Kim Turlich-Vaughan

PLAQUEMINES PARISH CLERK OF COURT

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF PLAQUEMINES

CERTIFICATION OF RECORD

I, FRANK J. BORNE, JR., Deputy Clerk of Court for the 25th Judicial District Court, Plaquemines Parish, Louisiana, do hereby certify that the attached is a true and correct certified copy of the entire proceeding to this date, consisting of 2,345 pages and entitled

STATE OF LOUISIANA
25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

No.: 61-798 **Division:** "B"

CHARLES W. FASTERLING, ET AL

v.

HILCORP ENERGY COMPANY, ET AL

of the civil docket of the 25th Judicial District Court, State of Louisiana, this 21st day of MAY, 2026.

Kim Turlich-Vaughan

KIM TURLICH-VAUGHAN
Plaquemines Parish Clerk of Court

Frank J. Borne, Jr.

Chief Deputy Clerk of Court

ELECTRONICALLY FILED
2026 May 18 10:30 AM
00061798
Plaquemines Parish LA - 25th JDC
Kim Turlich-Vaughan, Clerk of Court

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION B**

CHARLES W. FASTERLING, ET EL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED:_____ _____
DEPUTY CLERK

NOTICE OF FILING NOTICE OF REMOVAL

PLEASE TAKE NOTICE that on May 15, 2026, Chevron U.S.A. Inc., Chevron U.S.A. Holdings Inc., and the ConocoPhillips Company, filed in the office of the Clerk of the United States District Court for the Eastern District of Louisiana, a Notice of Removal of the above action to said United States District Court.

A copy of such Notice of Removal is annexed hereto.

Respectfully submitted:

/s/ Alexandra White
Alexandra White (#29478) – Lead Attorney
lwhite@susmangodfrey.com
SUSMAN GODFREY L.L.P.
Eric J. Mayer (#14184)
emayer@susmangodfrey.com
1000 Louisiana Street, Suite 5100
Houston, Texas 77002-5096
Telephone: (713) 651-9366
Facsimile: (713) 654-6666

KEAN MILLER LLP
Pamela R. Mascari (#25162)
pam.mascari@keanmiller.com
Charles S. McCowan III (#19699)
trey.mccowan@keanmiller.com
John C. Funderburk (#35597)
John.funderburk@keanmiller.com
II City Plaza, 400 Convention St., Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

KEAN MILLER LLP
Michael R. Phillips (#21020)

ELECTRONICALLY FILED
2026 May 18 10:30 AM
00061798
Plaquemines Parish LA - 25th JDC
Kim Turlich-Vaughan, Clerk of Court

mike.phillips@keanmiller.com
Claire E. Juneau (#33209)
claire.juneau@keanmiller.com
Michael A. Levatino, Jr. (#39961)
michael.levatino@keanmiller.com
First Bank and Trust Tower
909 Poydras Street, Suite 3600
New Orleans, LA 70112
Telephone: (504) 585-3050
Facsimile: (504) 585-3051

Attorneys for Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc.

HAYNES AND BOONE, LLP

/s/ Michael J. Mazzone
Michael J. Mazzone (#36572)
michael.mazzone@haynesboone.com
Haynes and Boone, LLP
1221 McKinney, Suite 4000
Houston, Texas 77010
Telephone: (713) 547-2115
Fax: (713) 236-5662

and

Michele H. DeShazo (#29893)
mdeshazo@deshazolegal.com
The Law Office of Michele H. DeShazo, LLC
612 South Jefferson Ave.
Covington, LA 70433
(985) 801-9675

Attorneys for ConocoPhillips Company

CERTIFICATE OF SERVICE

I certify that on May 18, 2026, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.

/s/ Alexandra White
Alexandra White

FILED

AUG 16 2023

DEPUTY CLERK
PLAQUEMINES PARISH, LA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 61-798 DIVISION B

CHARLES W. FASTERLING, et al.

versus

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., et al.

FILED: _____ _____
DEPUTY CLERK

ORDER

The Motion of defendant, Anadarko E&P Onshore LLC, to Withdraw and Substitute Counsel of Record having been considered;

IT IS ORDERED by the Court that Deborah D. Kuchler, Michele H. DeShazo, Sarah E. Iiams, and Nicholas S. Wise of Kuchler Polk Weiner, LLC be withdrawn as counsel of record for Anadarko, and Martin A. Stern, Leigh Ann Schell, Alexandra R. Lamb, and Luke G. LaHaye be substituted in their place as co-counsel of record for Anadarko with Jeffrey J. Zeiger, Zharna Shah, Mike Zolfo, and Christine G. Scherer.

Pointe A La Hache, Louisiana, this 16th day of August, 2023.

_____
JUDGE

Submitted Date: 8/10/2023 3:43 PM
Case Number: 00061798
Plaquemines Parish, LA
Deputy Clerk: Lane Stockstill

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO.61-798 DIVISION B

CHARLES W. FASTERLING, et al.

versus

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., et al.

FILED: 8/10/23 _____ _____
DEPUTY CLERK

REQUEST FOR WRITTEN NOTICE

In accordance with the provisions of the Louisiana Code of Civil Procedure, you are hereby requested to give us written notice by mail ten days in advance of the date fixed for trial of this case, whether on exceptions, rules, or the merits thereof.

In accordance with the provisions of the Louisiana Code of Civil Procedure, you are also requested to send us, immediately, notice of any order or judgment made or rendered in this case, upon entry of such order or judgment.

Respectfully submitted,

s/ Leigh Ann Schell
Martin A. Stern (No. 17154)
Leigh Ann Schell, T.A. (No. 19811)
Alexandra R. Lamb (No.37847)
Luke G. LaHaye, (No. 38809)
leighann.schell@arlaw.com
martin.stern@arlaw.com
alex.lamb@arlaw.com
luke.lahaye@arlaw.com
ADAMS AND REESE LLP
701 Poydras Street, Suite 4500
New Orleans, Louisiana 70139
Tel: (504) 581-3234
Fax: (504) 566-0210

Jeffrey J. Zeiger, P.C. (pro hac vice)
Zharna Shah (pro hac vice)
Mike Zolfo (pro hac vice)
Christin G. Scherer (pro hac vice)
jzeiger@kirkland.com
zharna.shah@kirkland.com
mike.zolfo@kirkland.com
christine.scherer@kirkland.com
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Tel: (312) 862-2000
Fax: (312) 862-2200

Attorneys for Anadarko E&P Onshore LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been served upon all counsel of record by electronic mail or regular mail on this 10th day of August, 2023.

s/ Leigh Ann Schell

Submitted Date: 8/10/2023 3:41 PM
Case Number: 00061798
Plaquemines Parish, LA
Deputy Clerk: Lane Stockstill

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 61-798 DIVISION B

CHARLES W. FASTERLING, et al.

versus

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., et al.

FILED: 8/10/23 Lane Stockstill
DEPUTY CLERK

MOTION TO WITHDRAW AND SUBSTITUTE COUNSEL OF RECORD

NOW INTO COURT, through undersigned counsel, comes defendant Anadarko E&P Onshore LLC ("Anadarko"), who respectfully requests that Deborah D. Kuchler, Michele H. DeShazo, Sarah E. Iiams, and Nicholas S. Wise of Kuchler Polk Weiner, LLC be withdrawn as counsel of record for Anadarko, and that Martin A. Stern, Leigh Ann Schell, Alexandra R. Lamb, and Luke G. LaHaye of Adams and Reese LLP be substituted in their place as co-counsel of record for Anadarko, with Jeffrey J. Zeiger, Zharna Shah, Mike Zolfo, and Christine G. Scherer of Kirkland & Ellis LLP remaining as counsel for Anadarko.

Respectfully submitted,

s/ Leigh Ann Schell Martin A. Stern (No. 17154) Leigh Ann Schell, T.A. (No. 19811) Alexandra R. Lamb (No. 37847) Luke G. LaHaye, (No. 38809) *martin.stern@arlaw.com* *leighann.schell@arlaw.com* *alex.lamb@arlaw.com* *luke.lahaye@arlaw.com* ADAMS AND REESE LLP 701 Poydras Street, Suite 4500 New Orleans, Louisiana 70139 Tel: (504) 581-3234 Fax: (504) 566-0210	*s/ Deborah D. Kuchler* Deborah D. Kuchler, T.A. (No. 17013) Michele H. DeShazo (No. 29893) Sarah E. Iiams (No. 22418) Nicholas S. Wise (No. 34161) *dkuchler@kuchlerpolk.com* *mdeshazo@kuchlerpolk.com* *siiams@kuchlerpolk.com* *nwise@kuchlerpolk.com* KUCHLER POLK WEINER, LLC 1615 Poydras Street, Suite 1300 New Orleans, Louisiana 70112 Tel: (504) 592-0691 Fax: (504-592-0697

Jeffrey J. Zeiger, P.C. (*pro hac vice*) Zharna Shah (*pro hac vice*) Mike Zolfo (*pro hac vice*) Christin G. Scherer (*pro hac vice*) *jzeiger@kirkland.com* *zharna.shah@kirkland.com* *mike.zolfo@kirkland.com* *christine.scherer@kirkland.com* KIRKLAND & ELLIS LLP 300 North LaSalle Chicago, Illinois 60654 Tel: (312) 862-2000 Fax: (312) 862-2200	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been served upon all counsel of record by electronic mail or regular mail on this 10th day of August, 2023.

s/ Leigh Ann Schell
Leigh Ann Schell

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 61-798 DIVISION B

CHARLES W. FASTERLING, et al.

versus

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., et al.

FILED: _____ _____
DEPUTY CLERK

ORDER

The Motion of defendant, Anadarko E&P Onshore LLC, to Withdraw and Substitute Counsel of Record having been considered;

IT IS ORDERED by the Court that Deborah D. Kuchler, Michele H. DeShazo, Sarah E. Iiams, and Nicholas S. Wise of Kuchler Polk Weiner, LLC be withdrawn as counsel of record for Anadarko, and Martin A. Stern, Leigh Ann Schell, Alexandra R. Lamb, and Luke G. LaHaye be substituted in their place as co-counsel of record for Anadarko with Jeffrey J. Zeiger, Zharna Shah, Mike Zolfo, and Christine G. Scherer.

_____, Louisiana, this _____ day of _____, 2023.

_____
JUDGE

STATEMENT

Clerk of Court - Plaquemines Parish

Kim Turlich-Vaughan
Clerk of Court

25th Judicial District

301 Main Street
P.O. Box 40
Belle Chasse, LA 70037
Phone : (504) 934-6610

Statement Date	Case Number	Amount Due
06/01/2023	00061798 - Division B	$4.00

Attorney Firm : LISKOW & LEWIS
Attorney Name : BORGEN, EMILY C

IN RE : FASTERLING ET AL, CHARLES W
VS.
HILCORP ENERGY COMPANY ET AL

Party : Defendant - BP AMERICA PRODUCTION CO

Date	Description	Amount
06/01/2023	**Court costs to date in above entitled numbered matter**	$1,596.00
	Refunds Paid	$0.00
	Advance Deposit	$1,592.00 -
	Balance	**$4.00**
	Advance Deposit Required	$0.00
	Total Due	**$4.00**

LISKOW & LEWIS
1200 CAMELLIA BLVD SUITE 300
LAFAYETTE, LA 70508

FILED
FEB 08 2023
DEPUTY CLERK
PLAQUEMINES PARISH, LA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.,

FILED: _____ _____
DEPUTY CLERK

NOTICE OF CHANGE OF PHYSICAL ADDRESS

NOW INTO COURT, through undersigned counsel, comes defendant BP America Production Company ("BP"), who provides notice that Liskow & Lewis has moved its physical address in Lafayette, Louisiana to 1200 Camellia Boulevard, Suite 300, Lafayette, Louisiana 70508.

Accordingly, all notices should be sent and service made as set forth in our signature block below. Respectfully submitted,

George Arceneaux III (Bar No. 17442)
Brian W. Capell (Bar No. 32381)
LISKOW & LEWIS
1200 Camellia Blvd., Suite 300
Lafayette, LA 70508
Telephone: (337) 232-7424

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by electronic mail.

Lafayette, Louisiana this 6th day of February, 2023.

Liskow

FILED
FEB 08 2023
DEPUTY CLERK
PLAQUEMINES PARISH, LA

February 6, 2023

George Arceneaux III
garceneaux@Liskow.com

Honorable Kim Turlich-Vaughan
Clerk of Court – Plaquemines Parish
P. O. Box 40
Belle Chasse, LA 70037-0040

Re: *Charles W. Fasterling, et al vs. Hilcorp Energy Company, et al*
25th Judicial District Court
Plaquemines Parish, Louisiana
Docket No. 61798, Div. B

Dear Ms. Turlich-Vaughan:

Enclosed for filing is an original and one (1) copy of a Notice of Change of Physical Address for filing into the record of the above captioned proceeding. We ask that you please stamp the copy with your stamp reflecting date and time of filing and return same to us in the enclosed, self-addressed envelope.

Your usual courtesies and assistance are sincerely appreciated.

Sincerely,

George Arceneaux/mb

George Arceneaux III

GAIII:mb
Enclosure
cc: Gladstone N. Jones, III, Esq./Eberhard D. Garrison, Esq./Kevin E. Huddell, Esq./Emma Elizabeth Antin Daschbach, Esq./Andrew K. Jacoby, Esq./Rose Murray, Esq.
Bernard Boudreaux, Jr., Esq.
James R. Swanson, Esq./Lance C. McCardle, Esq./Benjamin D. Reichard, Esq./E. Blair Schilling, Esq./Brent B. Barriere, Esq.
Ashley E. Philen, Esq./J. Rock Palermo, III, Esq./J. Michael Veron, Esq./Turner D. Brumby, Esq.
S. Jacon Braud, Esq.

Deborah D. Kuchler, Esq./Leigh Ann T. Schell, Esq./Robert E. Guidry, Esq./Sarah E. Iiams, Esq.
Joe B. Norman, Esq. /Kelly Becker, Esq. /James E. Lapeze, Esq./Tyler D. Trew, Esq. /Robert B. McNeal, Esq.
Matthew Heartney, Esq.
Nancy Milburn, Esq.
Louis Victor Gregoire, Jr., Esq./Claire E. Juneau, Esq./Pamela R. Mascari, Esq.
Alexandra Giselle White, Esq./Eric Julian Mayer, Esq.
Michael R. Phillips, Esq./Bradley J. Schlotterer, Esq./Dylan T. Thriffiley, Esq./
Richard S. Pabst, Esq./ Brett P. Fenasci, Esq./Tyler M. Kostal, Esq.
Craig Isenberg, Esq./Richard E. Sarver, Esq.
Carl D. Rosenblum, Esq./Alida C. Hainkel, Esq./Covert J. Geary, Esq./Lauren C. Mastio, Esq.
Mark A. Marionneaux, Esq.
Deborah D. Kuchler, Esq.

GLADSTONE N. JONES, III; LYNN E. SWANSON;
KEVIN E. HUDDELL; AND BESSIE A. DASCHBACH

ARE PLEASED TO ANNOUNCE THE OPENING OF

JONES SWANSON HUDDELL & DASCHBACH LLC

ATTORNEYS AT LAW

PAN-AMERICAN LIFE CENTER • 601 POYDRAS STREET, SUITE 2655
NEW ORLEANS, LOUISIANA 70130
TELEPHONE 504-523-2500 TELECOPIER 504-523-2508
WWW.JONESSWANSON.COM

(FORMERLY JONES, SWANSON, HUDDELL & GARRISON, L.L.C.)

JONES
SWANSON
HUDDELL &
DASCHBACH LLC

Gigi Reed
greed@jonesswanson.com

July 29, 2022

FILED
AUG 04 2022
DEPUTY CLERK
PLAQUEMINES PARISH, LA

The Honorable Kim Turlich-Vaughan
Clerk of Court
25th Judicial District Court
301 Main Street
Belle Chasse, LA 70037

RE: ***Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.***
25th JDC, Parish of Plaquemines, No. 61-798, Division "B"
Our File No.: CF 636

Dear Hon. Turlich-Vaughan:

Please be advised our firm name has changed to:

Jones Swanson Huddell & Daschbach LLC

We have attached a card for your easy reference. Please be so kind as to update above-referenced matter in your system.

Thank you in advance for your assistance.

Sincerely,

Gigi Reed
Legal Assistant

/gr
Attachment

NOVEMBER 5, 2020

PURSUANT TO ADJOURNMENT, THE COURT MET:

PRESENT: THE HONORABLE MICHAEL D. CLEMENT, JUDGE, DIVISION "B"

MICHELE L. LAFRANCE, OFFICIAL COURT REPORTER

TARA B. ORDOYNE, DEPUTY CLERK

Case #: 00061798

CHARLES W FASTERLING ET AL

VERSUS

HILCORP ENERGY COMPANY ET AL, ET AL

On the parties unopposed motion and without objection, the Court continued the Dilatory and Peremptory Exceptions on Behalf of Anadarko E&P Onshore LLC, Dilatory and Peremptory Exceptions on Behalf of Tennessee Gas Pipeline Company, L.L.C., Dilatory and Peremptory Exceptions on Behalf of Conocophillips Company and The Louisiana Land and Exploration Company LLC, Mosaic's Exceptions to the Petition, Dilatory Exception on Behalf of BP America Production Company, Peremptory Exceptions on Behalf of BP America Production Company, Hilcorp Energy Company's Dilatory and Peremptory Exceptions, and Exceptions on Behalf of Chevron Defendants, in this matter without date.

***** Session Bottom *****

* * * * * * * * * * * * *

THIS CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT EXTRACT OF THE MINUTES OF THIS COURT FOR THE DATE OR DATES INDICATED.

BELLE CHASSE, LOUISIANA THIS _____ DAY OF_____20_____.

_____

DEPUTY CLERK

25TH JUDICIAL DISTRICT COURT

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

91 7199 9991 7039 4585 5437

TO: **DAVID N LUDER**
BARRASSO USDIN JUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST, 24TH FL
NEW ORLEANS, LA 70112

91 7199 9991 7039 4585 5444

DEBORAH D KUCHLER
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

91 7199 9991 7039 4585 5451

EMILY C BORGEN
LISKOW & LEWIS
PO BOX 52008
LAFAYETTE, LA 70505

91 7199 9991 7039 4585 5468

KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST., SUITE 2655
NEW ORLEANS, LA 70130

91 7199 9991 7039 4585 5475

LAUREN C MASTIO
JONES WALKER LLP
201 ST. CHARLES AVE, 49TH FL
NEW ORLEANS, LA 70170-5100

91 7199 9991 7039 4585 5482

PAMELA R MASCARI
KEAN MILLER LLP
II CITY PLAZA
400 CONVENTION ST, STE 700
BATON ROUGE,, LA 70802

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to NOVEMBER 5, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 13TH day of AUGUST, 2020.*

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
August 18, 2020

Edward E/S

Deputy Clerk of Court

[ATTORNEY COPY]

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 61-798 DIVISION "B"

CHARLES W. FASTERLING, ET AL

VERSUS

HILCORP ENERGY COMPANY, ET AL

FILED: _____

FILED
AUG 13 2020
DEPUTY CLERK
DY. CLERK

ORDER

IT IS HEREBY ORDERED that the Dilatory and Peremptory Exceptions on Behalf of Anadarko E&P Onshore LLC, Dilatory and Peremptory Exceptions on Behalf of Tennessee Gas Pipeline Company, L.L.C., Dilatory and Peremptory Exceptions on Behalf of Conocophillips Company and The Louisiana Land and Exploration Company LLC, Mosaic's Exceptions to the Petition, Dilatory Exception on Behalf of BP America Production Company, Peremptory Exceptions on Behalf of BP America Production Company, Hilcorp Energy Company's Dilatory and Peremptory Exceptions, and Exceptions on Behalf of Chevron Defendants previously scheduled on the 9th day of November, 2020 is hereby reset to the 5th day of November, 2020 at 10:30 a.m. in Pointe A-La- Hache.

Pointe-A-La-Hache, Louisiana, this 13th day of August, 2020.

JUDGE

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 61-798 DIVISION "B"

CHARLES W. FASTERLING, ET AL

VERSUS

HILCORP ENERGY COMPANY, ET AL

FILED:_____ _____

DEPUTY CLERK

ORDER

IT IS HEREBY ORDERED that the Dilatory and Peremptory Exceptions on Behalf of Anadarko E&P Onshore LLC, Dilatory and Peremptory Exceptions on Behalf of Tennessee Gas Pipeline Company, L.L.C., Dilatory and Peremptory Exceptions on Behalf of Conocophillips Company and The Louisiana Land and Exploration Company LLC, Mosaic's Exceptions to the Petition, Dilatory Exception on Behalf of BP America Production Company, Peremptory Exceptions on Behalf of BP America Production Company, Hilcorp Energy Company's Dilatory and Peremptory Exceptions, and Exceptions on Behalf of Chevron Defendants previously scheduled on the 9th day of November, 2020 is hereby reset to the 5th day of November, 2020 at 10:30 a.m. in Pointe A-La- Hache.

Pointe-A-La-Hache, Louisiana, this_____ day of _____, 2020.

_____

JUDGE

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: EMILY C BORGEN
LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to NOVEMBER 9, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 29TH day of MAY, 2020.*

Atty: KEVIN HUDDELL, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
JUNE 11, 2020

Edward E/S

Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: LAUREN C MASTIO
JONES WALKER LLP
201 ST. CHARLES AVE, 49TH FL
NEW ORLEANS, LA 70170-5100

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to NOVEMBER 9, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 29TH day of MAY, 2020.*

Atty: KEVIN HUDDELL, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
JUNE 11, 2020

Edward E/S

Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DAVID N LUDER
BARRASSO USDIN JUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST, 24TH FL
NEW ORLEANS, LA 70112

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to NOVEMBER 9, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 29TH day of MAY, 2020.*

Atty: KEVIN HUDDELL, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
JUNE 11, 2020

Edward E/S

Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: PAMELA R MASCARI
KEAN MILLER LLP
II CITY PLAZA
400 CONVENTION ST, STE 700
BATON ROUGE, , LA 70802

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to NOVEMBER 9, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 29TH day of MAY, 2020.*

Atty: KEVIN HUDDELL, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
JUNE 11, 2020

Edward E/S

Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DEBORAH D KUCHLER
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to NOVEMBER 9, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

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FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Parish of Plaquemines

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WITNESS THE HONORABLE JUDGE *of said Court this the 29TH day of MAY, 2020.*

Atty: KEVIN HUDDELL, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

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JUNE 11, 2020

Edward E/S

Deputy Clerk of Court

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____

DEPUTY CLERK

FILED
MAY 29 2020
BY CLERK

ORDER

CONSIDERING THE MOTION TO RESET THE EXCEPTIONS OF DEFENDANTS filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the exceptions filed by Defendants, Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C., are reset for hearing on November 9, 2020, at 10:30 a.m.

THUS DONE AND SIGNED this 29th day of May, 2020, in Pointe-a-la-Hache, Louisiana.

signed by Michael Clement 05/29/2020 11:34:18 p/mpH-FS

District Judge Michael D. Clement

FILED

MAY 28 2020

DEPUTY CLERK

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

UNOPPOSED MOTION TO RESET DEFENDANTS' EXCEPTIONS FOR HEARING

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas ("Plaintiffs"), who respectfully request that this Honorable Court reset the hearing on the Exceptions filed by Defendants Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C. All of the referenced exceptions have been set for rule on June 4, 2020, at 10:30 a.m.

Undersigned counsel has confirmed that November 9, 2020, at 10:30 a.m. is available for your Honor to hear the exceptions, and all parties would like to reset the hearing on the exceptions for that date.

Undersigned counsel has conferred with counsel for the defendants, and there is no opposition to this Motion to Reset. Defendants have also agreed to waive notice of the resetting of these exceptions. Undersigned counsel will provide notice of the new rule date to all counsel upon receipt of the signed Order attached hereto.

Respectfully submitted,

/s/ Eberhard D. Garrison
Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02219)
Kevin E. Huddell (#26930)
Eberhard D. Garrison (#22058)
Emma Elizabeth Antin Daschbach (#27358)
John T. Arnold (#31601)
Lindsay E. Reeves (#32703)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

James R. Swanson (#18455)
Benjamin D. Reichard (#31933)
Lance C. McCardle (#29971)
E. Blair Schilling (#35308)
Fishman Haygood, LLP
201 St. Charles Avenue, Suite 4600
New Orleans, LA 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo, III (#21793)
Turner D. Brumby (#33519)
Veron, Bice, Palermo & Wilson, LLC
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 26th day of May, 2020.

/s/ Eberhard D. Garrison
Eberhard D. Garrison

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

ORDER

CONSIDERING THE MOTION TO RESET THE EXCEPTIONS OF DEFENDANTS filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the exceptions filed by Defendants, Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C., are reset for hearing on November 9, 2020, at 10:30 a.m.

THUS DONE AND SIGNED this _____ day of _____, 2020, in Pointe-a-la-Hache, Louisiana.

_____

District Judge Michael D. Clement

FAX FILED

MAY 26 2020

DEPUTY CLERK

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

UNOPPOSED MOTION TO RESET DEFENDANTS' EXCEPTIONS FOR HEARING

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas ("Plaintiffs"), who respectfully request that this Honorable Court reset the hearing on the Exceptions filed by Defendants Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C. All of the referenced exceptions have been set for rule on June 4, 2020, at 10:30 a.m.

Undersigned counsel has confirmed that November 9, 2020, at 10:30 a.m. is available for your Honor to hear the exceptions, and all parties would like to reset the hearing on the exceptions for that date.

Undersigned counsel has conferred with counsel for the defendants, and there is no opposition to this Motion to Reset. Defendants have also agreed to waive notice of the resetting of these exceptions. Undersigned counsel will provide notice of the new rule date to all counsel upon receipt of the signed Order attached hereto.

Respectfully submitted,

/s/ Eberhard D. Garrison
Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02219)
Kevin E. Huddell (#26930)
Eberhard D. Garrison (#22058)
Emma Elizabeth Antin Daschbach (#27358)
John T. Arnold (#31601)
Lindsay E. Reeves (#32703)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, Louisiana 70130
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Facsimile: (504) 523-2508

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Turner D. Brumby (#33519)
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P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 26th day of May, 2020.

/s/ Eberhard D. Garrison
Eberhard D. Garrison

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

ORDER

CONSIDERING THE MOTION TO RESET THE EXCEPTIONS OF DEFENDANTS filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the exceptions filed by Defendants, Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C., are reset for hearing on November 9, 2020, at 10:30 a.m.

THUS DONE AND SIGNED this _____ day of _____, 2020, in Pointe-a-la-Hache, Louisiana.

_____
DISTRICT COURT JUDGE

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: EBERHARD D. GARRISON
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504-523-2508

THIS IS TO CERTIFY that a UNOPPOSED MOTION TO RESET DEFENDANTS' EXCEPTIONS FOR HEARING was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-934-6629 and 6 total pages were received and marked filed on May 26, 2020 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Wednesday, May 27, 2020.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. ***Within seven days****, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $0

FOOTERAREA

05/28/2018 12:33
Serial No. AA6R011004531
TC: 91219

Addressee	Start Time	Time	Prints	Result	Note
95232508	05-28 12:31	00:02:03	003/003	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: EBERHARD D. GARRISON
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504-523-2508

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Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Wednesday, May 27, 2020.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

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B. Within seven days, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $0

[FILED COPY]

JONES, SWANSON, HUDDELL & GARRISON, L.L.C.
Attorneys at Law
Pan-American Life Center
601 Poydras Street, Suite 2655
New Orleans, LA 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

DATE:	**May 26, 2020**
TO:	**Hon. Kim Turlich-Vaughan** **Clerk of Court** **25th JDC for the Parish of Plaquemines**
FAX NO:	**504-934-6629**
FROM:	**Cheryl A. Berner**
RE:	***Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.*** **Case No. 61-798, Division "B"** **Our File No.: CF 636**
Comments:	**Please see attached for Fax Filing. Thank you.**

Number of pages including cover sheet: 6

Original to follow: **Yes** *X* **No**

If there are any problems with receipt of this transmission, please call (504) 523-2500.

This facsimile transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. The information is intended solely for the use of the individual or entity named above.

JONES
SWANSON
HUDDELL &
GARRISON L.L.C

Cheryl A. Berner
cberner@jonesswanson.com

May 26, 2020

VIA FACSIMILE: (504) 934-6629
The Honorable Kim Turlich-Vaughan
Clerk of Court
25th Judicial District Court
301 Main Street
Belle Chasse, LA 70037

RE: ***Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.***
25th JDC, Parish of Plaquemines, No. 61-798, Division "B"
Our File No.: CF 636

Dear Ms. Turlich-Vaughan:

Enclosed please find *Plaintiffs' Unopposed Motion to Reset Defendants' Exceptions for Hearing,* which we are requesting be FAX FILED into the record of the above-captioned matter. Please advice of the costs of filing, including the costs for fax filing. We will remit payment along with the original within the time delays allowed by law.

Please feel free to contact me if you have any questions. With best regards, I remain

Very truly yours,

Cheryl A. Berner

Cheryl A Berner
Paralegal

/cb
Enclosures
cc: All Counsel of Record (via email)

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: EMILY C BORGEN
LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to JUNE 4, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 31ST day of JANUARY, 2020.*

Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Wednesday, February 5, 2020

_____

Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: LAUREN C MASTIO
JONES WALKER LLP
201 ST. CHARLES AVE, 49TH FL
NEW ORLEANS, LA 70170-5100

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to JUNE 4, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 31ST day of JANUARY, 2020.*

Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

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Wednesday, February 5, 2020

Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DAVID N LUDER
BARRASSO USDIN JUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST, 24TH FL
NEW ORLEANS, LA 70112

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to JUNE 4, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

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Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

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FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: PAMELA R MASCARI
KEAN MILLER LLP
II CITY PLAZA
400 CONVENTION ST, STE 700
BATON ROUGE, , LA 70802

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to JUNE 4, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

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Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

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Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to JUNE 4, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 31ST day of JANUARY, 2020.*

Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Wednesday, February 5, 2020

_____

Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DEBORAH D KUCHLER
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to JUNE 4, 2020 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 31ST day of JANUARY, 2020.*

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Deputy Clerk of Court

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this Notice was Issued to
the above person (s) on
Wednesday, February 5, 2020

Deputy Clerk of Court

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

FILED
JAN 31 2020
DY. CLERK

ORDER

CONSIDERING THE MOTION TO RESET THE EXCEPTIONS OF DEFENDANTS filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the exceptions filed by Defendants, Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C., are reset for hearing on June 4, 2020, at 10:30 a.m.

THUS DONE AND SIGNED this 31st day of January, ~~2019~~ 2020, in Pointe-a-la-Hache, Louisiana.

signed by Michael Clement 01/31/2020 03:18:30 RSR10EI

DISTRICT COURT JUDGE

FILED
JAN 31 2020
Sandra L. Gondella
DEPUTY CLERK

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

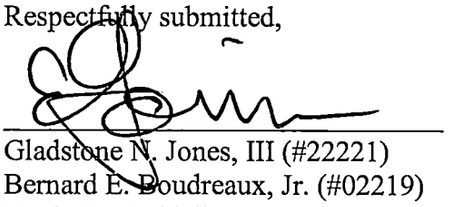
UNOPPOSED MOTION TO RESET DEFENDANTS' EXCEPTIONS FOR HEARING

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas ("Plaintiffs"), who respectfully request that this Honorable Court reset the hearing on the Exceptions filed by Defendants Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C. All of the referenced exceptions have been set for rule on February 6, at 10:30 a.m.

Undersigned counsel has confirmed that June 4, 2020, at 10:30 a.m. is available for your Honor to hear the exceptions, and all parties would like to reset the hearing on the exceptions for that date.

Undersigned counsel has conferred with counsel for the defendants, and there is no opposition to this Motion to Reset. Defendants have also agreed to waive notice of the resetting of these exceptions. Undersigned counsel will provide notice of the new rule date to all counsel upon receipt of the signed Order attached hereto.

Respectfully submitted,



Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02219)
Kevin E. Huddell (#26930)
Eberhard D. Garrison (#22058)
Emma Elizabeth Antin Daschbach (#27358)
John T. Arnold (#31601)
Lindsay E. Reeves (#32703)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

James R. Swanson (#18455)
Benjamin D. Reichard (#31933)
Lance C. McCardle (#29971)
E. Blair Schilling (#35308)
Fishman Haygood, LLP
201 St. Charles Avenue, Suite 4600
New Orleans, LA 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

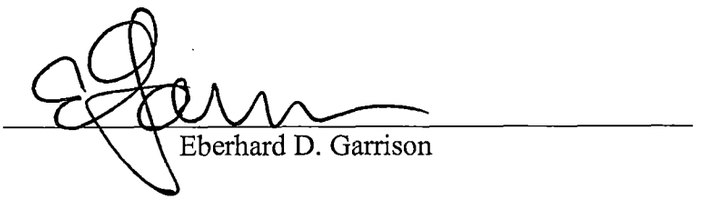
J. Michael Veron (#7570)
J. Rock Palermo, III (#21793)
Turner D. Brumby (#33519)
Veron, Bice, Palermo & Wilson, LLC
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 29th day of January, 2020.



Eberhard D. Garrison

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

ORDER

CONSIDERING THE MOTION TO RESET THE EXCEPTIONS OF DEFENDANTS filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the exceptions filed by Defendants, Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C., are reset for hearing on June 4, 2020, at 10:30 a.m.

THUS DONE AND SIGNED this _____ day of _____, 2019, in Pointe-a-la-Hache, Louisiana.

_____

DISTRICT COURT JUDGE

FILED
JAN 29 2020
Tandi L. Mandella
DEPUTY CLERK

FAX

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

UNOPPOSED MOTION TO RESET DEFENDANTS' EXCEPTIONS FOR HEARING

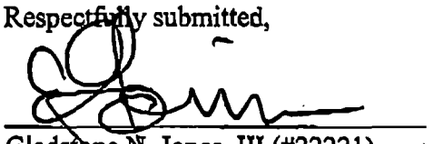
NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas ("Plaintiffs"), who respectfully request that this Honorable Court reset the hearing on the Exceptions filed by Defendants Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C. All of the referenced exceptions have been set for rule on February 6, at 10:30 a.m.

Undersigned counsel has confirmed that June 4, 2020, at 10:30 a.m. is available for your Honor to hear the exceptions, and all parties would like to reset the hearing on the exceptions for that date.

Undersigned counsel has conferred with counsel for the defendants, and there is no opposition to this Motion to Reset. Defendants have also agreed to waive notice of the resetting of these exceptions. Undersigned counsel will provide notice of the new rule date to all counsel upon receipt of the signed Order attached hereto.

01/29/2020 WED 14:53 FAX 003/006

Respectfully submitted,



Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02219)
Kevin E. Huddell (#26930)
Eberhard D. Garrison (#22058)
Emma Elizabeth Antin Daschbach (#27358)
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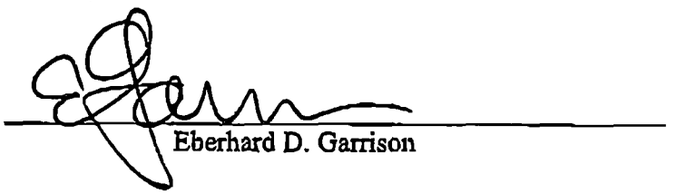
S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiffs

01/29/2020 WED 14:53 FAX 004/006

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 29th day of January, 2020.



Eberhard D. Garrison

01/29/2020 WED 14:54 FAX 005/006

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

ORDER

CONSIDERING THE MOTION TO RESET THE EXCEPTIONS OF DEFENDANTS filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the exceptions filed by Defendants, Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C., are reset for hearing on June 4, 2020, at 10:30 a.m.

THUS DONE AND SIGNED this _____ day of _____, 2019, in Pointe-a-la-Hache, Louisiana.

_____

DISTRICT COURT JUDGE

006/006 01/29/2020 WED 14:54 FAX

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504-523-2508

THIS IS TO CERTIFY that an UNOPPOSED MOTION TO RESET DEFENDANT'S EXCEPTIONS FOR HEARING was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-934-6629 and 6 total pages were received and marked filed on 1/29/2020 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Thursday, January 30, 2020.

Tandi L. Gondrella

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. ***Within seven days****, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $100

FOOTERAREA

Addressee	Start Time	Time	Prints	Result	Note
95232508	01-30 10:38	00:00:59	001/001	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504-523-2508

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Jandi L. Hendrella
Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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REMIT $100

[FILED COPY]

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: PAMELA R MASCARI
KEAN MILLER LLP
II CITY PLAZA
400 CONVENTION ST, STE 700
BATON ROUGE, , LA 70802

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to FEBRUARY 6, 2019 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 27TH day of SEPTEMBER, 2019.*

Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, October 3, 2019

Edward E/S

Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: LAUREN C MASTIO
JONES WALKER LLP
201 ST. CHARLES AVE, 49TH FL
NEW ORLEANS, LA 70170-5100

Parish of Plaquemines

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Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

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Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DAVID N LUDER
BARRASSO USDIN JUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST, 24TH FL
NEW ORLEANS, LA 70112

Parish of Plaquemines

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Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

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Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: EMILY C BORGEN
LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to FEBRUARY 6, 2019 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

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Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

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Deputy Clerk of Court

FOOTERAREA

NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DEBORAH D KUCHLER
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

Parish of Plaquemines

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Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

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NOTICE OF CONTINUANCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED *that the above numbered and captioned case has been reset and has been continued to FEBRUARY 6, 2019 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made a part hereof.*

WITNESS THE HONORABLE JUDGE *of said Court this the 27TH day of SEPTEMBER, 2019.*

Atty: EBERHARD GARRISON, ATTY FOR PLTF
504-523-2500

Kim Turlich-Vaughan
Clerk of Court

Edward E/S

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, October 3, 2019

Edward E/S

Deputy Clerk of Court

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____

DEPUTY CLERK

FILED
SEP 27 2019
DY. CLERK

ORDER

CONSIDERING THE MOTION TO RESET THE EXCEPTIONS OF DEFENDANTS filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the exceptions filed by Defendants, Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C., are reset for hearing on **February 6, 2020, at 10:30 a.m.**

THUS DONE AND SIGNED this 27th day of September, 2019, in Pointe-a-la-Hache, Louisiana.

Signed by Michael Clement 09/27/2019 02:55:57 PM CDT

DISTRICT COURT JUDGE

FILED

SEP 26 2019

Tandi L. Gondella

DEPUTY CLERK

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

UNOPPOSED MOTION TO RESET DEFENDANTS' EXCEPTIONS FOR HEARING

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas ("Plaintiffs"), who respectfully request that this Honorable Court reset the hearing on the Exceptions filed by Defendants Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C. All of the referenced exceptions have been set for rule on October 3, 2019, at 10:30 a.m.

Undersigned counsel has confirmed that **February 6, 2020,** at **10:30 a.m.** is available for your Honor to hear the exceptions, and all parties would like to reset the hearing on the exceptions for that date.

Undersigned counsel has conferred with counsel for the defendants, and there is no opposition to this Motion to Reset. Defendants have also agreed to waive notice of the resetting of these exceptions. Undersigned counsel will provide notice of the new rule date to all counsel upon receipt of the signed Order attached hereto.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02219)
Kevin E. Huddell (#26930)
Eberhard D. Garrison (#22058)
Emma Elizabeth Antin Daschbach (#27358)
John T. Arnold (#31601)
Lindsay E. Reeves (#32703)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

James R. Swanson (#18455)
Benjamin D. Reichard (#31933)
Lance C. McCardle (#29971)
E. Blair Schilling (#35308)
Fishman Haygood, LLP
201 St. Charles Avenue, Suite 4600
New Orleans, LA 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo, III (#21793)
Turner D. Brumby (#33519)
Veron, Bice, Palermo & Wilson, LLC
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 24th day of September, 2019.

Eberhard D. Garrison

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

ORDER

CONSIDERING THE MOTION TO RESET THE EXCEPTIONS OF DEFENDANTS filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the exceptions filed by Defendants, Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C., are reset for hearing on **February 6, 2020, at 10:30 a.m.**

THUS DONE AND SIGNED this _____ day of _____, 2019, in Pointe-a-la-Hache, Louisiana.

_____

DISTRICT COURT JUDGE

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED

FILED:_____

DEPUTY CLERK

SEP 24 2019

Laurie L. Mendella

DEPUTY CLERK

FAX

UNOPPOSED MOTION TO RESET DEFENDANTS' EXCEPTIONS FOR HEARING

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas ("Plaintiffs"), who respectfully request that this Honorable Court reset the hearing on the Exceptions filed by Defendants Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C. All of the referenced exceptions have been set for rule on October 3, 2019, at 10:30 a.m.

Undersigned counsel has confirmed that **February 6, 2020, at 10:30 a.m.** is available for your Honor to hear the exceptions, and all parties would like to reset the hearing on the exceptions for that date.

Undersigned counsel has conferred with counsel for the defendants, and there is no opposition to this Motion to Reset. Defendants have also agreed to waive notice of the resetting of these exceptions. Undersigned counsel will provide notice of the new rule date to all counsel upon receipt of the signed Order attached hereto.

09/24/2019 TUE 15:14 FAX 003/006

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02219)
Kevin E. Huddell (#26930)
Eberhard D. Garrison (#22058)
Emma Elizabeth Antin Daschbach (#27358)
John T. Arnold (#31601)
Lindsay E. Reeves (#32703)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

James R. Swanson (#18455)
Benjamin D. Reichard (#31933)
Lance C. McCardle (#29971)
E. Blair Schilling (#35308)
Fishman Haygood, LLP
201 St. Charles Avenue, Suite 4600
New Orleans, LA 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo, III (#21793)
Turner D. Brumby (#33519)
Veron, Bice, Palermo & Wilson, LLC
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiffs

09/24/2019 TUE 15:15 FAX 004/006

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 24th day of September, 2019.

Eberhard D. Garrison

09/24/2019 TUE 15:15 FAX 005/006

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

ORDER

CONSIDERING THE MOTION TO RESET THE EXCEPTIONS OF DEFENDANTS filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the exceptions filed by Defendants, Anadarko E&P Onshore, LLC; BP America Production Company; Chevron U.S.A. Inc. and Chevron U.S.A. Holdings, Inc.; ConocoPhillips Company and The Louisiana Land and Exploration Company, LLC; Hilcorp Energy Company; Mosaic Global Holdings, Inc.; and Tennessee Gas Pipeline Company, L.L.C., are reset for hearing on **February 6, 2020, at 10:30 a.m.**

THUS DONE AND SIGNED this _____ day of _____, 2019, in Pointe-a-la-Hache, Louisiana.

_____

DISTRICT COURT JUDGE

09/24/2019 TUE 15:15 FAX 009/009

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504-523-2508

THIS IS TO CERTIFY that a UNOPPOSED MOTION TO RESET was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-934-6629 and 6 total pages were received and marked filed on 9/24/2019 in the above captioned matter.
Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Wednesday, September 25, 2019.

Tandi L. Gondella

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. ***Within seven days****, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $0

FOOTERAREA

09/25/2017 10:14
Serial No. AA6R011004531
TC: 17108

Addressee	Start Time	Time	Prints	Result	Note
95232508	09-25 10:13	00:00:59	001/001	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504-523-2508

THIS IS TO CERTIFY that a UNOPPOSED MOTION TO RESET was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-934-6629 and 6 total pages were received and marked filed on 9/24/2019 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Wednesday, September 25, 2019.

Jandi L. Hendrella

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. Within seven days, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $0

[FILED COPY]

STATEMENT

Clerk of Court - Plaquemines Parish

Kim Turlich-Vaughan
Clerk of Court

25th Judicial District

301 Main Street
P.O. Box 40
Belle Chasse, LA 70037
Phone : (504) 934-6610

Statement Date	Case Number	Amount Due
09/23/2019	00061798 - Division B	$92.00

Attorney Firm : LISKOW & LEWIS
Attorney Name : BORGEN, EMILY C

IN RE : FASTERLING ET AL, CHARLES W
VS.
HILCORP ENERGY COMPANY ET AL

Party : Defendant - BP AMERICA PRODUCTION CO

Date	Description	Amount
09/23/2019	**Court costs to date in above entitled numbered matter**	$1,572.00
	Refunds Paid	$0.00
	Advance Deposit	$1,500.00 -
	Balance	**$72.00**
	Advance Deposit Required	$20.00 +
	Total Due	**$92.00**

LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

STATEMENT

Clerk of Court - Plaquemines Parish

Kim Turlich-Vaughan
Clerk of Court

25th Judicial District

301 Main Street
P.O. Box 40
Belle Chasse, LA 70037
Phone : (504) 934-6610

Statement Date	Case Number	Amount Due
09/23/2019	00061798 - Division B	$26.00

Attorney Firm : KUCHLER POLK SCHELL WEINER & RICHESON LLC
Attorney Name : KUCHLER, DEBORAH D

IN RE : FASTERLING ET AL, CHARLES W
VS.
HILCORP ENERGY COMPANY ET AL

Party : Defendant - CONOCO PHILLIPS COMPANY

Date	Description	Amount
09/23/2019	**Court costs to date in above entitled numbered matter**	$221.00
	Refunds Paid	$0.00
	Advance Deposit	$215.00 -
	Balance	**$6.00**
	Advance Deposit Required	$20.00 +
	Total Due	**$26.00**

KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: EMILY C BORGEN
LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

Service of: *( ) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; (X) Rule; ( ) Judgment ( ) Other:DILATORY EXCEPTION

Party Served: *GLADSTONE N JONES*

Date of Service: *08/30/2019*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

Deputy Clerk of Court

FOOTERAREA

FOR RETURN

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

2655

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY EXCEPTION

TO: GLADSTONE N JONES ET AL
KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 23RD DAY OF AUGUST, 2019.

Filed By: EMILY C BORGEN
ATTY FOR BP AMERICA
337.232.7424

ENTERED
PAPER RETURN
SERIAL NO. DEPUTY PARISH

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

RECEIVED
2019 AUG 29 PM 3:44
ORLEANS PARISH SHERIFF'S OFFICE

Returned:
Parish of _____ this _____ day of _____ 20____

Service $_____

By: _____
Deputy Sheriff

Mileage $_____

Total $_____

37 61798

Badge # 441

[RETURN COPY]

8/30/1

FILED

SEP 10 2019

DEPUTY CLERK

(37) 61798 - Service Date 08/30/2019 Time 10:14 AM
GLADSTONE N. JONES

Personal at 601 POYDRAS ST
Torri Green # 441, Orleans
Rule; Serial# 6;
Tabitha Suarez

Tabitha

Signature

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: PAMELA R MASCARI
KEAN MILLER LLP
II CITY PLAZA
400 CONVENTION ST, STE 700
BATON ROUGE, , LA 70802

Service of: *( ) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; (X) Rule; ( ) Judgment ( ) Other:EXCEPTIONS

Party Served: *GLADSTONE N JONES III*

Date of Service: *08/30/2019*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

Deputy Clerk of Court

FOOTERAREA

FOR RETURN

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

2655

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: EXCEPTIONS

TO: GLADSTONE N JONES III ET AL
KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

ENTERED
PAPER RETURN
07,9106,37
SERIAL NO. DEPUTY PARISH

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 26TH DAY OF AUGUST, 2019.

Filed By: PAMELA R MASCARI
ATTY FOR CHEVRON USA INC
225.387.0999

Kim Turlich-Vaughan
Clerk of Court

37 61798

Badge # 441

Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

Returned:
Parish of _____ *this* _____ *day of* _____ *20*____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

RECEIVED
2019 AUG 29 AM 4:01
ORLEANS PARISH SHERIFF'S OFFICE

[RETURN COPY]

(37) 61798 - Service Date 08/30/2019 Time 10:14 AM
GLADSTONE N. JONES, III, ET AL

FILED

SEP 10 2019

DEPUTY CLERK

Personal at 601 POYDRAS ST
Torri Green # 441, Orleans
Rule; Serial# 7;
Tabitha Suarez

Signature

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DAVID N LUDER
BARRASSO USDIN JUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST, 24TH FL
NEW ORLEANS, LA 70112

Service of: *( ) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; (X) Rule; ( ) Judgment ( ) Other:DILATORY & PEREMPTORY EXCEPTIONS

Party Served: *GLADSTONE N JONES III*

Date of Service: *08/30/2019*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

Deputy Clerk of Court

FOOTERAREA

RULE TO SHOW CAUSE

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILSTORY & PEREMPTORY EXCEPTIONS

2655

TO: GLADSTONE N JONES III ET AL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST, STE 2655
NEW ORLEANS, LA 70130

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 23RD DAY OF AUGUST, 2019.

Filed By: DAVID N LUDER
ATTY FOR HILCORP ENERGY CO
504.589.9700

ENTERED RETURN
8,9106,37
SERIAL NO. DEPUTY PARISH

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

Returned:
Parish of _____ this _____ day of _____ 20____

Service $_____
Mileage $_____
Total $_____

By: _____
Deputy Sheriff

RECEIVED
2019 AUG 29 AM 4:05
ORLEANS PARISH SHERIFF'S OFFICE

37 61798

Badge # 441

[RETURN COPY]

FILED

SEP 10 2019

DEPUTY CLERK

(37) 61798 - Service Date 08/30/2019 Time 10:14 AM
GLADSTONE N. JONES, III, ET AL

Personal at 601 POYDRAS ST
Torri Green # 441, Orleans
Rule; Serial# 8;
Tabitha Suarez

Signature

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: EMILY C BORGEN
LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

Service of: *( ) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; (X) Rule; ( ) Judgment ( ) Other:PEREMPTORY EXCEPTIONS

Party Served: *PLAINTIFFS THROUGH THEIR COUNSEL OF RECORD:JONES SWANSON HUDDELL & GARRISON*

Date of Service: *08/29/2019*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

Deputy Clerk of Court

FOOTERAREA

RULE TO SHOW CAUSE

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

2655

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: PEREMPTORY EXCEPTIONS

TO: PLAINTIFFS THROUGH THEIR COUNSEL OF RECORD:
JONES SWANSON HUDDELL & GARRISON
GLADSTONE N JONES ET AL
604 POYDRAS ST, STE 2655
NEW ORLEANS, LOUISIANA 70130

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 23RD DAY OF AUGUST, 2019.

Filed By: EMILY C BORGEN
ATTY FOR BP AMERICA PRODUCTION CO
337.232.7424

RECEIVED
2019 AUG 27 PM 6:10
ORLEANS PARISH
SHERIFF'S OFFICE

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____
Mileage $_____
Total $_____

By: _____
Deputy Sheriff

CB ENTERED
PAPER 4 , 9102 , 37 RETURN
SERIAL NO. DEPUTY PARISH

37 61798

Badge # 441

[RETURN COPY]

FILED

SEP 10 2019

DEPUTY CLERK

(37) 61798 - Service Date 08/29/2019 Time 10:36 AM
CHALRES W. FASTERLING

Personal at 604 POYDRAS ST
Torri Green # 441, Orleans
Rule; Serial# 4;
Tabitha Suarez

Signature

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DEBORAH D KUCHLER
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

Service of: *( ) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; (x) Rule; ( ) Judgment ( ) Other:DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF CONOCO PHILLIPS CO AND LA LAND AND EXPLORATION CO LLC

Party Served: *KEVIN E HUDDELL, GLADSTONE JONES, EBERHAND GARRISON, EMMA ELIZABETH ANTIN DASCHBACH, BERNARD BOUDREAUX & ANDREW JACOBY*

Date of Service: *08/27/2019*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

Deputy Clerk of Court

FOOTERAREA

RULE TO SHOW CAUSE

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

2655

Pleading: DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF CONOCO PHILLIPS CO AND LA LAND AND EXPLORATION CO LLC

TO: KEVIN E HUDDELL
GLADSTONE N JONES
EBERHAND D GARRISON
EMMA ELIZABETH ANTIN DASCHBACH
BERNARD E BOUDREAUX JR
ANDREW K JACOBY
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

RECEIVED
2019 AUG 26 PM 4:25
ORLEANS PARISH SHERIFF'S OFFICE

PARISH OF Plaquemines

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30 AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 22ND DAY OF AUGUST, 2019.

Filed By: DEBORAH KUCHLER
(504) 592 0691
CONOCO PHILLIPS

Kim Turlich-Vaughan
Clerk of Court

37 61798

Badge # 441

Becky N. Kaliegaki
Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

***Personal Service** on the party herein named _____.*
***Domiciliary Service** on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

Returned:
Parish of _____ *this* _____ *day of* _____, 20____.

Service $_____

Mileage $_____
Total $_____

By: _____
Deputy Sheriff

[ORIGINAL]

CB ENTERED
PAPER
2 9106 37
SERIAL NO. DEPUTY PARISH

FILED

SEP 10 2019

DEPUTY CLERK

(37) 61798 - Service Date 08/27/2019 Time 2:45 PM
KEVIN E. HUDDELL, GLADSTONE N. JONES,

Personal at 601 POYDRAS ST
Torri Green # 441, Orleans
Rule; Serial# 2;
TABITHA SUAREZ

441

Signature

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DEBORAH D KUCHLER
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

Service of: *( ) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; (X) Rule; ( ) Judgment ( ) Other:DILATORY EXCEPTIONS ON BEHALF OF TENNESSEE GAS PIPELINE CO AND RULE

Party Served: *KEVIN E HUDDELL, GLADSTONE JONES, EBERHARD GARRISON, EMMA ELIZABETH ANTIN DASCHBACH, BERNARD BOUDREAUX, & ANDREW JACOBY*

Date of Service: *08/27/2019*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

Deputy Clerk of Court

FOOTERAREA

RULE TO SHOW CAUSE

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

2655

Pleading: DILATORY EXCEPTIONS ON BEHALF OF TENNESSEE GAS PIPELINE CO AND RULE

TO: KEVIN E HUDDELL
GLADSTONE N JONES
EBERHARD D GARRISON
EMMA ELIZABETH ANTIN DASCHBACH
BERNARD E BOUDREAUX JR
ANDREW K JACOBY
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

RECEIVED
2019 AUG 26 PM 4:25
ORLEANS PARISH
SHERIFF'S OFFICE

PARISH OF Plaquemines

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER , 2019 at 10:30 AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 19TH DAY OF AUGUST, 2019.

Filed By: DEBORAH KUTCHLER
504 592 0691
TENNESSEE

37 61798

Badge # 441

Kim Turlich-Vaughan
Clerk of Court

Becky N. Kaliszaki
Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

Returned:
Parish of _____ this _____ day of _____, 20____

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

CB ENTERED
PAPER RETURN
1 9106 37
SERIAL NO. DEPUTY PARISH

[RETURN COPY]

3/27/19 2:45pm

FILED
SEP 10 2019
DEPUTY CLERK

(37) 61798 - Service Date 08/27/2019 Time 2:45 PM
KEVIN E. HUDDELL, GLADSTONE N. JONES,

Personal at 601 POYDRAS ST
Torri Green # 441, Orleans
Rule; Serial# 1;
TABITHA SUAREZ

Signature

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DEBORAH D KUCHLER
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

Service of: *( ) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; (X) Rule; ( ) Judgment ( ) Other:DILATORY AND PEREMPTORY EXCEPTIONS

Party Served: *JONES SWANSON HUDDELL & GARRISON*

Date of Service: *08/27/2019*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

Deputy Clerk of Court

FOOTERAREA

RULE TO SHOW CAUSE

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

2655

Pleading: DILATORY AND PEREMPTORY EXCEPTIONS

TO: JONES SWANSON HUDDELL & GARRISON
GLADSTONE N JONES
EBERHARD D GARRISON
KEVIN E HUDDELL
EMMA ELIZABETH ANTIN DASCHBACH
BERNARD E BOUDREAUX JR
ANDREW K JACOBY
601 POYDRAS ST SUITE 2655
NEW ORLEANS LA 70130

RECEIVED
2019 AUG 26 PM 6:25
ORLEANS PARISH
SHERIFF'S OFFICE

PARISH OF Plaquemines

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30 AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable CLEMENT, Judge of the 25th Judicial District Court of this 19TH DAY OF AUGUST, 2019.

Filed By: DEBORAS D KUCHLER
(504) 592-0691
ATTY FOR ANADARKO

37 61798

Badge # 441

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

***Personal Service** on the party herein named _____.*
***Domiciliary Service** on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

[RETURN COPY]

CB ENTERED
PAPER RETURN
3 19106 37
SERIAL NO. DEPUTY PARISH

8/27/19 2:45pm
Tabitha Suarez

FILED

SEP 10 2019

DEPUTY CLERK

(37) 61798 - Service Date 08/27/2019 Time 2:45 PM
JONES, SWANSON, HUDDELL & GARRISON

Personal at 601 POYDRAS ST
Torri Green # 441, Orleans
Rule; Serial# 3;
TABITHA SUAREZ

Signature

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: LAUREN C MASTIO
JONES WALKER LLP
201 ST. CHARLES AVE, 49TH FL
NEW ORLEANS, LA 70170-5100

Service of: *( ) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; (X) Rule; ( ) Judgment ( ) Other:RULE TO SHOW CAUSE / EXCEPTIONS

Party Served: *GLADSTONE N JONES III*

Date of Service: *08/30/2019*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

Deputy Clerk of Court

FOOTERAREA

FOR RETURN

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

7655

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: EXCEPTIONS

TO: GLADSTONE N JONES III ET AL
KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

RECEIVED
2019 AUG 29 AM 11:11
ORLEANS PARISH SHERIFF'S OFFICE

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 23RD DAY OF AUGUST, 2019.

Filed By: LAUREN C MASTIO
ATTY FOR MOSAIC GLOBAL HOLDINGS INC
504.582.8000

Kim Turlich-Vaughan
Clerk of Court

Lorali Abbrock

Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

28 AUG 2019

CB ENTERED
PAPER RETURN
S 9106 37
SERIAL NO. DEPUTY PARISH

[RETURN COPY]

(37) 61798 - Service Date 08/30/2019 Time 5:43 PM
GLADSTONE N. JONES

Personal at 601 POYDRAS ST
Torri Green # 441, Orleans
Rule; Serial# 5;
Tabitha Suarez

Signature

FILED
SEP 10 2019
DEPUTY CLERK

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

*Case: **00061798***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: EXCEPTIONS

TO: GLADSTONE N JONES III ET AL
KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 26TH DAY OF AUGUST, 2019.

Filed By: PAMELA R MASCARI
ATTY FOR CHEVRON USA INC
225.387.0999

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

***Personal Service** on the party herein named _____.*
***Domiciliary Service** on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

NOTICE OF HEARING

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: EXCEPTIONS

TO: *PAMELA R MASCARI*
KEAN MILLER LLP
II CITY PLAZA
400 CONVENTION ST, STE 700
BATON ROUGE, , LA 70802

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for HEARING for OCTOBER 3, 2019 at 10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 26TH day of AUGUST, 2019.

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Tuesday, August 27, 2019

Deputy Clerk of Court

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

FILED
AUG 26 2019
DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing exceptions filed on behalf of Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. (collectively "Chevron Defendants");

IT IS HEREBY ORDERED, that Plaintiffs show cause on the 3rd day of October, 2019, at 10:30 a.m., why the Chevron Defendants' exceptions should not be granted.

This 26th day of August, 2019, Pointe-a-la-Hache, Louisiana.

_____
DISTRICT COURT JUDGE

Please serve Plaintiffs' counsel:
Gladstone N. Jones, III
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
Rose Murray
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY EXCEPTION

TO: GLADSTONE N JONES ET AL
KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 23RD DAY OF AUGUST, 2019.

Filed By: EMILY C BORGEN
ATTY FOR BP AMERICA
337.232.7424

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

NOTICE OF HEARING

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY EXCEPTION

TO: *EMILY C BORGEN*
LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for HEARING for OCTOBER 3, 2019 at 10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 23RD day of AUGUST, 2019.

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Tuesday, August 27, 2019

Deputy Clerk of Court

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES
STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.
VERSUS
HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 23 2019
DEPUTY CLERK

FILED: _____

DEPUTY CLERK

RULE TO SHOW CAUSE

CONSIDERING the foregoing Dilatory Exception filed by BP America Production Company;

IT IS HEREBY ORDERED that the exception be and hereby is set for hearing on the 3rd day of October, 2019, at 9:30 o'clock a.m., where Plaintiffs are hereby ORDERED to show cause why the exception should not be granted.

THUS DONE AND SIGNED on this 23rd day of August, 2019, at Belle Chasse, Louisiana.

signed by Michael Clement 08.23.2019 04:13:52 sfhROczA

DISTRICT JUDGE

SHERIFF PLEASE SERVE:
Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

FILED
AUG 26 2019
DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing exceptions filed on behalf of Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. (collectively "Chevron Defendants");

IT IS HEREBY ORDERED, that Plaintiffs show cause on the 3rd day of October, 2019, at 10:30 a.m., why the Chevron Defendants' exceptions should not be granted.

This 26th day of August, 2019, Pointe-a-la-Hache, Louisiana.

_____
DISTRICT COURT JUDGE

Please serve Plaintiffs' counsel:
Gladstone N. Jones, III
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
Rose Murray
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

*Case: **00061798***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: EXCEPTIONS

TO: GLADSTONE N JONES III ET AL
KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 23RD DAY OF AUGUST, 2019.

Filed By: LAUREN C MASTIO
ATTY FOR MOSAIC GLOBAL HOLDINGS INC
504.582.8000

Kim Turlich-Vaughan
Clerk of Court

_____
Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

***Personal Service** on the party herein named _____.*
***Domiciliary Service** on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____
_____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

NOTICE OF HEARING

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: EXCEPTIONS

TO: *LAUREN C MASTIO*
JONES WALKER LLP
201 ST. CHARLES AVE, 49TH FL
NEW ORLEANS, LA 70170-5100

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for HEARING for OCTOBER 3, 2019 at 10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 23RD day of AUGUST, 2019.

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Tuesday, August 27, 2019

Deputy Clerk of Court

FOOTERAREA

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 23 2019
DEPUTY CLERK

FILED: _____ _____
DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing exceptions filed on behalf of Mosaic Global Holdings Inc.;

IT IS HEREBY ORDERED that Plaintiffs show cause on the 3rd day of October, 2019, at 10:30 a.m., why Mosaic Global Holdings Inc.'s exceptions should not be granted.

This 23rd day of August 2019, Belle Chasse, Louisiana.

_____
DISTRICT COURT JUDGE

Please serve Plaintiffs' counsel:

Gladstone N. Jones, III
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
Rose Murray
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, LA 70130

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

*Case: **00061798***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILSTORY & PEREMPTORY EXCEPTIONS

TO: GLADSTONE N JONES III ET AL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST, STE 2655
NEW ORLEANS, LA 70130

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 23RD DAY OF AUGUST, 2019.

Filed By: DAVID N LUDER
ATTY FOR HILCORP ENERGY CO
504.589.9700

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

***Personal Service** on the party herein named _____.*
***Domiciliary Service** on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____
_____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

NOTICE OF HEARING

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY & PEREMPTORY EXCEPTIONS

TO: *DAVID N LUDER*
BARRASSO USDIN JUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST, 24TH FL
NEW ORLEANS, LA 70112

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for HEARING for OCTOBER 3, 2019 at 10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 23RD day of AUGUST, 2019.

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Monday, August 26, 2019

Deputy Clerk of Court

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.LC., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, F.L.L.C. MOSAIC GLOBAL HOLDINGS INC.

FILED

AUG 23 2019

DEPUTY CLERK

FILED: _____ _____

DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing exceptions filed on behalf of Hilcorp Energy Company ("Hilcorp");

IT IS HEREBY ORDERED, that Plaintiffs show cause on the 3rd day of October, 2019, at 10:30a.m., why Hilcorp's exceptions should not be granted.

This 23rd day of August, 2019, Belle Chasse, Louisiana.

_____

DISTRICT COURT JUDGE

PLEASE SERVE PLAINTIFFS' COUNSEL:
Gladstone N. Jones, III
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

*Case: **00061798***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: PEREMPTORY EXCEPTIONS

TO: PLAINTIFFS THROUGH THEIR COUNSEL OF RECORD:
JONES SWANSON HUDDELL & GARRISON
GLADSTONE N JONES ET AL
604 POYDRAS ST, STE 2655
NEW ORLEANS, LOUISIANA 70130

PARISH OF PLAQUEMINES

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 23RD DAY OF AUGUST, 2019.

Filed By: EMILY C BORGEN
ATTY FOR BP AMERICA PRODUCTION CO
337.232.7424

Kim Turlich-Vaughan
Clerk of Court

_____
Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

***Personal Service** on the party herein named _____.*
***Domiciliary Service** on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____
_____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

NOTICE OF HEARING

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: PEREMPTORY EXCEPTIONS

TO: *EMILY C BORGEN*
LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for HEARING for OCTOBER 3, 2019 at 10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 23RD day of AUGUST, 2019.

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Monday, August 26, 2019

Deputy Clerk of Court

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED

AUG 23 2019

DEPUTY CLERK

FILED: _____

DEPUTY CLERK

RULE TO SHOW CAUSE

CONSIDERING the foregoing Peremptory Exceptions filed by BP America Production Company;

IT IS HEREBY ORDERED that the exceptions be and hereby are set for hearing on the 3rd day of October, 2019, at 10:30 o'clock a.m., where Plaintiffs are hereby ORDERED to show cause why the exceptions should not be granted and Plaintiffs' claims dismissed with prejudice, at Plaintiffs' cost.

THUS DONE AND SIGNED on this 23 day of August, 2019, at Belle Chasse, Louisiana.

signed by Michael Clement 08/23/2019 04:14:21 55 MAE

DISTRICT JUDGE

SHERIFF PLEASE SERVE:

Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

732768

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

(N)

DOCKET NO. 732768 **DIVISION "__"**

Filed by: Fax
Date: 11-11-13
Time: 2:25 PM
Deputy Clerk: M. Perrine-Bagwell
(SEE ATTACHED LOG)

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

FILED: _____ _____
DEPUTY CLERK

IMAGED NOV 12 2013

PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

FILED
AUG 23 2019
DY. CLERK
Bayou Parot

EXHIBIT
A-1

2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

ATLANTIC RICHFIELD COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company-Division of Atlantic Richfield Company**

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named as successor in interest to **The California Company** and **Chevron Oil Company**;

EXPERT OIL & GAS, L.L.C. is a domestic company, organized under the laws of Louisiana, whose member, William Henry Von Eberstein, Jr., is a citizen of Louisiana. Expert Oil & Gas, L.L.C.'s registered agent, Thomas Milazzo, is located at 101 Ashland Way, Madisonville, LA 70447;

LANOCO, INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., STE. 400B, Baton Rouge, LA 70808;

LASTRADA OIL & GAS LIMITED is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in New Orleans, Louisiana. Lastrada Oil & Gas Limited's registered agent, Edwin L. Geissler, is located at 7162 Grey Oaks Drive, New Orleans, LA 70126;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E & P Inc.** and **Texaco Inc.**;

GOODRICH OIL COMPANY, a domestic corporation incorporated under the laws of Louisiana and domiciled in Shreveport, Louisiana, whose registered agent, C T Corporation System, is located 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

EXXON MOBIL CORPORATION is a foreign corporation whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Exxon Mobil Corporation is named as successor in interest to **Humble Oil and Refining Co.**; and

BRAMMER ENGINEERING, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Shreveport, Louisiana, whose registered agent, Keith J. Evans, is located at 400 Texas St., Suite 600, Shreveport, LA 71101.

IMAGED NOV 12 2013

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bayou Perot and Delta Farms Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "Coastal Zone" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "Operational Area" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

IMAGED NOV 12 2013

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:

(a) Privately funded projects which are not uses of state concern.

* * *

(c) Maintenance of uses of local concern.

* * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

IMAGED NOV 12 2013

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney of a local government with an approved program. La. R.S. 49:214.36D. The Parish of Jefferson, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "LDNR") on January 4, 1985 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Jefferson is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in

accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

IMAGED NOV 12 2013

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the

impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.

IMAGED NOV 12 2013

- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

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As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

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FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never

obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

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22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently

dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

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24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in

violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

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* * *

(8) detrimental changes in existing salinity regimes;

(9) detrimental changes in littoral and sediment transport processes;

* * *

(13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-

lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

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29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area.

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32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

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(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "RHA"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "CWA");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising

under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards,

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9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Jefferson Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by

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any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Jefferson and State of Louisiana claim all damages and remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Jefferson Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Jefferson Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Jefferson Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

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(c) Requiring actual restoration of the Jefferson Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2926)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRE C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

Bayou Parot

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PLEASE SERVE THE PETITION FOR DAMAGES:

ATLANTIC RICHFIELD COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

EXPERT OIL & GAS, L.L.C.
Through its registered agent for service of process:
Thomas Milazzo
101 Ashland Way
Madisonville, LA 70447

LANOCO, INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LASTRADA OIL & GAS LIMITED
Through its registered agent for service of process:
Edwin L. Geissler
7162 Grey Oaks Drive
New Orleans, LA 70126

GOODRICH OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

EXXON MOBIL CORPORATION
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

BRAMER ENGINEERING, INC.
Through its registered agent for service of process:
Keith J. Evans
400 Texas St., Suite 6000
Shreveport, LA 71101

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P.O. Box 6028
San Ramon, CA 94583

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Bayou Forest

3 pgs 634
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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 732-768 **DIVISION "N"**

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

CODEDFILED
AUG 30 2017
DEPUTY CLERK

FILED: _____ _____
DEPUTY CLERK

JUDGMENT

This matter came for hearing before the Court on February 17, 2016 and July 20, 2016 on the Defendants' Exceptions of Lack of Procedural Capacity and the Exceptions and Amended Exceptions of No Right of Action to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors, the State of Louisiana, *ex rel* Jeff Landry, Attorney General and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris; the Defendants' Exceptions of Improper Cumulation and Improper Joinder of Parties; the Defendants' Exceptions of Prematurity for Non-Compliance with La.R.S. 42:263; and the Defendants' Exceptions of Vagueness and Ambiguity and Non-Conformity of the Petitions with La.C.C.P. Article 891.

FILED
AUG 23 2019
BY CLERK

Present on July 20, 2016 were:

Victor L. Marcello Donald T. Carmouche	Counsel for Jefferson Parish
Steven B. "Beaux" Jones	Counsel for The State of Louisiana, Ex Rel. Jeff Landry, Attorney General
J. Blake Canfield	Counsel for The State of Louisiana, Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary, Thomas F. Harris
Megan K. Terrell	Counsel for Office of Governor John Bel Edwards, Governor's Office for Coastal Activities
Joe B. Norman George Arceneaux III	Counsel for Atlantic Richfield Company
Claire Elizabeth Juneau Eric J. Mayer Alexandra White	Counsel for Chevron U.S.A., Inc. and Chevron U.S.A. Holdings, Inc.

ISSUED 9 not at lien of Gist mat w/reasons
DATE 8-31-17 @ 9:00 a.m. V. Marcello - D. Carmouche
V. Jones @ M. Terrell (5) J. Norman + L. Juneau
@ C. Griffith, Jr. Mayer + A. White (3) D. Carmouche
@ R. McGrath M. Lyon @ D. Lyon

EXHIBIT
A-2

Lawrence R. DeMarcay	Counsel for Expert Oil & Gas, L.L.C.
Robert B. McNeal Martin A. Stern	Counsel for Exxon Mobil Corporation
Daniel B. Stanton	Counsel for Brammer Engineering, Inc.

After considering the evidence, law and argument of counsel,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of No Right of Action and Amended Exceptions of No Right of Action to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors, the State of Louisiana, *ex rel* Jeff Landry, Attorney General and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Lack of Procedural Capacity are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Improper Cumulation and Improper Joinder of Parties are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Prematurity for Non-Compliance with La.R.S. 42:263 are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Vagueness and Ambiguity and Non-Conformity of the Petitions with La.C.C.P. Article 891 are SUSTAINED as to the petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs, the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Jefferson Parish and Plaintiff-Intervenors, the Attorney General and LDNR, are granted 90 days from the date of this Judgment to amend their petitions.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Jefferson Parish and Plaintiff-Intervenors, the Attorney General and LDNR, are entitled to conduct discovery pending the amending of the petitions and shall propound discovery no later than 30

days from the date of this Judgment; and further that Defendants shall respond to said discovery no later than 45 days after receipt of the discovery.

Signed this 30 day of August, 2017, in Gretna, Louisiana.

JUDGE STEPHEN D. ENRIGHT, JR.

CODED

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 732-768 **DIVISION "N"**

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

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REASONS FOR JUDGMENT

I. Exceptions of No Right of Action and Lack of Procedural Capacity

This matter came for hearing before the Court on the Defendants' exceptions and amended exceptions of no right of action and lack of procedural capacity. Defendants except to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

The purpose of the exception of no right of action is to determine whether a plaintiff has a real and actual interest in an action or belongs to a particular class to which the law grants a remedy for a particular harm alleged. *Roubicon Shoring Company, LLC v. Crescent Shoring, L.L.C.*, No. 16-540 (La. App. 5 Cir. 2017), 2017 WL 2197994 (citing *Dufrene v. Insurance Co. of State of Pennsylvania*, 01-47 (La. App. 5 Cir. 5/30/01), 790 So.2d 660, 668)). The Court in *Roubicon, id.* stated that:

> The exception of no right of action assumes that the petition states a valid cause of action for some person and questions whether the plaintiff in the particular case has a legal interest in the subject matter of the litigation. *Westchester Surplus Lines Ins. Co. v. Pacorini Metals*, 13-288 (La.App. 5 Cir. 12/19/13), 131 So.3d 445, 450. The burden of proof of establishing the exception of no right of action is on the exceptor. *City of New Orleans v. Board of Directors of Louisiana State Museum*, 98-1170 (La. 3/2/99), 739 So.2d 748, 755. The exception of no right of action tests whether the plaintiff has a "real and actual interest" in the action, but it does not raise questions of the plaintiff's ability to prevail on the merits or whether the defendant may have a valid defense. *Lemmon Law Firm, LLC v. Sch. Bd. of St. Charles*, 13-376 (La.App. 5 Cir. 12/12/13), 131 So.3d 231, 236. At the hearing on the exception of no right of action, the exception may be submitted on the pleadings, or evidence may be introduced either in support of or to controvert the objection raised when the grounds thereof do not appear from the petition. La. C.C.P. art. 931.

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Defendants argue that no right of action exists in this matter under the State and Local Coastal Resources Management Act of 1978, La.R.S. 49:214.21, et seq., ("SLCRMA") which governs activity and development in Louisiana's coastal zone through the issuance of coastal use permits. Defendants assert that SLCRMA does not govern most oil and gas activities, which are permitted and enforced through the Office of Conservation in lieu of coastal use permits and are outside of SLCRMA's regulatory scope. Defendants also argue that, as a local government, the responsibilities and authority of Jefferson Parish under SLCRMA are limited to "uses of local concern" from which mineral activities are excluded.

Plaintiffs' claims are based on La. Stat. Ann. § 49:214.36(D) which provides:

> D. The secretary, the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit.

When a law is clear and unambiguous and its application does not lead to absurd consequences, the law shall be applied as written and no further interpretation may be made in search of the intent of the legislature. La.C.C. article 9. Plaintiffs have clearly established a right of action in this suit. Jefferson Parish clearly belongs to the class of persons that has a legal interest in the subject matter of the litigation at issue. The State also clearly has a right of action through the LDNR and the Attorney General as they belong to a particular class to which the law grants a remedy for a particular harm alleged. Either the State or Jefferson Parish has enforcement authority within the confines of Jefferson Parish.

Regarding the arguments concerning the Parish not having a right of action relative to "in lieu" permits, for the purposes of the Exception of No Right of Action, the Petition is deemed to have stated a cause of action. The Court finds these arguments more appropriate as possible defenses/affirmative defenses to be made at the trial of this proceeding.

The Court denies Defendants' Exceptions of Lack of Procedural Capacity for the same reasons set forth herein.

II. Exceptions of Improper Cumulation and Improper Joinder

This matter came for hearing before the Court on the Defendants' exceptions of improper cumulation and improper joinder of parties.

Defendants argue that Plaintiffs impermissibly join in one lawsuit separate permit enforcement actions against nine oil and gas exploration and production companies for alleged violations of the State and Local Coastal Resources Management Act of 1978, La.R.S. 49:214.21, et seq., ("SLCRMA") which governs activity and development in Louisiana's coastal zone through the issuance of coastal use permits. Defendants assert that each of these alleged violations will turn on its own particular facts and legal issues and presents no "community of interest", thus prohibiting the joinder of these nine actions under Louisiana law.

As to cumulation of actions, La.C.C.P. article 463 provides:

> Two or more parties may be joined in the same suit, either as plaintiffs or as defendants, if:
> (1) There is a community of interest between the parties joined;
> (2) Each of the actions cumulated is within the jurisdiction of the court and is brought in the proper venue; and
> (3) All of the actions cumulated are mutually consistent and employ the same form of procedure.
> Except as otherwise provided in Article 3657, inconsistent or mutually exclusive actions may be cumulated in the same suit if pleaded in the alternative.

The test in determining whether the defendants have a community of interest is whether the cumulated causes of action arise out of the same facts, or whether they present the same factual and legal issues. *Miller v. Commercial Union Companies*, 305 So.2d 560, 561 (La. Ct. App. 1974). A community of interest is present where enough factual overlap is present between the cases to make it commonsensical to litigate them together. *Par. of Plaquemines v. Total Petrochemical & Ref. USA, Inc.*, 64 F. Supp. 3d 872, 883 (E.D. La. 2014) (*citing Dietz v. Superior Oil Co.*, 129 So.3d 836, 842 (La. App. 3d Cir. 2014)).

The Court finds that the Defendants have a community of interest in this suit. The allegations of the petitions demonstrate that the cumulated causes of action arise out of the same facts or present the same factual and legal issues. Plaintiffs' allegations establish that enough factual overlap exists between the cases to make it commonsensical to litigate them together. Plaintiffs allege that there is a common injury consisting of cumulative damage to the Jefferson Parish Coastal Zone by all the Defendants. The causes of action share a community of interest due to this factual overlap. It is commonsensical to try the alleged violations together due to the cumulative impacts and the restoration remedies sought.

Additionally, the United States District Court for the Eastern District of Louisiana stated in *Total, id.*, that:

> The community of interest standard for cumulation of actions under article 463 is a "liberal" one and it encompasses not only the parties' causes of action but also their defenses. *See Stevens v. Bd. of Trustees of Police Pens. Fund,* 309 So.2d 144, 147 (La.1975) (citing La.Code Civ. Pro. art. 463 cmt. (c); *Gill v. City of Lake Charles,* 43 So. 897 (1907)). It reflects a policy to avoid where possible a multiplicity of actions in the interests of judicial efficiency, providing that it can be done without unfairness to the parties affected. *Id.*

For the reasons set forth herein, Defendants' exceptions of improper cumulation and improper joinder of parties are denied.

III. Exceptions of Prematurity for Non-Compliance With La.R.S. 42:263

This matter came for hearing before the Court on the Defendants' exceptions of prematurity for non-compliance with La.R.S. 42:263. Defendants argue that the lawsuit filed by the Parish of Jefferson (the "Parish") should be dismissed as premature on the basis that the Parish hired special counsel to prosecute this action without first obtaining the Attorney General's approval as required by La.R.S. 42:263.

Defendants assert the Parish's cause of action is premature because the Attorney General has not approved the Parish's counsel and therefore the Parish's cause of action has not matured to the point where it is ripe for judicial determination. The Parish argues that the issue of the Attorney General's approval is irrelevant to the question of ripeness and the identity of the Parish's counsel has nothing to do with ripeness or maturity.

Defendants further argue that a parish that is governed by a home rule charter may retain special counsel without the Attorney General's approval only when the home rule charter specifically provides that the parish may hire special counsel. La.R.S. 16:2(D). Defendants do not dispute the fact that Jefferson Parish's Home Rule Charter predates the 1974 Constitution or that Jefferson Parish preserved the powers granted by its Home Rule Charter. However, Defendants assert that Section 4.04 of the Jefferson Parish Charter does not authorize the Parish to retain special counsel. Jefferson Parish Charter Section 4.04 provides that the Parish Attorney shall serve as legal counsel to the council, the President, and all parish departments, offices, agencies, and special districts. Defendants argue that therefore, as Jefferson Parish's Home Rule Charter does not specifically provide that the Parish may hire special counsel, Jefferson Parish was required to obtain approval of the Attorney General before hiring special counsel.

Jefferson Parish is governed by the provisions of a Home Rule Charter adopted in 1957 under the Constitution of 1921. The Parish asserts that Article VI, Section 4 of the 1974 Constitution does not permit a law that abridges the powers, functions and duties of local

governments with home rule charters which were in existence when the 1974 Constitution was adopted. Therefore, the Parish argues that its power under its Home Rule Charter in matters of local concern is as broad as the power of the State except when the power is limited by the Constitution or by its own Home Rule Charter.

