

**THOMAS LAW FIRM**

ATTORNEYS AT LAW

319 SOUTH DRIVE

P. O. Box 2177

NATCHITOCHES, LOUISIANA 71457

JEFFREY H. THOMAS  
GERARD F. THOMAS, JR.  
OF COUNSEL

TELEPHONE (318) 352-6455  
FAX (318) 352-4401  
EMAIL JEFF@CP-TEL.NET

POSTED  
JH

October 13, 2023

HAND DELIVERED

Honorable David Stamey  
CLERK OF COURT-NATCHITOCHES PARISH  
200 Church Street  
Natchitoches, LA 71457

RECEIVED AND FILED  
DAVID STAMEY  
CLERK OF COURT  
2023 OCT 13 P 12:31  
CLERK OF COURT  
NATCHITOCHES, LA

Re: *Hugo's Lawn & Garden Service, LLC vs. Rodrick T. McIntosh, Et. Al.*  
Docket No: 94293 - B  
Natchitoches Parish, 10<sup>th</sup> JDC

Dear Clerk:

Please find the enclosed pleading(s) captioned:

Petition for an Accounting from Co-Owner and for Damages and Attorney Fees

Please file it in the record and in addition to filing the pleading, please:

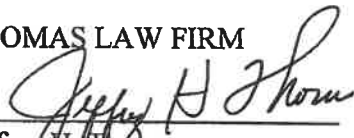
- Return a stamped conformed copy to me.
- Present same to the appropriate judge for signing.
- Provide opposing counsel with a stamped conformed copy.
- Serve the defendant(s) as per the service information provided.
- Enclosed is a check in the amount of \$500.00.

*Done*

Please serve each defendant at 404 Rapides Drive, Natchitoches, Louisiana 71457 and advise me of the date of service. Please personally serve both defendants through Mr. McIntosh.

Sincerely,

THOMAS LAW FIRM

  
\_\_\_\_\_  
Jeffrey H. Thomas

JHT/slp  
Enclosure

RECEIVED AND FILED  
BY CLERK  
NATCHITOCHES PARISH, LA

HUGO'S LAWN & GARDEN  
SERVICE, LLC

2023 09 13 P 12:31

DOCKET NUMBER:

94293-B

OF

10<sup>th</sup> JUDICIAL DISTRICT COURT

RODRICK T. MCINTOSH, ET AL

NATCHITOCHES PARISH, LOUISIANA

PETITION FOR AN ACCOUNTING FROM CO-OWNER  
AND FOR DAMAGES AND ATTORNEY FEES

NOW INTO COURT, through undersigned counsel, comes HUGO'S LAWN & GARDEN SERVICE, LLC ("Petitioner"), a Louisiana limited liability company with its registered office at 394 Laird Fletcher Road, Natchitoches, Louisiana 71457, herein represented by its duly authorized managing member, Hugo Martinez Galvan, who respectfully represents and shows that:

1.

Made defendants herein are:

- (1) RODRICK T. MCINTOSH, an individual of the full age of majority and a domiciliary of Natchitoches Parish, Louisiana, who may be served at 404 Rapides Drive, Natchitoches, Louisiana 71457; and
- (2) THE GOODFELLAS ENTERTAINMENT GROUP, LLC, a Louisiana limited liability company organized under the laws of the State of Louisiana with its registered office at 404 Rapides Drive, Natchitoches, Louisiana 71457, and who may be served through its registered agent for service of process, Rodrick T. McIntosh, 404 Rapides Drive, Natchitoches, Louisiana 71457.

2.

Based on information and belief, Rodrick T. McIntosh is the sole manager and member of The Goodfellas Entertainment Group, LLC ("Goodfellas").

3.

Based on information and belief, Rodrick T. McIntosh, in his capacity as the sole manager and member of Goodfellas had absolute and total control and authority over all operations and transactions, including its banking accounts, of Goodfellas.

4.

Petitioner and Goodfellas entered into eight (8) joint venture agreements as 50% partners to purchase and improve immovable property in several Louisiana parishes.

5.

The purpose of the joint ventures was to acquire homes that needed repairs, make improvements as needed and then sell the homes.

