

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

DOCKET NO: 2025-06801

DIVISION “C-10”

DANIEL O. CONWILL IV, 739 IBERVILLE, LLC d/b/a FELIX’S RESTAURANT &  
OYSTER BAR, and MARINA COSTOPOULOS

VERSUS

MAYOR LATOYA CANTRELL, IN HER OFFICIAL CAPACITY

**ATTORNEY GENERAL’S AMICUS BRIEF IN SUPPORT OF PLAINTIFFS,  
DANIEL O. CONWILL IV, 739 IBERVILLE, LLC d/b/a FELIX’S RESTAURANT &  
OYSTER BAR, and MARINA COSTOPOULOS**

**MAY IT PLEASE THE COURT:**

Elizabeth Murrill, in her official capacity as Attorney General for the State of Louisiana (the “Attorney General”), respectfully submits this amicus brief in support of Plaintiffs, Daniel O. Conwill IV, 739 Iberville, LLC d/b/a Felix’s Restaurant & Oyster Bar, and Marina Costopoulos (collectively “Plaintiffs”), and in opposition to Mayor LaToya Cantrell, in her official capacity (“Mayor Cantrell”).

**INTRODUCTION AND INTEREST OF THE ATTORNEY GENERAL**

This litigation arises out of a petition for injunctive relief filed by Plaintiffs, long time taxpayers and citizens of the City of New Orleans (the “City”), seeking to prohibit the City from performing or giving effect to an unlawful and unenforceable “emergency” contract with Henry Consulting, LLC (“Henry Consulting”). On July 9, 2025, Mayor Cantrell declared an emergency pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 *et seq.* That same day, the Mayor executed a yearlong “emergency” contract with Henry Consulting with an effective date of July 31, 2025. However, there was and is no emergency as defined by La. R.S. 29:727. Instead, Mayor Cantrell utilized an “emergency” created solely by her own prior termination of the City’s existing contract with IV Waste, LLC (“IV Waste”), as a pretext to bypass the public bid process and install Henry Consulting, the Mayor’s preferred sanitation provider. Indeed, the absence of a legitimate emergency was confirmed by the motion passed by the New Orleans City Council the very next day, expressly finding that the Mayor had abused her emergency powers, terminating the so-called emergency proclamation, and barring her from issuing any further such emergency declarations until December 22, 2025.

Accordingly, Mayor Cantrell's execution of Henry Consulting's proposed emergency contract was unauthorized and contrary to state law. Furthermore, even if an emergency had somehow existed, the City Council lawfully terminated the Mayor's emergency proclamation before Henry Consulting's proposed emergency contract ever became effective. Thus, that proposed contract is invalid and unenforceable, and the City's contract with IV Waste must be reinstated.

The issues before this Court are of great importance to the Louisiana Attorney General, who is the chief legal officer and charged with upholding the rule of law, ensuring compliance with state statutes, and protecting the public interest. Here, Mayor Cantrell is abusing her emergency powers under the Louisiana Homeland Security and Emergency Assistance and Disaster Act in order to circumvent the public procurement laws. In addition, the financial implications of the Mayor's actions are substantial, as the proposed contract with Henry Consulting exceeds the cost of the City's current contract IV Waste by more than \$2.1 million—an increase that will be borne directly by the City's taxpayers. The Louisiana Attorney General has a compelling interest in preventing wasteful and unlawful public expenditures, particularly where the procurement process was bypassed without lawful justification.

Moreover, sanitation services in the French Quarter and Downtown Development District are not merely a matter of routine city services—those services are essential to public health, tourism, and the economic well-being of one of Louisiana's most iconic and economically vital areas. Disruptions or mismanagement of sanitation services in those areas threaten not only the health and welfare of local residents and visitors, but also the stability of the broader business community that depends on a clean, safe, and welcoming French Quarter.

For all these reasons, as well as those more fully set forth below, the Attorney General respectfully submits this amicus brief in support of Plaintiffs and requests that the injunction sought by Plaintiffs be granted.

### **BACKGROUND**

On May 7, 2024, the New Orleans Department of Sanitation issued a Request for Proposal for sanitation services in the French Quarter and Downtown Development District and subsequently received six proposals, including one from Henry Consulting. Henry Consulting's proposal, which featured 100% DBE<sup>1</sup> subcontractors and a five-year, \$73 million agreement,

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<sup>1</sup> DBE refers to certified disadvantaged business enterprises.

received the highest score. Henry Consulting’s bid was selected largely based on its conclusion of Richard’s Disposal, Inc., a DBE subcontractor. However—just weeks before the scheduled start date—Henry Consulting amended its proposal to replace Richard’s Disposal with Clean Force, LLC. This move sparked criticism from the City Council, with members expressing concern that Henry Consulting’s last minute substitution of its subcontractor undermined the transparency and fairness of the bid process and set a troubling precedent. Ultimately, at the December 5, 2025 regular meeting, no Councilmember moved to approve Henry Consulting’s proposed contract with the City, leaving the Council President without authority to sign it.

Despite this, Mayor Cantrell signed a proposed contract with Henry Consulting on December 9, 2024, prompting Henry Consulting to file a mandamus suit seeking to compel the Council to vote for and the Council President to sign the proposed contract.<sup>2</sup> Although Judge Paulette Irons, the presiding district judge in that matter, ordered the Council to approve the proposed contract, that judgment has been suspensively appealed. Mayor Cantrell has since acknowledged the proposed contract is invalid pending resolution of the appeal.

Henry Consulting’s manipulation of the initial bid process not only triggered the mandamus litigation but also left the City without a contract for critical sanitation services. As a result, the City issued an emergency solicitation for bids for a one-year sanitation contract in the French Quarter and Downtown Development District while the mandamus petition was pending. On December 22, 2024, the City awarded the contract to IV Waste through a low-bid process, securing services for \$5.9 million.<sup>3</sup> IV Waste began services the next day and, since then, has provided more comprehensive sanitation services than Henry Consulting had proposed and advanced operational support, including during the Sugar Bowl, Super Bowl, and Mardi Gras. IV Waste’s enhanced services—delivered at a lower cost—have drawn widespread praise from the public and city officials, with the Sanitation Director confirming in April 2025 that IV Waste had received no complaints and provided superb service.

On April 14, 2025, Mayor Cantrell issued a notice terminating the IV Waste contract effective July 30, 2025, purportedly based on “convenience.”<sup>4</sup> This unilateral termination notice came as a surprise to the City Council and other key stakeholders. Two days later, she announced that Henry Consulting would assume full services on August 1, 2025, citing a March 2025 request

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<sup>2</sup> The Mandamus Suit is captioned *Henry Consulting, LLC v. The New Orleans City Council*, No. 2024-11139.

<sup>3</sup> A copy of the IV Waste contract is attached as Exhibit 5 to Plaintiffs’ Verified Petition.

<sup>4</sup> See Exhibit 6 to Plaintiffs’ Verified Petition.

from Henry Consulting as the reason for the termination. Mayor Cantrell also announced that Henry Consulting would assume full services on August 1, 2025—despite the fact that Henry Consulting’s proposed contract remains unauthorized by the City Council and unenforceable due to a pending suspensive appeal.

Three months later, on July 9, 2025, Mayor Cantrell declared an “emergency.”<sup>5</sup> In her Proclamation of Emergency, Mayor Cantrell admitted that Henry Consulting’s proposed contract was invalid due to the pending appeal and claimed that the lack of a sanitation contract posed “an imminent public health and economic emergency.”<sup>6</sup> However, this alleged “emergency” was created entirely by Mayor Cantrell’s unilateral termination of the IV Waste contract.

Also on July 9, 2025, Mayor Cantrell executed a yearlong “emergency” contract with Henry Consulting with an effective date of July 31, 2025, without any competitive process—and at a cost that exceeded the IV Waste contract by more than \$2 million.<sup>7</sup>

The next day, July 10, 2025, the City Council passed a motion terminating the Mayor’s Proclamation of Emergency, calling it “an abuse of the Mayor’s emergency powers since the ‘disaster’ results directly from the Mayor unilaterally canceling an existing low-bid emergency contract providing for sanitation services through December 2025.”<sup>8</sup> In addition, the City Council’s motion prohibited the Mayor from issued further emergency declarations relative to sanitation services until December 22, 2025.<sup>9</sup> In response, the Mayor issued a statement rejecting the City Council’s action and vowing to move forward with Henry Consulting despite the Council’s lawful intervention.<sup>10</sup>

## **LAW AND ARGUMENT**

### **I. The IV Waste contract should be reinstated because there was and is no emergency under La. R.S. 29:727, rendering Mayor Cantrell’s proposed emergency contract with Henry Consulting invalid.**

No emergency existed on July 9, 2025, that could have justified Mayor Cantrell’s issuance of an emergency proclamation regarding sanitation services in the French Quarter and Downtown Development District. As such, Mayor Cantrell lacked authority under La. R.S. 29:727 to declare an emergency or execute an emergency contract with Henry Consulting. Furthermore, the City Council’s motion—passed the very next day—lawfully terminated any state of emergency relating

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<sup>5</sup> See Exhibit 2 to Plaintiffs’ Verified Petition.