The Court agrees with the Parish that there is nothing in the Constitution or Jefferson Parish's Home Rule Charter which prohibits the parish from hiring special counsel without the Attorney General's approval. Furthermore, Jefferson Parish's Home Rule Charter allows the Parish to enact ordinances that do not violate the Louisiana Constitution or the Parish's home Rule Charter. The Supremacy Clause of the Parish's Home Rule Charter provides that the provisions of the charter and the ordinances adopted thereunder prevail in cases of conflict with laws of the state dealing with parish and local government. The Parish enacted ordinances allowing the Parish to contract with outside legal counsel in matters not covered by a contract of insurance without the Attorney General's approval. Jefferson Parish Code of Ordinances, Ch. 2, Art. VII, Division 3.1, Sec. 2-927.2.

Accordingly, for the reasons set forth herein, the Defendants' exceptions of prematurity for non-compliance with La.R.S. 42:263 are denied.

IV. Exceptions of Vagueness and Non-Conformity of the Petition

This matter came for hearing before the Court on the Defendants' Exceptions of Vagueness and Ambiguity and Nonconformity with La.C.C.P. article 891. In ruling on these exceptions, the Court addresses the petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

La.C.C.P. article 891 provides in part that the petition "shall set forth the name, surname, and domicile of the parties; shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation." The dilatory exception of vagueness addresses the detailed sufficiency of the petition. *Roache v. Alpha Tech. Servs., Inc.*, 10-1086 (La. App. 5 Cir. 6/29/11), 71 So. 3d 520, 523, *writ denied*, 2011-1622 (La. 9/30/11), 71 So. 3d 294. The Court in *Spellman v. Disc. Zone Gas Station*, 07-496 (La. App. 5 Cir. 12/27/07), 975 So. 2d 44, 46, *writ denied*, 2008-0337 (La. 4/4/08), 978 So. 2d 328 stated that "[t]he purpose of the exception of vagueness is to place

the defendant on notice of the nature of the facts sought to be proved so as to enable him generally to prepare his defense, as well as additionally by a formal pleading to identify the cause of action so as to bar its future relitigation after determination by the present suit." *See Roache, id.* at 523. An exception of vagueness will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to be able to prepare its defense. *Spellman, id.* at 47.

The petitions in this matter do not give the required notice to the specific defendants of the necessary elements of the alleged actionable activity. *See Roache, id.* at 524. The petitions fail to identify which specific activities are at issue. The petitions allege permit violations and activities that were conducted without a permit when one was required and also identify particular wells and coastal use permits. However, the petitions do not sufficiently allege particular unlawful activities by the individual Defendants, including allegations of time and place. The petitions fail to state which activities of which Defendants were allegedly unlawful and the specific harm caused. There is no statement in the petitions of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation. The petitions do not enable defendants to prepare their defenses or identify the causes of action so as to bar future re-litigation.

The petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR") fail to fairly inform Defendants of the nature of the cause of action and fail to include sufficient particulars for Defendants to be able to prepare their defense. Accordingly, the Defendants' Dilatory Exceptions of Vagueness and Ambiguity and Non-Conformity With La.C.C.P. article 891 are sustained as to the petitions filed by Jefferson Parish, the Attorney General and LDNR.

Signed this 30 day of August, 2017, in Gretna, Louisiana.

JUDGE STEPHEN D. ENRIGHT, JR.

CODED

S/JADE L. SANDRAS

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION M**

SANDRA COUVILLON BORNE, JUDITH ROJAS KAGAY, WAYNE J. NOLAN, JEFFREY C. NOLAN, KEITH M. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, DOUGLAS G. NOLAN, IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, AND DAVID ROJAS NOLAN

VERSUS

CHEVRON U.S.A. HOLDINGS INC., STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C., ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO, L.P., AND BOPCO, L.P.

FILED:_____ _____
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FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this First Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

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3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own the following property located in Jefferson and Plaquemines Parishes in and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields:

JEFFERSON PARISH

1.) A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:
Those portions of Sec. 11, lying south of Sec.37;
Lots 1, 2, and 3 of Sec. 12;
Lots 2, 3, 4 and 5 and the West half of Sec. 13;
All of Sec. 14, south of Sec. 37;
All of Sec. 23;
All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and Dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor, should go due West 2 miles from this iron pipe

and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, comer of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast comer of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Erne Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16.-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

PLAQUEMINES PARISH

1.) A CERTAIN TRACT OR PARCEL OF LAND, situated in the Parish of Plaquemines, containing thirty-eight hundred (3800) acres, more or less, and being a portion of the upper or Northwestern portion of a larger tract of eleven thousand three hundred and forty-seven, eighty-two hundredths (11,347.82) acres, comprising sections, or parts of sections, 1, 2, 11, 12, 13, in township 17 S., R. 24 East, and sections, or parts of sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,

35, 36. and 39 in township 17 S.,.R. 25 East, Southeastern land District West of the Mississippi River, exclusive of certain rights of ways, sold by the Levee Board to Wilkinson, same being more particularly described, in accordance with the hereinafter referred to map of survey, as follows:

(a) BEGINNING at a point designated by the letter "C", which point is on the Parish line dividing the Parishes of Jefferson and Plaquemines, and which point is 80 arpents from the Mississippi River in township 17 S., R. 24 East, thence S. 12 degrees 30' E. 3030 ft. to the North Shore of Bayou Dupont, which point is designated by the letter "D", thence in an Easterly direction along the North shore of Bayou Dupont to a point, which point is on the dividing line of subdivision Lots No. 1 and 2, and designated by the letters "DD", thence North 38 degrees 00' W. along the line between lots .1 and 2 to the Section line dividing Government Sections 2 and 41, township 17 S., -R 24 E, point designated by the letters "CC", thence S 52 degrees W. 807.3 ft. to point of beginning. Said tract being Subdivision Lot No. 1.

(b) THENCE BEGINNING anew at. a point designated by the letters "GG", which point is S 3 degrees 10', 855.5 ft. from the 40 arpent line from the Mississippi River and on the Western boundary of a certain Right of Way deeded to Wilkinson by the Levee Board, which Right of Way boundary is one-half mile West of the Wilkinson Canal, thence due West along the line dividing Subdivision Lots 13 and 14 to the intersection of said line with the East bank of Bayou Des Fleurs, which point is designated by the letters "GGG", thence in a- Southerly direction along the East bank of Bayou Des Fleurs and Bayou Dupont to the point "E", which point is on the Northerly boundary of a certain Right of Way deeded by the Levee Board to Wilkinson, thence South 80 degrees East to the intersection of said Northerly boundary with the Western boundary of another Right of Way deeded to Wilkinson by the Levee Board, which Right of Way Western boundary, is one-half mile West of what is known as the Wilkinson Canal, which point of intersection is designated by the letter "F", thence North 30 degrees 10 minutes East along said Right of Way, 7226.5 ft. to the point of beginning.

(c) THENCE BEGINNING anew at a point designated by the letter "H", which point is on the East Bank of Bayou Dupont where the Southern boundary of a certain Right of Way, having a width of a five acres, deeded to Wilkinson by the Levee Board, intersects the East bank of the Bayou, thence, along the 80 degrees East to the point "I", which point is one-half mile distance from and on the West side of what is known as the Wilkinson Canal, thence South 29 degrees and 10 minutes East to the point "J", where said line intersects Bayou Trufant, thence along Bayou Trufant to point "K", which point is in the Western boundary of the certain Right of Way deeded to Wilkinson by the Levee Board, which has a width of five acres or 1043.35 feet; thence In a Southerly direction along the Western Boundary of said Right of Way to the point "LL"; thence South 45 degrees West to the dividing line of Sections 38 and 39 Township 17 S., R. 25 East, to the point designated by the letters "MM", thence due North along the line dividing Sections 38 and 39, also Sections 37 and 36 to the point "P", which point is the corner common to Sections 27, 28, 36 and 37 in Township 17 S., R. 25 East; thence due West along the Section line dividing Sections 27 and 37, 5280 ft. to point "Q", which point is on the left designating descending bank of Bayou Dupont; thence in a Northerly direction along Bayou Dupont to point "H", which is the point of beginning.

(d) THENCE BEGINNING anew at 'point "R", beginning the intersection of the Eastern boundary of the Right of Way of the Wilkinson Canal and one-half miles East of said Canal with the 40 arpent line from the Mississippi River; thence along the 40 arpent line South 46 degrees East 2001.4' to a point; thence South 48 degrees 30 minutes East 2047.3' to a point; thence South-59 degrees E. 3533.6' to a point, thence South 59 degrees 53 minutes East, 669.8 ft.; thence to point designated by the letters "SS"', thence South 45 degrees West to the Eastern boundary of the Wilkinson Right of Way, which has a width of 5 acres, which point is designated by the letters "TT";

thence in a Northerly direction along the said Right of Way to point "U" which point Is on the Bayou and is just below the intersection of Bayou Trufant and McCrutcheon; thence in a Northerly and Easterly direction along Bayou McCrutcheon to the Eastern boundary of the Right of Way of the Wilkinson Canal, which is one-half mile distance East from the Wilkinson Canal, which point is designated by the letter "V", thence North 3 degrees 10 minutes East along the Eastern boundary of the said Right of Way, which is one-half mile East of Wilkinson Canal, 7950 ft. to point "R" which I point of beginning.

All of which will more fully appear on certified map of survey by James S. Webb, Civil Engineer, dated November 6, 1925, and revised December 18, 1929, a copy of which said map is attached to and made part of previous Notarial acts of Sale which form part of this chain of title.

Of the property hereinabove described, that portion of the property hereinabove secondly described, bounded on the North by the dividing line of Subdivision Lots Nos. 13 and 14, and on the South by the Southern boundary line of Subdivisions Lots No. 15,and on the East by the Western boundary line of the Wilkinson Right of Way one-half mile from the Wilkinson Canal, and on the West by the Eastern banks of the Bayou Des Fleurs and Bayou Dupont, all included between the lines GG-GGG, GGG-W, W-Y, and Y-GG, shown on the above referred to map of survey, was acquired by Leon Rojas by purchasing from Hercules Georgnsis, as per act before Sumter D. Marks, Jr., Notary Public, dated April 1, 1927, Registered in C.O.B.64, Folio 340, of the Records of Plaquemines Parish, Louisiana, all of the remaining property hereinabove described was acquired by Leon Rojas by purchase from Robert Verret, as per Act before Jesse Chandler McGee, dated October 20, 1925, Registered in C.O.B. 62, Folio 198, of the Records of Plaquemines Parish, Louisiana.

LESS AND EXCEPT a tract of land containing approximately two hundred fifty-five (255) acres of land sold by Rojas-Adam Corporation of Delaware to Vincent Rojas as per act of sale registered in the offices of the Clerk of Court, Plaquemines Parish, Louisiana, in C.O.B. 118, Folio 186. Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666 Division "B", Civil District Court, Parish of Orleans, registered in COB 171, Folio 539, Parish of Plaquemines, as amended by the Judgment Nunc Pro Tunc of May 27, 1954, and registered in COB 175, Folio 295, Parish Clerk's Office, Parish of Plaquemines.

Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 64 Folio 340 of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered-in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

2.) A CERTAIN TRACT OF LAND, situated in the Southeastern Land District of Louisiana, West of Mississippi River in the Parish of Plaquemines, La., and described as the North West one-quarter (NW1/4) of Section 37 in Township Seventeen (17) South Range Twenty- five (25) East, containing one hundred and twelve and twenty-three hundredths (112.23) acres; the South West one-quarter (SW1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (25) East, containing One Hundred and Thirty-five and Seventy-One hundredths (135.71) acres; the South East one-quarter (SE1/4) of Section 37, Township Seventeen (17) South Range Twenty-five (25)1 East, containing One Hundred and Thirty-one and Forty-six hundredths (131.46) acres; and the North East one-quarter (NE1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (.25) East, containing One Hundred and Sixty (160) acres, totaling in all Five Hundred Thirty-nine and forty hundredths (539.40) acres, all as per plan or sketch made by H. E. Landry, C.E. & Surveyor, bearing date of New Orleans, La. Nov. 22nd, 1941, which Is certified correct in conformity with survey of Frank T. Payne, C.E. of date Feb. 27th, 1922; corrected as of date Oct. 31st, 1942, by the said H. E. Landry, C.E. & Surveyor, and traced for showing Subdivisions of Section 37, T. 17 S. R. 25 East, etc., by E. M. Ivey, Registered C.E. on March 11, 1943.

LESS AND EXCEPT all minerals and mineral rights which are reserved to the Board of Commissioners, Lafourche Basin Levee District in accordance with the provisions of the Louisiana Constitution of 1921. Art. IV, Sec. 2, and the laws and jurisprudence affecting the sale of public lands.

Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered In C.O.B. 171, Folio 539, Parish of Plaquemines, as amended by Judgment Nunc Pro Tunc of May 27th, 1954, and registered in C.O.B. 175, Folio 295., Parish Clerk's Office, Parish of Plaquemines, and further amended by Judgment Nunc Pro Tunc in the aforesaid proceedings, dated October 29, 1969, Registered in C.O.B. 342, Folio 181, Clerk's Office, Parish of Plaquemines. Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB, folio of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in COB 709, Folio 914, Parish of Jefferson and registered n COB 345, Folio 202, Parish of Plaquemines.

JEFFERSON AND/OR PLAQUEMINES PARISHES

1.) ALL THAT CERTAIN TRACT OR PORTION OF LAND, situated in either or both Parishes of Plaquemines and Jefferson, and in the State of Louisiana, designated as all of that portion of Section 37, lying South of the South line of Section 24 and West of Bayou Dupont, in T. 17 S. R. 24E, containing 22.35 acres, more or less; and,

ALSO that portion of Section 47, lying North of Round Lake in T 17 S. R. 25 East, containing 105.96 acres, more or less, all located In the Southeastern Land District of Louisiana, West of the Mississippi River; all as is more fully shown by a sketch and or plan designated "Sketch showing the survey of part of Section 37, T. 17 S. R. 24 East, and part of Section 47, T. 17 S. R. 25 East, certified correct in conformity with survey of Frank R. Payne, C.E., of date, February 27, 1922, New Orleans, LA. November 22nd, 1941, signed by H. E. Landry, C.E., Note: corrected as of date October 31st, 1942, signed H. E. Landry, C.E., traced for

showing Subdivision of Section 37, T. 17 S., R. 25 East. Portion of East Section 47, protracted and computed, dated March 11, 1943, signed E. M. Ivy, Reg. C.E.

Being the same property acquired by the Decedent in the Succession of Leon Rojas, Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered in COB 175, Polio 297, Parish of Plaquemines, La., and in COB 357, Folio 682, Parish of Jefferson.

Also being the same property acquired by the Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 358, folio 585 of the Jefferson Parish Conveyance Records and in COB ____, FOLIO____, of the Plaquemines Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard registered in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

13.

Made defendants are the following parties:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E&P Inc., Texaco Inc.,** and **The Texas Company;**

b. **STONE ENERGY CORPORATION** is a foreign corporation having its principal place of business in Louisiana;

c. **HILCORP ENERGY COMPANY** is a foreign corporation having its principal place of business in Texas;

d. **CHEVRON U.S.A. INC.** is a foreign corporation having its principal place of business in California. Chevron U.S.A. Inc. is named as successor in interest to **The California Company;**

e. **THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C.** is a foreign corporation having its principal place of business in Texas. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company;**

f. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield;**

g. **EXXON MOBIL CORPORATION** is a foreign corporation having its principal place of business in Texas. Exxon Mobil Corporation is named as successor in interest to **Exxon Corporation** and **Humble Oil & Refining Co.**;

h. ***SHELL OIL COMPANY*** is a foreign corporation having its principal place of business in Texas;

i. **BP AMERICA PRODUCTION COMPANY** is a foreign corporation having its principal place of business in Texas.. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Production Company**;

j. **BEPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BEPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass**, and **Perry R. Bass, Inc.**; and

k. **BOPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BOPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass**, and **Perry R. Bass, Inc.**

VENUE

14.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained primarily, in Jefferson Parish.

15.

JEFFERSON PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUIT *THE PARISH OF JEFFERSON V. CHEVRON U.S.A. HOLDINGS INC., ET AL.*, DOCKET 732-769, DIVISION P (24TH JDC) (FILED NOV. 11, 2013)

The Parish of Jefferson has found the following violations by the Defendants herein as alleged by the Parish in the lawsuit *The Parish of Jefferson v. Chevron U.S.A. Holdings Inc., et al.*, Docket 732-769, Division P (24th JDC) (Filed Nov. 11, 2013). Plaintiffs' Property is located within and adjacent to the "Operational Area" defined in the above referenced Parish lawsuit and as depicted in the Parish lawsuit (their Exhibit B) attached hereto as **Exhibit A**. The subparts

below, "a" through "v", include the findings of the Parish, as alleged the Parish's Petition for Damages to the Jefferson Parish Costal Zone ("Parish Petition") as follows:

a.

> In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Lafitte and Three Bayou Bay Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish.
>
> ...
>
> In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. [Parish Petition ¶ 3].

b.

> The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1). [Parish Petition ¶ 4].

c.

> Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5)...The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone...." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4). [Parish Petition ¶ 5].

d.

> The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws. [Parish Petition ¶ 6].

e.

> The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." ... The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." [Parish Petition ¶ 7].

f.

> Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.* [Parish Petition ¶ 14].

g.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M. [Parish Petition ¶ 16].

h.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43.I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of the Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws. [Parish Petition ¶ 17].

i.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable. [Parish Petition ¶ 18].

j.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. ... The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed [.][Parish Petition ¶ 19].

k.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). [Parish Petition ¶ 20].

l.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D. [Parish Petition ¶ 21].

m.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal

Zone, for which Defendants are liable under the CZM Laws. [Parish Petition ¶ 22].

n.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein. [Parish Petition ¶ 23].

o.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for

their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36. [Parish Petition ¶ 24].

p.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M. [Parish Petition ¶ 25].

q.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

"It is the policy of the coastal resources program to avoid the following adverse impacts . . . :

(4) alterations in the natural concentration of oxygen in coastal waters;
(5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

***

(8) detrimental changes in existing salinity regimes;
(9) detrimental changes in littoral and sediment transport processes;

***

(13) discharges of pathogens or toxic substances into coastal waters;

***

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

***

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;
(19) land loss, erosion, and subsidence;
(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;
(21) reduction in the long term biological productivity of the coastal ecosystem.

[Parish Petition ¶ 26].

r.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs." [Parish Petition ¶ 27].

s.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities. [Parish Petition ¶ 28].

t.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission. [Parish Petition ¶ 29].

u.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations. [Parish Petition ¶ 30].

v.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area. [Parish Petition ¶ 31].

PLAINTIFFS' ALLEGATIONS

16.

Based upon the foregoing findings by the Parish of Jefferson, particularly Defendants' activities in the Lafitte and Three Bayou Bay Oil and Gas Fields, the Plaintiffs herein allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence -- leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property. This land loss is caused when the activities described above present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands. For the purposes of the Plaintiffs herein, the "Operational Area" comprises the area in and around Lafitte and Three Bayou Bay Oil and Gas Fields. A list of Defendants' relevant wells is attached as **Exhibit B**. A list of Defendants' relevant Coastal Use Permits is attached as **Exhibit C**. Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit. Further, to the extent some of Defendants acts and omissions were allowed by permit, this does not absolve the Defendants of liability to the Plaintiffs. The Defendants' well operations (and related operations, such as dredging, waste disposal, and transportation of product and waste) and Coastal Use Permit activities (and activities beyond the scope of those permits) could have been conducted in a way that did not destroy the Plaintiffs' Property because there were reasonably prudent alternatives that would have prevented the damage done to Plaintiffs' Property.

17.

Defendants' acts and omissions include the acts and omissions as listed above in the Parish Petition, and also include: (1) failure to follow the standard of care under the regulatory structure, (2) failure to follow express and implied obligations under the permits, (3) failure to use reasonably prudent operational techniques, (4) failure to prevent unreasonable alterations to the surrounding land and marsh, (5) failure to use reasonably prudent waste disposal techniques, and (6) failure to use reasonably feasible alternative methods. For example, Defendants failed to

backfill the canals upon the drilling of the wells, failed to use injection wells, failed to use overmarsh vehicles, failed to use proper spoil bank mitigation and maintenance, and failed to manage canals prudently.

18.

Plaintiffs did not have actual or constructive knowledge of the damages caused by defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

19.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

20.

Defendants knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Defendants had a duty to protect the Plaintiffs and Plaintiffs' Property from these effects. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

21.

Each of the Defendants' past and continuing acts and omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around the Operational Area, in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' respective activities at issue in this action.

22.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts and/or omissions. The Plaintiffs are entitled to injunctive relief in the form of

abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

23.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 2: STRICT LIABILITY

24.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

25.

Defendants are strictly liable for their operations that occurred prior to April 16, 1996. Defendants have, or have had, ownership, care, custody, and garde of the canals, and other oil and gas facilities in the Operational Area and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

26.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior coastal lands with increasing volume and velocity, and have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, including the Plaintiffs' Property.

27.

Defendants had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Defendants had, and have, a legal relationship to the property, comprising rights and duties.

28.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' Property.

29.

Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he can not make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Defendants are liable to Plaintiffs because Defendants' acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' Property, and such work has caused damage to Plaintiffs' Property.

30.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Defendants are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." The Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived the Plaintiffs of enjoyment of their land and caused damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

31.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Defendants are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' Property as caused by Defendants' network and physical elements of oil and gas

exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

32.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 3: PUBLIC NUISANCE

33.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

34.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, constituting an unreasonable interference with the health, safety, property, peace, and/or comfort of southeast Louisiana communities as those acts and/or omissions have, and continue to, expose those communities to increased storm surge risk.

35.

Defendants failed to use reasonably prudent operational techniques, failed to prevent unreasonable alterations to the surrounding land and marsh, failed to use reasonably prudent waste disposal techniques, and failed to use reasonably feasible alternative methods to fulfill their purpose without damaging neighboring lands. Defendants' acts and omissions created a hazardous condition affecting the Plaintiffs. Defendants could reasonably foresee that damage would ensue on neighboring properties as a result of their acts and omissions and their decisions not to mitigate the effects of their operations. The harm, inconvenience, and damage materially

interfere with the Plaintiffs' rights to enjoy their property. The damage caused by Defendants is an unreasonable intrusion into the lives of the neighboring Plaintiffs.

36.

That unreasonable interference has been and continues to be a proximate cause of particularized damage to Plaintiffs' Property in the form of the value of land directly lost and the value of economic and life activities attendant to that lost land. This damage is different in kind than that sustained by the public at large.

37.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

38.

That unreasonable interference is continuing to produce adverse effects.

39.

That unreasonable interference is known or knowable by Defendants.

40.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

41.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 4: PRIVATE NUISANCE

42.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

43.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around the Operational Area, all in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

44.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

45.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care.

46.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

47.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 5: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

48.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

49.

The express and implied obligations and duties contained in the coastal use permits ("CUPs") identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property, and that Defendants take affirmative protective actions and prohibit other actions with detrimental effects in and around the Operational Area.

50.

Provisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs. Accordingly, those provisions afford Plaintiffs third-party beneficiary status.

51.

Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action.

52.

Accordingly, Defendants are in continuing breach of those obligations and duties such that Defendants are bound to redress the damages caused by their breach and sustained by the Plaintiffs. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration

activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

53.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

CUMULATIVE IMPACTS AND REMEDY

54.

The Defendants' operations have caused cumulative and collective impacts to the Plaintiffs' Property. These cumulative and collective impacts resulted in common injury to Plaintiffs' Property, including the altered hydrology, saltwater intrusion, loss of vegetation and resulting land loss. As previously stated, Plaintiffs' Property lies within and adjacent to the Operational Area defined by the Parish lawsuit. The Defendants' network of oil and gas exploration production and transportation facilities, equipment, wells, and other related structures, and canals and spoil banks helped introduce and continue to introduce corrosive saltwater and other substances to this particular geographic area. Thus, there is a community of interest among the Defendants. The Defendants' damages to the Plaintiffs' Property are commingled and indistinguishable from one another. The required remedies for the damages are the result of all of the Defendants' actions and omissions. The combined effects of these operations have caused cumulative impacts to the Operational Area and Plaintiffs' Property.

55.

The only feasible and practical outcome here is restoration to the area as a whole. Defendants' damages to Plaintiffs' Property involve the same factual and legal issues in terms of the historical oil and gas operations in the area and their cumulative detriments.

56.

All of the Defendants named herein are jointly and solidarily liable for the damage to the Plaintiffs' Property.

57.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Defendants finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
Fishman, Haygood, Phelps, Walmsley Willis & Swanson, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

PLEASE HOLD SERVICE

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ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

SANDRA COUVILLON BORNE, SANDRA COUVILLON, JUDITH ROJAS KAGAY, JUDITH ROJAS, WAYNE J. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, MARY JO NOLAN, DOUGLAS G. NOLAN IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, DINA KATHLYN NOLAN, DAVID ROJAS NOLAN

CASE NO: 744-218

VERSUS

DIVISION "M"

CHEVRON USA HOLDINGS INC, STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON USA INC, LOUISIANA LAND AND EXPLORATION COMPANY, LLC, ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO LP, BOPCO LP

Proceedings taken in the above-entitled and numbered cause, before the Honorable Henry G. Sullivan, Jr., Division M, Judge presiding, Twenty-Fourth Judicial District Court, Parish of Jefferson, Gretna, Louisiana, on December 7, 2016.

Reported by:

DONNA McSTAY, CCR, CDR, OCC

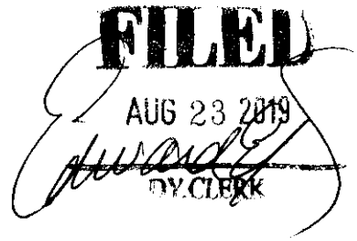


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A P P E A R A N C E S

Representing the Plaintiffs:

ROCK PALERMO, ESQ.
BESSIE DASCHBACH, ESQ.
JACOB BRAUD, ESQ.

Representing Chevron:

LEXIE WHITE, ESQ.
MIKE PHILLIPS, ESQ.

Representing Shell Oil Company:

KEITH JARRETT, ESQ.

Representing Exxon Mobil Corporation:

ROBERT McNEAL, ESQ.
MARTIN STERN, ESQ.

Representing Louisiana Land and Exploration Company, LLC:

LEIGH ANN SCHELL, ESQ.

Representing Atlantic Richfield Company and BP America Production Company:

GEORGE ARCENEAUX, ESQ.

Representing Stone Energy Corp:

ELIZABETH WHEELER, ESQ.

Representing BEPCO LP AND BOPCO LP:

KELLY RANSOM, ESQ.

Representing Hilcorp Energy Company:

KELSEY MEEKS, ESQ.

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THE COURT:

Number eight on the docket is 744-218, *Sandra Couvillon Borne, Et Al, versus Chevron USA Holdings, Incorporated, Et Al.*

Counsel, please give your names and representations for the record?

MR. PALERMO:

Rock Palermo and Bessie Daschbach for the Plaintiffs, Borne.

MS. WHITE:

Your Honor, Lexie White and Mike Phillips for the Defendant, Chevron.

THE COURT:

Good morning.

MR. JARRETT:

Good morning, Your Honor, Keith Jarrett for Shell.

MR. McNEAL:

Robert McNeal and Martin Stern for Exxon Mobil.

THE COURT:

Good morning.

MS. SCHELL:

Leigh Ann Schell for the Louisiana Land and Exploration Company, LLC.

THE COURT:

Good morning.

MR. ARCENEAUX:

George Arceneaux for Atlantic Richfield Company and BP America Production Company.

MS. WHEELER:

Beth Wheeler for Stone Energy Corp.

MS. RANSOM:

Kelly Ransom for BEPCO LP and BOPCO LP.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company.

MS. DASCHBACH:

Your Honor, we also have Jacob Braud, here, for the Plaintiffs, as well.

THE COURT:

Good morning, Mr. Braud.

Well, good, we almost cleared the attorney -- I mean, the courtroom of attorneys once we handled this case, but I'm surprised we still have a bunch of people out there, looking at the rest of the docket, but, in any event, you may proceed.

MS. WHITE:

Your Honor, Lexie White for the Chevron Defendants, and the Defendants have raised several exceptions today, and we're prepared to address them in whatever order Your Honor would prefer.

THE COURT:

How about vagueness, ambiguity, nonconformity of petition.

MS. WHITE:

That sounds good, Your Honor, and I'll address that on behalf of Chevron Defendants. Others may chime in as the

facts are unique with respect to each of the Defendants here today --

THE COURT:

Great.

MS. WHITE:

-- but I can begin.

I do have a Power Point presentation that I've hooked up here. I'm not sure if there's something I need to do to have it show on your screen, though.

THE COURT:

You're going to play it from the podium there?

MS. WHITE:

I have it showing on my screen. Here we go. Okay, thank you, Your Honor.

And we've raised -- Chevron has raised, along with all Defendants, the dilatory exception of vagueness and ambiguity, and if the Court grants this exception and either dismisses the case without prejudice or allows the Plaintiffs to replead, that would, of course, moot the remaining exceptions at this stage.

Before I begin the argument, I just want to make clear, Your Honor, you are the first judge to actually rule on this exception. Although there are several cases raised both by this Plaintiffs' counsel on behalf of other landowners and, relatedly, by the Parish of Jefferson raising similar claims with respect to the

land at issue in this case, Your Honor is the first to actually have the opportunity to rule on this exception in any of those cases, and the allegations in --

THE COURT:

Thanks for giving me that opportunity.

MS. WHITE:

If you choose to take it.

-- and the allegations in this Petition are undifferentiated. Your Honor, they are entirely the same for each of the 11 Defendants at issue. There's no reference, for instance, of what any specific Defendant is accused of having done wrong in the Petition. Instead what we have are 11 Defendants that are, as a group, accused of violating coastal use permits and damaging the Plaintiffs' land, and one consequence of that, Your Honor, is that we have counsel in this room today whose clients stand accused of breaching the terms and conditions of a coastal use permit, although they have no record of their clients ever having been issued a coastal use permit in any of the fields that are at issue in this lawsuit.

Another consequence of this pleading is that we have counsel standing in this room today, for instance, who have no record of their client ever having dredged a canal in Lafitte or Three Bayou Bay, but are,

nonetheless, accused in this Petition of dredging and causing subsidence and land loss in these particular fields.

And read in its most generous light, this Petition, which we have studied, and I'll go through in some detail, if Your Honor will indulge me, says only -- and can only be credibly read to say that the 11 Defendants named here had some form of oil and gas operations in one of two oil fields, spanning more than 200 square miles, at some point over the last more than three decades. And it appears -- what we have attached to the Petition, if you look at Exhibit C, for instance, is a laundry list of permits, and in a related exhibit we have a laundry list of wells, and it appears anyone who was issued any permit or drilled any well in one of these two fields, which covers a very large geographical area, at any point in time was named as a defendant in this lawsuit. And, thus far, the Defendants' (sic) response to our briefing on this issue, and the exception that we've raised, is to say, you know, you'll get more details in discovery.

Imagine if you were sued for breach of contract but the party claiming the benefit refused to identify the contract they were claiming the benefit of asking first instead to see all of the contracts

that you had entered into with anyone in their area, and at that point they would tell you which contract they were accusing you of having breached, and it really doesn't come close to satisfying Louisiana's fact pleading requirement which, of course, in Article 891 requires the Plaintiffs to identify the material facts of the transaction or occurrence at issue for each Defendant they've named. There is no enterprise or group liability in Louisiana. There's a long line of cases making that very clear, but I don't want Your Honor to think that we didn't try to understand the allegations in this Petition because we did.

The Petition describes, and this is a direct quote from Paragraph 21, the crux of the Plaintiffs' claim as this -- of the Plaintiffs' tort claims is a, quote, "violation of the expressed and implied duties prescribed in the permits attached as Exhibit C." That exhibit is literally a list of every permit issued in the past three decades to any of these 11 Defendants. The Petition doesn't say which of that laundry list of permits these Plaintiffs even contend was violated, if any, much less what are the expressed and implied obligations in those permits that were allegedly violated. So we can't tell from this exhibit what are the obligations

and the duties that form the factual basis for these tort claims.

But the permits listed in Exhibit C are publicly available. This is the public website, Your Honor. This is the SONRI System that Plaintiffs likely used to compile this laundry list of every permit issued to any Defendant in this case, and so we used the same public database, Your Honor, to pull the actual permit files that are listed in Exhibit C, and when you dig into the files that are cited as support for these allegations, not only do they fail to illuminate the factual basis for this lawsuit, in many cases they flatly contradict the statements that are made without support in the Petition itself.

And I just -- if you'll indulge me to walk through this. This is the Plaintiffs' Petition, Exhibit C. It is the laundry list of permits we're told formed the crux of the Plaintiffs' tort claims. Just walking through a few, here is one, at the top. This is line 17 on Exhibit C. This is a permit issued to Texaco and compare what this permit actually says, which is on the bottom of this slide, with what the Petition says directly above it. Paragraph 16 of the Plaintiffs' Petition alleges in unspecific fashion that, quote, "Defendants' well operations and coastal use permit activities could have been

conducted in a way that did not destroy the Plaintiffs' property because there are reasonably prudent alternatives that would of prevented the damage being done to the Plaintiffs' property."

And the permit listed for support is what's shown on the bottom of this, and this is where we're told to look for the factual basis. It states exactly -- almost exactly the opposite. This permit was issued to my client, Texaco, or Chevron as successor to Texaco, after the regulators performed their own investigation into the proposed project and concluded this proposed project is coastal water dependent, and there are no apparent alternatives which would be of less impact and still permit the well to be drilled.

Now, there are many -- this is just one, but there are many similar examples of this in the permit files because that is precisely what the regulators were doing. When they decided whether to issue a permit, they were balancing the economic, social, and environmental factors in deciding whether a proposed project should be authorized or whether it should not.

So what is the factual basis for the statement in Paragraph 16 of this Petition? What is the who, what, when, where and how? Are the Plaintiffs taking issue with the Louisiana Department of Natural Resources'

decision to grant the permit that is listed on Exhibit C in line 17? Are they taking the position that reasonable alternatives *did* exist and that LDNR's finding was wrong, because there are particular *defenses we would raise to that claim?* That may not even be a suit properly raised against *these* Defendants as opposed to a different agency.

On the other hand, is this permit even at issue in this case? The Petition never says which, if any, of this laundry list of permits are allegedly violated in this case. Not a single one is specifically identified as having been violated. Is my client accused of drilling this well listed in the Petition in a manner inconsistent with reasonably prudent alternatives that would of prevented the damage to the Plaintiffs' property?

And, of course, it's a touchstone of Louisiana law that it's fundamental that a petition for damages gives the defendant sufficient notice of the facts sought to be proven against him to enable him to prepare a defense. That's a direct quote from the Fifth Circuit Court of appeal in the *Roache versus Alpha Technical Services* case, which we've cited to Your Honor in our briefing.

The Petition doesn't answer these questions, but instead accuses the Defense

collectively, and as a group, of violating coastal use permits, unidentified terms and conditions of coastal use permits, but, time and time again, we see in these files, and here's another example, these documents. This is a follow-up investigation report completed by the regulatory body responsible for issuing coastal use permits, and after inspecting the permitted work concluded that, quote, "All permit conditions are satisfied." But, as you see across the top of this slide, this is a permit cited in Exhibit C to the Petition, line 44, as somehow -- we're not told how -- forming the factual basis for this lawsuit.

And I could spend hours going through these. There are quite a few. Here's another one for Stone Energy, line 182 of Exhibit C, another one for Hilcorp Energy, line 260 of Exhibit C to the Petition, and the point is the permits listed in Exhibit C, if you actually read them, which we did, if you actually read them, they raise more questions than they answer about what is at issue in this lawsuit.

Now, the Plaintiffs say at several points in their Petition, for instance, the Defendants were obligated to and failed to restore the land to its original condition. But, again, the permits that they cite for support, factual support for that

allegation, like this one, for instance, listed in Exhibit C, contain a whole host of terms and conditions. If you look on these actual permit files, these are thick documents. There's a lot of back and forth between the regulators and the entity applying for the permit about how the proposed project will be conducted, what reasonable alternatives exist, how the balance should be struck, and the reasons are articulated for striking the balance in a particular way, and what you end up with is something like this. It's usually a two-page document within the permit file that lists the particular conditions the permit holder has to abide by, and, although the Petition alleges that Defendants collectively and as a group, in an unspecified manner, without identifying any activities, alleges that they failed to restore the land to its original condition.

What you see in these permits, like this one on your screen, is that was not a condition that was specified as one of the several conditions that the permit holder had to abide by in return for the permit that it was issued because these activities are very different. They range from installing a six-inch pipeline, to dredging a canal, to maintaining the depth of that canal at a certain navigable depth to

allow passage, and there's no identification in the Petition of which of these activities are at issue in *this* case. In fact, we're not told which of these Defendants are alleged -- what of any particular individual Defendants' activities are alleged to have been done unlawfully.

Now, the Petition references a series of broad words. It throws around words like "adverse impacts" and "cumulative impacts" in describing the harm that it's seeking to redress, and the notion is if there's any kind of a footprint left on the land in question, that is, this land -- these two fields are the subject of extensive oil and gas operations over the past half a century. The notion is that if there's any form of a footprint left on that land, that can give rise to a tort claim, and it's the basis of a violation of a coastal use permit. But the permits that these Plaintiffs cite as ostensible support for that allegation, which is unspecified, we're not told what activities, but what they cite in this laundry list shows just the opposite.

This slide is the permit that's cited at line 95 of Exhibit C, and it's in the publicly available permit file for a dredging permit where the State of Louisiana actually overruled an objection

that had been raised to maintenance dredging explaining that, quote, "This is an old oil and gas field, and the proposed maintenance dredging is for existing canals. Additional adverse impacts will be minimal, and the benefits of continued oil and gas production will outweigh any unavoidable adverse impacts." In other words, there, again, we have to state balancing the economic, social, and environmental factors of each of the activities that were proposed to be conducted, and at the end of the day, in each of the instances that I've shown you, the State struck the balance in favor of development. What we're not understanding from this Petition is what are these 11 Defendants accused of doing wrong following the issuance of this permit.

Now, the Louisiana Fifth Circuit Court of Appeal has specifically criticized the use of these generalized terms, like "violation of regulations," which are used without identifying which of a long list of particularized regulations a specific Defendant is accused of having violated.

In the *Roache versus Alpha Technical Services* case, which we've cited, for instance, on page five of Chevron's memorandum in support of this exception -- there are several cases cited on that page, page five -- a pleading was examined that,

like this one, was replete with very generalized language, but the allegations were not specific to any particular Defendant, and the Court of Appeal found that pleading to be vague and ambiguous in violation of Article 891, and it was no excuse in that case or in this that the oil company Defendants were accused of being liable *in solido*. Solidary liability was alleged. The Court dismissed the action without prejudice, and the facts there were strikingly similar to those here. It was contamination of land over a period of decades by various oil field related companies brought by plaintiffs who lived in the vicinity of the land at issue against a group of dozens of defendants.

And we cited several other cases that were similar, and we attached to our brief, our memorandum in support of this exception, the orders that came out in those cases. In, for instance, the *Alford versus Chevron* case, Judge Clement of the 25th Judicial District Court found a similar petition that attached a laundry list of exhibits to be vague and ambiguous precisely because it, quote, "Asserted causes of action against defendants collectively without differentiating the factual basis of the allegations against each defendant individually." And the facts there were strikingly similar. There

were operators of land alleged to have been contaminated, and the court ordered them to amend and set forth specific individualized allegations for each defendant, and that's what we're asking for here, Your Honor.

There are several other cases. The *Devillier* case and the *Conner versus Adams Resources* case, which we've attached to our brief, as well, and ruled similarly on strikingly similar petitions.

But another reason, Your Honor, just quickly and I'll move on, that we need to know which activities are at issue is because we see in the public permit files that are referenced in this laundry list extensive back and forth with the actual landowners of the property who were notified of many of these projects. They were provided an opportunity to object to the projects, and if we knew even one activity that is at issue and alleged to be unlawful in this case, we could respond with those defenses where appropriate.

But, Your Honor, in digging into this Petition as we have, and in digging into the files that are attached and referenced in it, it becomes quite clear how it came to be drafted the way it was, because the Petition borrows its background section from a different lawsuit. The background section to this Petition literally cuts and pastes around 22

paragraphs from a separate lawsuit. You see it referenced in Paragraph 15 of the Petition. It's the previously filed *Parish of Jefferson versus Chevron USA Holdings* case. There are 22 paragraphs from that petition pasted into this Petition followed by this language: Based upon the foregoing findings by the Parish of Jefferson, particularly defendants' activities in the two fields at issue here, the plaintiffs herein allege upon information and belief.

Now, those findings that are referenced in Paragraph 16 of this Petition were actually just allegations that were raised in the *Jefferson Parish versus Chevron* case, which is currently pending before Judge Faulkner, Your Honor, in Division P. No one has made any findings in that case, and no findings were made by the Louisiana Department of Natural Resources, or any other agency, before that case was filed. That lawsuit is currently, just so Your Honor is aware, stayed by agreement of the parties to that case in order to allow Judge Enright in Division M --

THE COURT:

N.

MS. WHITE:

-- to rule first in a different case filed by Jefferson Parish -- that's the *Jefferson Parish versus ARCO* case -- to

allow him to rule on threshold legal questions in that case, including vagueness and ambiguity. Four other judges, in fact, who have been assigned cases filed by Jefferson Parish that are similar, are holding off on addressing the issues in those cases until Judge Enright has an opportunity to rule in the case before him.

But these Plaintiffs, who are private landowners, want to, essentially, jump ahead of that litigation, and they want to jump ahead of the litigation they were piggybacking off of without providing notice to any of the 11 Defendants in this room of the material facts that are at issue in this lawsuit, and the Louisiana Code of Civil Procedure simply doesn't allow that, Your Honor. And that would be true even if it weren't the case that now five judges in Jefferson Parish have worked out a procedure for addressing the allegations raised in the Jefferson Parish litigation, which these Plaintiffs are attempting to get out ahead of.

The Louisiana Code of Civil Procedure Article 891 requires a concise statement not just of the causes of action but of the material facts of the transaction or occurrence that is the subject matter of the litigation, and because this pleading does not identify even a single activity of

any of the 11 Defendants, that these Defendants are specifically individually accused of having done unlawfully, we would ask the Court to grant the exception of vagueness and ambiguity.

And before I hand over the podium to one of my colleagues, I did take a stab at a proposed order that would make very clear how limited the relief is that we're seeking in this case.

And if I could approach, Your Honor?

THE COURT:

Have you shared that with opposing counsel?

MS. WHITE:

Yes, Your Honor.

THE COURT:

Thank you.

MS. WHITE:

And what we've attempted to do in this order is simply identify the three items of information that we're asking for the Plaintiffs should provide with respect to each Defendant separately. First, a description of each allegedly unlawful activity, including the date and location of the activity, something that tells us what we're accused of doing wrong. Second, each permit alleged to have been actually violated, not just a list of every permit granted to anyone in the field over the past three decades, but each permit

alleged to have been violated with a precise description of what was the violation. And then, third, for each permit or activity identified, the damage that's alleged to have been caused.

And that's our request, Your Honor.

THE COURT:

All right, thank you.

Exhibit C contains a list of 275 permits; is that right?

MS. WHITE:

That's right, Your Honor; I believe that's right.

MR. McNEAL:

Good morning, Your Honor.

THE COURT:

Good morning.

MR. McNEAL:

May I proceed?

THE COURT:

You may.

MR. McNEAL:

It's Robert McNeal on behalf of Exxon Mobil. Your Honor, I just want to talk to you about the Petitions' claims against Exxon Mobil, so, obviously, in the vagueness exception, where you start with is the Petition, and in this case this Petition, itself, only mentions Exxon twice, once in the caption and then once in the paragraph that lists all of the Defendants. That's Paragraph 9. Nowhere

else is there a specific reference to Exxon at all.

The Petition doesn't identify anything that Exxon specifically did that caused any of the damage alleged by the Plaintiffs, and all it does is, in one of the exhibits, which is Exhibit B, which is a list of wells, it identifies nine historic Exxon Mobil wells from back in the 1950's. So these -- the wells -- and I'd point out, Your Honor, that all the wells -- and if I can approach, Your Honor, this is a copy of Exhibit 2 to the affidavit we submitted from a landman, which was attached as Exhibit 3 to our memorandum.

May I approach?

THE COURT:

You may.

MR. McNEAL:

Your Honor, what this demonstrates is that the wells that Exxon had back in the 50's were located at least a mile and sometimes several miles away from the Plaintiffs' property, and so it's kind of hard to look at this Petition and say that Exxon did something that damaged the Plaintiffs' property based on the allegations that exist.

Now, you just heard a long explanation of these permits. There's no permit that's alleged to be issued to any Exxon Mobil entity in the exhibit that attached

-- attaches the permits at issue.

THE COURT:

Well, I'm not sure about any entities. I've reviewed the list of permits, and I did not see Exxon mentioned.

MR. McNEAL:

Yeah, they're not there, and this case is premised upon violations of permits. The underlying lawsuit that they've piggybacked onto is premised on the notion that coastal use permits were violated. I'm sure you'll hear, well, there's unpermitted activities. Well, okay, but this Petition does not identify a single unpermitted activity that Exxon Mobil did that somehow is directly linked to damage on the Plaintiffs' property.

So, Judge, I mean, real simply, these allegations don't satisfy Article 891, and the allegations against Exxon are vague and ambiguous and either should be dismissed or fixed.

I know it's just hornbook law. The Petition has to state clearly and concisely the material facts that are the basis for a claim against a defendant. I mean, put another way, a petition's supposed to tell a defendant why it's in the lawsuit and it did that resulted in it getting sued. In this case all we have, Your Honor, is an allegation that some wells existed that were drilled in the 50's that

are miles from the Plaintiffs' property. That's not enough.

And when a petition makes an allegation against multiple defendants like happened here, the rule isn't waived. In fact, you know, the case law we cited to Your Honor states that each defendant should be told exactly what it individually did that resulted in it being sued and what the basis is for the claim against it.

So I'll just say at this point, Judge, no one has any idea of what Exxon specifically did that in any way caused damage on the Plaintiffs' property based on this Petition. There's really no way to validly defend this case based upon the allegations as they exist, and under the law the Petition is, therefore, vague and ambiguous as to my client, and the exception ought to be granted on that respect.

There's a couple of points that I think you'll probably hear, and I just want to touch base on them briefly. One argument you're going to hear, because it was raised, is the vagueness exception doesn't apply because the Plaintiffs are going to use discovery to try and find out what my client did and why it should be sued. Well, that's exactly the opposite of the purpose of 891. You're supposed to tell people why you sued them, and then you can

frame your discovery based on reasonable factual allegations of what was done.

And, furthermore, Plaintiffs are supposed to know the reason why he's sued a defendant before he files a lawsuit, not file a lawsuit and then try to find a way to make the case. I mean, a defendant should never be required to have to go through discovery because a plaintiff doesn't know why he sued them in the first place. That's just not right, and that's not consistent with the law, Your Honor, so we don't think that argument makes sense.

And the second argument, as you've heard previously, is that somehow the Plaintiffs are allowed to get around the vagueness problem by alleging all these 11 Defendants are solidarily liable. But if you look at the allegations, Your Honor, you got wells that date from the 50's to recently. You got 11 Defendants. There's no allegation that says that any of these Defendants have any particular relationship or engaged in any kind of joint operation or did anything that somehow makes them solidarily liable.

So I'd respectfully submit that what's being argued to you is that the Plaintiff is attempting to use a legal argument of solidarity to circumvent the requirement that they provide the legitimate factual basis that supports a solidarity claim,

solidarity liability claim.

So, Your Honor, we submit that based upon the allegations in the Petition, the claims against my client are certainly vague and ambiguous, and the exceptions should be maintained, and the claim should either be dismissed, or, alternatively, the Plaintiffs should be required to state specifically the who, what, where, when and why the allegations against my client that resulted in this lawsuit being filed against him.

THE COURT:

Thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. JARRETT:

Good morning, Your Honor, my name is Keith Jarrett. I represent Shell Oil Company.

THE COURT:

Good morning.

MR. JARRETT:

May I proceed?

THE COURT:

You may.

MR. JARRETT:

Your Honor, I appreciate counsel for Chevron going first. She carried the heavy water to explain what this lawsuit's about, and counsel for Exxon explained the situation, particularly, its client. I'm

going to talk about Shell and what's alleged against Shell.

I think we all know that Article 891 governs this exception, and 891 requires a specific pleading of material facts, but what's material? Well, the Code of Civil Procedure tells us what's material. In Article 860 the Code says, "For the purpose of testing the sufficiency of a pleading, allegations of time and place are material," and that's precisely what's missing from this Petition.

For Shell, like Exxon, we're mentioned in the title, and we're mentioned in the name of parties being sued. But other than that, you won't find our name anywhere. You'll find it in Exhibit B, the exhibit that lists the wells, and they list five wells for Shell. You won't find Shell listed in Exhibit C, which lists the permits.

I know that's the subject of a separate exception, here, today, Your Honor, on whether a no cause of action for Shell because there are no permits listed with Shell's name on it, and there's a reason for that. The reason Shell's not listed is because Shell didn't have any permits. That permitting procedure only became effective in 1980. The five wells that Shell are sued on, Your Honor, were drilled in 1940, before anyone in this courtroom

was born, and in the 1950's.

This is a blowup, Your Honor, if I may approach? I have -- Shell filed -- may I, Your Honor?

THE COURT:

Counsel, have you seen these documents?

MR. JARRETT:

This is the exhibit they already have.

THE COURT:

You may.

MR. JARRETT:

Your Honor, this is the -- this is the affidavit of a land management deal that was attached as an exhibit to Shell's exception, and what I have flagged is the very map that I'm holding up here, and the reason that map is significant, Your Honor, if I may, you will see that the Plaintiffs' property, here, south -- south of Lafitte, just west of Myrtle Grove, involves two oil and gas deals, but Shell's wells are not on the property. Indeed, Shell's wells, four of the five, are over three miles away from their property. This well that they've brought suit over was drilled in 1940. These other wells, all five of them, were drilled in the 50's.

When you test the sufficiency of a petition, it's not a one size fits all analysis. Consider this, Your Honor, suppose a homeowner was suing a plumber for bad work. If the plumber did the work

the week before, what might suffice for the material facts in a petition would be one thing, but if the work was done 50 years ago some more precision would need to be included in the petition to alert the plumber why he was being sued. But if you're like Shell, and you did the plumbing work three blocks away, I submit that the allegations need to be much more precise.

These lawsuits, these legacy-type lawsuits that the Court's heard about, I'm sure they're very expensive. They're very time consuming. They're very labor intensive. Shell doesn't want to be in the case at all and certainly doesn't want to be in the case when the allegations are so imprecise as to require it to defend a lawsuit that it doesn't even know what it's accused of doing. There's been no allegation of a coastal use permit. Our wells are three miles away. We need more than -- we need more than that.

We would ask that the Petition be amended, if they can, or dismissed.

And, Your Honor, with that, I'd like to offer that exhibit to be filed in the record. I believe it's been submitted. There's been no objection made.

MR. PALERMO:

No objection.

THE COURT:

Very well. So ordered.

MR. JARRETT:

Thank you, Your Honor, and that's all for Shell.

THE COURT:

Great, thank you.

We can mark it Shell No.1.

MR. McNEAL:

Your Honor, likewise, just as cleanup, I'd like to offer the exhibit that was referenced during Exxon Mobil's argument.

MR. PALERMO:

No objection.

THE COURT:

As Exxon No. 1.

MS. SCHELL:

Good morning, Your Honor, I'm Leigh Ann Schell for LL&E.

THE COURT:

Good morning.

MS. SCHELL:

Moving down the line has a benefit of allowing me to be even more brief as I talk about the specific situation related to LL&E in this case.

Your Honor, this case, the Borne matter, has been pending for a couple of years, maybe as many as three, but, yet, in opposition to LL&E's exception of vagueness, all that was offered by the Plaintiffs is this: That LL&E operated nine wells on or near its property, and that LL&E obtained seven coastal use

permits.

Operating wells and obtaining permits is not actionable under Louisiana law as a basis for any tort claim. There are no allegations other than those, whatsoever, contained in either the Petition or even offered all these years later in opposition to the exception of vagueness.

Furthermore, if the Plaintiffs did even a cursory review of the publicly available information on the DNR's website that Ms. White showed the Court earlier, it's not reflected in any of these pleadings because while they allege that LL&E operated nine wells, a quick review will show that three of those wells were never drilled, so it didn't actually operate nine wells at all.

More needs to be done by the Plaintiffs to get past the requirements of the Civil Code, and the Fifth Circuit has already told us that what we have here is just not enough, so I'll conclude by referencing the Roache case, that those before me have referenced, by saying there the court, plain and simply, said allegations against multiple defendants that are broad in scope, without any specificity, that involve a large area of property over many years, are simply not enough to get over the hurdle.

And so, finally, I just wanted to offer

and introduce into evidence the affidavit of Jim Diehl that was submitted with our original exception of vagueness, and it shows that the LL&E drilling is over four miles away on LL&E's own property, far and apart from the Plaintiffs' land.

So with that said, Judge, we'd just like to ask again that the Court grant the exception of vagueness.

THE COURT:

Thank you.

Anyone else?

MS. WHEELER:

Your Honor, Beth Wheeler for Stone Energy Corporation, and, so as not to be redundant, I just would like to adopt the arguments that have been made previously by Chevron, Exxon, Shell and LL&E. There are no particularized allegations against Stone Energy in this Petition. All there are are the en masse global allegations against all Defendants other than listing us in some exhibits that we were associated with wells and permits, but not necessarily what we did wrong with respect to those activities.

And for that reason, we would ask that the exception of vagueness and ambiguity be granted.

THE COURT:

Thank you.

MR. ARCENEAUX:

Since everybody's coming up, Your

Honor, George Arceneaux for Atlantic Richfield and BP America Production Company, and, for the same reasons stated by Ms. Wheeler, I would say the same on behalf of my clients as to whom predecessor -- only five predecessor wells are identified. No specific allegations are set forth, and there are no assertions with respect to coastal use permits.

And with respect to the other arguments, the fact that I may not stand up and echo what everyone else says, Your Honor, I will adopt the arguments made on behalf of other Defendants where appropriate.

Thank you.

THE COURT:

Thank you, Mr. Arceneaux.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company. We would also adopt the arguments of the other Defendants. I don't want to be redundant. They covered everything that we would of said. We align most closely with Chevron in that we were mentioned as having wells and coastal use permits, but, again, there are no specific allegations against Hilcorp as far as which of the wells or which of the coastal use permits are alleged to be the basis of the claims in this lawsuit.

So we would also move that the -- ask

that the Court grant the exception of vagueness, please?

THE COURT:

Thank you, Ms. Meeks.

MS. RANSOM:

Good morning, Your Honor, I'm Kelly Ransom on behalf of BEPCO and BOPCO. Like Shell and Exxon, BEPCO and BOPCO have not been identified as ever having held any coastal use permits. The only place we're identified is in the caption and as a named Defendant.

There are four wells identified in Exhibit B to the Petition, and those wells date back to being drilled in the 1950's. Three were dry holes. Only one produced, and it was plugged and abandoned in 1997, well before coastal use permits were required.

We also adopt the -- BEPCO and BOPCO also adopt the arguments of the other Defendants. I just want to point out to the Court that, like Shell and Exxon, we have no coastal use permits.

THE COURT:

Thank you.

MR. PALERMO:

Good morning, Your Honor, Rock Palermo.

THE COURT:

Good morning, Mr. Palermo.

MR. PALERMO:

Every lawyer that has come up here has

been able to tell you when they were near our property -- our clients' property and what they were doing near our clients' property, on our clients' property. There's no special rules for oil and gas cases in the Code of Civil Procedure. It has the same rules as like the med-mal case that you had earlier, and so you can imagine the typical med-mal pleading where the plaintiff may undergo surgery, has a long list of medical care, a variety of health care providers, and basically says I was under the defendants' care, they provided health care to me, they deviated from the applicable standard of care, it caused me damage, and, for the most part, that pleading would be okay. It listed the time frame of -- or healthcare, it listed, you know, the surgeries that they had, et cetera.

So, you know, in this case, you know, the Plaintiffs are co-owners of three contiguous tracts in Jefferson and Plaquemines Parish and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields. There was 1,340 wells drilled, hundreds of canals dredged. It changed the hydrology. You've been provided Exhibit 2, and a few of the lawyers came up and used this exhibit, and they showed you where their wells were drilled. Well, it doesn't take even a fifth grade science pupil to

see the maze of canals that are dredged that were used by these different oil companies to access these wells. That's just one example.

If you see a straight line on Exhibit 2, that's a human. God doesn't make straight lines. So all these straight lines, those were human interventions in this sensitive wetland, and that's all pled. You know, it's pled, and while it doesn't say Shell did this canal that caused this particular -- contributed to this damage, that's what it says. I mean, Exhibit 2 is a great illustration of a picture's worth a thousand words. And while we have probably more than a thousand words in our Petition, we have, you know, numerous pages. We have the coastal use permits, we have the maps and the tables in Exhibit 3 of our Petition, so we say where you were, when you were there, and what you were doing.

The specificity and scope of each Defendants' individual impact will be dependent on experts, just like it would be in a med-mal case as to whether it was a cut artery, or improper anesthesia, or a combination of all those things. An expert's going to talk about how the impacts -- the oil and gas well perhaps caused subsidence, the canal that was dredged to access it contributed to the

slicing and dicing of the sensitive wetland that is all near our Plaintiffs' property that caused this land loss, and they'll show satellite photographs. These men and women who defend these cases know very well what the case is about and what they will have to defend.

Your Honor is not the first Judge that has had this exception of vagueness, so in Exhibit A we listed the judgments of other district courts that denied vagueness on very similar grounds, if not the same. We have an Exhibit B, the transcript from the *Shirley Britt versus Riceland Petroleum* case, the August 24th (sic) hearing in Jefferson Davis -- Jefferson Davis Parish. We have Exhibit C, the writ by the Third Circuit in *Robert Reeds versus BP American Production*.

So this is not the first rodeo in these cases. They're all similar. Coastal land loss -- it's a coastal land loss case that gives -- you know, these permits and these oil and gas well files that you have here, I suspect if we didn't have that evidence we may have heard today that the Plaintiffs can offer no proof or evidence that they were even there. So these documents are here, and you heard counsel saying that, you know, there's communications with the clients or the landowner about certain things that they -- you know, the canal is

okay, or whatever it said. You know, that's summary judgment evidence, and a lot of the argument you heard today, you know, may be good summary judgment argument, but it's not a good argument for an exception of vagueness.

We're governed by Article 891 which only requires, as you know, that the Petition contain a short, clear, and concise statement of all cause of action arising out of and the material facts of the transaction or occurrence be the subject part of the litigation. Justice Tate, it's kind of hornbook law, said that the defendant is not entitled through the exception of vagueness to require exactitude and detail of pleading beyond those necessary to give notice of the nature of the Plaintiffs' claims. That's what discovery is for in the med-mal case, in the other multi-defendant case.

We've pled and these lawyers and the Defendants know exactly what this case is about and what they will need to defend, what experts will be required, and what our cause of action are because we pled those.

I'll go through some of the specifics in our first supplementing Petition. In pages 11, 12 and 13, we talk about the drilling, the dredging, the restoration obligation, and the -- the Coastal Management Act requires restoration.

719(M) requires that land be revegetated, detoxified, and otherwise restored to their original condition. So those allegations, those cause of action are pled.

The Code of Civil Procedure does not, as I said, does not have a special rule for these coastal land loss cases or for oil and gas cases that say you got to show this defendant did exactly this activity, whether it was dredging or whether it was drilling an oil and gas well, that caused subsidence that then caused this particular land to lose, you know, its integrity, and then cause my land to suffer due to potential for land loss, subsidence, and those things.

So that's not a requirement, and they do this in every case. I mean, this is nothing new, and you may have had this before in a legacy case, and the cases proceed, and they go to trial, and there's summary judgments perhaps where a plaintiff is unable to prove, and that's what the summary judgment's for. But it's not appropriate at this stage, especially given what we pled, to sustain an exception of vagueness.

I'll be happy to answer Your Honor's question on any particular area, but it's important that, you know, we have the Jefferson Parish Petition, and there's no -- there's no rule prohibiting us from

adopting it and putting it in our Petition. They may not like it, but it's certainly appropriate, and we did it.

No one has come to us and said that they have complied with their ongoing obligations, and -- 'cause that's a -- that's a requirement. Now, they say that we just have the permits, but there's an ongoing obligation with those permits. They may tell you they didn't have a permit. Well, you know, that may be an issue or it may be before permits were required, but there's still a reasonableness that is required.

And there may be other documents -- their own documents that say, look, we know when we put in this canal it's going to cause wetland loss, but, you know, we're here to look for oil and gas, that's what we have to do. So those kind of documents are in -- we can obtain during discovery.

The Petition on the four corners is appropriate, and, again, I'll be happy to answer Your Honor's questions.

THE COURT:

Thank you, Mr. Palermo.

Any response from any Defense counsel?

MS. WHITE:

I'll be very brief, Your Honor.

THE COURT:

Okay.

MS. WHITE:

I believe Mr. Palermo stated my argument for me when he said there's no special rules applicable to oil and gas cases. Just like it's not appropriate to plead in any case, it's not appropriate in an oil and gas case to simply plead *you did* oil and gas work somewhere within a 200 square mile radius over the past several decades or more. And that simply doesn't meet Article 891 of the Code of Civil Procedure, and you heard very clearly that there will be an attempt to shift the burden to the Defendants to disprove it. You heard Mr. Palermo say *no one's come to us and said that they complied with all of their permits*. That is not the way that the system is supposed to work.

We are entitled to know what are the permits we're accused of violating, what are the conditions of that permit, and simply holding up a map and showing that oil and gas work was done on one of two fields over the past half century does not state an allegation, state a claim even, for negligence, nuisance, breach of contract, strict liability, public and private nuisance against 11 Defendants under these circumstances or any other. Just like it wouldn't be appropriate to sue Your Honor and claim that you violate red lights, and the evidence of that is you drive cars, it is not appropriate in this

case to sue 11 Defendants claiming simply that the evidence supporting -- showing the factual basis of this claim is that they did work in this area.

And we would ask, again, Your Honor, to grant the exception of vagueness.

Thank you, Your Honor.

MR. PALERMO:

Your Honor, before I forget, while somebody else is coming up, we offer, file and introduce the exhibits attached to our opposition to their exception.

THE COURT:

Any objections?

(Defense Counsel Respond Negatively)

Thank you. Thank you. They're admitted for the purpose of the hearing.

MR. JARRETT:

Your Honor, Keith Jarrett for Shell.

THE COURT:

Yes.

MR. JARRETT:

A quick point, Mr. Palermo pointed out that other courts have considered vagueness exceptions, and they cite some that go their way, and we cite some that go our way, and the point is it depends, and it -- whether the Petition suffices depends. It depends on what's being alleged.

You cannot in this case -- the allegations for someone who's been gone from -- not even on the property, from off

the property, like Shell, 60 years, I don't have anybody in the company who was around when those wells were drilled. I'm entitled to know -- my client's entitled to know what they did wrong, allegedly, so we can try to figure out how to defend it, and it's not sufficient. We're not a one size fits all package. In this situation, more is required.

THE COURT:

Mr. McNeal?

MR. McNEAL:

Yes, Your Honor, very briefly.

Your Honor, an analogy was made to you about a med-mal case, but the med-mal case that you would have before you is that the Plaintiff here has sued all the doctors at Ochsner, and, in my clients' case, the doctors at West Jeff because, you see, nothing has been addressed to Your Honor about how activities that occurred 50 years ago, that were done with wells, that have nothing to do with the permits that are at issue in this case, are somehow related to the damage.

And, Your Honor, I also dispute the fact that the lawyers in this case, and what they may know, which, frankly, I will tell you, I don't know what they're alleging, I don't, that somehow that knowledge of some lawyer can somehow transcend the obligation to plead your case

properly when you file your petition, and, ultimately, Your Honor, it's the Petition, itself, that determines whether the vagueness exception is valid or not. And the idea that you can somehow discovery yourself into an allegation, we would submit to the Court is just contrary to the Code of Civil Procedure.

Thank you.

THE COURT:

Anyone else?

MR. PALERMO:

Your Honor, briefly, just to address Mr. McNeal and Mr. Jarrett's issue, if I may?

THE COURT:

You may, although it's their exception. They'll get to talk last.

MR. PALERMO:

As far as alleging things that were before the permit, as Mr. Jarrett suggested, in our Petition we list failure to follow the standard of care under the regulatory structure; two, failure to follow the expressed or implied obligations under the coastal use permit -- coastal use permits. He says that doesn't apply to him because he was before the permit. Three, failure to use reasonably prudent operational techniques. That applies to everybody. Four, failure to prevent --

THE COURT:

But they're saying is by doing what?

MR. PALERMO:

Back to the doctor, you know, it may be an expert that decides he failed to clamp an artery in that -- under an appropriate standard of care. At the petition stage, that's not required. We say what their operations were. They drilled, they dredged, they operated, and that causes coastal land loss either by subsidence, other theories.

So we know what -- we suggest what they caused, and we list what acts of negligence or violations that contributed to it. That's all we have to do at this stage. There's not a -- there's not a special rule to say you got to say that they failed to clamp the artery at the proper place at the appropriate time. It's not required. So it's easy to say that and suggest that we should know that, but it's not required under the Code of Civil Procedure.

I'll stop.

THE COURT:

Mr. McNeal, Mr. Jarrett, any response?

MR. JARRETT:

Nothing from Shell, Your Honor.

MR. McNEAL:

No, Your Honor.

THE COURT:

All right, thank you.

Certainly, this is a complicated matter with a number of allegations made against a number of Defendants. The Court does believe that Article 891 does require more specificity with regard to the particular Defendants, and the Court does grant the Motion.

The Court would allow Plaintiffs time to amend because of the number of Defendants involved and the complications. How much time you think you would need?

MR. PALERMO:

Your Honor, 60 days.

THE COURT:

I'll give you 90 days.

MR. PALERMO:

And during that 90 days, are we able to conduct discovery on that -- those issues?

THE COURT:

That's not the purpose of the Court granting you the 90 days.

MR. PALERMO:

Understood. We're just not -- we're not prohibited in conducting discovery, I would suspect?

THE COURT:

Let me hear from Defense counsel. I'm hearing -- they're all shaking their heads, yeah, you're prohibited.

MR. JARRETT:

Your Honor, Keith Jarrett with Shell. I think the point was made through other

counsel that the Court, the Supreme Court and others, have specifically said you don't use discovery to cure deficiencies in the Petition.

THE COURT:

You're correct on that point.

You need to do whatever investigation you can do on your own to amend your Petition and correct the situation which the Court believes exists.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

All right. And who's going to prepare the judgment on behalf of the 11 Defendants?

MR. McNEAL:

I will, Your Honor.

THE COURT:

All right, thank you.

MR. PHILLIPS:

Your Honor, Mike Phillips for Chevron. There were other exceptions set today, but, given your ruling, those shall be deferred?

THE COURT:

Yeah, I think that would be appropriate. We don't know what that amended and supplemental petition would look like. It may or may not cure some of the issues which counsel have with the pleadings.

MR. PHILLIPS:

Thank you, Your Honor.

THE COURT:

Is everybody onboard with that?

(Counsel respond affirmatively)

Okay, real good.

MR. McNEAL:

Your Honor, just one other issue. Could I offer into evidence the exhibits that were attached to our Memorandum in Support of the --

MR. PALERMO:

No objection.

THE COURT:

Certainly, certainly, for the purpose of this hearing, and let's talk about what they are. The clerk needs to know for the record which particular exhibits you're offering.

MR. McNEAL:

Your Honor, the first is the -- is Exhibit 1, Petition for Damages to the Jefferson Parish Coastal Zone, which was filed in Docket No. 732-769.

THE COURT:

All right. We already had marked Exxon Exhibit 1, which was a map.

MR. McNEAL:

All right. We could mark that as Exhibit 2.

THE COURT:

Okay.

MR. McNEAL:

These are just -- these are as attached to the Memorandum.

THE COURT:

Okay, great.

MR. McNEAL:

Would it be better if we -- if --

THE COURT:

We'll mark the map with a different number when we get to it.

MR. McNEAL:

Okay. Your Honor, there's a reply memorandum of plaintiffs in the Parish of Jefferson versus Chevron USA Holdings in Civil Action No. 2:136738 from the United States Court for the Eastern District of Louisiana.

Exhibit 3 is the affidavit of James Diehl, D-I-E-H-L, and attached exhibits. And, Your Honor, that will include the exhibit which I used during argument.

THE COURT:

The map?

MR. McNEAL:

Yes, Your Honor.

THE COURT:

All right, the map will be a part of Exxon Exhibit 3.

MR. McNEAL:

And it also includes the various well records relating to the age of the wells that were alleged in the Petition.

The next exhibit, 4, are reasons for

judgment in Alford, A-L-F-O-R-D, versus Chevron in Case No. 60-483, from the 25th Judicial District Court.

And then, Your Honor, there's a transcript from Conner versus Adams Resources from February 26th, 2014, from the 31st Judicial District Court.

That's it, Your Honor.

THE COURT:

All right, thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

Thank you, Counsel.

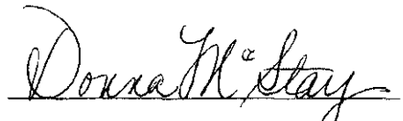
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REPORTER'S PAGE

I, DONNA McSTAY, Certified Court Reporter in and for the State of Louisiana, the officer, as defined in Rule 28 of the Federal Rules of Civil Procedure and/or Article 1434(B) of the Louisiana Code of Civil Procedure, before whom this proceeding was taken, do hereby state on the Record:

That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceeding, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript;

That any words and/or names which could to be verified through reference material have been denoted with the phrase "(spelled phonetically)."



DONNA McSTAY, CCR, CDR, OCR

REPORTER'S CERTIFICATE

I, DONNA McSTAY, CCR, CDR, OCR, Certified Court Reporter, Certified Digital Reporter, Official Court Reporter, in and for the State of Louisiana, employed as an official court reporter for the Twenty-Fourth Judicial District Court, Parish of Jefferson, State of Louisiana, as the officer before whom the above proceedings were taken, do hereby certify that the above and foregoing was reported by me in the digital reporting method, was prepared and transcribed by me or under my direction and supervision, and is a true and correct transcript to the best of my ability and understanding, that the transcript has been prepared in compliance with the transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana, and that I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

Signed this 16th day of February, 2017.

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

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Carol Lee K. Hotard, DY CLERK
JEFFERSON PARISH, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION: M**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____

DEPUTY CLERK

ORDER

The Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by defendants, Chevron U.S.A. Holdings Inc., Stone Energy Corporation, Hilcorp Energy Company, Chevron U.S.A. Inc., The Louisiana Land and Exploration Company L.L.C., Atlantic Richfield Company, ExxonMobil Corporation, Shell Oil Company, BP America Production Company, BEPCO L.P. and BOPCO, L.P. came before the Court for hearing on December 7, 2016:

Appearing for

Plaintiffs, J. Rock Palermo IIII and Emma Elizabeth Antin Daschbach;

Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc., Alexandra White and Michael Phillips;

Stone Energy Corporation, Elizabeth Wheeler;

Hilcorp Energy Company, Kelsey Meeks;

The Louisiana Land & Exploration Company, Leigh Ann Schell

Atlantic Richfield Company and BP America Production Company, George Arceneaux

Shell Oil Company, R. Keith Jarrett

ExxonMobil Corporation, Robert McNeal and Martin Stern

BEPCO L.P. and BOPCO L.P., Kelly Ransom

FILED
AUG 23 2018
DY.CLERK

Upon consideration of the exceptions, memoranda in support and opposition, evidence presented and arguments of counsel, the Court, for reasons orally assigned, ruled as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by all defendants are GRANTED, and Plaintiffs are ordered to amend their petition within ninety (90) days of the date of this Order to more particularly plead the material facts

EXHIBIT B-3

which are the basis for their claims against each individual defendant, including as required by Louisiana Code of Civil Procedure article 860. Failure to amend accordingly may result in dismissal of this action, without prejudice.

No other exceptions were considered at the December 7, 2016 hearing.

Signed in Chambers, in Gretna, Louisiana, this 19th day of January, 2017.

S/ HENRY G SULLIVAN, JR.

Honorable Henry G. Sullivan, Jr.
Judge, 24th Judicial District Court

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE
Yolanda Guarella
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION "M"**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____

DEPUTY CLERK

SECOND SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this Second Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

FILED
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DY. CLERK

EXHIBIT
B-4

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own an undivided 63.66% interest in all of the following property located in Jefferson Parish within the Lafitte Oil and Gas Field and containing approximately 2,345 acres:

A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:

- Those portions of Sec. 11, lying south of Sec.37;
- Lots 1, 2, and 3 of Sec. 12;
- Lots 2, 3, 4 and 5 and the West half of Sec. 13;
- All of Sec. 14, south of Sec. 37;
- All of Sec. 23;
- All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

> "To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor,

should go due West 2 miles from this iron pipe and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, corner of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast corner of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Ernest Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

13.

The Plaintiffs appear in this matter as:

1. Lessors, assigns, successors-in-interest, and/or third party beneficiaries to certain oil, gas and mineral leases between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendants (and Defendants' predecessors-in-interest); and
2. Landowners, assignees, and successors-in-interest of real property damaged by the oil and gas activities conducted or controlled by the Defendants (and Defendants' predecessors-in-interest) pursuant to mineral leases and amendments.

14.

The following parties are made Defendants:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco Exploration and Production Inc.**, **Texaco Inc.**, and **The Texas Company**; and

b. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield**, **Argo Oil Corporation**, **Sinclair Oil Corporation**, and **Sinclair Oil & Gas Company**.

15.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained, in Jefferson Parish.

16.

Defendants conducted, directed and participated in various oil and gas exploration and production activities as operators and/or working interest owners and/or joint venturers on and near Plaintiffs' property in the Lafitte Oil and Gas Field. Defendants' activities included the dredging and/or alteration of canals and oversight, operation, or construction of various oil and gas facilities, including but not limited to pits, pumps, platforms, pipelines, flowlines, tanks, tank batteries, wells, wellheads, and measuring and disposal facilities. Defendants' dredging and alteration of canals and disposal of produced water into canals and leaking pits have drastically altered the hydrology of the area on and surrounding Plaintiffs' property thereby causing saltwater

intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' property.

17.

A study performed by CH2M Hill in October 2006 for the Louisiana Department of Natural Resources, showed that between 1932 and 1990, more than 40% of the land converted to open water in the hydrologic sub-basin in which Plaintiffs' property is situated, and oil and gas exploration and production operations were determined to be the cause of more than 95% of that loss. Plaintiffs' property has suffered land loss as a direct result of the acts and omissions of Chevron and Atlantic Richfield.

18.

Chevron operated on and adjacent to Plaintiffs' property beginning in the 1930s and continued through the 1990s. Chevron's operations included dredging and altering canals and operating 46 wells on and adjacent to Plaintiffs' property. Chevron's predecessors Texaco Inc. and Texaco Exploration and Production Inc. ("TEPI") each operated the following 31 wells, by serial number:

22629	50487	113131	139220	190658
24015	54269	113751	141061	209714
24288	63454	115167	142264	216402
31801	69396	132568	150027	
39524	79467	136171	153152	
45381	82444	136477	154133	
48919	100285	137970	173734	

19.

TEPI also operated the following seven wells, by serial number:

217600	217683	217810	218945
217666	217744	218456	

20.

On September 2, 1991, Texaco Inc. entered into multiple leases ("1991 Texaco Leases") with Plaintiffs covering 975 acres of Plaintiffs' property. The 1991 Texaco Leases are recorded under entries 9149358, 9149368, and 9149369 of the Conveyance Records of Jefferson Parish. Texaco Inc. had previously entered into a lease with Plaintiffs that covered this same acreage and

had operated wells and conducted oil and gas operations on this acreage from 1947 through 1986. Prior to 1986, Texaco operated the following eight wells, by serial number, on the same lease acreage set forth in the 1991 Texaco Leases:

47549	129668	37407	82807
120171	27441	38905	55565

In 1994, Texaco Inc. assigned the 1991 Texaco Leases to TEPI.

21.

Atlantic Richfield operated on Plaintiffs' property beginning in 1960 pursuant to three leases ("Atlantic Richfield Leases") that were later assigned to Sinclair Oil and Gas Company in 1967:

1. May 28, 1960 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 181264 of the Conveyance Records of Jefferson Parish.

2. January 22, 1962 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 223624 of the Conveyance Records of Jefferson Parish.

3. March 20, 1962 from John A. Rojas to W. W. Bolding, recorded in Mineral Book 22, Folio 433, of the Conveyance Records of Jefferson Parish.

Atlantic Richfield's operations under the Atlantic Richfield Leases included dredging and altering canals and operating four oil wells beginning in 1960 until July 1988. Atlantic Richfield operated wells, by serial number:

81404	88020	89789	92180

22.

To operate its wells and production facilities, Chevron dredged and used a network of canals on and near Plaintiffs' property, which canals Chevron used to access, construct, and maintain pipelines and related production and exploration facilities.

23.

Atlantic Richfield, in turn, dredged and used a series of canals on Plaintiffs' property, which canals Atlantic Richfield used to access, construct, and maintain pipelines and related production and exploration facilities.

24.

These canals intersect pre-existing natural channels and water bodies, chopping the once thriving and cohesive coastal ecosystem of Plaintiffs' property and neighboring properties into countless smaller, decaying patches.

25.

These canals altered hydrology associated with oil and gas activities and, as such, have been ranked among the primary causes of coastal land loss by the United States Geological Survey. Numerous studies conducted and funded by trade organizations of which both Chevron and Atlantic Richfield are members have concluded that unmaintained canals will result precisely in the loss of land.

26.

These canals and other oil and gas exploration and production activities by both Chevron and Atlantic Richfield cause this land loss when they introduced seawater and other contaminants not native to the coastal land ecosystem into the soil strata of the coastal lands.

27.

In particular, these canals, the introduction of contamination toxic to freshwater marsh, and the associated altered hydrology have been identified as directly contributing to land loss by causing:

- Vegetation die-off;
- Sedimentation inhibition;
- Erosion; and
- Submergence.

28.

Chevron and Atlantic Richfield have both failed to comply with the regulatory and statutory requirements regarding the canals they dredged or own and maintain, which failures continue to transform what was once a stable ecosystem on and near Plaintiffs' property into an

extensive—and expanding—network of large and deep canals that continues to widen and contribute to land loss on Plaintiffs' property.

29.

These non-compliant canals have enabled unnatural and excessive amounts of saltwater intrusion and comprise a highly effective system of coastal landscape degradation, the product of which is an ecosystem so seriously diseased that its complete demise is inevitable if no action is taken.

30.

Both Chevron and Atlantic Richfield also exacerbated direct land loss by failing to maintain the canals and the banks of the canals that they each dredged, have used, or otherwise have overseen. Those acts and omissions, which continue through today, have caused both the erosion of the canal banks and the expansion beyond their originally permitted widths and depths of the canals comprising that network, resulting in the steady infiltration of saltwater into these areas. The consequent ecological degradation of these areas has produced weakened coastal lands and extensive land loss on and near Plaintiffs' property.

31.

Additional oil and gas activities by Chevron and Atlantic Richfield contributing to land loss on and near Plaintiffs' property, include decades of discharge of highly toxic produced water and oil field waste into the canals, freshwater marshes, and bayous on and around Plaintiffs' property, thereby damaging the marsh. In 1986, more than 13 million barrels of produced water was discharged into surface waters at the Lafitte Oil and Gas Field, and Chevron was by far the predominant operator.

32.

These additional oil and gas activities drastically alter the natural hydrological patterns and processes, directly causing the destruction of the coastal landscape.

33.

Further, Chevron's and Atlantic Richfield's oil and gas exploration and production activities have resulted in the contamination of environmental media with oilfield wastes,

including salts, petroleum hydrocarbons, heavy metals, and radioactive material, which further destroys marsh and prevents regrowth.

34.

Chevron and Atlantic Richfield have dredged, used, and bear responsibility for the canals described herein and have engaged in uses of the coastal zone in a manner that does not comply with the standard of care as delineated by their coastal use permits, Louisiana's coastal zone regulations, other sources of Louisiana legal obligations, and other markers of that standard, resulting in damages to Plaintiffs.

35.

Plaintiffs did not have actual or constructive knowledge of the damages caused by Defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

36.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

37.

Both Chevron and Atlantic Richfield knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Chevron and Atlantic Richfield had a duty to protect the Plaintiffs and Plaintiffs' property from these effects. Defendants knew or should have known that altering the hydrology of the area would cause damage to Plaintiffs' property. Defendants had a duty to act with reasonable care to prevent causing damage to Plaintiffs' property. There is an ease of association between Defendants' oil and gas operations conducted on or adjacent to Plaintiffs' property and the physical damage to Plaintiffs' property. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

38.

The acts and omissions of Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around Plaintiffs' property, in violation of the standard of care of reasonably prudent operations.

39.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, Chevron and Atlantic Richfield are bound to redress the damages to Plaintiffs' property as caused by their respective acts and/or omissions. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

40.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 2: STRICT LIABILITY

41.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

42.

Chevron and Atlantic Richfield are strictly liable for their operations that occurred prior to April 16, 1996. Chevron and Atlantic Richfield have had ownership, care, custody, and garde of the canals, and other oil and gas facilities on and around Plaintiffs' property and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

43.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior lands belonging to Plaintiffs with increasing volume and velocity, and have caused, and will

continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around Plaintiffs' property.

44.

Chevron and Atlantic Richfield had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Chevron and Atlantic Richfield had, and have, a legal relationship to the property, comprising rights and duties.

45.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' property.

46.

Louisiana Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he cannot make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Chevron and Atlantic Richfield are liable to Plaintiffs because their acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' property, and such work has caused damage to Plaintiffs' property.

47.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Chevron and Atlantic Richfield are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived Plaintiffs of enjoyment of their land and caused damages described herein: land loss,

increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

48.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Chevron and Atlantic Richfield are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' property as caused by their network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, shoreline protection, and bank stabilization.

49.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 3: NUISANCE

50.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

51.

The acts and/or omissions Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around Plaintiffs' property, all in violation of the standard of care expected of reasonably prudent oil and gas operators in Louisiana's marsh environments.

52.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

53.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care or to repair Plaintiffs' property.

54.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' property. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

55.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 4: BREACH OF LEASE

56.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

57.

The acts and omissions set forth above constitute a breach of the 1991 Texaco Leases and the Atlantic Richfield Leases by Chevron and Atlantic Richfield respectively.

58.

The acts and omissions of Chevron and Atlantic Richfield constitute a breach of the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators.

59.

Chevron and Atlantic Richfield have breached the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators, specifically the standards of Civil Code articles 2683, 2686, 2687, 2688, and 2692 and Mineral Code article 134:

1. Louisiana Civil Code article 2683 requires the lessee . . . "[t]o use the thing as a prudent administrator and in accordance with the purpose for which it was leased . . . ."

2. Louisiana Civil Code article 2686 provides "[i]f the lessee uses the thing for a purpose other than that for which it was leased or in a manner that may cause damage to the thing, the lessor may obtain injunctive relief, dissolution of the lease, and any damages he may have sustained."

3. Louisiana Civil Code article 2687 states that "[t]he lessee is liable for damage to the thing caused by his fault or that of a person who, with his consent, is on the premises or uses the thing."

4. Louisiana Civil Code article 2688 provides that "The lessee is bound to notify the lessor without delay when the thing has been damaged or requires repair, or when his possession has been disturbed by a third person. The lessor is entitled to damages sustained as a result of the lessee's failure to perform this obligation."

5. Louisiana Civil Code article 2692 provides "[t]he lessee is bound to repair damage to the thing caused by his fault . . . and to repair any deterioration resulting from his . . . use to the extent it exceeds the normal or agreed use of the thing."

6. Louisiana Mineral Code, Revised Statute 31:134, provides that "[if] a mineral lease is violated, any aggrieved party is entitled to any appropriate relief provided by law."

60.

Defendants' acts and omissions constitute a failure to act as prudent administrators of the property. Chevron and Atlantic Richfield have failed to repair the damage to Plaintiffs' property caused by their fault. Defendants' use of the Plaintiffs' property to dispose of oilfield waste is a use of the property for a purpose other than that for which it was leased. Chevron and Atlantic Richfield used Plaintiffs' property in a manner that caused a large percentage of Plaintiffs' property to disappear. Through their acts and omissions, Chevron and Atlantic Richfield have caused damage to the property in excess of the normal and agreed use of the property, and are therefore liable to Plaintiffs for the repair of the damage and deterioration of the property. Defendants' acts and omissions damaged the property in violation of the express and implied lease obligations, subjecting Defendants to provide appropriate relief provided by law. Chevron and Atlantic Richfield failed to notify Plaintiffs that Defendants damaged Plaintiffs' property. Plaintiffs have not released Defendants from either the express or implied obligations under the lease.

61.

The acts and omissions constitute negligent and excessive use the Plaintiffs' property during canal dredging and alteration, along with extraction and production operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, Louisiana Revised Statute 31:122.

62.

Defendants' acts and omissions amount to exercise of their rights to Plaintiffs' property excessively and unreasonably and without reasonable regard to the rights of the Plaintiffs in violation of the doctrine of correlative rights of Louisiana Revised Statute 31:11. Defendants are thus strictly liable for all damages flowing therefrom.

63.

To the extent Chevron or Atlantic Richfield are assignees or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities of the prior lessees under each mineral lease.

64.

To the extent Chevron or Atlantic Richfield are assignors, sublessors, assignees, and/or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities under the mineral lease pursuant to Louisiana Revised Statute 31:128 and 31:129.

65.

Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

66.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

67.

Chevron and Atlantic Richfield are jointly and solidarily liable for the damage to Plaintiffs' property.

68.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

69.

Plaintiffs request a trial by jury on all matters triable by a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Chevron and Atlantic Richfield finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances including the cost to restore Plaintiffs' property to its original condition;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
John T. Arnold (#31601)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
E. Blair Schilling (#35308)
Fishman, Haygood, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have served the above and foregoing Second Supplemental and Amending Petition for Damages on all parties, through their counsel of record, by e-mail, fax, hand delivery, and/or by placing a copy of the same in the United States Mail, postage prepaid and properly addressed, on this the 19th day of April, 2017.

Kevin E. Huddell

Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-996 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, CHEVRON U.S.A. HOLDINGS INC., CHEVRON U.S.A. INC., THE TEXAS COMPANY, APACHE OIL CORPORATION, ATLANTIC RICHFIELD COMPANY, AND LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.

FILED: NOV 8 - 2013 /s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "**CZM Act of 1978**"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "**CZM Laws**").

FILED
AUG 23 2013
DY. CLERK

EXHIBIT
C-1

2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

ROZEL OPERATING COMPANY is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lafayette, Louisiana. Rozel Operating Company's registered agent, Raymond A. Beyt, is located at 700 East University Ave., Lafayette, LA 70503;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named as successor in interest to **Conoco, Inc.**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E & P Inc.** and **Texaco Inc.**;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company**;

THE TEXAS COMPANY is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802;

APACHE OIL CORPORATION is a foreign corporation whose registered agent, C T Corporation System, is located at 350 N. St. Paul St., Ste. 2900, Dallas, TX 75201. Apache Oil Corporation is named as successor in interest to **Apache Corporation**;

ATLANTIC RICHFIELD COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Atlantic Richfield Company is named as successor in interest to **Arco Oil and Gas Company – Division of Atlantic Richfield Company**; and

LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C. is a domestic company, organized under the laws of Louisiana, whose member, Gerald Boelte, is domiciled in Louisiana. LLOG Exploration & Production Company, L.L.C.'s registered agent, Kemberlia K. Ducote, is located at 1001 Ochsner Blvd., Suite 200, Covington, LA 70433. LLOG Exploration & Production Company, L.L.C. is named as successor in interest to **LLOG Exploration Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bayou Gentilly, Delacroix Island, and Lake Petit Oil & Gas Fields in Plaquemines Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:

(a) Privately funded projects which are not uses of state concern.

* * *

(c) Maintenance of uses of local concern.

* * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in

accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local *programs and shall serve as criteria for the granting, conditioning, denying, or modifying of* coastal use permits. One of the goals of the guidelines is the "careful consideration of the

impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.

- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.

- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.

- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.

- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never

obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently

dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the

Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at *LAC 43:I.701(G), which states as follows:*

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

* * *

(8) detrimental changes in existing salinity regimes;

(9) detrimental changes in littoral and sediment transport processes;

* * *

(13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-

lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising

under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards,

9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by

any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-3568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

PLEASE SERVE THE PETITION FOR DAMAGES:

ROZEL OPERATING COMPANY
Through its registered agent for service of process:
Raymond A. Beyt
700 East University Ave.
Lafayette, LA 70503

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

THE TEXAS COMPANY
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ATLANTIC RICHFIELD COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.
Through its registered agent for service of process:
Kemberlia K. Ducote
1001 Ochsner Blvd., Suite 200
Covington, LA 70433

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P. O. Box 6028
San Ramon, CA 94583

APACHE OIL CORPORATION
Through its registered agent for service of process:
C T Corporation System
350 N. St. Paul St., Ste. 2900
Dallas, TX 75201

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 **DIV. "B"**

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

FILED
MAR 2 0 2017
DEPUTY CLERK

FILED: _____

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DEPUTY CLERK

REASONS FOR JUDGMENT

On November 8, 2013, the Parish of Plaquemines (Parish) filed twenty-one separate lawsuits against various oil companies who have in turn filed exceptions of vagueness, among other exceptions; and, the parties agreed to proceed on the exceptions in Case No. 60-986 and Case No. 60-996.[1] The State of Louisiana and the Louisiana Department of Natural Resources (LDNR) have intervened in these suits. The petitions in these suits differ as to the operational areas involved and the particular defendants alleged to be responsible. For the following reasons, the exceptions of vagueness are sustained, and the Parish is ordered to amend its petition to set forth specific, individualized allegations as to each defendant.

The petitions are divided into sections, with the first section identifying the parties and the second section titled "AREAL EXTENT OF COMPLAINED-OF OPERATIONS" which sets forth the operational area involved. The third section, comprised of Paragraphs 4-18, sets forth the jurisdiction and venue and the statutory and regulatory framework on which this litigation is based.

The fourth section contains factual allegations, which are set forth in

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[1]These cases have not been consolidated. Case No. 60-986 involves the Black Bay operational area, and Case No. 60-996 involves the Bayou Gentilly operational area.

EXHIBIT C-2

Paragraphs 19-35, and the petitions refer to the defendants as a group without any differentiation. The Parish also attached various documents to the petitions, which include maps of the operational area and lists of coastal use permits and the oil and gas wells operated by the defendants and their predecessors in interest.

The Parish bases its claims against the various defendants on La. R.S. 49:214.21 *et seq.*, known as the State and Local Coastal Resources Management Act of 1978 (SLCRMA). It alleges that the defendants' oil and gas operations violated SLCRMA and resulted in damage and land loss in the operational areas identified in the various petitions. The Parish prays that it be awarded damages and other appropriate relief for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone; ordering the payment of costs necessary to clear, re-vegetate, detoxify and otherwise restore the coastal zone as near as practicable to its original condition; and require actual restoration of the coastal zone.

The purpose of a dilatory exception of vagueness is to allow a defendant to be placed on notice of the cause of action being asserted and to prevent its re-litigation after judgment. Joseph v. Wasserman, 2016-0528 (La. App. 4 Cir. 12/7/16), 206 So.3d 970, 973; Smart v. Gold, Weems, Bruser, Sues and Rundell, 2006-1414 (La. App. 3 Cir. 4/4/07), 955 So.2d 263, 267. The exception does not permit the defendant to demand exactitude and detail beyond what is necessary for these purposes; and the exception will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to prepare a defense. Id.

The Parish pointed out that its petition was lacking in particulars as to each defendant individually because it lacked information with regard to acts of the

defendants for which they did not obtain permits and that such information would be in the hands of the various defendants. It would be unfair and inequitable to require the Parish to set forth more specific facts when pertinent information is in the possession of the defendants.

The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant. However, the Parish shall be given time to conduct discovery in order to obtain information from the defendants in order that it may make more specific allegations as to each defendant.

The exceptions of prematurity, no right of action and lack of procedural capacity remain under advisement.

Belle Chasse, Louisiana, this 20th day of March, 2017.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 DIV. "B"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

FILED

MAR 20 2017

FILED: _____ _____

DEPUTY CLERK DY. CLERK

JUDGMENT

This matter came before the Court on March 1, 2017 and was taken under advisement on the following matter: Exceptions of Vagueness filed by the defendants.

PRESENT WERE: VICTOR MARCELLO AND BRANDON TAYLOR, ATTORNEYS FOR THE PARISH OF PLAQUEMINES

MEGAN TERRELL AND DONALD PRICE, ATTORNEYS FOR THE STATE OF LOUISIANA AND THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES

MICHAEL PHILLIPS AND MARK PIVACH, ATTORNEYS FOR CHEVRON U.S.A., INC., CHEVRON U.S.A. HOLDINGS, INC., AND THE TEXAS COMPANY

GEORGE ARCENEAUX, ATTORNEY FOR ATLANTIC RICHFIELD CORPORATION

MELISSA THERIOT, ATTORNEY FOR ROZEL OPERATING COMPANY

DOUGLAS LONGMAN, ATTORNEY FOR APACHE OIL CORPORATION AND LLOG EXPLORATION AND PRODUCTION COMPANY, L.L.C.

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DY.CLERK

EXHIBIT

C-3

Upon consideration of the evidence, pleadings, law and argument of counsel,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness are **SUSTAINED** and the remaining exceptions continue to be under advisement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parish of Plaquemines amend its petition within 90 days from the signing of this order to more specifically set forth the factual basis for their claims as to each defendant individually.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parish of Plaquemines is to propound discovery to all defendants regarding their operations within 30 days of the signing of this order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants respond to the discovery requests within 45 days of receipt of the written discovery requests.

JUDGMENT RENDERED AND SIGNED this 20th day of March, 2017 in Belle Chasse, Louisiana.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-483 **DIV. "B"**

CATHERINE P. ALFORD ET AL

VERSUS

CHEVRON U.S.A., INC. ET AL

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JAN 30 2015
DY. CLERK

FILED: _____

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DEPUTY CLERK

REASONS FOR JUDGMENT

Plaintiffs filed suit for damages to property consisting of various tracts located in what is referred to as the "Burrwood Field" where defendants are alleged to have conducted various oil and gas exploration and production activities starting in the 1950's. Plaintiffs attached numerous documents to their original and supplemental and amending petitions which include oil and gas leases, assignments, and operator histories. Defendants filed dilatory exceptions of vagueness/ambiguity, prematurity, and improper cumulation and peremptory exceptions of no cause of action as to various claims.

The defendants are alleged to be operators, working interest owners, and/or mineral or surface lessees or lease assignees who either caused contamination or are otherwise legally responsible for the contamination of plaintiffs' land. Plaintiffs allege that there was improper disposal of oil field wastes, including *NORM, excessive amounts of salt, volatile hydrocarbons,* polynuclear aromatic hydrocarbons (PAH), and toxic heavy metals. Plaintiffs further allege they did not have actual or constructive knowledge of the pollution until less than one year

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DY. CLERK

EXHIBIT D

prior to filing suit because of the fraud and intentional misrepresentation committed by the defendants.

Defendants argue that the petition is vague because plaintiffs have failed to allege many material facts of the transaction or occurrence they allege resulted in damages. Defendants further argue that the following should have been pleaded:

a. Each plaintiff's particular interest in the property

b. When and how plaintiffs acquired their interest

c. Exceptors' interest in the property

d. Any contract between exceptors and plaintiffs

e. Any particular contractual provision breached by exceptors

f. The dates and times on which those activities purportedly occurred

g. The location of the allegedly impacted portions of the property

h. When plaintiffs discovered the alleged pollution

Defendants also contend that the exhibits attached to the petition do not satisfy the requirement that the plaintiffs provide a short, clear and concise statement of the material facts of the transaction or occurrence giving rise to the litigation.

Plaintiffs argue that the petition and attached documents provide more than sufficient information to satisfy the fact pleading requirements of La. C.C.P. art. 891. Plaintiffs are not required to account for the actions of every defendant at every moment while on the property or to account for the date and specific circumstances of every spill or release on the property and that not every act or omission of the defendants can possibly be known at this time nor is that level of detail required in the petition. Plaintiffs further argue that the property at issue is identified by legal description and the claims and legal theories relied upon are set

forth and that the cause of the pollution is identified as are the chemical constituents of the water, drilling muds and NORM. The leases, assignments and other conveyances are identified and the petition includes information regarding the wells operated and to which is attached the well operator history.

La. C.C.P. art. 891 states that a petition "shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that the subject matter of the litigation ...." Louisiana has a system of fact pleading; therefore, it is not necessary for the plaintiff to plead the theory of the case in the petition. Ramey v. DeCaire, 2003-1299 (La. 3/19/04), 869 So.2d 114. A cause of action is defined as the operative facts that give rise to the plaintiff's right to assert judicially the action against the defendant. Id.

The original petition, the two supplemental and amending petitions, and the nearly 500 pages of documents attached thereto are not a short, clear and concise statement of the causes of action being asserted by the plaintiffs herein. La. C.C.P. art. 853 permits the attachment of documents to a petition; but in this case, the sheer volume of the documents attached to the petition make it nearly impossible to discern for the individual defendants to discern the factual basis for the causes of action being asserted against them.

The petition asserts causes of action against the defendants collectively without differentiating the factual basis the allegations against each defendant individually. As a result, the Court is granting the exceptions of vagueness filed by the defendants and is ordering plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. Due to the vagueness of the petition, the Court is deferring ruling on the other exceptions filed by the

defendants until the petition is amended.

Belle Chasse, Louisiana, this 30th day of January, 2015.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Dy. Clerk of Court
Parish of Plaquemines, La.

NOTICE OF JUDGMENT

CATHERINE P ALFORD ET AL

Versus

CHEVRON USA INC ET AL, ET AL

Case: 00060483
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MICHAEL R PHILLIPS
KEAN MILLER LLP
909 POYDRAS ST
SUITE 3600
NEW ORLEANS, LA 70112

DONALD T. CARMOUCHE
TALBOT CARMOUCHE & MARCELLO
17405 PERKINS RD.
BATON ROUGE, LA 70810

RICK SARVER
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST., 24TH FLOOR
NEW ORLEANS, LA 70112

JANE A. JACKSON
KELLY HART & PITRE
400 POYDRAS ST., SUITE 1812
NEW ORLEANS, LA 70130

AMY E. A. LEE
JOHNSON GRAY MCNAMARA
P O BOX 51165
LAFAYETTE, LA 70505

BARRY W. ASHE
STONE PIGMAN WALTER WITTMANN LLC
546 CARONDELET ST.
NEW ORLEANS, LA 70130

Notice is hereby given that on January 30, 2015 in the above-entitled and numbered cause, REASONS FOR JUDGMENT was read, rendered and signed in above matter; a true and certified copy of said judgment is attached hereto.

IN TESTIMONY WHEREOF, witness my hand and official seal of office in Belle Chasse, Louisiana, on this Friday, January 30, 2015.

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

[FILED COPY]

27TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. LANDRY

STATE OF LOUISIANA

DOCKET NO. 12-C-5530 DIV. "C"

JACK ANTHONY DEVILLIER, ET AL

VERSUS

CHEVRON U.S.A., INC., ET AL

JUDGMENT SUSTAINING DEFENDANTS' EXCEPTIONS OF VAGUENESS, AND CONTINUING THE HEARING ON ALL OTHER PENDING EXCEPTIONS

The non-evidentiary Exceptions filed by the defendants came on for hearing on the 12th day of August, 2013. Present were:

Patrick Morrow, John Carmouche, Brian Carmouche, Todd Wimberley and Jim Ryan, representing the Plaintiffs;

Paul Lavelle, representing defendant, Great Southern Oil & Gas Co., Inc.;

Valerie Guidry, representing defendant, Leggett Petroleum, LLC;

David McCrory, representing defendant, BHP Billiton Petroleum (Americas) Inc.;

Rachal Chance, representing defendant, Marks Operating, LLC;

Kay Theunissen, representing defendant, Pay Oil, LLC;

Thomas M. McNamara and Ingrid M. Kemp, representing defendant, Anadarko E&P Onshore LLC, as successor in interest to Howell Petroleum Corporation;

James Guglielmo, representing defendant, Vernon E. Faulconer, Inc.;

Carl Duhon, representing defendant, J.P. Van Way Family Limited Partnership;

John A. Jeansonne, Jr., representing defendant, Meason Operating Company;

Daniel C. Hughes, representing defendant, The Pickens Company, Inc.;

Paul Bullington, representing defendants, Liberty Oil and Gas Corporation and Palmer Petroleum, Inc.;

Penny Malbrew, representing defendants, BP America Production Company and Pan American Petroleum Company; and

Pamela R. Mascari, representing defendant, Chevron U.S.A. Inc.

St. Landry Parish Clerk Of Court
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DY. CLERK

EXHIBIT E

Considering the offerings and arguments by counsel, the court being fully informed, and being of the opinion that the Exceptions of Vagueness should be sustained; it is hereby

ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness filed by the Defendants be, and the same hereby are, SUSTAINED; it is further

ORDERED, ADJUDGED AND DECREED that Plaintiffs are required to amend their Petition in the following respects: (1) to identify specifically which defendants did what damage to what specific property or properties; (2) to identify specifically the acts by each defendant which caused the complained-of harm; (3) to specify facts giving rise to the defendants' individual liability, including relevant time period(s) and location(s); (4) to identify any and all relevant contracts, including, without limitation, mineral leases, and to identify the parties to each such contract (*i.e.*, specific plaintiff(s) and/or specific defendant(s)); (5) to provide property descriptions for each tract at issue in the litigation; (6) to identify the ownership or other interest of each plaintiff in each relevant tract(s) at issue in the litigation and to describe the nature of and specific details regarding each plaintiff's ownership or other interest in such tract(s); and (7) to identify which leases or other contracts apply to which defendants. Plaintiffs have twenty-five days from August 12, 2013, to amend their petition; it is further

ORDERED, ADJUDGED AND DECREED that the hearing on all other Exceptions filed by any defendant (apart from the Exceptions of Vagueness) be continued, to be reset at some future date, upon further order by the Court; it is further

ORDERED, ADJUDGED AND DECREED that all costs associated with the hearing on defendants' Exceptions of Vagueness be, and are hereby, assessed against the Plaintiffs.

OPELOUSAS, LOUISIANA, this 23 day of September, 2013.

HONORABLE ALONZO HARRIS
27TH JUDICIAL DISTRICT JUDGE

OPELOUSAS, LOUISIANA 9-23-2013
This is to certify that the above is a true and correct copy of the original on file in the office of the Clerk of Court of St. Landry Parish.
Deputy Clerk of Court

St. Landry Parish Clerk of Court's Office
Filed Sep 23 2013
Dy. Clerk

Submitted by:

Victor L. Gregoire (#22400)
Pamela R. Mascari (#25162)
Claire E. Juneau (#33209)
KEAN MILLER LLP
400 Convention Street, Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

Michael R. Phillips (#21020)
KEAN MILLER LLP
909 Poydras Street, Suite 1400
New Orleans, Louisiana 70112
Telephone: (504) 585-3050
Attorneys for Chevron U.S.A. Inc., as alleged successor-in-interest to Texaco Inc.

RULE 9.5 CERTIFICATE

I certify that I circulated this proposed Judgment/order to counsel for all parties and/or to self-represented parties by e-mail on August 29, 2013 and that:

No opposition was received.

St. Landry Parish Clerk of Court's Office
Filed Sept 23 20 13
Dy. Clerk

31ST JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON DAVIS

STATE OF LOUISIANA

EDWARD D. CONNER, ET AL

VERSUS

ADAMS RESOURCES EXPLORATION CORPORATION, ET AL
Docket Number: C-579-13

February 26, 2014
Honorable J. Byron Hebert, Judge Ad Hoc
Jennings, Louisiana

PROCEEDINGS

APPEARANCES:

FOR THE PLAINTIFFS, EDWARD D. CONNER, ET AL:

MR. DAVID P. BRUCHHAUS
MUDD & BRUCHHAUS, LLC
410 EAST COLLEGE STREET
LAKE CHARLES, LOUISIANA 70605

MR. JAMIE C. GARY
GARY LAW FIRM, LLC
457 LOUISIANA AVENUE
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, BP PRODUCTION COMPANY, TOTAL E&P USA, INC., FOREST OIL CORPORATION, INC., AND ADAMS RESOURCES EXPLORATION CORPORATION:

MR. GEORGE H. ROBINSON, JR.
LISKOW & LEWIS
822 HARDING STREET
POST OFFICE BOX 52008
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REPORTED BY: LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
(TRANSCRIPT PREPARED BY COMPUTER-AIDED TRANSCRIPTION.)

LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
POST OFFICE DRAWER 1389
JENNINGS, LOUISIANA 70546
(337) 824-3506

EXHIBIT F

APPEARANCES: (CONTINUING)

FOR THE DEFENDANTS, GEODYNE NOMINEE CORPORATION AND GEODYNE RESOURCES, INC.:

MR. ADAM V. ZUCKERMAN
BAKER DONELSON BEARMAN
CALDWELL & BERKOWITZ, PC
201 ST. CHARLES AVENUE, SUITE 3600
NEW ORLEANS, LOUISIANA 70170

FOR THE DEFENDANT, HONEYWELL INTERNATIONAL, INC.:

MS. CLAIRE E. JUNEAU
KEAN MILLER, LLP
II CITY PLAZA
400 CONVENTION STREET, SUITE 700
POST OFFICE BOX 3513
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, LARIO OIL & GAS COMPANY AND BHP BILLITON PETROLEUM (AMERICAS), INC.:

MR. DEMARCUS J. GORDON
MS. JANE A. JACKSON
GORDON, ARATA, MCCOLLAM,
DUPLANTIS & EAGAN, LLC
201 ST. CHARLES AVENUE, 40TH FLOOR
NEW ORLEANS, LOUISIANA 70170-4000

FOR THE DEFENDANTS, JOMAC PROPERTIES, A LIMITED PARTNERSHIP, PEVEHOUSE, INC.:

MR. EDWARD C. ABELL, JR.
ONEBANE LAW FIRM
1200 CAMELLIA BLVD., SUITE 300
POST OFFICE DRAWER 3507
LAFAYETTE, LOUISIANA 70502-3507

FOR THE DEFENDANT, ENCANA OIL & GAS (USA), INC.:

MR. WILLIAM G. DAVIS
MCGLINCHEY STAFFORD
14TH FLOOR, 301 MAIN STREET
BATON ROUGE, LOUISIANA 70801

FOR THE DEFENDANT, ELAND ENERGY, INC.:

MR. ROBIN D. MCGUIRE
TWO GALLERIA TOWER
13455 NOEL ROAD, SUITE 2000
DALLAS, TEXAS 75240

FOR THE DEFENDANT, NEWFIELD EXPLORATION GULF COAST, LLC:

MR. JED M. MESTAYER
NEUNER PATE
ONE PETROLEUM CENTER
1001 WEST PINHOOK ROAD, SUITE 200
LAFAYETTE, LOUISIANA 70503

APPEARANCES: (CONTINUING)

FOR THE DEFENDANTS, CONOCOPHILLIPS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, LLC:

MR. ERIC E. JARRELL
KING, KREBS & JURGENS, PLLC
201 ST. CHARLES AVENUE, 45TH FLOOR
NEW ORLEANS, LOUISIANA 70170

FOR THE DEFENDANT, HENRY PRODUCTION COMPANY, INC.:

MS. VALERIE V. GUIDRY
OTTINGER HEBERT, LLC
POST OFFICE DRAWER 52606
1313 WEST PINHOOK ROAD
LAFAYETTE, LOUISIANA 70505-2606

FOR THE DEFENDANT, APACHE OIL CORPORATION:

MR. DOUGLAS C. LONGMAN, JR.
JONES WALKER, LLP
600 JEFFERSON STREET, SUITE 1600
POST OFFICE BOX 3408
LAFAYETTE, LOUISIANA 70802

FOR THE DEFENDANT, CHEVRON USA HOLDINGS, INC.:

MR. ALAN J. BERTEAU
KEAN MILLER, LLP
II CITY PLAZA, SUITE 700
400 CONVENTION STREET
POST OFFICE BOX 3513
BATON ROUGE, LOUISIANA 70821-3513

FOR THE DEFENDANT, REBEL OIL COMPANY:

MR. EVAN J. GODOFSKY
LARZELERE PICOU WELLS
SIMPSON LONERO, LLC
3850 NORTH CAUSEWAY BOULEVARD
SUITE 1100, TWO LAKEWAY CENTER
METAIRIE, LOUISIANA 70002

FOR THE DEFENDANT, LACLEDE GAS COMPANY:

MR. SCOTT H. MASON
PLAUCHE MASELLI PARKERSON, LLP
701 POYDRAS STREET, SUITE 3800
NEW ORLEANS, LOUISIANA 70139

FOR THE DEFENDANTS, XH, LLC, AND HHE (HASSIE HUNT EXPLORATION COMPANY):

MS. APRIL L. ROLEN-OGDEN
LISKOW & LEWIS, APLC
822 HARDING STREET
POST OFFICE BOX 52008
LAFAYETTE, LOUISIANA 70505

OPEN COURT
JENNINGS, LOUISIANA
HONORABLE J. BYRON HEBERT
JUDGE AD HOC PRESIDING
FEBRUARY 26, 2014

P R O C E E D I N G S

(OFF THE RECORD.)

THE COURT:

Okay. Let's -- we can get started by making your appearances, and as you -- as you approach the bench and you -- we would like you to also identify yourself again for the court reporter. But, at this point, let's -- let's see if we can get everyone to announce their appearances.

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs, Edward Conner, et al.

THE COURT:

Okay. And you have co-counsel?

MR. BRUCHHAUS:

Yeah, Jamie Gary. He's with our law firm.

THE COURT:

Okay.

Okay. Let's see. Oh, I guess we can just start on the left side.

MR. ABELL:

Your Honor, I'm Edward Abell with the Onebane Law Firm representing Jomac.

THE COURT:

Jomac, huh?

MR. ABELL:

Jomac, J-o-m-a-c, and --

THE COURT:

And Rebel?

MR. ABELL:

-- and -- no, Rebel -- Your Honor, I will withdraw as Rebel's counsel because there's a duplication here. We have a little confusion. Rebel has two lawyers, and I'm not the one they're going to pay.

THE COURT:

Okay.

Okay.

MR. ABELL:

I also represent Pevehouse in the --

THE COURT:

Pevehouse.

Okay.

MR. ROBINSON:

May it please the Court, Your Honor, George Robinson with Liskow & Lewis out of Lafayette. I'm here for BP Production, Total E&P USA, Forest Oil Corporation, and Adams Resources Corporation.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman of Jones Walker. I represent Apache Corporation.

THE COURT:

You -- you're getting them?

THE COURT REPORTER:

Uh-huh (yes).

THE COURT:

Okay. Thank you.

Okay.

MR. MESTAYER:

Judge, Jed Mestayer for Newfield Exploration Gulf Coast, LLC.

THE COURT:

I'm sorry. What?

MR. MESTAYER:

Jed Mestayer for Newfield Exploration Gulf Coast, LLC.

THE COURT:

What is the -- the -- the defendant -- I mean, the defendant's name again?

MR. MESTAYER:

Newfield --

THE COURT:

Newfield.

MR. MESTAYER:

-- Exploration.

THE COURT:

Okay.

Okay.

MS. GUIDRY:

Your Honor, Valerie Guidry for Henry Production Company.

THE COURT:

Okay.

MS. JUNEAU:

Good afternoon, Your Honor. Claire Juneau for Honeywell International.

THE COURT:

Okay. Thank you.

MR. GORDON:

Good morning or good afternoon, Your Honor.

THE COURT:

Yeah.

MR. GORDON:

Demarcus Gordon at Gordon Arata on behalf of BHP Billiton Petroleum (Americans), Inc., and Lario Oil & Gas Company. I also have Jane Jackson here with me.

THE COURT:

Who?

Oh, Jane.

Okay.

Jane Jackson.

Okay.

MR. MASON:

Your Honor, Scott Mason with Plauche Maselli Parkerson for Laclede Gas Company.

THE COURT:

What is the defendant -- the defendant?

MR. MASON:

It's Laclede, L-a-c-l-e-d-e, Gas Company.

THE COURT:

Okay. That's -- who else?

MR. GODOFSKY:

Evan Godofsky for Rebel Oil Company.

THE COURT:

I'm sorry. What's your name?

MR. GODOFSKY:

Evan Godofsky.

THE COURT:

How do you spell your last name?

MR. GODOFSKY:

G-o-d-o-f-s-k-y.

THE COURT:

Okay. And who do you represent?

MR. GODOFSKY:

Rebel Oil Company.

THE COURT:

Rebel, okay.

Rebel.

Okay.

MR. ZUCKERMAN:

Good afternoon, Your Honor. Adam Zuckerman on behalf of the two Geodyne defendants, Geodyne Nominee Corporation and Geodyne Resources.

THE COURT:

Okay.

Okay.

MR. MCGUIRE:

Your Honor, Robin McGuire on behalf of Eland Energy, Inc.

THE COURT:

Eland. Eland you said, huh?

MR. MCGUIRE:

Eland Energy, yes, sir.

THE COURT:

Okay.

MR. JARRELL:

Eric Jarrell, Judge Hebert, for ConocoPhillips Company and the Louisiana Land and Exploration Company, LLC.

THE COURT:

Okay. Thank you.

MR. DAVIS:

Your Honor, William Davis on behalf of Encana Oil & Gas (USA).

THE COURT:

Thank you.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA Holdings.

THE COURT:

All right. Thank you.

MS. ROLEN-OGDEN:

Good afternoon, Your Honor. April Rolen-Ogden with Liskow & Lewis on behalf of XH and HHE.

THE COURT:

Okay. Did you have a -- a motion?

MS. ROLEN-OGDEN:

No, Your Honor. We're here to observe.

THE COURT:

Oh, okay.

Thank you.

MS. ROLEN-OGDEN:

Thank you.

THE COURT:

Okay.

Okay. Let's see. Anyone else that we haven't gotten to?

(NO VERBAL RESPONSE.)

THE COURT:

We can anticipate a lot of motions and pleadings in this case. Perhaps we could -- let me give you my e-mail address so that you can send things electronically. If -- my e-mail address is b-b-e-a-r -- that's b bear, instead of Hebert, b-b-e-a-r-4-3, and it's at Bellsouth.net. And if you would, I have a law clerk, Neil Savoy, who's present in the courtroom, but his --

his e-mail address is Neil Savoy -- it's n-e-i-l-s-a-v-o-y. It's all one word. Neilsavoy@gmail.com.

I think it would help if you would just e-mail me the documents and -- but -- but then three days before a hearing, I would like a -- a bench book. So we'll just need one copy of everything that's coming up but in the form of a bench book. In a case that I had before, we kind of like -- they took turns doing this. Like the plaintiffs would present the bench book, the -- the next -- the next hearing, and then the defendant -- they'd alternate it between the defendants and the -- the plaintiff as a way of preparing a bench book.

But, in other words, it'd only be one copy necessary of your briefs, but just before, you know, the hearing, like, you know, at least three days before if I could have -- the reason it's three days is I'm presuming that you will have briefs and reply briefs and opposition -- I mean -- let's see, briefs, opposition, and replies. So sometimes it's at the last, you know, few days. So that we have all -- all the written pleadings that we could put into one -- one notebook. If y'all could do that for me, that would be good. If -- but don't -- otherwise, just send in everything by e-mail. That would be fine.

And as far as the bench book, if it could be delivered -- I don't have an office address. It's a home address, but it's 108 North Louisiana, Abbeville, 70510.

Okay. And as far as today, we're just taking up the non-evidentiary motions, our exceptions?

MR. BRUCHHAUS:

That's correct, Your Honor.

THE COURT:

And -- let's see. Yeah, that's by agreement.

And the -- the -- the other motions are -- I understand are continued without date; am I right?

MR. BRUCHHAUS:

That's my understanding, Your Honor.

THE COURT:

Okay. I had -- I did see the -- the -- I was wondering if we could perhaps come to an agreement on the -- on all the except- -- the dil- -- the dilatory exceptions on vagueness and ambiguity. And I guess I'm not sure if it would also include the -- I guess the requirements of 891, too.

The brief -- let's see. I'm trying to remember who -- who attached these briefs as an exhibit. Let me see.

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

Anyway, one of the defendants had the exhibit with -- with Judge McIntyre's judgment in the Thomas case.

MR. ROBINSON:

That was me, Your Honor, George Robinson.

THE COURT:

Okay. Mr. Robinson.

Yeah, I was looking at that and looking at his -- his judgment, which -- which set out a -- a -- a chart, a pleadings by chart to -- did the plaintiffs look at that? This is Thomas --

MR. BRUCHHAUS:

We've seen it before, Your Honor, and -- and

part of the reason that in the brief -- I mean, in the petition now we attach an operator history, a detailed operator history, all of the leases, maps of the property, and the other exhibits is to address those vagueness exceptions that we've seen in the last -- like the one in the Thomas case.

THE COURT:

Does that answer -- the -- that exhibit would answer -- let's see. Which exhibit are you talking about?

MR. BRUCHHAUS:

It's Exhibit A, B, C, and D, Your Honor.

THE COURT:

I haven't gotten to those yet. I don't know. Let me see. I'm not sure how they're filed in the record.

MR. BRUCHHAUS:

They were attached to the back of the petition.

THE COURT:

Well, I have the original petition, but I don't see the exhibits. I wonder if they were put in a different -- would the clerk -- did they put them in a -- did they put them somewhere other than in the record?

(THE COURT AND THE CLERK CONFER BRIEFLY.)

THE CLERK:

This is the latest file (indicating).

THE COURT:

The -- you're talking about the petition -- no, but this is the petition that was filed August 23rd.

MR. BRUCHHAUS:

Yes, sir.

THE COURT.

You -- you had exhibits attached to that?

MR. BRUCHHAUS:

We did.

THE COURT:

I'm not sure how it was done.

MR. BRUCHHAUS:

Judge, --

THE COURT.

I'm not sure what the clerk -- let's see. Let me check it.

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- if you want to check Paragraph 5 of the petition, it details what the exhibits are.

THE COURT:

Okay. Wait just a second. The clerk's looking at it now. Let me see.

THE CLERK:

I don't see them, Judge.

THE COURT:

They're not in the record.

MR. BRUCHHAUS:

Okay.

THE COURT:

The exhibits are not in the record. I don't know.

Do you have them with you or a copy?

MR. BRUCHHAUS:

I have a copy, Your Honor.

THE COURT:

It's a copy?

MR. BRUCHHAUS:

Yeah.

THE COURT:

Let me see.

MR. BRUCHHAUS:

The only thing that's not attached in that copy is all the leases that were filed as well.

THE COURT:

Is what?

MR. BRUCHHAUS:

Is all the leases that we filed.

THE COURT:

Okay.

So the defendants were served with the exhibits, huh, the --

MR. BRUCHHAUS:

I think so, Your Honor.

THE COURT:

Let me see.

MR. ROBINSON:

That's correct, Your Honor.

THE COURT:

Huh?

MR. ROBINSON:

Yeah, we've -- we've -- we've got the exhibits. They were attached to the -- I think -- Mr. Bruchhaus, I think y'all furnished them to us on CD.

MR. BRUCHHAUS:

That's correct.

THE COURT:

Okay.

Okay. Mr. Robinson, you want -- you want to address that --

MR. ROBINSON:

I will, Your Honor.

THE COURT:

-- 'cause it -- this is -- you -- you had -- is there anything else you want to say about this particular issue on the -- besides your brief -- I mean, on -- on --

MR. BRUCHHAUS:

I guess I'll hear what Mr. Robinson has to say, Your Honor, and then I'll -- I'll respond accordingly, if that's okay.

THE COURT:

Okay. So --

MR. ROBINSON:

Your Honor, may it please the Court, George Robinson, Liskow & Lewis, for BP, Total E&P, Forest Oil Corporation, and Adams Resources.

Your Honor, without a doubt, we were served with the exhibits, but -- and I'll fast forward. Those exhibits pretty much gave us everything that Judge McIntyre said in the Thomas case that we had gotten, but we -- we still think that in terms of the exception of vagueness the petition is deficient as follows. We're -- we're entitled -- each defendant is entitled to know the -- the -- the nature of the claims against it and the material facts.

Your Honor, I'm going to -- with the -- in the absence of an easel -- I've shown this (indicating)

to Mr. Bruchhaus. This is one of the exhibits (indicating). It's a list of the operators, the people or companies who actually did the -- the physical work in the field, drilling, producing, closing pits, whatever, and none of my clients appear on that, and I've -- I've looked at the leases.

So our position is, first of all, we didn't act. We didn't -- my four -- I'm -- and I'm speaking for all four of them unless I differentiate. None of them were operators. We never operated, so we really don't know what went on in the field, and, for example, what we did, where we did it, when we did it. We've got those legal descriptions, but we don't know where -- and -- and there's -- and there's some legal descriptions in the leases, but we didn't act.

So what we're trying to find out is the -- the basis upon which -- the factual basis upon which the plaintiffs predicate liability against my four clients. And, I -- I think in terms of acting, Your Honor, the mere fact that they may have had a working interest in the lease is -- is inconsequential insofar as they taking any action. They -- they could be liable under the mineral code for their share if there was a breach of the lease, but we don't know that because there's no -- no specificity.

And in the case that Judge McIntyre -- Your Honor, at Page 21 of the reasons for judgment, he said that the -- the plaintiffs have given a lot of information, property at issue by section, township, and range, and the identity of each -- each well, operational areas at issue. That was the Delhi field. Types and claims, legal theories relied upon, breach of contract,

trespass, nuisance, in this case, punitive damages, causes of the -- of the pollution on plaintiffs' property, pits, pipelines, and spillage, chemical constituents of produced water, drilling mud and norm, the areas damaged, and the types of damages sought.

But then he went on, Your Honor, in sustaining the exception he -- what he required in the amendment was the plaintiffs to amend to designate the specific tracts of land owned by each plaintiff and the ownership percentage, the specific claim each plaintiff is asserting, the defendants against whom each plaintiffs' claim is being asserted, the nature and location of the alleged contamination and the source for each tract of land, nature of the breach of the mineral lease as to each defendant, the defendants and/or other operators who allegedly conducted operations or activities on the land for which the plaintiff alleges it liable in damages.

So he found that while the -- the -- the general information as to the location of the property and the types of claims being made were there in the petition there was no specificity as to the claims sought against each of the defendants.

Your Honor, the -- the well history attached as an exhibit to the petition shows approximately 25 or 26 wells and the operator -- it has the well histories. It lists those same operators on this exhibit, and my clients' names -- the only place my clients' names appears, other than non-operating working interest in a few leases, is in the petition.

So we would ask Your Honor to sustain the exception to the extent the --the plaintiffs be required

to allege with further specificity what my clients did, when they did it, where they did it, and what damages they're seeking from our clients.

Your Honor, that's -- that's all I have unless --

THE COURT:

Yeah.

MR. ROBINSON:

-- there's some questions.

THE COURT:

I think that -- well, I think that that's one of the areas that hasn't been answered by these exhibits that's in the -- the -- the judgment -- the Thomas case judgment that -- that was ordered by Judge McIntyre. He says -- now, he -- he suggested it could be done by a chart, which that would be -- that would satisfy your -- your problem?

MR. ROBINSON:

Well, just -- the -- the chart -- the chart was actually -- I think what happened is a Mr. Coenen, Will Coenen, of the Carmouche Firm, who was lead for the plaintiffs in that one, --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- did an amended petition and attached the chart.

THE COURT:

Uh-huh (yes).

Because I think it's not covered by the exhibits that -- asking for the nature and location of the alleged contamination and the source thereof and for

the defendants who allegedly conducted the operations or the activities on the land.

MR. BRUCHHAUS:

Your Honor, may I address some of those?

THE COURT:

Yeah, uh-huh (yes).

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs.

THE COURT:

All right.

MR. BRUCHHAUS:

Your Honor, this is not our first rodeo in preparing these petitions, and routinely we get hit with these, and over the course of time, we've tried to anticipate these exceptions and have tried to comply with the requests, and -- and including Judge Thomas.

And -- and just to give you an update on what's in this petition, Your Honor, in those exhibits, we have a -- a map detailing the plaintiffs' property, specifically, which one is owned by Mr. -- Edward Conner, which one's owned by Mr. Charles Conner, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and in this particular case, those are the only two plaintiffs. And so the issues that were raised by Judge Thomas are addressed with regards to who the plaintiffs are and what property we're talking to.

THE COURT:

Uh-huh (yes). Right.

MR. BRUCHHAUS:

In addition to that, we've attached an

operator history, and in there, we don't dispute what Mr. Robinson said, his clients are not listed on that list as operators. All of the operators that are on that list were named as plaintiffs in this -- as defendants in this petition, and if the other defendants who filed vagueness exceptions names do not appear, we address that in our petition by saying you're in the lawsuit because you were on the lease chain, okay. So there are leases, and so what we did was we attached all the leases.

And I don't think there's a dispute from Mr. Robinson or the other defendants that their names appear on those leases. All of those leases contain property descriptions, Your Honor. They contain property descriptions that apply to the property now owned by the Conners. So I think we've complied with -- with the requirements of the code.

In addition to that, Your Honor, in those exhibits, all of the wells that are identified and attached to those are survey maps that we got from DNR that we attached showing where the property is. In addition to that, we attached other maps to the -- to the petition that show exactly where the property is and where the wells are located. So I think we've addressed all of those things that would normally be on the chart that was discussed by Judge Thomas.

At the end of the day, Your Honor, we do -- we -- we try our best to include all of the allegations sufficient so that we don't have to come here and address vagueness exceptions, and I think that we've done that in this particular case. If -- if you are a defendant in this case and you were not an operator, it's because your name appeared on the lease, and, Your Honor, I think the

code says and the cases say that items that are in the possession of the defendant are not a reason to sustain a vagueness exception in a -- in a particular case like this, and certainly those defendants would be in possession of those leases. They're in the public records, and not only that, we've attached them to the position -- I mean, to the petition.

So for all of those reasons, I think we've complied with the code and -- and should not have to amend our petition.

THE COURT:

Well, you don't -- do you -- do you allege specifically, though, what -- how the lease is being violated by the defendant?

Let me see.

Do you do that, the nature of the breach of the lease --

MR. BRUCHHAUS:

Judge, we do not --

THE COURT:

-- as to each defendant?

MR. BRUCHHAUS:

No, Your Honor, we don't, not as to each defendant. But what that would require us to do is go through and list every single lease, every defendant that's on it, which we've already attached to the petition, and then all of our general allegations as to why these leases were breached are contained in globo in our -- our --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- 25-page petition and including in our 50 paragraphs that we've included in the petition.

But to answer your question, no, we didn't set out Mr. Robinson's specific client, identify the exact lease in the petition -- we attached it to -- as -- as copies -- and say this is why you breached the lease, but contained in the petition, it certainly details why we believe all the defendants breached all of the leases.

THE COURT:

And you didn't specifically identify -- along those lines, you didn't specifically identify what defendants -- what activities on -- that each defendant did.

No, you -- you -- you have a general allegation that this applies to all the defendants. That's what you say at the beginning of your petition, that all the allegations apply to all of the defendants. You don't have any specific allegations --

MR. BRUCHHAUS:

Your -- Your Honor, --

THE COURT:

-- against --

MR. BRUCHHAUS:

-- the plaintiffs certainly will concede that if you're -- if you're not on that operator list, and you never went to the property, and you never did anything, you know, we're not alleging that you did unless we find in discovery some documents that show that you did more than just were on the lease chain. I mean, we'll -- we will concede that.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

But -- but being on the lease chain generates rights and responsibilities and obligations that we've alleged in the petition.

THE COURT:

Well, have you identi- -- you haven't identified the -- the source of the -- have you identified the source of the contamination?

MR. BRUCHHAUS:

I think that we have, Your Honor. I guess I could go through the entire petition and -- and --

THE COURT:

No.

MR. BRUCHHAUS:

-- and identify it all, but I -- I think we've certainly identified that.

THE COURT:

But you don't say it's because of any specific defendants. You're just saying it applies to all the defendants, the contamination?

MR. BRUCHHAUS:

We allege that the defendants' activities, and that's in Paragraph 8 through 12 of the petition. It goes through. It details the activities with regards to the unlined earthen pits and all of the contaminates that would have existed and details exactly what those contaminates would be. In Paragraph 6, we identify the exploration production defendants, identified them as -- as to their liability and why they appear in the lawsuit.

THE COURT:

What paragraph you said?

MR. BRUCHHAUS:

The contaminate -- the contaminates and the activities are Paragraphs 8 through 12, Your Honor.

THE COURT:

Yes, the --

That's right.

And --

MR. BRUCHHAUS:

Oh, I'm sorry.

THE COURT:

-- so you're referring to all the defendants in those paragraphs?

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

But then what did you say after that? You said that --

MR. BRUCHHAUS:

In -- in Paragraph 6, we identify what the -- the legal responsibility of -- of the exploration and production defendants is in Paragraph 6.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Your Honor, I'm -- I'm happy to do whatever the Court wants the plaintiffs to do to try to make it clearer for these defendants.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

That's not the point. I think that we've done our best to try to make sure that they are aware of what the allegations against them are. We've attached

all of the leases. But if Your Honor wants us to do more, we will comply with whatever Your Honor requests us to do.

THE COURT:

Well, I still think it'd be helpful to have a -- a -- a chart to show the -- the alleged contamination and the source and the name of the defendants that allegedly conducted operations or activities.

Now, you're saying -- we're talking about in this case two tracts, but -- so we should have a distinction between the two tracts.

MR. BRUCHHAUS:

We do, Your Honor, and we've attached a map that shows that.

THE COURT:

Okay.

MR. BRUCHHAUS:

I don't know that the defendants are so much complaining about that.

THE COURT:

So it would only be to name the defendants -- you have to specifically allege the source of the contamination and the name -- the name of the defendants for this --

MR. BRUCHHAUS:

Just -- just for clarification, Your Honor, in -- in the exhibit, there is an operator history, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- and then we identify by well number the particular well, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and then we identify what operators operated under that particular well. And with the maps, you can see on the property where the well was so you know what operators operated what wells.

THE COURT:

Okay.

MR. BRUCHHAUS:

But -- but I'll be happy to -- to make a chart that shows that and provide it to the defendants.

THE COURT:

And also the -- the operations -- well, and also the leases -- I mean, the leases. I think you need -- you have the dates of -- of the leases in those exhibits, --

MR. BRUCHHAUS:

Judge, there's -- there's almost --

THE COURT:

-- the names and the dates?

MR. BRUCHHAUS:

There's almost 1,500 pages of leases that were attached to the back of the petition, so it'll take us some time to get -- get that particular chart, but --

THE COURT:

That would have -- and you're saying you've already stated the nature of the breach of the lease --

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

-- in the petition?

MR. BRUCHHAUS:

We do that generally in the petition, yes.

THE COURT:

So we know -- you can furnish the names, and the -- and the dates of the leases, and the breach.

MR. BRUCHHAUS:

Okay.

THE COURT:

If you -- I don't know. It seems like you should be able to -- to allege the -- the breach -- the -- how that lease is breached.

MR. BRUCHHAUS:

We've done it generally in the petition, --

THE COURT:

Yeah.

MR. BRUCHHAUS:

-- but if you want us to add it to each lease, we can do that.

THE COURT:

Yeah.

Mr. Robinson, did -- does -- does that satisfy your objection or not?

MR. ROBINSON:

I -- I -- Judge -- and -- and I -- I -- Mr. Bruchhaus and I have handled a lot of cases together. In fact, we've --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- been on the same side a few times. I'm not trying to put them to extra work. I'm trying to find out what the claim is against my clients and --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- and I think we both agree that my clients didn't act. They never went on the property. But what I'm trying to get to is for -- for -- for further motion practice perhaps or preparing for trial if we go to trial is what -- what their source of liability is and -- and to -- and -- and how it came about.

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

And I -- if -- if we could find -- and -- and the -- there's a lot of information in the petition, but as Your Honor has noted, it's -- it's also pretty general.

THE COURT:

It's -- right. I -- I just -- you can do it by way of the chart if it makes it -- if it's just an easier way to do it then to keep having to -- to repeat your allegations.

MR. ROBINSON:

It doesn't have to be --

THE COURT:

But if you can --

MR. ROBINSON:

I'm sorry, Your Honor.

THE COURT:

Yeah.

What?

MR. ROBINSON:

It -- it doesn't have to be a chart. Just if

-- if Mr. Bruchhaus wants to amend and just make specific allegations as to my client just -- I don't care --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- what format it's in.

THE COURT:

Okay.

MR. DAVIS:

Your Honor, --

THE COURT:

Yes.

MR. DAVIS:

-- I apologize for interrupting.

My name is William Davis on behalf of Encana --

THE COURT:

Uh-huh (yes).

MR. DAVIS:

-- (USA). I want to adopt Mr. Robinson's argument. I too am a non-operator assignee of a lease in the field and would like for any ruling that applies to Mr. Robinson's clients to apply equally to Encana.

THE COURT:

Right.

Would that satisfy your objection on the -- the amendment that -- what we're speaking about, the amendment to the --

MR. DAVIS:

It -- it certainly would.

THE COURT:

-- to identify the lease, --

MR. DAVIS:

It certainly would.

THE COURT:

-- and the date, and the breach --

MR. DAVIS:

Right.

And, Your Honor, --

MR. BRUCHHAUS:

For each.

THE COURT:

-- for each defendant?

Right.

MR. DAVIS:

-- might I say, only speaking for my client, that if -- if -- if Mr. Bruchhaus is required to amend then instead of going through the process of serving everybody again, he's welcome to simply send me a copy or serve it to me electronically or in some fashion to avoid the time, trouble, and expense of having service as was on the original petition.

THE COURT:

Okay.

MR. ROBINSON:

That would work for me also, Your Honor.

THE COURT:

Okay. You accept service electronically, okay.

Okay. We had a number, though, of exceptions, the dilatory exception -- well, right now, we're just talking about the dilatory exception for vagueness.

Does anyone want to add to what --

MR. ABELL:

Your Honor, my -- my clients are --

THE COURT:

-- the -- the Court's order?

MR. ABELL:

My clients are similarly situated. They're working interest owners. They did not operate on the property, and that's Jomac and Pevehouse, and we would be happy with the ruling that -- that was made on this issue.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman for Apache. Apache was a non-operator as well, and the -- the points made by Mr. Robinson apply to Apache as well as the other non-ops, and what you've stated would be perfectly fine with us.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of the two Geodyne defendants. I believe that the chart would suffice. I -- I -- I make one point that perhaps we could get clarified here. With respect to the chart, I might have miscounted, but I think there were about close to 2,700 pages. Essentially, it looked like the public record -- the conveyance records had simply been copied and attached, so it is very difficult for the defendants to discern from the broad global allegations in the petition --

THE COURT:

Uh-huh (yes).

MR. ZUCKERMAN:

-- which leases and other agreements apply, and I generally think that the chart will be sufficient for that, but I note that the plaintiffs have also made third-party beneficiary allegations, and so I think what the defendants need is not just whether they were a lessee under a particular lease, but if there is an agreement, a contract, or a mineral lease, any source of liability ought to be identified in that chart so that defendants can safely plead things like prematurity, or want of amicable demand, or perhaps even arbitration. I don't know whether that would be in any -- any of the agreements.

But my point is that each defendant needs to be able to understand which specific agreements, contracts, mineral leases, et cetera, that are attached as an exhibit to the petition serve as a basis of alleged liability.

So I would simply ask that the -- the Court to consider that in connection with its order.

THE COURT:

Okay.

MR. ZUCKERMAN:

Thank you, Your Honor.

THE COURT:

Okay. Thank you.

And --

MR. JARRELL:

Eric Jarrell, Your Honor, for the Louisiana Land and Exploration Company, LLC. We were alleged as an operating defendant. I'm assuming that all of this would

cover since the non-ops want to know what the operators did that their allegedly liable for it would catch us as well.

Also, I represent ConocoPhillips Company who is alleged to have owned property next door to one of the plaintiffs' property, and we would assume that the same types of allegation would have to be in the new petition that would say what was specifically done on that property next door that allegedly caused what specific injury to the adjacent property because we don't know.

THE COURT:

Okay.

So -- right. I think we would include that. We talked about the lease but also the -- the operators, the activities. We -- we need more specific specificity as to the defendants whose -- who -- what was the activities that they're liable for.

MR. BRUCHHAUS:

Judge, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Judge, there were -- there were two gas processing defendants. One is Conoco, and one is a company called DAQ, and that's who Mr. Jarrell represents, Conoco. I -- I don't -- I'll be happy to include some more specific allegations with -- with regard to -- to his -- his involvement in the case. I think that we did include that, but if -- if the Court requires me to do something more specific, I can.

THE COURT:

Okay.

Okay. And then -- I'm sorry. What -- what is your name?

MR. GORDON:

Demarcus Gordon --

THE COURT:

Okay.

MR. GORDON:

-- on behalf of BHP Billiton Petroleum (Americans), Inc., and Lario Oil & Gas Company.

Your Honor, I'd also like to adopt Mr. Robinson's arguments and also Mr. Jarrell's arguments. One of my clients was one of the -- the predecessors who were alleged to be operators, and -- and the petition doesn't tell us what, if anything, they did wrong. So we would likewise like to have some specificity as it pertains to the operators.

THE COURT:

Okay. And --

MS. JUNEAU:

Your Honor, Claire Juneau, again, for Honeywell. I would just like to adopt Mr. Robinson's and Mr. Zuckerman's arguments --

THE COURT:

Okay.

MS. JUNEAU:

-- and have any ruling that -- that applies to them apply to Honeywell.

THE COURT:

Okay. Thank you.

MR. MESTAYER:

Judge, Jed Mestayer for Newfield Exploration Gulf Coast. We're also a non-operator, and we adopt the

arguments by co-defendant.

THE COURT:

Okay. Thank you.

MR. GODOFSKY:

Evan Godofsky for Rebel Oil Company, another non-operator. We adopt -- we adopt the arguments of Mr. Robinson and Zuckerman, and we're going to ask that the rulings apply to Rebel as well.

THE COURT:

Okay.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA. We also -- that would satisfy our -- our vagueness exception, the rulings urged by the Court.

Your Honor, if we could go an extra step, we also had exceptions of improper cumulation and prematurity. It strikes me that until we know exactly what leases are at issue that it might be an exercise in futility to -- to try to -- to grabble with those exceptions.

So I -- I can only speak for myself, but it seems like that those exceptions might be a matter to be disposed of at a later date.

THE COURT:

To defer after the amended petition?

MR. BERTEAU:

That's right.

THE COURT:

Okay.

MR. ROBINSON:

Your Honor, I've discussed that with Mr. Bruchhaus and I had discussed it with some of the

defendants before you took the bench this afternoon, and we're -- we're perfectly -- in fact, I think it would be -- it would help everybody, all sides, if we just deferred the rest of the non-evidentiary exceptions until after the amendment.

THE COURT:

Okay. So --

MR. BRUCHHAUS:

That's fine, Your Honor.

THE COURT:

Okay. Do we --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

So I will grant the exception of --

MR. BRUCHHAUS:

Your Honor, there's -- there's one point I'd -- I'd question the Court's indulgence with. Obviously, this is going to require us to do a lot of work, and -- and normally you have --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- you give 30 days to amend this petition.

THE COURT:

Right.

MR. BRUCHHAUS:

I would request 60 days if the defendants do not object so that we can properly amend and hopefully get all of it taken care of.

THE COURT:

Is that agreed?

MR. ROBINSON:

That's agreeable with me, Your Honor.

THE COURT:

Okay.

Okay. We'll allow 60 days to amend. The exception is granted as -- and the -- that's the exception of vagueness and ambiguity. That -- that would -- in response, the -- the plaintiffs will amend the petition to allege specific allegations to the specific named defendants on the -- as -- as far as the operators as to their liability for damages suffered on the -- on the -- on the tracts. As to the operators, you need to be more specific as to each one, right?

MR. BRUCHHAUS:

I understand, Your Honor.

THE COURT:

Okay. And then for the non-operators, we need the -- the name on the -- the -- the lease, the date, and the breach, the -- how the -- and if it's not -- well, we added something. Okay. If it's not a lease, it's -- if it's some other agreement, you need to add that to the list; that it -- this is a third party. If it's a third-party beneficiary to another agreement or whatever the liability is and what's based on a non-operator, we'll have to know that.

MR. BRUCHHAUS:

We'll do the best we can do, Your Honor.

THE COURT:

And you'll do that within 60 days?

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

Okay.

All right.

Okay. And the minutes can be sufficient unless y'all wanted some sort of judgment on that or order.

MR. ROBINSON:

I think the minutes for now is sufficient.

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

You want to circulate an order or not?

MR. ROBINSON:

I think that we'll -- we'll go with the minutes, Your Honor.

THE COURT:

Oh, the minutes, okay.

MR. ROBINSON:

Yeah.

THE COURT:

Those minutes would be sufficient.

MR. ROBINSON:

'Cause we can get a -- we can get a transcript and go from there.

THE COURT:

Okay.

Okay.

MR. GORDON:

Your Honor, --

THE COURT:

Anything else we can take up -- take up?

MR. GORDON:

Yes, Your Honor. Demarcus Gordon, again, on

behalf of BHP --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- and Lario. We have an exception regarding Article 891 and the fact that the plaintiffs have alleged fraud --

THE COURT:

Yeah.

MR. GORDON:

-- generally within the petition.

THE COURT:

Right.

MR. GORDON:

If they're amending the petition anyway, it would make --

THE COURT:

Yes.

MR. GORDON:

-- sense for them to allege fraud with particularity as to -- as it pertains to any defendant to whom they are alleging fraud against, and I just wanted to mention that --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- because I don't want them to amend their petition and we come back and then we say now do fraud.

THE COURT:

No, I think that's --

MR. GORDON:

But I think that may be something that --

THE COURT:

-- I think that's correct on the --

MR. BRUCHHAUS:

Judge, I'd --

THE COURT:

-- the allegation of fraud.

MR. BRUCHHAUS:

-- I'd -- I'd like to address that one maybe.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

We include specific paragraphs because we're faced with this in every case. Paragraph 13 deals with fraud. We allege exactly what we claim the fraud is; 14 does; 15 does. In there, we say exactly what we think the particular fraud claims are, and -- and, Your Honor, fraud, as defined by the code, is -- I -- I know that 1953 says fraud is a misrepresentation or a suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. Fraud may result from silence or an inaction. And, Judge, in these paragraphs, we allege what the industry knowledge was, what the contaminates were, what the chemicals were, what the day-to-day operations were. The fact that the contaminates were never removed. That the plaintiffs were never told that there was improper reporting to the appropriate authorities, and, Judge, I just got to believe that based upon those paragraphs and based upon the requirements of the code under 891 that we've -- we've sufficed and we've -- we've alleged fraud with particularity in this particular case, Judge.

And, specifically, if you take a look at Paragraph 15, we allege the acts.

THE COURT:

Yeah, in Paragraph -- how is Paragraph 15 insufficient? They list seven -- they -- they list seven different specifics on that fraud basis -- the basis for fraud, Paragraph 15.

Is that --

MR. GORDON:

Your Honor, Demarcus --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- Gordon once again. In response to that, once again, there's more than 30 defendants in this matter. The plaintiffs consciously decided to sue multiple defendants. These allegations are -- are general to all defendants, or maybe even to the world, possibly more defendants or -- or other parties out there. These are not pled with specificity as required by the -- the code and -- and, Your Honor, --

THE COURT:

You make it specific to the defendant. That's what you're asking?

MR. GORDON:

Yes. Yes, Your Honor, and to --

THE COURT:

Okay.

MR. GORDON:

-- the extend they can. I mean, if they can't, then --

THE COURT:

Fine.

MR. GORDON:

-- you know, we've had many of these cases where plaintiffs concede, you know, that -- that they don't have any allegations of fraud, and, here, --

THE COURT:

Yeah.

MR. GORDON:

-- you know, these are the same general paragraphs that they include in every single petition. This has nothing specific to do with this site or -- or what any defendant did or didn't do. It's just general.

THE COURT:

Uh-huh (yes).

MR. GORDON:

It's -- it's what they always put in -- in their petitions, you know, and -- and they --

THE COURT:

Okay.

MR. GORDON:

-- can do a better job of --

THE COURT:

Yeah, I think you need to --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

-- specify the defendants again.

MR. BRUCHHAUS:

Well, I think -- I think Mr. Gordon said one of his particular clients was BHP; is that right?

MR. GORDON:

That's correct.

MR. BRUCHHAUS:

Okay. BHP was one of operators --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- in this particular case, and, Your Honor -- Your Honor, I would ask that maybe he -- we pass this particular allegation 'cause we haven't been able to do discovery yet to find out what his documents say with regards to those which is why we pled it the way we did. I think that would be a reasonable request of the Court. Beyond what we've done in -- in the petition addressing it in three different paragraphs, I don't know what else we can do --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- without the documents.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of Geodyne, which was a -- a non-operating defendant, and I just note that we raised the same exception, and with respect to the article, the -- the allegations that have been referenced in the petition, those talk specifically about operations. Paragraph 13, which was just cited to Your Honor, begins with the defendants knew or should have known that their day-to-day operations in the field would result in the -- the damages that they now allege. And also I would submit to Your Honor that there is a lack of specificity particularly with -- with respect to

non-operators.

THE COURT:

Yeah.

So are you saying you need more than the 60 days to amend on the -- on fraud issues?

MR. BRUCHHAUS:

I don't think so, Your Honor. 60 days would probably give us enough.

THE COURT:

Okay.

Okay. Well, you -- that -- I'm granting the exception as to the -- it wasn't a dilatory exception also on alle- -- it's insufficient allegations for the specific -- specificity for fraud, and so you'll amend the petition on that --

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

-- in regard to the fraud allegations.

Okay.

Okay. And the costs will be determined on the merits for these exceptions at this time.

Any other matter we can take up while we're all here? Well, a lot of us are here, not all of us. We still have some -- some out there. We have 30 -- how many defendants, 30- --

MR. BRUCHHAUS:

34, Your Honor.

THE COURT:

-- 4. You have 34 defendants, okay.

MR. BRUCHHAUS:

Although --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- just for the record, some of the defendants haven't answered yet, and some of them haven't been served, so not everybody's here. So --

THE COURT:

Okay. Well, include them on your charts.

MR. BRUCHHAUS:

Sure. We'll take care of it in advance.

THE COURT:

Right.

Okay.

Okay. Thank you.

I'll see y'all next time, okay.

MR. ROBINSON:

Thank you, Your Honor.

(OFF THE RECORD.)

(PROCEEDINGS ADJOURNED.)

C E R T I F I C A T E

This Certification is valid only for a transcript accompanied by my original *blue* signature and original *blue* official seal on this page.

I, Lynette Latiolais-Emfinger, RPR, CCR, Official Court Reporter in and for the 31st Judicial District Court, Parish of Jefferson Davis, State of Louisiana, do hereby certify that the foregoing transcript reported by me in the stenotype-reporting method contains a full, true, and correct transcription of the above referred to proceedings conducted on the 26th day of February, 2014, and I am not related to or associated with any of the parties to said proceedings; that the transcript has been prepared in compliance with transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana; that I have acted in compliance with the prohibition on contractual relationships. I further certify that the transcription contained herein was prepared and transcribed by me or under my personal direction and supervision and is accurate to the best of my ability, knowledge, information, understanding and belief.

I further state on the record the following: That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceedings, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript; that any words and/or names which could

not be verified through reference material have been denoted with the phrase "(phonetical)".

Signed this 21st day of March, 2014.

Lynette Latiolais-Emfinger, RPR, CCR
Official Court Reporter
State License No. 93007
NCRA License No. 817506

CASE NO. 15-30162

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST; ORLEANS LEVEE DISTRICT; LAKE BORGNE BASIN LEVEE DISTRICT; EAST JEFFERSON LEVEE DISTRICT,

Plaintiffs - Appellants

v.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.; ALTA MESA SERVICES, L.P.; ANADARKO E&P ONSHORE, L.L.C.; APACHE CORPORATION; ATLANTIC RICHFIELD COMPANY; BEPCO, L.P.; BOARDWALK PIPELINE PARTNERS, L.P.; BOPCO, L.P.; BP AMERICA PRODUCTION COMPANY; BP OIL PIPELINE COMPANY; CALLON OFFSHORE PRODUCTION, INCORPORATED; CALLON PETROLEUM COMPANY; CASKIDS OPERATING COMPANY; CENTERPOINT ENERGY RESOURCES CORPORATION; CHEVRON PIPE LINE COMPANY; CHEVRON USA, INCORPORATED; CLAYTON WILLIAMS ENERGY, INCORPORATED; CLOVELLY OIL COMPANY, L.L.C.; COASTAL EXPLORATION AND PRODUCTION, L.L.C.; COLLINS PIPELINE COMPANY; CONOCOPHILLIPS COMPANY; CONTINENTAL OIL COMPANY; COX OPERATING, L.L.C.; CRAWFORD HUGHES OPERATING COMPANY; DALLAS EXPLORATION, INCORPORATED; DAVIS OIL COMPANY; DEVON ENERGY PRODUCTION COMPANY, L.P.; ENERGEN RESOURCES CORPORATION; ENTERPRISE INTRASTATE, L.L.C.; EOG RESOURCES, INCORPORATED; EP ENERGY MANAGEMENT, L.L.C.; EXXON MOBIL CORPORATION; EXXON MOBIL PIPELINE COMPANY; FLASH GAS & OIL NORTHEAST, INCORPORATED; GRAHAM ROYALTY, LIMITED; GREKA AM, INCORPORATED; GULF PRODUCTION COMPANY, INCORPORATED; GULF SOUTH PIPELINE COMPANY, L.P.; HARVEST OIL & GAS, L.L.C.; HELIS ENERGY, L.L.C.; HELIS OIL & GAS COMPANY, L.L.C.; HESS CORPORATION, A Delaware Corporation; HILLIARD OIL & GAS, INCORPORATED; HKN, INCORPORATED; INTEGRATED EXPLORATION & PRODUCTION.

EXHIBIT G

L.L.C.; J.C. TRAHAN DRILLING CONTRACTOR, INCORPORATED; J.M. HUBER CORPORATION; KENMORE OIL COMPANY, INCORPORATED; KEWANEE INDUSTRIES, INCORPORATED; KOCH EXPLORATION CO., L.L.C.; KOCH INDUSTRIES, INCORPORATED; LIBERTY OIL & GAS CORPORATION; LLOG EXPLORATION COMPANY; MANTI OPERATING COMPANY; MARATHON OIL COMPANY; MCMORAN EXPLORATION COMPANY; MOEM PIPELINE, L.L.C.; MOSBACHER ENERGY COMPANY; NATURAL RESOURCES CORPORATION OF TEXAS; NEWFIELD EXPLORATION GULF COAST, L.L.C.; NOBLE ENERGY, INCORPORATED; O'MEARA, L.L.C.; P.R. RUTHERFORD; PLACID OIL COMPANY; PLAINS PIPELINE, L.P.; PXP PRODUCING COMPANY, L.L.C.; REPUBLIC MINERAL CORPORATION; RIPCO, L.L.C.; ROZEL OPERATING COMPANY; MURPHY EXPLORATION AND PRODUCTION COMPANY, USA; SENECA RESOURCES CORPORATION; SHELL OIL COMPANY; SOUTHERN BAY ENERGY, L.L.C., also known as HK Energy, L.L.C.; SOUTHERN NATURAL GAS COMPANY, L.L.C.; SUN OIL COMPANY; SUNDOWN ENERGY, L.P.; UNION OIL COMPANY OF CALIFORNIA; WHITING OIL & GAS CORPORATION; WILLIAMS EXPLORATION COMPANY; YUMA EXPLORATION AND PRODUCTION COMPANY, INCORPORATED; MERIDIAN RESOURCE & EXPLORATION, L.L.C.; PICKENS COMPANY, INCORPORATED; ESTATE OF WILLIAM G. HELIS; LOUISIANA LAND AND EXPLORATION COMPANY, L.L.C. MARYLAND; KAISER-FRANCIS OIL COMPANY; BP PIPELINES NORTH AMERICA, INCORPORATED; VINTAGE PETROLEUM, L.L.C, Delaware; ENLINK LIG, L.L.C.,

Defendants - Appellees

On Appeal from the Judgment of the United States District Court for the Eastern District of Louisiana in Civil Action No. 2:13-cv-05410, Honorable Nannette Jolivette Brown, Presiding

ORIGINAL BRIEF OF PLAINTIFFS-APPELLANTS BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST, ORLEANS LEVEE DISTRICT, LAKE BORGNE BASIN LEVEE DISTRICT, AND EAST JEFFERSON LEVEE DISTRICT

GLADSTONE N. JONES, III (#22221)
BERNARD E. BOUDREAUX (#2219)
KEVIN E. HUDDELL (#26930)
EBERHARD D. GARRISON (#22058)
HARVEY S. BARTLETT III (#26795)
EMMA ELIZABETH ANTIN DASCHBACH (#27358)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

JAMES R. SWANSON (#18455)
BENJAMIN D. REICHARD (#31933)
Fishman Haygood, L.L.P.
201 St. Charles Ave. , Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. MICHAEL VERON (#7570)
J. ROCK PALERMO III (#21793)
ALONZO P. WILSON (#13547)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel For Plaintiffs-Appellants, Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District

CERTIFICATE OF INTERESTED PERSONS

CASE NO. 15-30162

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

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Plaintiffs - Appellants

v.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.; ALTA MESA SERVICES, L.P.; ANADARKO E&P ONSHORE, L.L.C.; APACHE CORPORATION; ATLANTIC RICHFIELD COMPANY; BEPCO, L.P.; BOARDWALK PIPELINE PARTNERS, L.P.; BOPCO, L.P.; BP AMERICA PRODUCTION COMPANY; BP OIL PIPELINE COMPANY; CALLON OFFSHORE PRODUCTION, INCORPORATED; CALLON PETROLEUM COMPANY; CASKIDS OPERATING COMPANY; CENTERPOINT ENERGY RESOURCES CORPORATION; CHEVRON PIPE LINE COMPANY; CHEVRON USA, INCORPORATED; CLAYTON WILLIAMS ENERGY, INCORPORATED; CLOVELLY OIL COMPANY, L.L.C.; COASTAL EXPLORATION AND PRODUCTION, L.L.C.; COLLINS PIPELINE COMPANY; CONOCOPHILLIPS COMPANY; CONTINENTAL OIL COMPANY; COX OPERATING, L.L.C.; CRAWFORD HUGHES OPERATING COMPANY; DALLAS EXPLORATION, INCORPORATED; DAVIS OIL COMPANY; DEVON ENERGY PRODUCTION COMPANY, L.P.; ENERGEN RESOURCES CORPORATION; ENTERPRISE INTRASTATE, L.L.C.; EOG RESOURCES, INCORPORATED; EP ENERGY MANAGEMENT, L.L.C.; EXXON MOBIL CORPORATION; EXXON MOBIL PIPELINE COMPANY; FLASH GAS & OIL NORTHEAST, INCORPORATED; GRAHAM ROYALTY, LIMITED; GREKA AM, INCORPORATED; GULF PRODUCTION COMPANY, INCORPORATED; GULF SOUTH PIPELINE COMPANY, L.P.; HARVEST OIL & GAS, L.L.C.; HELIS ENERGY,

L.L.C.; HELIS OIL & GAS COMPANY, L.L.C.; HESS CORPORATION, A Delaware Corporation; HILLIARD OIL & GAS, INCORPORATED; HKN, INCORPORATED; INTEGRATED EXPLORATION & PRODUCTION, L.L.C.; J.C. TRAHAN DRILLING CONTRACTOR, INCORPORATED; J.M. HUBER CORPORATION; KENMORE OIL COMPANY, INCORPORATED; KEWANEE INDUSTRIES, INCORPORATED; KOCH EXPLORATION CO., L.L.C.; KOCH INDUSTRIES, INCORPORATED; LIBERTY OIL & GAS CORPORATION; LLOG EXPLORATION COMPANY; MANTI OPERATING COMPANY; MARATHON OIL COMPANY; MCMORAN EXPLORATION COMPANY; MOEM PIPELINE, L.L.C.; MOSBACHER ENERGY COMPANY; NATURAL RESOURCES CORPORATION OF TEXAS; NEWFIELD EXPLORATION GULF COAST, L.L.C.; NOBLE ENERGY, INCORPORATED; O'MEARA, L.L.C.; P.R. RUTHERFORD; PLACID OIL COMPANY; PLAINS PIPELINE, L.P.; PXP PRODUCING COMPANY, L.L.C.; REPUBLIC MINERAL CORPORATION; RIPCO, L.L.C.; ROZEL OPERATING COMPANY; MURPHY EXPLORATION AND PRODUCTION COMPANY, USA; SENECA RESOURCES CORPORATION; SHELL OIL COMPANY; SOUTHERN BAY ENERGY, L.L.C., also known as HK Energy, L.L.C.; SOUTHERN NATURAL GAS COMPANY, L.L.C.; SUN OIL COMPANY; SUNDOWN ENERGY, L.P.; UNION OIL COMPANY OF CALIFORNIA; WHITING OIL & GAS CORPORATION; WILLIAMS EXPLORATION COMPANY; YUMA EXPLORATION AND PRODUCTION COMPANY, INCORPORATED; MERIDIAN RESOURCE & EXPLORATION, L.L.C.; PICKENS COMPANY, INCORPORATED; ESTATE OF WILLIAM G. HELIS; LOUISIANA LAND AND EXPLORATION COMPANY, L.L.C. MARYLAND; KAISER-FRANCIS OIL COMPANY; BP PIPELINES NORTH AMERICA, INCORPORATED; VINTAGE PETROLEUM, L.L.C, Delaware; ENLINK LIG, L.L.C.,

Defendants - Appellees

The undersigned counsel of record certifies that the following listed persons and entities as described in United States Court of Appeals for the Fifth Circuit Rule 28.2.1 have an interest in the outcome of this case. These representations are made in order that the judges of this Court may evaluate possible disqualification

or recusal.

1. Plaintiffs-Appellants

- The Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Individually and as the Board Governing the Orleans Levee District, the Lake Borgne Basin Levee District, and the East Jefferson Levee District, is a constitutionally and statutorily created Board established to govern the Southeast Louisiana Flood Protection Authority – East and its constituent levee districts, which are independent political subdivisions of the State of Louisiana.

2. Counsel for Plaintiffs-Appellants

- Gladstone N. Jones, III, Bernard E. Boudreaux, Kevin E. Huddell, Eberhard D. Garrison, Harvey S. Bartlett III, Emma Elizabeth Antin Daschbach, JONES, SWANSON, HUDDELL & GARRISON
- James R. Swanson, Benjamin D. Reichard, FISHMAN HAYGOOD, L.L.P.
- J. Michael Veron, J. Rock Palermo III, Alonzo P. Wilson, VERON, BICE, PALERMO & WILSON, L.L.C.

3. Defendants-Appellees

- Tennessee Gas Pipeline Company, L.L.C.
- Alta Mesa Services, L.P.
- Anadarko E&P Onshore, L.L.C.
- Apache Corporation
- Atlantic Richfield Company
- BEPCO, L.P.
- Boardwalk Pipeline Partners, L.P.
- BOPCO, L.P.
- BP America Production Company
- BP Oil Pipeline Company
- BP Pipelines North America, Inc.
- Callon Offshore Production, Inc.
- Callon Petroleum Company
- Caskids Operating Company
- Centerpoint Energy Resources Corporation
- Chevron Pipe Line Company

- Chevron USA, Inc.
- Clayton Williams Energy, Inc.
- Clovelly Oil Company, L.L.C.
- Coastal Exploration and Production, L.L.C.
- Collins Pipeline Company
- ConocoPhillips Company
- Continental Oil Company
- Cox Operating, L.L.C.
- Crawford Hughes Operating Company
- Dallas Exploration, Inc.
- Davis Oil Company
- Devon Energy Production Company, L.P.
- Energen Resources Corporation
- Enlink LIG, L.L.C.
- Enterprise Intrastate, L.L.C.
- EOG Resources, Inc.
- EP Energy Management, L.L.C.
- Estate of William G. Helis
- Exxon Mobil Corporation
- Exxon Mobil Pipeline Company
- Flash Gas & Oil Northeast, Inc.
- Graham Royalty, Limited
- Greka AM, Inc.
- Gulf Production Company, Inc.
- Gulf South Pipeline Company, L.P.
- Harvest Oil & Gas, L.L.C.
- Helis Energy, L.L.C.
- Helis Oil & Gas Company, L.L.C.
- Hess Corporation, A Delaware Corporation
- Hilliard Oil & Gas, Inc.
- HKN, Inc.
- Integrated Exploration & Production, L.L.C.
- J.C. Trahan Drilling Contractor, Inc.
- J.M. Huber Corporation
- Kaiser-Francis Oil Company
- Kenmore Oil Company, Inc.
- Kewanee Industries, Inc.

- Koch Exploration Co., L.L.C.
- Koch Industries, Inc.
- Liberty Oil & Gas Corporation
- LLOG Exploration Company
- Louisiana Land and Exploration Company, L.L.C. Maryland
- Manti Operating Company
- Marathon Oil Company
- McMoRan Exploration Company
- Meridian Resources & Exploration, L.L.C.
- Moem Pipeline, L.L.C.
- Mosbacher Energy Company
- Natural Resources Corporation of Texas
- Newfield Exploration Gulf Coast, L.L.C.
- Noble Energy, Inc.
- O'Meara, L.L.C.
- Pickens Company, Inc.
- Placid Oil Company
- Plains Pipeline, L.P.
- PXP Producing Company, L.L.C.
- Republic Mineral Corporation
- Ripco, L.L.C.
- Rozel Operating Company
- Murphy Exploration and Production Company, USA
- Seneca Resources Corporation
- Shell Oil Company
- Southern Bay Energy, L.L.C., also known as HK Energy, L.L.C.
- Southern Natural Gas Company, L.L.C.
- Sun Oil Company
- Sundown Energy, L.P.
- Union Oil Company of California
- Whiting Oil & Gas Corporation
- Williams Exploration Company
- Yuma Exploration and Production Company, Inc.

4. Counsel for Defendants-Appellees

- ADAMS & REESE, L.L.P.: Francis V. Liantonio, Jr., Thomas Gordon O'Brien, Martin A. Stern, Jeffrey Edward Richardson

- ARNOLD & PORTER, L.L.P.: Matthew T. Heartney, Nancy Gordon Milburn
- BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.: Nancy Scott Degan, Roy C. Cheatwood, Kerry J. Miller
- LAW OFFICE OF STEPHEN D. BAKER: Stephen D. Baker
- BALDWIN HASPEL BURKE & MAYER, L.L.C.: Beverly Klundt Baudoin, David Louis Carrigee
- BIENVENU, BONNECAZE, FOCO, VIATOR & HOLINGA, A.P.L.L.C.: Erin Percy Tadie
- BRADLEY, MURCHISON, KELLY & SHEA, L.L.C.: Stephen Christopher Fortson, Darryl Joseph Foster, Anna W. O'Neal
- CARVER, DARDEN, KORETZKY, TESSIER, FINN, BLOSSMAN & AREAUX, L.L.C.: Taylor Darden
- CURRY & FRIEND, P.L.C.: Mary Margaret Steele, Christopher C. Friend, Meghan Elizabeth Smith
- DEUTSCH, KERRIGAN & STILES, L.L.P.: Isaac H. Ryan
- FOWLER RODRIGUEZ VALDES-FAULI: John Anthony Scialdone, Michael James Thompson, Jr.
- GIEGER, LABORDE & LAPEROUSE, L.L.C.: Andrew A. Braun, Caitlin Jean Hill
- GORDON, ARATA, MCCOLLAM, DUPLANTIS & EAGAN, L.L.C.: Ewell Elton Eagan, Jr., Terence Kent Knister, James Douglas Rhorer
- GRAY REED & MCGRAW, P.C.: James Joseph Ormiston, Michael Antoine Ackal, III, Julia M. Palmer
- GUGLIELMO, LOPEZ, TUTTLE, HUNTER & JARRELL: James Thomas Guglielmo
- DANIEL HUGHES, A.P.L.C.: Daniel C. Hughes
- JONES WALKER LLP: Douglas J. Longman, Jr., Carmen Marie Rodriguez, Carl David Rosenblum, Alida C. Hainkel,Lauren Courtney Mastio, Joshua A. Norris, William D. Lampton, William Thomas McCall, Jr., Glenn G. Goodier
- KEAN MILLER, L.L.P.: Leonard Louis Kilgore, III, Brett Patrick Fenasci, Esteban Herrera, Jr., Tyler Ann Moore Kostal, Mark Andrew Marionneaux, Richard Dean McConnell, Richard Stuart Pabst, Victor Jacob Suane, Jr., Louis Victor Gregoire, Jr., Pamela Roman Mascari,Charles Simon McCowan, III, Michael Raudon Phillips, Bradley Joseph Schlotterer, Dylan T. Thriffiley
- KEOUGH, COX & WILSON, LIMITED: John Powers Wolff, III, Nancy B. Gilbert, Richard W. Wolff
- KING & SPALDING, L.L.P.: Ashley Charles Parrish, Jeremiah Johnson Anderson, Robert Ellison Meadows

- KUCHLER, POLK, SCHELL, WEINER & RICHESON, L.L.C.: Leigh Ann Schell, Deborah DeRoche Kuchler
- LAPEYRE & LAPEYRE, L.L.P.: Etienne C. Lapeyre, F. Henri Lapeyre, Jr.
- LARZELERE PICOU WELLS SIMPSON LONERO, L.L.C.: Morgan Joseph Wells, Jr., Evan J. Godofsky
- LISKOW & LEWIS: George Arceneaux, III, Joe B. Norman, Robert Beattie McNeal, Michael P. Cash, Jamie Duayne Rhymes, Jonathan Andrew Hunter, Elizabeth S. Wheeler, Russell Keith Jarrett, Kelly Bechtel Becker, George Hardy Robinson, Jr.
- LLOG EXPLORATION COMPANY, L.L.C.: George M. Gilly
- MAYHALL & BLAIZE: Charles G. Blaize
- MCGUIREWOODS, L.L.P.: Angela M. Spivey, Richard Trent Taylor
- MONTGOMERY BARNETT, L.L.P.: John Y. Pearce, Edward Louis Fenasci
- NEUNERPATE: Brandon Wade Letulier, Cliff A. LaCour, Ben Louis Mayeaux, Francis X. Neuner
- OTTINGER HEBERT, L.L.C.: Paul J. Hebert
- PHELPS DUNBAR, L.L.P.: Steven Jay Levine, John Bechtold Shortess, Kevin William Welsh
- PREIS, P.L.C.: Robert Michael Kallam, Jennifer Anne Wells
- QUINN EMANUEL URQUHART & SULLIVAN, L.L.P.: Michael J. Lyle
- David William Rusch
- SCHONEKAS, EVANS, MCGOEY & MCEACHIN, L.L.C.: Kyle D. Schonekas, William P. Gibbens
- SHIPLEY SNELL MONTGOMERY, L.L.P.: George T. Shipley, Amy Louise Snell
- SLATTERY, MARINO & ROBERTS, P.L.C.: Emile Joseph Dreuil, III, David Stephen Landry, Gerald F. Slattery, Jr.
- STONE PIGMAN WALTHER WITTMANN, L.L.C.: John Pratt Farnsworth, Barry W. Ashe
- STRONG PIPKIN BISSELL & LEDYARD, L.L.P.: Michael M. Hendryx, Jason Christopher McLaurin
- TAYLOR, PORTER, BROOKS & PHILLIPS, L.L.P.: Edward Daniel Hughes, John Michael Parker
- VAN NESS FELDMAN, L.L.P.: Lawrence Gene Acker
- WALL, BULLINGTON & COOK, L.L.C.: Guy Earl Wall

Dated: May 20, 2015

/s/ Harvey S. Bartlett III
Harvey S. Bartlett III

Counsel for Plaintiffs-Appellants, Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District

STATEMENT REGARDING ORAL ARGUMENT

The Plaintiffs-Appellants—the Board of Commissioners of the Southeast Louisiana Flood Protection Authority-East, individually ("SLFPA-E"), and as the board governing the Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District ("the Levee Districts"; with SLFPA-E, "the Authority")—respectfully request oral argument of this appeal. Oral argument will assist this Court in addressing, first, the district court's subject-matter jurisdiction determination on the Authority's motion to remand, that the state law claims raised by the Authority "necessarily raise a federal issue, actually disputed and substantial, which a federal forum may entertain without disturbing the congressionally approved balance of federal and state judicial responsibilities,"[1] under *Grable & Sons Metal Products, Inc. v. Darue Engineering & Mfg.*, 545 U.S. 308, 314 (2005); and second, that the Authority has failed to state Louisiana state law claims for negligence, strict liability, natural servitude of drain, and nuisance, arising from the defendants' actions in the wetlands "Buffer Zone" hydrologically

[1] Order and Reasons, *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tenn. Gas Pipeline Co., LLC*, No. 13-5410 (E.D. La. June 27, 2014), at ROA.2368.

adjacent to the levee system controlled and operated by the Authority.[2] The importance of the jurisdictional issue surrounding *Grable*, particularly as it touches on the balance of federal and state powers, and the intricacies of the duty and proximity analyses that permeate the district court's treatment of the state law claims, will be served by oral argument.

[2] Order, *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tenn. Gas Pipeline Co., LLC*, No. 13-5410 (E.D. La. Feb. 13, 2015), at ROA.4644-4668. The Authority also asserted a cause of action for breach of a stipulation *pour autrui* under Louisiana contract law, based on permits under which the defendants operated. The district court determined such claims fall under federal common law because "[a]t least some of the dredging permits" were issued by federal agencies, and held that the Authority failed to state a claim under federal common law. ROA.4668-4671; *see also* ROA.2359. The Authority does not appeal the dismissal of that cause of action.

Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____ _____
DEPUTY CLERK

MAY 06 2013
/s/ LANA H. COLUDROVICH

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "**CZM Act of 1978**"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "**CZM Laws**").

EXHIBIT
H-1

2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South America Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste.. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to **Phillips Oil Company**, and **Phillips Petroleum Company**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company, McMoran Production Company**;

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to **Louisiana Gas Service Exploration Program**;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and **Louisiana Gas Service Exploration Program**; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to **Valero Producing Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq*.

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq*. The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program**." (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (3226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

PLEASE SERVE THE PETITION FOR DAMAGES:

HILCORP ENERGY COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ANADARKO E&P ONSHORE, LLC
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OFFSHORE INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

GULF PRODUCTION COMPANY, INC.
Through its registered agent for service of process:
James R. Robin
2301 South America Street
Covington, LA 70433

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

BP AMERICA PRODUCTION COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

FREEPORT-MCMORAN OIL & GAS LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

JUNE ENERGY, INC.
Through its registered agent for service of process:
Lana J. Hingle
8320 Sycamore Place
Belle Chasse, LA 70037

VIRGIN OFFSHORE U.S.A., INC.
Through its registered agent for service of process:
Patrick Shelby
201 St. Charles Ave., Ste. 4000
New Orleans, LA 70170.

ROYAL "T" OIL CO., INC.
Through its registered agent for service of process:
Charles M. Reeves
548 W. William David Parkway #304
Metairie, LA 70005

CITIZENS COMMUNICATIONS COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LGS NATURAL GAS COMPANY
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

DEVON ENERGY PRODUCTION COMPANY, L.P.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P. O. Box 6028
San Ramon, CA 94583

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-999 **DIVISION "B"**

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
MAR 13 2018
DEPUTY CLERK

SCHEDULING ORDER - JURY TRIAL

By Order of the Court, the following dates are established:

I. **TRIAL DATES.** The trial of this matter has been scheduled as a **JURY** trial, first setting, beginning on ***January 3, 2020 at 9:30 a.m., with jury selection to begin on*** **January 6, 2020.** The court scheduled **eight (8) weeks** for the jury trial. The counsel for all parties should be present at 9:30 a.m. on the first morning of trial for discussion of any preliminary matters that may be necessary. Jury trials are generally held in our temporary facility at 450 F. Edward Hebert Boulevard, Belle Chasse, Louisiana, but please call 504-934-6733 prior to trial to confirm this location.

II. **ANSWERS & AMENDMENTS.** Plaintiff is to amend its Petition to cure vagueness on or before May 21, 2018. The deadline to file Answers or otherwise respond is July 20, 2018. The amendment of pleadings to add new parties without leave of court must occur (1) by a Plaintiff, no later than August 13, 2018, and (2) by a Defendant, no later than 60 days after service of Plaintiffs' final expert reports described in Section III(4) below. These dates can only be extended by consent of all parties or by order of the Court after hearing.

III. **DISCOVERY; TRIAL EVIDENCE.** All discovery motions to be heard by the Court must comply with La. District Court Rule 10.1. The disclosure of experts and information pertinent thereto shall be governed by the provisions of La. C.C.P. arts. 1425 and 1428 (depending on whether the expert is expected to testify or not), except that the parties have agreed to different deadlines set forth as follows:

(1) Plaintiffs shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 14, 2018. The witness and exhibit list

EXHIBIT H-2

may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(2) Defendants shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 28, 2018. The witness and exhibit list may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(3) Plaintiffs shall provide preliminary expert reports which contain detailed descriptions of the specific violations of SLCRMA believed to have been committed by Defendants, including instances where Plaintiffs claim a specific permit was violated and any instances where Plaintiffs claim Defendants failed to obtain a permit, on or before February 5, 2019. The descriptions of SLCRMA violations should include a description of the locations of any claimed violations.

(4) Plaintiffs shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before March 16, 2019 for all experts to be called in Plaintiffs' case-in-chief.

(5) Defendants shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before September 13, 2019.

(6) The parties and their counsel are familiar with SLCRMA and the other permitting processes that affect environmental testing work in the Louisiana Coastal Zone, and will each work diligently to obtain all necessary permits for the work they intend to undertake in order that such testing shall be completed in time to comply with these agreed-upon expert report deadlines. When a party applies for Coastal Use Permit, a copy of the permit application shall be served on all counsel of record at the time of submission of the application. If, despite diligent efforts of a party to timely secure a Coastal Use Permit, there is a delay in securing the permit such that it impedes the ability of a party to comply with the report deadlines set forth above, the party may seek appropriate relief

from the Court. After the applicable expert report deadlines described above, no supplementation or revision of said reports will be allowed without leave of Court.

(7) Plaintiffs and Defendants shall exchange final witness and exhibit lists on or before October 25, 2019. These final listings shall not limit any parties' obligation to identify witnesses through interrogatories or other discovery prior to this date. The parties shall be given an opportunity to depose any previously undisclosed witness identified on a final witness list at least twenty (20) days before trial. After final witness lists are exchanged, no unidentified witness may be added except by consent of all parties or with leave of the Court. This requirement does not apply to witnesses necessary solely to establish the authenticity or other foundational grounds for admission of documentary evidence. Further, nothing in this Order shall act to limit the Court's discretion to allow witnesses or exhibits not listed on a final witness or exhibit list where (i) Louisiana law does not require pre-trial disclosure of such evidence, or (ii) the evidence is offered solely to rebut evidence introduced at trial that was not timely disclosed under the disclosure deadlines set forth herein.

(8) Fact discovery shall be completed on or before October 18, 2019.

(9) The Louisiana Department of Natural Resources (LDNR) will serve as the coordinator to ensure the efficient receipt of written responses and document productions from the State Agencies[1] in response to written discovery and/or subpoenas duces tecum issued in this matter. The LDNR has contacted representatives from the State Agencies, and has confirmed the following relative to this matter: (1) the State Agencies agree to waive formal service of a subpoena duces tecum; (2) the State Agencies will attempt to respond to any subpoena duces tecum received as quickly as possible, and within 60 days of the receipt of the subpoena duces tecum to the extent possible; and (3) if a State

[1] The State Agencies for purposes of this CMO are as follows:(1) Coastal Protection and Restoration Authority; (2) Louisiana Department of Agriculture; (3) Louisiana Department of Economic Development; (4) Louisiana Department of Environmental Quality, including all predecessor agencies; (5) Louisiana Department of Health and Hospitals; (6) Louisiana Department of Transportation and Development; (7) Office of the Governor; (8) Division of Administration; (9) Louisiana Oil Spill Coordinator's Office; (10) Louisiana Secretary of State and State Archives Office; (11) Louisiana Division of Administrative Law; (12) Louisiana Department of Revenue; (13) Louisiana Tax Commission; (14) Louisiana Geographic Information Center; (15) Louisiana Sea Grant; (16) Louisiana Universities Marine Consortium; and (17) Louisiana Department of Wildlife and Fisheries.

Agency has responsive documents available for inspection, they will attempt to make same available to Defendants within 45 days of the receipt of the subpoena duces tecum. In acting as a coordinator for the State Agencies as set forth in this paragraph, the LDNR does not waive any procedural rights each agency has available to it under the law to respond or otherwise take action that would be available to it if the agency was properly served pursuant to the Code of Civil Procedure. Each State Agency will remain ultimately responsible for their individual discovery responses. In the event that the parties, despite their best efforts, are unable to obtain timely discovery responses and/or responsive documents from the State Agencies necessary to finalize expert reports in Section III(4)-(5) above, the parties shall notify the Court of same at least sixty (60) days prior to the deadline for the submission of their respective final expert reports so that the Court may consider the potential modification of deadlines in this CMO.

(10) Defendants' expert discovery shall be completed on or before October 18, 2019. Defendants may conduct depositions of Plaintiffs' experts at any time after Plaintiffs' final expert reports are due, provided that no Plaintiffs' expert shall be deposed more than once without the consent of Plaintiffs.

(11) Plaintiffs' expert discovery shall be completed on or before October 18, 2019. Plaintiffs may conduct depositions of Defendants' experts at any time after Defendants' final expert reports are due, provided that no Defendants' expert shall be deposed more than once without the consent of Defendants.

(12) With respect to the expert discovery deadlines set forth in Sections III(10) and III(11) above, the parties may petition the Court for additional time if needed.

IV. ENVIRONMENTAL TESTING PROTOCOL. Should any party wish to sample and/or test the water, groundwater, soils, sediments, other environmental media, wells, and/or equipment at issue in this case, the following shall apply:

(1) Such party shall provide written notice, via email or otherwise, to the other parties of the scope and media to be sampled and the time, date, and location where such sampling event will take place no less than seven (7) calendar days prior to the proposed sampling event. Any party desiring to observe such sampling event must be allowed to

do so. Further, any party requesting split or duplicate samples must be allowed to obtain them, at their cost, to the extent that volume allows.

(2) Any and all testing data, boring logs, coordinate data, analytical results, etc. received by the sampling party and/or the party requesting split or duplicative samples shall be provided to all other parties within thirty (30) days of the receipt of testing data, boring logs, coordinate data, analytical results, etc. Electronic data or media such as that which is generated by terrain or other conductivity surveys, aquifer testing, NORM surveys, or similar electronically rendered processes, or other electronic means shall be shared at the time data is collected if possible, or otherwise promptly thereafter.

(3) Sampling events shall be conducted during daylight hours on any day of the ordinary work week. No sampling event shall be conducted on Saturday, Sunday, or any other legal holiday, except with consent of all parties or by order of the Court.

(4) The parties and their counsel shall not interfere with the orderly progress of a sampling event or otherwise impede the sampling event.

(5) The parties acknowledge that further orders of the Court may be necessary regarding access to any private property which may the subject of an intended sampling event.

V. **EXCEPTIONS; MOTIONS.** Any exceptions, motions, or rules to be heard in this case MUST comply with La. District Court Rules 9.8, 9.9 and 9.10. In order to comply with La. C.C.P. art. 966 B, a Motion for Summary Judgment and all documents in support of the motion shall be filed and served on all parties in accordance with Article 1313 not less than 65 days prior to trial. Any Opposition to the motion and all documents in support of the opposition shall be filed and served in accordance with Article 1313 not less than 15 days prior to the hearing. Any reply memorandum shall be filed and served in accordance with Article 1313 not less than 5 days prior to the hearing on the motion. No additional documents may be filed with the reply memorandum. If the deadline for filing a motion, an opposition, or a reply memorandum falls on a legal holiday, the motion, opposition, or reply is timely if it is filed and served no later than the next day that is not a legal holiday.

VI. **MOTIONS *IN LIMINE*.** Motions *in limine* directed to expert issues, including *Daubert* motions, shall be filed no later than 60 days prior to trial, in accordance with the rules and deadlines established under article 1425(F) of the Code of Civil Procedure. All other motions *in limine* or other motions dealing with trial testimony and/or evidence must be filed at least 30 days prior to trial. This deadline does not preclude timely, proper contemporaneous objections to evidence offered at the trial of this proceeding.

VII. **DEPOSITION EXCERPTS.** Proposed deposition excerpts to be used at trial in lieu of live testimony shall be submitted at least 30 days before trial. Objections to those excerpts shall be filed at least 15 days before trial.

VIII. **PRE-TRIAL CONFERENCE.** A pre-trial conference will be held at **9:30 a.m.** on December 20, **2019** at 9:30am at the Plaquemines Parish Government Annex, 301 Main Street, Belle Chasse, Louisiana. If directions are needed, call 504-934-6730. Trial counsel are expected to attend. **Failure to attend or unprepared attendance is an imposition on the Court and opposing counsel. Such attorney may be held in contempt of court and sanctioned accordingly. At the status conference, the court assigned the case for trial for a period of eight weeks. In your pretrial brief, you must give an estimate of the time it will take for you to try your case and an estimate of the time it will take for each of your witnesses to testify. You will be bound by these time estimates. Reasonable extensions of time limits will be granted for good cause shown. If the time for trial will take longer than you have estimated, you must inform the Court and trial will be rescheduled. Trial will begin at 9:30 a.m. and end at 4:30p.m.; and there will be a one -hour break for lunch.**

IX. **PRE-TRIAL BRIEFS. Each party SHALL file a pretrial brief with the Clerk of Court and send via email to aroberts@25thjdc.com and mclement@25thjdc.com on or before the seventh (7th) day before the pre-trial conference and MUST include the following:**

DO NOT FAX WITHOUT THE COURT'S PERMISSION.

a) A concise summary of the factual contentions made by all parties;

b) The contested issues of fact and law;

c) A list of your witnesses, including a description of the testimony each will provide;

d) A list of may-call witnesses, including rebuttal witnesses;

e) A list of all exhibits and documentary evidence you plan to offer at trial, except impeachment documents;

f) A list of the evidence and exhibits to which the parties may stipulate;

i) If any depositions or deposition excerpts are to be used at trial in lieu of live testimony, counsel shall designate the pages and lines to be offered and exchange this information with all other parties at least thirty days before trial; objections to proposed designations shall be served and filed at least fifteen days before trial;

j) Proposed special jury charges and a proposed verdict form (a copy of the Court's general opening and closing instructions are available upon request).

Failure to file your pretrial brief timely may result in the trial being continued with such attorney may be held in contempt of court and sanctioned accordingly.

X. **WITNESSES, EXHIBITS. Except for good cause shown, only listed witnesses will be allowed to testify and only listed exhibits will be considered for admission into evidence at trial.**

XI. **STIPULATIONS.** Any stipulation as to fact, liability and/or any element(s) of damages must be in writing and signed by all counsel joining in the stipulation.

XII. **OBJECTIONS TO CMO.** Should any party object to the dates and/or deadlines in the Scheduling Order an objection shall be filed within (15) fifteen days of service.

Belle Chasse, Louisiana, this 13th day of March, 2018.

MICHAEL D. CLEMENT, JUDGE

Please serve all counsel of record by certified mail

ATTORNEY
Judy Hallmon

NOTICE OF TRIAL

PLAQUEMINES PARISH

Versus

HILCORP ENERGY CO ET AL, ET AL

Case: 00060999
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: SCHEDULING ORDER - JURY TRIAL

TO: *CHARLES S MCCOWAN III*
KEAN MILLER LAW FIRM
II CITY PLAZA 400CONVENTION ST SUITE 700
PO BOX 3513
BATON ROUGE, LA 70821

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TRIAL for JANUARY 3, 2020 at 9:30 A.M. with jury selection to begin on January 6, 2020, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 13TH day of MARCH, 2018.

Kim Turlich-Vaughan
Clerk of Court

Judy Hadnett
Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, March 15, 2018

Judy Hadnett
Deputy Clerk of Court

[ORIGINAL]

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.LC., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED

FILED:_____ _____

DEPUTY CLERK AUG 23 2019

MEMORANDUM IN SUPPORT OF DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF CHEVRON DEFENDANTS

Defendants, Chevron U.S.A. Inc. in its individual capacity (and as alleged successor to The California Company and Gulf Oil Corporation) and Chevron U.S.A. Holdings Inc. (as alleged successor to Getty Oil Company and Texaco Inc.) (collectively "Chevron Defendants"), submit this memorandum in support of their dilatory and peremptory exceptions.

INTRODUCTION AND FACTUAL BACKGROUND

Plaintiffs filed this case in state court on November 10, 2014. On February 6, 2015, Plaintiffs filed the First Supplemental and Amending Petition for Damages ("Petition"), which is the active pleading in the case.[1] Plaintiffs allege causes of action for negligence, strict liability, public and private nuisance, and breach of contract (on a third party beneficiary theory) against nine oil and gas companies. Plaintiffs' Petition incorporates wholesale the allegations made by Plaquemines Parish ("Parish") in a permit enforcement lawsuit in which the Parish is pursuing statutory claims under Louisiana's State and Local Coastal Resources Management Act ("SLCRMA"). *See Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Nov. 8, 2013); No. 18-05210 (E.D. La.) (stayed) ("*Hilcorp Parish*" or "*Hilcorp Parish Case*").[2]

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[2] Exhibit H-1, Petition for Damages to the Plaquemines Parish Coastal Zone, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Nov. 8, 2013) (without exhibits). The Parish Case was removed to the Eastern District of Louisiana on May 29, 2018 and stayed on June 15, 2018.

Plaintiffs borrow their factual allegations verbatim from the petition in *Hilcorp Parish*. Plaintiffs' core contention is that Defendants' alleged permit violations caused land loss and other harm to their property. In particular, Plaintiffs "allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence—leading to land loss, increased risk of land loss and storm surge, and other damage to Plaintiffs' Property." Petition ¶ 11. In turn, Plaintiffs allege that "land loss is caused when the [alleged] activities . . . present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands." *Id.*

Exhibit C to Plaintiffs' Petition identifies 132 Coastal Use Permit ("CUP") files, all from the State of Louisiana's Department of Natural Resources ("DNR"), relating to activities that allegedly harmed Plaintiffs' properties. Petition ¶ 11 & Exhibit C. Plaintiffs attempt to "enforce" these CUPs via causes of action for negligence, strict liability, public and private nuisance, and breach of contract under a third party beneficiary theory. Petition ¶¶ 14-48. Plaintiffs seek money damages and sweeping injunctive relief, including "restoration of the coastal land loss at issue" and "all manner of abatement and restoration activities determined to be appropriate." *Id.*, "Prayer for Relief."

In Count 5 of the Petition, Plaintiffs accuse the Defendants of breaching the terms and conditions of the CUPs listed in Exhibit C. *See id.* ¶¶ 43-48 & Exhibit C. Plaintiffs allege that "[t]he express and implied obligations and duties contained in the coastal use permits . . . identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property." *Id.* ¶ 44. Plaintiffs contend that they are third-party beneficiaries of the CUPs in Exhibit C because "[p]rovisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs." *Id.* ¶ 45. Plaintiffs do not identify the "provisions" or the "regulatory

framework" they say confer on them third-party beneficiary status. The CUP files identified in Exhibit C do not mention Plaintiffs or otherwise state an intent to benefit Plaintiffs.

Plaintiffs then allege the "Defendants' acts and/or omissions ... *constitute a direct* violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto ... ." *Id.* ¶ 46. Plaintiffs do not identify which "express and implied obligations and duties" the Chevron Defendants allegedly violated (or even which specific permits allegedly were violated).

Plaintiffs allege that, because all Defendants' "operations have caused cumulative and collective impacts to the Plaintiffs' Property ... [t]he only feasible and practical outcome ... is restoration to the area as a whole." *Id.* ¶¶ 49-50.

Plaintiffs' Petition and the *Hilcorp Parish* Petition contain the same vague allegations asserted in *Parish of Plaquemines v. Rozel Operating Co.*[3] In response to the defendants' exceptions of vagueness in *Rozel*, this Court ordered the Parish of Plaquemines to amend its petition to cure its deficiencies, finding that the petition was "vague and factually deficient," and that Louisiana law does not permit Plaquemines Parish to "lump the various defendants together."[4] This Court later applied its ruling in *Hilcorp Parish*, ordering Plaquemines Parish to amend its impermissibly vague petition in that case as well.[5]

Further, like the Plaintiffs in this case, plaintiffs in similar lawsuits pending in the 24th Judicial District Court copied and pasted the same vague allegations into their petitions. The presiding judges in those cases, Judge Sullivan and Judge Enright, both held the allegations in those petitions, which mirror the allegations in Plaintiffs' Petition in this case, to be impermissibly vague. In *Borne v. Chevron U.S.A. Holdings, Inc.*,[6] Judge Sullivan ordered the landowner plaintiffs to replead their claims with specificity in order to comply with the Louisiana Code of Civil Procedure.[7] Upon repleading in *Borne*, the plaintiffs dismissed their

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[3] Exhibit C-1, Petition for Damages to the Plaquemines Parish Coastal Zone, *Par. of Plaquemines v. Rozel Operating Co.*, No. 60-996, Div. B (25th JDC) ("*Rozel* Petition") (without exhibits).
[4] Exhibit C-2, March 20, 2017 Reasons for Judgment, *Rozel*, p. 3; *see also* Exhibit C-3, March 20, 2017 Judgment, *Rozel Case.*
[5] Exhibit H-2, Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Mar. 13, 2018).
[6] No. 744-218, Div. M. (24th JDC). Exhibit B-1, First Supplemental and Amending Petition for Damages, *Borne v. Chevron U.S.A. Holdings, Inc.* (without exhibits).
[7] Exhibit B-2, December 7, 2016 Hearing Tr. 48, *Borne v. Chevron U.S.A. Holdings Inc.*; *see also* Exhibit B-3, January 19, 2017 Order, *Borne v. Chevron U.S.A. Holdings Inc.*

third-party beneficiary breach of contract claim and nine of the eleven defendants.[8] In *Parish of Jefferson v. Atlantic Richfield Company* ("*Jefferson Parish Case*"),[9] Judge Enright found Jefferson Parish's Petition failed to "sufficiently allege particular unlawful activities by the individual [d]efendants," and failed to state which defendants' activities "were allegedly unlawful and the specific harm caused."[10]

Plaintiffs' Petition suffers from the same deficiencies as the petitions in *Rozel*, *Hilcorp Parish*, *Borne*, and the *Jefferson Parish Case*. Like the petitions in those cases, Plaintiffs' Petition is impermissibly vague and does not conform to Louisiana's pleading requirements. Defendants should not be required to respond to the Petition as currently pled.

LAW & ARGUMENT

I. DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY, AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

The exception of vagueness has two primary purposes. First, it "compel[s] the plaintiff to amplify and make more definite his claim in order that [the] defendant may properly prepare his defense." *City of Gretna v. Gulf Distilling Corp.*, 21 So. 2d 884, 889 (La. 1945). Second, it enables the defendant to identify the cause of action so as to bar the future re-litigation of that cause. *Roache v. Alpha Tech. Servs., Inc.*, 2010-1086, p. 6 (La. App. 5 Cir. 6/29/11); 71 So. 3d 520, 523.

Louisiana Code of Civil Procedure article 891 requires a petition "contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891. Moreover, according to Article 891, a petition must, where applicable, comply with the requirements of Articles 855 through 861. Louisiana Code of Civil Procedure article 860 specifically states that "allegations of time and place are material and shall be considered as all other allegations of material matter." La. Code Civ. Proc. art. 860.

Here, Plaintiffs' Petition is deficient.

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[8] Exhibit B-4, Second Supplemental and Amending Petition, *Borne v. Chevron U.S.A. Holdings Inc.*

[9] Exhibit A-1, Petition for Damages to the Jefferson Parish Coastal Zone ("Parish's Petition"), *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768 (24th JDC) (without exhibits).

[10] Exhibit A-3, Reasons for Judgment, *Par. of Jefferson v. Atl. Richfield Co.*, No. 732-768, Div. N(24th JDC) (emphasis added). Exhibit A-2, August 30, 2017 Judgment, *Par. of Jefferson v. Atl. Richfield Co.*

A. Louisiana law requires Plaintiffs to plead facts in support of their allegations.

To the extent unexplained lists of wells and permit files attached to a petition can be considered factual allegations—which they cannot—such allegations are far too vague and ambiguous to meet the most basic pleading requirements of Louisiana law. This is especially true where, as here, Plaintiffs do *not* contend that all or any of the listed wells or permit files represent improper conduct or otherwise form a part of the factual basis for this lawsuit. Code of Civil Procedure Article 891 requires a petition "contain a short, clear, and concise statement of all causes of action arising out of, *and of the material facts of*, the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891 (emphasis added). Louisiana law thus requires fact pleading. *See* La. Code Civ. Proc. arts. 860 & 891.

When a petition does not allege the factual basis of the claims against each defendant individually, the petition is improperly vague and ambiguous. *Spell v. Exec. Officers, Dirs. and/or S'holders of P&W Indus., Inc.*, 316 So. 2d 474, 476 (La. App. 1st Cir. 1975). Because the Petition here does not plead the "material facts of the transaction or occurrence that is the subject matter of the litigation," it falls woefully short of Louisiana pleading standards. *See, e.g., Smart v. Gold, Weems, Bruser, Sues & Rundell*, 2006-1414, p. 5–6 (La. App. 3 Cir. 4/4/07); 955 So. 2d 263, 267.

B. The Petition does not plead the material facts of the alleged unlawful activities.

The deficiencies in Plaintiffs' Petition originate in an earlier lawsuit filed by Plaquemines Parish against these same Defendants. On November 8, 2013, the Parish filed an enforcement action, *Parish of Plaquemines v. Hilcorp Energy Company*, alleging that various oil and gas companies violated coastal use permitting laws within an arbitrarily drawn "Operational Area." Exhibit H-1. In 2014, Plaintiffs—who claim to own land in the same "Operational Area"—filed this tort and contract lawsuit, adopting the Parish's factual allegations in *Hilcorp Parish.*

As explained below, the underlying petition in *Hilcorp Parish* was itself woefully deficient under Civil Procedure article 891. It accused the defendants, vaguely and *en masse,* of violating permitting laws in the conduct of their operations. As support for its claims, the Parish listed a multitude of permit files and wells in exhibits to the petition. But the petition in *Hilcorp*

Parish did not identify any specific act by any specific defendant. The exhibits attached to the *Hilcorp Parish* Petition shed no light on the Parish's allegations because the Parish did not identify a single alleged permit violation or alleged unlawful activity. For that matter, the Parish's Petition did not even allege the listed permit files and wells represented violations—the Parish did not identify any violations at all. *See* Exhibit H-1.

When the Plaintiffs-Landowners here decided to file their own lawsuit, they copied and pasted 22 paragraphs from the *Hilcorp Parish* Petition into their Petition and then alleged as follows: "[b]ased upon the foregoing findings by the Parish of Plaquemines . . . Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area . . . leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property." Petition, ¶ 11. Plaintiffs attached two exhibits listing "Relevant Oil and Gas Wells Operated by Defendants and their Predecessors" (*id.*, Exh. B), and "Coastal Use Permits" (*id.*, Exh. C). *Id.* ¶ 11. How these wells and permits are factually "relevant" is unclear. Plaintiffs' Petition states only that "Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit." *Id.*

The only purported "facts" underlying Plaintiffs' lawsuit—the copied-and-pasted paragraphs from the *Hilcorp Parish* Petition and the laundry-list exhibits of wells and CUP files—do not tell Defendants anything about which of their activities are being challenged as illegal. Like the petition in *Hilcorp Parish*, Plaintiffs' Petition here suffers from multiple core deficiencies:

- Plaintiffs' Petition does not identify *even one* CUP that has allegedly been violated.
- Plaintiffs' Petition does not identify *even one* specific activity that has been conducted without a CUP where one was required.
- Plaintiffs' Petition accuses Defendants as an undifferentiated group, without identifying any alleged violations by individual Defendants.
- Plaintiffs' Petition does not specify when in the past century the alleged violations occurred.
- Plaintiffs' Petition does not identify any specific harm Plaintiffs have suffered from the alleged violations.

C. The purported allegations against the Chevron Defendants are minimal and ill defined.

Plaintiffs' allegations as to the Chevron Defendants are particularly deficient. Plaintiffs do not identify a single activity the Chevron Defendants are accused of having conducted improperly. Plaintiffs attached a list of 586 serial numbers for oil and gas wells to their Petition. Plaintiffs' Petition never identifies any specific act by the Chevron Defendants which caused them damages, nor do they identify where or when the alleged acts occurred. And of course, Plaintiffs do not say which, if any, of these wells allegedly constitute or even relate to unlawful activity. Further, Plaintiffs do not identify which of the wells are located on Plaintiffs' property. Plaintiffs' general statement that "operation of these wells and oilfield activities caused damage and land loss that was not permitted by law or permit" does not satisfy Louisiana's pleading requirements. Petition ¶ 11.

Moreover, while Exhibit C lists 132 CUP files, Plaintiffs do not identify which of those permits are relevant to each property at issue in this suit. Further, Plaintiffs do not set forth one alleged violation of the 132 CUPs listed in the Petition, nor do they connect any act by a Defendant to any CUP which allegedly caused injury to the Plaintiffs. Rather, Plaintiffs' Petition states the Defendants "operated expansive oil and gas facilities *pursuant to Coastal Use Permits* listed in Exhibit C." Petition ¶ 11 (emphasis added). Plaintiffs' Petition fails to set forth how the Defendants are liable to Plaintiffs when they were operating *pursuant* to the CUPs issued by the State of Louisiana. Further, the Louisiana Department of Natural Resources is tasked with enforcing CUPs, and violations are maintained in a publically accessible database by the Department of Natural Resources.[11] Plaintiffs have not identified one enforcement action taken by the Department of Natural Resources related to any of the CUPs listed in Exhibit C to their Petition.

[11] The Louisiana Department of Natural Resources, Office of Coastal Management Division maintains a database that allows the general public to search for and view any enforcement action taken with regard to any CUP issued by the Louisiana Department of Natural Resources. *See* http://reports.dnr.state.la.us/sonris/cmdEnforcement.jsp?sid=PROD (last viewed August 6, 2019). Pursuant to Louisiana Code of Evidence 201, the Court may take judicial notice of the facts set forth in the Office of Coastal Management Division's enforcement database. La. R. Evid. 201; *Welch v. Planning & Zoning Comm'n of E. Baton Rouge Par.*, 16-0253, p. 14 (La. App. 1 Cir. 4/26/17); 220 So. 3d 60, 68; *Phi Iota Alpha Fraternity, Inc. v. Schedler*, 14-1620, p. 8, n.3 (La. App. 1 Cir. 9/21/15); 182 So. 3d 998, 1003 n.3; *State v. Carpenter*, 00–436, pp. 7–8 (La. App. 3 Cir. 10/18/00); 772 So. 2d 200, 206 (Pursuant to Louisiana Rule of Evidence 201(B)(2) a court may take judicial notice of information maintained on a government website as it is deemed facts which are accurate and readily determinable from sources whose accuracy cannot be reasonably questioned).

Overall, Plaintiffs have not given the Chevron Defendants any factual information about which activities are alleged to be unlawful. The Chevron Defendants must guess how they are liable for the supposed breach of CUPs, or for damages to Plaintiffs' property caused by operations elsewhere. Plaintiffs' bare-boned allegations do not come close to stating critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache*, 71 So. 3d at 524 ("[W]e find the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a time period of forty-six years, do not meet the requirements of La. C.C.P. art. 891.").

Finally, Plaintiffs cannot escape Louisiana's fact-pleading requirement by alleging environmental damage or solidary liability. In analogous cases involving claims of solidary liability for property damage from historical oil and gas operations, courts have sustained vagueness exceptions where, as here, the plaintiffs failed to make particularized allegations.[12] For example, this Court, in *Alford v. Chevron U.S.A. Inc.*, reviewed a petition involving claims of property damage and contamination from oil and gas operations. *See* Exhibit D. Although the Alford plaintiffs attached encyclopedic exhibits to their petition, the exhibits did not reveal the factual allegations against the individual defendants. For that reason, this Court found that Alford's Petition was "not a short, clear and concise statement of the causes of action being asserted." *Id.* at 3. This Court noted that the "*sheer volume of the documents attached to the petition makes it nearly impossible . . . for the individual defendants to discern the factual basis for the causes of action being asserted against them.*" *Id.* (emphasis added). In particular, the Court found the petition deficient because it "assert[ed] causes of action against the defendants collectively without differentiating the factual basis [of] the allegations against each defendant individually." *Id.* This Court thus granted the exception of vagueness and ordered plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. *Id.*; *see also*, *Devillier v. Chevron U.S.A. Inc.*, Exhibit E, at p. 2 (sustaining vagueness exception and ordering plaintiffs to identify, among other things, specific acts by specific defendants causing

[12] *See, e.g., Alford v. Chevron U.S.A., Inc.* (Judge Clement, 25th Judicial District Court) (Exhibit "D" hereto); *Devillier v. Chevron U.S.A. Inc.* (Judge Harris, 27th Judicial District Court) (Exhibit "E" hereto); *Conner v. Adams Resources Exploration Corp.* (Judge Hebert, sitting *ad hoc*, 31st Judicial District Court) (Exhibit "F" hereto).

specific harm and to specify facts giving rise to defendants' individual liability, including relevant time and locations); *Conner v. Adams Resources Exploration Corp.*, Exhibit F (granting vagueness exception and ordering plaintiffs to specify the nature of the alleged contamination and its source, identify specifically the complained-of activities of each defendant, and allege how each contract attached to the petition was breached).

D. Plaintiffs' Petition suffers from the same impermissible vague allegations as the petitions in the *Rozel*, *Hilcorp Parish*, *Borne*, and *Jefferson Parish cases.*

Plaintiffs' Petition duplicates the same vague allegations set forth by Plaquemines Parish in the *Rozel* and *Hilcorp Parish* Petitions.[13] This Court ruled that these allegations were impermissibly vague and failed to conform to Louisiana's pleading requirements:

> The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant.[14]

Judge Sullivan in the 24th Judicial District Court, when presented with virtually identical allegations as those in Plaintiffs' Petition in this action, also held such allegations did not satisfy Louisiana's pleading requirements. On January 19, 2017, Judge Sullivan granted the defendants' exception of vagueness in *Borne*.[15] Exhibit B-3. In *Borne*, the plaintiffs—represented by the same counsel as Plaintiffs here—copied and pasted allegations set forth by Jefferson Parish in the *Jefferson Parish Case* to enforce CUPs allegedly violated by various defendants. *See* Exhibit B-1, *Borne* Petition, ¶¶ 15(a)-(v).[16] Plaintiffs here assert the same causes of action against Defendants as the *Borne* plaintiffs: (1) negligence; (2) strict liability; (3) public nuisance; (4) private nuisance; and (5) breach of contract – third party beneficiary. *Id.*

In *Borne*, the defendants raised the dilatory exception of vagueness, ambiguity, and nonconformity of the petition with article 891 of the Louisiana Code of Civil Procedure. At the hearing on the exception, Judge Sullivan found the case was a "complicated matter with a number of allegations made against a number of Defendants." Exhibit B-2 at 48. He granted the

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[13] *Compare* Petition ¶¶ 10(a)-v with Exhibit C-1 *Rozel* Petition ¶¶ 3-7, 14, 16-31 and Exhibit H, *Hilcorp* Petition ¶¶ 3-7, 14, 16-31.

[14] Exhibit C-2, p. 3, March 20, 2017, Reasons for Judgment, *Rozel*; *see* Exhibit H-2, Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Mar. 13, 2018).

[15] Exhibit B-2, January 19, 2017 Order, *Borne v. Chevron U.S.A. Holdings, Inc.* (granting Dilatory Exceptions of Vagueness, Ambiguity of the Petition, and Non-Conformity of the Petition with La. C. Civ. P. art. 891).

[16] *Compare* Petition 10(a)-v with Exhibit B-1, *Borne* Petition ¶¶ 15(a)-v.

exception, stating "**Article 891 does require more specificity with regard to the particular Defendants.**" *Id.* (emphasis added). In response, the plaintiffs amended their petition in *Borne*, and the result barely resembled the original petition.[17] The property description changed, 9 of the 11 defendants were no longer named in the suit, a large number of wells were deleted, and the third party beneficiary claim was dropped.

After this Court's ruling in *Rozel* and Judge Sullivan's ruling in *Borne*, Judge Enright, granted the defendants' exceptions of vagueness and nonconformity with article 891 in the *Jefferson Parish Case.*[18] Judge Enright found the allegations in Jefferson Parish's Petition, which are virtually identical to the allegations in the *Rozel, Hilcorp Parish*, and *Borne* Petitions and Plaintiffs' Petition in this lawsuit, failed to identify particular unlawful activities by each defendant and the specific harm allegedly caused by each defendant's actions. These deficiencies prevented the defendants from identifying the causes of action and preparing their defenses:

> The petitions[19] in this matter do not give the required notice to the specific defendants of the necessary elements of the alleged actionable activity. The petitions fail to identify which specific activities are at issue. The petitions allege permit violations and activities that were conducted without a permit when one was required and also identify particular wells and coastal use permits. However, ***the petitions do not sufficiently allege particular unlawful activities by the individual Defendants, including allegations of time and place. The petitions fail to state which activities of which Defendants were allegedly unlawful and the specific harm caused.*** There is no statement in the petitions of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation. ***The petitions do not enable defendants to prepare their defenses or identify the causes of action so as to bar future re-litigation.***[20]

Plaintiffs' Petition relies on the same allegations as *Rozel, Hilcorp Parish, Borne*, and the *Jefferson Parish Case* petitions —allegations that this Court, Judge Sullivan, and Judge Enright previously held were vague and did not satisfy Louisiana's pleading requirements. Plaintiffs' Petition suffers from the same deficiencies as those petitions:

- All three petitions allege that certain of Defendants' activities violated SLCRMA and caused damages in the Coastal Zone, but never state which activities violated specific

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[17] Exhibit B-4, Second Supplemental and Amending Petition, *Borne v. Chevron U.S.A. Holdings Inc.*,

[18] Exhibit A-2, August 30, 2017 Judgment, *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768, Div. N (24th JDC) (citation omitted).

[19] The Louisiana Attorney General and the Louisiana Department of Natural Resources, Office of Coastal Management, intervened on behalf of the State of Louisiana in the Parish Case.

[20] Exhibit A-3, Reasons for Judgment, *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768, Div. N, 24th Judicial District Court (emphasis added) (citation omitted).

permits, when and where these activities occurred in the Operational Area, or what damage was caused by each alleged violation. *See* Plaintiffs' Petition ¶ 15(a), *Rozel* Petition ¶ 3, *Hilcorp Parish* Petition ¶ 3, *Borne* Petition ¶ 15(a), *Jefferson Parish Case* Petition ¶3.

- All three petitions allege the "Defendants have engaged in uses[21] of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et. seq.*," but never state which activities Defendants engaged in that constituted a "use" under SLCRMA, nor do they state the date and location of each alleged violation of SLCRMA. Plaintiffs' Petition ¶ 15(f), *Rozel* Petition ¶ 14, *Hilcorp Parish* Petition ¶ 14, *Borne* Petition ¶ 15(f), *Jefferson Parish Case* Petition ¶ 17.

- The petitions allege that Defendants failed to use the "best practical techniques to prevent the release of pollutants or toxic substances" and that their activities "resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities." Plaintiffs' Petition ¶ 15(h), *Rozel* Petition ¶ 17, *Hilcorp Parish* Petition ¶ 17, *Borne* Petition ¶ 15(h), *Jefferson Parish Case* Petition ¶ 14. However, each petition fails to identify the allegedly deficient technique used by each defendant, the date or location where the technique was in use, or the substances allegedly released.

- The petitions allege that Defendants dredged "numerous canals" and "in some instances exceeded the limit of the coastal use permits issued in connection with the dredging of such canals." They further allege that the design, construction, and maintenance of the unidentified canals did not use the best practical techniques. Plaintiffs' Petition ¶ 15(p), *Rozel* Petition ¶ 25, *Hilcorp Parish* Petition ¶ 25, *Borne* Petition ¶ 15(p), *Jefferson Parish Case* Petition ¶ 25. None of the petitions identify the permits which were violated, the canals at issue, the dates of the alleged activity, or the defendant who engaged in the alleged activity.

The foregoing are just a few examples of the broad allegations asserted by Plaintiffs that were found to be impermissibly vague in the *Rozel*, *Hilcorp Parish*, *Borne* and the *Jefferson Parish* cases. Like the petitions in those cases, Plaintiffs' Petition fails to plead material facts as required by the Louisiana Code of Civil Procedure. Accordingly, this Court should order Plaintiffs to amend their Petition to state specific facts supporting their claims, including which individual permits they allege were violated, by whom, where, when, and how, and the injuries that they allege resulted from each permit violation. Further, Plaintiffs must identify the basis for claiming that all Defendants should be held solidary liable for all of their alleged injuries. Absent such factual allegations against the Chevron Defendants, Plaintiffs' claims must be dismissed.

II. PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

The Chevron Defendants move for a peremptory exception of no cause of action under article 927 of the Louisiana Code of Civil Procedure. A peremptory exception of no cause of action tests the "legal sufficiency of the petition by determining whether the law affords a

[21] "Uses" is defined in Louisiana Revised Statute 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters."

remedy on the facts alleged in the pleading." *Everything on Wheels Subaru, Inc. v. Subaru S., Inc.*, 616 So. 2d 1234, 1235 (La. 1993). Although ordinarily no cause of action exceptions are decided solely based on the face of the petition, "an exception to this rule has been recognized by the jurisprudence, and a court may consider evidence admitted without objection to enlarge the pleadings." *Maw Enterprises, L.L.C. v. City of Marksville*, 2014-0090, p. 7 (La. 9/3/14); 149 So. 3d 210, 215. A court also may consider exhibits to a petition in deciding an exception of no cause of action. *See Leidenheimer v. Schutten*, 194 So. 32, 33 (La. 1940).

Thus, the question in deciding an exception of no cause of action is whether the petition states sufficient facts to support the causes of action asserted. Mere statements of the elements of a cause of action "are not allegations of fact . . . but conclusions of law" and "cannot form the basis of a cause of action, which under our system of fact pleading must be based on facts from which such conclusions may be drawn." *Batson v. Cherokee Beach & Campgrounds, Inc.*, 428 So. 2d 991, 993 (La. App. 1 Cir. 1983) (same); *see also Perniciaro v. McInnis*, 2018-0113, p. 17 (La. App. 4 Cir. 9/7/18); 255 So. 3d 1223, 1239, *writ denied*, 2018-1659 (La. 12/17/18); 259 So. 3d 342 (same).

Louisiana law recognizes that a court may grant an exception of no cause of action as to some asserted causes of action but not others. "If two or more causes of action are based on separate and distinct operative facts, partial grants of the exception of no cause of action may be rendered, while preserving other causes of action." *Hand v. Hand*, 99-2420, p. 2 (La. App. 1 Cir. 12/20/02); 834 So. 2d 619, 622; *see also Everything on Wheels Subaru, Inc.*, 616 So. 2d at 1239 (in a case involving multiple causes of action "a judgment partially maintaining the exception as to one separate and distinct cause of action is generally appropriate").

An exception of no cause of action is the proper procedural device for asserting that the law does not afford a remedy to a plaintiff for a breach of contract claim, whether because there is a lack of privity of contract or because plaintiff is not an intended third-party beneficiary of a contract. *See Robinson v. N. Am. Royalties, Inc.*, 463 So. 2d 1384, 1387–88 (La. App. 3 Cir. 1985) (sustaining no cause of action exception absent privity of contract between plaintiff and defendant); *Pearl River Basin Land & Dev. Co. v. State ex rel. Governor's Office of Homeland Sec. & Emergency Preparedness*, 2009-0084, p. 7 (La. App. 1 Cir. 10/27/09); 29 So. 3d 589, 594

(sustaining no cause of action exception where plaintiff failed to state a cause of action as a third party beneficiary to a contract); *see also Niland's Funeral Serv., Inc. v. Stanley*, 96-0378, p. 6 (La. App. 1 Cir. 11/8/96); 684 So. 2d 982, 985 ("An exception of no cause of action is a proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract."); *Long v. Jeb Breithaupt Design Build Inc.*, 44,002, p. 17 (La. App. 2 Cir. 2/25/09); 4 So. 3d 930, 941–42 (homeowner had no cause of action for breach of contract in action for negligence of subcontractor because homeowner had no privity of contract with subcontractor); *Young v. Branch*, 2010-81, p. 3 (La. App. 5 Cir. 5/25/10); 40 So. 3d 1097, 1099 (recognizing "the exception of no cause of action is the proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract").

Because a contract to benefit a third party (a stipulation *pour autrui*) "is never presumed," Plaintiffs bear the burden of pleading and proving both the existence of a contract and that the contract, if any, manifests "a clear intention to benefit [Plaintiffs]." *Joseph v. Hosp. Serv. Dist. No. 2 of Parish of St. Mary*, 2005-2364, p. 9 (La. 10/15/06); 939 So. 2d 1206, 1212; *see also* La. C.C. art. 1831 ("A party who demands performance of an obligation must prove the existence of the obligation."). Plaintiffs here cannot make the requisite showing to support their breach of contract claim because (1) the permits Plaintiffs seek to enforce are not contracts under Louisiana law, and (2) even if the permits could be viewed as contracts, Plaintiffs are not intended third-party beneficiaries of the CUPs.

A. Coastal use permits are not contracts under Louisiana law.

The elements of a breach of contract claim are (1) an enforceable obligation, (2) failure to perform, resulting in a breach, and (3) resulting damages to the nonbreaching party. *Sanga v. Perdomo*, 14-609, p. 7 (La. App. 5 Cir. 12/30/14), 167 So. 3d 818, 822. "Generally, the damages in breach of contract cases are governed by the four corners of the contract." *Id.* (citing *Corbello v. Iowa Prod.*, 850 So.2d 686, 714 (La. 2003)). "A party who demands performance of an obligation must prove the existence of the obligation." La. Civ. Code art. 1831. Thus, the existence of an enforceable contract is a necessary element of Plaintiffs' third-party beneficiary claims. *See Joseph*, 939 So. 2d at 1212; *see also Creely v. Leisure Living, Inc.*, 437 So. 2d 816, 820 (La. 1983) (plaintiff could not recover under third-party beneficiary theory because "there

was no proof of the existence of an enforceable" agreement upon which to base the claim). To prevail on their cause of action for breach of contract, Plaintiffs must show the CUPs they seek to enforce are contracts under Louisiana law. But as courts in Louisiana and elsewhere have held, permits are licenses, not enforceable contracts.[22]

Louisiana Civil Code article 1906 defines a contract as "an agreement by two or more parties whereby obligations are created, modified, or extinguished." The Louisiana Supreme Court has defined the term "permit" as a "license, revocable at will, granted by a competent authority, by which some restraint or illegality is removed." *Gordy v. Maestri*, 170 La. 281, 288 (La. 1930) (distinguishing contracts and licenses); *see also Comm'n on Ethics for Pub. Emps. v. IT Corp.*, 423 So. 2d 695, 703–04 (La. App. 1 Cir. 1982) (characterizing permits as licenses rather than contracts).

Louisiana courts have held expressly that permits are not contracts. For example, in *Toye Bros. Yellow Cab Co. v. Cooperative Cab Co.*, the Louisiana Supreme Court rejected a taxi company's argument that it had a contract with the City of New Orleans, finding that, "[t]he plaintiff merely has a license or permit" and "[a] license is not a contract nor property in any constitutional sense." 7 So. 2d 353, 354 (La. 1942). Likewise, in *Louisiana Oyster & Fish Co. v. Police Jury, Parish of Assumption*, the Supreme Court held that "[a] license or permit granted under a police regulation is not a contract, and it cannot give rise to vested or proprietary rights." 52 So. 685, 686 (La. 1910). And in *Shreveport v. P. Draiss & Co.*, the Supreme Court recognized that a license is not a contract, and it does not confer a vested right in the licensee. 111 La. 511, 514 (La. 1904).

For this reason, courts have held that permits do not give rise to third-party beneficiary claims. In *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tennessee Gas Pipeline Company, LLC ("Levee Board Case")*, the U.S. District Court for the Eastern District of Louisiana held that federal dredging permits—which closely resemble the CUPs at issue here—are not contracts enforceable under a third-party beneficiary theory. 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015). In its Petition, the plaintiff Levee Board "characterize[d]

[22] Whether private landowners are third-party beneficiaries of CUPs is a pure issue of law that should be settled on a *no cause of action exception.*

. . . the dredging permits at issue as 'contracts' between Defendants and the United States Army Corps of Engineers" and sought to enforce those permits as an alleged third-party beneficiary. *Id.* at 645. The court dismissed the Levee Board's breach of contract claim, finding the Levee Board "cite[d] no authority . . . for the proposition that the third party beneficiary doctrine applies outside of a contractual relationship." *Id.* The court explained that, because "[c]ourts have consistently held that neither a permit nor a license are contracts, . . . the [c]ourt [could] not find that the dredging permits at issue constitute[d] contracts, such that the third party beneficiary doctrine [would be] applicable."[23] *Id.* & n.259 (collecting cases). The Levee Board chose not to appeal the dismissal of this claim. *See Bd. of Comm'rs of Se. La. Flood Prot. Auth.-E. v. Tenn. Gas Pipeline Co., LLC*, No. 15-30162, at x n.2 (5th Cir. May 20, 2015) (Brief of Appellant) ("The Authority does not appeal the dismissal of [the breach of contract] cause of action.").[24]

Plaintiffs here assert the same argument the plaintiffs originally attempted in the *Levee Board Case*: they characterize CUPs as "contracts" between Defendants and the State of Louisiana and asserts that, as landowners, they are third-party beneficiaries of those permits. But no court has ever found that CUPs are enforceable as contracts under a third-party beneficiary theory. To the contrary, under governing authority from the Louisiana Supreme Court, permits issued by governmental authorities are not contracts and, therefore, cannot be enforced via a breach-of-contract cause of action. Plaintiffs' cause of action for breach of contract must be dismissed as a matter of law.

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[23] Authorities from other jurisdictions are in accord. For example, in *Candelaria v. BC General Contractors, Inc.*, 600 N.W.2d 348, 356 (Mich. Ct. App. 1999), the Court of Appeals of Michigan held that a plaintiff could not maintain a third-party beneficiary claim against a holder of a state permit because the permit "was not a contract, but rather a grant of permission," and for a third-party beneficiary to enforce a promise, it must be made by way of a contract. Similarly, in *See also Chance Mgmt., Inc. v. South Dakota*, 97 F.3d 1107, 1119 (8th Cir. 1996) ("Public licensure is not generally contractual in nature: a license neither grants the licensee a property right nor creates a mutual obligation."); *Lichterman v. Pickwick Pines Marina, Inc.*, 2010 WL 1709980, at *2 (N.D. Miss. Apr. 23, 2010) (defining a license as "[a] permit, granted by an appropriate governmental body, generally for a consideration, to a person, firm or corporation to pursue some occupation or to carry on some business subject to regulation under the police power. A license is not a contract between the [granting governmental body] and the licensee, but is a mere personal permit."); *Shaw v. Cty. of San Diego*, 2005 WL 1654996, at *6 n.7 (Cal. Ct. App. July 15, 2005) ("To the extent Shaw is alleging a claim for breach of contract based on the County's issuance of either the grading permit or the improvement permit, we conclude that such a claim fails as a matter of law because a permit is not a contract."); *In re Pyramid Co. of Onondaga v. N.Y.S. Dep't of Labor*, 223 A.D.2d 285, 288 (N.Y. 1996), *superseded by statute on other grounds* (holding that permits for road construction are not contracts and "merely grant petitioner a right to access the State highway under prescribed terms and conditions"); *California Pub. Interest Research Grp. v. Shell Oil Co.*, 840 F. Supp. 712, 716 (N.D. Cal. 1993) ("A NPDES permit is not a contract; rather it is a legally enforceable rule drafted by a regulatory agency.").

[24] Exhibit G.

B. Plaintiffs are not intended third-party beneficiaries of CUPs.

In nearly a century of federal and state permitting authority under a host of environmental statutes and regulations, no Louisiana court has ever found that a landowner was a third-party beneficiary of a permit issued for oil and gas activities. Even assuming for the sake of argument that a state permit could be considered a contract, parties like Plaintiffs could constitute, at most, *incidental* beneficiaries who lack legal authority to sue for alleged permit violations.

The Louisiana Supreme Court has articulated three criteria to be considered in determining whether a party stipulated a benefit for a third party: "1) the stipulation for a third party is manifestly clear; 2) there is certainty as to the benefit provided the third party; and 3) the benefit is not a mere incident of the contract between the promisor and the promisee." *Joseph*, 939 So. 2d at 1212. The Court emphasized that, when applying these criteria, the court must "ultimately rely on the words of [La. Civ. Code] Article 1978 that the contract must 'stipulate a benefit for a third person.'" *Id.* (quoting La. Civ. Code art. 1978).

"The most basic requirement of a stipulation *pour autrui* is that the contract manifest a ***clear intention to benefit the third party***; absent such a clear manifestation, a party claiming to be a third party beneficiary cannot meet his burden of proof." *Id.* at 1212 (emphasis added) (citing *Paul v. La. State Emps. Grp. Benefit Program*, 99-0897, pp. 7-8 (La. App. 1 Cir. 5/12/00); 762 So. 2d 136, 141–42). "[T]o establish a stipulation *pour autrui*, ***the third-party relationship must form the consideration for a condition of the contract, and the benefit may not be merely incidental to the contract***." *Paul*, 762 So. 2d at 140 (emphasis added) (citing *Concept Design, Inc. v. J.J. Krebs & Sons, Inc.*, 96–1295, p. 5 (La. App. 4th Cir. 3/19/97); 692 So. 2d 1203, 1205–06). A party may "derive a benefit from a contract to which he is not a party without being a third party beneficiary." *Joseph*, 939 So. 2d at 1214. In such circumstances, "any benefit created by the contract in favor of the [third party] [is] only incidental." *Id.* Courts have described this as a requirement that the contract was made to discharge a legal obligation that the promisee owed to the third-party beneficiary. *See id.*

Here, Plaintiffs do not and cannot identify any permit provision that reflects any intent (much less the requisite "clear intent") to benefit Plaintiffs. Every CUP file listed in the Petition reflects an application from an operator to the DNR for a permit to conduct an activity along the

coast. Plaintiffs are not even mentioned in the CUPs they seek to enforce. Because a stipulation for the benefit of a third party must be "***manifestly clear***," *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267, p. 50 (La. 10/25/11); 79 So. 3d 246, 283 (emphasis added), Plaintiffs' inability to point to any manifestation of such intent in any CUP is fatal to their claim. Plaintiffs are simply *one* of *countless* third parties who might claim a generalized interest in coastal erosion. Where the performance of a contract creates an indeterminate benefit that accrues to the population at large, the benefit is only incidental and the beneficiaries have no right to enforce the contract. *See id.*; *Joseph*, 939 So. 2d at 1214. Plaintiffs' contention that they are third-party beneficiaries of CUPs is meritless.

Courts in Louisiana and elsewhere have consistently rejected claims similar to those of Plaintiffs. As explained, the plaintiff in the *Levee Board Case* asserted a breach-of-contract claim nearly identical to Plaintiffs' cause of action here. In dismissing the Levee Board's contract claim, the federal district court held not only that permits are not enforceable contracts, but also that "[e]ven if the permits were construed as contracts . . . [the Levee Board] ha[d] not and [could] not establish that it [was] an intended third party beneficiary under the terms of the permits." 88 F. Supp. 3d at 645–46. As is the case here, the Levee Board "[did] not poin[t] to any language within the permits that it was intended to benefit from the contract." *Id.* at 646. Instead, the court found that "the permits ... were issued for the purpose of complying with federal regulatory schemes," and that "any benefit that might flow to Plaintiff pursuant to the permits is merely incidental." *Id.* On appeal, the Levee Board did not challenge this holding. The relevant facts here are indistinguishable: irrespective whether Plaintiffs benefitted from CUPs issued to Defendants and other permittees, Plaintiffs are merely *incidental beneficiaries* of the state coastal management regime without standing to enforce CUPs as contracts.

Similarly, in *City of Shreveport v. Gulf Oil Corporation* (a case that, unlike this one, involved an actual contract), the City of Shreveport brought an action against Gulf Oil Company alleging that Gulf failed to provide gasoline to the city pursuant to a contract between Gulf and the State of Louisiana, thereby damaging the city. 431 F. Supp. 1, 1 (W.D. La. 1975), *aff'd*, 551 F.2d 93 (5th Cir. 1977). The court found the contract provided "some benefit" to the city: in a time of serious inflation and energy shortage, Shreveport could purchase its fuel needs at a

modest cost when compared to the market price. *Id.* at 4. But "[t]he contract was not made to obtain discharge of any legal obligation owed by the State to Shreveport . . . [and] the advantage which would accrue to the City would not beneficially affect the State." *Id.* Thus, the advantage to Shreveport was "an easily seen . . . incidental benefit," that was legally insufficient to create a third-party beneficiary relationship. *Id.* at 5.

The Louisiana Supreme Court in *Joseph* relied on *City of Shreveport* to reject third-party beneficiary claims made by a group of doctors for breach of a contract between a hospital and a provider of anesthesia services. 939 So.2d at 1208–09. As in *City of Shreveport*, the court concluded that "there is no obligation owed by the Hospital to the individual doctors which will be discharged by performance of the contract because the contract provides no direct benefit to the doctors." *Id.* at 1214. The same is true here: because the permits listed in the Petition were not issued to discharge a legal obligation that the State owed the private landowner plaintiffs, private landowner plaintiffs are at most incidental beneficiaries. The *Joseph* court emphasized that "not every promise, performance of which may be advantageous to a third person, will create in him an actionable right. The problem is to separate the cases where an advantage has been stipulated from those where the advantage relied upon is merely an incident of the contract between the parties." *Id.* at 1212–13 (quoting J. Denson Smith, *Third Party Beneficiaries in Louisiana: The Stipulation Pour Autrui*, 11 TULANE L. REV. 18, 28 (1936)).

Just like plaintiff in the *Levee Board Case*, Plaintiffs here invite the Court "to erase the legal distinction between intended and incidental beneficiaries, which would create numerous third-party beneficiaries under the so-called contracts." *See* 88 F. Supp. 3d at 646 & n.266 (citing *Kane Enters. v. MacGregor (USA) Inc.*, 322 F.3d 371, 376 (5th Cir. 2003)). The Court should decline Plaintiffs' invitation, grant the exception of no cause of action, and dismiss Count 5 of Plaintiffs' Petition.

CONCLUSION

The Court should order Plaintiffs to amend the Petition to state with particularity the facts that form the basis of their claims. Further, because the CUPs identified in Exhibit C are not contracts, and because Plaintiffs are not intended third-party beneficiaries of those CUPs, the

Court should grant Chevron Defendants' exception of no cause of action and dismiss Count 5 of Plaintiffs' Petition.

Respectfully submitted,
KEAN MILLER LLP

Charles S. McCowan III (#19699)
trey.mccowan@keanmiller.com
Pamela R. Mascari (#25162)
pam.mascari@keanmiller.com
II City Plaza
400 Convention St., Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

KEAN MILLER LLP
Michael R. Phillips (#21020)
mike.phillips@keanmiller.com
Claire E. Juneau (#33209)
claire.juneau@keanmiller.com
909 Poydras, Suite 3600
New Orleans, LA 70112
Telephone: (504) 585-3050
Facsimile: (504) 585-3951

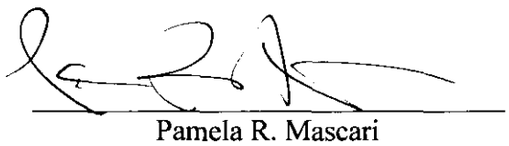
-and-

SUSMAN GODFREY L.L.P.
Eric J. Mayer (#14184)
emayer@susmangodfrey.com
Alexandra White (#29478)
lwhite@susmangodfrey.com
Johnny Carter (#37985)
jcarter@susmangodfrey.com
1000 Louisiana Street, Suite 5100
Houston, Texas 77002-5096
Telephone: (713) 651-9366
Facsimile: (713) 654-6666

Attorneys for Defendant Chevron U.S.A. Inc. and Chevron U.S.A. Holdings

CERTIFICATE OF SERVICE

I certify that on August 16, 2019, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.



Pamela R. Mascari

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.LC., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, LLC, MOSAIC GLOBAL HOLDINGS INC.

FILED
AUG 23 2019
DEPUTY CLERK

FILED:_____ _____
DEPUTY CLERK

EXCEPTIONS ON BEHALF OF CHEVRON DEFENDANTS

Defendants, Chevron U.S.A. Inc. in its individual capacity (and as alleged successor to The California Company and Gulf Oil Corporation) and Chevron U.S.A. Holdings Inc. (as alleged successor to Getty Oil Company and Texaco Inc.) (collectively "Chevron Defendants"), except to Plaintiffs' First Supplemental and Amending Petition for Damages ("Petition") as follows and as set forth in the accompanying memorandum.

DILATORY EXCEPTION OF VAGUENESS AND/OR AMBIGUITY AND FAILURE TO COMPLY WITH ARTICLE 891 OF LOUISIANA CODE OF CIVIL PROCEDURE

1.

Pursuant to Louisiana Code of Civil Procedure article 926, the Chevron Defendants assert that Plaintiffs' Petition is impermissibly vague and ambiguous and fails to comply with Louisiana Code of Civil Procedure article 891.

2.

The Chevron Defendants assert the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure article 926(A)(5) on the grounds the Petition filed in this matter makes vague, collective allegations against nine Defendants, without providing even the most basic information about the Plaintiffs' claims or the complained of activities of

Defendants. The Petition's excessive vagueness prevents the Chevron Defendants from properly forming a response and preparing a defense in this matter.

3.

The Chevron Defendants also assert the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure article 891 pursuant to Louisiana Code of Civil Procedure article 926(A)(4). The Petition does not "contain a short, clear and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by article 891.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION REGARDING COUNT 5: "BREACH OF CONTACT - THIRD PARTY BENEFICIARY" CLAIMS

4.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, the Chevron Defendants assert the peremptory exception of no cause of action as to Count 5 of Plaintiffs' Petition, entitled "Breach of Contract – Third Party Beneficiary."

5.

In Count 5 of Plaintiffs' Petition Plaintiffs allege the Chevron Defendants "breached" various Louisiana-issued coastal use permits ("CUPs").

6.

Even though permits are not contracts under Louisiana law, and even though Plaintiffs are not mentioned in the CUPs, Plaintiffs claim they are somehow third-party beneficiaries to the CUPs.

7.

Because CUPs are not contracts as a matter of law, and because Plaintiffs are not intended beneficiaries of the CUPs, Plaintiffs cannot pursue a breach of contract claim premised on alleged violations of the CUPs. Accordingly, Plaintiffs' third-party beneficiary claim should be dismissed.

ADOPTION OF OTHER EXCEPTIONS

8.

The Chevron Defendants adopt, under Article 853 of the Louisiana Code of Civil Procedure, any and all exceptions pled by any and all Defendants herein, to the extent those exceptions apply to the Chevron Defendants. Additionally, the Chevron Defendants reserve the right to urge any additional exceptions based upon facts uncovered through discovery.

RULE 9.8 STATEMENT

9.

Pursuant to Uniform Local Rule of Court 9.8(a), the Chevron Defendants state that this matter is not presently set for trial and give notice that they do not intend to introduce testimony at the hearing in support of the foregoing exceptions. The Chevron Defendants reserve the right to introduce testimony upon proper notice to Plaintiffs.

WHEREFORE, Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. pray that their exceptions be granted and that the Plaintiffs' claims be dismissed at Plaintiffs' cost.

Respectfully submitted,
KEAN MILLER LLP

Charles S. McCowan III (#19699)
trey.mccowan@keanmiller.com
Pamela R. Mascari (#25162)
pam.mascari@keanmiller.com
II City Plaza
400 Convention St., Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

KEAN MILLER LLP
Michael R. Phillips (#21020)
mike.phillips@keanmiller.com
Claire E. Juneau (#33209)
claire.juneau@keanmiller.com
909 Poydras, Suite 3600
New Orleans, LA 70112
Telephone: (504) 585-3050
Facsimile: (504) 585-3951

-and-

SUSMAN GODFREY L.L.P.
Eric J. Mayer (#14184)
emayer@susmangodfrey.com
Alexandra White (#29478)
lwhite@susmangodfrey.com
Johnny Carter (#37985)
jcarter@susmangodfrey.com
1000 Louisiana Street, Suite 5100
Houston, Texas 77002-5096
Telephone: (713) 651-9366
Facsimile: (713) 654-6666

Attorneys for Defendants Chevron U.S.A. Inc. and Chevron U.S.A. Holdings

CERTIFICATE OF SERVICE

I certify that on August 16, 2019, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.

Pamela R. Mascari

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.LC., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing exceptions filed on behalf of Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. (collectively "Chevron Defendants");

IT IS HEREBY ORDERED, that Plaintiffs show cause on the ____ day of _____, 2019, at __:___ __.m., why the Chevron Defendants' exceptions should not be granted.

This ____ day of _____, 2019, _____, Louisiana.

_____
DISTRICT COURT JUDGE

Please serve Plaintiffs' counsel:
Gladstone N. Jones, III
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
Rose Murray
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____ _____ DEPUTY CLERK

FILED
NOV 08 2013
S/ LANA H. COLUDROVICH
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT H-1

FILED
AUG 22 2019
DEPUTY CLERK

2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South America Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste.. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to **Phillips Oil Company**, and **Phillips Petroleum Company**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company, McMoran Production Company**;

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to **Louisiana Gas Service Exploration Program**;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and **Louisiana Gas Service Exploration Program**; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to **Valero Producing Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq*.

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq*. The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

PLEASE SERVE THE PETITION FOR DAMAGES:

HILCORP ENERGY COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ANADARKO E&P ONSHORE, LLC
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OFFSHORE INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

GULF PRODUCTION COMPANY, INC.
Through its registered agent for service of process:
James R. Robin
2301 South America Street
Covington, LA 70433

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

BP AMERICA PRODUCTION COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

FREEPORT-MCMORAN OIL & GAS LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

JUNE ENERGY, INC.
Through its registered agent for service of process:
Lana J. Hingle
8320 Sycamore Place
Belle Chasse, LA 70037

VIRGIN OFFSHORE U.S.A., INC.
Through its registered agent for service of process:
Patrick Shelby
201 St. Charles Ave., Ste. 4000
New Orleans, LA 70170.

ROYAL "T" OIL CO., INC.
Through its registered agent for service of process:
Charles M. Reeves
548 W. William David Parkway #304
Metairie, LA 70005

CITIZENS COMMUNICATIONS COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LGS NATURAL GAS COMPANY
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

DEVON ENERGY PRODUCTION COMPANY, L.P.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P. O. Box 6028
San Ramon, CA 94583

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-999 DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, ET AL.

SCHEDULING ORDER - JURY TRIAL

FILED
MAR 13 2018
DEPUTY CLERK

By Order of the Court, the following dates are established:

I. TRIAL DATES. The trial of this matter has been scheduled as a JURY trial, first setting, beginning on **January 3, 2020 at 9:30 a.m., with jury selection to begin on January 6, 2020.** The court scheduled **eight (8) weeks** for the jury trial. The counsel for all parties should be present at 9:30 a.m. on the first morning of trial for discussion of any preliminary matters that may be necessary. Jury trials are generally held in our temporary facility at 450 F. Edward Hebert Boulevard, Belle Chasse, Louisiana, but please call 504-934-6733 prior to trial to confirm this location.

II. ANSWERS & AMENDMENTS. Plaintiff is to amend its Petition to cure vagueness on or before May 21, 2018. The deadline to file Answers or otherwise respond is July 20, 2018. The amendment of pleadings to add new parties without leave of court must occur (1) by a Plaintiff, no later than August 13, 2018, and (2) by a Defendant, no later than 60 days after service of Plaintiffs' final expert reports described in Section III(4) below. These dates can only be extended by consent of all parties or by order of the Court after hearing.

III. DISCOVERY; TRIAL EVIDENCE. All discovery motions to be heard by the Court must comply with La. District Court Rule 10.1. The disclosure of experts and information pertinent thereto shall be governed by the provisions of La. C.C.P. arts. 1425 and 1428 (depending on whether the expert is expected to testify or not), except that the parties have agreed to different deadlines set forth as follows:

(1) Plaintiffs shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 14, 2018. The witness and exhibit list

EXHIBIT H-2

FILED
AUG 22 2019
DEPUTY CLERK

may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(2) Defendants shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 28, 2018. The witness and exhibit list may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(3) Plaintiffs shall provide preliminary expert reports which contain detailed descriptions of the specific violations of SLCRMA believed to have been committed by Defendants, including instances where Plaintiffs claim a specific permit was violated and any instances where Plaintiffs claim Defendants failed to obtain a permit, on or before February 5, 2019. The descriptions of SLCRMA violations should include a description of the locations of any claimed violations.

(4) Plaintiffs shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before March 16, 2019 for all experts to be called in Plaintiffs' case-in-chief.

(5) Defendants shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before September 13, 2019.

(6) The parties and their counsel are familiar with SLCRMA and the other permitting processes that affect environmental testing work in the Louisiana Coastal Zone, and will each work diligently to obtain all necessary permits for the work they intend to undertake in order that such testing shall be completed in time to comply with these agreed-upon expert report deadlines. When a party applies for Coastal Use Permit, a copy of the permit application shall be served on all counsel of record at the time of submission of the application. If, despite diligent efforts of a party to timely secure a Coastal Use Permit, there is a delay in securing the permit such that it impedes the ability of a party to comply with the report deadlines set forth above, the party may seek appropriate relief

from the Court. After the applicable expert report deadlines described above, no supplementation or revision of said reports will be allowed without leave of Court.

(7) Plaintiffs and Defendants shall exchange final witness and exhibit lists on or before October 25, 2019. These final listings shall not limit any parties' obligation to identify witnesses through interrogatories or other discovery prior to this date. The parties shall be given an opportunity to depose any previously undisclosed witness identified on a final witness list at least twenty (20) days before trial. After final witness lists are exchanged, no unidentified witness may be added except by consent of all parties or with leave of the Court. This requirement does not apply to witnesses necessary solely to establish the authenticity or other foundational grounds for admission of documentary evidence. Further, nothing in this Order shall act to limit the Court's discretion to allow witnesses or exhibits not listed on a final witness or exhibit list where (i) Louisiana law does not require pre-trial disclosure of such evidence, or (ii) the evidence is offered solely to rebut evidence introduced at trial that was not timely disclosed under the disclosure deadlines set forth herein.

(8) Fact discovery shall be completed on or before October 18, 2019.

(9) The Louisiana Department of Natural Resources (LDNR) will serve as the coordinator to ensure the efficient receipt of written responses and document productions from the State Agencies[1] in response to written discovery and/or subpoenas duces tecum issued in this matter. The LDNR has contacted representatives from the State Agencies, and has confirmed the following relative to this matter: (1) the State Agencies agree to waive formal service of a subpoena duces tecum; (2) the State Agencies will attempt to respond to any subpoena duces tecum received as quickly as possible, and within 60 days of the receipt of the subpoena duces tecum to the extent possible; and (3) if a State

[1] The State Agencies for purposes of this CMO are as follows:(1) Coastal Protection and Restoration Authority; (2) Louisiana Department of Agriculture; (3) Louisiana Department of Economic Development; (4) Louisiana Department of Environmental Quality, including all predecessor agencies; (5) Louisiana Department of Health and Hospitals; (6) Louisiana Department of Transportation and Development; (7) Office of the Governor; (8) Division of Administration; (9) Louisiana Oil Spill Coordinator's Office; (10) Louisiana Secretary of State and State Archives Office; (11) Louisiana Division of Administrative Law; (12) Louisiana Department of Revenue; (13) Louisiana Tax Commission; (14) Louisiana Geographic Information Center; (15) Louisiana Sea Grant; (16) Louisiana Universities Marine Consortium; and (17) Louisiana Department of Wildlife and Fisheries.

Agency has responsive documents available for inspection, they will attempt to make same available to Defendants within 45 days of the receipt of the subpoena duces tecum. In acting as a coordinator for the State Agencies as set forth in this paragraph, the LDNR does not waive any procedural rights each agency has available to it under the law to respond or otherwise take action that would be available to it if the agency was properly served pursuant to the Code of Civil Procedure. Each State Agency will remain ultimately responsible for their individual discovery responses. In the event that the parties, despite their best efforts, are unable to obtain timely discovery responses and/or responsive documents from the State Agencies necessary to finalize expert reports in Section III(4)-(5) above, the parties shall notify the Court of same at least sixty (60) days prior to the deadline for the submission of their respective final expert reports so that the Court may consider the potential modification of deadlines in this CMO.

(10) Defendants' expert discovery shall be completed on or before October 18, 2019. Defendants may conduct depositions of Plaintiffs' experts at any time after Plaintiffs' final expert reports are due, provided that no Plaintiffs' expert shall be deposed more than once without the consent of Plaintiffs.

(11) Plaintiffs' expert discovery shall be completed on or before October 18, 2019. Plaintiffs may conduct depositions of Defendants' experts at any time after Defendants' final expert reports are due, provided that no Defendants' expert shall be deposed more than once without the consent of Defendants.

(12) With respect to the expert discovery deadlines set forth in Sections III(10) and III(11) above, the parties may petition the Court for additional time if needed.

IV. ENVIRONMENTAL TESTING PROTOCOL. Should any party wish to sample and/or test the water, groundwater, soils, sediments, other environmental media, wells, and/or equipment at issue in this case, the following shall apply:

(1) Such party shall provide written notice, via email or otherwise, to the other parties of the scope and media to be sampled and the time, date, and location where such sampling event will take place no less than seven (7) calendar days prior to the proposed sampling event. Any party desiring to observe such sampling event must be allowed to

do so. Further, any party requesting split or duplicate samples must be allowed to obtain them, at their cost, to the extent that volume allows.

(2) Any and all testing data, boring logs, coordinate data, analytical results, etc. received by the sampling party and/or the party requesting split or duplicative samples shall be provided to all other parties within thirty (30) days of the receipt of testing data, boring logs, coordinate data, analytical results, etc. Electronic data or media such as that which is generated by terrain or other conductivity surveys, aquifer testing, NORM surveys, or similar electronically rendered processes, or other electronic means shall be shared at the time data is collected if possible, or otherwise promptly thereafter.

(3) Sampling events shall be conducted during daylight hours on any day of the ordinary work week. No sampling event shall be conducted on Saturday, Sunday, or any other legal holiday, except with consent of all parties or by order of the Court.

(4) The parties and their counsel shall not interfere with the orderly progress of a sampling event or otherwise impede the sampling event.

(5) The parties acknowledge that further orders of the Court may be necessary regarding access to any private property which may the subject of an intended sampling event.

V. **EXCEPTIONS; MOTIONS.** Any exceptions, motions, or rules to be heard in this case MUST comply with La. District Court Rules 9.8, 9.9 and 9.10. In order to comply with La. C.C.P. art. 966 B, a Motion for Summary Judgment and all documents in support of the motion shall be filed and served on all parties in accordance with Article 1313 not less than 65 days prior to trial. Any Opposition to the motion and all documents in support of the opposition shall be filed and served in accordance with Article 1313 not less than 15 days prior to the hearing. Any reply memorandum shall be filed and served in accordance with Article 1313 not less than 5 days prior to the hearing on the motion. No additional documents may be filed with the reply memorandum. If the deadline for filing a motion, an opposition, or a reply memorandum falls on a legal holiday, the motion, opposition, or reply is timely if it is filed and served no later than the next day that is not a legal holiday.

VI. **MOTIONS *IN LIMINE*.** Motions *in limine* directed to expert issues, including *Daubert* motions, shall be filed no later than 60 days prior to trial, in accordance with the rules and deadlines established under article 1425(F) of the Code of Civil Procedure. All other motions *in limine* or other motions dealing with trial testimony and/or evidence must be filed at least 30 days prior to trial. This deadline does not preclude timely, proper contemporaneous objections to evidence offered at the trial of this proceeding.

VII. **DEPOSITION EXCERPTS.** Proposed deposition excerpts to be used at trial in lieu of live testimony shall be submitted at least 30 days before trial. Objections to those excerpts shall be filed at least 15 days before trial.

VIII. **PRE-TRIAL CONFERENCE.** A pre-trial conference will be held at **9:30 a.m.** on December 20, 2019 at 9:30am at the Plaquemines Parish Government Annex, 301 Main Street, Belle Chasse, Louisiana. If directions are needed, call 504-934-6730. Trial counsel are expected to attend. **Failure to attend or unprepared attendance is an imposition on the Court and opposing counsel. Such attorney may be held in contempt of court and sanctioned accordingly. At the status conference, the court assigned the case for trial for a period of eight weeks. In your pretrial brief, you must give an estimate of the time it will take for you to try your case and an estimate of the time it will take for each of your witnesses to testify. You will be bound by these time estimates. Reasonable extensions of time limits will be granted for good cause shown. If the time for trial will take longer than you have estimated, you must inform the Court and trial will be rescheduled. Trial will begin at 9:30 a.m. and end at 4:30p.m.; and there will be a one -hour break for lunch.**

IX. **PRE-TRIAL BRIEFS. Each party SHALL file a pretrial brief with the Clerk of Court and send via email to aroberts@25thjdc.com and mclement@25thjdc.com on or before the seventh (7th) day before the pre-trial conference and MUST include the following:**

DO NOT FAX WITHOUT THE COURT'S PERMISSION.

a) A concise summary of the factual contentions made by all parties;

b) The contested issues of fact and law;

c) A list of your witnesses, including a description of the testimony each will provide;

d) A list of may-call witnesses, including rebuttal witnesses;

e) A list of all exhibits and documentary evidence you plan to offer at trial, except impeachment documents;

f) A list of the evidence and exhibits to which the parties may stipulate;

i) If any depositions or deposition excerpts are to be used at trial in lieu of live testimony, counsel shall designate the pages and lines to be offered and exchange this information with all other parties at least thirty days before trial; objections to proposed designations shall be served and filed at least fifteen days before trial;

j) Proposed special jury charges and a proposed verdict form (a copy of the Court's general opening and closing instructions are available upon request).

Failure to file your pretrial brief timely may result in the trial being continued with such attorney may be held in contempt of court and sanctioned accordingly.

X. **WITNESSES, EXHIBITS. Except for good cause shown, only listed witnesses will be allowed to testify and only listed exhibits will be considered for admission into evidence at trial.**

XI. **STIPULATIONS.** Any stipulation as to fact, liability and/or any element(s) of damages must be in writing and signed by all counsel joining in the stipulation.

XII. **OBJECTIONS TO CMO.** Should any party object to the dates and/or deadlines in the Scheduling Order an objection shall be filed within (15) fifteen days of service.

Belle Chasse, Louisiana, this 13th day of March, 2018.

MICHAEL D. CLEMENT, JUDGE

Please serve all counsel of record by certified mail

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

NOTICE OF TRIAL

PLAQUEMINES PARISH

Versus

HILCORP ENERGY CO ET AL, ET AL

Case: 00060999
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: SCHEDULING ORDER - JURY TRIAL

TO: *CHARLES S MCCOWAN III*
KEAN MILLER LAW FIRM
II CITY PLAZA 400CONVENTION ST SUITE 700
PO BOX 3513
BATON ROUGE, LA 70821

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TRIAL for JANUARY 3, 2020 at 9:30 A.M. with jury selection to begin on January 6, 2020, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 13TH day of MARCH, 2018.

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett
Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, March 15, 2018

Judy Hodnett
Deputy Clerk of Court

[ORIGINAL]

CASE NO. 15-30162

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST; ORLEANS LEVEE DISTRICT; LAKE BORGNE BASIN LEVEE DISTRICT; EAST JEFFERSON LEVEE DISTRICT,

Plaintiffs - Appellants

v.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.; ALTA MESA SERVICES, L.P.; ANADARKO E&P ONSHORE, L.L.C.; APACHE CORPORATION; ATLANTIC RICHFIELD COMPANY; BEPCO, L.P.; BOARDWALK PIPELINE PARTNERS, L.P.; BOPCO, L.P.; BP AMERICA PRODUCTION COMPANY; BP OIL PIPELINE COMPANY; CALLON OFFSHORE PRODUCTION, INCORPORATED; CALLON PETROLEUM COMPANY; CASKIDS OPERATING COMPANY; CENTERPOINT ENERGY RESOURCES CORPORATION; CHEVRON PIPE LINE COMPANY; CHEVRON USA, INCORPORATED; CLAYTON WILLIAMS ENERGY, INCORPORATED; CLOVELLY OIL COMPANY, L.L.C.; COASTAL EXPLORATION AND PRODUCTION, L.L.C.; COLLINS PIPELINE COMPANY; CONOCOPHILLIPS COMPANY; CONTINENTAL OIL COMPANY; COX OPERATING, L.L.C.; CRAWFORD HUGHES OPERATING COMPANY; DALLAS EXPLORATION, INCORPORATED; DAVIS OIL COMPANY; DEVON ENERGY PRODUCTION COMPANY, L.P.; ENERGEN RESOURCES CORPORATION; ENTERPRISE INTRASTATE, L.L.C.; EOG RESOURCES, INCORPORATED; EP ENERGY MANAGEMENT, L.L.C.; EXXON MOBIL CORPORATION; EXXON MOBIL PIPELINE COMPANY; FLASH GAS & OIL NORTHEAST, INCORPORATED; GRAHAM ROYALTY, LIMITED; GREKA AM, INCORPORATED; GULF PRODUCTION COMPANY, INCORPORATED; GULF SOUTH PIPELINE COMPANY, L.P.; HARVEST OIL & GAS, L.L.C.; HELIS ENERGY, L.L.C.; HELIS OIL & GAS COMPANY, L.L.C.; HESS CORPORATION, A Delaware Corporation; HILLIARD OIL & GAS, INCORPORATED; HKN, INCORPORATED; INTEGRATED EXPLORATION & PRODUCTION.

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DEPUTY CLERK

EXHIBIT G

L.L.C.; J.C. TRAHAN DRILLING CONTRACTOR, INCORPORATED; J.M. HUBER CORPORATION; KENMORE OIL COMPANY, INCORPORATED; KEWANEE INDUSTRIES, INCORPORATED; KOCH EXPLORATION CO., L.L.C.; KOCH INDUSTRIES, INCORPORATED; LIBERTY OIL & GAS CORPORATION; LLOG EXPLORATION COMPANY; MANTI OPERATING COMPANY; MARATHON OIL COMPANY; MCMORAN EXPLORATION COMPANY; MOEM PIPELINE, L.L.C.; MOSBACHER ENERGY COMPANY; NATURAL RESOURCES CORPORATION OF TEXAS; NEWFIELD EXPLORATION GULF COAST, L.L.C.; NOBLE ENERGY, INCORPORATED; O'MEARA, L.L.C.; P.R. RUTHERFORD; PLACID OIL COMPANY; PLAINS PIPELINE, L.P.; PXP PRODUCING COMPANY, L.L.C.; REPUBLIC MINERAL CORPORATION; RIPCO, L.L.C.; ROZEL OPERATING COMPANY; MURPHY EXPLORATION AND PRODUCTION COMPANY, USA; SENECA RESOURCES CORPORATION; SHELL OIL COMPANY; SOUTHERN BAY ENERGY, L.L.C., also known as HK Energy, L.L.C.; SOUTHERN NATURAL GAS COMPANY, L.L.C.; SUN OIL COMPANY; SUNDOWN ENERGY, L.P.; UNION OIL COMPANY OF CALIFORNIA; WHITING OIL & GAS CORPORATION; WILLIAMS EXPLORATION COMPANY; YUMA EXPLORATION AND PRODUCTION COMPANY, INCORPORATED; MERIDIAN RESOURCE & EXPLORATION, L.L.C.; PICKENS COMPANY, INCORPORATED; ESTATE OF WILLIAM G. HELIS; LOUISIANA LAND AND EXPLORATION COMPANY, L.L.C. MARYLAND; KAISER-FRANCIS OIL COMPANY; BP PIPELINES NORTH AMERICA, INCORPORATED; VINTAGE PETROLEUM, L.L.C, Delaware; ENLINK LIG, L.L.C.,

Defendants - Appellees

On Appeal from the Judgment of the United States District Court for the Eastern District of Louisiana in Civil Action No. 2:13-cv-05410, Honorable Nannette Jolivette Brown, Presiding

ORIGINAL BRIEF OF PLAINTIFFS-APPELLANTS BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST, ORLEANS LEVEE DISTRICT, LAKE BORGNE BASIN LEVEE DISTRICT, AND EAST JEFFERSON LEVEE DISTRICT

GLADSTONE N. JONES, III (#22221)
BERNARD E. BOUDREAUX (#2219)
KEVIN E. HUDDELL (#26930)
EBERHARD D. GARRISON (#22058)
HARVEY S. BARTLETT III (#26795)
EMMA ELIZABETH ANTIN DASCHBACH (#27358)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

JAMES R. SWANSON (#18455)
BENJAMIN D. REICHARD (#31933)
Fishman Haygood, L.L.P.
201 St. Charles Ave. , Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. MICHAEL VERON (#7570)
J. ROCK PALERMO III (#21793)
ALONZO P. WILSON (#13547)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel For Plaintiffs-Appellants, Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District

CERTIFICATE OF INTERESTED PERSONS

CASE NO. 15-30162

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST; ORLEANS LEVEE DISTRICT; LAKE BORGNE BASIN LEVEE DISTRICT; EAST JEFFERSON LEVEE DISTRICT,

Plaintiffs - Appellants

v.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.; ALTA MESA SERVICES, L.P.; ANADARKO E&P ONSHORE, L.L.C.; APACHE CORPORATION; ATLANTIC RICHFIELD COMPANY; BEPCO, L.P.; BOARDWALK PIPELINE PARTNERS, L.P.; BOPCO, L.P.; BP AMERICA PRODUCTION COMPANY; BP OIL PIPELINE COMPANY; CALLON OFFSHORE PRODUCTION, INCORPORATED; CALLON PETROLEUM COMPANY; CASKIDS OPERATING COMPANY; CENTERPOINT ENERGY RESOURCES CORPORATION; CHEVRON PIPE LINE COMPANY; CHEVRON USA, INCORPORATED; CLAYTON WILLIAMS ENERGY, INCORPORATED; CLOVELLY OIL COMPANY, L.L.C.; COASTAL EXPLORATION AND PRODUCTION, L.L.C.; COLLINS PIPELINE COMPANY; CONOCOPHILLIPS COMPANY; CONTINENTAL OIL COMPANY; COX OPERATING, L.L.C.; CRAWFORD HUGHES OPERATING COMPANY; DALLAS EXPLORATION, INCORPORATED; DAVIS OIL COMPANY; DEVON ENERGY PRODUCTION COMPANY, L.P.; ENERGEN RESOURCES CORPORATION; ENTERPRISE INTRASTATE, L.L.C.; EOG RESOURCES, INCORPORATED; EP ENERGY MANAGEMENT, L.L.C.; EXXON MOBIL CORPORATION; EXXON MOBIL PIPELINE COMPANY; FLASH GAS & OIL NORTHEAST, INCORPORATED; GRAHAM ROYALTY, LIMITED; GREKA AM, INCORPORATED; GULF PRODUCTION COMPANY, INCORPORATED; GULF SOUTH PIPELINE COMPANY, L.P.; HARVEST OIL & GAS, L.L.C.; HELIS ENERGY,

L.L.C.; HELIS OIL & GAS COMPANY, L.L.C.; HESS CORPORATION, A Delaware Corporation; HILLIARD OIL & GAS, INCORPORATED; HKN, INCORPORATED; INTEGRATED EXPLORATION & PRODUCTION, L.L.C.; J.C. TRAHAN DRILLING CONTRACTOR, INCORPORATED; J.M. HUBER CORPORATION; KENMORE OIL COMPANY, INCORPORATED; KEWANEE INDUSTRIES, INCORPORATED; KOCH EXPLORATION CO., L.L.C.; KOCH INDUSTRIES, INCORPORATED; LIBERTY OIL & GAS CORPORATION; LLOG EXPLORATION COMPANY; MANTI OPERATING COMPANY; MARATHON OIL COMPANY; MCMORAN EXPLORATION COMPANY; MOEM PIPELINE, L.L.C.; MOSBACHER ENERGY COMPANY; NATURAL RESOURCES CORPORATION OF TEXAS; NEWFIELD EXPLORATION GULF COAST, L.L.C.; NOBLE ENERGY, INCORPORATED; O'MEARA, L.L.C.; P.R. RUTHERFORD; PLACID OIL COMPANY; PLAINS PIPELINE, L.P.; PXP PRODUCING COMPANY, L.L.C.; REPUBLIC MINERAL CORPORATION; RIPCO, L.L.C.; ROZEL OPERATING COMPANY; MURPHY EXPLORATION AND PRODUCTION COMPANY, USA; SENECA RESOURCES CORPORATION; SHELL OIL COMPANY; SOUTHERN BAY ENERGY, L.L.C., also known as HK Energy, L.L.C.; SOUTHERN NATURAL GAS COMPANY, L.L.C.; SUN OIL COMPANY; SUNDOWN ENERGY, L.P.; UNION OIL COMPANY OF CALIFORNIA; WHITING OIL & GAS CORPORATION; WILLIAMS EXPLORATION COMPANY; YUMA EXPLORATION AND PRODUCTION COMPANY, INCORPORATED; MERIDIAN RESOURCE & EXPLORATION, L.L.C.; PICKENS COMPANY, INCORPORATED; ESTATE OF WILLIAM G. HELIS; LOUISIANA LAND AND EXPLORATION COMPANY, L.L.C. MARYLAND; KAISER-FRANCIS OIL COMPANY; BP PIPELINES NORTH AMERICA, INCORPORATED; VINTAGE PETROLEUM, L.L.C, Delaware; ENLINK LIG, L.L.C.,

Defendants - Appellees

The undersigned counsel of record certifies that the following listed persons and entities as described in United States Court of Appeals for the Fifth Circuit Rule 28.2.1 have an interest in the outcome of this case. These representations are made in order that the judges of this Court may evaluate possible disqualification

or recusal.

1. Plaintiffs-Appellants

- The Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Individually and as the Board Governing the Orleans Levee District, the Lake Borgne Basin Levee District, and the East Jefferson Levee District, is a constitutionally and statutorily created Board established to govern the Southeast Louisiana Flood Protection Authority – East and its constituent levee districts, which are independent political subdivisions of the State of Louisiana.

2. Counsel for Plaintiffs-Appellants

- Gladstone N. Jones, III, Bernard E. Boudreaux, Kevin E. Huddell, Eberhard D. Garrison, Harvey S. Bartlett III, Emma Elizabeth Antin Daschbach, JONES, SWANSON, HUDDELL & GARRISON
- James R. Swanson, Benjamin D. Reichard, FISHMAN HAYGOOD, L.L.P.
- J. Michael Veron, J. Rock Palermo III, Alonzo P. Wilson, VERON, BICE, PALERMO & WILSON, L.L.C.

3. Defendants-Appellees

- Tennessee Gas Pipeline Company, L.L.C.
- Alta Mesa Services, L.P.
- Anadarko E&P Onshore, L.L.C.
- Apache Corporation
- Atlantic Richfield Company
- BEPCO, L.P.
- Boardwalk Pipeline Partners, L.P.
- BOPCO, L.P.
- BP America Production Company
- BP Oil Pipeline Company
- BP Pipelines North America, Inc.
- Callon Offshore Production, Inc.
- Callon Petroleum Company
- Caskids Operating Company
- Centerpoint Energy Resources Corporation
- Chevron Pipe Line Company

- Chevron USA, Inc.
- Clayton Williams Energy, Inc.
- Clovelly Oil Company, L.L.C.
- Coastal Exploration and Production, L.L.C.
- Collins Pipeline Company
- ConocoPhillips Company
- Continental Oil Company
- Cox Operating, L.L.C.
- Crawford Hughes Operating Company
- Dallas Exploration, Inc.
- Davis Oil Company
- Devon Energy Production Company, L.P.
- Energen Resources Corporation
- Enlink LIG, L.L.C.
- Enterprise Intrastate, L.L.C.
- EOG Resources, Inc.
- EP Energy Management, L.L.C.
- Estate of William G. Helis
- Exxon Mobil Corporation
- Exxon Mobil Pipeline Company
- Flash Gas & Oil Northeast, Inc.
- Graham Royalty, Limited
- Greka AM, Inc.
- Gulf Production Company, Inc.
- Gulf South Pipeline Company, L.P.
- Harvest Oil & Gas, L.L.C.
- Helis Energy, L.L.C.
- Helis Oil & Gas Company, L.L.C.
- Hess Corporation, A Delaware Corporation
- Hilliard Oil & Gas, Inc.
- HKN, Inc.
- Integrated Exploration & Production, L.L.C.
- J.C. Trahan Drilling Contractor, Inc.
- J.M. Huber Corporation
- Kaiser-Francis Oil Company
- Kenmore Oil Company, Inc.
- Kewanee Industries, Inc.

- Koch Exploration Co., L.L.C.
- Koch Industries, Inc.
- Liberty Oil & Gas Corporation
- LLOG Exploration Company
- Louisiana Land and Exploration Company, L.L.C. Maryland
- Manti Operating Company
- Marathon Oil Company
- McMoRan Exploration Company
- Meridian Resources & Exploration, L.L.C.
- Moem Pipeline, L.L.C.
- Mosbacher Energy Company
- Natural Resources Corporation of Texas
- Newfield Exploration Gulf Coast, L.L.C.
- Noble Energy, Inc.
- O'Meara, L.L.C.
- Pickens Company, Inc.
- Placid Oil Company
- Plains Pipeline, L.P.
- PXP Producing Company, L.L.C.
- Republic Mineral Corporation
- Ripco, L.L.C.
- Rozel Operating Company
- Murphy Exploration and Production Company, USA
- Seneca Resources Corporation
- Shell Oil Company
- Southern Bay Energy, L.L.C., also known as HK Energy, L.L.C.
- Southern Natural Gas Company, L.L.C.
- Sun Oil Company
- Sundown Energy, L.P.
- Union Oil Company of California
- Whiting Oil & Gas Corporation
- Williams Exploration Company
- Yuma Exploration and Production Company, Inc.

4. **Counsel for Defendants-Appellees**

- ADAMS & REESE, L.L.P.: Francis V. Liantonio, Jr., Thomas Gordon O'Brien, Martin A. Stern, Jeffrey Edward Richardson

- ARNOLD & PORTER, L.L.P.: Matthew T. Heartney, Nancy Gordon Milburn
- BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.: Nancy Scott Degan, Roy C. Cheatwood, Kerry J. Miller
- LAW OFFICE OF STEPHEN D. BAKER: Stephen D. Baker
- BALDWIN HASPEL BURKE & MAYER, L.L.C.: Beverly Klundt Baudoin, David Louis Carrigee
- BIENVENU, BONNECAZE, FOCO, VIATOR & HOLINGA, A.P.L.L.C.: Erin Percy Tadie
- BRADLEY, MURCHISON, KELLY & SHEA, L.L.C.: Stephen Christopher Fortson, Darryl Joseph Foster, Anna W. O'Neal
- CARVER, DARDEN, KORETZKY, TESSIER, FINN, BLOSSMAN & AREAUX, L.L.C.: Taylor Darden
- CURRY & FRIEND, P.L.C.: Mary Margaret Steele, Christopher C. Friend, Meghan Elizabeth Smith
- DEUTSCH, KERRIGAN & STILES, L.L.P.: Isaac H. Ryan
- FOWLER RODRIGUEZ VALDES-FAULI: John Anthony Scialdone, Michael James Thompson, Jr.
- GIEGER, LABORDE & LAPEROUSE, L.L.C.: Andrew A. Braun, Caitlin Jean Hill
- GORDON, ARATA, MCCOLLAM, DUPLANTIS & EAGAN, L.L.C.: Ewell Elton Eagan, Jr., Terence Kent Knister, James Douglas Rhorer
- GRAY REED & MCGRAW, P.C.: James Joseph Ormiston, Michael Antoine Ackal, III, Julia M. Palmer
- GUGLIELMO, LOPEZ, TUTTLE, HUNTER & JARRELL: James Thomas Guglielmo
- DANIEL HUGHES, A.P.L.C.: Daniel C. Hughes
- JONES WALKER LLP: Douglas J. Longman, Jr., Carmen Marie Rodriguez, Carl David Rosenblum, Alida C. Hainkel,Lauren Courtney Mastio, Joshua A. Norris, William D. Lampton, William Thomas McCall, Jr., Glenn G. Goodier
- KEAN MILLER, L.L.P.: Leonard Louis Kilgore, III, Brett Patrick Fenasci, Esteban Herrera, Jr., Tyler Ann Moore Kostal, Mark Andrew Marionneaux, Richard Dean McConnell, Richard Stuart Pabst, Victor Jacob Suane, Jr., Louis Victor Gregoire, Jr., Pamela Roman Mascari,Charles Simon McCowan, III, Michael Raudon Phillips, Bradley Joseph Schlotterer, Dylan T. Thriffiley
- KEOUGH, COX & WILSON, LIMITED: John Powers Wolff, III, Nancy B. Gilbert, Richard W. Wolff
- KING & SPALDING, L.L.P.: Ashley Charles Parrish, Jeremiah Johnson Anderson, Robert Ellison Meadows

- KUCHLER, POLK, SCHELL, WEINER & RICHESON, L.L.C.: Leigh Ann Schell, Deborah DeRoche Kuchler
- LAPEYRE & LAPEYRE, L.L.P.: Etienne C. Lapeyre, F. Henri Lapeyre, Jr.
- LARZELERE PICOU WELLS SIMPSON LONERO, L.L.C.: Morgan Joseph Wells, Jr., Evan J. Godofsky
- LISKOW & LEWIS: George Arceneaux, III, Joe B. Norman, Robert Beattie McNeal, Michael P. Cash, Jamie Duayne Rhymes, Jonathan Andrew Hunter, Elizabeth S. Wheeler, Russell Keith Jarrett, Kelly Bechtel Becker, George Hardy Robinson, Jr.
- LLOG EXPLORATION COMPANY, L.L.C.: George M. Gilly
- MAYHALL & BLAIZE: Charles G. Blaize
- MCGUIREWOODS, L.L.P.: Angela M. Spivey, Richard Trent Taylor
- MONTGOMERY BARNETT, L.L.P.: John Y. Pearce, Edward Louis Fenasci
- NEUNERPATE: Brandon Wade Letulier, Cliff A. LaCour, Ben Louis Mayeaux, Francis X. Neuner
- OTTINGER HEBERT, L.L.C.: Paul J. Hebert
- PHELPS DUNBAR, L.L.P.: Steven Jay Levine, John Bechtold Shortess, Kevin William Welsh
- PREIS, P.L.C.: Robert Michael Kallam, Jennifer Anne Wells
- QUINN EMANUEL URQUHART & SULLIVAN, L.L.P.: Michael J. Lyle
- David William Rusch
- SCHONEKAS, EVANS, MCGOEY & MCEACHIN, L.L.C.: Kyle D. Schonekas, William P. Gibbens
- SHIPLEY SNELL MONTGOMERY, L.L.P.: George T. Shipley, Amy Louise Snell
- SLATTERY, MARINO & ROBERTS, P.L.C.: Emile Joseph Dreuil, III, David Stephen Landry, Gerald F. Slattery, Jr.
- STONE PIGMAN WALTHER WITTMANN, L.L.C.: John Pratt Farnsworth, Barry W. Ashe
- STRONG PIPKIN BISSELL & LEDYARD, L.L.P.: Michael M. Hendryx, Jason Christopher McLaurin
- TAYLOR, PORTER, BROOKS & PHILLIPS, L.L.P.: Edward Daniel Hughes, John Michael Parker
- VAN NESS FELDMAN, L.L.P.: Lawrence Gene Acker
- WALL, BULLINGTON & COOK, L.L.C.: Guy Earl Wall

Dated: May 20, 2015

/s/ Harvey S. Bartlett III
Harvey S. Bartlett III

Counsel for Plaintiffs-Appellants, Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District

STATEMENT REGARDING ORAL ARGUMENT

The Plaintiffs-Appellants—the Board of Commissioners of the Southeast Louisiana Flood Protection Authority-East, individually ("SLFPA-E"), and as the board governing the Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District ("the Levee Districts"; with SLFPA-E, "the Authority")—respectfully request oral argument of this appeal. Oral argument will assist this Court in addressing, first, the district court's subject-matter jurisdiction determination on the Authority's motion to remand, that the state law claims raised by the Authority "necessarily raise a federal issue, actually disputed and substantial, which a federal forum may entertain without disturbing the congressionally approved balance of federal and state judicial responsibilities,"[1] under *Grable & Sons Metal Products, Inc. v. Darue Engineering & Mfg.*, 545 U.S. 308, 314 (2005); and second, that the Authority has failed to state Louisiana state law claims for negligence, strict liability, natural servitude of drain, and nuisance, arising from the defendants' actions in the wetlands "Buffer Zone" hydrologically

[1] Order and Reasons, *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tenn. Gas Pipeline Co., LLC*, No. 13-5410 (E.D. La. June 27, 2014), at ROA.2368.

adjacent to the levee system controlled and operated by the Authority.[2] The importance of the jurisdictional issue surrounding *Grable*, particularly as it touches on the balance of federal and state powers, and the intricacies of the duty and proximity analyses that permeate the district court's treatment of the state law claims, will be served by oral argument.

[2] Order, *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tenn. Gas Pipeline Co., LLC*, No. 13-5410 (E.D. La. Feb. 13, 2015), at ROA.4644-4668. The Authority also asserted a cause of action for breach of a stipulation *pour autrui* under Louisiana contract law, based on permits under which the defendants operated. The district court determined such claims fall under federal common law because "[a]t least some of the dredging permits" were issued by federal agencies, and held that the Authority failed to state a claim under federal common law. ROA.4668-4671; *see also* ROA.2359. The Authority does not appeal the dismissal of that cause of action.

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-483 DIV. "B"

CATHERINE P. ALFORD ET AL

VERSUS

CHEVRON U.S.A., INC. ET AL

FILED: _____

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JAN 30 2015
DY. CLERK
DEPUTY CLERK

REASONS FOR JUDGMENT

Plaintiffs filed suit for damages to property consisting of various tracts located in what is referred to as the "Burrwood Field" where defendants are alleged to have conducted various oil and gas exploration and production activities starting in the 1950's. Plaintiffs attached numerous documents to their original and supplemental and amending petitions which include oil and gas leases, assignments, and operator histories. Defendants filed dilatory exceptions of vagueness/ambiguity, prematurity, and improper cumulation and peremptory exceptions of no cause of action as to various claims.

The defendants are alleged to be operators, working interest owners, and/or mineral or surface lessees or lease assignees who either caused contamination or are otherwise legally responsible for the contamination of plaintiffs' land. Plaintiffs allege that there was improper disposal of oil field wastes, including NORM, excessive amounts of salt, volatile hydrocarbons, polynuclear aromatic hydrocarbons (PAH), and toxic heavy metals. Plaintiffs further allege they did not have actual or constructive knowledge of the pollution until less than one year

EXHIBIT D

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prior to filing suit because of the fraud and intentional misrepresentation committed by the defendants.

Defendants argue that the petition is vague because plaintiffs have failed to allege many material facts of the transaction or occurrence they allege resulted in damages. Defendants further argue that the following should have been pleaded:

a. Each plaintiff's particular interest in the property

b. When and how plaintiffs acquired their interest

c. Exceptors' interest in the property

d. Any contract between exceptors and plaintiffs

e. Any particular contractual provision breached by exceptors

f. The dates and times on which those activities purportedly occurred

g. The location of the allegedly impacted portions of the property

h. When plaintiffs discovered the alleged pollution

Defendants also contend that the exhibits attached to the petition do not satisfy the requirement that the plaintiffs provide a short, clear and concise statement of the material facts of the transaction or occurrence giving rise to the litigation.

Plaintiffs argue that the petition and attached documents provide more than sufficient information to satisfy the fact pleading requirements of La. C.C.P. art. 891. Plaintiffs are not required to account for the actions of every defendant at every moment while on the property or to account for the date and specific circumstances of every spill or release on the property and that not every act or omission of the defendants can possibly be known at this time nor is that level of detail required in the petition. Plaintiffs further argue that the property at issue is identified by legal description and the claims and legal theories relied upon are set

forth and that the cause of the pollution is identified as are the chemical constituents of the water, drilling muds and NORM. The leases, assignments and other conveyances are identified and the petition includes information regarding the wells operated and to which is attached the well operator history.

La. C.C.P. art. 891 states that a petition "shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that the subject matter of the litigation ...." Louisiana has a system of fact pleading; therefore, it is not necessary for the plaintiff to plead the theory of the case in the petition. Ramey v. DeCaire, 2003-1299 (La. 3/19/04), 869 So.2d 114. A cause of action is defined as the operative facts that give rise to the plaintiff's right to assert judicially the action against the defendant. Id.

The original petition, the two supplemental and amending petitions, and the nearly 500 pages of documents attached thereto are not a short, clear and concise statement of the causes of action being asserted by the plaintiffs herein. La. C.C.P. art. 853 permits the attachment of documents to a petition; but in this case, the sheer volume of the documents attached to the petition make it nearly impossible to discern for the individual defendants to discern the factual basis for the causes of action being asserted against them.

The petition asserts causes of action against the defendants collectively without differentiating the factual basis the allegations against each defendant individually. As a result, the Court is granting the exceptions of vagueness filed by the defendants and is ordering plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. Due to the vagueness of the petition, the Court is deferring ruling on the other exceptions filed by the

defendants until the petition is amended.

Belle Chasse, Louisiana, this 30th day of January, 2015.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Dy. Clerk of Court
Parish of Plaquemines, La.

NOTICE OF JUDGMENT

CATHERINE P ALFORD ET AL

Versus

CHEVRON USA INC ET AL, ET AL

Case: 00060483
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MICHAEL R PHILLIPS
KEAN MILLER LLP
909 POYDRAS ST
SUITE 3600
NEW ORLEANS, LA 70112

DONALD T. CARMOUCHE
TALBOT CARMOUCHE & MARCELLO
17405 PERKINS RD.
BATON ROUGE, LA 70810

RICK SARVER
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST., 24TH FLOOR
NEW ORLEANS, LA 70112

JANE A. JACKSON
KELLY HART & PITRE
400 POYDRAS ST., SUITE 1812
NEW ORLEANS, LA 70130

AMY E. A. LEE
JOHNSON GRAY MCNAMARA
P O BOX 51165
LAFAYETTE, LA 70505

BARRY W. ASHE
STONE PIGMAN WALTER WITTMANN LLC
546 CARONDELET ST.
NEW ORLEANS, LA 70130

Notice is hereby given that on January 30, 2015 in the above-entitled and numbered cause, REASONS FOR JUDGMENT was read, rendered and signed in above matter; a true and certified copy of said judgment is attached hereto.

IN TESTIMONY WHEREOF, witness my hand and official seal of office in Belle Chasse, Louisiana, on this Friday, January 30, 2015.

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

[FILED COPY]

27TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. LANDRY

STATE OF LOUISIANA

DOCKET NO. 12-C-5530 DIV. "C"

JACK ANTHONY DEVILLIER, ET AL

VERSUS

CHEVRON U.S.A., INC., ET AL

JUDGMENT SUSTAINING DEFENDANTS' EXCEPTIONS OF VAGUENESS, AND CONTINUING THE HEARING ON ALL OTHER PENDING EXCEPTIONS

The non-evidentiary Exceptions filed by the defendants came on for hearing on the 12th day of August, 2013. Present were:

Patrick Morrow, John Carmouche, Brian Carmouche, Todd Wimberley and Jim Ryan, representing the Plaintiffs;

Paul Lavelle, representing defendant, Great Southern Oil & Gas Co., Inc.;

Valerie Guidry, representing defendant, Leggett Petroleum, LLC;

David McCrory, representing defendant, BHP Billiton Petroleum (Americas) Inc.;

Rachal Chance, representing defendant, Marks Operating, LLC;

Kay Theunissen, representing defendant, Pay Oil, LLC;

Thomas M. McNamara and Ingrid M. Kemp, representing defendant, Anadarko E&P Onshore LLC, as successor in interest to Howell Petroleum Corporation;

James Guglielmo, representing defendant, Vernon E. Faulconer, Inc.;

Carl Duhon, representing defendant, J.P. Van Way Family Limited Partnership;

John A. Jeansonne, Jr., representing defendant, Meason Operating Company;

Daniel C. Hughes, representing defendant, The Pickens Company, Inc.;

Paul Bullington, representing defendants, Liberty Oil and Gas Corporation and Palmer Petroleum, Inc.;

Penny Malbrew, representing defendants, BP America Production Company and Pan American Petroleum Company; and

Pamela R. Mascari, representing defendant, Chevron U.S.A. Inc.

09/19/13 11:06:14
St. Landry Parish Clerk Of Court

EXHIBIT E

FILED
AUG 22 2013
DEPUTY CLERK

Considering the offerings and arguments by counsel, the court being fully informed, and being of the opinion that the Exceptions of Vagueness should be sustained; it is hereby

ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness filed by the Defendants be, and the same hereby are, SUSTAINED; it is further

ORDERED, ADJUDGED AND DECREED that Plaintiffs are required to amend their Petition in the following respects: (1) to identify specifically which defendants did what damage to what specific property or properties; (2) to identify specifically the acts by each defendant which caused the complained-of harm; (3) to specify facts giving rise to the defendants' individual liability, including relevant time period(s) and location(s); (4) to identify any and all relevant contracts, including, without limitation, mineral leases, and to identify the parties to each such contract (*i.e.*, specific plaintiff(s) and/or specific defendant(s)); (5) to provide property descriptions for each tract at issue in the litigation; (6) to identify the ownership or other interest of each plaintiff in each relevant tract(s) at issue in the litigation and to describe the nature of and specific details regarding each plaintiff's ownership or other interest in such tract(s); and (7) to identify which leases or other contracts apply to which defendants. Plaintiffs have twenty-five days from August 12, 2013, to amend their petition; it is further

ORDERED, ADJUDGED AND DECREED that the hearing on all other Exceptions filed by any defendant (apart from the Exceptions of Vagueness) be continued, to be reset at some future date, upon further order by the Court; it is further

ORDERED, ADJUDGED AND DECREED that all costs associated with the hearing on defendants' Exceptions of Vagueness be, and are hereby, assessed against the Plaintiffs.

OPELOUSAS, LOUISIANA, this 23 day of September, 2013.

HONORABLE ALONZO HARRIS
27TH JUDICIAL DISTRICT JUDGE

OPELOUSAS, LOUISIANA 9-23, 2013
This is to certify that the above is a true and correct copy of the original on file in the office of the Clerk of Court of St. Landry Parish.
Deputy Clerk of Court

St. Landry Parish Clerk of Court's Office
Filed Sep 26 23 2013
Dy. Clerk

Submitted by:

Victor L. Gregoire (#22400)
Pamela R. Mascari (#25162)
Claire E. Juneau (#33209)
KEAN MILLER LLP
400 Convention Street, Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

Michael R. Phillips (#21020)
KEAN MILLER LLP
909 Poydras Street, Suite 1400
New Orleans, Louisiana 70112
Telephone: (504) 585-3050
Attorneys for Chevron U.S.A. Inc., as alleged successor-in-interest to Texaco Inc.

RULE 9.5 CERTIFICATE

I certify that I circulated this proposed Judgment/order to counsel for all parties and/or to self-represented parties by e-mail on August 29, 2013 and that:

No opposition was received.

St. Landry Parish Clerk of Court's Office
Filed Sep 23 20 13
Dy. Clerk

31ST JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON DAVIS

STATE OF LOUISIANA

EDWARD D. CONNER, ET AL

VERSUS

ADAMS RESOURCES EXPLORATION CORPORATION, ET AL
Docket Number: C-579-13

February 26, 2014
Honorable J. Byron Hebert, Judge Ad Hoc
Jennings, Louisiana

PROCEEDINGS

APPEARANCES:

FOR THE PLAINTIFFS, EDWARD D. CONNER, ET AL:

MR. DAVID P. BRUCHHAUS
MUDD & BRUCHHAUS, LLC
410 EAST COLLEGE STREET
LAKE CHARLES, LOUISIANA 70605

MR. JAMIE C. GARY
GARY LAW FIRM, LLC
457 LOUISIANA AVENUE
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, BP PRODUCTION COMPANY, TOTAL E&P USA, INC., FOREST OIL CORPORATION, INC., AND ADAMS RESOURCES EXPLORATION CORPORATION:

MR. GEORGE H. ROBINSON, JR.
LISKOW & LEWIS
822 HARDING STREET
POST OFFICE BOX 52008
LAFAYETTE, LOUISIANA 70505

REPORTED BY: LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
(TRANSCRIPT PREPARED BY COMPUTER-AIDED TRANSCRIPTION.)

COPY Original filed in Record

LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
POST OFFICE DRAWER 1389
JENNINGS, LOUISIANA 70546
(337) 824-3506

EXHIBIT F

FILED
AUG 22 2019
Linda L. Gondella
DEPUTY CLERK

APPEARANCES: (CONTINUING)

FOR THE DEFENDANTS, GEODYNE NOMINEE CORPORATION AND GEODYNE RESOURCES, INC.:

MR. ADAM V. ZUCKERMAN
BAKER DONELSON BEARMAN
CALDWELL & BERKOWITZ, PC
201 ST. CHARLES AVENUE, SUITE 3600
NEW ORLEANS, LOUISIANA 70170

FOR THE DEFENDANT, HONEYWELL INTERNATIONAL, INC.:

MS. CLAIRE E. JUNEAU
KEAN MILLER, LLP
II CITY PLAZA
400 CONVENTION STREET, SUITE 700
POST OFFICE BOX 3513
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, LARIO OIL & GAS COMPANY AND BHP BILLITON PETROLEUM (AMERICAS), INC.:

MR. DEMARCUS J. GORDON
MS. JANE A. JACKSON
GORDON, ARATA, MCCOLLAM,
DUPLANTIS & EAGAN, LLC
201 ST. CHARLES AVENUE, 40TH FLOOR
NEW ORLEANS, LOUISIANA 70170-4000

FOR THE DEFENDANTS, JOMAC PROPERTIES, A LIMITED PARTNERSHIP, PEVEHOUSE, INC.:

MR. EDWARD C. ABELL, JR.
ONEBANE LAW FIRM
1200 CAMELLIA BLVD., SUITE 300
POST OFFICE DRAWER 3507
LAFAYETTE, LOUISIANA 70502-3507

FOR THE DEFENDANT, ENCANA OIL & GAS (USA), INC.:

MR. WILLIAM G. DAVIS
MCGLINCHEY STAFFORD
14TH FLOOR, 301 MAIN STREET
BATON ROUGE, LOUISIANA 70801

FOR THE DEFENDANT, ELAND ENERGY, INC.:

MR. ROBIN D. MCGUIRE
TWO GALLERIA TOWER
13455 NOEL ROAD, SUITE 2000
DALLAS, TEXAS 75240

FOR THE DEFENDANT, NEWFIELD EXPLORATION GULF COAST, LLC:

MR. JED M. MESTAYER
NEUNER PATE
ONE PETROLEUM CENTER
1001 WEST PINHOOK ROAD, SUITE 200
LAFAYETTE, LOUISIANA 70503

APPEARANCES: (CONTINUING)

FOR THE DEFENDANTS, CONOCOPHILLIPS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, LLC:

MR. ERIC E. JARRELL
KING, KREBS & JURGENS, PLLC
201 ST. CHARLES AVENUE, 45TH FLOOR
NEW ORLEANS, LOUISIANA 70170

FOR THE DEFENDANT, HENRY PRODUCTION COMPANY, INC.:

MS. VALERIE V. GUIDRY
OTTINGER HEBERT, LLC
POST OFFICE DRAWER 52606
1313 WEST PINHOOK ROAD
LAFAYETTE, LOUISIANA 70505-2606

FOR THE DEFENDANT, APACHE OIL CORPORATION:

MR. DOUGLAS C. LONGMAN, JR.
JONES WALKER, LLP
600 JEFFERSON STREET, SUITE 1600
POST OFFICE BOX 3408
LAFAYETTE, LOUISIANA 70802

FOR THE DEFENDANT, CHEVRON USA HOLDINGS, INC.:

MR. ALAN J. BERTEAU
KEAN MILLER, LLP
II CITY PLAZA, SUITE 700
400 CONVENTION STREET
POST OFFICE BOX 3513
BATON ROUGE, LOUISIANA 70821-3513

FOR THE DEFENDANT, REBEL OIL COMPANY:

MR. EVAN J. GODOFSKY
LARZELERE PICOU WELLS
SIMPSON LONERO, LLC
3850 NORTH CAUSEWAY BOULEVARD
SUITE 1100, TWO LAKEWAY CENTER
METAIRIE, LOUISIANA 70002

FOR THE DEFENDANT, LACLEDE GAS COMPANY:

MR. SCOTT H. MASON
PLAUCHE MASELLI PARKERSON, LLP
701 POYDRAS STREET, SUITE 3800
NEW ORLEANS, LOUISIANA 70139

FOR THE DEFENDANTS, XH, LLC, AND HHE (HASSIE HUNT EXPLORATION COMPANY):

MS. APRIL L. ROLEN-OGDEN
LISKOW & LEWIS, APLC
822 HARDING STREET
POST OFFICE BOX 52008
LAFAYETTE, LOUISIANA 70505

OPEN COURT
JENNINGS, LOUISIANA
HONORABLE J. BYRON HEBERT
JUDGE AD HOC PRESIDING
FEBRUARY 26, 2014

P R O C E E D I N G S

(OFF THE RECORD.)

THE COURT:

Okay. Let's -- we can get started by making your appearances, and as you -- as you approach the bench and you -- we would like you to also identify yourself again for the court reporter. But, at this point, let's -- let's see if we can get everyone to announce their appearances.

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs, Edward Conner, et al.

THE COURT:

Okay. And you have co-counsel?

MR. BRUCHHAUS:

Yeah, Jamie Gary. He's with our law firm.

THE COURT:

Okay.

Okay. Let's see. Oh, I guess we can just start on the left side.

MR. ABELL:

Your Honor, I'm Edward Abell with the Onebane Law Firm representing Jomac.

THE COURT:

Jomac, huh?

MR. ABELL:

Jomac, J-o-m-a-c, and --

THE COURT:

And Rebel?

MR. ABELL:

-- and -- no, Rebel -- Your Honor, I will withdraw as Rebel's counsel because there's a duplication here. We have a little confusion. Rebel has two lawyers, and I'm not the one they're going to pay.

THE COURT:

Okay.

Okay.

MR. ABELL:

I also represent Pevehouse in the --

THE COURT:

Pevehouse.

Okay.

MR. ROBINSON:

May it please the Court, Your Honor, George Robinson with Liskow & Lewis out of Lafayette. I'm here for BP Production, Total E&P USA, Forest Oil Corporation, and Adams Resources Corporation.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman of Jones Walker. I represent Apache Corporation.

THE COURT:

You -- you're getting them?

THE COURT REPORTER:

Uh-huh (yes).

THE COURT:

Okay. Thank you.

Okay.

MR. MESTAYER:

Judge, Jed Mestayer for Newfield Exploration Gulf Coast, LLC.

THE COURT:

I'm sorry. What?

MR. MESTAYER:

Jed Mestayer for Newfield Exploration Gulf Coast, LLC.

THE COURT:

What is the -- the -- the defendant -- I mean, the defendant's name again?

MR. MESTAYER:

Newfield --

THE COURT:

Newfield.

MR. MESTAYER:

-- Exploration.

THE COURT:

Okay.

Okay.

MS. GUIDRY:

Your Honor, Valerie Guidry for Henry Production Company.

THE COURT:

Okay.

MS. JUNEAU:

Good afternoon, Your Honor. Claire Juneau for Honeywell International.

THE COURT:

Okay. Thank you.

MR. GORDON:

Good morning or good afternoon, Your Honor.

THE COURT:

Yeah.

MR. GORDON:

Demarcus Gordon at Gordon Arata on behalf of BHP Billiton Petroleum (Americans), Inc., and Lario Oil & Gas Company. I also have Jane Jackson here with me.

THE COURT:

Who?

Oh, Jane.

Okay.

Jane Jackson.

Okay.

MR. MASON:

Your Honor, Scott Mason with Plauche Maselli Parkerson for Laclede Gas Company.

THE COURT:

What is the defendant -- the defendant?

MR. MASON:

It's Laclede, L-a-c-l-e-d-e, Gas Company.

THE COURT:

Okay. That's -- who else?

MR. GODOFSKY:

Evan Godofsky for Rebel Oil Company.

THE COURT:

I'm sorry. What's your name?

MR. GODOFSKY:

Evan Godofsky.

THE COURT:

How do you spell your last name?

MR. GODOFSKY:

G-o-d-o-f-s-k-y.

THE COURT:

Okay. And who do you represent?

MR. GODOFSKY:

Rebel Oil Company.

THE COURT:

Rebel, okay.

Rebel.

Okay.

MR. ZUCKERMAN:

Good afternoon, Your Honor. Adam Zuckerman on behalf of the two Geodyne defendants, Geodyne Nominee Corporation and Geodyne Resources.

THE COURT:

Okay.

Okay.

MR. MCGUIRE:

Your Honor, Robin McGuire on behalf of Eland Energy, Inc.

THE COURT:

Eland. Eland you said, huh?

MR. MCGUIRE:

Eland Energy, yes, sir.

THE COURT:

Okay.

MR. JARRELL:

Eric Jarrell, Judge Hebert, for ConocoPhillips Company and the Louisiana Land and Exploration Company, LLC.

THE COURT:

Okay. Thank you.

MR. DAVIS:

Your Honor, William Davis on behalf of Encana Oil & Gas (USA).

THE COURT:

Thank you.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA Holdings.

THE COURT:

All right. Thank you.

MS. ROLEN-OGDEN:

Good afternoon, Your Honor. April Rolen-Ogden with Liskow & Lewis on behalf of XH and HHE.

THE COURT:

Okay. Did you have a -- a motion?

MS. ROLEN-OGDEN:

No, Your Honor. We're here to observe.

THE COURT:

Oh, okay.

Thank you.

MS. ROLEN-OGDEN:

Thank you.

THE COURT:

Okay.

Okay. Let's see. Anyone else that we haven't gotten to?

(NO VERBAL RESPONSE.)

THE COURT:

We can anticipate a lot of motions and pleadings in this case. Perhaps we could -- let me give you my e-mail address so that you can send things electronically. If -- my e-mail address is b-b-e-a-r -- that's b bear, instead of Hebert, b-b-e-a-r-4-3, and it's at Bellsouth.net. And if you would, I have a law clerk, Neil Savoy, who's present in the courtroom, but his --

his e-mail address is Neil Savoy -- it's n-e-i-l-s-a-v-o-y. It's all one word. Neilsavoy@gmail.com.

I think it would help if you would just e-mail me the documents and -- but -- but then three days before a hearing, I would like a -- a bench book. So we'll just need one copy of everything that's coming up but in the form of a bench book. In a case that I had before, we kind of like -- they took turns doing this. Like the plaintiffs would present the bench book, the -- the next -- the next hearing, and then the defendant -- they'd alternate it between the defendants and the -- the plaintiff as a way of preparing a bench book.

But, in other words, it'd only be one copy necessary of your briefs, but just before, you know, the hearing, like, you know, at least three days before if I could have -- the reason it's three days is I'm presuming that you will have briefs and reply briefs and opposition -- I mean -- let's see, briefs, opposition, and replies. So sometimes it's at the last, you know, few days. So that we have all -- all the written pleadings that we could put into one -- one notebook. If y'all could do that for me, that would be good. If -- but don't -- otherwise, just send in everything by e-mail. That would be fine.

And as far as the bench book, if it could be delivered -- I don't have an office address. It's a home address, but it's 108 North Louisiana, Abbeville, 70510.

Okay. And as far as today, we're just taking up the non-evidentiary motions, our exceptions?

MR. BRUCHHAUS:

That's correct, Your Honor.

THE COURT:

And -- let's see. Yeah, that's by agreement.

And the -- the -- the other motions are -- I understand are continued without date; am I right?

MR. BRUCHHAUS:

That's my understanding, Your Honor.

THE COURT:

Okay. I had -- I did see the -- the -- I was wondering if we could perhaps come to an agreement on the -- on all the except- -- the dil- -- the dilatory exceptions on vagueness and ambiguity. And I guess I'm not sure if it would also include the -- I guess the requirements of 891, too.

The brief -- let's see. I'm trying to remember who -- who attached these briefs as an exhibit. Let me see.

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

Anyway, one of the defendants had the exhibit with -- with Judge McIntyre's judgment in the Thomas case.

MR. ROBINSON:

That was me, Your Honor, George Robinson.

THE COURT:

Okay. Mr. Robinson.

Yeah, I was looking at that and looking at his -- his judgment, which -- which set out a -- a -- a chart, a pleadings by chart to -- did the plaintiffs look at that? This is Thomas --

MR. BRUCHHAUS:

We've seen it before, Your Honor, and -- and

part of the reason that in the brief -- I mean, in the petition now we attach an operator history, a detailed operator history, all of the leases, maps of the property, and the other exhibits is to address those vagueness exceptions that we've seen in the last -- like the one in the Thomas case.

THE COURT:

Does that answer -- the -- that exhibit would answer -- let's see. Which exhibit are you talking about?

MR. BRUCHHAUS:

It's Exhibit A, B, C, and D, Your Honor.

THE COURT:

I haven't gotten to those yet. I don't know. Let me see. I'm not sure how they're filed in the record.

MR. BRUCHHAUS:

They were attached to the back of the petition.

THE COURT:

Well, I have the original petition, but I don't see the exhibits. I wonder if they were put in a different -- would the clerk -- did they put them in a -- did they put them somewhere other than in the record?

(THE COURT AND THE CLERK CONFER BRIEFLY.)

THE CLERK:

This is the latest file (indicating).

THE COURT:

The -- you're talking about the petition -- no, but this is the petition that was filed August 23rd.

MR. BRUCHHAUS:

Yes, sir.

THE COURT.

You -- you had exhibits attached to that?

MR. BRUCHHAUS:

We did.

THE COURT:

I'm not sure how it was done.

MR. BRUCHHAUS:

Judge, --

THE COURT.

I'm not sure what the clerk -- let's see. Let me check it.

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- if you want to check Paragraph 5 of the petition, it details what the exhibits are.

THE COURT:

Okay. Wait just a second. The clerk's looking at it now. Let me see.

THE CLERK:

I don't see them, Judge.

THE COURT:

They're not in the record.

MR. BRUCHHAUS:

Okay.

THE COURT:

The exhibits are not in the record. I don't know.

Do you have them with you or a copy?

MR. BRUCHHAUS:

I have a copy, Your Honor.

THE COURT:

It's a copy?

MR. BRUCHHAUS:

Yeah.

THE COURT:

Let me see.

MR. BRUCHHAUS:

The only thing that's not attached in that copy is all the leases that were filed as well.

THE COURT:

Is what?

MR. BRUCHHAUS:

Is all the leases that we filed.

THE COURT:

Okay.

So the defendants were served with the exhibits, huh, the --

MR. BRUCHHAUS:

I think so, Your Honor.

THE COURT:

Let me see.

MR. ROBINSON:

That's correct, Your Honor.

THE COURT:

Huh?

MR. ROBINSON:

Yeah, we've -- we've -- we've got the exhibits. They were attached to the -- I think -- Mr. Bruchhaus, I think y'all furnished them to us on CD.

MR. BRUCHHAUS:

That's correct.

THE COURT:

Okay.

Okay. Mr. Robinson, you want -- you want to address that --

MR. ROBINSON:

I will, Your Honor.

THE COURT:

-- 'cause it -- this is -- you -- you had -- is there anything else you want to say about this particular issue on the -- besides your brief -- I mean, on -- on --

MR. BRUCHHAUS:

I guess I'll hear what Mr. Robinson has to say, Your Honor, and then I'll -- I'll respond accordingly, if that's okay.

THE COURT:

Okay. So --

MR. ROBINSON:

Your Honor, may it please the Court, George Robinson, Liskow & Lewis, for BP, Total E&P, Forest Oil Corporation, and Adams Resources.

Your Honor, without a doubt, we were served with the exhibits, but -- and I'll fast forward. Those exhibits pretty much gave us everything that Judge McIntyre said in the Thomas case that we had gotten, but we -- we still think that in terms of the exception of vagueness the petition is deficient as follows. We're -- we're entitled -- each defendant is entitled to know the -- the -- the nature of the claims against it and the material facts.

Your Honor, I'm going to -- with the -- in the absence of an easel -- I've shown this (indicating)

to Mr. Bruchhaus. This is one of the exhibits (indicating). It's a list of the operators, the people or companies who actually did the -- the physical work in the field, drilling, producing, closing pits, whatever, and none of my clients appear on that, and I've -- I've looked at the leases.

So our position is, first of all, we didn't act. We didn't -- my four -- I'm -- and I'm speaking for all four of them unless I differentiate. None of them were operators. We never operated, so we really don't know what went on in the field, and, for example, what we did, where we did it, when we did it. We've got those legal descriptions, but we don't know where -- and -- and there's -- and there's some legal descriptions in the leases, but we didn't act.

So what we're trying to find out is the -- the basis upon which -- the factual basis upon which the plaintiffs predicate liability against my four clients. And I -- I think in terms of acting, Your Honor, the mere fact that they may have had a working interest in the lease is -- is inconsequential insofar as they taking any action. They -- they could be liable under the mineral code for their share if there was a breach of the lease, but we don't know that because there's no -- no specificity.

And in the case that Judge McIntyre -- Your Honor, at Page 21 of the reasons for judgment, he said that the -- the plaintiffs have given a lot of information, property at issue by section, township, and range, and the identity of each -- each well, operational areas at issue. That was the Delhi field. Types and claims, legal theories relied upon, breach of contract,

trespass, nuisance, in this case, punitive damages, causes of the -- of the pollution on plaintiffs' property, pits, pipelines, and spillage, chemical constituents of produced water, drilling mud and norm, the areas damaged, and the types of damages sought.

But then he went on, Your Honor, in sustaining the exception he -- what he required in the amendment was the plaintiffs to amend to designate the specific tracts of land owned by each plaintiff and the ownership percentage, the specific claim each plaintiff is asserting, the defendants against whom each plaintiffs' claim is being asserted, the nature and location of the alleged contamination and the source for each tract of land, nature of the breach of the mineral lease as to each defendant, the defendants and/or other operators who allegedly conducted operations or activities on the land for which the plaintiff alleges it liable in damages.

So he found that while the -- the -- the general information as to the location of the property and the types of claims being made were there in the petition there was no specificity as to the claims sought against each of the defendants.

Your Honor, the -- the well history attached as an exhibit to the petition shows approximately 25 or 26 wells and the operator -- it has the well histories. It lists those same operators on this exhibit, and my clients' names -- the only place my clients' names appears, other than non-operating working interest in a few leases, is in the petition.

So we would ask Your Honor to sustain the exception to the extent the --the plaintiffs be required

to allege with further specificity what my clients did, when they did it, where they did it, and what damages they're seeking from our clients.

Your Honor, that's -- that's all I have unless --

THE COURT:

Yeah.

MR. ROBINSON:

-- there's some questions.

THE COURT:

I think that -- well, I think that that's one of the areas that hasn't been answered by these exhibits that's in the -- the -- the judgment -- the Thomas case judgment that -- that was ordered by Judge McIntyre. He says -- now, he -- he suggested it could be done by a chart, which that would be -- that would satisfy your -- your problem?

MR. ROBINSON:

Well, just -- the -- the chart -- the chart was actually -- I think what happened is a Mr. Coenen, Will Coenen, of the Carmouche Firm, who was lead for the plaintiffs in that one, --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- did an amended petition and attached the chart.

THE COURT:

Uh-huh (yes).

Because I think it's not covered by the exhibits that -- asking for the nature and location of the alleged contamination and the source thereof and for

the defendants who allegedly conducted the operations or the activities on the land.

MR. BRUCHHAUS:

Your Honor, may I address some of those?

THE COURT:

Yeah, uh-huh (yes).

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs.

THE COURT:

All right.

MR. BRUCHHAUS:

Your Honor, this is not our first rodeo in preparing these petitions, and routinely we get hit with these, and over the course of time, we've tried to anticipate these exceptions and have tried to comply with the requests, and -- and including Judge Thomas.

And -- and just to give you an update on what's in this petition, Your Honor, in those exhibits, we have a -- a map detailing the plaintiffs' property, specifically, which one is owned by Mr. -- Edward Conner, which one's owned by Mr. Charles Conner, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and in this particular case, those are the only two plaintiffs. And so the issues that were raised by Judge Thomas are addressed with regards to who the plaintiffs are and what property we're talking to.

THE COURT:

Uh-huh (yes). Right.

MR. BRUCHHAUS:

In addition to that, we've attached an

operator history, and in there, we don't dispute what Mr. Robinson said, his clients are not listed on that list as operators. All of the operators that are on that list were named as plaintiffs in this -- as defendants in this petition, and if the other defendants who filed vagueness exceptions names do not appear, we address that in our petition by saying you're in the lawsuit because you were on the lease chain, okay. So there are leases, and so what we did was we attached all the leases.

And I don't think there's a dispute from Mr. Robinson or the other defendants that their names appear on those leases. All of those leases contain property descriptions, Your Honor. They contain property descriptions that apply to the property now owned by the Conners. So I think we've complied with -- with the requirements of the code.

In addition to that, Your Honor, in those exhibits, all of the wells that are identified and attached to those are survey maps that we got from DNR that we attached showing where the property is. In addition to that, we attached other maps to the -- to the petition that show exactly where the property is and where the wells are located. So I think we've addressed all of those things that would normally be on the chart that was discussed by Judge Thomas.

At the end of the day, Your Honor, we do -- we -- we try our best to include all of the allegations sufficient so that we don't have to come here and address vagueness exceptions, and I think that we've done that in this particular case. If -- if you are a defendant in this case and you were not an operator, it's because your name appeared on the lease, and, Your Honor, I think the

code says and the cases say that items that are in the possession of the defendant are not a reason to sustain a vagueness exception in a -- in a particular case like this, and certainly those defendants would be in possession of those leases. They're in the public records, and not only that, we've attached them to the position -- I mean, to the petition.

So for all of those reasons, I think we've complied with the code and -- and should not have to amend our petition.

THE COURT:

Well, you don't -- do you -- do you allege specifically, though, what -- how the lease is being violated by the defendant?

Let me see.

Do you do that, the nature of the breach of the lease --

MR. BRUCHHAUS:

Judge, we do not --

THE COURT:

-- as to each defendant?

MR. BRUCHHAUS:

No, Your Honor, we don't, not as to each defendant. But what that would require us to do is go through and list every single lease, every defendant that's on it, which we've already attached to the petition, and then all of our general allegations as to why these leases were breached are contained in globo in our -- our --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- 25-page petition and including in our 50 paragraphs that we've included in the petition.

But to answer your question, no, we didn't set out Mr. Robinson's specific client, identify the exact lease in the petition -- we attached it to -- as -- as copies -- and say this is why you breached the lease, but contained in the petition, it certainly details why we believe all the defendants breached all of the leases.

THE COURT:

And you didn't specifically identify -- along those lines, you didn't specifically identify what defendants -- what activities on -- that each defendant did.

No, you -- you -- you have a general allegation that this applies to all the defendants. That's what you say at the beginning of your petition, that all the allegations apply to all of the defendants. You don't have any specific allegations --

MR. BRUCHHAUS:

Your -- Your Honor, --

THE COURT:

-- against --

MR. BRUCHHAUS:

-- the plaintiffs certainly will concede that if you're -- if you're not on that operator list, and you never went to the property, and you never did anything, you know, we're not alleging that you did unless we find in discovery some documents that show that you did more than just were on the lease chain. I mean, we'll -- we will concede that.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

But -- but being on the lease chain generates rights and responsibilities and obligations that we've alleged in the petition.

THE COURT:

Well, have you identi- -- you haven't identified the -- the source of the -- have you identified the source of the contamination?

MR. BRUCHHAUS:

I think that we have, Your Honor. I guess I could go through the entire petition and -- and --

THE COURT:

No.

MR. BRUCHHAUS:

-- and identify it all, but I -- I think we've certainly identified that.

THE COURT:

But you don't say it's because of any specific defendants. You're just saying it applies to all the defendants, the contamination?

MR. BRUCHHAUS:

We allege that the defendants' activities, and that's in Paragraph 8 through 12 of the petition. It goes through. It details the activities with regards to the unlined earthen pits and all of the contaminates that would have existed and details exactly what those contaminates would be. In Paragraph 6, we identify the exploration production defendants, identified them as -- as to their liability and why they appear in the lawsuit.

THE COURT:

What paragraph you said?

MR. BRUCHHAUS:

The contaminate -- the contaminates and the activities are Paragraphs 8 through 12, Your Honor.

THE COURT:

Yes, the --

That's right.

And --

MR. BRUCHHAUS:

Oh, I'm sorry.

THE COURT:

-- so you're referring to all the defendants in those paragraphs?

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

But then what did you say after that? You said that --

MR. BRUCHHAUS:

In -- in Paragraph 6, we identify what the -- the legal responsibility of -- of the exploration and production defendants is in Paragraph 6.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Your Honor, I'm -- I'm happy to do whatever the Court wants the plaintiffs to do to try to make it clearer for these defendants.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

That's not the point. I think that we've done our best to try to make sure that they are aware of what the allegations against them are. We've attached

all of the leases. But if Your Honor wants us to do more, we will comply with whatever Your Honor requests us to do.

THE COURT:

Well, I still think it'd be helpful to have a -- a -- a chart to show the -- the alleged contamination and the source and the name of the defendants that allegedly conducted operations or activities.

Now, you're saying -- we're talking about in this case two tracts, but -- so we should have a distinction between the two tracts.

MR. BRUCHHAUS:

We do, Your Honor, and we've attached a map that shows that.

THE COURT:

Okay.

MR. BRUCHHAUS:

I don't know that the defendants are so much complaining about that.

THE COURT:

So it would only be to name the defendants -- you have to specifically allege the source of the contamination and the name -- the name of the defendants for this --

MR. BRUCHHAUS:

Just -- just for clarification, Your Honor, in -- in the exhibit, there is an operator history, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- and then we identify by well number the particular well, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and then we identify what operators operated under that particular well. And with the maps, you can see on the property where the well was so you know what operators operated what wells.

THE COURT:

Okay.

MR. BRUCHHAUS:

But -- but I'll be happy to -- to make a chart that shows that and provide it to the defendants.

THE COURT:

And also the -- the operations -- well, and also the leases -- I mean, the leases. I think you need -- you have the dates of -- of the leases in those exhibits, --

MR. BRUCHHAUS:

Judge, there's -- there's almost --

THE COURT:

-- the names and the dates?

MR. BRUCHHAUS:

There's almost 1,500 pages of leases that were attached to the back of the petition, so it'll take us some time to get -- get that particular chart, but --

THE COURT:

That would have -- and you're saying you've already stated the nature of the breach of the lease --

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

-- in the petition?

MR. BRUCHHAUS:

We do that generally in the petition, yes.

THE COURT:

So we know -- you can furnish the names, and the -- and the dates of the leases, and the breach.

MR. BRUCHHAUS:

Okay.

THE COURT:

If you -- I don't know. It seems like you should be able to -- to allege the -- the breach -- the -- how that lease is breached.

MR. BRUCHHAUS:

We've done it generally in the petition, --

THE COURT:

Yeah.

MR. BRUCHHAUS:

-- but if you want us to add it to each lease, we can do that.

THE COURT:

Yeah.

Mr. Robinson, did -- does -- does that satisfy your objection or not?

MR. ROBINSON:

I -- I -- Judge -- and -- and I -- I -- Mr. Bruchhaus and I have handled a lot of cases together. In fact, we've --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- been on the same side a few times. I'm not trying to put them to extra work. I'm trying to find out what the claim is against my clients and --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- and I think we both agree that my clients didn't act. They never went on the property. But what I'm trying to get to is for -- for -- for further motion practice perhaps or preparing for trial if we go to trial is what -- what their source of liability is and -- and to -- and -- and how it came about.

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

And I -- if -- if we could find -- and -- and the -- there's a lot of information in the petition, but as Your Honor has noted, it's -- it's also pretty general.

THE COURT:

It's -- right. I -- I just -- you can do it by way of the chart if it makes it -- if it's just an easier way to do it then to keep having to -- to repeat your allegations.

MR. ROBINSON:

It doesn't have to be --

THE COURT:

But if you can --

MR. ROBINSON:

I'm sorry, Your Honor.

THE COURT:

Yeah.

What?

MR. ROBINSON:

It -- it doesn't have to be a chart. Just if

-- if Mr. Bruchhaus wants to amend and just make specific allegations as to my client just -- I don't care --.

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- what format it's in.

THE COURT:

Okay.

MR. DAVIS:

Your Honor, --

THE COURT:

Yes.

MR. DAVIS:

-- I apologize for interrupting.

My name is William Davis on behalf of Encana --

THE COURT:

Uh-huh (yes).

MR. DAVIS:

-- (USA). I want to adopt Mr. Robinson's argument. I too am a non-operator assignee of a lease in the field and would like for any ruling that applies to Mr. Robinson's clients to apply equally to Encana.

THE COURT:

Right.

Would that satisfy your objection on the -- the amendment that -- what we're speaking about, the amendment to the --

MR. DAVIS:

It -- it certainly would.

THE COURT:

-- to identify the lease, --

MR. DAVIS:

It certainly would.

THE COURT:

-- and the date, and the breach --

MR. DAVIS:

Right.

And, Your Honor, --

MR. BRUCHHAUS:

For each.

THE COURT:

-- for each defendant?

Right.

MR. DAVIS:

-- might I say, only speaking for my client, that if -- if -- if Mr. Bruchhaus is required to amend then instead of going through the process of serving everybody again, he's welcome to simply send me a copy or serve it to me electronically or in some fashion to avoid the time, trouble, and expense of having service as was on the original petition.

THE COURT:

Okay.

MR. ROBINSON:

That would work for me also, Your Honor.

THE COURT:

Okay. You accept service electronically, okay.

Okay. We had a number, though, of exceptions, the dilatory exception -- well, right now, we're just talking about the dilatory exception for vagueness.

Does anyone want to add to what --

MR. ABELL:

Your Honor, my -- my clients are --

THE COURT:

-- the -- the Court's order?

MR. ABELL:

My clients are similarly situated. They're working interest owners. They did not operate on the property, and that's Jomac and Pevehouse, and we would be happy with the ruling that -- that was made on this issue.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman for Apache. Apache was a non-operator as well, and the -- the points made by Mr. Robinson apply to Apache as well as the other non-ops, and what you've stated would be perfectly fine with us.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of the two Geodyne defendants. I believe that the chart would suffice. I -- I -- I make one point that perhaps we could get clarified here. With respect to the chart, I might have miscounted, but I think there were about close to 2,700 pages. Essentially, it looked like the public record -- the conveyance records had simply been copied and attached, so it is very difficult for the defendants to discern from the broad global allegations in the petition --

THE COURT:

Uh-huh (yes).

MR. ZUCKERMAN:

-- which leases and other agreements apply, and I generally think that the chart will be sufficient for that, but I note that the plaintiffs have also made third-party beneficiary allegations, and so I think what the defendants need is not just whether they were a lessee under a particular lease, but if there is an agreement, a contract, or a mineral lease, any source of liability ought to be identified in that chart so that defendants can safely plead things like prematurity, or want of amicable demand, or perhaps even arbitration. I don't know whether that would be in any -- any of the agreements.

But my point is that each defendant needs to be able to understand which specific agreements, contracts, mineral leases, et cetera, that are attached as an exhibit to the petition serve as a basis of alleged liability.

So I would simply ask that the -- the Court to consider that in connection with its order.

THE COURT:

Okay.

MR. ZUCKERMAN:

Thank you, Your Honor.

THE COURT:

Okay. Thank you.

And --

MR. JARRELL:

Eric Jarrell, Your Honor, for the Louisiana Land and Exploration Company, LLC. We were alleged as an operating defendant. I'm assuming that all of this would

cover since the non-ops want to know what the operators did that their allegedly liable for it would catch us as well.

Also, I represent ConocoPhillips Company who is alleged to have owned property next door to one of the plaintiffs' property, and we would assume that the same types of allegation would have to be in the new petition that would say what was specifically done on that property next door that allegedly caused what specific injury to the adjacent property because we don't know.

THE COURT:

Okay.

So -- right. I think we would include that. We talked about the lease but also the -- the operators, the activities. We -- we need more specific specificity as to the defendants whose -- who -- what was the activities that they're liable for.

MR. BRUCHHAUS:

Judge, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Judge, there were -- there were two gas processing defendants. One is Conoco, and one is a company called DAQ, and that's who Mr. Jarrell represents, Conoco. I -- I don't -- I'll be happy to include some more specific allegations with -- with regard to -- to his -- his involvement in the case. I think that we did include that, but if -- if the Court requires me to do something more specific, I can.

THE COURT:

Okay.

Okay. And then -- I'm sorry. What -- what is your name?

MR. GORDON:

Demarcus Gordon --

THE COURT:

Okay.

MR. GORDON:

-- on behalf of BHP Billiton Petroleum (Americans), Inc., and Lario Oil & Gas Company.

Your Honor, I'd also like to adopt Mr. Robinson's arguments and also Mr. Jarrell's arguments. One of my clients was one of the -- the predecessors who were alleged to be operators, and -- and the petition doesn't tell us what, if anything, they did wrong. So we would likewise like to have some specificity as it pertains to the operators.

THE COURT:

Okay. And --

MS. JUNEAU:

Your Honor, Claire Juneau, again, for Honeywell. I would just like to adopt Mr. Robinson's and Mr. Zuckerman's arguments --

THE COURT:

Okay.

MS. JUNEAU:

-- and have any ruling that -- that applies to them apply to Honeywell.

THE COURT:

Okay. Thank you.

MR. MESTAYER:

Judge, Jed Mestayer for Newfield Exploration Gulf Coast. We're also a non-operator, and we adopt the

arguments by co-defendant.

THE COURT:

Okay. Thank you.

MR. GODOFSKY:

Evan Godofsky for Rebel Oil Company, another non-operator. We adopt -- we adopt the arguments of Mr. Robinson and Zuckerman, and we're going to ask that the rulings apply to Rebel as well.

THE COURT:

Okay.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA. We also -- that would satisfy our -- our vagueness exception, the rulings urged by the Court.

Your Honor, if we could go an extra step, we also had exceptions of improper cumulation and prematurity. It strikes me that until we know exactly what leases are at issue that it might be an exercise in futility to -- to try to -- to grabble with those exceptions.

So I -- I can only speak for myself, but it seems like that those exceptions might be a matter to be disposed of at a later date.

THE COURT:

To defer after the amended petition?

MR. BERTEAU:

That's right.

THE COURT:

Okay.

MR. ROBINSON:

Your Honor, I've discussed that with Mr. Bruchhaus and I had discussed it with some of the

defendants before you took the bench this afternoon, and we're -- we're perfectly -- in fact, I think it would be -- it would help everybody, all sides, if we just deferred the rest of the non-evidentiary exceptions until after the amendment.

THE COURT:

Okay. So --

MR. BRUCHHAUS:

That's fine, Your Honor.

THE COURT:

Okay. Do we --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

So I will grant the exception of --

MR. BRUCHHAUS:

Your Honor, there's -- there's one point I'd -- I'd question the Court's indulgence with. Obviously, this is going to require us to do a lot of work, and -- and normally you have --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- you give 30 days to amend this petition.

THE COURT:

Right.

MR. BRUCHHAUS:

I would request 60 days if the defendants do not object so that we can properly amend and hopefully get all of it taken care of.

THE COURT:

Is that agreed?

MR. ROBINSON:

That's agreeable with me, Your Honor.

THE COURT:

Okay.

Okay. We'll allow 60 days to amend. The exception is granted as -- and the -- that's the exception of vagueness and ambiguity. That -- that would -- in response, the -- the plaintiffs will amend the petition to allege specific allegations to the specific named defendants on the -- as -- as far as the operators as to their liability for damages suffered on the -- on the -- on the tracts. As to the operators, you need to be more specific as to each one, right?

MR. BRUCHHAUS:

I understand, Your Honor.

THE COURT:

Okay. And then for the non-operators, we need the -- the name on the -- the -- the lease, the date, and the breach, the -- how the -- and if it's not -- well, we added something. Okay. If it's not a lease, it's -- if it's some other agreement, you need to add that to the list; that it -- this is a third party. If it's a third-party beneficiary to another agreement or whatever the liability is and what's based on a non-operator, we'll have to know that.

MR. BRUCHHAUS:

We'll do the best we can do, Your Honor.

THE COURT:

And you'll do that within 60 days?

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

Okay.

All right.

Okay. And the minutes can be sufficient unless y'all wanted some sort of judgment on that or order.

MR. ROBINSON:

I think the minutes for now is sufficient.

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

You want to circulate an order or not?

MR. ROBINSON:

I think that we'll -- we'll go with the minutes, Your Honor.

THE COURT:

Oh, the minutes, okay.

MR. ROBINSON:

Yeah.

THE COURT:

Those minutes would be sufficient.

MR. ROBINSON:

'Cause we can get a -- we can get a transcript and go from there.

THE COURT:

Okay.

Okay.

MR. GORDON:

Your Honor, --

THE COURT:

Anything else we can take up -- take up?

MR. GORDON:

Yes, Your Honor. Demarcus Gordon, again, on

behalf of BHP --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- and Lario. We have an exception regarding Article 891 and the fact that the plaintiffs have alleged fraud --

THE COURT:

Yeah.

MR. GORDON:

-- generally within the petition.

THE COURT:

Right.

MR. GORDON:

If they're amending the petition anyway, it would make --

THE COURT:

Yes.

MR. GORDON:

-- sense for them to allege fraud with particularity as to -- as it pertains to any defendant to whom they are alleging fraud against, and I just wanted to mention that --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- because I don't want them to amend their petition and we come back and then we say now do fraud.

THE COURT:

No, I think that's --

MR. GORDON:

But I think that may be something that --

THE COURT:

-- I think that's correct on the --

MR. BRUCHHAUS:

Judge, I'd --

THE COURT:

-- the allegation of fraud.

MR. BRUCHHAUS:

-- I'd -- I'd like to address that one maybe.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

We include specific paragraphs because we're faced with this in every case. Paragraph 13 deals with fraud. We allege exactly what we claim the fraud is; 14 does; 15 does. In there, we say exactly what we think the particular fraud claims are, and -- and, Your Honor, fraud, as defined by the code, is -- I -- I know that 1953 says fraud is a misrepresentation or a suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. Fraud may result from silence or an inaction. And, Judge, in these paragraphs, we allege what the industry knowledge was, what the contaminates were, what the chemicals were, what the day-to-day operations were. The fact that the contaminates were never removed. That the plaintiffs were never told that there was improper reporting to the appropriate authorities, and, Judge, I just got to believe that based upon those paragraphs and based upon the requirements of the code under 891 that we've -- we've sufficed and we've -- we've alleged fraud with particularity in this particular case, Judge.

And, specifically, if you take a look at Paragraph 15, we allege the acts.

THE COURT:

Yeah, in Paragraph -- how is Paragraph 15 insufficient? They list seven -- they -- they list seven different specifics on that fraud basis -- the basis for fraud, Paragraph 15.

Is that --

MR. GORDON:

Your Honor, Demarcus --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- Gordon once again. In response to that, once again, there's more than 30 defendants in this matter. The plaintiffs consciously decided to sue multiple defendants. These allegations are -- are general to all defendants, or maybe even to the world, possibly more defendants or -- or other parties out there. These are not pled with specificity as required by the -- the code and -- and, Your Honor, --

THE COURT:

You make it specific to the defendant. That's what you're asking?

MR. GORDON:

Yes. Yes, Your Honor, and to --

THE COURT:

Okay.

MR. GORDON:

-- the extend they can. I mean, if they can't, then --

THE COURT:

Fine.

MR. GORDON:

-- you know, we've had many of these cases where plaintiffs concede, you know, that -- that they don't have any allegations of fraud, and, here, --

THE COURT:

Yeah.

MR. GORDON:

-- you know, these are the same general paragraphs that they include in every single petition. This has nothing specific to do with this site or -- or what any defendant did or didn't do. It's just general.

THE COURT:

Uh-huh (yes).

MR. GORDON:

It's -- it's what they always put in -- in their petitions, you know, and -- and they --

THE COURT:

Okay.

MR. GORDON:

-- can do a better job of --

THE COURT:

Yeah, I think you need to --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

-- specify the defendants again.

MR. BRUCHHAUS:

Well, I think -- I think Mr. Gordon said one of his particular clients was BHP; is that right?

MR. GORDON:

That's correct.

MR. BRUCHHAUS:

Okay. BHP was one of operators --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- in this particular case, and, Your Honor -- Your Honor, I would ask that maybe he -- we pass this particular allegation 'cause we haven't been able to do discovery yet to find out what his documents say with regards to those which is why we pled it the way we did. I think that would be a reasonable request of the Court. Beyond what we've done in -- in the petition addressing it in three different paragraphs, I don't know what else we can do --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- without the documents.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of Geodyne, which was a -- a non-operating defendant, and I just note that we raised the same exception, and with respect to the article, the -- the allegations that have been referenced in the petition, those talk specifically about operations. Paragraph 13, which was just cited to Your Honor, begins with the defendants knew or should have known that their day-to-day operations in the field would result in the -- the damages that they now allege. And also I would submit to Your Honor that there is a lack of specificity particularly with -- with respect to

non-operators.

THE COURT:

Yeah.

So are you saying you need more than the 60 days to amend on the -- on fraud issues?

MR. BRUCHHAUS:

I don't think so, Your Honor. 60 days would probably give us enough.

THE COURT:

Okay.

Okay. Well, you -- that -- I'm granting the exception as to the -- it wasn't a dilatory exception also on alle- -- it's insufficient allegations for the specific -- specificity for fraud, and so you'll amend the petition on that --

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

-- in regard to the fraud allegations.

Okay.

Okay. And the costs will be determined on the merits for these exceptions at this time.

Any other matter we can take up while we're all here? Well, a lot of us are here, not all of us. We still have some -- some out there. We have 30 -- how many defendants, 30- --

MR. BRUCHHAUS:

34, Your Honor.

THE COURT:

-- 4. You have 34 defendants, okay.

MR. BRUCHHAUS:

Although --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- just for the record, some of the defendants haven't answered yet, and some of them haven't been served, so not everybody's here. So --

THE COURT:

Okay. Well, include them on your charts.

MR. BRUCHHAUS:

Sure. We'll take care of it in advance.

THE COURT:

Right.

Okay.

Okay. Thank you.

I'll see y'all next time, okay.

MR. ROBINSON:

Thank you, Your Honor.

(OFF THE RECORD.)

(PROCEEDINGS ADJOURNED.)

C E R T I F I C A T E

This Certification is valid only for a transcript accompanied by my original *blue* signature and original *blue* official seal on this page.

I, Lynette Latiolais-Emfinger, RPR, CCR, Official Court Reporter in and for the 31st Judicial District Court, Parish of Jefferson Davis, State of Louisiana, do hereby certify that the foregoing transcript reported by me in the stenotype-reporting method contains a full, true, and correct transcription of the above referred to proceedings conducted on the 26th day of February, 2014, and I am not related to or associated with any of the parties to said proceedings; that the transcript has been prepared in compliance with transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana; that I have acted in compliance with the prohibition on contractual relationships. I further certify that the transcription contained herein was prepared and transcribed by me or under my personal direction and supervision and is accurate to the best of my ability, knowledge, information, understanding and belief.

I further state on the record the following: That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceedings, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript; that any words and/or names which could

not be verified through reference material have been denoted with the phrase "(phonetical)".

Signed this 21st day of March, 2014.

Lynette Latiolais-Emfinger, RPR, CCR
Official Court Reporter
State License No. 93007
NCRA License No. 817506

Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-996 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, CHEVRON U.S.A. HOLDINGS INC., CHEVRON U.S.A. INC., THE TEXAS COMPANY, APACHE OIL CORPORATION, ATLANTIC RICHFIELD COMPANY, AND LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.

FILED: NOV 8 - 2013 /s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT C-1

FILED
AUG 22 2019
DEPUTY CLERK

2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

ROZEL OPERATING COMPANY is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lafayette, Louisiana. Rozel Operating Company's registered agent, Raymond A. Beyt, is located at 700 East University Ave., Lafayette, LA 70503;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named as successor in interest to **Conoco, Inc.**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E & P Inc.** and **Texaco Inc.**;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company**;

THE TEXAS COMPANY is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802;

APACHE OIL CORPORATION is a foreign corporation whose registered agent, C T Corporation System, is located at 350 N. St. Paul St., Ste. 2900, Dallas, TX 75201. Apache Oil Corporation is named as successor in interest to **Apache Corporation**;

ATLANTIC RICHFIELD COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Atlantic Richfield Company is named as successor in interest to **Arco Oil and Gas Company – Division of Atlantic Richfield Company**; and

LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C. is a domestic company, organized under the laws of Louisiana, whose member, Gerald Boelte, is domiciled in Louisiana. LLOG Exploration & Production Company, L.L.C.'s registered agent, Kemberlia K. Ducote, is located at 1001 Ochsner Blvd., Suite 200, Covington, LA 70433. LLOG Exploration & Production Company, L.L.C. is named as successor in interest to **LLOG Exploration Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bayou Gentilly, Delacroix Island, and Lake Petit Oil & Gas Fields in Plaquemines Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:

(a) Privately funded projects which are not uses of state concern.

* * *

(c) Maintenance of uses of local concern.

* * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in

accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq*.

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq*. The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the

impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.

- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.

- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.

- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.

- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never

obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently

dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the

Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

* * *

(8) detrimental changes in existing salinity regimes;

(9) detrimental changes in littoral and sediment transport processes;

* * *

(13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-

lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising

under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards,

9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by

any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2566

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

PLEASE SERVE THE PETITION FOR DAMAGES:

ROZEL OPERATING COMPANY
Through its registered agent for service of process:
Raymond A. Beyt
700 East University Ave.
Lafayette, LA 70503

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

THE TEXAS COMPANY
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ATLANTIC RICHFIELD COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.
Through its registered agent for service of process:
Kemberlia K. Ducote
1001 Ochsner Blvd., Suite 200
Covington, LA 70433

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P. O. Box 6028
San Ramon, CA 94583

APACHE OIL CORPORATION
Through its registered agent for service of process:
C T Corporation System
350 N. St. Paul St., Ste. 2900
Dallas, TX 75201

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 DIV. "B"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

FILED

MAR 20 2017

FILED: _____ _____ DEPUTY CLERK

REASONS FOR JUDGMENT

On November 8, 2013, the Parish of Plaquemines (Parish) filed twenty-one separate lawsuits against various oil companies who have in turn filed exceptions of vagueness, among other exceptions; and, the parties agreed to proceed on the exceptions in Case No. 60-986 and Case No. 60-996.[1] The State of Louisiana and the Louisiana Department of Natural Resources (LDNR) have intervened in these suits. The petitions in these suits differ as to the operational areas involved and the particular defendants alleged to be responsible. For the following reasons, the exceptions of vagueness are sustained, and the Parish is ordered to amend its petition to set forth specific, individualized allegations as to each defendant.

The petitions are divided into sections, with the first section identifying the parties and the second section titled "AREAL EXTENT OF COMPLAINED-OF OPERATIONS" which sets forth the operational area involved. The third section, comprised of Paragraphs 4-18, sets forth the jurisdiction and venue and the statutory and regulatory framework on which this litigation is based.

The fourth section contains factual allegations, which are set forth in

[1]These cases have not been consolidated. Case No. 60-986 involves the Black Bay operational area, and Case No. 60-996 involves the Bayou Gentilly operational area.

EXHIBIT C-2

FILED

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DEPUTY CLERK

Paragraphs 19-35, and the petitions refer to the defendants as a group without any differentiation. The Parish also attached various documents to the petitions, which include maps of the operational area and lists of coastal use permits and the oil and gas wells operated by the defendants and their predecessors in interest.

The Parish bases its claims against the various defendants on La. R.S. 49:214.21 *et seq.*, known as the State and Local Coastal Resources Management Act of 1978 (SLCRMA). It alleges that the defendants' oil and gas operations violated SLCRMA and resulted in damage and land loss in the operational areas identified in the various petitions. The Parish prays that it be awarded damages and other appropriate relief for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone; ordering the payment of costs necessary to clear, re-vegetate, detoxify and otherwise restore the coastal zone as near as practicable to its original condition; and require actual restoration of the coastal zone.

The purpose of a dilatory exception of vagueness is to allow a defendant to be placed on notice of the cause of action being asserted and to prevent its re-litigation after judgment. Joseph v. Wasserman, 2016-0528 (La. App. 4 Cir. 12/7/16), 206 So.3d 970, 973; Smart v. Gold, Weems, Bruser, Sues and Rundell, 2006-1414 (La. App. 3 Cir. 4/4/07), 955 So.2d 263, 267. The exception does not permit the defendant to demand exactitude and detail beyond what is necessary for these purposes; and the exception will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to prepare a defense. Id.

The Parish pointed out that its petition was lacking in particulars as to each defendant individually because it lacked information with regard to acts of the

defendants for which they did not obtain permits and that such information would be in the hands of the various defendants. It would be unfair and inequitable to require the Parish to set forth more specific facts when pertinent information is in the possession of the defendants.

The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant. However, the Parish shall be given time to conduct discovery in order to obtain information from the defendants in order that it may make more specific allegations as to each defendant.

The exceptions of prematurity, no right of action and lack of procedural capacity remain under advisement.

Belle Chasse, Louisiana, this 20th day of March, 2017.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 DIV. "B"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

FILED

MAR 20 2017

FILED: _____ _____

DEPUTY CLERK DY. CLERK

JUDGMENT

This matter came before the Court on March 1, 2017 and was taken under advisement on the following matter: Exceptions of Vagueness filed by the defendants.

PRESENT WERE: VICTOR MARCELLO AND BRANDON TAYLOR, ATTORNEYS FOR THE PARISH OF PLAQUEMINES

MEGAN TERRELL AND DONALD PRICE, ATTORNEYS FOR THE STATE OF LOUISIANA AND THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES

MICHAEL PHILLIPS AND MARK PIVACH, ATTORNEYS FOR CHEVRON U.S.A., INC., CHEVRON U.S.A. HOLDINGS, INC., AND THE TEXAS COMPANY

GEORGE ARCENEAUX, ATTORNEY FOR ATLANTIC RICHFIELD CORPORATION

MELISSA THERIOT, ATTORNEY FOR ROZEL OPERATING COMPANY

DOUGLAS LONGMAN, ATTORNEY FOR APACHE OIL CORPORATION AND LLOG EXPLORATION AND PRODUCTION COMPANY, L.L.C.

EXHIBIT C-3

FILED

AUG 22 2019

DEPUTY CLERK

Upon consideration of the evidence, pleadings, law and argument of counsel,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness are **SUSTAINED** and the remaining exceptions continue to be under advisement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parish of Plaquemines amend its petition within 90 days from the signing of this order to more specifically set forth the factual basis for their claims as to each defendant individually.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parish of Plaquemines is to propound discovery to all defendants regarding their operations within 30 days of the signing of this order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants respond to the discovery requests within 45 days of receipt of the written discovery requests.

JUDGMENT RENDERED AND SIGNED this 20th day of March, 2017 in Belle Chasse, Louisiana.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

FILED FOR RECORD
2019 FEB -5 PM 3:53
CLERK OF COURT
PARISH OF JEFFERSON, LA
S/JADE L. SANDRAS

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION M**

SANDRA COUVILLON BORNE, JUDITH ROJAS KAGAY, WAYNE J. NOLAN, JEFFREY C. NOLAN, KEITH M. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, DOUGLAS G. NOLAN, IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, AND DAVID ROJAS NOLAN

VERSUS

CHEVRON U.S.A. HOLDINGS INC., STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C., ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO, L.P., AND BOPCO, L.P.

FILED:_____ _____
DEPUTY CLERK

FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this First Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

FILED
AUG 22 2019
Jandi L. Gondella
DEPUTY CLERK

EXHIBIT B-1

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own the following property located in Jefferson and Plaquemines Parishes in and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields:

JEFFERSON PARISH

1.) A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:
Those portions of Sec. 11, lying south of Sec.37;
Lots 1, 2, and 3 of Sec. 12;
Lots 2, 3, 4 and 5 and the West half of Sec. 13;
All of Sec. 14, south of Sec. 37;
All of Sec. 23;
All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and Dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor, should go due West 2 miles from this iron pipe

and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, comer of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast comer of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Erne Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16.-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

PLAQUEMINES PARISH

1.) A CERTAIN TRACT OR PARCEL OF LAND, situated in the Parish of Plaquemines, containing thirty-eight hundred (3800) acres, more or less, and being a portion of the upper or Northwestern portion of a larger tract of eleven thousand three hundred and forty-seven, eighty-two hundredths (11,347.82) acres, comprising sections, or parts of sections, 1, 2, 11, 12, 13, in township 17 S., R. 24 East, and sections, or parts of sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,

35, 36. and 39 in township 17 S.,.R. 25 East, Southeastern land District West of the Mississippi River, exclusive of certain rights of ways, sold by the Levee Board to Wilkinson, same being more particularly described, in accordance with the hereinafter referred to map of survey, as follows:

(a) BEGINNING at a point designated by the letter "C", which point is on the Parish line dividing the Parishes of Jefferson and Plaquemines, and which point is 80 arpents from the Mississippi River in township 17 S., R. 24 East, thence S. 12 degrees 30' E. 3030 ft. to the North Shore of Bayou Dupont, which point is designated by the letter "D", thence in an Easterly direction along the North shore of Bayou Dupont to a point, which point is on the dividing line of subdivision Lots No. 1 and 2, and designated by the letters "DD", thence North 38 degrees 00' W. along the line between lots 1 and 2 to the Section line dividing Government Sections 2 and 41, township 17 S., -R 24-E, point designated by the letters "CC", thence S 52 degrees W. 807.3 ft. to point of beginning. Said tract being Subdivision Lot No. 1.

(b) THENCE BEGINNING anew at. a point designated by the letters "GG", which point is S 3 degrees 10', 855.5 ft. from the 40 arpent line from the Mississippi River and on the Western boundary of a certain Right of Way deeded to Wilkinson by the Levee Board, which Right of Way boundary is one-half mile West of the Wilkinson Canal, thence due West along the line dividing Subdivision Lots 13 and 14 to the intersection of said line with the East bank of Bayou Des Fleurs, which point is designated by the letters "GGG", thence in a- Southerly direction along the East bank of Bayou Des Fleurs and Bayou Dupont to the point "E", which point is on the Northerly boundary of a certain Right of Way deeded by the Levee Board to Wilkinson, thence South 80 degrees East to the intersection of said Northerly boundary with the Western boundary of another Right of Way deeded to Wilkinson by the Levee Board, which Right of Way Western boundary, is one-half mile West of what is known as the Wilkinson Canal, which point of intersection is designated by the letter "F", thence North 30 degrees 10 minutes East along said Right of Way, 7226.5 ft. to the point of beginning.

(c) THENCE BEGINNING anew at a point designated by the letter "H", which point is on the East Bank of Bayou Dupont where the Southern boundary of a certain Right of Way, having a width of a five acres, deeded to Wilkinson by the Levee Board, intersects the East bank of the Bayou, thence, along the 80 degrees East to the point "I", which point is one-half mile distance from and on the West side of what is known as the Wilkinson Canal, thence South 29 degrees and 10 minutes East to the point "J", where said line intersects Bayou Trufant, thence along Bayou Trufant to point "K", which point is in the Western boundary of the certain Right of Way deeded to Wilkinson by the Levee Board, which has a width of five acres or 1043.35 feet; thence In a Southerly direction along the Western Boundary of said Right of Way to the point "LL"; thence South 45 degrees West to the dividing line of Sections 38 and 39 Township 17 S., R. 25 East, to the point designated by the letters "MM", thence due North along the line dividing Sections 38 and 39, also Sections 37 and 36 to the point "P", which point is the corner common to Sections 27, 28, 36 and 37 in Township 17 S., R. 25 East; thence due West along the Section line dividing Sections 27 and 37, 5280 ft. to point "Q", which point is on the left designating descending bank of Bayou Dupont; thence in a Northerly direction along Bayou Dupont to point "H", which is the point of beginning.

(d) THENCE BEGINNING anew at 'point "R", beginning the intersection of the Eastern boundary of the Right of Way of the Wilkinson Canal and one-half miles East of said Canal with the 40 arpent line from the Mississippi River; thence along the 40 arpent line South 46 degrees East 2001.4' to a point; thence South 48 degrees 30 minutes East 2047.3' to a point; thence South-59 degrees E. 3533.6' to a point, thence South 59 degrees 53 minutes East, 669.8 ft.; thence to point designated by the letters "SS"', thence South 45 degrees West to the Eastern boundary of the Wilkinson Right of Way, which has a width of 5 acres, which point is designated by the letters "TT";

thence in a Northerly direction along the said Right of Way to point "U" which point Is on the Bayou and is just below the intersection of Bayou Trufant and McCrutcheon; thence in a Northerly and Easterly direction along Bayou McCrutcheon to the Eastern boundary of the Right of Way of the Wilkinson Canal, which is one-half mile distance East from the Wilkinson Canal, which point is designated by the letter "V", thence North 3 degrees 10 minutes East along the Eastern boundary of the said Right of Way, which is one-half mile East of Wilkinson Canal, 7950 ft. to point "R" which I point of beginning.

All of which will more fully appear on certified map of survey by James S. Webb, Civil Engineer, dated November 6, 1925, and revised December 18, 1929, a copy of which said map is attached to and made part of previous Notarial acts of Sale which form part of this chain of title.

Of the property hereinabove described, that portion of the property hereinabove secondly described, bounded on the North by the dividing line of Subdivision Lots Nos. 13 and 14, and on the South by the Southern boundary line of Subdivisions Lots No. 15,and on the East by the Western boundary line of the Wilkinson Right of Way one-half mile from the Wilkinson Canal, and on the West by the Eastern banks of the Bayou Des Fleurs and Bayou Dupont, all included between the lines GG-GGG, GGG-W, W-Y, and Y-GG, shown on the above referred to map of survey, was acquired by Leon Rojas by purchasing from Hercules Georgnsis, as per act before Sumter D. Marks, Jr., Notary Public, dated April 1, 1927, Registered in C.O.B.64, Folio 340, of the Records of Plaquemines Parish, Louisiana, all of the remaining property hereinabove described was acquired by Leon Rojas by purchase from Robert Verret, as per Act before Jesse Chandler McGee, dated October 20, 1925, Registered in C.O.B. 62, Folio 198, of the Records of Plaquemines Parish, Louisiana.

LESS AND EXCEPT a tract of land containing approximately two hundred fifty-five (255) acres of land sold by Rojas-Adam Corporation of Delaware to Vincent Rojas as per act of sale registered in the offices of the Clerk of Court, Plaquemines Parish, Louisiana, in C.O.B. 118, Folio 186. Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666 Division "B", Civil District Court, Parish of Orleans, registered in COB 171, Folio 539, Parish of Plaquemines, as amended by the Judgment Nunc Pro Tunc of May 27, 1954, and registered in COB 175, Folio 295, Parish Clerk's Office, Parish of Plaquemines.

Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 64 Folio 340 of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered-in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

2.) A CERTAIN TRACT OF LAND, situated in the Southeastern Land District of Louisiana, West of Mississippi River in the Parish of Plaquemines, La., and described as the North West one-quarter (NW1/4) of Section 37 in Township Seventeen (17) South Range Twenty- five (25) East, containing one hundred and twelve and twenty-three hundredths (112.23) acres; the South West one-quarter (SW1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (25) East, containing One Hundred and Thirty-five and Seventy-One hundredths (135.71) acres; the South East one-quarter (SE1/4) of Section 37, Township Seventeen (17) South Range Twenty-five (25)1 East, containing One Hundred and Thirty-one and Forty-six hundredths (131.46) acres; and the North East one-quarter (NE1/4) of Section 37 in Township Seventeen (I7) South Range Twenty-five (.25) East, containing One Hundred and Sixty (160) acres, totaling in all Five Hundred Thirty-nine and forty hundredths (539.40) acres, all as per plan or sketch made by H. E. Landry, C.E. & Surveyor, bearing date of New Orleans, La. Nov. 22nd, 1941, which Is certified correct in conformity with survey of Frank T. Payne, C.E. of date Feb. 27th, 1922; corrected as of date Oct. 31st, 1942, by the said H. E. Landry, C.E. & Surveyor, and traced for showing Subdivisions of Section 37, T. 17 S. R. 25 East, etc., by E. M. Ivey, Registered C.E. on March 11, 1943.

LESS AND EXCEPT all minerals and mineral rights which are reserved to the Board of Commissioners, Lafourche Basin Levee District in accordance with the provisions of the Louisiana Constitution of 1921. Art. IV, Sec. 2, and the laws and jurisprudence affecting the sale of public lands.

Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered In C.O.B. 171, Folio 539, Parish of Plaquemines, as amended by Judgment Nunc Pro Tunc of May 27th, 1954, and registered in C.O.B. 175, Folio 295., Parish Clerk's Office, Parish of Plaquemines, and further amended by Judgment Nunc Pro Tunc in the aforesaid proceedings, dated October 29, 1969, Registered in C.O.B. 342, Folio 181, Clerk's Office, Parish of Plaquemines. Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB, folio of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in COB 709, Folio 914, Parish of Jefferson and registered n COB 345, Folio 202, Parish of Plaquemines.

JEFFERSON AND/OR PLAQUEMINES PARISHES

1.) ALL THAT CERTAIN TRACT OR PORTION OF LAND, situated in either or both Parishes of Plaquemines and Jefferson, and in the State of Louisiana, designated as all of that portion of Section 37, lying South of the South line of Section 24 and West of Bayou Dupont, in T. 17 S. R. 24E, containing 22.35 acres, more or less; and,

ALSO that portion of Section 47, lying North of Round Lake in T 17 S. R. 25 East, containing 105.96 acres, more or less, all located In the Southeastern Land District of Louisiana, West of the Mississippi River; all as is more fully shown by a sketch and or plan designated "Sketch showing the survey of part of Section 37, T. 17 S. R. 24 East, and part of Section 47, T. 17 S. R. 25 East, certified correct in conformity with survey of Frank R. Payne, C.E., of date, February 27, 1922, New Orleans, LA. November 22nd, 1941, signed by H. E. Landry, C.E., Note: corrected as of date October 31st, 1942, signed H. E. Landry, C.E., traced for

showing Subdivision of Section 37, T. 17 S., R. 25 East. Portion of East Section 47, protracted and computed, dated March 11, 1943, signed E. M. Ivy, Reg. C.E.

Being the same property acquired by the Decedent in the Succession of Leon Rojas, Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered in COB 175, Polio 297, Parish of Plaquemines, La., and in COB 357, Folio 682, Parish of Jefferson.

Also being the same property acquired by the Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 358, folio 585 of the Jefferson Parish Conveyance Records and in COB ____, FOLIO____, of the Plaquemines Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard registered in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

13.

Made defendants are the following parties:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E&P Inc., Texaco Inc.,** and **The Texas Company;**

b. **STONE ENERGY CORPORATION** is a foreign corporation having its principal place of business in Louisiana;

c. **HILCORP ENERGY COMPANY** is a foreign corporation having its principal place of business in Texas;

d. **CHEVRON U.S.A. INC.** is a foreign corporation having its principal place of business in California. Chevron U.S.A. Inc. is named as successor in interest to **The California Company;**

e. **THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C.** is a foreign corporation having its principal place of business in Texas. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company;**

f. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield;**

g. **EXXON MOBIL CORPORATION** is a foreign corporation having its principal place of business in Texas. Exxon Mobil Corporation is named as successor in interest to **Exxon Corporation** and **Humble Oil & Refining Co.;**

h. **SHELL OIL COMPANY** is a foreign corporation having its principal place of business in Texas;

i. **BP AMERICA PRODUCTION COMPANY** is a foreign corporation having its principal place of business in Texas.. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Production Company;**

j. **BEPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BEPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass,** and **Perry R. Bass, Inc.;** and

k. **BOPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BOPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass,** and **Perry R. Bass, Inc.**

VENUE

14.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained primarily, in Jefferson Parish.

15.

JEFFERSON PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUIT *THE PARISH OF JEFFERSON V. CHEVRON U.S.A. HOLDINGS INC., ET AL.*, DOCKET 732-769, DIVISION P (24TH JDC) (FILED NOV. 11, 2013)

The Parish of Jefferson has found the following violations by the Defendants herein as alleged by the Parish in the lawsuit *The Parish of Jefferson v. Chevron U.S.A. Holdings Inc., et al.*, Docket 732-769, Division P (24th JDC) (Filed Nov. 11, 2013). Plaintiffs' Property is located within and adjacent to the "Operational Area" defined in the above referenced Parish lawsuit and as depicted in the Parish lawsuit (their Exhibit B) attached hereto as **Exhibit A.** The subparts

below, "a" through "v", include the findings of the Parish, as alleged the Parish's Petition for Damages to the Jefferson Parish Costal Zone ("Parish Petition") as follows:

a.

> In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Lafitte and Three Bayou Bay Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish.
>
> ...
>
> In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. [Parish Petition ¶ 3].

b.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1). [Parish Petition ¶ 4].

c.

> Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5)...The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone...." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4). [Parish Petition ¶ 5].

d.

> The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws. [Parish Petition ¶ 6].

e.

> The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." ... The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." [Parish Petition ¶ 7].

f.

> Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq*. [Parish Petition ¶ 14].

g.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M. [Parish Petition ¶ 16].

h.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43.I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of the Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws. [Parish Petition ¶ 17].

i.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable. [Parish Petition ¶ 18].

j.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. ... The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed [.][Parish Petition ¶ 19].

k.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). [Parish Petition ¶ 20].

l.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D. [Parish Petition ¶ 21].

m.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal

Zone, for which Defendants are liable under the CZM Laws. [Parish Petition ¶ 22].

n.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein. [Parish Petition ¶ 23].

o.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.1. Defendants are thus liable for

their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36. [Parish Petition ¶ 24].

p.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M. [Parish Petition ¶ 25].

q.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

"It is the policy of the coastal resources program to avoid the following adverse impacts . . . :

(4) alterations in the natural concentration of oxygen in coastal waters;
(5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

***

(8) detrimental changes in existing salinity regimes;
(9) detrimental changes in littoral and sediment transport processes;

***

(13) discharges of pathogens or toxic substances into coastal waters;

***

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

***

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;
(19) land loss, erosion, and subsidence;
(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;
(21) reduction in the long term biological productivity of the coastal ecosystem.

[Parish Petition ¶ 26].

r.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs." [Parish Petition ¶ 27].

s.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities. [Parish Petition ¶ 28].

t.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission. [Parish Petition ¶ 29].

u.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations. [Parish Petition ¶ 30].

v.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area. [Parish Petition ¶ 31].

PLAINTIFFS' ALLEGATIONS

16.

Based upon the foregoing findings by the Parish of Jefferson, particularly Defendants' activities in the Lafitte and Three Bayou Bay Oil and Gas Fields, the Plaintiffs herein allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property. This land loss is caused when the activities described above present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands. For the purposes of the Plaintiffs herein, the "Operational Area" comprises the area in and around Lafitte and Three Bayou Bay Oil and Gas Fields. A list of Defendants' relevant wells is attached as **Exhibit B**. A list of Defendants' relevant Coastal Use Permits is attached as **Exhibit C**. Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit. Further, to the extent some of Defendants acts and omissions were allowed by permit, this does not absolve the Defendants of liability to the Plaintiffs. The Defendants' well operations (and related operations, such as dredging, waste disposal, and transportation of product and waste) and Coastal Use Permit activities (and activities beyond the scope of those permits) could have been conducted in a way that did not destroy the Plaintiffs' Property because there were reasonably prudent alternatives that would have prevented the damage done to Plaintiffs' Property.

17.

Defendants' acts and omissions include the acts and omissions as listed above in the Parish Petition, and also include: (1) failure to follow the standard of care under the regulatory structure, (2) failure to follow express and implied obligations under the permits, (3) failure to use reasonably prudent operational techniques, (4) failure to prevent unreasonable alterations to the surrounding land and marsh, (5) failure to use reasonably prudent waste disposal techniques, and (6) failure to use reasonably feasible alternative methods. For example, Defendants failed to

backfill the canals upon the drilling of the wells, failed to use injection wells, failed to use overmarsh vehicles, failed to use proper spoil bank mitigation and maintenance, and failed to manage canals prudently.

18.

Plaintiffs did not have actual or constructive knowledge of the damages caused by defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

19.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

20.

Defendants knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Defendants had a duty to protect the Plaintiffs and Plaintiffs' Property from these effects. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

21.

Each of the Defendants' past and continuing acts and omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around the Operational Area, in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' respective activities at issue in this action.

22.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts and/or omissions. The Plaintiffs are entitled to injunctive relief in the form of

abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

23.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 2: STRICT LIABILITY

24.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

25.

Defendants are strictly liable for their operations that occurred prior to April 16, 1996. Defendants have, or have had, ownership, care, custody, and garde of the canals, and other oil and gas facilities in the Operational Area and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

26.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior coastal lands with increasing volume and velocity, and have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, including the Plaintiffs' Property.

27.

Defendants had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Defendants had, and have, a legal relationship to the property, comprising rights and duties.

28.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' Property.

29.

Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he can not make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Defendants are liable to Plaintiffs because Defendants' acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' Property, and such work has caused damage to Plaintiffs' Property.

30.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Defendants are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." The Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived the Plaintiffs of enjoyment of their land and caused damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

31.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Defendants are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' Property as caused by Defendants' network and physical elements of oil and gas

exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

32.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 3: PUBLIC NUISANCE

33.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

34.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, constituting an unreasonable interference with the health, safety, property, peace, and/or comfort of southeast Louisiana communities as those acts and/or omissions have, and continue to, expose those communities to increased storm surge risk.

35.

Defendants failed to use reasonably prudent operational techniques, failed to prevent unreasonable alterations to the surrounding land and marsh, failed to use reasonably prudent waste disposal techniques, and failed to use reasonably feasible alternative methods to fulfill their purpose without damaging neighboring lands. Defendants' acts and omissions created a hazardous condition affecting the Plaintiffs. Defendants could reasonably foresee that damage would ensue on neighboring properties as a result of their acts and omissions and their decisions not to mitigate the effects of their operations. The harm, inconvenience, and damage materially

interfere with the Plaintiffs' rights to enjoy their property. The damage caused by Defendants is an unreasonable intrusion into the lives of the neighboring Plaintiffs.

36.

That unreasonable interference has been and continues to be a proximate cause of particularized damage to Plaintiffs' Property in the form of the value of land directly lost and the value of economic and life activities attendant to that lost land. This damage is different in kind than that sustained by the public at large.

37.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

38.

That unreasonable interference is continuing to produce adverse effects.

39.

That unreasonable interference is known or knowable by Defendants.

40.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

41.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 4: PRIVATE NUISANCE

42.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

43.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around the Operational Area, all in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

44.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq.*

45.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care.

46.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

47.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 5: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

48.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

49.

The express and implied obligations and duties contained in the coastal use permits ("CUPs") identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property, and that Defendants take affirmative protective actions and prohibit other actions with detrimental effects in and around the Operational Area.

50.

Provisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs. Accordingly, those provisions afford Plaintiffs third-party beneficiary status.

51.

Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action.

52.

Accordingly, Defendants are in continuing breach of those obligations and duties such that Defendants are bound to redress the damages caused by their breach and sustained by the Plaintiffs. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration

activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

53.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

CUMULATIVE IMPACTS AND REMEDY

54.

The Defendants' operations have caused cumulative and collective impacts to the Plaintiffs' Property. These cumulative and collective impacts resulted in common injury to Plaintiffs' Property, including the altered hydrology, saltwater intrusion, loss of vegetation and resulting land loss. As previously stated, Plaintiffs' Property lies within and adjacent to the Operational Area defined by the Parish lawsuit. The Defendants' network of oil and gas exploration production and transportation facilities, equipment, wells, and other related structures, and canals and spoil banks helped introduce and continue to introduce corrosive saltwater and other substances to this particular geographic area. Thus, there is a community of interest among the Defendants. The Defendants' damages to the Plaintiffs' Property are commingled and indistinguishable from one another. The required remedies for the damages are the result of all of the Defendants' actions and omissions. The combined effects of these operations have caused cumulative impacts to the Operational Area and Plaintiffs' Property.

55.

The only feasible and practical outcome here is restoration to the area as a whole. Defendants' damages to Plaintiffs' Property involve the same factual and legal issues in terms of the historical oil and gas operations in the area and their cumulative detriments.

56.

All of the Defendants named herein are jointly and solidarily liable for the damage to the Plaintiffs' Property.

57.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Defendants finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
Fishman, Haygood, Phelps, Walmsley Willis & Swanson, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

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PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

SANDRA COUVILLON BORNE, SANDRA COUVILLON, JUDITH ROJAS KAGAY, JUDITH ROJAS, WAYNE J. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, MARY JO NOLAN, DOUGLAS G. NOLAN IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, DINA KATHLYN NOLAN, DAVID ROJAS NOLAN

CASE NO: 744-218

VERSUS

DIVISION "M"

CHEVRON USA HOLDINGS INC, STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON USA INC, LOUISIANA LAND AND EXPLORATION COMPANY, LLC, ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO LP, BOPCO LP

Proceedings taken in the above-entitled and numbered cause, before the Honorable Henry G. Sullivan, Jr., Division M, Judge presiding, Twenty-Fourth Judicial District Court, Parish of Jefferson, Gretna, Louisiana, on December 7, 2016.

Reported by:

DONNA McSTAY, CCR, CDR, OCC

EXHIBIT B-2

FILED

AUG 22 2019

DEPUTY CLERK

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A P P E A R A N C E S

Representing the Plaintiffs:

ROCK PALERMO, ESQ.
BESSIE DASCHBACH, ESQ.
JACOB BRAUD, ESQ.

Representing Chevron:

LEXIE WHITE, ESQ.
MIKE PHILLIPS, ESQ.

Representing Shell Oil Company:

KEITH JARRETT, ESQ.

Representing Exxon Mobil Corporation:

ROBERT McNEAL, ESQ.
MARTIN STERN, ESQ.

Representing Louisiana Land and Exploration Company, LLC:

LEIGH ANN SCHELL, ESQ.

Representing Atlantic Richfield Company and BP America Production Company:

GEORGE ARCENEAUX, ESQ.

Representing Stone Energy Corp:

ELIZABETH WHEELER, ESQ.

Representing BEPCO LP AND BOPCO LP:

KELLY RANSOM, ESQ.

Representing Hilcorp Energy Company:

KELSEY MEEKS, ESQ.

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THE COURT:

Number eight on the docket is 744-218, *Sandra Couvillon Borne, Et Al, versus Chevron USA Holdings, Incorporated, Et Al.*

Counsel, please give your names and representations for the record?

MR. PALERMO:

Rock Palermo and Bessie Daschbach for the Plaintiffs, Borne.

MS. WHITE:

Your Honor, Lexie White and Mike Phillips for the Defendant, Chevron.

THE COURT:

Good morning.

MR. JARRETT:

Good morning, Your Honor, Keith Jarrett for Shell.

MR. McNEAL:

Robert McNeal and Martin Stern for Exxon Mobil.

THE COURT:

Good morning.

MS. SCHELL:

Leigh Ann Schell for the Louisiana Land and Exploration Company, LLC.

THE COURT:

Good morning.

MR. ARCENEAUX:

George Arceneaux for Atlantic Richfield Company and BP America Production Company.

MS. WHEELER:

Beth Wheeler for Stone Energy Corp.

MS. RANSOM:

Kelly Ransom for BEPCO LP and BOPCO LP.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company.

MS. DASCHBACH:

Your Honor, we also have Jacob Braud, here, for the Plaintiffs, as well.

THE COURT:

Good morning, Mr. Braud.

Well, good, we almost cleared the attorney -- I mean, the courtroom of attorneys once we handled this case, but I'm surprised we still have a bunch of people out there, looking at the rest of the docket, but, in any event, you may proceed.

MS. WHITE:

Your Honor, Lexie White for the Chevron Defendants, and the Defendants have raised several exceptions today, and we're prepared to address them in whatever order Your Honor would prefer.

THE COURT:

How about vagueness, ambiguity, nonconformity of petition.

MS. WHITE:

That sounds good, Your Honor, and I'll address that on behalf of Chevron Defendants. Others may chime in as the

facts are unique with respect to each of the Defendants here today --

THE COURT:

Great.

MS. WHITE:

-- but I can begin.

I do have a Power Point presentation that I've hooked up here. I'm not sure if there's something I need to do to have it show on your screen, though.

THE COURT:

You're going to play it from the podium there?

MS. WHITE:

I have it showing on my screen. Here we go. Okay, thank you, Your Honor.

And we've raised -- Chevron has raised, along with all Defendants, the dilatory exception of vagueness and ambiguity, and if the Court grants this exception and either dismisses the case without prejudice or allows the Plaintiffs to replead, that would, of course, moot the remaining exceptions at this stage.

Before I begin the argument, I just want to make clear, Your Honor, you are the first judge to actually rule on this exception. Although there are several cases raised both by this Plaintiffs' counsel on behalf of other landowners and, relatedly, by the Parish of Jefferson raising similar claims with respect to the

land at issue in this case, Your Honor is the first to actually have the opportunity to rule on this exception in any of those cases, and the allegations in --

THE COURT:

Thanks for giving me that opportunity.

MS. WHITE:

If you choose to take it.

-- and the allegations in this Petition are undifferentiated. Your Honor, they are entirely the same for each of the 11 Defendants at issue. There's no reference, for instance, of what any specific Defendant is accused of having done wrong in the Petition. Instead what we have are 11 Defendants that are, as a group, accused of violating coastal use permits and damaging the Plaintiffs' land, and one consequence of that, Your Honor, is that we have counsel in this room today whose clients stand accused of breaching the terms and conditions of a coastal use permit, although they have no record of their clients ever having been issued a coastal use permit in any of the fields that are at issue in this lawsuit.

Another consequence of this pleading is that we have counsel standing in this room today, for instance, who have no record of their client ever having dredged a canal in Lafitte or Three Bayou Bay, but are,

nonetheless, accused in this Petition of dredging and causing subsidence and land loss in these particular fields.

And read in its most generous light, this Petition, which we have studied, and I'll go through in some detail, if Your Honor will indulge me, says only -- and can only be credibly read to say that the 11 Defendants named here had some form of oil and gas operations in one of two oil fields, spanning more than 200 square miles, at some point over the last more than three decades. And it appears -- what we have attached to the Petition, if you look at Exhibit C, for instance, is a laundry list of permits, and in a related exhibit we have a laundry list of wells, and it appears anyone who was issued any permit or drilled any well in one of these two fields, which covers a very large geographical area, at any point in time was named as a defendant in this lawsuit. And, thus far, the Defendants' (sic) response to our briefing on this issue, and the exception that we've raised, is to say, you know, you'll get more details in discovery.

Imagine if you were sued for breach of contract but the party claiming the benefit refused to identify the contract they were claiming the benefit of asking first instead to see all of the contracts

that you had entered into with anyone in their area, and at that point they would tell you which contract they were accusing you of having breached, and it really doesn't come close to satisfying Louisiana's fact pleading requirement which, of course, in Article 891 requires the Plaintiffs to identify the material facts of the transaction or occurrence at issue for each Defendant they've named. There is no enterprise or group liability in Louisiana. There's a long line of cases making that very clear, but I don't want Your Honor to think that we didn't try to understand the allegations in this Petition because we did.

The Petition describes, and this is a direct quote from Paragraph 21, the crux of the Plaintiffs' claim as this -- of the Plaintiffs' tort claims is a, quote, "violation of the expressed and implied duties prescribed in the permits attached as Exhibit C." That exhibit is literally a list of every permit issued in the past three decades to any of these 11 Defendants. The Petition doesn't say which of that laundry list of permits these Plaintiffs even contend was violated, if any, much less what are the expressed and implied obligations in those permits that were allegedly violated. So we can't tell from this exhibit what are the obligations

and the duties that form the factual basis for these tort claims.

But the permits listed in Exhibit C are publicly available. This is the public website, Your Honor. This is the SONRI System that Plaintiffs likely used to compile this laundry list of every permit issued to any Defendant in this case, and so we used the same public database, Your Honor, to pull the actual permit files that are listed in Exhibit C, and when you dig into the files that are cited as support for these allegations, not only do they fail to illuminate the factual basis for this lawsuit, in many cases they flatly contradict the statements that are made without support in the Petition itself.

And I just -- if you'll indulge me to walk through this. This is the Plaintiffs' Petition, Exhibit C. It is the laundry list of permits we're told formed the crux of the Plaintiffs' tort claims. Just walking through a few, here is one, at the top. This is line 17 on Exhibit C. This is a permit issued to Texaco and compare what this permit actually says, which is on the bottom of this slide, with what the Petition says directly above it. Paragraph 16 of the Plaintiffs' Petition alleges in unspecific fashion that, quote, "Defendants' well operations and coastal use permit activities could have been

conducted in a way that did not destroy the Plaintiffs' property because there are reasonably prudent alternatives that would of prevented the damage being done to the Plaintiffs' property."

And the permit listed for support is what's shown on the bottom of this, and this is where we're told to look for the factual basis. It states exactly -- almost exactly the opposite. This permit was issued to my client, Texaco, or Chevron as successor to Texaco, after the regulators performed their own investigation into the proposed project and concluded this proposed project is coastal water dependent, and there are *no* apparent alternatives which would be of less impact and still permit the well to be drilled.

Now, there are many -- this is just one, but there are many similar examples of this in the permit files because that is precisely what the regulators were doing. When they decided whether to issue a permit, they were balancing the economic, social, and environmental factors in deciding whether a proposed project should be authorized or whether it should not.

So what is the factual basis for the statement in Paragraph 16 of this Petition? What is the who, what, when, where and how? Are the Plaintiffs taking issue with the Louisiana Department of Natural Resources'

decision to grant the permit that is listed on Exhibit C in line 17? Are they taking the position that reasonable alternatives *did* exist and that LDNR's finding was wrong, because there are particular defenses we would raise to that claim? That may not even be a suit properly raised against *these* Defendants as opposed to a different agency.

On the other hand, is this permit even at issue in this case? The Petition never says which, if any, of this laundry list of permits are allegedly violated in this case. Not a single one is specifically identified as having been violated. Is my client accused of drilling this well listed in the Petition in a manner inconsistent with reasonably prudent alternatives that would of prevented the damage to the Plaintiffs' property?

And, of course, it's a touchstone of Louisiana law that it's fundamental that a petition for damages gives the defendant sufficient notice of the facts sought to be proven against him to enable him to prepare a defense. That's a direct quote from the Fifth Circuit Court of appeal in the *Roache versus Alpha Technical Services* case, which we've cited to Your Honor in our briefing.

The Petition doesn't answer these questions, but instead accuses the Defense

collectively, and as a group, of violating coastal use permits, unidentified terms and conditions of coastal use permits, but, time and time again, we see in these files, and here's another example, these documents. This is a follow-up investigation report completed by the regulatory body responsible for issuing coastal use permits, and after inspecting the permitted work concluded that, quote, "All permit conditions are satisfied." But, as you see across the top of this slide, this is a permit cited in Exhibit C to the Petition, line 44, as somehow -- we're not told how -- forming the factual basis for this lawsuit.

And I could spend hours going through these. There are quite a few. Here's another one for Stone Energy, line 182 of Exhibit C, another one for Hilcorp Energy, line 260 of Exhibit C to the Petition, and the point is the permits listed in Exhibit C, if you actually read them, which we did, if you actually read them, they raise more questions than they answer about what is at issue in this lawsuit.

Now, the Plaintiffs say at several points in their Petition, for instance, the Defendants were obligated to and failed to restore the land to its original condition. But, again, the permits that they cite for support, factual support for that

allegation, like this one, for instance, listed in Exhibit C, contain a whole host of terms and conditions. If you look on these actual permit files, these are thick documents. There's a lot of back and forth between the regulators and the entity applying for the permit about how the proposed project will be conducted, what reasonable alternatives exist, how the balance should be struck, and the reasons are articulated for striking the balance in a particular way, and what you end up with is something like this. It's usually a two-page document within the permit file that lists the particular conditions the permit holder has to abide by, and, although the Petition alleges that Defendants collectively and as a group, in an unspecified manner, without identifying any activities, alleges that they failed to *restore* the land to its original condition.

What you see in these permits, like this one on your screen, is that was not a condition that was specified as one of the several conditions that the permit holder had to abide by in return for the permit that it was issued because these activities are very different. They range from installing a six-inch pipeline, to dredging a canal, to maintaining the depth of that canal at a certain navigable depth to

allow passage, and there's no identification in the Petition of which of these activities are at issue in *this* case. In fact, we're not told which of these Defendants are alleged -- what of any particular individual Defendants' activities are alleged to have been done unlawfully.

Now, the Petition references a series of broad words. It throws around words like "adverse impacts" and "cumulative impacts" in describing the harm that it's seeking to redress, and the notion is if there's any kind of a footprint left on the land in question, that is, this land -- these two fields are the subject of extensive oil and gas operations over the past half a century. The notion is that if there's any form of a footprint left on that land, that can give rise to a tort claim, and it's the basis of a violation of a coastal use permit. But the permits that these Plaintiffs cite as ostensible support for that allegation, which is unspecified, we're not told what activities, but what they cite in this laundry list shows just the opposite.

This slide is the permit that's cited at line 95 of Exhibit C, and it's in the publicly available permit file for a dredging permit where the State of Louisiana actually overruled an objection

that had been raised to maintenance dredging explaining that, quote, "This is an old oil and gas field, and the proposed maintenance dredging is for existing canals. Additional adverse impacts will be minimal, and the benefits of continued oil and gas production will outweigh any unavoidable adverse impacts." In other words, there, again, we have to state balancing the economic, social, and environmental factors of each of the activities that were proposed to be conducted, and at the end of the day, in each of the instances that I've shown you, the State struck the balance in favor of development. What we're not understanding from this Petition is what are these 11 Defendants accused of doing wrong following the issuance of this permit.

Now, the Louisiana Fifth Circuit Court of Appeal has specifically criticized the use of these generalized terms, like "violation of regulations," which are used without identifying which of a long list of particularized regulations a specific Defendant is accused of having violated.

In the *Roache versus Alpha Technical Services* case, which we've cited, for instance, on page five of Chevron's memorandum in support of this exception -- there are several cases cited on that page, page five -- a pleading was examined that,

like this one, was replete with very generalized language, but the allegations were not specific to any particular Defendant, and the Court of Appeal found that pleading to be vague and ambiguous in violation of Article 891, and it was no excuse in that case or in this that the oil company Defendants were accused of being liable in solido. Solidary liability was alleged. The Court dismissed the action without prejudice, and the facts there were strikingly similar to those here. It was contamination of land over a period of decades by various oil field related companies brought by plaintiffs who lived in the vicinity of the land at issue against a group of dozens of defendants.

And we cited several other cases that were similar, and we attached to our brief, our memorandum in support of this exception, the orders that came out in those cases. In, for instance, the *Alford versus Chevron* case, Judge Clement of the 25th Judicial District Court found a similar petition that attached a laundry list of exhibits to be vague and ambiguous precisely because it, quote, "Asserted causes of action against defendants collectively without differentiating the factual basis of the allegations against each defendant individually." And the facts there were strikingly similar. There

were operators of land alleged to have been contaminated, and the court ordered them to amend and set forth specific individualized allegations for each defendant, and that's what we're asking for here, Your Honor.

There are several other cases. The *Devillier* case and the *Conner versus Adams Resources* case, which we've attached to our brief, as well, and ruled similarly on strikingly similar petitions.

But another reason, Your Honor, just quickly and I'll move on, that we need to know which activities are at issue is because we see in the public permit files that are referenced in this laundry list extensive back and forth with the actual landowners of the property who were notified of many of these projects. They were provided an opportunity to object to the projects, and if we knew even one activity that is at issue and alleged to be unlawful in this case, we could respond with those defenses where appropriate.

But, Your Honor, in digging into this Petition as we have, and in digging into the files that are attached and referenced in it, it becomes quite clear how it came to be drafted the way it was, because the Petition borrows its background section from a different lawsuit. The background section to this Petition literally cuts and pastes around 22

paragraphs from a separate lawsuit. You see it referenced in Paragraph 15 of the Petition. It's the previously filed *Parish of Jefferson versus Chevron USA Holdings* case. There are 22 paragraphs from that petition pasted into this Petition followed by this language: Based upon the foregoing findings by the Parish of Jefferson, particularly defendants' activities in the two fields at issue here, the plaintiffs herein allege upon information and belief.

Now, those findings that are referenced in Paragraph 16 of this Petition were actually just allegations that were raised in the *Jefferson Parish versus Chevron* case, which is currently pending before Judge Faulkner, Your Honor, in Division P. No one has made any findings in that case, and no findings were made by the Louisiana Department of Natural Resources, or any other agency, before that case was filed. That lawsuit is currently, just so Your Honor is aware, stayed by agreement of the parties to that case in order to allow Judge Enright in Division M --

THE COURT:

N.

MS. WHITE:

-- to rule first in a different case filed by Jefferson Parish -- that's the *Jefferson Parish versus ARCO* case -- to

allow him to rule on threshold legal questions in that case, including vagueness and ambiguity. Four other judges, in fact, who have been assigned cases filed by Jefferson Parish that are similar, are holding off on addressing the issues in those cases until Judge Enright has an opportunity to rule in the case before him.

But these Plaintiffs, who are private landowners, want to, essentially, jump ahead of that litigation, and they want to jump ahead of the litigation they were piggybacking off of without providing notice to any of the 11 Defendants in this room of the material facts that are at issue in this lawsuit, and the Louisiana Code of Civil Procedure simply doesn't allow that, Your Honor. And that would be true even if it weren't the case that now five judges in Jefferson Parish have worked out a procedure for addressing the allegations raised in the Jefferson Parish litigation, which these Plaintiffs are attempting to get out ahead of.

The Louisiana Code of Civil Procedure Article 891 requires a concise statement not just of the causes of action but of the material facts of the transaction or occurrence that is the subject matter of the litigation, and because this pleading does not identify even a single activity of

any of the 11 Defendants, that these Defendants are specifically individually accused of having done unlawfully, we would ask the Court to grant the exception of vagueness and ambiguity.

And before I hand over the podium to one of my colleagues, I did take a stab at a proposed order that would make very clear how limited the relief is that we're seeking in this case.

And if I could approach, Your Honor?

THE COURT:

Have you shared that with opposing counsel?

MS. WHITE:

Yes, Your Honor.

THE COURT:

Thank you.

MS. WHITE:

And what we've attempted to do in this order is simply identify the three items of information that we're asking for the Plaintiffs should provide with respect to each Defendant separately. First, a description of each allegedly unlawful activity, including the date and location of the activity, something that tells us what we're accused of doing wrong. Second, each permit alleged to have been actually violated, not just a list of every permit granted to anyone in the field over the past three decades, but each permit

alleged to have been violated with a precise description of what was the violation. And then, third, for each permit or activity identified, the damage that's alleged to have been caused.

And that's our request, Your Honor.

THE COURT:

All right, thank you.

Exhibit C contains a list of 275 permits; is that right?

MS. WHITE:

That's right, Your Honor; I believe that's right.

MR. McNEAL:

Good morning, Your Honor.

THE COURT:

Good morning.

MR. McNEAL:

May I proceed?

THE COURT:

You may.

MR. McNEAL:

It's Robert McNeal on behalf of Exxon Mobil. Your Honor, I just want to talk to you about the Petitions' claims against Exxon Mobil, so, obviously, in the vagueness exception, where you start with is the Petition, and in this case this Petition, itself, only mentions Exxon twice, once in the caption and then once in the paragraph that lists all of the Defendants. That's Paragraph 9. Nowhere

else is there a specific reference to Exxon at all.

The Petition doesn't identify anything that Exxon specifically did that caused any of the damage alleged by the Plaintiffs, and all it does is, in one of the exhibits, which is Exhibit B, which is a list of wells, it identifies nine historic Exxon Mobil wells from back in the 1950's. So these -- the wells -- and I'd point out, Your Honor, that all the wells -- and if I can approach, Your Honor, this is a copy of Exhibit 2 to the affidavit we submitted from a landman, which was attached as Exhibit 3 to our memorandum.

May I approach?

THE COURT:

You may.

MR. McNEAL:

Your Honor, what this demonstrates is that the wells that Exxon had back in the 50's were located at least a mile and sometimes several miles away from the Plaintiffs' property, and so it's kind of hard to look at this Petition and say that Exxon did something that damaged the Plaintiffs' property based on the allegations that exist.

Now, you just heard a long explanation of these permits. There's no permit that's alleged to be issued to any Exxon Mobil entity in the exhibit that attached

-- attaches the permits at issue.

THE COURT:

Well, I'm not sure about any entities. I've reviewed the list of permits, and I did not see Exxon mentioned.

MR. McNEAL:

Yeah, they're not there, and this case is premised upon violations of permits. The underlying lawsuit that they've piggybacked onto is premised on the notion that coastal use permits were violated. I'm sure you'll hear, well, there's unpermitted activities. Well, okay, but this Petition does not identify a single unpermitted activity that Exxon Mobil did that somehow is directly linked to damage on the Plaintiffs' property.

So, Judge, I mean, real simply, these allegations don't satisfy Article 891, and the allegations against Exxon are vague and ambiguous and either should be dismissed or fixed.

I know it's just hornbook law. The Petition has to state clearly and concisely the material facts that are the basis for a claim against a defendant. I mean, put another way, a petition's supposed to tell a defendant why it's in the lawsuit and it did that resulted in it getting sued. In this case all we have, Your Honor, is an allegation that some wells existed that were drilled in the 50's that

are miles from the Plaintiffs' property. That's not enough.

And when a petition makes an allegation against multiple defendants like happened here, the rule isn't waived. In fact, you know, the case law we cited to Your Honor states that each defendant should be told exactly what it individually did that resulted in it being sued and what the basis is for the claim against it.

So I'll just say at this point, Judge, no one has any idea of what Exxon specifically did that in any way caused damage on the Plaintiffs' property based on this Petition. There's really no way to validly defend this case based upon the allegations as they exist, and under the law the Petition is, therefore, vague and ambiguous as to my client, and the exception ought to be granted on that respect.

There's a couple of points that I think you'll probably hear, and I just want to touch base on them briefly. One argument you're going to hear, because it was raised, is the vagueness exception doesn't apply because the Plaintiffs are going to use discovery to try and find out what my client did and why it should be sued. Well, that's exactly the opposite of the purpose of 891. You're supposed to tell people why you sued them, and then you can

frame your discovery based on reasonable factual allegations of what was done.

And, furthermore, Plaintiffs are supposed to know the reason why he's sued a defendant before he files a lawsuit, not file a lawsuit and then try to find a way to make the case. I mean, a defendant should never be required to have to go through discovery because a plaintiff doesn't know why he sued them in the first place. That's just not right, and that's not consistent with the law, Your Honor, so we don't think that argument makes sense.

And the second argument, as you've heard previously, is that somehow the Plaintiffs are allowed to get around the vagueness problem by alleging all these 11 Defendants are solidarily liable. But if you look at the allegations, Your Honor, you got wells that date from the 50's to recently. You got 11 Defendants. There's no allegation that says that any of these Defendants have any particular relationship or engaged in any kind of joint operation or did anything that somehow makes them solidarily liable.

So I'd respectfully submit that what's being argued to you is that the Plaintiff is attempting to use a legal argument of solidarity to circumvent the requirement that they provide the legitimate factual basis that supports a solidarity claim,

solidarity liability claim.

So, Your Honor, we submit that based upon the allegations in the Petition, the claims against my client are certainly vague and ambiguous, and the exceptions should be maintained, and the claim should either be dismissed, or, alternatively, the Plaintiffs should be required to state specifically the who, what, where, when and why the allegations against my client that resulted in this lawsuit being filed against him.

THE COURT:

Thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. JARRETT:

Good morning, Your Honor, my name is Keith Jarrett. I represent Shell Oil Company.

THE COURT:

Good morning.

MR. JARRETT:

May I proceed?

THE COURT:

You may.

MR. JARRETT:

Your Honor, I appreciate counsel for Chevron going first. She carried the heavy water to explain what this lawsuit's about, and counsel for Exxon explained the situation, particularly, its client. I'm

going to talk about Shell and what's alleged against Shell.

I think we all know that Article 891 governs this exception, and 891 requires a specific pleading of material facts, but what's material? Well, the Code of Civil Procedure tells us what's material. In Article 860 the Code says, "For the purpose of testing the sufficiency of a pleading, allegations of time and place are material," and that's precisely what's missing from this Petition.

For Shell, like Exxon, we're mentioned in the title, and we're mentioned in the name of parties being sued. But other than that, you won't find our name anywhere. You'll find it in Exhibit B, the exhibit that lists the wells, and they list five wells for Shell. You won't find Shell listed in Exhibit C, which lists the permits.

I know that's the subject of a separate exception, here, today, Your Honor, on whether a no cause of action for Shell because there are no permits listed with Shell's name on it, and there's a reason for that. The reason Shell's not listed is because Shell didn't have any permits. That permitting procedure only became effective in 1980. The five wells that Shell are sued on, Your Honor, were drilled in 1940, before anyone in this courtroom

was born, and in the 1950's.

This is a blowup, Your Honor, if I may approach? I have -- Shell filed -- may I, Your Honor?

THE COURT:

Counsel, have you seen these documents?

MR. JARRETT:

This is the exhibit they already have.

THE COURT:

You may.

MR. JARRETT:

Your Honor, this is the -- this is the affidavit of a land management deal that was attached as an exhibit to Shell's exception, and what I have flagged is the very map that I'm holding up here, and the reason that map is significant, Your Honor, if I may, you will see that the Plaintiffs' property, here, south -- south of Lafitte, just west of Myrtle Grove, involves two oil and gas deals, but Shell's wells are not on the property. Indeed, Shell's wells, four of the five, are over three miles away from their property. This well that they've brought suit over was drilled in 1940. These other wells, all five of them, were drilled in the 50's.

When you test the sufficiency of a petition, it's not a one size fits all analysis. Consider this, Your Honor, suppose a homeowner was suing a plumber for bad work. If the plumber did the work

the week before, what might suffice for the material facts in a petition would be one thing, but if the work was done 50 years ago some more precision would need to be included in the petition to alert the plumber why he was being sued. But if you're like Shell, and you did the plumbing work three blocks away, I submit that the allegations need to be much more precise.

These lawsuits, these legacy-type lawsuits that the Court's heard about, I'm sure they're very expensive. They're very time consuming. They're very labor intensive. Shell doesn't want to be in the case at all and certainly doesn't want to be in the case when the allegations are so imprecise as to require it to defend a lawsuit that it doesn't even know what it's accused of doing. There's been no allegation of a coastal use permit. Our wells are three miles away. We need more than -- we need more than that.

We would ask that the Petition be amended, if they can, or dismissed.

And, Your Honor, with that, I'd like to offer that exhibit to be filed in the record. I believe it's been submitted. There's been no objection made.

MR. PALERMO:

No objection.

THE COURT:

Very well. So ordered.

MR. JARRETT:

Thank you, Your Honor, and that's all for Shell.

THE COURT:

Great, thank you.

We can mark it Shell No.1.

MR. McNEAL:

Your Honor, likewise, just as cleanup, I'd like to offer the exhibit that was referenced during Exxon Mobil's argument.

MR. PALERMO:

No objection.

THE COURT:

As Exxon No. 1.

MS. SCHELL:

Good morning, Your Honor, I'm Leigh Ann Schell for LL&E.

THE COURT:

Good morning.

MS. SCHELL:

Moving down the line has a benefit of allowing me to be even more brief as I talk about the specific situation related to LL&E in this case.

Your Honor, this case, the Borne matter, has been pending for a couple of years, maybe as many as three, but, yet, in opposition to LL&E's exception of vagueness, all that was offered by the Plaintiffs is this: That LL&E operated nine wells on or near its property, and that LL&E obtained seven coastal use

permits.

Operating wells and obtaining permits is not actionable under Louisiana law as a basis for any tort claim. There are no allegations other than those, whatsoever, contained in either the Petition or even offered all these years later in opposition to the exception of vagueness.

Furthermore, if the Plaintiffs did even a cursory review of the publicly available information on the DNR's website that Ms. White showed the Court earlier, it's not reflected in any of these pleadings because while they allege that LL&E operated nine wells, a quick review will show that three of those wells were never drilled, so it didn't actually operate nine wells at all.

More needs to be done by the Plaintiffs to get past the requirements of the Civil Code, and the Fifth Circuit has already told us that what we have here is just not enough, so I'll conclude by referencing the Roache case, that those before me have referenced, by saying there the court, plain and simply, said allegations against multiple defendants that are broad in scope, without any specificity, that involve a large area of property over many years, are simply not enough to get over the hurdle.

And so, finally, I just wanted to offer

and introduce into evidence the affidavit of Jim Diehl that was submitted with our original exception of vagueness, and it shows that the LL&E drilling is over four miles away on LL&E's own property, far and apart from the Plaintiffs' land.

So with that said, Judge, we'd just like to ask again that the Court grant the exception of vagueness.

THE COURT:

Thank you.

Anyone else?

MS. WHEELER:

Your Honor, Beth Wheeler for Stone Energy Corporation, and, so as not to be redundant, I just would like to adopt the arguments that have been made previously by Chevron, Exxon, Shell and LL&E. There are no particularized allegations against Stone Energy in this Petition. All there are are the en masse global allegations against all Defendants other than listing us in some exhibits that we were associated with wells and permits, but not necessarily what we did wrong with respect to those activities.

And for that reason, we would ask that the exception of vagueness and ambiguity be granted.

THE COURT:

Thank you.

MR. ARCENEAUX:

Since everybody's coming up, Your

Honor, George Arceneaux for Atlantic Richfield and BP America Production Company, and, for the same reasons stated by Ms. Wheeler, I would say the same on behalf of my clients as to whom predecessor -- only five predecessor wells are identified. No specific allegations are set forth, and there are no assertions with respect to coastal use permits.

And with respect to the other arguments, the fact that I may not stand up and echo what everyone else says, Your Honor, I will adopt the arguments made on behalf of other Defendants where appropriate.

Thank you.

THE COURT:

Thank you, Mr. Arceneaux.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company. We would also adopt the arguments of the other Defendants. I don't want to be redundant. They covered everything that we would of said. We align most closely with Chevron in that we were mentioned as having wells and coastal use permits, but, again, there are no specific allegations against Hilcorp as far as which of the wells or which of the coastal use permits are alleged to be the basis of the claims in this lawsuit.

So we would also move that the -- ask

that the Court grant the exception of vagueness, please?

THE COURT:

Thank you, Ms. Meeks.

MS. RANSOM:

Good morning, Your Honor, I'm Kelly Ransom on behalf of BEPCO and BOPCO. Like Shell and Exxon, BEPCO and BOPCO have not been identified as ever having held any coastal use permits. The only place we're identified is in the caption and as a named Defendant.

There are four wells identified in Exhibit B to the Petition, and those wells date back to being drilled in the 1950's. Three were dry holes. Only one produced, and it was plugged and abandoned in 1997, well before coastal use permits were required.

We also adopt the -- BEPCO and BOPCO also adopt the arguments of the other Defendants. I just want to point out to the Court that, like Shell and Exxon, we have no coastal use permits.

THE COURT:

Thank you.

MR. PALERMO:

Good morning, Your Honor, Rock Palermo.

THE COURT:

Good morning, Mr. Palermo.

MR. PALERMO:

Every lawyer that has come up here has

been able to tell you when they were near our property -- our clients' property and what they were doing near our clients' property, on our clients' property. There's no special rules for oil and gas cases in the Code of Civil Procedure. It has the same rules as like the med-mal case that you had earlier, and so you can imagine the typical med-mal pleading where the plaintiff may undergo surgery, has a long list of medical care, a variety of health care providers, and basically says I was under the defendants' care, they provided health care to me, they deviated from the applicable standard of care, it caused me damage, and, for the most part, that pleading would be okay. It listed the time frame of -- or healthcare, it listed, you know, the surgeries that they had, et cetera.

So, you know, in this case, you know, the Plaintiffs are co-owners of three contiguous tracts in Jefferson and Plaquemines Parish and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields. There was 1,340 wells drilled, hundreds of canals dredged. It changed the hydrology. You've been provided Exhibit 2, and a few of the lawyers came up and used this exhibit, and they showed you where their wells were drilled. Well, it doesn't take even a fifth grade science pupil to

see the maze of canals that are dredged that were used by these different oil companies to access these wells. That's just one example.

If you see a straight line on Exhibit 2, that's a human. God doesn't make straight lines. So all these straight lines, those were human interventions in this sensitive wetland, and that's all pled. You know, it's pled, and while it doesn't say Shell did this canal that caused this particular -- contributed to this damage, that's what it says. I mean, Exhibit 2 is a great illustration of a picture's worth a thousand words. And while we have probably more than a thousand words in our Petition, we have, you know, numerous pages. We have the coastal use permits, we have the maps and the tables in Exhibit 3 of our Petition, so we say where you were, when you were there, and what you were doing.

The specificity and scope of each Defendants' individual impact will be dependent on experts, just like it would be in a med-mal case as to whether it was a cut artery, or improper anesthesia, or a combination of all those things. An expert's going to talk about how the impacts -- the oil and gas well perhaps caused subsidence, the canal that was dredged to access it contributed to the

slicing and dicing of the sensitive wetland that is all near our Plaintiffs' property that caused this land loss, and they'll show satellite photographs. These men and women who defend these cases know very well what the case is about and what they will have to defend.

Your Honor is not the first Judge that has had this exception of vagueness, so in Exhibit A we listed the judgments of other district courts that denied vagueness on very similar grounds, if not the same. We have an Exhibit B, the transcript from the *Shirley Britt versus Riceland Petroleum* case, the August 24th (sic) hearing in Jefferson Davis -- Jefferson Davis Parish. We have Exhibit C, the writ by the Third Circuit in *Robert Reeds versus BP American Production*.

So this is not the first rodeo in these cases. They're all similar. Coastal land loss -- it's a coastal land loss case that gives -- you know, these permits and these oil and gas well files that you have here, I suspect if we didn't have that evidence we may have heard today that the Plaintiffs can offer no proof or evidence that they were even there. So these documents are here, and you heard counsel saying that, you know, there's communications with the clients or the landowner about certain things that they -- you know, the canal is

okay, or whatever it said. You know, that's summary judgment evidence, and a lot of the argument you heard today, you know, may be good summary judgment argument, but it's not a good argument for an exception of vagueness.

We're governed by Article 891 which only requires, as you know, that the Petition contain a short, clear, and concise statement of all cause of action arising out of and the material facts of the transaction or occurrence be the subject part of the litigation. Justice Tate, it's kind of hornbook law, said that the defendant is not entitled through the exception of vagueness to require exactitude and detail of pleading beyond those necessary to give notice of the nature of the Plaintiffs' claims. That's what discovery is for in the med-mal case, in the other multi-defendant case.

We've pled and these lawyers and the Defendants know exactly what this case is about and what they will need to defend, what experts will be required, and what our cause of action are because we pled those.

I'll go through some of the specifics in our first supplementing Petition. In pages 11, 12 and 13, we talk about the drilling, the dredging, the restoration obligation, and the -- the Coastal Management Act requires restoration.

719(M) requires that land be revegetated, detoxified, and otherwise restored to their original condition. So those allegations, those cause of action are pled.

The Code of Civil Procedure does not, as I said, does not have a special rule for these coastal land loss cases or for oil and gas cases that say you got to show this defendant did exactly this activity, whether it was dredging or whether it was drilling an oil and gas well, that caused subsidence that then caused this particular land to lose, you know, its integrity, and then cause my land to suffer due to potential for land loss, subsidence, and those things.

So that's not a requirement, and they do this in every case. I mean, this is nothing new, and you may have had this before in a legacy case, and the cases proceed, and they go to trial, and there's summary judgments perhaps where a plaintiff is unable to prove, and that's what the summary judgment's for. But it's not appropriate at this stage, especially given what we pled, to sustain an exception of vagueness.

I'll be happy to answer Your Honor's question on any particular area, but it's important that, you know, we have the Jefferson Parish Petition, and there's no -- there's no rule prohibiting us from

adopting it and putting it in our Petition. They may not like it, but it's certainly appropriate, and we did it.

No one has come to us and said that they have complied with their ongoing obligations, and -- 'cause that's a -- that's a requirement. Now, they say that we just have the permits, but there's an ongoing obligation with those permits. They may tell you they didn't have a permit. Well, you know, that may be an issue or it may be before permits were required, but there's still a reasonableness that is required.

And there may be other documents -- their own documents that say, look, we know when we put in this canal it's going to cause wetland loss, but, you know, we're here to look for oil and gas, that's what we have to do. So those kind of documents are in -- we can obtain during discovery.

The Petition on the four corners is appropriate, and, again, I'll be happy to answer Your Honor's questions.

THE COURT:

Thank you, Mr. Palermo.

Any response from any Defense counsel?

MS. WHITE:

I'll be very brief, Your Honor.

THE COURT:

Okay.

MS. WHITE:

I believe Mr. Palermo stated my argument for me when he said there's no special rules applicable to oil and gas cases. Just like it's not appropriate to plead in any case, it's not appropriate in an oil and gas case to simply plead *you did* oil and gas work somewhere within a 200 square mile radius over the past several decades or more. And that simply doesn't meet Article 891 of the Code of Civil Procedure, and you heard very clearly that there will be an attempt to shift the burden to the Defendants to disprove it. You heard Mr. Palermo say *no one's come to us and said that they complied with all of their permits*. That is not the way that the system is supposed to work.

We are entitled to know what are the permits we're accused of violating, what are the conditions of that permit, and simply holding up a map and showing that oil and gas work was done on one of two fields over the past half century does not state an allegation, state a claim even, for negligence, nuisance, breach of contract, strict liability, public and private nuisance against 11 Defendants under these circumstances or any other. Just like it wouldn't be appropriate to sue Your Honor and claim that you violate red lights, and the evidence of that is you drive cars, it is not appropriate in this

case to sue 11 Defendants claiming simply that the evidence supporting -- showing the factual basis of this claim is that they did work in this area.

And we would ask, again, Your Honor, to grant the exception of vagueness.

Thank you, Your Honor.

MR. PALERMO:

Your Honor, before I forget, while somebody else is coming up, we offer, file and introduce the exhibits attached to our opposition to their exception.

THE COURT:

Any objections?

(Defense Counsel Respond Negatively)

Thank you. Thank you. They're admitted for the purpose of the hearing.

MR. JARRETT:

Your Honor, Keith Jarrett for Shell.

THE COURT:

Yes.

MR. JARRETT:

A quick point, Mr. Palermo pointed out that other courts have considered vagueness exceptions, and they cite some that go their way, and we cite some that go our way, and the point is it depends, and it -- whether the Petition suffices depends. It depends on what's being alleged.

You cannot in this case -- the allegations for someone who's been gone from -- not even on the property, from off

the property, like Shell, 60 years, I don't have anybody in the company who was around when those wells were drilled. I'm entitled to know -- my client's entitled to know what they did wrong, allegedly, so we can try to figure out how to defend it, and it's not sufficient. We're not a one size fits all package. In this situation, more is required.

THE COURT:

Mr. McNeal?

MR. McNEAL:

Yes, Your Honor, very briefly.

Your Honor, an analogy was made to you about a med-mal case, but the med-mal case that you would have before you is that the Plaintiff here has sued all the doctors at Ochsner, and, in my clients' case, the doctors at West Jeff because, you see, nothing has been addressed to Your Honor about how activities that occurred 50 years ago, that were done with wells, that have nothing to do with the permits that are at issue in this case, are somehow related to the damage.

And, Your Honor, I also dispute the fact that the lawyers in this case, and what they may know, which, frankly, I will tell you, I don't know what they're alleging, I don't, that somehow that knowledge of some lawyer can somehow transcend the obligation to plead your case

properly when you file your petition, and, ultimately, Your Honor, it's the Petition, itself, that determines whether the vagueness exception is valid or not. And the idea that you can somehow discovery yourself into an allegation, we would submit to the Court is just contrary to the Code of Civil Procedure.

Thank you.

THE COURT:

Anyone else?

MR. PALERMO:

Your Honor, briefly, just to address Mr. McNeal and Mr. Jarrett's issue, if I may?

THE COURT:

You may, although it's their exception. They'll get to talk last.

MR. PALERMO:

As far as alleging things that were before the permit, as Mr. Jarrett suggested, in our Petition we list failure to follow the standard of care under the regulatory structure; two, failure to follow the expressed or implied obligations under the coastal use permit -- coastal use permits. He says that doesn't apply to him because he was before the permit. Three, failure to use reasonably prudent operational techniques. That applies to everybody. Four, failure to prevent --

THE COURT:

But they're saying is by doing what?

MR. PALERMO:

Back to the doctor, you know, it may be an expert that decides he failed to clamp an artery in that -- under an appropriate standard of care. At the petition stage, that's not required. We say what their operations were. They drilled, they dredged, they operated, and that causes coastal land loss either by subsidence, other theories.

So we know what -- we suggest what they caused, and we list what acts of negligence or violations that contributed to it. That's all we have to do at this stage. There's not a -- there's not a special rule to say you got to say that they failed to clamp the artery at the proper place at the appropriate time. It's not required. So it's easy to say that and suggest that we should know that, but it's not required under the Code of Civil Procedure.

I'll stop.

THE COURT:

Mr. McNeal, Mr. Jarrett, any response?

MR. JARRETT:

Nothing from Shell, Your Honor.

MR. McNEAL:

No, Your Honor.

THE COURT:

All right, thank you.

Certainly, this is a complicated matter with a number of allegations made against a number of Defendants. The Court does believe that Article 891 does require more specificity with regard to the particular Defendants, and the Court does grant the Motion.

The Court would allow Plaintiffs time to amend because of the number of Defendants involved and the complications. How much time you think you would need?

MR. PALERMO:

Your Honor, 60 days.

THE COURT:

I'll give you 90 days.

MR. PALERMO:

And during that 90 days, are we able to conduct discovery on that -- those issues?

THE COURT:

That's not the purpose of the Court granting you the 90 days.

MR. PALERMO:

Understood. We're just not -- we're not prohibited in conducting discovery, I would suspect?

THE COURT:

Let me hear from Defense counsel. I'm hearing -- they're all shaking their heads, yeah, you're prohibited.

MR. JARRETT:

Your Honor, Keith Jarrett with Shell. I think the point was made through other

counsel that the Court, the Supreme Court and others, have specifically said you don't use discovery to cure deficiencies in the Petition.

THE COURT:

You're correct on that point.

You need to do whatever investigation you can do on your own to amend your Petition and correct the situation which the Court believes exists.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

All right. And who's going to prepare the judgment on behalf of the 11 Defendants?

MR. McNEAL:

I will, Your Honor.

THE COURT:

All right, thank you.

MR. PHILLIPS:

Your Honor, Mike Phillips for Chevron. There were other exceptions set today, but, given your ruling, those shall be deferred?

THE COURT:

Yeah, I think that would be appropriate. We don't know what that amended and supplemental petition would look like. It may or may not cure some of the issues which counsel have with the pleadings.

MR. PHILLIPS:

Thank you, Your Honor.

THE COURT:

Is everybody onboard with that?

(Counsel respond affirmatively)

Okay, real good.

MR. McNEAL:

Your Honor, just one other issue. Could I offer into evidence the exhibits that were attached to our Memorandum in Support of the --

MR. PALERMO:

No objection.

THE COURT:

Certainly, certainly, for the purpose of this hearing, and let's talk about what they are. The clerk needs to know for the record which particular exhibits you're offering.

MR. McNEAL:

Your Honor, the first is the -- is Exhibit 1, Petition for Damages to the Jefferson Parish Coastal Zone, which was filed in Docket No. 732-769.

THE COURT:

All right. We already had marked Exxon Exhibit 1, which was a map.

MR. McNEAL:

All right. We could mark that as Exhibit 2.

THE COURT:

Okay.

MR. McNEAL:

These are just -- these are as attached to the Memorandum.

THE COURT:

Okay, great.

MR. McNEAL:

Would it be better if we -- if --

THE COURT:

We'll mark the map with a different number when we get to it.

MR. McNEAL:

Okay. Your Honor, there's a reply memorandum of plaintiffs in the Parish of Jefferson versus Chevron USA Holdings in Civil Action No. 2:136738 from the United States Court for the Eastern District of Louisiana.

Exhibit 3 is the affidavit of James Diehl, D-I-E-H-L, and attached exhibits. And, Your Honor, that will include the exhibit which I used during argument.

THE COURT:

The map?

MR. McNEAL:

Yes, Your Honor.

THE COURT:

All right, the map will be a part of Exxon Exhibit 3.

MR. McNEAL:

And it also includes the various well records relating to the age of the wells that were alleged in the Petition.

The next exhibit, 4, are reasons for

judgment in Alford, A-L-F-O-R-D, versus Chevron in Case No. 60-483, from the 25th Judicial District Court.

And then, Your Honor, there's a transcript from Conner versus Adams Resources from February 26th, 2014, from the 31st Judicial District Court.

That's it, Your Honor.

THE COURT:

All right, thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

Thank you, Counsel.

* * *

REPORTER'S PAGE

I, DONNA McSTAY, Certified Court Reporter in and for the State of Louisiana, the officer, as defined in Rule 28 of the Federal Rules of Civil Procedure and/or Article 1434(B) of the Louisiana Code of Civil Procedure, before whom this proceeding was taken, do hereby state on the Record:

That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceeding, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript;

That any words and/or names which could to be verified through reference material have been denoted with the phrase "(spelled phonetically)."

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

REPORTER'S CERTIFICATE

I, DONNA McSTAY, CCR, CDR, OCR, Certified Court Reporter, Certified Digital Reporter, Official Court Reporter, in and for the State of Louisiana, employed as an official court reporter for the Twenty-Fourth Judicial District Court, Parish of Jefferson, State of Louisiana, as the officer before whom the above proceedings were taken, do hereby certify that the above and foregoing was reported by me in the digital reporting method, was prepared and transcribed by me or under my direction and supervision, and is a true and correct transcript to the best of my ability and understanding, that the transcript has been prepared in compliance with the transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana, and that I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

Signed this 16th day of February, 2017.

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

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Carol Lee K. Hotard, DY CLERK
JEFFERSON PARISH, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION: M**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____
DEPUTY CLERK

ORDER

The Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by defendants, Chevron U.S.A. Holdings Inc., Stone Energy Corporation, Hilcorp Energy Company, Chevron U.S.A. Inc., The Louisiana Land and Exploration Company L.L.C., Atlantic Richfield Company, ExxonMobil Corporation, Shell Oil Company, BP America Production Company, BEPCO L.P. and BOPCO, L.P. came before the Court for hearing on December 7, 2016:

Appearing for

Plaintiffs, J. Rock Palermo IIII and Emma Elizabeth Antin Daschbach;

Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc., Alexandra White and Michael Phillips;

Stone Energy Corporation, Elizabeth Wheeler;

Hilcorp Energy Company, Kelsey Meeks;

The Louisiana Land & Exploration Company, Leigh Ann Schell

Atlantic Richfield Company and BP America Production Company, George Arceneaux

Shell Oil Company, R. Keith Jarrett

ExxonMobil Corporation, Robert McNeal and Martin Stern

BEPCO L.P. and BOPCO L.P., Kelly Ransom

Upon consideration of the exceptions, memoranda in support and opposition, evidence presented and arguments of counsel, the Court, for reasons orally assigned, ruled as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by all defendants are GRANTED, and Plaintiffs are ordered to amend their petition within ninety (90) days of the date of this Order to more particularly plead the material facts

EXHIBIT B-3

FILED
AUG 22 2019
DEPUTY CLERK

which are the basis for their claims against each individual defendant, including as required by Louisiana Code of Civil Procedure article 860. Failure to amend accordingly may result in dismissal of this action, without prejudice.

No other exceptions were considered at the December 7, 2016 hearing.

Signed in Chambers, in Gretna, Louisiana, this 19th day of January, 2017.

S/ HENRY G SULLIVAN. JR.

Honorable Henry G. Sullivan, Jr.
Judge, 24th Judicial District Court

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE
Yolanda Guarrella
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 DIVISION "M"

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED: _____ _____
DEPUTY CLERK

SECOND SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this Second Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

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EXHIBIT B-4

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own an undivided 63.66% interest in all of the following property located in Jefferson Parish within the Lafitte Oil and Gas Field and containing approximately 2,345 acres:

A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:

- Those portions of Sec. 11, lying south of Sec.37;
- Lots 1, 2, and 3 of Sec. 12;
- Lots 2, 3, 4 and 5 and the West half of Sec. 13;
- All of Sec. 14, south of Sec. 37;
- All of Sec. 23;
- All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

> "To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor,

should go due West 2 miles from this iron pipe and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, corner of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast corner of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Ernest Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

13.

The Plaintiffs appear in this matter as:

1. Lessors, assigns, successors-in-interest, and/or third party beneficiaries to certain oil, gas and mineral leases between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendants (and Defendants' predecessors-in-interest); and
2. Landowners, assignees, and successors-in-interest of real property damaged by the oil and gas activities conducted or controlled by the Defendants (and Defendants' predecessors-in-interest) pursuant to mineral leases and amendments.

14.

The following parties are made Defendants:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco Exploration and Production Inc., Texaco Inc.,** and **The Texas Company**; and

b. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield, Argo Oil Corporation, Sinclair Oil Corporation,** and **Sinclair Oil & Gas Company.**

15.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained, in Jefferson Parish.

16.

Defendants conducted, directed and participated in various oil and gas exploration and production activities as operators and/or working interest owners and/or joint venturers on and near Plaintiffs' property in the Lafitte Oil and Gas Field. Defendants' activities included the dredging and/or alteration of canals and oversight, operation, or construction of various oil and gas facilities, including but not limited to pits, pumps, platforms, pipelines, flowlines, tanks, tank batteries, wells, wellheads, and measuring and disposal facilities. Defendants' dredging and alteration of canals and disposal of produced water into canals and leaking pits have drastically altered the hydrology of the area on and surrounding Plaintiffs' property thereby causing saltwater

intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' property.

17.

A study performed by CH2M Hill in October 2006 for the Louisiana Department of Natural Resources, showed that between 1932 and 1990, more than 40% of the land converted to open water in the hydrologic sub-basin in which Plaintiffs' property is situated, and oil and gas exploration and production operations were determined to be the cause of more than 95% of that loss. Plaintiffs' property has suffered land loss as a direct result of the acts and omissions of Chevron and Atlantic Richfield.

18.

Chevron operated on and adjacent to Plaintiffs' property beginning in the 1930s and continued through the 1990s. Chevron's operations included dredging and altering canals and operating 46 wells on and adjacent to Plaintiffs' property. Chevron's predecessors Texaco Inc. and Texaco Exploration and Production Inc. ("TEPI") each operated the following 31 wells, by serial number:

22629	50487	113131	139220	190658
24015	54269	113751	141061	209714
24288	63454	115167	142264	216402
31801	69396	132568	150027	
39524	79467	136171	153152	
45381	82444	136477	154133	
48919	100285	137970	173734	

19.

TEPI also operated the following seven wells, by serial number:

217600	217683	217810	218945
217666	217744	218456	

20.

On September 2, 1991, Texaco Inc. entered into multiple leases ("1991 Texaco Leases") with Plaintiffs covering 975 acres of Plaintiffs' property. The 1991 Texaco Leases are recorded under entries 9149358, 9149368, and 9149369 of the Conveyance Records of Jefferson Parish. Texaco Inc. had previously entered into a lease with Plaintiffs that covered this same acreage and

had operated wells and conducted oil and gas operations on this acreage from 1947 through 1986. Prior to 1986, Texaco operated the following eight wells, by serial number, on the same lease acreage set forth in the 1991 Texaco Leases:

47549	129668	37407	82807
120171	27441	38905	55565

In 1994, Texaco Inc. assigned the 1991 Texaco Leases to TEPI.

21.

Atlantic Richfield operated on Plaintiffs' property beginning in 1960 pursuant to three leases ("Atlantic Richfield Leases") that were later assigned to Sinclair Oil and Gas Company in 1967:

1. May 28, 1960 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 181264 of the Conveyance Records of Jefferson Parish.

2. January 22, 1962 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 223624 of the Conveyance Records of Jefferson Parish.

3. March 20, 1962 from John A. Rojas to W. W. Bolding, recorded in Mineral Book 22, Folio 433, of the Conveyance Records of Jefferson Parish.

Atlantic Richfield's operations under the Atlantic Richfield Leases included dredging and altering canals and operating four oil wells beginning in 1960 until July 1988. Atlantic Richfield operated wells, by serial number:

81404	88020	89789	92180

22.

To operate its wells and production facilities, Chevron dredged and used a network of canals on and near Plaintiffs' property, which canals Chevron used to access, construct, and maintain pipelines and related production and exploration facilities.

23.

Atlantic Richfield, in turn, dredged and used a series of canals on Plaintiffs' property, which canals Atlantic Richfield used to access, construct, and maintain pipelines and related production and exploration facilities.

24.

These canals intersect pre-existing natural channels and water bodies, chopping the once thriving and cohesive coastal ecosystem of Plaintiffs' property and neighboring properties into countless smaller, decaying patches.

25.

These canals altered hydrology associated with oil and gas activities and, as such, have been ranked among the primary causes of coastal land loss by the United States Geological Survey. Numerous studies conducted and funded by trade organizations of which both Chevron and Atlantic Richfield are members have concluded that unmaintained canals will result precisely in the loss of land.

26.

These canals and other oil and gas exploration and production activities by both Chevron and Atlantic Richfield cause this land loss when they introduced seawater and other contaminants not native to the coastal land ecosystem into the soil strata of the coastal lands.

27.

In particular, these canals, the introduction of contamination toxic to freshwater marsh, and the associated altered hydrology have been identified as directly contributing to land loss by causing:

- Vegetation die-off;
- Sedimentation inhibition;
- Erosion; and
- Submergence.

28.

Chevron and Atlantic Richfield have both failed to comply with the regulatory and statutory requirements regarding the canals they dredged or own and maintain, which failures continue to transform what was once a stable ecosystem on and near Plaintiffs' property into an

extensive—and expanding—network of large and deep canals that continues to widen and contribute to land loss on Plaintiffs' property.

29.

These non-compliant canals have enabled unnatural and excessive amounts of saltwater intrusion and comprise a highly effective system of coastal landscape degradation, the product of which is an ecosystem so seriously diseased that its complete demise is inevitable if no action is taken.

30.

Both Chevron and Atlantic Richfield also exacerbated direct land loss by failing to maintain the canals and the banks of the canals that they each dredged, have used, or otherwise have overseen. Those acts and omissions, which continue through today, have caused both the erosion of the canal banks and the expansion beyond their originally permitted widths and depths of the canals comprising that network, resulting in the steady infiltration of saltwater into these areas. The consequent ecological degradation of these areas has produced weakened coastal lands and extensive land loss on and near Plaintiffs' property.

31.

Additional oil and gas activities by Chevron and Atlantic Richfield contributing to land loss on and near Plaintiffs' property, include decades of discharge of highly toxic produced water and oil field waste into the canals, freshwater marshes, and bayous on and around Plaintiffs' property, thereby damaging the marsh. In 1986, more than 13 million barrels of produced water was discharged into surface waters at the Lafitte Oil and Gas Field, and Chevron was by far the predominant operator.

32.

These additional oil and gas activities drastically alter the natural hydrological patterns and processes, directly causing the destruction of the coastal landscape.

33.

Further, Chevron's and Atlantic Richfield's oil and gas exploration and production activities have resulted in the contamination of environmental media with oilfield wastes,

including salts, petroleum hydrocarbons, heavy metals, and radioactive material, which further destroys marsh and prevents regrowth.

34.

Chevron and Atlantic Richfield have dredged, used, and bear responsibility for the canals described herein and have engaged in uses of the coastal zone in a manner that does not comply with the standard of care as delineated by their coastal use permits, Louisiana's coastal zone regulations, other sources of Louisiana legal obligations, and other markers of that standard, resulting in damages to Plaintiffs.

35.

Plaintiffs did not have actual or constructive knowledge of the damages caused by Defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

36.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

37.

Both Chevron and Atlantic Richfield knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Chevron and Atlantic Richfield had a duty to protect the Plaintiffs and Plaintiffs' property from these effects. Defendants knew or should have known that altering the hydrology of the area would cause damage to Plaintiffs' property. Defendants had a duty to act with reasonable care to prevent causing damage to Plaintiffs' property. There is an ease of association between Defendants' oil and gas operations conducted on or adjacent to Plaintiffs' property and the physical damage to Plaintiffs' property. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

38.

The acts and omissions of Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around Plaintiffs' property, in violation of the standard of care of reasonably prudent operations.

39.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, Chevron and Atlantic Richfield are bound to redress the damages to Plaintiffs' property as caused by their respective acts and/or omissions. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

40.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 2: STRICT LIABILITY

41.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

42.

Chevron and Atlantic Richfield are strictly liable for their operations that occurred prior to April 16, 1996. Chevron and Atlantic Richfield have had ownership, care, custody, and garde of the canals, and other oil and gas facilities on and around Plaintiffs' property and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

43.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior lands belonging to Plaintiffs with increasing volume and velocity, and have caused, and will

continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around Plaintiffs' property.

44.

Chevron and Atlantic Richfield had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Chevron and Atlantic Richfield had, and have, a legal relationship to the property, comprising rights and duties.

45.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' property.

46.

Louisiana Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he cannot make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Chevron and Atlantic Richfield are liable to Plaintiffs because their acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' property, and such work has caused damage to Plaintiffs' property.

47.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Chevron and Atlantic Richfield are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived Plaintiffs of enjoyment of their land and caused damages described herein: land loss,

increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

48.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Chevron and Atlantic Richfield are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' property as caused by their network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, shoreline protection, and bank stabilization.

49.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 3: NUISANCE

50.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

51.

The acts and/or omissions Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around Plaintiffs' property, all in violation of the standard of care expected of reasonably prudent oil and gas operators in Louisiana's marsh environments.

52.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

53.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care or to repair Plaintiffs' property.

54.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' property. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

55.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 4: BREACH OF LEASE

56.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

57.

The acts and omissions set forth above constitute a breach of the 1991 Texaco Leases and the Atlantic Richfield Leases by Chevron and Atlantic Richfield respectively.

58.

The acts and omissions of Chevron and Atlantic Richfield constitute a breach of the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators.

59.

Chevron and Atlantic Richfield have breached the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators, specifically the standards of Civil Code articles 2683, 2686, 2687, 2688, and 2692 and Mineral Code article 134:

1. Louisiana Civil Code article 2683 requires the lessee . . . "[t]o use the thing as a prudent administrator and in accordance with the purpose for which it was leased . . . ."

2. Louisiana Civil Code article 2686 provides "[i]f the lessee uses the thing for a purpose other than that for which it was leased or in a manner that may cause damage to the thing, the lessor may obtain injunctive relief, dissolution of the lease, and any damages he may have sustained."

3. Louisiana Civil Code article 2687 states that "[t]he lessee is liable for damage to the thing caused by his fault or that of a person who, with his consent, is on the premises or uses the thing."

4. Louisiana Civil Code article 2688 provides that "The lessee is bound to notify the lessor without delay when the thing has been damaged or requires repair, or when his possession has been disturbed by a third person. The lessor is entitled to damages sustained as a result of the lessee's failure to perform this obligation."

5. Louisiana Civil Code article 2692 provides "[t]he lessee is bound to repair damage to the thing caused by his fault . . . and to repair any deterioration resulting from his . . . use to the extent it exceeds the normal or agreed use of the thing."

6. Louisiana Mineral Code, Revised Statute 31:134, provides that "[if] a mineral lease is violated, any aggrieved party is entitled to any appropriate relief provided by law."

60.

Defendants' acts and omissions constitute a failure to act as prudent administrators of the property. Chevron and Atlantic Richfield have failed to repair the damage to Plaintiffs' property caused by their fault. Defendants' use of the Plaintiffs' property to dispose of oilfield waste is a use of the property for a purpose other than that for which it was leased. Chevron and Atlantic Richfield used Plaintiffs' property in a manner that caused a large percentage of Plaintiffs' property to disappear. Through their acts and omissions, Chevron and Atlantic Richfield have caused damage to the property in excess of the normal and agreed use of the property, and are therefore liable to Plaintiffs for the repair of the damage and deterioration of the property. Defendants' acts and omissions damaged the property in violation of the express and implied lease obligations, subjecting Defendants to provide appropriate relief provided by law. Chevron and Atlantic Richfield failed to notify Plaintiffs that Defendants damaged Plaintiffs' property. Plaintiffs have not released Defendants from either the express or implied obligations under the lease.

61.

The acts and omissions constitute negligent and excessive use the Plaintiffs' property during canal dredging and alteration, along with extraction and production operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, Louisiana Revised Statute 31:122.

62.

Defendants' acts and omissions amount to exercise of their rights to Plaintiffs' property excessively and unreasonably and without reasonable regard to the rights of the Plaintiffs in violation of the doctrine of correlative rights of Louisiana Revised Statute 31:11. Defendants are thus strictly liable for all damages flowing therefrom.

63.

To the extent Chevron or Atlantic Richfield are assignees or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities of the prior lessees under each mineral lease.

64.

To the extent Chevron or Atlantic Richfield are assignors, sublessors, assignees, and/or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities under the mineral lease pursuant to Louisiana Revised Statute 31:128 and 31:129.

65.

Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

66.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

67.

Chevron and Atlantic Richfield are jointly and solidarily liable for the damage to Plaintiffs' property.

68.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

69.

Plaintiffs request a trial by jury on all matters triable by a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Chevron and Atlantic Richfield finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances including the cost to restore Plaintiffs' property to its original condition;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
John T. Arnold (#31601)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
E. Blair Schilling (#35308)
Fishman, Haygood, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have served the above and foregoing Second Supplemental and Amending Petition for Damages on all parties, through their counsel of record, by e-mail, fax, hand delivery, and/or by placing a copy of the same in the United States Mail, postage prepaid and properly addressed, on this the 19th day of April, 2017.

Kevin E. Huddell

732768

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

(N)

DOCKET NO. 732768 **DIVISION "__"**

Filed by: Fax
Date: 11-11-13
Time: 2:25 PM
Deputy Clerk: M. Reeme-Burgos
(SEE ATTACHED LOG)

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

FILED: _____ _____
DEPUTY CLERK

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PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

Bayou Perot

EXHIBIT A-1

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2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

ATLANTIC RICHFIELD COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company-Division of Atlantic Richfield Company**;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named as successor in interest to **The California Company** and **Chevron Oil Company**;

EXPERT OIL & GAS, L.L.C. is a domestic company, organized under the laws of Louisiana, whose member, William Henry Von Eberstein, Jr., is a citizen of Louisiana. Expert Oil & Gas, L.L.C.'s registered agent, Thomas Milazzo, is located at 101 Ashland Way, Madisonville, LA 70447;

LANOCO, INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., STE. 400B, Baton Rouge, LA 70808;

LASTRADA OIL & GAS LIMITED is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in New Orleans, Louisiana. Lastrada Oil & Gas Limited's registered agent, Edwin L. Geissler, is located at 7162 Grey Oaks Drive, New Orleans, LA 70126;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o Chevron Texaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E & P Inc.** and **Texaco Inc.**;

GOODRICH OIL COMPANY, a domestic corporation incorporated under the laws of Louisiana and domiciled in Shreveport, Louisiana, whose registered agent, C T Corporation System, is located 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

EXXON MOBIL CORPORATION is a foreign corporation whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Exxon Mobil Corporation is named as successor in interest to **Humble Oil and Refining Co.**; and

BRAMMER ENGINEERING, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Shreveport, Louisiana, whose registered agent, Keith J. Evans, is located at 400 Texas St., Suite 600, Shreveport, LA 71101.

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AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bayou Perot and Delta Farms Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

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6.

The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:

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(a) Privately funded projects which are not uses of state concern.

* * *

(c) Maintenance of uses of local concern.

* * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

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9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Jefferson, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "LDNR") on January 4, 1985 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Jefferson is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in

accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

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12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana C2M Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the

impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "*[d]rilling and production sites shall* be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.

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- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

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As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

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FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

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20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never

obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

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22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently

dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

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24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in

violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

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26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

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* * *

(8) detrimental changes in existing salinity regimes;

(9) detrimental changes in littoral and sediment transport processes;

* * *

(13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-

lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

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29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area.

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32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

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(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "RHA"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "CWA");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising

under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards,

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9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Jefferson Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by

IMAGED NOV 12 2013

any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Jefferson and State of Louisiana claim all damages and remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Jefferson Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

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35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Jefferson Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Jefferson Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

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(c) Requiring actual restoration of the Jefferson Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

732768

PLEASE SERVE THE PETITION FOR DAMAGES:

ATLANTIC RICHFIELD COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

EXPERT OIL & GAS, L.L.C.
Through its registered agent for service of process:
Thomas Milazzo
101 Ashland Way
Madisonville, LA 70447

LANOCO, INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LASTRADA OIL & GAS LIMITED
Through its registered agent for service of process:
Edwin L. Geissler
7162 Grey Oaks Drive
New Orleans, LA 70126

GOODRICH OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

EXXON MOBIL CORPORATION
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

BRAMER ENGINEERING, INC.
Through its registered agent for service of process:
Keith J. Evans
400 Texas St., Suite 6000
Shreveport, LA 71101

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P.O. Box 6028
San Ramon, CA 94583

IMAGED NOV 12 2013

Bayou Perot

3pgs 634
D1

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 732-768 **DIVISION "N"**

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

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AUG 30 2017
DEPUTY CLERK

FILED: _____ _____
DEPUTY CLERK

JUDGMENT

This matter came for hearing before the Court on February 17, 2016 and July 20, 2016 on the Defendants' Exceptions of Lack of Procedural Capacity and the Exceptions and Amended Exceptions of No Right of Action to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors, the State of Louisiana, *ex rel* Jeff Landry, Attorney General and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris; the Defendants' Exceptions of Improper Cumulation and Improper Joinder of Parties; the Defendants' Exceptions of Prematurity for Non-Compliance with La.R.S. 42:263; and the Defendants' Exceptions of Vagueness and Ambiguity and Non-Conformity of the Petitions with La.C.C.P. Article 891.

Present on July 20, 2016 were:

Victor L. Marcello Donald T. Carmouche	Counsel for Jefferson Parish
Steven B. "Beaux" Jones	Counsel for The State of Louisiana, Ex Rel. Jeff Landry, Attorney General
J. Blake Canfield	Counsel for The State of Louisiana, Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary, Thomas F. Harris
Megan K. Terrell	Counsel for Office of Governor John Bel Edwards, Governor's Office for Coastal Activities
Joe B. Norman George Arceneaux III	Counsel for Atlantic Richfield Company
Claire Elizabeth Juneau Eric J. Mayer Alexandra White	Counsel for Chevron U.S.A., Inc. and Chevron U.S.A. Holdings, Inc.

ISSUED 9 Not at Legis. Cert. not all Reasons
DATE 8-31-17 @ 8:30 to Marcello + D. Carmouche
J. Canfield @ 8:30 to J. Norman + Arceneaux
@ C. Juneau, E. Mayer + A. White
Deputy Clerk
J. Lunsford @ M. Terrell @ J. Norman + D. Carmouche
@ R. McCook M. Leon @ D. Stanton

EXHIBIT A-2

FILED
AUG 22 2019
Sandi L. Gondella
DEPUTY CLERK

Lawrence R. DeMarcay	Counsel for Expert Oil & Gas, L.L.C.
Robert B. McNeal Martin A. Stern	Counsel for Exxon Mobil Corporation
Daniel B. Stanton	Counsel for Brammer Engineering, Inc.

After considering the evidence, law and argument of counsel,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of No Right of Action and Amended Exceptions of No Right of Action to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors, the State of Louisiana, *ex rel* Jeff Landry, Attorney General and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Lack of Procedural Capacity are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Improper Cumulation and Improper Joinder of Parties are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Prematurity for Non-Compliance with La.R.S. 42:263 are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Vagueness and Ambiguity and Non-Conformity of the Petitions with La.C.C.P. Article 891 are SUSTAINED as to the petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs, the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Jefferson Parish and Plaintiff-Intervenors, the Attorney General and LDNR, are granted 90 days from the date of this Judgment to amend their petitions.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Jefferson Parish and Plaintiff-Intervenors, the Attorney General and LDNR, are entitled to conduct discovery pending the amending of the petitions and shall propound discovery no later than 30

days from the date of this Judgment; and further that Defendants shall respond to said discovery no later than 45 days after receipt of the discovery.

Signed this 30 day of August, 2017, in Gretna, Louisiana.

JUDGE STEPHEN D. ENRIGHT, JR.

CODED

6 pgs 650
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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 732-768 DIVISION "N"

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

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REASONS FOR JUDGMENT

I. Exceptions of No Right of Action and Lack of Procedural Capacity

This matter came for hearing before the Court on the Defendants' exceptions and amended exceptions of no right of action and lack of procedural capacity. Defendants except to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

The purpose of the exception of no right of action is to determine whether a plaintiff has a real and actual interest in an action or belongs to a particular class to which the law grants a remedy for a particular harm alleged. *Roubicon Shoring Company, LLC v. Crescent Shoring, L.L.C.*, No. 16-540 (La. App. 5 Cir. 2017), 2017 WL 2197994 (citing *Dufrene v. Insurance Co. of State of Pennsylvania*, 01-47 (La. App. 5 Cir. 5/30/01), 790 So.2d 660, 668)). The Court in *Roubicon, id.* stated that:

> The exception of no right of action assumes that the petition states a valid cause of action for some person and questions whether the plaintiff in the particular case has a legal interest in the subject matter of the litigation. *Westchester Surplus Lines Ins. Co. v. Pacorini Metals*, 13-288 (La.App. 5 Cir. 12/19/13), 131 So.3d 445, 450. The burden of proof of establishing the exception of no right of action is on the exceptor. *City of New Orleans v. Board of Directors of Louisiana State Museum*, 98-1170 (La. 3/2/99), 739 So.2d 748, 755. The exception of no right of action tests whether the plaintiff has a "real and actual interest" in the action, but it does not raise questions of the plaintiff's ability to prevail on the merits or whether the defendant may have a valid defense. *Lemmon Law Firm, LLC v. Sch. Bd. of St. Charles*, 13-376 (La.App. 5 Cir. 12/12/13), 131 So.3d 231, 236. At the hearing on the exception of no right of action, the exception may be submitted on the pleadings, or evidence may be introduced either in support of or to controvert the objection raised when the grounds thereof do not appear from the petition. La. C.C.P. art. 931.

EXHIBIT A-3

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Defendants argue that no right of action exists in this matter under the State and Local Coastal Resources Management Act of 1978, La.R.S. 49:214.21, et seq., ("SLCRMA") which governs activity and development in Louisiana's coastal zone through the issuance of coastal use permits. Defendants assert that SLCRMA does not govern most oil and gas activities, which are permitted and enforced through the Office of Conservation in lieu of coastal use permits and are outside of SLCRMA's regulatory scope. Defendants also argue that, as a local government, the responsibilities and authority of Jefferson Parish under SLCRMA are limited to "uses of local concern" from which mineral activities are excluded.

Plaintiffs' claims are based on La. Stat. Ann. § 49:214.36(D) which provides:

> D. The secretary, the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit.

When a law is clear and unambiguous and its application does not lead to absurd consequences, the law shall be applied as written and no further interpretation may be made in search of the intent of the legislature. La.C.C. article 9. Plaintiffs have clearly established a right of action in this suit. Jefferson Parish clearly belongs to the class of persons that has a legal interest in the subject matter of the litigation at issue. The State also clearly has a right of action through the LDNR and the Attorney General as they belong to a particular class to which the law grants a remedy for a particular harm alleged. Either the State or Jefferson Parish has enforcement authority within the confines of Jefferson Parish.

Regarding the arguments concerning the Parish not having a right of action relative to "in lieu" permits, for the purposes of the Exception of No Right of Action, the Petition is deemed to have stated a cause of action. The Court finds these arguments more appropriate as possible defenses/affirmative defenses to be made at the trial of this proceeding.

The Court denies Defendants' Exceptions of Lack of Procedural Capacity for the same reasons set forth herein.

II. Exceptions of Improper Cumulation and Improper Joinder

This matter came for hearing before the Court on the Defendants' exceptions of improper cumulation and improper joinder of parties.

Defendants argue that Plaintiffs impermissibly join in one lawsuit separate permit enforcement actions against nine oil and gas exploration and production companies for alleged violations of the State and Local Coastal Resources Management Act of 1978, La.R.S. 49:214.21, et seq., ("SLCRMA") which governs activity and development in Louisiana's coastal zone through the issuance of coastal use permits. Defendants assert that each of these alleged violations will turn on its own particular facts and legal issues and presents no "community of interest", thus prohibiting the joinder of these nine actions under Louisiana law.

As to cumulation of actions, La.C.C.P. article 463 provides:

> Two or more parties may be joined in the same suit, either as plaintiffs or as defendants, if:
> (1) There is a community of interest between the parties joined;
> (2) Each of the actions cumulated is within the jurisdiction of the court and is brought in the proper venue; and
> (3) All of the actions cumulated are mutually consistent and employ the same form of procedure.
> Except as otherwise provided in Article 3657, inconsistent or mutually exclusive actions may be cumulated in the same suit if pleaded in the alternative.

The test in determining whether the defendants have a community of interest is whether the cumulated causes of action arise out of the same facts, or whether they present the same factual and legal issues. *Miller v. Commercial Union Companies*, 305 So.2d 560, 561 (La. Ct. App. 1974). A community of interest is present where enough factual overlap is present between the cases to make it commonsensical to litigate them together. *Par. of Plaquemines v. Total Petrochemical & Ref. USA, Inc.*, 64 F. Supp. 3d 872, 883 (E.D. La. 2014) (*citing Dietz v. Superior Oil Co.*, 129 So.3d 836, 842 (La. App. 3d Cir. 2014)).

The Court finds that the Defendants have a community of interest in this suit. The allegations of the petitions demonstrate that the cumulated causes of action arise out of the same facts or present the same factual and legal issues. Plaintiffs' allegations establish that enough factual overlap exists between the cases to make it commonsensical to litigate them together. Plaintiffs allege that there is a common injury consisting of cumulative damage to the Jefferson Parish Coastal Zone by all the Defendants. The causes of action share a community of interest due to this factual overlap. It is commonsensical to try the alleged violations together due to the cumulative impacts and the restoration remedies sought.

Additionally, the United States District Court for the Eastern District of Louisiana stated in *Total, id.*, that:

> The community of interest standard for cumulation of actions under article 463 is a "liberal" one and it encompasses not only the parties' causes of action but also their defenses. *See Stevens v. Bd. of Trustees of Police Pens. Fund,* 309 So.2d 144, 147 (La.1975) (citing La.Code Civ. Pro. art. 463 cmt. (c); *Gill v. City of Lake Charles,* 43 So. 897 (1907)). It reflects a policy to avoid where possible a multiplicity of actions in the interests of judicial efficiency, providing that it can be done without unfairness to the parties affected. *Id.*

For the reasons set forth herein, Defendants' exceptions of improper cumulation and improper joinder of parties are denied.

III. Exceptions of Prematurity for Non-Compliance With La.R.S. 42:263

This matter came for hearing before the Court on the Defendants' exceptions of prematurity for non-compliance with La.R.S. 42:263. Defendants argue that the lawsuit filed by the Parish of Jefferson (the "Parish") should be dismissed as premature on the basis that the Parish hired special counsel to prosecute this action without first obtaining the Attorney General's approval as required by La.R.S. 42:263.

Defendants assert the Parish's cause of action is premature because the Attorney General has not approved the Parish's counsel and therefore the Parish's cause of action has not matured to the point where it is ripe for judicial determination. The Parish argues that the issue of the Attorney General's approval is irrelevant to the question of ripeness and the identity of the Parish's counsel has nothing to do with ripeness or maturity.

Defendants further argue that a parish that is governed by a home rule charter may retain special counsel without the Attorney General's approval only when the home rule charter specifically provides that the parish may hire special counsel. La.R.S. 16:2(D). Defendants do not dispute the fact that Jefferson Parish's Home Rule Charter predates the 1974 Constitution or that Jefferson Parish preserved the powers granted by its Home Rule Charter. However, Defendants assert that Section 4.04 of the Jefferson Parish Charter does not authorize the Parish to retain special counsel. Jefferson Parish Charter Section 4.04 provides that the Parish Attorney shall serve as legal counsel to the council, the President, and all parish departments, offices, agencies, and special districts. Defendants argue that therefore, as Jefferson Parish's Home Rule Charter does not specifically provide that the Parish may hire special counsel, Jefferson Parish was required to obtain approval of the Attorney General before hiring special counsel.

Jefferson Parish is governed by the provisions of a Home Rule Charter adopted in 1957 under the Constitution of 1921. The Parish asserts that Article VI, Section 4 of the 1974 Constitution does not permit a law that abridges the powers, functions and duties of local

governments with home rule charters which were in existence when the 1974 Constitution was adopted. Therefore, the Parish argues that its power under its Home Rule Charter in matters of local concern is as broad as the power of the State except when the power is limited by the Constitution or by its own Home Rule Charter.

The Court agrees with the Parish that there is nothing in the Constitution or Jefferson Parish's Home Rule Charter which prohibits the parish from hiring special counsel without the Attorney General's approval. Furthermore, Jefferson Parish's Home Rule Charter allows the Parish to enact ordinances that do not violate the Louisiana Constitution or the Parish's home Rule Charter. The Supremacy Clause of the Parish's Home Rule Charter provides that the provisions of the charter and the ordinances adopted thereunder prevail in cases of conflict with laws of the state dealing with parish and local government. The Parish enacted ordinances allowing the Parish to contract with outside legal counsel in matters not covered by a contract of insurance without the Attorney General's approval. Jefferson Parish Code of Ordinances, Ch. 2, Art. VII, Division 3.1, Sec. 2-927.2.

Accordingly, for the reasons set forth herein, the Defendants' exceptions of prematurity for non-compliance with La.R.S. 42:263 are denied.

IV. Exceptions of Vagueness and Non-Conformity of the Petition

This matter came for hearing before the Court on the Defendants' Exceptions of Vagueness and Ambiguity and Nonconformity with La.C.C.P. article 891. In ruling on these exceptions, the Court addresses the petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

La.C.C.P. article 891 provides in part that the petition "shall set forth the name, surname, and domicile of the parties; shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation." The dilatory exception of vagueness addresses the detailed sufficiency of the petition. *Roache v. Alpha Tech. Servs., Inc.*, 10-1086 (La. App. 5 Cir. 6/29/11), 71 So. 3d 520, 523, *writ denied*, 2011-1622 (La. 9/30/11), 71 So. 3d 294. The Court in *Spellman v. Disc. Zone Gas Station*, 07-496 (La. App. 5 Cir. 12/27/07), 975 So. 2d 44, 46, *writ denied*, 2008-0337 (La. 4/4/08), 978 So. 2d 328 stated that "[t]he purpose of the exception of vagueness is to place

the defendant on notice of the nature of the facts sought to be proved so as to enable him generally to prepare his defense, as well as additionally by a formal pleading to identify the cause of action so as to bar its future relitigation after determination by the present suit." *See Roache, id.* at 523. An exception of vagueness will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to be able to prepare its defense. *Spellman, id.* at 47.

The petitions in this matter do not give the required notice to the specific defendants of the necessary elements of the alleged actionable activity. *See Roache, id.* at 524. The petitions fail to identify which specific activities are at issue. The petitions allege permit violations and activities that were conducted without a permit when one was required and also identify particular wells and coastal use permits. However, the petitions do not sufficiently allege particular unlawful activities by the individual Defendants, including allegations of time and place. The petitions fail to state which activities of which Defendants were allegedly unlawful and the specific harm caused. There is no statement in the petitions of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation. The petitions do not enable defendants to prepare their defenses or identify the causes of action so as to bar future re-litigation.

The petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR") fail to fairly inform Defendants of the nature of the cause of action and fail to include sufficient particulars for Defendants to be able to prepare their defense. Accordingly, the Defendants' Dilatory Exceptions of Vagueness and Ambiguity and Non-Conformity With La.C.C.P. article 891 are sustained as to the petitions filed by Jefferson Parish, the Attorney General and LDNR.

Signed this 30 day of August, 2017, in Gretna, Louisiana.

CODED

JUDGE STEPHEN D. ENRIGHT, JR.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.LC., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED

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DEPUTY CLERK AUG 22 2019

DEPUTY CLERK

HILCORP ENERGY COMPANY'S MEMORANDUM IN SUPPORT OF DILATORY AND PEREMPTORY EXCEPTIONS

Defendant Hilcorp Energy Company ("Hilcorp") submits this memorandum in support of its dilatory and peremptory exceptions.

INTRODUCTION AND FACTUAL BACKGROUND

Plaintiffs filed this case in state court on November 10, 2014. On February 6, 2015, Plaintiffs filed the First Supplemental and Amending Petition for Damages ("Petition"), which is the active pleading in the case.[1] Plaintiffs allege causes of action for negligence, strict liability, public and private nuisance, and breach of contract (on a third party beneficiary theory) against nine oil and gas companies. Plaintiffs' Petition incorporates wholesale the allegations made by Plaquemines Parish ("Parish") in a permit enforcement lawsuit in which the Parish is pursuing statutory claims under Louisiana's State and Local Coastal Resources Management Act ("SLCRMA"). *See Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Nov. 8, 2013); No. 18-05210 (E.D. La.) (stayed) ("*Hilcorp Parish*" or "*Hilcorp Parish Case*").[2]

Plaintiffs borrow their factual allegations verbatim from the petition in *Hilcorp Parish*. Plaintiffs' core contention is that Defendants' alleged permit violations caused land loss and other harm to their property. In particular, Plaintiffs "allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the

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2 Exhibit H-1, Petition for Damages to the Plaquemines Parish Coastal Zone, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Nov. 8, 2013). The Parish Case was removed to the Eastern District of Louisiana on May 29, 2018 and stayed on June 15, 2018.

hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence—leading to land loss, increased risk of land loss and storm surge, and other damage to Plaintiffs' Property." Pet. at ¶ 11. In turn, Plaintiffs allege that "land loss is caused when the [alleged] activities . . . present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands." *Id.*

Exhibit C to Plaintiffs' Petition identifies 132 Coastal Use Permit ("CUP") files, all from the State of Louisiana's Department of Natural Resources ("DNR"), relating to activities that allegedly harmed Plaintiffs' properties. Pet. at ¶ 11 & Exhibit C. Plaintiffs attempt to "enforce" these CUPs via causes of action for negligence, strict liability, public and private nuisance, and breach of contract under a third party beneficiary theory. Pet. at ¶¶ 14-48. Plaintiffs seek money damages and sweeping injunctive relief, including "restoration of the coastal land loss at issue" and "all manner of abatement and restoration activities determined to be appropriate." *Id.*, "Prayer for Relief."

In Count 5 of the Petition, Plaintiffs accuse the Defendants of breaching the terms and conditions of the CUPs listed in Exhibit C. *See id.* at ¶¶ 43-48 & Exhibit C. Plaintiffs allege that "[t]he express and implied obligations and duties contained in the coastal use permits . . . identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property." *Id.* at ¶ 44. Plaintiffs contend that they are third-party beneficiaries of the CUPs in Exhibit C because "[p]rovisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs." *Id.* at ¶ 45. Plaintiffs do not identify the "provisions" or the "regulatory framework" they say confer on them third-party beneficiary status. The CUP files identified in Exhibit C do not mention Plaintiffs or otherwise state an intent to benefit Plaintiffs.

Plaintiffs then allege the "Defendants' acts and/or omissions . . . constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto . . . ." *Id.* at ¶ 46. Plaintiffs do not identify which "express and implied obligations and duties" Hilcorp allegedly violated (or even which specific permits allegedly were violated).

Plaintiffs allege that, because all Defendants' "operations have caused cumulative and collective impacts to the Plaintiffs' Property . . . [t]he only feasible and practical outcome . . . is restoration to the area as a whole." *Id.* at ¶¶ 49-50.

Plaintiffs' Petition and the *Hilcorp Parish* Petition contain the same vague allegations asserted in *Parish of Plaquemines v. Rozel Operating Co.*[3] In response to the *Rozel* defendants' exceptions of vagueness, this Court ordered the Parish of Plaquemines to amend its petition to cure its deficiencies, finding that the petition was "vague and factually deficient," and that Louisiana law does not permit Plaquemines Parish to "lump the various defendants together."[4] This Court later applied its *Rozel* ruling in *Hilcorp Parish*, ordering Plaquemines Parish to amend its impermissibly vague petition in that case as well.[5]

Further, like Plaintiffs in this case, plaintiffs in similar lawsuits pending in the 24th Judicial District Court copied and pasted the same vague allegations into their petitions. The presiding judges in those cases, Judge Sullivan and Judge Enright, both held the allegations in those petitions, which mirror the allegations in Plaintiffs' Petition in this case, to be impermissibly vague. In *Borne v. Chevron U.S.A. Holdings, Inc.*,[6] Judge Sullivan ordered the landowner plaintiffs to replead their claims with specificity in order to comply with the Louisiana Code of Civil Procedure.[7] Upon repleading in *Borne*, the plaintiffs dismissed their third-party beneficiary breach of contract claim and nine of the eleven defendants.[8] In *Parish of Jefferson v. Atlantic Richfield Company* ("*Jefferson Parish Case*"), Judge Enright also found Jefferson Parish's Petition failed to "sufficiently allege particular unlawful activities by the individual [d]efendants," and failed to state which defendants' activities "were allegedly unlawful and the specific harm caused."[9]

Plaintiffs' Petition suffers from the same deficiencies as the petitions in *Rozel*, *Hilcorp Parish*, *Borne*, and the *Jefferson Parish Case*. Like those defective petitions, Plaintiffs' Petition

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3 Exhibit C-1, Petition for Damages to the Plaquemines Parish Coastal Zone, *Par. of Plaquemines v. Rozel Operating Co.*, No. 60-996, Div. B (25th JDC) ("*Rozel* Petition").

4 Exhibit C-2, March 20, 2017 Reasons for Judgment, *Rozel*, p. 3; *see also* Exhibit C-3, March 20, 2017 Judgment, *Rozel Case*.

5 Exhibit H-2, Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Mar. 13, 2018).

6 No. 744-218, Div. M. (24th JDC). Exhibit B-1, First Supplemental and Amending Petition for Damages, *Borne v. Chevron U.S.A. Holdings, Inc.*

7 Exhibit B-2, December 7, 2016 Hearing Tr. 48, *Borne v. Chevron U.S.A. Holdings Inc.*; *see also* Exhibit B-3, January 19, 2017 Order, *Borne v. Chevron U.S.A. Holdings Inc.*

8 Exhibit B-4, Second Supplemental and Amending Petition, *Borne v. Chevron U.S.A. Holdings Inc.*

9 Exhibit A-3, Reasons for Judgment, *Par. of Jefferson v. Atl. Richfield Co.*, No. 732-768, Div. N (24th JDC) (emphasis added). Exhibit A-2, August 30, 2017 Judgment, *Par. of Jefferson v. Atl. Richfield Co.*

is impermissibly vague and does not conform to Louisiana's pleading requirements. Defendants should not be required to respond to the Petition as currently pled.

LAW & ARGUMENT

I. DILATORY EXCEPTION OF VAGUENESS AND AMBIGUITY, AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

The exception of vagueness has two primary purposes. First, it "compel[s] the plaintiff to amplify and make more definite his claim in order that [the] defendant may properly prepare his defense." *City of Gretna v. Gulf Distilling Corp.*, 21 So. 2d 884, 889 (La. 1945). Second, it enables the defendant to identify the cause of action so as to bar the future re-litigation of that cause. *Roache v. Alpha Tech. Servs., Inc.*, 2010-1086, p. 6 (La. App. 5 Cir. 6/29/11); 71 So. 3d 520, 523.

Louisiana Code of Civil Procedure article 891 requires a petition "contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891. Moreover, according to Article 891, a petition must, where applicable, comply with the requirements of Articles 855 through 861. Louisiana Code of Civil Procedure article 860 specifically states that "allegations of time and place are material and shall be considered as all other allegations of material matter." La. Code Civ. Proc. art. 860.

Plaintiffs' Petition fails to meet these requirements.

A. Louisiana law requires Plaintiffs to plead facts in support of their allegations.

To the extent unexplained lists of wells and permit files attached to a petition can be considered factual allegations—which they cannot—such allegations are far too vague and ambiguous to meet the most basic pleading requirements of Louisiana law. This is especially true where, as here, Plaintiffs do *not* contend that all or any of the listed wells or permit files represent improper conduct or otherwise form a part of the factual basis for this lawsuit. Code of Civil Procedure Article 891 requires a petition "contain a short, clear, and concise statement of all causes of action arising out of, *and of the material facts of*, the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891 (emphasis added). Louisiana law thus requires fact pleading. *See* La. Code Civ. Proc. arts. 860 & 891.

When a petition does not allege the factual basis of the claims against each defendant individually, the petition is improperly vague and ambiguous. *Spell v. Exec. Officers, Dirs. and/or S'holders of P&W Indus., Inc.*, 316 So. 2d 474, 476 (La. App. 1st Cir. 1975). Because the

Petition here does not plead the "material facts of the transaction or occurrence that is the subject matter of the litigation," it falls woefully short of Louisiana pleading standards. *See, e.g., Smart v. Gold, Weems, Bruser, Sues & Rundell*, 2006-1414, p. 5–6 (La. App. 3 Cir. 4/4/07); 955 So. 2d 263, 267.

B. The Petition does not plead the material facts of the alleged unlawful activities.

The deficiencies in Plaintiffs' Petition originate in an earlier lawsuit filed by Plaquemines Parish against these same Defendants. On November 8, 2013, the Parish filed an enforcement action, *Parish of Plaquemines v. Hilcorp Energy Company,* alleging that various oil and gas companies violated coastal use permitting laws within an arbitrarily drawn "Operational Area." Exhibit H-1. In 2014, Plaintiffs—who claim to own land in the same "Operational Area"—filed this tort and contract lawsuit, adopting the Parish's factual allegations in *Hilcorp Parish.*

As explained below, the underlying petition in *Hilcorp Parish* was itself woefully deficient under Civil Procedure article 891. It accused the defendants, vaguely and *en masse,* of violating permitting laws in the conduct of their operations. As support for its claims, the Parish listed a multitude of permit files and wells in exhibits to the petition. But the petition in *Hilcorp Parish* did not identify any specific act by any specific defendant. The exhibits attached to the *Hilcorp Parish* Petition shed no light on the Parish's allegations because the Parish did not identify a single alleged permit violation or alleged unlawful activity. For that matter, the Parish's Petition did not even allege the listed permit files and wells represented violations—the Parish did not identify any violations at all. *See* Exhibit H-1.

When the Plaintiffs-Landowners here decided to file their own lawsuit, they copied and pasted 22 paragraphs from the *Hilcorp Parish* Petition into their Petition and then alleged as follows: "[b]ased upon the foregoing findings by the Parish of Plaquemines . . . Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area . . . leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property." Pet. at ¶ 11. Plaintiffs attached two exhibits listing "Relevant Oil and Gas Wells Operated by Defendants and their Predecessors" (*id.*, Exh. B), and "Coastal Use Permits" (*id.*, Exh. C). *Id.* at ¶ 11. How these wells and permits are factually "relevant" is unclear. Plaintiffs' Petition states only that "Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The

operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit." *Id.*

The only purported "facts" underlying Plaintiffs' lawsuit—the copied-and-pasted paragraphs from the *Hilcorp Parish* Petition and the laundry-list exhibits of wells and CUP files—do not tell Defendants anything about which of their activities are being challenged as illegal. Like the petition in *Hilcorp Parish*, Plaintiffs' Petition here suffers from multiple core deficiencies:

- Plaintiffs' Petition does not identify *even one* CUP that has allegedly been violated.
- Plaintiffs' Petition does not identify *even one* specific activity that has been conducted without a CUP where one was required.
- Plaintiffs' Petition accuses Defendants as an undifferentiated group, without identifying any alleged violations by individual Defendants.
- Plaintiffs' Petition does not specify when in the past century the alleged violations occurred.
- Plaintiffs' Petition does not identify any specific harm Plaintiffs have suffered from the alleged violations.

Such lacking allegations of fact do not meet the requirements of article 891 under any circumstances.

C. The purported allegations against Hilcorp are minimal and ill defined.

Plaintiffs' allegations against Hilcorp are particularly deficient. Plaintiffs do not identify a single activity that Hilcorp is accused of having conducted improperly. Plaintiffs attached a list of 586 serial numbers for oil and gas wells to their Petition. Plaintiffs' Petition never identifies any specific act by Hilcorp which caused them damages, nor do they identify where or when the alleged acts (or omissions) occurred. What's more, Plaintiffs do not say which, if any, of these wells allegedly constitute or even relate to unlawful activity. Further, Plaintiffs do not identify which of the wells are located on Plaintiffs' property. Plaintiffs' general statement that "operation of these wells and oilfield activities caused damage and land loss that was not permitted by law or permit" does not satisfy Louisiana's pleading requirements. Pet. at ¶ 11.

Moreover, while Exhibit C lists 132 CUP files, Plaintiffs do not identify which of those permits are relevant to each property at issue in this suit. Plaintiffs likewise do not set forth even one alleged violation of the 132 CUPs listed in the Petition, nor do they connect any act (or omission) by a Defendant to any CUP which allegedly caused injury to Plaintiffs. Rather, Plaintiffs' Petition states that Defendants "operated expansive oil and gas facilities *pursuant to*

Coastal Use Permits listed in Exhibit C." Pet. at ¶ 11 (emphasis added). Plaintiffs' Petition fails to set forth how Defendants are liable to Plaintiffs when they were operating *pursuant* to the CUPs issued by the State of Louisiana. Further, the Louisiana Department of Natural Resources is tasked with enforcing CUPs, and violations are maintained in a publically accessible database by the Department of Natural Resources.[10] Plaintiffs have not identified one enforcement action taken by the Department of Natural Resources related to any of the CUPs listed in Exhibit C to their Petition.

Overall, Plaintiffs have not given Hilcorp any factual information about which activities are alleged to be unlawful. Hilcorp is left to guess how it might be liable for the supposed breaches of CUPs, or for damages to Plaintiffs' property caused by operations elsewhere. Plaintiffs' bare-bones allegations do not come close to stating critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache*, 71 So. 3d at 524 ("[W]e find the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a time period of forty-six years, do not meet the requirements of La. C.C.P. art. 891.").

Finally, Plaintiffs cannot escape Louisiana's fact-pleading requirement by alleging environmental damage or solidary liability. In analogous cases involving claims of solidary liability for property damage from historical oil and gas operations, courts have sustained vagueness exceptions where, as here, the plaintiffs failed to make particularized allegations.[11] For example, this Court, in *Alford v. Chevron U.S.A. Inc.*, reviewed a petition involving claims of property damage and contamination from oil and gas operations. *See* Exhibit D. Although the *Alford* plaintiffs attached encyclopedic exhibits to their petition, the exhibits did not reveal the factual allegations against the individual defendants. For that reason, this Court found that Alford's Petition was "not a short, clear and concise statement of the causes of action being

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[10] The Louisiana Department of Natural Resources, Office of Coastal Management Division maintains a database that allows the general public to search for and view any enforcement action taken with regard to any CUP issued by the Louisiana Department of Natural Resources. *See* http://reports.dnr.state.la.us/sonris/cmdEnforcement.jsp?sid=PROD. Pursuant to Louisiana Code of Evidence 201, the Court may take judicial notice of the facts set forth in the Office of Coastal Management Division's enforcement database. La. R. Evid. 201; *Welch v. Planning & Zoning Comm'n of E. Baton Rouge Par.*, 16-0253, p. 14 (La. App. 1 Cir. 4/26/17); 220 So. 3d 60, 68; *Phi Iota Alpha Fraternity, Inc. v. Schedler*, 14-1620, p. 8, n.3 (La. App. 1 Cir. 9/21/15); 182 So. 3d 998, 1003 n.3; *State v. Carpenter*, 00–436, pp. 7–8 (La. App. 3 Cir. 10/18/00); 772 So. 2d 200, 206 (Pursuant to Louisiana Rule of Evidence 201(B)(2) a court may take judicial notice of information maintained on a government website as it is deemed facts which are accurate and readily determinable from sources whose accuracy cannot be reasonably questioned).

[11] *See, e.g., Alford v. Chevron U.S.A., Inc.* (Judge Clement, 25th Judicial District Court) (Exhibit "D" hereto); *Devillier v. Chevron U.S.A. Inc.* (Judge Harris, 27th Judicial District Court) (Exhibit "E" hereto); *Conner v. Adams Resources Exploration Corp.* (Judge Hebert, sitting *ad hoc*, 31st Judicial District Court) (Exhibit "F" hereto).

asserted." *Id.* at 3. This Court noted that the "*sheer volume of the documents attached to the petition makes it nearly impossible . . . for the individual defendants to discern the factual basis for the causes of action being asserted against them.*" *Id.* (emphasis added). In particular, the Court found the petition deficient because it "assert[ed] causes of action against the defendants collectively without differentiating the factual basis [of] the allegations against each defendant individually." *Id.* This Court thus granted the exception of vagueness and ordered plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. *Id.*; *see also*, e.g., *Devillier v. Chevron U.S.A. Inc.*, Exhibit E, at p. 2 (sustaining vagueness exception and ordering plaintiffs to identify, among other things, specific acts by specific defendants causing specific harm and to specify facts giving rise to defendants' individual liability, including relevant time and locations); *Conner v. Adams Resources Exploration Corp.*, Exhibit F (granting vagueness exception and ordering plaintiffs to specify the nature of the alleged contamination and its source, identify specifically the complained-of activities of each defendant, and allege how each contract attached to the petition was breached).

D. Plaintiffs' Petition suffers from the same impermissibly vague allegations as the petitions in the *Rozel*, *Hilcorp Parish*, *Borne*, and *Jefferson Parish cases*.

Plaintiffs' Petition duplicates the same vague allegations set forth by Plaquemines Parish in the *Rozel* and *Hilcorp Parish* Petitions.[12] This Court ruled there that these allegations were impermissibly vague and failed to conform to Louisiana's pleading requirements:

> The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant.[13]

Judge Sullivan in the 24th Judicial District Court, when presented with materially identical allegations as those in Plaintiffs' Petition in this action, also held such allegations did not satisfy Louisiana's pleading requirements. On January 19, 2017, Judge Sullivan granted the defendants' exception of vagueness in *Borne*.[14] Exhibit B-3. In *Borne*, the plaintiffs—represented by the same counsel as Plaintiffs here—copied and pasted allegations set forth by Jefferson Parish in the *Jefferson Parish Case* to enforce CUPs allegedly violated by various

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12 *Compare* Petition ¶¶ 10(a)-v with Exhibit C-1 *Rozel* Petition ¶¶ 3-7, 14, 16-31 and Exhibit H, *Hilcorp* Pet. at ¶¶ 3-7, 14, 16-31.

13 Exhibit C-2, p. 3, March 20, 2017, Reasons for Judgment, *Rozel*; *see* Exhibit H-2, Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Mar. 13, 2018).

14 Exhibit B-2, January 19, 2017 Order, *Borne v. Chevron U.S.A. Holdings, Inc.* (granting Dilatory Exceptions of Vagueness, Ambiguity of the Petition, and Non-Conformity of the Petition with La. C. Civ. P. art. 891).

defendants. *See* Exhibit B-1, *Borne* Pet. at ¶¶ 15(a)-(v).[15] Plaintiffs here assert the same causes of action against Defendants as the *Borne* plaintiffs: (1) negligence; (2) strict liability; (3) public nuisance; (4) private nuisance; and (5) breach of contract – third party beneficiary. *Id.*

In *Borne*, the defendants raised the dilatory exception of vagueness, ambiguity, and nonconformity of the petition with article 891 of the Louisiana Code of Civil Procedure. At the hearing on the exception, Judge Sullivan found the case was a "complicated matter with a number of allegations made against a number of Defendants." Exhibit B-2 at 48. He granted the exception, stating "**Article 891 does require more specificity with regard to the particular Defendants.**" *Id.* (emphasis added). In response, the plaintiffs amended their petition in *Borne*, and the result barely resembled the original petition.[16] The property description changed, nine of the eleven defendants were no longer named in the suit, a large number of wells were deleted, and the third party beneficiary claim was dropped.

After this Court's ruling in *Rozel* and Judge Sullivan's ruling in *Borne*, Judge Enright, granted the defendants' exceptions of vagueness and nonconformity with article 891 in the *Jefferson Parish Case.*[17] Judge Enright found the allegations in Jefferson Parish's Petition, which are virtually identical to the allegations in the *Rozel*, *Hilcorp Parish*, and *Borne* Petitions and Plaintiffs' Petition in this lawsuit, failed to identify particular unlawful activities by each defendant and the specific harm allegedly caused by each defendant's actions. These deficiencies prevented the defendants from identifying the causes of action and preparing their defenses:

> The petitions[18] in this matter do not give the required notice to the specific defendants of the necessary elements of the alleged actionable activity. The petitions fail to identify which specific activities are at issue. The petitions allege permit violations and activities that were conducted without a permit when one was required and also identify particular wells and coastal use permits. However, ***the petitions do not sufficiently allege particular unlawful activities by the individual Defendants, including allegations of time and place. The petitions fail to state which activities of which Defendants were allegedly unlawful and the specific harm caused.*** There is no statement in the petitions of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation. ***The petitions do not enable defendants***

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15 *Compare* Pet. at ¶¶ 10(a)-v with Exhibit B-1, *Borne* Pet. at ¶¶ 15(a)-v.

16 Exhibit B-4, Second Supplemental and Amending Petition, *Borne v. Chevron U.S.A. Holdings Inc.*,

17 Exhibit A-2, August 30, 2017 Judgment, *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768, Div. N (24th JDC) (citation omitted).

18 The Louisiana Attorney General and the Louisiana Department of Natural Resources, Office of Coastal Management, intervened on behalf of the State of Louisiana in the Parish Case.

to prepare their defenses or identify the causes of action so as to bar future re-litigation.[19]

Plaintiffs' Petition relies on the same allegations as *Rozel*, *Hilcorp Parish*, *Borne*, and the *Jefferson Parish Case* petitions —allegations that this Court, Judge Sullivan, and Judge Enright previously held were vague and did not satisfy Louisiana's pleading requirements. Plaintiffs' Petition suffers from the same deficiencies as those petitions:

- All three petitions allege that certain of Defendants' activities violated SLCRMA and caused damages in the Coastal Zone, but never state which activities violated specific permits, when and where these activities occurred in the Operational Area, or what damage was caused by each alleged violation. *See* Plaintiffs' Pet. at ¶ 15(a), *Rozel* Pet. at ¶ 3, *Hilcorp Parish* Pet. at ¶ 3, *Borne* Pet. at ¶ 15(a), *Jefferson Parish Case* Pet. at ¶ 3.

- All three petitions allege the "Defendants have engaged in uses[20] of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et. seq.*," but never state which activities Defendants engaged in that constituted a "use" under SLCRMA, nor do they state the date and location of each alleged violation of SLCRMA. Plaintiffs' Pet. at ¶ 15(f), *Rozel* Pet. at ¶ 14, *Hilcorp Parish* Pet. at ¶ 14, *Borne* Pet. at ¶ 15(f), *Jefferson Parish Case* Pet. at ¶ 17.

- The petitions allege that Defendants failed to use the "best practical techniques to prevent the release of pollutants or toxic substances" and that their activities "resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities." Plaintiffs' Pet. at ¶ 15(h), *Rozel* Pet. at ¶ 17, *Hilcorp Parish* Pet. at ¶ 17, *Borne* Pet. at ¶ 15(h), *Jefferson Parish Case* Pet. at ¶ 14. However, each petition fails to identify the allegedly deficient technique used by each defendant, the date or location where the technique was in use, or the substances allegedly released.

- The petitions allege that Defendants dredged "numerous canals" and "in some instances exceeded the limit of the coastal use permits issued in connection with the dredging of such canals." They further allege that the design, construction, and maintenance of the unidentified canals did not use the best practical techniques. Plaintiffs' Pet. at ¶ 15(p), *Rozel* Pet. at ¶ 25, *Hilcorp Parish* Pet. at ¶ 25, *Borne* Pet. at ¶ 15(p), *Jefferson Parish* Pet. at ¶ 25. None of the petitions identify the permits which were violated, the canals at issue, the dates of the alleged activity, or the defendant who engaged in the alleged activity.

The foregoing are just a few examples of the broad allegations asserted by Plaintiffs that were found to be impermissibly vague in the *Rozel*, *Hilcorp Parish*, *Borne* and the *Jefferson Parish* cases. Like the petitions in those cases, Plaintiffs' Petition fails to plead sufficient material facts as required by the Louisiana Code of Civil Procedure. Accordingly, this Court should order Plaintiffs to amend their Petition to state specific facts supporting their claims, including which individual permits they allege were violated, by whom, where, when, and how, and the injuries that they allege resulted from each permit violation. Further, Plaintiffs must

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19 Exhibit A-3, Reasons for Judgment, *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768, Div. N, 24th Judicial District Court (emphasis added) (citation omitted).

20 "Uses" is defined in Louisiana Revised Statute 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters."

identify the basis for claiming that all Defendants should be held solidary liable for all of their alleged injuries. Absent such factual allegations against Hilcorp, Plaintiffs' claims should be dismissed.

II. PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

Hilcorp moves for a peremptory exception of no cause of action under article 927 of the Louisiana Code of Civil Procedure. A peremptory exception of no cause of action tests the "legal sufficiency of the petition by determining whether the law affords a remedy on the facts alleged in the pleading." *Everything on Wheels Subaru, Inc. v. Subaru S., Inc.*, 616 So. 2d 1234, 1235 (La. 1993). Although ordinarily no cause of action exceptions are decided solely based on the face of the petition, "an exception to this rule has been recognized by the jurisprudence, and a court may consider evidence admitted without objection to enlarge the pleadings." *Maw Enterprises, L.L.C. v. City of Marksville*, 2014-0090, p. 7 (La. 9/3/14); 149 So. 3d 210, 215. A court also may consider exhibits to a petition in deciding an exception of no cause of action. *See Leidenheimer v. Schutten*, 194 So. 32, 33 (La. 1940).

Thus, the question in deciding an exception of no cause of action is whether the petition states sufficient facts to support the causes of action asserted. Mere statements of the elements of a cause of action "are not allegations of fact . . . but conclusions of law" and "cannot form the basis of a cause of action, which under our system of fact pleading must be based on facts from which such conclusions may be drawn." *Batson v. Cherokee Beach & Campgrounds, Inc.*, 428 So. 2d 991, 993 (La. App. 1 Cir. 1983) (same); *see also Perniciaro v. McInnis*, 2018-0113, p. 17 (La. App. 4 Cir. 9/7/18); 255 So. 3d 1223, 1239, *writ denied*, 2018-1659 (La. 12/17/18); 259 So. 3d 342 (same).

Louisiana law recognizes that a court may grant an exception of no cause of action as to some asserted causes of action but not others. "If two or more causes of action are based on separate and distinct operative facts, partial grants of the exception of no cause of action may be rendered, while preserving other causes of action." *Hand v. Hand*, 99-2420, p. 2 (La. App. 1 Cir. 12/20/02); 834 So. 2d 619, 622; *see also Everything on Wheels Subaru, Inc.*, 616 So. 2d at 1239 (in a case involving multiple causes of action "a judgment partially maintaining the exception as to one separate and distinct cause of action is generally appropriate").

An exception of no cause of action is the proper procedural device for asserting that the law does not afford a remedy to a plaintiff for a breach of contract claim, whether because there

is a lack of privity of contract or because plaintiff is not an intended third-party beneficiary of a contract. *See Robinson v. N. Am. Royalties, Inc.*, 463 So. 2d 1384, 1387–88 (La. App. 3 Cir. 1985) (sustaining no cause of action exception absent privity of contract between plaintiff and defendant); *Pearl River Basin Land & Dev. Co. v. State ex rel. Governor's Office of Homeland Sec. & Emergency Preparedness*, 2009-0084, p. 7 (La. App. 1 Cir. 10/27/09); 29 So. 3d 589, 594 (sustaining no cause of action exception where plaintiff failed to state a cause of action as a third party beneficiary to a contract); *see also Niland's Funeral Serv., Inc. v. Stanley*, 96-0378, p. 6 (La. App. 1 Cir. 11/8/96); 684 So. 2d 982, 985 ("An exception of no cause of action is a proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract."); *Long v. Jeb Breithaupt Design Build Inc.*, 44,002, p. 17 (La. App. 2 Cir. 2/25/09); 4 So. 3d 930, 941–42 (homeowner had no cause of action for breach of contract in action for negligence of subcontractor because homeowner had no privity of contract with subcontractor); *Young v. Branch*, 2010-81, p. 3 (La. App. 5 Cir. 5/25/10); 40 So. 3d 1097, 1099 (recognizing "the exception of no cause of action is the proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract").

Because a contract to benefit a third party (a stipulation *pour autrui*) "is never presumed," Plaintiffs bear the burden of pleading and proving both the existence of a contract and that the contract, if any, manifests "a clear intention to benefit [Plaintiffs]." *Joseph v. Hosp. Serv. Dist. No. 2 of Parish of St. Mary*, 2005-2364, p. 9 (La. 10/15/06); 939 So. 2d 1206, 1212; *see also* La. C.C. art. 1831 ("A party who demands performance of an obligation must prove the existence of the obligation."). Plaintiffs here cannot make the requisite showing to support their breach of contract claim because (1) the permits Plaintiffs seek to enforce are not contracts under Louisiana law, and (2) even if the permits could be viewed as contracts, Plaintiffs are not intended third-party beneficiaries of the CUPs.

A. Coastal use permits are not contracts under Louisiana law.

The elements of a breach of contract claim are (1) an enforceable obligation, (2) failure to perform, resulting in a breach, and (3) resulting damages to the non-breaching party. *Sanga v. Perdomo*, 14-609, p. 7 (La. App. 5 Cir. 12/30/14), 167 So. 3d 818, 822. "Generally, the damages in breach of contract cases are governed by the four corners of the contract." *Id.* (citing *Corbello v. Iowa Prod.*, 850 So.2d 686, 714 (La. 2003)). "A party who demands performance of an obligation must prove the existence of the obligation." La. Civ. Code art. 1831. Thus, the

existence of an enforceable contract is a necessary element of Plaintiffs' third-party beneficiary claims. *See Joseph*, 939 So. 2d at 1212; *see also Creely v. Leisure Living, Inc.*, 437 So. 2d 816, 820 (La. 1983) (plaintiff could not recover under third-party beneficiary theory because "there was no proof of the existence of an enforceable" agreement upon which to base the claim). To prevail on their cause of action for breach of contract, Plaintiffs must show the CUPs they seek to enforce are contracts under Louisiana law. But as courts in Louisiana and elsewhere have held, permits are licenses, not enforceable contracts.[21]

Louisiana Civil Code article 1906 defines a contract as "an agreement by two or more parties whereby obligations are created, modified, or extinguished." The Louisiana Supreme Court has defined the term "permit" as a "license, revocable at will, granted by a competent authority, by which some restraint or illegality is removed." *Gordy v. Maestri*, 170 La. 281, 288 (La. 1930) (distinguishing contracts and licenses); *see also Comm'n on Ethics for Pub. Emps. v. IT Corp.*, 423 So. 2d 695, 703–04 (La. App. 1 Cir. 1982) (characterizing permits as licenses rather than contracts).

Louisiana courts have expressly held that permits are not contracts. For example, in *Toye Bros. Yellow Cab Co. v. Cooperative Cab Co.*, the Louisiana Supreme Court rejected a taxi company's argument that it had a contract with the City of New Orleans, finding that, "[t]he plaintiff merely has a license or permit" and "[a] license is not a contract nor property in any constitutional sense." 7 So. 2d 353, 354 (La. 1942). Likewise, in *Louisiana Oyster & Fish Co. v. Police Jury, Parish of Assumption*, the Supreme Court held that "[a] license or permit granted under a police regulation is not a contract, and it cannot give rise to vested or proprietary rights." 52 So. 685, 686 (La. 1910). And in *Shreveport v. P. Draiss & Co.*, the Supreme Court recognized that a license is not a contract, and it does not confer a vested right in the licensee. 111 La. 511, 514 (La. 1904).

For this reason, courts have held that permits do not give rise to third-party beneficiary claims. In *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tennessee Gas Pipeline Company, LLC* ("*Levee Board Case*"), the U.S. District Court for the Eastern District of Louisiana held that federal dredging permits—which closely resemble the CUPs at issue here—are not contracts enforceable under a third-party beneficiary theory. 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015). In its Petition, the plaintiff Levee Board "characterize[d]

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[21] Whether private landowners are third-party beneficiaries of CUPs is a pure issue of law that should be settled on a no cause of action exception.

. . . the dredging permits at issue as 'contracts' between Defendants and the United States Army Corps of Engineers" and sought to enforce those permits as an alleged third-party beneficiary. *Id.* at 645. The court dismissed the Levee Board's breach of contract claim, finding the Levee Board "cite[d] no authority . . . for the proposition that the third party beneficiary doctrine applies outside of a contractual relationship." *Id.* The court explained that, because "[c]ourts have consistently held that neither a permit nor a license are contracts, . . . the [c]ourt [could] not find that the dredging permits at issue constitute[d] contracts, such that the third party beneficiary doctrine [would be] applicable." *Id.* & n.259 (collecting cases). The Levee Board chose not to appeal the dismissal of this claim. *See Bd. of Comm'rs of Se. La. Flood Prot. Auth.-E. v. Tenn. Gas Pipeline Co., LLC*, No. 15-30162, at x n.2 (5th Cir. May 20, 2015) (Brief of Appellant) ("The Authority does not appeal the dismissal of [the breach of contract] cause of action.").[22]

Plaintiffs here assert the same argument the plaintiffs originally attempted in the *Levee Board Case*: they characterize CUPs as "contracts" between Defendants and the State of Louisiana and asserts that, as landowners, they are third-party beneficiaries of those permits. But no court has ever found that CUPs are enforceable as contracts under a third-party beneficiary theory. To the contrary, under governing authority from the Louisiana Supreme Court, permits issued by governmental authorities are not contracts and, therefore, cannot be enforced via a breach-of-contract cause of action. Plaintiffs' cause of action for breach of contract must be dismissed as a matter of law.

B. Plaintiffs are not intended third-party beneficiaries of CUPs.

In nearly a century of federal and state permitting authority under a host of environmental statutes and regulations, no Louisiana court has ever found that a landowner was a third-party beneficiary of a permit issued for oil and gas activities. Even assuming for the sake of argument that a state permit could be considered a contract, parties like Plaintiffs could constitute, at most, *incidental* beneficiaries who lack legal authority to sue for alleged permit violations.

The Louisiana Supreme Court has articulated three criteria to be considered in determining whether a party stipulated a benefit for a third party: "1) the stipulation for a third party is manifestly clear; 2) there is certainty as to the benefit provided the third party; and 3) the benefit is not a mere incident of the contract between the promisor and the promisee." *Joseph*, 939 So. 2d at 1212. The Court emphasized that, when applying these criteria, the court must

---

22 Exhibit G.

"ultimately rely on the words of [La. Civ. Code] Article 1978 that the contract must 'stipulate a benefit for a third person.'" *Id.* (quoting La. Civ. Code art. 1978).

"The most basic requirement of a stipulation *pour autrui* is that the contract manifest a ***clear intention to benefit the third party***; absent such a clear manifestation, a party claiming to be a third party beneficiary cannot meet his burden of proof." *Id.* at 1212 (emphasis added) (citing *Paul v. La. State Emps. Grp. Benefit Program*, 99-0897, pp. 7-8 (La. App. 1 Cir. 5/12/00); 762 So. 2d 136, 141–42). "[T]o establish a stipulation *pour autrui, the third-party relationship must form the consideration for a condition of the contract, and the benefit may not be merely incidental to the contract.*" *Paul*, 762 So. 2d at 140 (emphasis added) (citing *Concept Design, Inc. v. J.J. Krebs & Sons, Inc.*, 96–1295, p. 5 (La. App. 4th Cir. 3/19/97); 692 So. 2d 1203, 1205–06). A party may "derive a benefit from a contract to which he is not a party without being a third party beneficiary." *Joseph*, 939 So. 2d at 1214. In such circumstances, "any benefit created by the contract in favor of the [third party] [is] only incidental." *Id.* Courts have described this as a requirement that the contract was made to discharge a legal obligation that the promisee owed to the third-party beneficiary. *See id.*

Here, Plaintiffs do not and cannot identify any permit provision that reflects any intent (much less the requisite "clear intent") to benefit Plaintiffs. Every CUP file listed in the Petition reflects an application from an operator to the DNR for a permit to conduct an activity along the coast. Plaintiffs are not even mentioned in the CUPs they seek to enforce. Because a stipulation for the benefit of a third party must be "*manifestly clear*," *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267, p. 50 (La. 10/25/11); 79 So. 3d 246, 283 (emphasis added), Plaintiffs' inability to point to any manifestation of such intent in any CUP is fatal to their claim. Plaintiffs are simply *one* of *countless* third parties who might claim a generalized interest in coastal erosion. Where the performance of a contract creates an indeterminate benefit that accrues to the population at large, the benefit is only incidental and the beneficiaries have no right to enforce the contract. *See id.*; *Joseph*, 939 So. 2d at 1214. Plaintiffs' contention that they are third-party beneficiaries of CUPs is meritless.

Courts in Louisiana and elsewhere have consistently rejected claims similar to those of Plaintiffs. As explained, the plaintiff in the *Levee Board Case* asserted a breach-of-contract claim nearly identical to Plaintiffs' cause of action here. In dismissing the Levee Board's contract claim, the federal district court held not only that permits are not enforceable contracts, but also

that "[e]ven if the permits were construed as contracts . . . [the Levee Board] ha[d] not and [could] not establish that it [was] an intended third party beneficiary under the terms of the permits." 88 F. Supp. 3d at 645–46. As is the case here, the Levee Board "[did] not poin[t] to any language within the permits that it was intended to benefit from the contract." *Id.* at 646. Instead, the court found that "the permits ... were issued for the purpose of complying with federal regulatory schemes," and that "any benefit that might flow to Plaintiff pursuant to the permits is merely incidental." *Id.* On appeal, the Levee Board did not challenge this holding. The relevant facts here are indistinguishable: irrespective whether Plaintiffs benefitted from CUPs issued to Defendants and other permittees, Plaintiffs are merely *incidental beneficiaries* of the state coastal management regime without standing to enforce CUPs as contracts.

Similarly, in *City of Shreveport v. Gulf Oil Corporation* (a case that, unlike this one, involved an actual contract), the City of Shreveport brought an action against Gulf Oil Company alleging that Gulf failed to provide gasoline to the city pursuant to a contract between Gulf and the State of Louisiana, thereby damaging the city. 431 F. Supp. 1, 1 (W.D. La. 1975), *aff'd*, 551 F.2d 93 (5th Cir. 1977). The court found the contract provided "some benefit" to the city: in a time of serious inflation and energy shortage, Shreveport could purchase its fuel needs at a modest cost when compared to the market price. *Id.* at 4. But "[t]he contract was not made to obtain discharge of any legal obligation owed by the State to Shreveport . . . [and] the advantage which would accrue to the City would not beneficially affect the State." *Id.* Thus, the advantage to Shreveport was "an easily seen . . . incidental benefit," that was legally insufficient to create a third-party beneficiary relationship. *Id.* at 5.

The Louisiana Supreme Court in *Joseph* relied on *City of Shreveport* to reject third-party beneficiary claims made by a group of doctors for breach of a contract between a hospital and a provider of anesthesia services. 939 So.2d at 1208–09. As in *City of Shreveport*, the court concluded that "there is no obligation owed by the Hospital to the individual doctors which will be discharged by performance of the contract because the contract provides no direct benefit to the doctors." *Id.* at 1214. The same is true here: because the permits listed in the Petition were not issued to discharge a legal obligation that the State owed the private landowner plaintiffs, private landowner plaintiffs are at most incidental beneficiaries. The *Joseph* court emphasized that "not every promise, performance of which may be advantageous to a third person, will create in him an actionable right. The problem is to separate the cases where an advantage has

been stipulated from those where the advantage relied upon is merely an incident of the contract between the parties." *Id.* at 1212–13 (quoting J. Denson Smith, *Third Party Beneficiaries in Louisiana: The Stipulation Pour Autrui*, 11 TULANE L. REV. 18, 28 (1936)).

Just like plaintiff in the *Levee Board Case*, Plaintiffs here invite the Court "to erase the legal distinction between intended and incidental beneficiaries, which would create numerous third-party beneficiaries under the so-called contracts." *See* 88 F. Supp. 3d at 646 & n.266 (citing *Kane Enters. v. MacGregor (USA) Inc.*, 322 F.3d 371, 376 (5th Cir. 2003)). The Court should decline Plaintiffs' invitation, grant the exception of no cause of action, and dismiss Count 5 of Plaintiffs' Petition.

CONCLUSION

The Court should order Plaintiffs to amend the Petition to state with particularity the facts that form the basis of their claims. Further, because the CUPs identified in Exhibit C are not contracts, and because Plaintiffs are not intended third-party beneficiaries of those CUPs, the Court should grant Hilcorp's exception of no cause of action and dismiss Count 5 of Plaintiffs' Petition.

Respectfully submitted,

Craig Isenberg, 29603
David N. Luder, 33595
Patrick J. Lorio 38328
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.
909 Poydras Street, Suite 2350
New Orleans, Louisiana 70112
Telephone: (504) 589-9700
Facsimile: (504) 589-9701

Attorneys for Hilcorp Energy Company

CERTIFICATE OF SERVICE

I certify that on August 16, 2019, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.LC., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED

AUG 22 2019

DEPUTY CLERK

FILED:_____ _____

DEPUTY CLERK

HILCORP ENERGY COMPANY'S DILATORY AND PEREMPTORY EXCEPTIONS

Defendant Hilcorp Energy Company ("Hilcorp") excepts to plaintiffs Charles W. Fasterling, John N. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas' (collectively "Plaintiffs") First Supplemental and Amending Petition for Damages ("Petition") as follows and as set forth in more detail in the accompanying memorandum in support.

DILATORY EXCEPTION OF VAGUENESS AND/OR AMBIGUITY AND FAILURE TO COMPLY WITH ARTICLE 891 OF LOUISIANA CODE OF CIVIL PROCEDURE

1.

Pursuant to Louisiana Code of Civil Procedure article 926, Hilcorp asserts that Plaintiffs' Petition is impermissibly vague and ambiguous and fails to comply with Louisiana Code of Civil Procedure article 891.

2.

Hilcorp asserts the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure article 926(A)(5) on the grounds the Petition filed in this matter makes vague, collective allegations against nine Defendants, without providing even the most basic information about the Plaintiffs' claims or the complained of activities of the individual Defendants. The Petition's excessive vagueness prevents Hilcorp from properly forming a response and preparing a defense in this matter.

3.

Hilcorp also asserts the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure article 891 pursuant to Louisiana Code of Civil Procedure article 926(A)(4). The Petition does not "contain a short, clear and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by article 891.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION REGARDING COUNT 5: "BREACH OF CONTRACT - THIRD PARTY BENEFICIARY" CLAIMS

4.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, Hilcorp asserts the peremptory exception of no cause of action as to Count 5 of Plaintiffs' Petition, entitled "Breach of Contract – Third Party Beneficiary."

5.

In Count 5 of Plaintiffs' Petition they allege Hilcorp, as well as other defendants, "breached" various Louisiana-issued coastal use permits ("CUPs").

6.

Even though permits are not contracts under Louisiana law, and even though Plaintiffs are not mentioned in the CUPs, Plaintiffs claim they are somehow third-party beneficiaries to the CUPs.

7.

Because CUPs are not contracts as a matter of law, and because Plaintiffs are not intended beneficiaries of the CUPs, Plaintiffs cannot pursue a breach of contract claim premised on alleged violations of the CUPs. Accordingly, Plaintiffs' third-party beneficiary claim should be dismissed.

ADOPTION OF OTHER EXCEPTIONS

8.

Hilcorp hereby adopts, under Article 853 of the Louisiana Code of Civil Procedure, any other exceptions pled by any other defendants herein, to the extent those exceptions apply to Hilcorp. Additionally, Hilcorp reserves the right to assert any additional exceptions based on facts uncovered through discovery.

RULE 9.8 STATEMENT

9.

Pursuant to Uniform Local Rule of Court 9.8(a), Hilcorp states that this matter is not presently set for trial and gives notice that Hilcorp does not intend to introduce testimony at the hearing in support of the foregoing exceptions. Hilcorp reserves the right to introduce testimony upon proper notice to Plaintiffs.

WHEREFORE, Hilcorp prays that its exceptions be granted and that Plaintiffs' claims be dismissed at Plaintiffs' cost.

Respectfully submitted,

Craig Isenberg, 29603
David N. Luder, 33595
Patrick J. Lorio 38328
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.
909 Poydras Street, Suite 2350
New Orleans, Louisiana 70112
Telephone: (504) 589-9700
Facsimile: (504) 589-9701

Attorneys for Hilcorp Energy Company

CERTIFICATE OF SERVICE

I certify that on August 16, 2019, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.LC., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

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RULE TO SHOW CAUSE

Considering the foregoing exceptions filed on behalf of Hilcorp Energy Company ("Hilcorp");

IT IS HEREBY ORDERED, that Plaintiffs show cause on the ____ day of _____, 2019, at __:___ __.m., why Hilcorp's exceptions should not be granted.

This ____ day of _____, 2019, _____, Louisiana.

_____

DISTRICT COURT JUDGE

PLEASE SERVE PLAINTIFFS' COUNSEL:

Gladstone N. Jones, III
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

FOR SERVICE

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____ FILED

DEPUTY CLERK NOV 08 2013

S/ LANA H. COLUDROVICH DY. CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

FILED
AUG 16 2019
DY. CLERK

EXHIBIT A

2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South America Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste.. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to **Phillips Oil Company**, and **Phillips Petroleum Company**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company, McMoran Production Company**;

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to **Louisiana Gas Service Exploration Program**;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and **Louisiana Gas Service Exploration Program**; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to **Valero Producing Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program**." (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq*.

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH, PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

A TRUE COPY
Dy. Clerk of Court
Parish of Plaquemines, La.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, ANADARKO COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF LAFAYETTE

AFFIDAVIT OF KEITH A. DRONET

BEFORE ME, the undersigned Notary Public for the State of Louisiana, Parish of Lafayette, personally came and appeared Keith A. Dronet, a person of the full age of majority and to me personally known, who after being duly sworn, did depose and state the following, upon personal knowledge:

I. Qualifications

1. I am a Certified Professional Landman with the American Association of Professional Landmen since 1989 bearing Certification No. 4057 and have conducted title research, mineral histories and land related services for over 35 years throughout the State of Louisiana, particularly as those records pertain to title, ownership and oil and gas matters, as indicated in my CV attached hereto as Exhibit 1. I have been accepted as an expert professional landman in court for purposes of attesting to the contents of oil and gas related documents and title documents. The information and opinions set forth herein are within the scope of the professional services I routinely provide to clients, and are based upon documents and information typically relied upon in my profession as a basis for opinions.

FILED
AUG 16 2019
DY.CLERK

EXHIBIT
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B

I also have experience researching oil and gas records maintained by the Louisiana Department of Natural Resources' Office of Conversation.

II. Research

2. In connection with the civil action *Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.*, pending in the 25th Judicial District Court for the Parish of Plaquemines, Docket No. 61-798, Division "B," and in accordance with the accepted standards and practices set forth above, I have supervised review of the historic well files, including the plats and location descriptions of all wells listed as associated with Tennessee Gas Pipeline Company, L.L.C.[1] ("TGP") as identified by Plaintiffs in Exhibit B to their First Supplemental and Amending Petition for Damages ("First Amended Petition").[2] I have also reviewed the property descriptions of Plaintiffs' property as set forth in the First Amended Petition. The attached map (Exhibit 3) accurately reflects the location of Plaintiffs' property as described in the First Amended Petition and the wells associated with TGP as alleged in Plaintiffs' First Amended Petition.

3. The excerpts from the well records gathered from the Louisiana Department of Natural Resources for the wells identified on Exhibit 2 include the well location descriptions and well location plats and are of the kind and quality routinely examined and relied upon by myself and other professional landmen.

III. Relevant Well Locations

4. My research reveals the following:

   a. Plaintiffs' First Amended Petition names as a defendant, Tennessee Gas Pipeline Company, L.L.C., which is named as alleged successor in interest to Tenneco Inc. and Tennessee Gas Pipeline Company ("TGP").[3]

   b. Exhibit B to the First Amended Petition identifies several well serial numbers as associated with TGP.[4]

---

[1] Tennessee Gas Pipeline Company, L.L.C. is named as alleged successor in interest to Tenneco Inc. and Tennessee Gas Pipeline Company.
[2] The list of wells associated with Tennessee Gas Pipeline Company, L.L.C. is attached hereto as Exhibit 2.
[3] First Amended Petition, at ¶ 13(e).
[4] *See* Exhibit 2.

5. My research also confirms that the attached Map is a true and accurate depiction of the location of the Plaintiffs' property as described in the First Amended Petition and the location of the wells associated with TGP.[5]

6. None of the wells associated with TGP are located on Plaintiffs' property as described in the First Amended Petition. The well associated with TGP closest to Plaintiffs' property (a dual completion bearing well serial numbers 60949/63863) is approximately 1,535 feet from Plaintiffs' property as described in the First Amended Petition.[6]

THUS DONE AND SIGNED on this 7th day of August, 2019, in Lafayette, Louisiana.

KEITH A. DRONET

SWORN TO AND SUBSCRIBED FOR ME, the undersigned Notary Public in and for the Parish of Lafayette, State of Louisiana, this 7th day of August, 2019.

Julie C. Wood
Notary Public

JULIE C. WOOD
Notary Public
State of Louisiana
Lafayette Parish
Notary ID # 7076
My Commission is for Life

[5] *See* First Amended Petition and Exhibit 2.
[6] *See* Exhibit 3.

STATEMENT OF QUALIFICATIONS

KEITH A. DRONET, CPL

1.

Graduated from the University of Louisiana at Lafayette (formerly: the University of Southwestern Louisiana) with a degree of Bachelor of Science in Business Administration in 1980.

2.

I am a Certified Professional Landman with the American Association of Professional Landmen since 1989 bearing Certification No. 4057 and have conducted title research, mineral histories and land related services for over thirty-five (35) years throughout the State of Louisiana, particularly as those records pertain to title, ownership and oil and gas matters.

3.

I am currently the President/CEO of Discovery Land Group, LLC, an oil and gas abstracting and professional land services company located in Lafayette, Louisiana.

4.

In my capacity as a Certified Professional Landman, I am familiar with the public records of the offices of the various Clerk of Courts located throughout the State of Louisiana, and have extensive experience in reviewing said records for the purpose of determining title to surface, oil, gas and minerals, and oil, gas and mineral leasehold interests. I am familiar with the public records of the State of Louisiana, Department of Natural Resources, Office of Mineral Resources, State Land Office, and Office of Conservation. I have conducted research and supervised others in joint efforts for the purpose of locating pertinent instruments to be provided for legal analyses, such as title opinions. I have experience researching the operational and production histories of oil and gas wells in the records of the Louisiana Department of Natural Resources' – Office of Conservation.

EXHIBIT B-1

5.

In my capacity as a Certified Professional Landman, I have prepared, negotiated and acquired numerous Oil, Gas and Mineral Leases, Right of Way Agreements, Curative Agreements, Surface and Mineral Ownership Reports, Leasehold Revenue and Unit Ownership Reports and Division of Interest Reports and Well/Mineral Histories.

6.

I have been accepted as an expert in the field of title and as a Professional Landman for Judicial Matters and for testimony and/or deposition purposes as a professional landman of attesting to the surface and mineral ownership, oil, gas and mineral leasehold title and ownership, contents, negotiation, and terms of oil, gas and land transactional documents, including mineral leases, assignments, releases, right of ways, and other matters. I have been qualified as an expert witness or deposed in the following Courts of Law and Cases for the following judicial matters, to-wit:

a) 17th Judicial District Court for the Parish of Lafourche, Louisiana; Sterling Sugars, Inc. v. Amerada Hess Corporation, et al, Division "D", No. 100091, 17th JDC, Lafourche Parish, LA (July, 2014) for the law firm of Liskow & Lewis;

b) 17th Judicial District Court for the Parish of Lafourche, Louisiana; Genesis Pipeline USA, L.P. v. Otto Candies, LLC, Civil Docket No. 126359 C, 17th JDC, Lafourche Parish, LA (July, 2015) for the law firm of Baldwin, Haspel, Burke & Mayer, LLC;

c) 11th Judicial District Court for the Parish of Sabine, Louisiana; The SUVA Corporation, et al v. Jane Rene Johnson Smith, et al, Docket No. 63,173, 11th JDC, Sabine Parish, LA (December, 2015) for the law firm of Wiener, Weiss & Madison and Michael S. Coyle;

d) United States District Court, Eastern District of Louisiana; Dianne Sanchez, et al v. Texas Brine, LLC, et al, Civil Action No. 13-CV-5227, Assumption Parish, LA (October, 2016) for the law firm of Curry & Friend, PLC.

e) United States District Court, Eastern District of Louisiana, Lisa T. LeBlanc, et al v. Texas Brine Company, LLC, et al, Civil Action No. 12-2059 and consolidated cases (August, 2017), for the law firm Munger, Tolles and Olsen LLP.

7.

I have conducted research and Affidavit preparation as a Professional Landman for Judicial Matters of attesting to the surface and mineral ownership, oil, gas and mineral leasehold title, contents, and terms of oil, gas and/or land transactional documents, including mineral leases, assignments, releases and other matters in the following Courts of Law and Cases for presentation for the following judicial matters, to-wit:

a) 38th Judicial District Court for the Parish of Cameron, Louisiana; Sandra Duhon Bernard, et al v. BP America Production Company, et al, Civil Docket No. 10-16704, 38th JDC, Cameron Parish, Louisiana (May, 2010, April & December, 2012) for the law firm of Ottinger & Hebert, L.L.C.;

b) 27th Judicial District Court for the Parish of St. Landry, Louisiana; Opelousas - St. Landry Realty Company, Inc. v. BP America Production Co., et al, Civil Docket No. 12-C-6046-D, 27th JDC, St. Landry Parish, LA (March, 2014); and
Jack Anthony Devillier, et al v. Chevron USA, Inc., et al, Civil Docket No. 12-C-5530, 27th JDC, St. Landry Parish, Louisiana (October, 2013) for the law firm of Ottinger & Hebert, L.L.C.;

c) 7th Judicial District Court for the Parish of Catahoula, Louisiana; *Agri-South Group*, LLC, et al v. Exxon Mobil Corporation, et al, Civil Docket No. 24,132, 7th JDC, Catahoula Parish, LA (October, 2013); and
M. J. Farms, Ltd. v. Missiana, L.L.C., et al, Civil Docket No. 24,055, 7th JDC, Catahoula Parish, Louisiana (May, 2013) for the law firm of Ottinger & Hebert, L.L.C.;

d) 15th Judicial District Court for the Parish of Lafayette, Louisiana; Barry Ancelet, et al v. Condor Petroleum Corp., et al, Docket No. C-20143531-A, 15th JDC, Lafayette Parish, Louisiana (December, 2014) for the law firm of Guglielmo, Lopez, Tuttle & Hunter, L.L.P.;

e) 6th Judicial District Court for the Parish of Tensas, Louisiana; Benjamin M. Watson, et al v. BHP Billiton Petroleum Inc., et al Docket No. 23,593, 6th JDC, Tensas Parish, Louisiana (December, 2015) for the law firm of Ottinger & Hebert, L.L.C.;

f) 16th Judicial District Court for the Parish of St. Martin, Louisiana; Harold J. Guidry, et al v. BP America Production Company, et al Docket No. 82,537, Division "G"; 16th JDC, St. Martin Parish, Louisiana (February, 2016) for the law firm of Guglielmo, Lopez, Tuttle & Hunter, L.L.P.

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
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WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
56484	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA ORA SU;LL&E A	1	43	20S	28E	BASTIAN BAY
58190	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BBA X RA SU;BLD	1	14	21S	28E	BASTIAN BAY
59643	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;LL & E A	2	43	20S	28E	BASTIAN BAY
60949	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	J RA SUD;LL&E A	3	42	20S	28E	BASTIAN BAY
61675	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	W RA SUA;A A GILMORE	1	16	21S	28E	BASTIAN BAY
62764	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;BLD	2	13	21S	28E	BASTIAN BAY
63362	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BBA S RA SU;PH LL&E A	19	43	20S	28E	BASTIAN BAY
63863	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LA LAND & EXPL CO A	3-D	42	20S	28E	BASTIAN BAY
63913	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;LL&E A	4	42	20S	28E	BASTIAN BAY
63914	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA R RA SU;SL 3010	1	0	0	0	BASTIAN BAY

EXHIBIT B-2

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WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
64566	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	5	42	20S	28E	BASTIAN BAY
64955	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA RA SU;SL 3011	1	17	21S	28E	BASTIAN BAY
64998	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE A	1	21	21S	28E	BASTIAN BAY
65549	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	7	42	20S	28E	BASTIAN BAY
65550	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA M RA SU; LL&E A	6	42	20S	28E	BASTIAN BAY
65665	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	K SUG; LL&E A	8	42	20S	28E	BASTIAN BAY
65791	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA N RB SU;LL & E A	4-D	42	20S	28E	BASTIAN BAY
65992	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	2	16	21S	28E	BASTIAN BAY
66351	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	K SU D;LL&E "A"	9	42	20S	28E	BASTIAN BAY
66452	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	8-D	42	20S	28E	BASTIAN BAY

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WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
66589	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	Y SUA;LL&E A	12	34	20S	28E	BASTIAN BAY
66686	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE B	1	15	21S	28E	BASTIAN BAY
66760	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	7-D	42	20S	28E	BASTIAN BAY
66768	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	X SBB SUA;SL 3008	1	42	21S	28E	BASTIAN BAY
67004	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPLORATION CO B	1	41	20S	28E	BASTIAN BAY
67451	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	11	42	20S	28E	BASTIAN BAY
67452	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LA LAND & EXPL CO A	10	42	20S	28E	BASTIAN BAY
67886	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	9-D	42	20S	28E	BASTIAN BAY
68150	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RB SU; BLD	3	23	21S	28E	BASTIAN BAY

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69025	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LA LAND & EXPL CO A	10-D	42	20S	28E	BASTIAN BAY
70872	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RB SU; BLM	1	23	21S	28E	BASTIAN BAY
71253	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	14	42	20S	28E	BASTIAN BAY
72097	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	14-D	42	20S	28E	BASTIAN BAY
72484	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BBA X RA SU;BLD	4	22	21S	28E	BASTIAN BAY
73091	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BLM	1-D	23	21S	28E	BASTIAN BAY
73426	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	S 2 RA SUB;BLD	6	23	21S	28E	BASTIAN BAY
73427	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RA SU;BLD	5	24	21S	28E	BASTIAN BAY
73732	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	S 2 RA SUC;BLD	4-D	22	21S	28E	BASTIAN BAY
74489	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BLD	6-D	23	21S	28E	BASTIAN BAY
74748	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;BLD	5-D	24	21S	28E	BASTIAN BAY

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WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
78246	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	W RB SUA;BLD	9	22	21S	28E	BASTIAN BAY
78302	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU	17	42	20S	28E	BASTIAN BAY
78756	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	2-D	16	21S	28E	BASTIAN BAY
78757	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE B	1-D	15	21S	28E	BASTIAN BAY
79120	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RA SU; BLD	10	14	21S	28E	BASTIAN BAY
79238	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	R RA SUA;BLD	1-D-ALT	14	21S	28E	BASTIAN BAY
79722	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	S FBB SUA;BLD	9-D	22	21S	28E	BASTIAN BAY
80543	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA V SU;LL&E A	17-D	42	20S	28E	BASTIAN BAY
80754	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;BLD	10-D	14	21S	28E	BASTIAN BAY

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WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
84135	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	19	42	20S	28E	BASTIAN BAY
84535	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	K SUE;LL & E A	20	42	20S	28E	BASTIAN BAY
84917	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	019D	42	20S	28E	BASTIAN BAY
85160	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	S 2 SUD;BLD	11	22	21S	28E	BASTIAN BAY
85262	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	K RA SUE;LL&E A	21	42	20S	28E	BASTIAN BAY
85933	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	J SUB; LL&E A	20-D	42	20S	28E	BASTIAN BAY
86087	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA R RB SU;BLD	11-D	22	21S	28E	BASTIAN BAY

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WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
86813	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	7-T	42	20S	28E	BASTIAN BAY
87718	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	21-D	42	20S	28E	BASTIAN BAY
88153	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	1-D	16	21S	28E	BASTIAN BAY
88285	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA W RA SU;A A GILMORE	4	15	21S	28E	BASTIAN BAY
88531	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE A	1-D	21	21S	28E	BASTIAN BAY
89118	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RA SU; AA GILMORE B	2	15	21S	28E	BASTIAN BAY

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WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
89433	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RA SU; LL&E A	22	42	20S	28E	BASTIAN BAY
89690	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;LL&E A	4-T	42	20S	28E	BASTIAN BAY
89927	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA ORA SU;L L & E B	1-D	41	20S	28E	BASTIAN BAY
90163	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;BLD	10-T	14	21S	28E	BASTIAN BAY
90185	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	A A GILMORE	4-D	15	21S	28E	BASTIAN BAY
90837	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA R RA SU;SL 3011	2	41	20S	28E	BASTIAN BAY
90838	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA R RA SU (SL #3011)	3	41	20S	28E	BASTIAN BAY
90944	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;A A GILMORE B	2-D	15	21S	28E	BASTIAN BAY
91103	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY}; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & *TENNESSEE GAS PIPELINE COMPANY*}	LL&E A	21-T	42	20S	28E	BASTIAN BAY
91423	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;LL & E A	22-D	42	20S	28E	BASTIAN BAY
91424	**TENNESSEE GAS PIPELINE COMPANY, LLC** [*TENNECO INC.*]	BBA S RA SU	22-T	42	20S	28E	BASTIAN BAY
92132	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA ORA SU;SL 3011	1-D	40	20S	28E	BASTIAN BAY

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WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
92919	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;SL 3010	1-D	0	0	0	BASTIAN BAY
93294	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;LL&E A	28	43	20S	28E	BASTIAN BAY
93993	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBAS RA SU;SL 3011	3-D	41	20S	28E	BASTIAN BAY
95065	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BLD	1-T	14	21S	28E	BASTIAN BAY
95987	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	S/L 3011 R SAND	4	22	21S	28E	BASTIAN BAY
115238	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA W RA SU;BLD	13	22	21S	28E	BASTIAN BAY
119367	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BURAS LEVEE DISTRICT	13-T	22	21S	28E	BASTIAN BAY
121848	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	5	15	21S	28E	BASTIAN BAY
123317	***TENNESSEE GAS PIPELINE COMPANY, LLC*** [TENNECO INC.]	BBA O RA SU;LL&E A	27	42	20S	28E	BASTIAN BAY
144765	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A SWD	29	42	20S	28E	BASTIAN BAY

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WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
157672	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BLD	14	22	21S	28E	BASTIAN BAY
178089	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA XRA SU;A A GILMORE	1	42	20S	28E	BASTIAN BAY
179190	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	W RA SUA;A A GILMORE	3-ALT	42	20S	28E	BASTIAN BAY
180646	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	M RB SUA;BLD	15	14	21S	28E	BASTIAN BAY
211517	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	R RB SUA;BLD	17	22	21S	28E	BASTIAN BAY
211678	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	S RA SUA;BLD	16-ALT	14	21S	28E	BASTIAN BAY

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
213983	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	V RA SUA;A A GILMORE B	4	15	21S	28E	BASTIAN BAY
215784	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE B	5	15	21S	28E	BASTIAN BAY
216393	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	BBA X RA SU;GILMORE B	6	42	20S	28E	BASTIAN BAY
216570	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	GILMORE B	5-D	15	21S	28E	BASTIAN BAY
219166	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	LL&E A	30	42	20S	28E	BASTIAN BAY

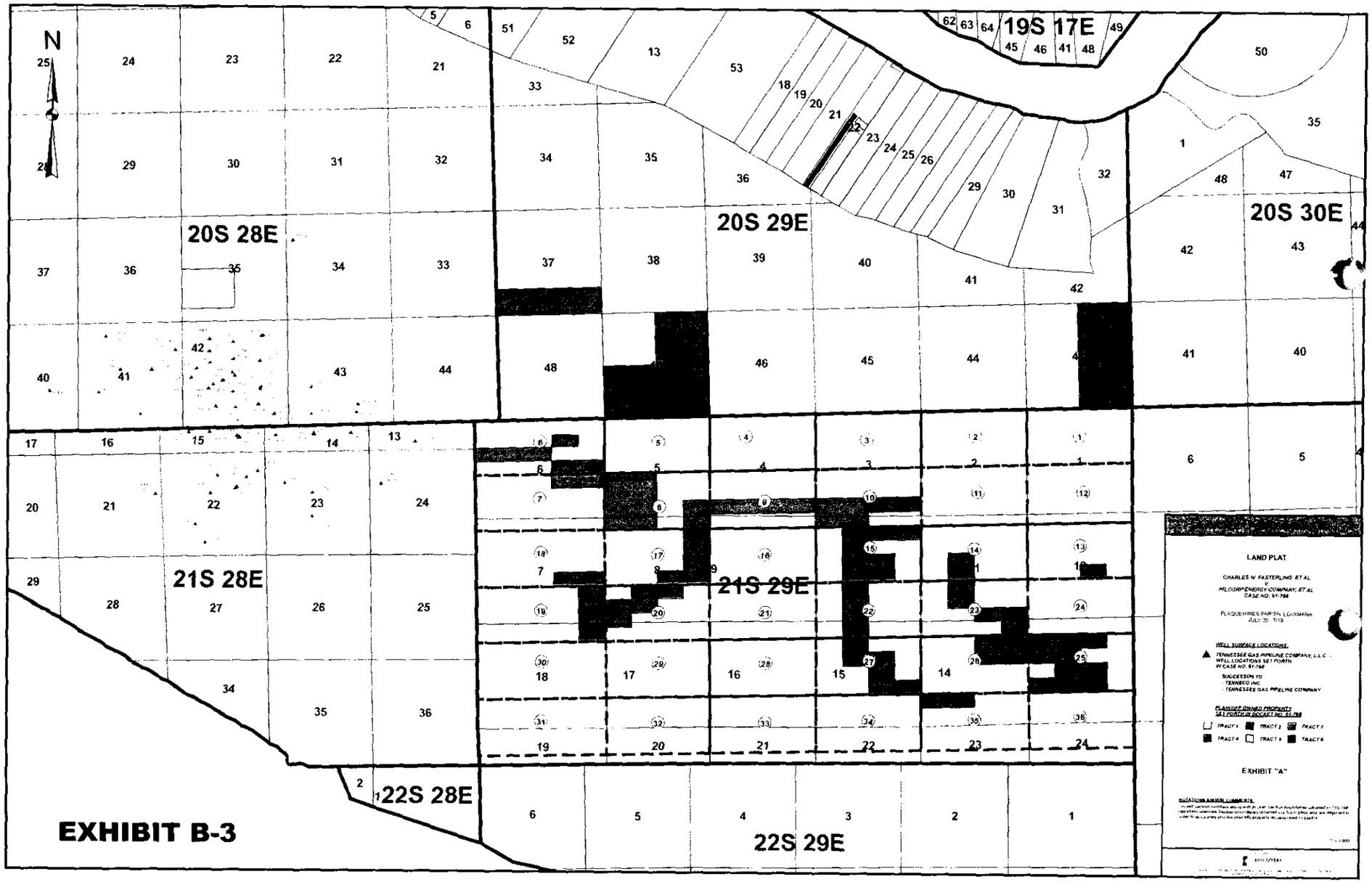

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22S 28E
22S 29E
LAND PLAT
CHARLES W FASTERLING ET AL
v
HILCORP ENERGY COMPANY, ET AL
CASE NO. 61-794
PLAQUEMINES PARISH, LOUISIANA
WELL SURFACE LOCATIONS
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
WELL LOCATIONS SET FORTH
BY CASE NO. 61-794
SUCCESSOR TO
- TENNECO INC
- TENNESSEE GAS PIPELINE COMPANY
PLAINTIFF OWNED PROPERTY
SET FORTH BY DOCKET NO. 61-794
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5
TRACT 6
EXHIBIT "A"

EXHIBIT B-3

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 16 2019
DY.CLERK

FILED:_____

DEPUTY CLERK

MEMORANDUM IN SUPPORT OF DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF TENNESSEE GAS PIPELINE COMPANY, L.L.C.

Defendant, Tennessee Gas Pipeline Company, L.L.C. as alleged successor in interest to Tenneco Inc. and Tennessee Gas Pipeline Company ("Tennessee Gas"), submits this memorandum in support of its dilatory and peremptory exceptions.

BACKGROUND

Six Plaintiffs claiming to own land in Plaquemines Parish have sued nine different Defendants in tort and contract, alleging that Defendants' oil and gas operations damaged Plaintiffs' coastal land. That is as specific as the allegations against Tennessee Gas ever get. Plaintiffs' First Supplemental and Amending Petition[1] is therefore impermissibly vague, ambiguous, and fails to conform to Article 891 of the Louisiana Code of Civil Procedure. Plaintiffs must be ordered to re-plead their factual allegations against Tennessee Gas with specificity. Absent such specificity, Plaintiffs' claims against Tennessee Gas should be dismissed.

Plaintiffs borrow their factual allegations verbatim from the petition in *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, No. 60-999, Div. A, (25th JDC) (Filed Nov. 8, 2013); No. 18-05210 (E.D. La.) (stayed) ("*Parish Case*").[2] Plaintiffs' core contention is the Defendants' operation of wells and alleged permit violations caused land loss and other harm to their property, located within the Parish's "Operational Area." Petition ¶ 10. In particular, Plaintiffs "allege, upon information and belief, that Defendants' acts and/or omissions on and

[1] References to the Petition or Plaintiffs' Petition in this Memorandum are to Plaintiffs' First Supplemental and Amending Petition for Damages.

[2] Exhibit A, Petition for Damages to the Plaquemines Parish Coastal Zone, *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, No. 60-999, Div. A, 25th Judicial District Court.

around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence—leading to land loss, increased risk of land loss and storm surge, and other damage to Plaintiffs' Property." *Id.* at ¶ 11 (emphasis added). In turn, Plaintiffs allege that "land loss is caused when the [alleged] activities ... present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands." *Id.*

Plaintiffs contend that Defendants' actions generally "caused damage and land loss" and that Defendants failed "to prevent unreasonable alterations to the surrounding land and marsh." *Id.* at ¶¶ 11-12. Plaintiffs' Petition describes damage "within and around the Operational Area." *Id.* at ¶ 16. Indeed, Exhibit B to Plaintiffs' Petition identifies nearly 600 wells operated by Defendants on land throughout the "Operational Area"—not just that alleged to be owned by Plaintiffs. *Id.* at Exhibit B. Exhibit B to Plaintiffs' Petition lists 95 wells that Plaintiffs associate with Tennessee Gas, and ***none of those wells are located on Plaintiffs' property***.[3]

As a remedy, Plaintiffs seek money damages and "injunctive relief in the form of abatement and restoration of the coastal land at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration." *Id.* at ¶¶ 47-48.

Plaintiffs allege that, because all Defendants' "operations have caused cumulative and collective impacts to the Plaintiffs' Property ... [t]he only feasible and practical outcome ... is restoration to the area as a whole." *Id.* a ¶¶ 49-50.

Plaintiffs seek to contractually enforce some 132 coastal use permits that the State of Louisiana issued to various oil and gas companies. Plaintiffs' breach of contract claims against Defendants fail as a matter of law because coastal use permits are not enforceable contracts and Plaintiffs cannot enforce these permits under any legal theory. Separately, of the 132 coastal use permit files listed in Exhibit C to the Petition, ***none of the permits attributed to Tennessee Gas relate to activities located on Plaintiffs' property.***

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[3] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of Tennessee Gas attributed wells in relation to Plaintiffs' property as described in the Petition).

LAW & ARGUMENT

1. ADOPTION OF OTHER DEFENDANTS' ARGUMENTS

Tennessee Gas adopts and incorporates the arguments set forth in the Memorandum in Support of Dilatory and Peremptory Exceptions on behalf of Chevron Defendants filed by Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. ("Chevron"), including the Exhibits attached thereto. Tennessee Gas specifically adopts Chevron's arguments related to this Court's ruling regarding the pleading deficiencies in the Plaquemines Parish Petition, which were copied and pasted into Plaintiffs' Petition.[4] Tennessee Gas also adopts Chevron's argument set forth in its Memorandum, which establish that coastal use permits are *not* contracts.[5] Plaintiffs' allegations that Defendants violated these coastal use permits, therefore, cannot supply a cause of action for breach of contract.[6] Further, even if permits could be considered "contracts" (which they cannot), Plaintiffs here are not third-party beneficiaries of those permits.[7] For these reasons, Plaintiffs do not state a cause of action for breach of contract against Tennessee Gas or any other Defendant.

Tennessee Gas also specifically adopts and incorporates the arguments set forth in the Memorandum in Support of the ConocoPhillips Defendants' Peremptory Exception of No Right of Action (the "ConocoPhillips Defendants' Memorandum") as if copied herein *in extenso*.

Tennessee Gas adds the following unique arguments in support of its dilatory and peremptory exceptions.

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[4] Chevron's arguments related to the other related and similarly deficient *Rozel, Borne*, and *Jefferson Parish* cases are particularly persuasive, given the similarity among those petitions and Plaintiffs' Petition here. *See* Mem. in Support of Dilatory and Peremptory Exceptions on Behalf of Chevron Defendants, at pp. 4-11 (hereinafter "Chevron Mem.").

[5] *See* Chevron Mem., at pp. 13-15.

[6] *See id.* A nearly identical attempt to enforce federal dredging permits under a third-party beneficiary theory was rejected by the U.S. District Court for the Eastern District of Louisiana in *Board of Commissioners of Southeast Louisiana Flood Protection Authority-East v. Tennessee Gas Pipeline Co., LLC*, 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015), *aff'd*, 850 F.3d 714 (5th Cir. 2017). The Court held that the permits were not contracts enforceable on a third-party beneficiary theory. *Id.* 645-46 & & 645 n.259.

[7] *See* Chevron Mem., at pp. 15-18. Plaintiffs' counsel filed similar petitions in February 2015 in three other cases on behalf of plaintiff-landowners who, like the Plaintiffs here, asserted claims for breach of contract as third-party beneficiaries against oil and gas companies. In *Borne v. Chevron U.S.A., Inc.*, No. 744-218, Div. "M," 24th JDC, the plaintiffs-landowners abandoned their claims of breach of contract as third-party beneficiaries after they were ordered to amend their petition following the court's granting of defendants' dilatory exception of vagueness. The court had deferred ruling on the peremptory exceptions of no cause of action as to the plaintiffs' breach of contract claims. *See* Chevron Mem., at Exhibit B-3 (Order at 1-2, *Borne*, No. 744-218, Div. "M," 24th JDC (Jan. 19, 2017)).

II. DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY, AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

For the reasons asserted by Chevron, the allegations against Tennessee Gas are similarly impermissibly vague, ambiguous, and fail to conform to article 891 of the Louisiana Code of Civil Procedure. In fact, the deficiencies related to Tennessee Gas are particularly egregious. Plaintiffs do not identify a single improper activity by Tennessee Gas. Plaintiffs instead resort to haphazardly listing all activities Tennessee Gas ever conducted in the area. Even if such a list could satisfy Louisiana law—and it cannot—Plaintiffs' list of all Tennessee Gas' activities raises more questions than it answers. Exhibit B to Plaintiffs' Petition lists 95 wells that Plaintiffs associate with Tennessee Gas, and ***none of those wells are located on Plaintiffs' property.***[8] In fact, many of the 586 wells Plaintiffs identify as having been drilled by the Defendants do not appear to be located on Plaintiffs' property. Of the 132 coastal use permit files listed in Exhibit C to the Petition, ***none of the permits attributed to Tennessee Gas relate to activities located on Plaintiffs' property***. And of course, Plaintiffs do not say which, if any, of these wells allegedly constitute or even relate to unlawful activity.

Plaintiffs' bare-boned allegations fail to plead the critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache v. Alpha Technical Serv., Inc.*, 10-1086 (La. App. 5 Cir. 6/29/11), 71 So.3d 520, 524 ("[W]e find that the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a period of forty-six years, do not meet the requirements of La. C.C.P. art. 891.").

Accordingly, for these reasons and for the reasons asserted by Chevron, and adopted here, the Court should order Plaintiffs to amend their Petition to identify the specific facts supporting their claims, including the individual permits that they allege were violated, by whom, where, when, and how, and the injuries they alleged resulted from each permit violation. Plaintiffs must also identify the activities they allege were conducted without permits where such permits were required, by who, where, when, and how, and the injuries they allege resulted from each alleged

[8] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of Tennessee Gas attributed wells in relation to Plaintiffs' property as described in the Petition).

unpermitted activity, and the basis for claiming solidary liability for the alleged injuries. As in *Borne*, discovery is not necessary for Plaintiffs to allege such facts. Plaintiffs—who are represented by the same counsel as the plaintiffs in *Borne* and assert nearly identical claims—are more than capable of determining and pleading the facts underlying their claims. Unlike the Parish cases, this is not an enforcement action by a governmental entity claiming that operators are liable for failing to obtain coastal use permits. This is a tort case involving Plaintiffs' own properties. Plaintiffs themselves are in the best position to know what harm was allegedly done to their properties and what they believe the cause of that harm to be. Basic investigation of their claims from public records and their own files would have (and should have) alerted Plaintiffs to the fact that they included claims against Defendants like Tennessee Gas whose well operations and activities authorized by coastal use permits did not occur on Plaintiffs' property. Authorizing discovery to proceed against this background—where Plaintiffs are likely to dismiss Defendants and claims after further investigation, as occurred in *Borne*—would impose an inequitable burden on Defendants (including those like Tennessee Gas which have been improperly named) and "would essentially require [defendants] to sustain the burden of disproving the case brought against them." *Smart v. Gold, Weems, Bruser, Sues & Rundell,* 06-1414, pp. 5 (La. App. 3 Cir. 4/4/07); 955 So. 2d 263, 267. Plaintiffs should be required to investigate their claims, as they should have done in the first instance. Absent any factual allegations against Tennessee Gas after amendment, Plaintiffs' claims against Tennessee Gas should be dismissed.

III. PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION

A peremptory exception of no right of action tests "whether the particular plaintiff has a right to bring the suit and is a member of the class of persons that has a legal interest in the subject matter of the litigation, assuming the petition states a valid cause of action for some person." *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267, p. 7 (La. 10/25/11, 6); 79 So.3d 246, 256. The exception of no right of action may be submitted on the pleadings, but evidence may also be introduced in support of the objection raised when the grounds thereof do not appear from the petition. La. Code Civ. Proc. art. 931.

Article 681 of the Louisiana Code of Civil Procedure provides that an action can be brought only by a person having a real and actual interest which he asserts. Injury to property must be

understood as damage to the real rights in the property. *Eagle Pipe,* 2010-2267 at p. 43. "A tortfeasor who causes injury or damage to a real right in property owes an obligation *to the owner of the real right.* This relationship arises as a matter of law and provides to the owner of the real right a personal right to sue the tortfeasor for damages." *Id.* (emphasis added). As set forth in the ConocoPhillips Defendants' Memorandum, o*nly the landowner* possesses the requisite "real and actual" or "proprietary" interest to assert a right of action to recover for injury to, or restoration of, his property.[9]

As noted in the vagueness briefing above, Exhibit B to Plaintiffs' Petition lists 95 wells that Plaintiffs associate with Tennessee Gas, but **none of those wells are on Plaintiffs' property.**[10] And due to the vague nature of the Petition, we do not know who might have the requisite real and actual interest to assert a claim for damage to or restoration of land in the Operational Area where Tennessee Gas' wells are located. There are no facts in Plaintiffs' Petition to support the contention that Plaintiffs have a real and proprietary interest in lands other than those tracts described in Paragraph 7. Accordingly, Plaintiffs' have no right of action to assert those claims as a matter of law. Tennessee Gas moves this Court to dismiss Plaintiffs' claims related to damage to or restoration of property other than that described in Paragraph 7 of the Petition.

IV. PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

A cause of action, for purposes of the peremptory exception, is defined as "the operative facts that give rise to [a] plaintiff's right to judicially assert [an] action against the defendant." *Ramey v. DeCaire*, 03-1299, p. 7 (La. 3/19/04); 869 So. 2d 114, 118. The function of the exception of no cause of action is to "test the legal sufficiency of the petition . . . by determining whether the law affords a remedy on the facts alleged in the petition." *Id.*

Here, the only purported "operative facts"[11] for Plaintiffs' contract claims are alleged breaches of the coastal use permits ("CUPs") listed in Exhibit C to the First Supplemental and

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[9] *See* ConocoPhillips Defendants' Memorandum at pp. 5-6.
[10] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of Tennessee Gas attributed wells in relation to Plaintiffs' property as described in the Petition).
[11] Of course, a listing of 132 permits is not a statement of "operative facts," as detailed in the Exception of Vagueness. Nor are bald allegations of breach of contract sufficient to state a cause of action, since "conclusions of law asserted as facts are not considered well-pled allegations of fact." *Walton Constr. Co. v. G.M. Horne & Co.*, 07-0145, p. 6 (La. App. 1 Cir. 2/20/08); 984 So. 2d 827, 832.

Amending Petition for Damages. *See* Petition, ¶ 46 (alleging breach of contract for "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"). Plaintiffs fail to allege which "express and implied obligations and duties" Defendants allegedly violated, or even which specific CUPs allegedly were violated.

Moreover, of the 132 coastal use permit files listed in the Petition, only 24 are attributed to Tennessee Gas. *See* Petition, Exhibit C. However, none of these 24 permit files relates to activities on Plaintiffs' property. Because nothing even purporting to be a contract with Tennessee Gas is at issue in Plaintiffs' claims alleging harm to their property, Plaintiffs state no cause of action against Tennessee Gas for breach of contract. *See Borning v. Saia*, 517 So. 2d 492, 493 (La. App. 1 Cir. 1987) (finding that plaintiff "failed to set forth sufficient grounds to establish a cause of action in contract" where "the pleadings and affidavits establish[ed] without contradiction that there was no contract between plaintiff and [defendants]"); *Larkin v. First of Ga. Underwriters*, 466 So. 2d 655, 656-57 (La. App. 5 Cir. 1985) (affirming trial court's granting of "an exception of no cause of action grounded in the contention there was no contract between [defendant] and plaintiff"); *cf. Tidewater, Inc. v. Baldwin-Lima Hamilton Corp.*, 410 So. 2d 355, 357 (La. App. 4 Cir. 1982) (holding that plaintiffs' cause of action was not governed by the prescriptive period for an action based on breach of contract where "no such contract [was] found in any of the documents included in the record").

For these reasons, Plaintiffs do not state a cause of action for breach of contract against any Defendant, including Tennessee Gas.

CONCLUSION

The Court should order Plaintiffs to amend the Petition to state with particularity the facts that form the basis of their claims. The Court should also dismiss Plaintiffs' claims related to damage to or restoration of property other than that described in Paragraph 7 of the Petition by granting Tennessee Gas' Exception of No Right of Action. Further, because the CUPs identified in Exhibit C are not contracts, because Plaintiffs are not intended third-party beneficiaries of those CUPs, and because Plaintiffs have not identified a single Tennessee Gas CUP related to their

property, the Court should grant the Exception of No Cause of Action and dismiss Count 5 of Plaintiffs' Petition, at Plaintiffs' cost.

Respectfully submitted:

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
Telephone: (504) 592-0691
Facsimile: (504) 592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for Tennessee Gas Pipeline Company, L.L.C.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepared, this 16th day of August, 2019.

Michele Hale DeShazo

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 DIVISION: B

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 16 2019
DEPUTY CLERK

FILED:_____ _____
DEPUTY CLERK

DILATORY AND PEREMPTORY EXCEPTIONS
ON BEHALF OF TENNESSEE GAS PIPELINE COMPANY, L.L.C.

NOW INTO COURT, through undersigned counsel, comes Defendant, Tennessee Gas Pipeline Company, L.L.C. as alleged successor in interest to Tenneco Inc. and Tennessee Gas Pipeline Company ("Tennessee Gas"), who excepts to Plaintiffs' Petition for Damages, as amended by the First Supplemental and Amending Petition for Damages (collectively, the "Petition"), as follows and as set forth in the accompanying memorandum.

DILATORY EXCEPTION OF VAGUENESS AND/OR AMBIGUITY AND FAILURE TO COMPLY WITH ARTICLE 891 OF LOUISIANA CODE OF CIVIL PROCEDURE

1.

Pursuant to Louisiana Code of Civil Procedure article 926, Tennessee Gas asserts that Plaintiffs' Petition is impermissibly vague and ambiguous and fails to comply with Louisiana Code of Civil Procedure article 891.

2.

Tennessee Gas asserts the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure article 926(A)(5) on the grounds that the Petition filed in this matter makes vague, collective allegations against nine defendants, without providing even the most basic information about the Plaintiffs' claims or the complained of activities of the Defendants. The Petition's excessive vagueness prevents Tennessee Gas from properly forming a response and preparing a defense in this matter.

3.

Moreover, although Plaintiffs claim property damage arising from the operation of wells and operations under coastal use permits, **none of the coastal use permit files or wells that Plaintiffs identify in their Petition as being associated with Tennessee Gas relate to operations on Plaintiffs' property.**

4.

Tennessee Gas also asserts the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure article 891 pursuant to Louisiana Code of Civil Procedure article 926(A)(4). The Petition does not "contain a short, clear and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by article 891.

PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION REGARDING ALLEGED DAMAGE TO PROPERTY OTHER THAN THAT OWNED BY PLAINTIFFS

5.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, Tennessee Gas asserts the peremptory exception of no right of action as to Plaintiffs' claims for alleged damage to property other than that owned by Plaintiffs in the "Operational Area."

6.

Plaintiffs allege that Tennessee Gas operated various wells, listed in Exhibit B to their Petition.

7.

Plaintiffs further allege that the operations and actions of Tennessee Gas related to those wells "caused damage and land loss."

8.

Even though Plaintiffs only claim to own the land described in Paragraph 7 of their Petition and **none of the coastal use permit files or wells that Plaintiffs identify in their Petition as being associated with Tennessee Gas relate to operations on Plaintiffs' property**, Plaintiffs seek injunctive relief and monetary damages related to restoration of the "Operational Area" as a whole.

9.

For the reasons set forth in the peremptory exception filed by ConocoPhillips Company and The Louisiana Land and Exploration Company LLC, which arguments are adopted and incorporated herein, Plaintiffs do not have a real and actual interest in an action for restoration to land they do not own, so Plaintiffs have no right of action related to claims for damage to that land pursuant to Louisiana Code of Civil Procedure articles 681 and 927(A)(6). Accordingly, Plaintiffs' claims related to property owned by third persons should be dismissed.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION REGARDING "BREACH OF CONTACT - THIRD-PARTY BENEFICIARY" CLAIMS

10.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, Tennessee Gas asserts the peremptory exception of no cause of action as to Count 5 of Plaintiffs' Petition, entitled "Breach of Contract – Third Party Beneficiary."

11.

Plaintiffs' contract claims are based solely on alleged breaches of coastal use permits ("CUPs") listed in Exhibit C to Plaintiffs' First Supplemental and Amending Petition for Damages. *See* Petition, ¶ 46 (alleging "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"). In those claims, Plaintiffs seek damages for alleged harm to their property, as well as abatement and restoration of their property. *See id.*, ¶¶ 44, 47, 48.

12.

Even though Plaintiffs are not named in the CUPs, the Plaintiffs claim they are somehow third-party beneficiaries to the CUPs.

13.

However, none of the CUPs attributed to Tennessee Gas in Plaintiffs' Exhibit C relate to activities on Plaintiffs' property. *See id.*, at Exhibit C. This ends the inquiry. Plaintiffs cannot state a cause of action against Tennessee Gas for breach of contract, because nothing even purporting to be a contract with Tennessee Gas is at issue in Plaintiffs' claims.

14.

Accordingly, for the reasons set forth in the peremptory exception filed by Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc.—permits are not contracts, and these Plaintiffs are not the intended beneficiaries of the permits—which arguments are adopted and incorporated herein, Plaintiffs have no cause of action to assert contract claims based on the alleged breach of coastal use permits against Tennessee Gas.

ADOPTION OF OTHER EXCEPTIONS

15.

In addition to the above, specific adoption of exceptions filed by the ConocoPhillips and Chevron Defendants, Tennessee Gas adopts, under Article 853 of the Louisiana Code of Civil Procedure, any and all exceptions pled by any and all Defendants herein, to the extent those exceptions apply to Tennessee Gas. Additionally, Tennessee Gas reserves the right to urge any additional exceptions based upon facts uncovered through discovery.

RULE 9.8 STATEMENT

16.

Pursuant to Uniform Local Rule of Court 9.8(a), Tennessee Gas states that this matter is not presently set for trial and gives notice that it does not intend to introduce live testimony at the hearing in this matter in support of the foregoing exceptions. Tennessee Gas reserves the right to introduce testimony upon proper notice to Plaintiffs.

WHEREFORE, Tennessee Gas Pipeline Company, L.L.C. prays that its exceptions be granted and that the Plaintiffs' claims be dismissed at Plaintiffs' cost.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Respectfully submitted:

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
Telephone: (504) 592-0691
Facsimile: (504) 592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for Tennessee Gas Pipeline Company, L.L.C.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepared, this 16th day of August, 2019.

Michele Hale DeShazo

NOTICE OF HEARING

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF TENNESSEE GAS PIPELINE CO

TO: *DEBORAH D KUCHLER*
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for HEARING for OCT 3 , 2019 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 19TH day of AUGUST, 2019.

Kim Turlich-Vaughan
Clerk of Court

Becky N. Kaliszeski
Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, August 22, 2019

Becky N. Kaliszeski
Deputy Clerk of Court

FOOTERAREA

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF CONOCO PHILLIPS CO AND LA LAND AND EXPLORATION CO LLC

TO: KEVIN E HUDDELL
GLADSTONE N JONES
EBERHAND D GARRISON
EMMA ELIZABETH ANTIN DASCHBACH
BERNARD E BOUDREAUX JR
ANDREW K JACOBY
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

PARISH OF Plaquemines

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30 AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 22ND DAY OF AUGUST, 2019.

Filed By: DEBORAH KUCHLER
(504) 592 0691
CONOCO PHILLIPS

Kim Turlich-Vaughan
Clerk of Court

Becky H. Kaliegeski
Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20_____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____
_____

Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____
Deputy Sheriff

Mileage $_____
Total $_____

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 19 2019
DEPUTY CLERK

FILED: _____

_____
DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing Dilatory Exception of Vagueness and/or Ambiguity and Non-Conformity, and Peremptory Exceptions of No Right of Action and No Cause of Action filed on behalf of ConocoPhillips Company and The Louisiana Land and Exploration Company LLC;

IT IS HEREBY ORDERED that the Plaintiffs show cause on the 3rd day of October, 2019, at 10:30am as to why these exceptions should not be granted.

~~Belle Chasse,~~ Pointe-a-la-Hache Louisiana this 19th day of August, 2019.

_____
JUDGE

SHERIFF PLEASE SERVE:

Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

NOTICE OF HEARING

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF TENNESSEE GAS PIPELINE CO

TO: *DEBORAH D KUCHLER*
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for HEARING for OCT 3 , 2019 at10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 19TH day of AUGUST, 2019.

Kim Turlich-Vaughan
Clerk of Court

Becky N. Kaliszeski
Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, August 22, 2019

Becky N. Kaliszeski
Deputy Clerk of Court

FOOTERAREA

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY EXCEPTIONS ON BEHALF OF TENNESSEE GAS PIPELINE CO AND RULE

TO: KEVIN E HUDDELL
GLADSTONE N JONES
EBERHARD D GARRISON
EMMA ELIZABETH ANTIN DASCHBACH
BERNARD E BOUDREAUX JR
ANDREW K JACOBY
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

PARISH OF Plaquemines

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER , 2019 at 10:30 AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable MICHAEL D CLEMENT, Judge of the 25th Judicial District Court of this 19TH DAY OF AUGUST, 2019.

Filed By: DEBORAH KUTCHLER
504 592 0691
TENNESSEE

Kim Turlich-Vaughan
Clerk of Court

Becky H. Kaliszek
Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____
_____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____
Mileage $_____
Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 19 2019
DY.CLERK

FILED: _____ _____
DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing Dilatory Exception of Vagueness and/or Ambiguity and Non-Conformity, and Peremptory Exceptions of No Right of Action and No Cause of Action filed on behalf of Tennessee Gas Pipeline Company, L.L.C.:

IT IS HEREBY ORDERED that the Plaintiffs show cause on the 3rd day of October, 2019, at 10:30am as to why these exceptions should not be granted.

~~Belle Chasse~~ Pointe a la Hache, Louisiana this 19th day of August, 2019.

JUDGE

SHERIFF PLEASE SERVE:

Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

FILED FOR RECORD 01/17/2017 16:04:59
Carol Lee K. Hotard, DY CLERK
JEFFERSON PARISH, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

CODED D1 805

DOCKET NO. 744218 **DIVISION: M**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____

DEPUTY CLERK

ORDER

The Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by defendants, Chevron U.S.A. Holdings Inc., Stone Energy Corporation, Hilcorp Energy Company, Chevron U.S.A. Inc., The Louisiana Land and Exploration Company L.L.C., Atlantic Richfield Company, ExxonMobil Corporation, Shell Oil Company, BP America Production Company, BEPCO L.P. and BOPCO, L.P. came before the Court for hearing on December 7, 2016:

Appearing for

Plaintiffs, J. Rock Palermo IIII and Emma Elizabeth Antin Daschbach;

Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc., Alexandra White and Michael Phillips;

Stone Energy Corporation, Elizabeth Wheeler;

Hilcorp Energy Company, Kelsey Meeks;

The Louisiana Land & Exploration Company, Leigh Ann Schell

Atlantic Richfield Company and BP America Production Company, George Arceneaux

Shell Oil Company, R. Keith Jarrett

ExxonMobil Corporation, Robert McNeal and Martin Stern

BEPCO L.P. and BOPCO L.P., Kelly Ransom

Upon consideration of the exceptions, memoranda in support and opposition, evidence presented and arguments of counsel, the Court, for reasons orally assigned, ruled as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by all defendants are GRANTED, and Plaintiffs are ordered to amend their petition within ninety (90) days of the date of this Order to more particularly plead the material facts

IMAGED JAN 18 2017 5B

Issue Notice of Judgment Order 1-19-2017 to Robert McNeal, Emma Daschbach, Michael Phillips, Elizabeth Wheeler, Kelsey Meeks, Leigh Ann Schell, George Arceneaux, R. Keith Jarrett, Robert McNeal, Kelly Ransom

FILED
AUG 21 2019
Sandra L. Vandella
DEPUTY CLERK

EXHIBIT 12

which are the basis for their claims against each individual defendant, including as required by Louisiana Code of Civil Procedure article 860. Failure to amend accordingly may result in dismissal of this action, without prejudice.

No other exceptions were considered at the December 7, 2016 hearing.

Signed in Chambers, in Gretna, Louisiana, this 19th day of January, 2017.

Honorable Henry G. Sullivan, Jr.
Judge, 24th Judicial District Court

IMAGED JAN 19 2017

CODED

KEAN | MILLER LLP
ATTORNEYS AT LAW

PAMELA ROMAN MASCARI, PARTNER
(225) 382-3466
PAM.MASCARI@KEANMILLER.COM

January 13, 2017

Hon. Henry G. Sullivan
Judge, 24th Judicial District Court
Thomas F. Donelon Courthouse
200 Derbigny St, Suite 4100
Gretna, LA 70053

RE: Sandra Couvillon Borne, et al. v. Chevron U.S.A. Holdings, Inc., et al.,
Case No.: 744-218, Div. "M", 24th JDC, Parish of Jefferson
KM File No. 16457-305

Dear Judge Sullivan:

Enclosed is a proposed order reflecting your ruling at the hearing in this matter on December 7, 2016. Pursuant to Uniform Rule 9.5, I certify that this proposed order was agreed upon by all parties via email circulation with the current form being agreed to by plaintiffs' counsel on January 10, 2017. Accordingly, I respectfully request that you sign the enclosed order and enter it into the record of this proceeding.

Thanks in advance for your consideration.

Very truly yours,

Pamela R. Mascari

PRM
Enclosures

cc: All Counsel of Record (via email, w/ encl.)

7949744_1

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 DIVISION "M"

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____
DEPUTY CLERK

SECOND SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this Second Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

FILED
AUG 21 2019
DEPUTY CLERK

EXHIBIT "13"

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own an undivided 63.66% interest in all of the following property located in Jefferson Parish within the Lafitte Oil and Gas Field and containing approximately 2,345 acres:

A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:

- Those portions of Sec. 11, lying south of Sec.37;
- Lots 1, 2, and 3 of Sec. 12;
- Lots 2, 3, 4 and 5 and the West half of Sec. 13;
- All of Sec. 14, south of Sec. 37;
- All of Sec. 23;
- All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

> "To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor,

should go due West 2 miles from this iron pipe and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, comer of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast comer of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Ernest Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

13.

The Plaintiffs appear in this matter as:

1. Lessors, assigns, successors-in-interest, and/or third party beneficiaries to certain oil, gas and mineral leases between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendants (and Defendants' predecessors-in-interest); and
2. Landowners, assignees, and successors-in-interest of real property damaged by the oil and gas activities conducted or controlled by the Defendants (and Defendants' predecessors-in-interest) pursuant to mineral leases and amendments.

14.

The following parties are made Defendants:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco Exploration and Production Inc., Texaco Inc.**, and **The Texas Company**; and

b. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield, Argo Oil Corporation, Sinclair Oil Corporation**, and **Sinclair Oil & Gas Company**.

15.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained, in Jefferson Parish.

16.

Defendants conducted, directed and participated in various oil and gas exploration and production activities as operators and/or working interest owners and/or joint venturers on and near Plaintiffs' property in the Lafitte Oil and Gas Field. Defendants' activities included the dredging and/or alteration of canals and oversight, operation, or construction of various oil and gas facilities, including but not limited to pits, pumps, platforms, pipelines, flowlines, tanks, tank batteries, wells, wellheads, and measuring and disposal facilities. Defendants' dredging and alteration of canals and disposal of produced water into canals and leaking pits have drastically altered the hydrology of the area on and surrounding Plaintiffs' property thereby causing saltwater

intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' property.

17.

A study performed by CH2M Hill in October 2006 for the Louisiana Department of Natural Resources, showed that between 1932 and 1990, more than 40% of the land converted to open water in the hydrologic sub-basin in which Plaintiffs' property is situated, and oil and gas exploration and production operations were determined to be the cause of more than 95% of that loss. Plaintiffs' property has suffered land loss as a direct result of the acts and omissions of Chevron and Atlantic Richfield.

18.

Chevron operated on and adjacent to Plaintiffs' property beginning in the 1930s and continued through the 1990s. Chevron's operations included dredging and altering canals and operating 46 wells on and adjacent to Plaintiffs' property. Chevron's predecessors Texaco Inc. and Texaco Exploration and Production Inc. ("TEPI") each operated the following 31 wells, by serial number:

22629	50487	113131	139220	190658
24015	54269	113751	141061	209714
24288	63454	115167	142264	216402
31801	69396	132568	150027	
39524	79467	136171	153152	
45381	82444	136477	154133	
48919	100285	137970	173734	

19.

TEPI also operated the following seven wells, by serial number:

217600	217683	217810	218945
217666	217744	218456	

20.

On September 2, 1991, Texaco Inc. entered into multiple leases ("1991 Texaco Leases") with Plaintiffs covering 975 acres of Plaintiffs' property. The 1991 Texaco Leases are recorded under entries 9149358, 9149368, and 9149369 of the Conveyance Records of Jefferson Parish. Texaco Inc. had previously entered into a lease with Plaintiffs that covered this same acreage and

had operated wells and conducted oil and gas operations on this acreage from 1947 through 1986. Prior to 1986, Texaco operated the following eight wells, by serial number, on the same lease acreage set forth in the 1991 Texaco Leases:

47549	129668	37407	82807
120171	27441	38905	55565

In 1994, Texaco Inc. assigned the 1991 Texaco Leases to TEPI.

21.

Atlantic Richfield operated on Plaintiffs' property beginning in 1960 pursuant to three leases ("Atlantic Richfield Leases") that were later assigned to Sinclair Oil and Gas Company in 1967:

1. May 28, 1960 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 181264 of the Conveyance Records of Jefferson Parish.

2. January 22, 1962 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 223624 of the Conveyance Records of Jefferson Parish.

3. March 20, 1962 from John A. Rojas to W. W. Bolding, recorded in Mineral Book 22, Folio 433, of the Conveyance Records of Jefferson Parish.

Atlantic Richfield's operations under the Atlantic Richfield Leases included dredging and altering canals and operating four oil wells beginning in 1960 until July 1988. Atlantic Richfield operated wells, by serial number:

81404	88020	89789	92180

22.

To operate its wells and production facilities, Chevron dredged and used a network of canals on and near Plaintiffs' property, which canals Chevron used to access, construct, and maintain pipelines and related production and exploration facilities.

23.

Atlantic Richfield, in turn, dredged and used a series of canals on Plaintiffs' property, which canals Atlantic Richfield used to access, construct, and maintain pipelines and related production and exploration facilities.

24.

These canals intersect pre-existing natural channels and water bodies, chopping the once thriving and cohesive coastal ecosystem of Plaintiffs' property and neighboring properties into countless smaller, decaying patches.

25.

These canals altered hydrology associated with oil and gas activities and, as such, have been ranked among the primary causes of coastal land loss by the United States Geological Survey. Numerous studies conducted and funded by trade organizations of which both Chevron and Atlantic Richfield are members have concluded that unmaintained canals will result precisely in the loss of land.

26.

These canals and other oil and gas exploration and production activities by both Chevron and Atlantic Richfield cause this land loss when they introduced seawater and other contaminants not native to the coastal land ecosystem into the soil strata of the coastal lands.

27.

In particular, these canals, the introduction of contamination toxic to freshwater marsh, and the associated altered hydrology have been identified as directly contributing to land loss by causing:

- Vegetation die-off;
- Sedimentation inhibition;
- Erosion; and
- Submergence.

28.

Chevron and Atlantic Richfield have both failed to comply with the regulatory and statutory requirements regarding the canals they dredged or own and maintain, which failures continue to transform what was once a stable ecosystem on and near Plaintiffs' property into an

extensive—and expanding—network of large and deep canals that continues to widen and contribute to land loss on Plaintiffs' property.

29.

These non-compliant canals have enabled unnatural and excessive amounts of saltwater intrusion and comprise a highly effective system of coastal landscape degradation, the product of which is an ecosystem so seriously diseased that its complete demise is inevitable if no action is taken.

30.

Both Chevron and Atlantic Richfield also exacerbated direct land loss by failing to maintain the canals and the banks of the canals that they each dredged, have used, or otherwise have overseen. Those acts and omissions, which continue through today, have caused both the erosion of the canal banks and the expansion beyond their originally permitted widths and depths of the canals comprising that network, resulting in the steady infiltration of saltwater into these areas. The consequent ecological degradation of these areas has produced weakened coastal lands and extensive land loss on and near Plaintiffs' property.

31.

Additional oil and gas activities by Chevron and Atlantic Richfield contributing to land loss on and near Plaintiffs' property, include decades of discharge of highly toxic produced water and oil field waste into the canals, freshwater marshes, and bayous on and around Plaintiffs' property, thereby damaging the marsh. In 1986, more than 13 million barrels of produced water was discharged into surface waters at the Lafitte Oil and Gas Field, and Chevron was by far the predominant operator.

32.

These additional oil and gas activities drastically alter the natural hydrological patterns and processes, directly causing the destruction of the coastal landscape.

33.

Further, Chevron's and Atlantic Richfield's oil and gas exploration and production activities have resulted in the contamination of environmental media with oilfield wastes,

including salts, petroleum hydrocarbons, heavy metals, and radioactive material, which further destroys marsh and prevents regrowth.

34.

Chevron and Atlantic Richfield have dredged, used, and bear responsibility for the canals described herein and have engaged in uses of the coastal zone in a manner that does not comply with the standard of care as delineated by their coastal use permits, Louisiana's coastal zone regulations, other sources of Louisiana legal obligations, and other markers of that standard, resulting in damages to Plaintiffs.

35.

Plaintiffs did not have actual or constructive knowledge of the damages caused by Defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

36.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

37.

Both Chevron and Atlantic Richfield knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Chevron and Atlantic Richfield had a duty to protect the Plaintiffs and Plaintiffs' property from these effects. Defendants knew or should have known that altering the hydrology of the area would cause damage to Plaintiffs' property. Defendants had a duty to act with reasonable care to prevent causing damage to Plaintiffs' property. There is an ease of association between Defendants' oil and gas operations conducted on or adjacent to Plaintiffs' property and the physical damage to Plaintiffs' property. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

38.

The acts and omissions of Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around Plaintiffs' property, in violation of the standard of care of reasonably prudent operations.

39.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, Chevron and Atlantic Richfield are bound to redress the damages to Plaintiffs' property as caused by their respective acts and/or omissions. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

40.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 2: STRICT LIABILITY

41.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

42.

Chevron and Atlantic Richfield are strictly liable for their operations that occurred prior to April 16, 1996. Chevron and Atlantic Richfield have had ownership, care, custody, and garde of the canals, and other oil and gas facilities on and around Plaintiffs' property and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

43.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior lands belonging to Plaintiffs with increasing volume and velocity, and have caused, and will

continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around Plaintiffs' property.

44.

Chevron and Atlantic Richfield had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Chevron and Atlantic Richfield had, and have, a legal relationship to the property, comprising rights and duties.

45.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' property.

46.

Louisiana Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he cannot make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Chevron and Atlantic Richfield are liable to Plaintiffs because their acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' property, and such work has caused damage to Plaintiffs' property.

47.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Chevron and Atlantic Richfield are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived Plaintiffs of enjoyment of their land and caused damages described herein: land loss,

increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

48.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Chevron and Atlantic Richfield are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' property as caused by their network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, shoreline protection, and bank stabilization.

49.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 3: NUISANCE

50.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

51.

The acts and/or omissions Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around Plaintiffs' property, all in violation of the standard of care expected of reasonably prudent oil and gas operators in Louisiana's marsh environments.

52.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

53.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care or to repair Plaintiffs' property.

54.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' property. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

55.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 4: BREACH OF LEASE

56.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

57.

The acts and omissions set forth above constitute a breach of the 1991 Texaco Leases and the Atlantic Richfield Leases by Chevron and Atlantic Richfield respectively.

58.

The acts and omissions of Chevron and Atlantic Richfield constitute a breach of the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators.

59.

Chevron and Atlantic Richfield have breached the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators, specifically the standards of Civil Code articles 2683, 2686, 2687, 2688, and 2692 and Mineral Code article 134:

1. Louisiana Civil Code article 2683 requires the lessee . . . "[t]o use the thing as a prudent administrator and in accordance with the purpose for which it was leased . . . ."

2. Louisiana Civil Code article 2686 provides "[i]f the lessee uses the thing for a purpose other than that for which it was leased or in a manner that may cause damage to the thing, the lessor may obtain injunctive relief, dissolution of the lease, and any damages he may have sustained."

3. Louisiana Civil Code article 2687 states that "[t]he lessee is liable for damage to the thing caused by his fault or that of a person who, with his consent, is on the premises or uses the thing."

4. Louisiana Civil Code article 2688 provides that "The lessee is bound to notify the lessor without delay when the thing has been damaged or requires repair, or when his possession has been disturbed by a third person. The lessor is entitled to damages sustained as a result of the lessee's failure to perform this obligation."

5. Louisiana Civil Code article 2692 provides "[t]he lessee is bound to repair damage to the thing caused by his fault . . . and to repair any deterioration resulting from his . . . use to the extent it exceeds the normal or agreed use of the thing."

6. Louisiana Mineral Code, Revised Statute 31:134, provides that "[if] a mineral lease is violated, any aggrieved party is entitled to any appropriate relief provided by law."

60.

Defendants' acts and omissions constitute a failure to act as prudent administrators of the property. Chevron and Atlantic Richfield have failed to repair the damage to Plaintiffs' property caused by their fault. Defendants' use of the Plaintiffs' property to dispose of oilfield waste is a use of the property for a purpose other than that for which it was leased. Chevron and Atlantic Richfield used Plaintiffs' property in a manner that caused a large percentage of Plaintiffs' property to disappear. Through their acts and omissions, Chevron and Atlantic Richfield have caused damage to the property in excess of the normal and agreed use of the property, and are therefore liable to Plaintiffs for the repair of the damage and deterioration of the property. Defendants' acts and omissions damaged the property in violation of the express and implied lease obligations, subjecting Defendants to provide appropriate relief provided by law. Chevron and Atlantic Richfield failed to notify Plaintiffs that Defendants damaged Plaintiffs' property. Plaintiffs have not released Defendants from either the express or implied obligations under the lease.

61.

The acts and omissions constitute negligent and excessive use the Plaintiffs' property during canal dredging and alteration, along with extraction and production operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, Louisiana Revised Statute 31:122.

62.

Defendants' acts and omissions amount to exercise of their rights to Plaintiffs' property excessively and unreasonably and without reasonable regard to the rights of the Plaintiffs in violation of the doctrine of correlative rights of Louisiana Revised Statute 31:11. Defendants are thus strictly liable for all damages flowing therefrom.

63.

To the extent Chevron or Atlantic Richfield are assignees or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities of the prior lessees under each mineral lease.

64.

To the extent Chevron or Atlantic Richfield are assignors, sublessors, assignees, and/or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities under the mineral lease pursuant to Louisiana Revised Statute 31:128 and 31:129.

65.

Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

66.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

67.

Chevron and Atlantic Richfield are jointly and solidarily liable for the damage to Plaintiffs' property.

68.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

69.

Plaintiffs request a trial by jury on all matters triable by a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Chevron and Atlantic Richfield finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances including the cost to restore Plaintiffs' property to its original condition;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
John T. Arnold (#31601)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
E. Blair Schilling (#35308)
Fishman, Haygood, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have served the above and foregoing Second Supplemental and Amending Petition for Damages on all parties, through their counsel of record, by e-mail, fax, hand delivery, and/or by placing a copy of the same in the United States Mail, postage prepaid and properly addressed, on this the 19th day of April, 2017.

Kevin E. Huddell

FILED
2019 AUG -5 P 4:53
CLERK OF COURT
S/JADE L. SANDRAS
PARISH OF JEFFERSON, LA

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION M**

SANDRA COUVILLON BORNE, JUDITH ROJAS KAGAY, WAYNE J. NOLAN, JEFFREY C. NOLAN, KEITH M. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, DOUGLAS G. NOLAN, IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, AND DAVID ROJAS NOLAN

VERSUS

CHEVRON U.S.A. HOLDINGS INC., STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C., ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO, L.P., AND BOPCO, L.P.

FILED:_____ **_____**
DEPUTY CLERK

FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this First Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

FILED
AUG 21 2019
Jandi L. Mandella
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EXHIBIT
11

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own the following property located in Jefferson and Plaquemines Parishes in and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields:

JEFFERSON PARISH

1.) A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:
Those portions of Sec. 11, lying south of Sec.37;
Lots 1, 2, and 3 of Sec. 12;
Lots 2, 3, 4 and 5 and the West half of Sec. 13;
All of Sec. 14, south of Sec. 37;
All of Sec. 23;
All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and Dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor, should go due West 2 miles from this iron pipe

and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, comer of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast comer of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Erne Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16.-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

PLAQUEMINES PARISH

1.) A CERTAIN TRACT OR PARCEL OF LAND, situated in the Parish of Plaquemines, containing thirty-eight hundred (3800) acres, more or less, and being a portion of the upper or Northwestern portion of a larger tract of eleven thousand three hundred and forty-seven, eighty-two hundredths (11,347.82) acres, comprising sections, or parts of sections, 1, 2, 11, 12, 13, in township 17 S., R. 24 East, and sections, or parts of sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,

35, 36. and 39 in township 17 S.,.R. 25 East, Southeastern land District West of the Mississippi River, exclusive of certain rights of ways, sold by the Levee Board to Wilkinson, same being more particularly described, in accordance with the hereinafter referred to map of survey, as follows:

(a) BEGINNING at a point designated by the letter "C", which point is on the Parish line dividing the Parishes of Jefferson and Plaquemines, and which point is 80 arpents from the Mississippi River in township 17 S., R. 24 East, thence S. 12 degrees 30' E. 3030 ft. to the North Shore of Bayou Dupont, which point is designated by the letter "D", thence in an Easterly direction along the North shore of Bayou Dupont to a point, which point is on the dividing line of subdivision Lots No. 1 and 2, and designated by the letters "DD", thence North 38 degrees 00' W. along the line between lots .1 and 2 to the Section line dividing Government Sections 2 and 41, township 17 S., -R 24 E, point designated by the letters "CC", thence S 52 degrees W. 807.3 ft. to point of beginning. Said tract being Subdivision Lot No. 1.

(b) THENCE BEGINNING anew at. a point designated by the letters "GG", which point is S 3 degrees 10', 855.5 ft. from the 40 arpent line from the Mississippi River and on the Western boundary of a certain Right of Way deeded to Wilkinson by the Levee Board, which Right of Way boundary is one-half mile West of the Wilkinson Canal, thence due West along the line dividing Subdivision Lots 13 and 14 to the intersection of said line with the East bank of Bayou Des Fleurs, which point is designated by the letters "GGG", thence in a- Southerly direction along the East bank of Bayou Des Fleurs and Bayou Dupont to the point "E", which point is on the Northerly boundary of a certain Right of Way deeded by the Levee Board to Wilkinson, thence South 80 degrees East to the intersection of said Northerly boundary with the Western boundary of another Right of Way deeded to Wilkinson by the Levee Board, which Right of Way Western boundary, is one-half mile West of what is known as the Wilkinson Canal, which point of intersection is designated by the letter "F", thence North 30 degrees 10 minutes East along said Right of Way, 7226.5 ft. to the point of beginning.

(c) THENCE BEGINNING anew at a point designated by the letter "H", which point is on the East Bank of Bayou Dupont where the Southern boundary of a certain Right of Way, having a width of a five acres, deeded to Wilkinson by the Levee Board, intersects the East bank of the Bayou, thence, along the 80 degrees East to the point "I", which point is one-half mile distance from and on the West side of what is known as the Wilkinson Canal, thence South 29 degrees and 10 minutes East to the point "J", where said line intersects Bayou Trufant, thence along Bayou Trufant to point "K", which point is in the Western boundary of the certain Right of Way deeded to Wilkinson by the Levee Board, which has a width of five acres or 1043.35 feet; thence In a Southerly direction along the Western Boundary of said Right of Way to the point "LL"; thence South 45 degrees West to the dividing line of Sections 38 and 39 Township 17 S., R. 25 East, to the point designated by the letters "MM", thence due North along the line dividing Sections 38 and 39, also Sections 37 and 36 to the point "P", which point is the corner common to Sections 27, 28, 36 and 37 in Township 17 S., R. 25 East; thence due West along the Section line dividing Sections 27 and 37, 5280 ft. to point "Q", which point is on the left designating descending bank of Bayou Dupont; thence in a Northerly direction along Bayou Dupont to point "H", which is the point of beginning.

(d) THENCE BEGINNING anew at 'point "R", beginning the intersection of the Eastern boundary of the Right of Way of the Wilkinson Canal and one-half miles East of said Canal with the 40 arpent line from the Mississippi River; thence along the 40 arpent line South 46 degrees East 2001.4' to a point; thence South 48 degrees 30 minutes East 2047.3' to a point; thence South-59 degrees E. 3533.6' to a point, thence South 59 degrees 53 minutes East, 669.8 ft.; thence to point designated by the letters "SS"', thence South 45 degrees West to the Eastern boundary of the Wilkinson Right of Way, which has a width of 5 acres, which point is designated by the letters "TT";

thence in a Northerly direction along the said Right of Way to point "U" which point Is on the Bayou and is just below the intersection of Bayou Trufant and McCrutcheon; thence in a Northerly and Easterly direction along Bayou McCrutcheon to the Eastern boundary of the Right of Way of the Wilkinson Canal, which is one-half mile distance East from the Wilkinson Canal, which point is designated by the letter "V", thence North 3 degrees 10 minutes East along the Eastern boundary of the said Right of Way, which is one-half mile East of Wilkinson Canal, 7950 ft. to point "R" which I point of beginning.

All of which will more fully appear on certified map of survey by James S. Webb, Civil Engineer, dated November 6, 1925, and revised December 18, 1929, a copy of which said map is attached to and made part of previous Notarial acts of Sale which form part of this chain of title.

Of the property hereinabove described, that portion of the property hereinabove secondly described, bounded on the North by the dividing line of Subdivision Lots Nos. 13 and 14, and on the South by the Southern boundary line of Subdivisions Lots No. 15,and on the East by the Western boundary line of the Wilkinson Right of Way one-half mile from the Wilkinson Canal, and on the West by the Eastern banks of the Bayou Des Fleurs and Bayou Dupont, all included between the lines GG-GGG, GGG-W, W-Y, and Y-GG, shown on the above referred to map of survey, was acquired by Leon Rojas by purchasing from Hercules Georgnsis, as per act before Sumter D. Marks, Jr., Notary Public, dated April 1, 1927, Registered in C.O.B.64, Folio 340, of the Records of Plaquemines Parish, Louisiana, all of the remaining property hereinabove described was acquired by Leon Rojas by purchase from Robert Verret, as per Act before Jesse Chandler McGee, dated October 20, 1925, Registered in C.O.B. 62, Folio 198, of the Records of Plaquemines Parish, Louisiana.

LESS AND EXCEPT a tract of land containing approximately two hundred fifty-five (255) acres of land sold by Rojas-Adam Corporation of Delaware to Vincent Rojas as per act of sale registered in the offices of the Clerk of Court, Plaquemines Parish, Louisiana, in C.O.B. 118, Folio 186. Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666 Division "B", Civil District Court, Parish of Orleans, registered in COB 171, Folio 539, Parish of Plaquemines, as amended by the Judgment Nunc Pro Tunc of May 27, 1954, and registered in COB 175, Folio 295, Parish Clerk's Office, Parish of Plaquemines.

Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 64 Folio 340 of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered-in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

2.) A CERTAIN TRACT OF LAND, situated in the Southeastern Land District of Louisiana, West of Mississippi River in the Parish of Plaquemines, La., and described as the North West one-quarter (NW1/4) of Section 37 in Township Seventeen (17) South Range Twenty- five (25) East, containing one hundred and twelve and twenty-three hundredths (112.23) acres; the South West one-quarter (SW1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (25) East, containing One Hundred and Thirty-five and Seventy-One hundredths (135.71) acres; the South East one-quarter (SE1/4) of Section 37, Township Seventeen (17) South Range Twenty-five (25)1 East, containing One Hundred and Thirty-one and Forty-six hundredths (131.46) acres; and the North East one-quarter (NE1/4) of Section 37 in Township Seventeen (I7) South Range Twenty-five (.25) East, containing One Hundred and Sixty (160) acres, totaling in all Five Hundred Thirty-nine and forty hundredths (539.40) acres, all as per plan or sketch made by H. E. Landry, C.E. & Surveyor, bearing date of New Orleans, La. Nov. 22nd, 1941, which Is certified correct in conformity with survey of Frank T. Payne, C.E. of date Feb. 27th, 1922; corrected as of date Oct. 31st, 1942, by the said H. E. Landry, C.E. & Surveyor, and traced for showing Subdivisions of Section 37, T. 17 S. R. 25 East, etc., by E. M. Ivey, Registered C.E. on March 11, 1943.

LESS AND EXCEPT all minerals and mineral rights which are reserved to the Board of Commissioners, Lafourche Basin Levee District in accordance with the provisions of the Louisiana Constitution of 1921. Art. IV, Sec. 2, and the laws and jurisprudence affecting the sale of public lands.

Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered In C.O.B. 171, Folio 539, Parish of Plaquemines, as amended by Judgment Nunc Pro Tunc of May 27th, 1954, and registered in C.O.B. 175, Folio 295., Parish Clerk's Office, Parish of Plaquemines, and further amended by Judgment Nunc Pro Tunc in the aforesaid proceedings, dated October 29, 1969, Registered in C.O.B. 342, Folio 181, Clerk's Office, Parish of Plaquemines. Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB, folio of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in COB 709, Folio 914, Parish of Jefferson and registered n COB 345, Folio 202, Parish of Plaquemines.

JEFFERSON AND/OR PLAQUEMINES PARISHES

1.) ALL THAT CERTAIN TRACT OR PORTION OF LAND, situated in either or both Parishes of Plaquemines and Jefferson, and in the State of Louisiana, designated as all of that portion of Section 37, lying South of the South line of Section 24 and West of Bayou Dupont, in T. 17 S. R. 24E, containing 22.35 acres, more or less; and,

ALSO that portion of Section 47, lying North of Round Lake in T 17 S. R. 25 East, containing 105.96 acres, more or less, all located In the Southeastern Land District of Louisiana, West of the Mississippi River; all as is more fully shown by a sketch and or plan designated "Sketch showing the survey of part of Section 37, T. 17 S. R. 24 East, and part of Section 47, T. 17 S. R. 25 East, certified correct in conformity with survey of Frank R. Payne, C.E., of date, February 27, 1922, New Orleans, LA. November 22nd, 1941, signed by H. E. Landry, C.E., Note: corrected as of date October 31st, 1942, signed H. E. Landry, C.E., traced for

showing Subdivision of Section 37, T. 17 S., R. 25 East. Portion of East Section 47, protracted and computed, dated March 11, 1943, signed E. M. Ivy, Reg. C.E.

Being the same property acquired by the Decedent in the Succession of Leon Rojas, Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered in COB 175, Polio 297, Parish of Plaquemines, La., and in COB 357, Folio 682, Parish of Jefferson.

Also being the same property acquired by the Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 358, folio 585 of the Jefferson Parish Conveyance Records and in COB ____, FOLIO____, of the Plaquemines Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard registered in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

13.

Made defendants are the following parties:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E&P Inc., Texaco Inc.,** and **The Texas Company;**

b. **STONE ENERGY CORPORATION** is a foreign corporation having its principal place of business in Louisiana;

c. **HILCORP ENERGY COMPANY** is a foreign corporation having its principal place of business in Texas;

d. **CHEVRON U.S.A. INC.** is a foreign corporation having its principal place of business in California. Chevron U.S.A. Inc. is named as successor in interest to **The California Company;**

e. **THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C.** is a foreign corporation having its principal place of business in Texas. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company;**

f. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield;**

g. **EXXON MOBIL CORPORATION** is a foreign corporation having its principal place of business in Texas. Exxon Mobil Corporation is named as successor in interest to **Exxon Corporation** and **Humble Oil & Refining Co.;**

h. **SHELL OIL COMPANY** is a foreign corporation having its principal place of business in Texas;

i. **BP AMERICA PRODUCTION COMPANY** is a foreign corporation having its principal place of business in Texas.. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Production Company;**

j. **BEPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BEPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass,** and **Perry R. Bass, Inc.;** and

k. **BOPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BOPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass,** and **Perry R. Bass, Inc.**

VENUE

14.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained primarily, in Jefferson Parish.

15.

JEFFERSON PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUIT *THE PARISH OF JEFFERSON V. CHEVRON U.S.A. HOLDINGS INC., ET AL.*, DOCKET 732-769, DIVISION P (24TH JDC) (FILED NOV. 11, 2013)

The Parish of Jefferson has found the following violations by the Defendants herein as alleged by the Parish in the lawsuit *The Parish of Jefferson v. Chevron U.S.A. Holdings Inc., et al.*, Docket 732-769, Division P (24th JDC) (Filed Nov. 11, 2013). Plaintiffs' Property is located within and adjacent to the "Operational Area" defined in the above referenced Parish lawsuit and as depicted in the Parish lawsuit (their Exhibit B) attached hereto as **Exhibit A.** The subparts

below, "a" through "v", include the findings of the Parish, as alleged the Parish's Petition for Damages to the Jefferson Parish Costal Zone ("Parish Petition") as follows:

a.

> In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Lafitte and Three Bayou Bay Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish.
>
> ...
>
> In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. [Parish Petition ¶ 3].

b.

> The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1). [Parish Petition ¶ 4].

c.

> Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5)...The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone...." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4). [Parish Petition ¶ 5].

d.

> The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws. [Parish Petition ¶ 6].

e.

> The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." ... The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." [Parish Petition ¶ 7].

f.

> Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.* [Parish Petition ¶ 14].

g.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M. [Parish Petition ¶ 16].

h.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43.I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of the Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws. [Parish Petition ¶ 17].

i.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable. [Parish Petition ¶ 18].

j.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. ... The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed [.][Parish Petition ¶ 19].

k.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). [Parish Petition ¶ 20].

l.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D. [Parish Petition ¶ 21].

m.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal

Zone, for which Defendants are liable under the CZM Laws. [Parish Petition ¶ 22].

n.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein. [Parish Petition ¶ 23].

o.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.1. Defendants are thus liable for

their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36. [Parish Petition ¶ 24].

p.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M. [Parish Petition ¶ 25].

q.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

"It is the policy of the coastal resources program to avoid the following adverse impacts . . . :

(4) alterations in the natural concentration of oxygen in coastal waters;
(5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

***

(8) detrimental changes in existing salinity regimes;
(9) detrimental changes in littoral and sediment transport processes;

***

(13) discharges of pathogens or toxic substances into coastal waters;

***

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

***

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;
(19) land loss, erosion, and subsidence;
(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;
(21) reduction in the long term biological productivity of the coastal ecosystem.

[Parish Petition ¶ 26].

r.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs." [Parish Petition ¶ 27].

s.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities. [Parish Petition ¶ 28].

t.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission. [Parish Petition ¶ 29].

u.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations. [Parish Petition ¶ 30].

v.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area. [Parish Petition ¶ 31].

PLAINTIFFS' ALLEGATIONS

16.

Based upon the foregoing findings by the Parish of Jefferson, particularly Defendants' activities in the Lafitte and Three Bayou Bay Oil and Gas Fields, the Plaintiffs herein allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property. This land loss is caused when the activities described above present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands. For the purposes of the Plaintiffs herein, the "Operational Area" comprises the area in and around Lafitte and Three Bayou Bay Oil and Gas Fields. A list of Defendants' relevant wells is attached as **Exhibit B**. A list of Defendants' relevant Coastal Use Permits is attached as **Exhibit C**. Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit. Further, to the extent some of Defendants acts and omissions were allowed by permit, this does not absolve the Defendants of liability to the Plaintiffs. The Defendants' well operations (and related operations, such as dredging, waste disposal, and transportation of product and waste) and Coastal Use Permit activities (and activities beyond the scope of those permits) could have been conducted in a way that did not destroy the Plaintiffs' Property because there were reasonably prudent alternatives that would have prevented the damage done to Plaintiffs' Property.

17.

Defendants' acts and omissions include the acts and omissions as listed above in the Parish Petition, and also include: (1) failure to follow the standard of care under the regulatory structure, (2) failure to follow express and implied obligations under the permits, (3) failure to use reasonably prudent operational techniques, (4) failure to prevent unreasonable alterations to the surrounding land and marsh, (5) failure to use reasonably prudent waste disposal techniques, and (6) failure to use reasonably feasible alternative methods. For example, Defendants failed to

backfill the canals upon the drilling of the wells, failed to use injection wells, failed to use overmarsh vehicles, failed to use proper spoil bank mitigation and maintenance, and failed to manage canals prudently.

18.

Plaintiffs did not have actual or constructive knowledge of the damages caused by defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

19.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

20.

Defendants knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Defendants had a duty to protect the Plaintiffs and Plaintiffs' Property from these effects. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

21.

Each of the Defendants' past and continuing acts and omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around the Operational Area, in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' respective activities at issue in this action.

22.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts and/or omissions. The Plaintiffs are entitled to injunctive relief in the form of

abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

23.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 2: STRICT LIABILITY

24.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

25.

Defendants are strictly liable for their operations that occurred prior to April 16, 1996. Defendants have, or have had, ownership, care, custody, and garde of the canals, and other oil and gas facilities in the Operational Area and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

26.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior coastal lands with increasing volume and velocity, and have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, including the Plaintiffs' Property.

27.

Defendants had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Defendants had, and have, a legal relationship to the property, comprising rights and duties.

28.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' Property.

29.

Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he can not make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Defendants are liable to Plaintiffs because Defendants' acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' Property, and such work has caused damage to Plaintiffs' Property.

30.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Defendants are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." The Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived the Plaintiffs of enjoyment of their land and caused damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

31.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Defendants are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' Property as caused by Defendants' network and physical elements of oil and gas

exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

32.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 3: PUBLIC NUISANCE

33.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

34.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, constituting an unreasonable interference with the health, safety, property, peace, and/or comfort of southeast Louisiana communities as those acts and/or omissions have, and continue to, expose those communities to increased storm surge risk.

35.

Defendants failed to use reasonably prudent operational techniques, failed to prevent unreasonable alterations to the surrounding land and marsh, failed to use reasonably prudent waste disposal techniques, and failed to use reasonably feasible alternative methods to fulfill their purpose without damaging neighboring lands. Defendants' acts and omissions created a hazardous condition affecting the Plaintiffs. Defendants could reasonably foresee that damage would ensue on neighboring properties as a result of their acts and omissions and their decisions not to mitigate the effects of their operations. The harm, inconvenience, and damage materially

interfere with the Plaintiffs' rights to enjoy their property. The damage caused by Defendants is an unreasonable intrusion into the lives of the neighboring Plaintiffs.

36.

That unreasonable interference has been and continues to be a proximate cause of particularized damage to Plaintiffs' Property in the form of the value of land directly lost and the value of economic and life activities attendant to that lost land. This damage is different in kind than that sustained by the public at large.

37.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

38.

That unreasonable interference is continuing to produce adverse effects.

39.

That unreasonable interference is known or knowable by Defendants.

40.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

41.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 4: PRIVATE NUISANCE

42.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

43.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around the Operational Area, all in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

44.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq.*

45.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care.

46.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

47.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 5: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

48.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

49.

The express and implied obligations and duties contained in the coastal use permits ("CUPs") identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property, and that Defendants take affirmative protective actions and prohibit other actions with detrimental effects in and around the Operational Area.

50.

Provisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs. Accordingly, those provisions afford Plaintiffs third-party beneficiary status.

51.

Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action.

52.

Accordingly, