

The Supreme Court of the State of Louisiana

DANIEL O. CONWILL IV, 739 IBERVILLE,
LLC D/B/A FELIX'S RESTAURANT &
OYSTER BAR, AND MARINA COSTOPOULOS

No. 2025-CC-00941

VS.

MAYOR LATOYA CANTRELL, IN HER
OFFICIAL CAPACITY

IN RE: Daniel O. Conwill, IV, et al. - Applicant Plaintiff; Applying For Supervisory
Writ, Parish of Orleans Civil, Civil District Court Number(s) 2025-06801, Court of
Appeal, Fourth Circuit, Number(s) 2025-C-0452;

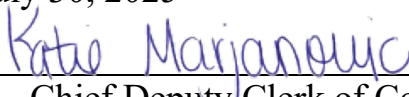
July 30, 2025

Writ application granted. See per curiam.

CRC
JLW
JDH
WJC
JBM

Griffin, J., dissents.
Guidry, J., dissents and assigns reasons.

Supreme Court of Louisiana
July 30, 2025



Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2025-CC-00941

**DANIEL O. CONWILL IV, 739 IBERVILLE, LLC D/B/A FELIX'S
RESTAURANT & OYSTER BAR, AND MARINA COSTOPOULOS**

VS.

MAYOR LATOYA CANTRELL, IN HER OFFICIAL CAPACITY

On Supervisory Writ to the Civil District Court, Parish of Orleans Civil

PER CURIAM

Plaintiffs are residents and business owners in the French Quarter of the City of New Orleans (“City”). They seek review of a ruling of the district court denying their request for a preliminary injunction to enjoin the mayor from directing the City to perform under or give effect to a proposed emergency contract with Henry Consulting, LLC for trash collection beginning on July 31, 2025.

Pursuant to La. Code Civ. P. art. 3601, a preliminary injunction “shall be issued in cases where irreparable injury, loss, or damage may otherwise result to the applicant. . . .” The purpose of a preliminary injunction is to preserve status quo until trial on the merits. *Broadmoor, L.L.C. v. Ernest N. Morial New Orleans Exhibition Hall Auth.*, 2004-0211 (La. 3/18/04), 867 So. 2d 651, 655. The only issue to be considered at a hearing on a preliminary injunction is whether the moving party has met its burden of proving that it will suffer irreparable injury, loss, or damage if the injunction is not issued, that it is entitled to the relief sought as a matter of law, and that it will likely prevail on the merits of the case. *Farmer's Seafood Co. v. State ex rel. Dep't of Pub. Safety*, 2010-1534 (La. 9/3/10), 44 So. 3d 676, 678; *General Motors Acceptance Corp. v. Daniels*, 377 So.2d 346 (La.1979). A preliminary injunction may be issued on a prima facie showing by the plaintiff that he is entitled to relief. *Mary Moe, L.L.C. v. Louisiana Bd. of Ethics*, 2003-2220 (La. 4/14/04), 875 So. 2d 22, 29.

In the case before us, plaintiffs allege the City’s proposed emergency contract with Henry Consulting, LLC was not lawfully entered because there was no actual emergency at that time. Instead, plaintiffs maintain the mayor unilaterally created the emergency by terminating the existing trash collection contract with IV Waste, Inc. Plaintiffs further assert that to the extent the mayor proclaimed an emergency, the City Council acted pursuant to its powers under La. R.S. 29:727(D)(2) to immediately terminate the state of emergency.¹ The emergency contract with Henry Consulting, LLC has a considerably higher maximum financial exposure (“not to exceed” clause) than the existing contract and may result in an increased burden on the taxpayers, including plaintiffs.²

We find plaintiffs have made a sufficient showing to support the issuance of a preliminary injunction. Plaintiffs have raised significant legal questions concerning whether the City established a proper basis for entering into the emergency contract with Henry Consulting, LLC and whether the contract based on an emergency, assuming one existed, extends for a year after the purported emergency was terminated. These questions cannot be resolved prior to the commencement of the contract on July 31, 2025. Failure to grant injunctive relief will cause plaintiffs irreparable harm by allowing this contract to go into immediate effect notwithstanding serious concerns about its illegality. To preserve the status quo, a preliminary injunction is necessary and appropriate.

¹ Mayor Cantrell attempts to enter into a one-year multi-million-dollar emergency contract based on a self-declared emergency that was terminated in less than a day.

² Although not currently before us, we note Act 445 of 2025 directs the French Quarter Management District (“FQMD”) to “procure its own emergency contract to ensure continuation of services within its boundaries” when the City lacks a “lawfully contracted vendor” and “cannot provide sanitation services within the French Quarter at a level reasonably commensurate with historic practices.” Recent media reports indicate the FQMD has awarded a contract to IV Waste, LLC based on its authority under state law. The plaintiffs, like all citizens of New Orleans, have an interest in functional garbage collection, but they also have an interest in not having to bear the cost of unnecessary double collection.

DECREE

For the reasons assigned, the judgment of the district court is reversed. The request for preliminary injunction is granted. The case is remanded to the district court to fix the amount and manner of security for costs as required by La. Code Civ. P. art. 3610 and for further proceedings consistent with this Opinion.