<sup>6</sup> *Id.*

<sup>7</sup> See Exhibit 1 to Plaintiffs’ Verified Petition.

<sup>8</sup> See Exhibit 3 to Plaintiffs’ Verified Petition.

<sup>9</sup> *Id.*

<sup>10</sup> See Exhibit 4 to Plaintiffs’ Verified Petition.

to sanitation services in the area at issue. The same motion also lawfully prohibited the Mayor from issuing any further emergency or disaster declarations through December 22, 2025. As a result, the purported emergency contract with Henry Consulting—which was not effective during the brief 24-hour period of the declared “emergency”—is unlawful, unenforceable, and without legal effect. To restore the status quo prior to Mayor Cantrell’s unlawful actions, the original emergency contract with IV Waste, which was improperly canceled, must be reinstated.

**A. Mayor Cantrell cannot manufacture an emergency and then invoke that fabricated crisis to bypass procurement laws and ignore state law.**

Mayor Cantrell’s attempt to invoke emergency powers to award a no-bid contract to Henry Consulting violates state law because there was no actual emergency. The Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 *et seq.* (the “Act”), sets forth the applicable law governing emergency situations in the State of Louisiana. In promulgating the Act, the Louisiana Legislature made clear that emergency powers are reserved for extraordinary circumstances. As stated in La. R.S. 29:722(A), the Act was designed to address:

...the existing possibility of the occurrence of emergencies and disasters of unprecedented size and destructiveness resulting from terrorist events, enemy attack, sabotage, or other hostile action, or from fire, flood, earthquake, or other natural or manmade causes, and in order to ensure that preparations of this state will be adequate to deal with such emergencies or disasters, and in order to detect, prevent, prepare for, investigate, respond to, or recover from these events, and generally to preserve the lives and property of the people of the state of Louisiana...

The Act sets clear limitations on when and how emergency powers may be exercised. Pursuant to the Act, the Mayor may only declare a “local disaster or emergency” until she “finds that the threat of danger has been dealt with to the extent that emergency conditions no longer exist.” La. R.S. 29:727(D)(1). “Disaster” and “emergency” are narrowly defined terms under the Act, confirming the Legislature’s intent that emergency powers are not to be exercised lightly or in routine governance decisions. None of the defined conditions apply to the situation at hand.

Specifically, La. R.S. 29:723 defines “disaster” to mean:

the result of a natural or man-made event which causes loss of life, injury, and property damage, including but not limited to natural disasters such as hurricane, tornado, storm, flood, high winds, and other weather related events, forest and marsh fires, and man-made disasters, including but not limited to nuclear power plant incidents, hazardous materials incidents, oil spills, explosion, civil disturbances, public calamity, acts of terrorism, hostile military action, and other events related thereto.

La. R.S. 29:723(4). “Emergency” is defined as:

(a) The actual or threatened condition which has been or may be created by a disaster; or

(b)(i) Any natural or man-made event which results in an interruption in the delivery of utility services to any consumer of such services and which affects the safety, health, or welfare of a Louisiana resident; or

(ii) Any instance in which a utility's property is damaged and such damage creates a dangerous condition to the public.

(iii) Any national or state emergency, including acts of terrorism or a congressional authorization or presidential declaration pursuant to the War Powers Resolution (50 U.S.C. 1541 et seq.).

La. R.S. 29:723(5).

The statutory definitions of “emergency” or “disaster” are not met here. The City already had an effective, widely praised, and fiscally responsible sanitation contract in place with IV Waste, secured through a lawful emergency procurement process and in place through December 2025. IV Waste was actively performing sanitation services under that contract, and by all accounts, doing so successfully and at a cost over \$2 million less than what was proposed by Henry Consulting.

The only risk of a service gap came from the Mayor herself, who unilaterally chose to terminate IV Waste's contract for “convenience.” Having deliberately created the alleged crisis, the Mayor then sought to rely on the resulting gap to declare an “emergency” and justify awarding a no-bid contract to Henry Consulting. This is not an emergency—it is a manufactured pretext to circumvent procurement laws and the statutory process governing emergency powers.

State law does not allow the executive branch to create an emergency through its own deliberate actions and then use that fabricated crisis to invoke emergency powers. The Louisiana Legislature was explicit in defining “emergency” and “disaster” to prevent exactly this kind of abuse. Emergency declarations are not a tool of political convenience—they are an extraordinary remedy available only in times of real, imminent danger to the public. For this reason alone, any proposed contract with Henry Consulting executed under the guise of Mayor Cantrell's Proclamation is unlawful and unenforceable.

**B. Even if an emergency had existed, the City Council properly terminated it.**

On July 10, 2025—the day after the Mayor issued her Proclamation—the City Council passed a motion finding that the Proclamation constituted “an abuse of the Mayor's emergency powers,” as the purported disaster stemmed solely from the Mayor's own unilateral cancellation of a valid, low-bid emergency contract that provided sanitation services through December 2025..<sup>11</sup>

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<sup>11</sup> See Exhibit 3 to Plaintiffs' Verified Petition.

In other words, the City Council confirmed that that was no lawful basis for Mayor Cantrell to invoke emergency powers under La. R.S. 29:727.

Even assuming an emergency had existed, the City Council's July 10, 2025 motion lawfully terminated any state of emergency regarding sanitation services under La. R.S. 29:727(D)(2). This provision expressly authorizes the City Council to terminate a disaster or emergency declaration and, further, to restrict the issuance of future declarations, as follows:

(2) The state of emergency may be terminated by executive order or proclamation. **The state of emergency or disaster may be terminated** by the governor, by a petition signed by a majority of the surviving members of either house of the legislature, **or by a majority of the surviving members of the parish governing authority. The document terminating the state of emergency or disaster may establish a period during which no other declaration of emergency or disaster may be issued.** The termination of a state of disaster or emergency pursuant to this Paragraph shall not affect changes to polling places for an election being conducted in accordance with R.S. 18:401.1 or 401.2.

La. R.S. 29:727(D)(2)(emphasis added). Thus, even if Mayor Cantrell had been authorized under La. R.S. 297(D)(1) to declare a disaster or emergency, the City Council exercised its statutory authority both to terminate the declaration *and* to stop the Mayor from exercising her emergency powers for a designated period—which is exactly what the City Council did. Specifically, the Council invoked its authority under La. R.S. 29:727(D)(2) and directed that, from the date of its motion through December 22, 2025, the Mayor “shall issue no other declaration of emergency or disaster relative to the absence of a sanitation vendor in” the French Quarter and Downtown Development District.<sup>12</sup>

For this additional reason, the purported emergency contract with Henry Consulting, LLC—which did not become effective during the one-day period of the declared “emergency”—is unlawful and unenforceable. The City's improperly terminated contract with IV Waste should be reinstated.

Finally, to the extent the Mayor may attempt to argue that the City Council's right to terminate a declared emergency somehow implicates the separation of powers principle, that argument fails. Any such theory would suggest that the Legislature delegated to the executive (the Mayor) a virtually limitless and un-checkable power during public health emergencies. But if that were case, then the entire Act would be an unconstitutional violation of the nondelegation doctrine. *See Louisiana Dep't of Justice v. Edwards*, 17-0173, p. 7 (La. App. 1 Cir. 11/1/17), 233 So.3d 76,

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<sup>12</sup> See Exhibit 3 to Plaintiffs' Verified Petition.

80-81 (“[T]he limited power of the Governor to issue Executive Orders does not inherently constitute authority to exercise the legislative lawmaking function.”).<sup>13</sup>

Without the essential check provided by La. R.S. 29:727(D)(2), the Act would lack the procedural safeguards necessary to ensure the Mayor does not abuse her discretion or act beyond the scope of authority delegated by the Legislature. See *Krielow v. Louisiana Dep’t of Agric. & Forestry*, 13-1106, p. 19 (La. 10/15/13), 125 So.3d 384, 397 (statutes lacked adequate procedural safeguards because “Legislature did not retain any discretion to review, approve, disapprove or modify the assessment decision reached by the Board.”); *State v. Miller*, 03-0206, p. 10 (La. 10/21/03), 857 So.2d 423, 430 (recognizing delegation of legislative power violates the nondelegation principle unless it is, among other things, “accompanied by adequate procedural safeguards to protect against abuse of discretion”); *State v. Alfonso*, 99-1546, p. 11 (La. 11/23/99), 753 So.2d 156, 163, *as amended on reh’g in part* (Dec. 7, 1999) (delegation lacked “adequate procedural safeguards” to protect against an abuse of discretion); *see also Schwegmann Brothers Giant Super Markets v. McCrory*, 112 So. 2d 606, 613 (La. 1959) (explaining that delegated legislative authority can be treated as “administrative” to avoid violating the nondelegation doctrine *as long as an official or agency is not given so much discretion that it can “determine what the law shall be”*) (emphasis added). Indeed, the Legislature included La. R.S. 29:727(D)(2) in the Act to serve as that safeguard—to ensure that the power to declare and maintain emergencies is subject to oversight, not unchecked discretion by the executive.

## **II. Solely in the alternative, the French Quarter Management District is statutorily authorized to procure emergency sanitation services.**

In the alternative, if the IV Waste contract is not reinstated based on the foregoing reasons, then there is no lawfully contracted vendor and the French Quarter Management District (the “District”) is authorized to procure sanitation services within its boundaries, with the costs to be reimbursed by the City. The District was created by the Legislature to provide certain functions within the French Quarter, including enhancing public safety, infrastructure improvements, and sanitation by financing supplemental safety and sanitation services as the board deems appropriate. La. R.S. 25:799(A)(2)(a). The District is governed by a board of commissioners vested with broad powers to carry out its objectives and purposes, which include entering into contracts to achieve

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<sup>13</sup> Although these cases address emergency powers at the state level, their reasoning applies with equal force to the municipal context. Just as the absence of a legislative check on a governor’s emergency powers would raise serious nondelegation concerns, so too would the absence of a City Council check on the Mayor’s emergency authority. The constitutional principles underlying the separation of powers do not disappear at the local level.



the district’s objectives and purposes. La. R.S. 25:799(C), (D)(1)(e). The board must exercise its powers:

... for the best interest of the district to aid in the improvement of public safety, quality of life, and infrastructure in the district, to aid in the preservation of its history, character, charm, and architecture, to beautify its appearance, to address its hospitality needs and its transportation and parking concerns, and to increase its marketability and its tourism and residential appeal.

La. R.S. 25:799(E)(1).

Notably, one of the specific purposes, objects, and powers of the district is “[e]nhancing and providing dedicated public safety, reducing homelessness, infrastructure enhancement, and sanitation within the district by financing supplemental safety and sanitation services.” La. R.S. 25:799(G)(16). On June 20, 2025, the Governor signed Act 445, which amended La. R.S. 25:799 and adds the following language:

When the city of New Orleans, due to a lack of city-employed staff or a lawfully contracted vendor, cannot provide sanitation services within the French Quarter at a level reasonably commensurate with historic practices, the district may procure its own emergency contract to ensure continuation of services within its boundaries. The costs for emergency sanitation services procured pursuant to this Section shall be reimbursed by the city of New Orleans. The emergency contract procured by the district shall continue until such time as the city resumes service through its own employees or pursuant to a lawfully procured and executed contract.

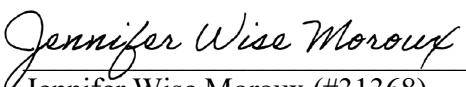
La. R.S. 25:799(K)(4) (eff. Aug. 1, 2025).<sup>14</sup> Accordingly, if no lawfully contracted sanitation vendor is in place by August 1, 2025, the District is expressly authorized to procure an emergency sanitation vendor and bill the City for the costs—ensuring continued sanitation services within the French Quarter.

### **CONCLUSION**

WHEREFORE, the State of Louisiana, through its chief legal officer, Liz Murrill, in her capacity as Attorney General, respectfully requests that the injunction sought by Plaintiffs be granted, and that the City be enjoined from performing under or giving effect to the proposed emergency contract with Henry Consulting.

Respectfully submitted,

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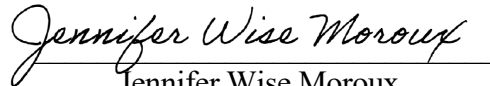
<sup>14</sup> This language was added by 2025 La. Sess. Law Serv. Act 445 (H.B. 195).

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing pleading has been served on counsel  
of record for all parties by email this 21<sup>st</sup> day of July, 2025

  
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Jennifer Wise Moroux