

JANICE C. LeBLANC AND
MICHELLE LEBLANC LEBRUN

* 16TH JUDICIAL DISTRICT COURT

VS. NO. 140231

* PARISH OF ST. MARY

JONATHAN W. SCULLY

* STATE OF LOUISIANA

PETITION IN SUIT ON PROMISSORY NOTE(S).
EXECUTORY PROCESS AND FUNDS DUE

The petition of JANICE C. LeBLANC, widow of Gerard M. LeBlanc, appearing herein through her Agent, Michelle LeBlanc LeBrun (fka Michelle LeBlanc Porth), a person of the full age of majority and resident of the Parish of St. Mary, State of Louisiana ("Leblanc") and Michelle Leblanc Lebrun ("Lebrun"), a person of full age of majority and resident of the Parish of St. Mary State of Louisiana, hereinafter referred to as a Party and/or Plaintiff or collectively Parties and/or Plaintiffs.

1.

The Defendant, JONATHAN W. SCULLY, a single man, domiciled in St. Mary Parish, Louisiana, is indebted to Petitioner in the initial amount of TWO HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED EIGHTY FOUR and 25/100 DOLLARS (\$229,784.25) together with interest thereon at the rate of three and one-half (3.5%) per annum from the date upon which the note was originally due until paid in full, and with reasonable attorney's fees in an amount equal to twenty-five (25%) percent of the total principal and interest collectible under this Note, for the following reasons:

2.

Venue for this proceeding is proper in St. Mary Parish, Louisiana pursuant to Article 42 of the Louisiana Code of Civil Procedure.

3.

Leblanc is the holder and owner, for good and valuable consideration, of a certain promissory note (the "January Note"), payable to the order of JANICE C. LeBLANC, executed by the Defendant, JONATHAN W. SCULLY, on January 19, 2024, and made payable to the order of Petitioner, in the principal amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, bearing interest at the rate of 3.5% per annum, and payable in ninety-six (96) successive monthly installments in the amount of FIVE HUNDRED NINETY-EIGHT DOLLARS AND NO/100 (\$598.00) DOLLARS, which payments were to commence on March 1, 2024, all as more fully described in the copy of the note, attached and incorporated by reference as Plaintiff's

Exhibit (P-1), as required by Louisiana Code of Civil Procedure Article 2635(A)(3).

4.

The note stipulates that on the failure to pay any installment within thirty (30) days of the date when due, Petitioner should have the right, at its sole option, to accelerate the maturity and insist on immediate payment in full of the unpaid principal balance then outstanding under this Note, plus accrued interest at the rate of ten (10%) percent, and reasonable attorney's fees in an amount equal to twenty-five (25%) percent of the total principal and interest collectible and owed under this Note, from the date upon which payment was originally due until paid in full.

5.

The balance on the Note as of March 1, 2024, is FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, and Defendant has failed and refused to make timely payments since that time. There remains a balance due and unpaid on the account represented by the Note, plus interest from March 1, 2024, until finally paid, and reasonable attorney's fees in an amount equal to twenty-five (25%) percent of the total principal and interest.

6.

To secure payment of the Note, Defendant granted a security interest in the following property (the "Property):

Any and all of the Borrower's present and future rights, title and interest in and to all of his membership interest in Pelican Contractors of USA, L.L.C., together with any accessions.

7.

In the Note, Defendant confessed judgment, consented to the seizure and sale of the property under executory process if the Note was not paid in accordance with the terms thereof, and additionally: (A) waives any benefit of appraisal as provided under Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale, recognizing that no appraisal shall be required prior to sale; (B) waives the demand and three days delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (C) waives the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (D) waives the three days delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (E) waives all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

8.

Pursuant to the C.C.P. Article 2631 et seq., Leblanc is entitled to have issued an order of executory process and a writ of seizure and sale, respecting the Property described above.

9.

There is a second note ("June Note"), for TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) signed by Jonathan W. Scully, issued to Michelle LeBlanc Porth, on the 24th day of June, 2024, in front of Patrick Skiles, Notary Public, and Amanda Bernadou and Rhonda Gaudet, as witnesses, which note was payable in monthly installments of \$386.66 per month for sixty (60) consecutive months beginning August 1, 2024 and continuing each month thereafter due and payable on the first (1st) day of each month until paid in full, bearing interest at six (6%) percent per annum for a total payment of \$23,199.00 over the term of the Note, all as more fully described in the copy of the note, attached and incorporated by reference as Plaintiff's Exhibit (P-2), as required by Louisiana Code of Civil Procedure Article 2635(A)(3).

10.

The June Note stipulates that failure to pay any one installment of principal or interest, promptly when due, shall mature the entire balance of this indebtedness and render the same due, payable and exigible at the option of the holder. There remains a balance due and unpaid on the account represented by the Note, plus interest from August 1, 2024, and reasonable attorney's fees in an amount equal to twenty-five (25%) percent of the total principal and interest.

11.

Petitioner Michelle LeBlanc has been granted the Power of Attorney for her mother, Janice Chaisson LeBlanc as is filing this Petition individually and in her capacity as agent and representative of her mother Janice Chaisson Leblanc. (see Exhibit P-3)

12.

In addition to the above and foregoing Note and June Note, Plaintiffs advanced money to Jonathan W. Scully totaling ONE HUNDRED FIFTY NIN THOUSAND SEVEN HUNDRED EIGHTY FOUR and 00/100 DOLLARS (\$159,784.25), itemized as follows:

- A. Check #1340 payable to Jonathan Scully dated 9/19/2024 in the amount of \$50,000.00 (see attached *in globo* Exhibit P-4); - Shadowlawn
- B. Check #1530 payable to Jonathan Scully dated 11/15/24 in the amount of \$5,000.00 (see attached *in globo* Exhibit P-4);
- C. Check #1343 in the amount of \$10,000.00 payable to Jonathan Scully dated 3/5/2025 (see attached *in globo* Exhibit P-4);
- D. Check #1344 in the amount of \$435.00 payable to Jonathan Scully dated 3/7/2025

(see attached *in globo* Exhibit P-4);

- E. Check #1506 in the amount of \$30,000.00 payable to Long Law Firm dated 2/20/2025 (see attached *in globo* Exhibit P-4);
- F. Check #1326 in the amount of \$17,903.00 payable to Jonathan Scully; - Fairview/Shadowlawn (see attached *in globo* Exhibit P-4);
- G. Check #1328 in the amount of \$20,000.00 payable to Long Law Firm dated 4/8/2025 (see attached *in globo* Exhibit P-4);
- H. Check #1564 in the amount of \$4,020.00 payable to Jonathan Scully dated 6/2/2025 (see attached *in globo* Exhibit P-4);
- I. Check #1287 in the amount of \$6,381.25 payable to Jonathan Scully dated 7/15/2025 (see attached *in globo* Exhibit P-4);
- J. Check #1515 in the amount of \$2,925.00 payable to Jonathan Scully dated 6/17/2025 (see attached *in globo* Exhibit P-4);
- K. Check #1516 in the amount of \$5,200.00 payable to Jonathan Scully dated 6/23/2025 (see attached *in globo* Exhibit P-4);
- L. Check #1518 in the amount of \$1,120.00 payable to Jonathan Scully dated 7/1/2025 (see attached *in globo* Exhibit P-4);
- M. Check #1566 in the amount of \$3,000.00 payable to Jonathan Scully dated 7/28/2025 (see attached *in globo* Exhibit P-4); and
- N. Check #1284 in the amount of \$3,800.00 payable to Jonathan Scully dated 8/14/2025 (see attached *in globo* Exhibit P-4). (collectively the "Informal Loans")

13.

Each of the individual transactions described in Section 12 above, the Informal Loans, were made pursuant to oral loan agreements. The loans were made in response to a representation from Scully that the loans would be memorialized and guaranteed through a separate written promissory note. That note was never perfected by the parties. Absent the execution of a separate written promissory note, the parties agreed that the Informal Loans were due and payable upon demand.

14.

On or about November 13, 2025 Leblanc issued a written demand for payment on Scully for payment of the January Note, the March Note, and the Informal Loans. (see attached P-5)

15.

Defendant, despite receipt of written demand for payment, has not paid all amounts owed under the January Note, the March Note, and the Informal Loans.

16.

Defendant has been placed defaulted on the January Note, the March Note, and the Informal Loans and as a direct result of Defendants' breaches, Plaintiffs have sustained monetary

damages of not less than TWO HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED EIGHTY FOUR and 25/100 DOLLARS (\$229,784.25) plus legal fees, costs, and interest, which continue to accrue.

WHEREFORE, Plaintiffs JANICE C. LEBLANC and MICHELLE LEBLANC LEBRUN respectfully prays that after due proceedings be had there be judgment herein in favor of Plaintiffs, JANICE C. LeBLANC and MICHELLE LEBLANC LEBRUN, and against Defendant, JONATHAN W. SCULLY, for the following:

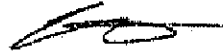
1. The principal sum full and true amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, plus interest at the rate of ten (10%) per annum on all such late payments from the date upon which payment was originally due until paid in full, with reasonable attorney's fees in an amount equal to twenty-five (25%) percent of the total principal and interest collectible and owed under the Note.
2. The principal amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, plus interest at the rate of ten (10%) per annum on all such late payments from the date upon which payment was originally due until paid in full, with reasonable attorney's fees in an amount equal to twenty-five (25%) percent of the total principal and interest collectible and owed under the Note.
3. Damages in the amount ONE HUNDRED FIFTY NIN THOUSAND SEVEN HUNDRED EIGHTY FOUR and 00/100 DOLLARS (\$159,784.25) plus judicial interest from date of legal demand;
4. Issue an ORDER of executory process and writ of seizure and sale be issued, directing the Sheriff of St. Mary Parish, Louisiana, to seize and sell, with appraisal, and according to law, Jonathan W. Scully's Membership Units in Pelican Contractors of USA, LLC, together with any rights, revenues, proceeds, and/or attachments thereto, to pay and satisfy the claims of Petitioner, in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, together with interest at the rate of ten (10%) per annum on all such late payments from the date upon which payment was originally due until paid in full, with reasonable attorney's fees in an amount

equal to twenty-five (25%) percent of the total principal and interest collectible and owed under this Note, and all costs of this proceeding;

5. And for all general and equitable relief.

RESPECTFULLY SUBMITTED:

BLUE WILLIAMS, L.L.P.



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PLEASE SERVE

JONATHAN W. SCULLY
1007 Woodview Ct.
Morgan City, LA 70380

JANICE C. LEBLANC AND
MICHELLE LEBLANC LEBRUN

STATE OF LOUISIANA

VS. NO. 140,231, DIV. "G"

16TH JUDICIAL DISTRICT COURT

JONATHAN W. SCULLY

PARISH OF ST. MARY

ANSWER TO PETITION

NOW INTO COURT comes defendant, JONATHAN W. SCULLY, who would, with respect, file the Answer to Petition in Suit on Promissory Note(s) Executory Process and Funds due filed by the plaintiffs, Janice C. Leblanc and Michelle Leblanc Lebrun, and respectfully avers as follows:

1.

The allegations contained in Paragraph 1 are denied.

2.

The allegations contained in Paragraph 2 are admitted.

3.

The allegations contained in Paragraph 3 consists of legal conclusions to which no response is required. To the extent a response is required, the allegations are denied due to a lack of sufficient information to justify a belief in the truth thereof. Furthermore, the "January Note" referenced in Paragraph 3 is best evidence of the terms and conditions contained therein.

4.

The allegations contained in Paragraph 4 consists of legal conclusions to which no response is required. To the extent a response is required, the allegations are denied due to a lack of sufficient information to justify a belief in the truth thereof. Furthermore, the "January Note" referenced in Paragraph 4 is best evidence of the terms and conditions contained therein.

5.

The allegations contained in Paragraph 5 are denied.

6.

The allegations contained in Paragraph 6 is denied due to a lack of sufficient information to justify a belief in the truth thereof.

7.

The allegations contained in Paragraph 7 are denied.

8.

The allegations contained in Paragraph 8 are denied.

9.

The allegations contained in Paragraph 9 consists of legal conclusions to which no response is required. To the extent a response is required, the allegations are denied due to a lack of sufficient information to justify a belief in the truth thereof. Furthermore, the "June Note" referenced in Paragraph 9 is best evidence of the terms and conditions contained therein.

10.

The allegations contained in Paragraph 10 consists of legal conclusions to which no response is required. To the extent a response is required, the allegations are denied due to a lack of sufficient information to justify a belief in the truth thereof. Furthermore, the "June Note" referenced in Paragraph 10 is best evidence of the terms and conditions contained therein.

11.

The allegations contained in Paragraph 11 are denied due to a lack of sufficient information to justify a belief in the truth thereof.

12.

The allegations contained in Paragraph 12 are denied including subparts A through N.

13.

The allegations contained in Paragraph 13 are denied.

14.

The allegations contained in Paragraph 14 are denied.

15.

The allegations contained in Paragraph 15 are denied.

16.

The allegations contained in Paragraph 16 are denied.

17.

The allegations contained in the "Wherefore" Paragraph are denied, including subparts 1 through 5.

IN FURTHER ANSWER, Defendant specifically pleads as follows:

18.

Defendant denies that he is default of the promissory notes or any other monies alleged to be due. Defendant has made payments and is continuing to make payments on the promissory notes. Furthermore, to the extent that the plaintiffs may have made informal loans to the defendant, it was never agreed that the informal loans were due and payable upon demand.

Defendant further avers that he is entitled to a credit of \$100,000 against any monies allegedly owed to the plaintiffs. Specifically, the parties agreed that the defendant would (and did) sell his building and property located at 107 Tournament Boulevard in Berwick, Louisiana 70342 to Michelle Leblanc Lebrun for \$100,000 under appraised value as collateral against any money owed by the defendant to the plaintiffs.

Considering the foregoing, defendant, JONATHAN W. SCULLY, respectfully prays that this, his Answer to Petition in Suit on Promissory Note(s) Executory Process and Funds due be deemed good and sufficient and that after due proceedings had, there be judgment herein in his favor and against plaintiffs, dismissing all claims, with prejudice, at plaintiffs cost, awarding all costs, expenses and attorneys' fees incurred in defending this matter, and conferring all such other or further relief as equity and the justice of this cause may require and permit.

RESPECTFULLY SUBMITTED:

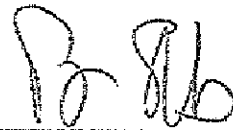
AMO TRIAL LAWYERS



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been forwarded to counsel of record, via email and properly addressed on this 9 day of April, 2026.



S. PATRICK SKILES