6.

The petitioner and the defendants entered into separate identical written "Joint Venture Agreement" for each of the eight properties acquired.<sup>1</sup>

7.

Section Four of each Joint Venture Agreement provides as follows:

**"TITLE TO PROPERTY**

All legal title to property acquired by the joint venture, whether real or personal, shall be taken in the name of Goodfellas Entertainment Group, LLC, as trustee for the parties, and shall be held for the interest of all parties. The interest of each party in such property shall be proportionate to his or her share of the profits and contribution to the venture. Nevertheless, *Hugo's Lawn & Garden Service* shall have, at a minimum, a 50% interest in such a trust." [Bold and italics in the original].

8.

Section Five of each Joint Venture Agreement provides as follows:

**"DIVISION OF PROFITS**

The net profits earned by the joint venture, calculated at sale of the contemplated property(ies), shall be divided among the parties as follows: The Party of the Second Part [Petitioner herein] shall receive a full return of its initial capital investment plus 50 percent (50%) of all profits earned from the sale of the property, and The Party of the First Part shall receive up to 50 percent (50%), barring agreements to the contrary with other investors. No other remuneration shall be received by the parties from the joint venture. The net profits will be calculated by first deducting all operating or other expenses, including closing costs, from gross income of the joint venture. A full accounting of all expenses shall be due to all parties prior to disbursements and may be subject to challenge. Disbursements of return of capital contribution and profit to the party of the Second Part shall be made within 48 hours of the contemplated sale of the subject property and disbursement of sale proceeds."

9.

The joint ventures purchased the following property:

1. 4360 Highway Alt. 2, Haynesville, LA 71038
2. 1526 Creswell, Shreveport, LA 71101
3. 5411 Dixie Lane, Alexandria, LA 71301
4. 1707 Palmer Chapel Road, Pineville, LA 71360
5. 2426 Marye Street, Alexandria, LA 71301
6. 10036 Cochise Drive, Denham Springs, LA 70726
7. 3250 Highway 487, Marthaville, LA 71450
8. 8812 McCain Road, Shreveport, LA 71107

<sup>1</sup> A copy of the Joint Venture Agreement entered into for the purchase of the property with a municipal address of 4360 Highway 2 Alt, Haynesville, Louisiana 71038 is attached hereto as Exhibit A. The Joint Venture Agreement for each of the other properties is identical to Exhibit A except for the address of the property acquired and the date of execution of the Joint Venture Agreement.

10.

Petitioner made, at a minimum, the following contributions to each joint venture in cash for the purchase of the above-described properties:

1.	4360 Highway Alt. 2, Haynesville, LA 71038	\$34,150.00
2.	1526 Creswell, Shreveport, LA 71101	\$31,750.00
3.	5411 Dixie Lane, Alexandria, LA 71301	\$69,500.00
4.	1707 Palmer Chapel Road, Pineville, LA 71360	\$30,000.00
5.	2426 Marye Street, Alexandria, LA 71301	\$19,950.00
6.	10036 Cochise Drive, Denham Springs, LA 70726	\$19,000.00
7.	3250 Highway 487, Marthaville, LA 71450	<u>\$30,000.00</u>
8.	8812 McCain Road, Shreveport, LA 71107	
	TOTAL INVESTMENT BY PETITIONER	\$234,350.00

11.

In addition, petitioner contributed approximately \$116,000.00 in addition to the initial capital contributions for the repairs and improvements to be made to the homes to make the homes ready for sale.

12.

Petitioner shows that all of the homes, except for the Marthaville home, were purchased in the name of Goodfellas.

13.

Each property identified as No. 1, 4, 5, 6 and 7 in paragraph 9 above have all been sold at a substantial profit.

14.

The property located at 8812 McCain Road, Shreveport, LA was sold and the profits were divided in accordance with the joint venture agreement, i.e., 50% of the profit to each partner and a return of all capital contributions.

15.

The only property that has not been sold are the two (2) properties located at 1526 Creswell, Shreveport, Louisiana ("Shreveport Property") and 5411 Dixie Lane, Alexandria, Louisiana ("Alexandria Property").

16.

Defendants, without the petitioner's knowledge or consent, executed a mortgage of the Alexandria Property on or about July 15, 2021 to an out of state lender along with a promissory note in the amount of \$195,553.00.

17.

Section Fifteen of each Joint Venture Agreement provides as follows:

**“MORTGAGES AND LIENS**

There shall be no mortgages, judgment, or other liens or encumbrances placed upon the property for any reason whatsoever during the duration of the agreement unless otherwise agree, in writing, by all parties.”

18.

Petitioner was not aware of the mortgage of the Alexandria Property nor did petitioner consent to the mortgage, orally or in writing.

19.

Petitioner did not receive any proceeds from the mortgage of the Alexandria Property.

20.

The Alexandria Property is the subject of a Petition to Foreclose by Executory Process due to the non-payment of said loan secured by 5411 Dixie Lane, Alexandria, LA, styled *Loan Funder LLC, Series 22698 versus The Goodfellas Entertainment Group, LLC, Rodrick McIntosh and Central Properties with Union Bank*, docket number 276,659, 9<sup>th</sup> JDC, Rapides Parish. A true and correct copy of that lawsuit relating to the Alexandria Property is attached hereto as Exhibit B.

21.

On July 23, 2021 (eight days after the mortgage of the Alexandria Property), defendants executed a mortgage of the Shreveport Property to an out of state lender along with a promissory note in the amount of \$187,562.00.

22.

Petitioner was not aware of the mortgage of the Shreveport Property nor did petitioner consent to the mortgage, orally or in writing.

23.

Petitioner did not receive any proceeds from the mortgage of the Shreveport Property.

24.

The Shreveport Property is also the subject of a Petition to Foreclose by Executory Process due to the non-payment of said loan secured by 1526 Creswell, Shreveport, LA, styled *HOF 1 Grantor Trust 5 versus The Goodfellas Entertainment Group, LLC, Rodrick McIntosh*

*and USCS Capital, LLC*, docket number 643,595, 1<sup>st</sup> JDC, Caddo Parish. A true and correct copy of that lawsuit relating to the Alexandria Property is attached hereto as Exhibit C.

25.

Petitioner has not received any return of capital contributions made by it to each joint venture or a share of the profit from the sale of the five properties.

26.

The Marthaville property was actually acquired in the name of a third party although petitioner provided 50% of the purchase price plus the cost of improvements.

27.

Petitioner has invested approximately \$310,000.00 in cash as capital contributions to the joint ventures that purchased the seven properties described above (excluding 8812 McCain Road, Shreveport, Louisiana), in addition to performing some of the remodeling work.

28.

The defendants owe an accounting to the petitioner as co-owners and partners in each of the five (5) joint ventures described above in which the homes have been sold.

29.

Petitioner shows that it is also entitled to a return of its capital contribution in each joint venture in which the homes have been sold as well as its 50% share of the profits from each joint venture.

30.

Petitioner shows that it is entitled to recover damages from the defendants for the wrongful mortgage and subsequent foreclosure of the Alexandria Property and the Shreveport Property and should be awarded damages in the amount of the capital contribution made by the petitioner to those two joint ventures plus an amount equal to 50% of the net profit that would have been realized assuming the sale of the Alexandria Property and the Shreveport Property at its fair market value.

31.

Defendants are also liable to the petitioner for any and all other damages that the petitioner has sustained and is entitled to recover under Louisiana law as a result of the failure of the defendant to pay the amounts due the petitioner as a co-owner and partner promptly when due in accordance with the joint venture agreement of each property.

32.

Section Sixteen of each Joint Venture Agreement provides as follows:

“DEFAULT

Should any party default in its obligations under the terms of this agreement in any manner whatsoever, the party seeking relief shall have the right to pursue either specific performance, monetary damages, or both. The parties specifically stipulate that jurisdiction is proper in the parish where either party is domiciled or where the subject property is located. Further, the prevailing party shall be entitled to an award of all costs of court, expert witness fees, and reasonable attorney fees.”

33.

Petitioner seeks an award of all costs of this proceeding, including expert witness fees, and reasonable attorney fees pursuant to Section Sixteen of each joint venture agreement.

34.

Petitioner further seeks an award of interest on all amounts awarded to the petitioner from the date that each amount was due to the petitioner pursuant to the joint venture agreements, and/or as otherwise provided by Louisiana law.

WHEREFORE, petitioner, HUGO’S LAWN & GARDEN SERVICE, LLC, prays that:

1. The defendants, RODRICK T. MCINTOSH and THE GOODFELLAS ENTERTAINMENT GROUP, LLC, be served with a copy of this petition and be cited to appear and answer same.
2. After due proceedings are had, there be judgment herein in favor of petitioner, HUGO’S LAWN & GARDEN SERVICE, LLC and against the defendants, RODRICK T. MCINTOSH and THE GOODFELLAS ENTERTAINMENT GROUP, LLC, *in solido*, awarding unto the petitioner any and all damages permitted and allowed under Louisiana law, including but not limited to the return of the petitioner’s capital contributions to each of the five (5) joint ventures in which the property has been sold plus the petitioner’s 50% share of the profits on each sale.
3. After due proceedings are had, there be judgment herein in favor of petitioner, HUGO’S LAWN & GARDEN SERVICE, LLC and against the defendants, RODRICK T. MCINTOSH and THE GOODFELLAS ENTERTAINMENT GROUP, LLC, *in solido*, awarding unto the petitioner any and all damages permitted and allowed under Louisiana law, including but not limited to the return of the petitioner’s capital contributions to the Alexandria Property and Shreveport Property joint ventures, including but not limited to, the return of petitioner’s capital contributions to both of those joint ventures plus the petitioner’s 50% share of the profits based on the assumed sale of the Alexandria Property and the Shreveport Property at fair market value.
4. Petitioner be awarded and the defendant be cast with all costs of this proceeding, including expert witness fees, and reasonable attorney fees pursuant to Section Sixteen of each joint venture agreement.
5. Legal interest be awarded on all amounts due petitioner from the date that each amount was due to the petitioner pursuant to the joint venture agreements, and/or as otherwise provided by Louisiana law.

6. Petitioner further prays for all such other relief as law, equity and the nature of the case may permit.

Respectfully submitted:

ALAN PESNELL LAWYER, LLC



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W. Alan Pesnell, Bar # 23249

720 Murray Street

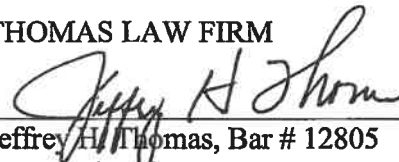
Alexandria, LA 71301

318-704-0979 -- Telephone

318-625-0603

Email: wapesnellatty@gmail.com

THOMAS LAW FIRM



---

Jeffrey H. Thomas, Bar # 12805

319 South Drive

Post Office Box 2177

Natchitoches, LA 71457-2177

318-352-6455 -- Telephone

318-352-4401 -- Facsimile

Email: jeff@cp-tel.net

Attorneys for Hugo's Lawn & Garden  
Service, LLC

RECEIVED AND FILED  
CLERK OF COURT  
NATCHITOCHES PARISH, LA

HUGO'S LAWN AND GARDEN  
SERVICE, LLC

DOCKET NUMBER: 94293-B

2023 OCT 13 P 12:31

OF

BY *Diana*  
NATCHITOCHES PARISH, LA

10<sup>th</sup> JUDICIAL DISTRICT COURT

RODRICK T. MCINTOSH, ET AL

NATCHITOCHES PARISH, LOUISIANA

VERIFICATION

BEFORE ME, the undersigned Notary Public, personally came and appeared HUGO MARTINZEZ GALVAN, who after first being duly sworn did depose and state:

1. I am the Managing Member of Hugo's Lawn & Garden Service, LLC.
2. I have read the allegations made in the foregoing Petition for an Accounting from Co-Owner and for Damages and Attorney Fees and the contents therein are true and correct to the best of my knowledge, information and belief.
3. I authorize the filing of the Petition for an Accounting from Co-Owner and for Damages and Attorney Fees.

*Hugo*

HUGO MARTINEZ GALVAN

SWORN TO AND SUBSCRIBED before me in Natchitoches Parish, Louisiana this 13<sup>th</sup>  
day of October, 2023.

*Jeffrey H Thomas*

JEFFREY H. THOMAS, La. Bar No: 12805  
NOTARY PUBLIC

POSTED  
H  
H

**THOMAS LAW FIRM**

ATTORNEYS AT LAW

319 SOUTH DRIVE

P. O. Box 2177

NATCHITOCHES, LOUISIANA 71457

JEFFREY H. THOMAS  
GERARD F. THOMAS, JR.  
OF COUNSEL

TELEPHONE (318) 352-6455  
FAX (318) 352-4401  
EMAIL JEFF@CP-TEL.NET

January 30, 2025

Honorable David Stamey  
CLERK OF COURT - NATCHITOCHES PARISH  
Natchitoches Parish Courthouse  
200 Church Street  
Natchitoches, Louisiana 71457

RE: *Hugo's Lawn & Garden Service, LLC vs. Roderick T. McIntosh, Et Al*  
Docket #: 94,293-B  
10<sup>th</sup> JDC, Natchitoches Parish, Louisiana

Dear Clerk:

Please find the enclosed pleading(s) captioned:

Motion and Order for Status Conference  
to Select a Trial Date for Petition for Accounting

*Done*

Please file it in the record and in addition to filing the pleading, please:

- Return a stamped conformed copy to me.
- Present same to the appropriate judge for signing.
- Provide opposing counsel with a stamped conformed copy.
- Serve the defendant(s) as per the service information provided.
- Enclosed is a check in the amount of \$100.00.

BY: [Signature]  
CLERK OF COURT  
NATCHITOCHES PARISH, L.

2025 JAN 30 A 8:49

RECEIVED AND FILED  
DAVID STAMEY  
CLERK OF COURT

Sincerely,

THOMAS LAW FIRM

*Jeffrey H Thomas*  
\_\_\_\_\_  
Jeffrey H. Thomas

JHT/slp  
Enclosure

*Notice  
2 Status Conf.  
2 s/c  
4 copies  
2 postage*

RECEIVED AND FILED  
DAVID STAMEY  
CLERK OF COURT

HUGO'S LAWN AND GARDEN  
SERVICE, LLC

DOCKET NUMBER: 94-293-D  
JAN 30 A 8:49

OF

10<sup>th</sup> JUDICIAL DISTRICT COURT  
NATCHITOCHES PARISH, LA

RODRICK T. MCINTOSH, ET AL

NATCHITOCHES PARISH, LOUISIANA

MOTION AND ORDER FOR STATUS CONFERENCE  
TO SELECT A TRIAL DATE FOR PETITION FOR ACCOUNTING

On motion of HUGO'S LAWN AND GARDEN SERVICE, LLC, appearing herein through undersigned counsel, and on suggesting to the Court that this matter is pending before the court pursuant to a petition for an accounting, and that a status conference would be beneficial for the purpose of selecting a trial date for the issues raised by the pleadings in this proceeding.

IT IS ORDERED that a Status Conference shall be held on the 7<sup>th</sup> day of March, 2025, at 11:00 o'clock A.m., and the parties to be notified are:

Jeffrey H. Thomas  
Attorney at Law  
319 South Drive  
Post Office Box 2177  
Natchitoches, LA 71457  
Phone: (318) 352-6455  
Fax: (318) 352-4401  
Email: jeff@cp-tel.net  
Attorney for Hugo's Lawn and Garden Service, LLC

C. Rodney Harrington  
Attorney at Law  
459 Jefferson Street  
Natchitoches, LA 71457  
Phone: (318) 352-5900  
Email: crodney50@yahoo.com  
Attorney for Rodrick T. McIntosh, et. al.

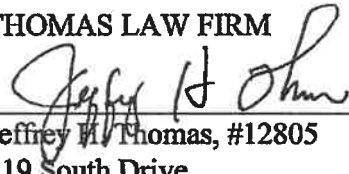
IT IS FURTHER ORDERED that the above counsel shall appear in person at the Status Conference at the above date and time.

THUS DONE AND SIGNED in Natchitoches, Natchitoches Parish, Louisiana, this 30<sup>th</sup> day of January, 2025.

Lala B. Sylvester  
HONORABLE LALA B. SYLVESTER  
DISTRICT JUDGE - 10<sup>th</sup> JDC

Respectfully submitted:

THOMAS LAW FIRM



Jeffrey H. Thomas, #12805

319 South Drive

Post Office Box 2177

Natchitoches, LA 71457

(318) 352-6455 Telephone

(318) 352-4401 Facsimile

Email: jeff@cp-tel.net

Attorney for Hugo's Lawn and Garden  
Service, Inc.

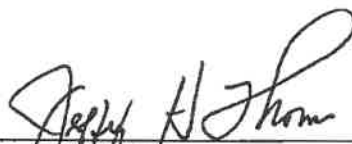
CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon opposing counsel by:

- Depositing same in a receptacle of the United States Postal Service, properly addressed and postage prepaid;
- Depositing same in a receptacle of the United States Postal Service, Certified, Return Receipt Requested, properly address and postage prepaid;
- Hand delivery;
- Email delivery;
- Facsimile transmission.

TO: RODRICK T. MCINTOSH, ET. AL.  
Through their attorney of record  
C. Rodney Harrington  
Attorney at Law  
459 Jefferson Street  
Natchitoches, LA 71457

this 30<sup>th</sup> day of January, 2025.



---

JEFFREY H. THOMAS



D2548956

DAVID STAMEY  
Clerk of Court, Natchitoches Parish  
P.O. BOX 476  
Natchitoches, LA 71458  
Telephone: (318) 352-8152

February 3, 2025

MR. JEFFREY H. THOMAS  
THOMAS LAW FIRM  
319 SOUTH DRIVE  
NATCHITOCHEs, LA 71457

**NOTICE OF STATUS OR PRE-TRIAL CONFERENCE**

RE: HUGO'S LAWN AND GARDEN SERVICE, LLC  
VS  
RODRICK T. MCINTOSH, ET AL  
DOCKET NUMBER: C-94293 B

The above captioned case has been set for the following:

- Status Conference  
**\*\*COUNSEL SHALL APPEAR IN PROPER PERSON PER ORDER ATTACHED \*\***
- Status Conference in Judge's Chambers
- Pre-Trial Conference

This conference will be held on the following date:

**MARCH 7, 2025 at 11:00 A.M.**

**\*\*COUNSEL SHALL APPEAR IN PROPER PERSON PER ORDER ATTACHED \*\***

If you are unable to attend this conference, or if you have any questions regarding this conference, please call the office of the Judge assigned to this case.

DAVID STAMEY, Clerk of Court

BY: Danielle B. Zuehl  
Deputy Clerk of Court  
Tenth Judicial District Court  
Natchitoches Parish, Louisiana

CC: C. RODNEY HARRINGTON (VIA US MAIL)

ATTACHMENTS:  
MOTION AND ORDER FOR STATUS CONFERENCE TO SELECT A TRIAL DATE FOR PETITION FOR ACCOUNTING

DAVID STAMEY  
Clerk of Court, Natchitoches Parish  
P.O. BOX 476  
Natchitoches, LA 71458  
Telephone: (318) 352-8152

February 3, 2025

HARRINGTON, C. RODNEY  
P. O. BOX 1278  
NATCHITOCHES, LA 71458-1278

**NOTICE OF STATUS OR PRE-TRIAL CONFERENCE**

RE: HUGO'S LAWN AND GARDEN SERVICE, LLC  
VS  
RODRICK T. MCINTOSH, ET AL  
DOCKET NUMBER: C-94293 B

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DAVID STAMEY, Clerk of Court

BY: Danielle B. Zuehl  
Deputy Clerk of Court  
Tenth Judicial District Court  
Natchitoches Parish, Louisiana

CC: C. RODNEY HARRINGTON (VIA US MAIL)

ATTACHMENTS:  
MOTION AND ORDER FOR STATUS CONFERENCE TO SELECT A TRIAL DATE FOR PETITION FOR ACCOUNTING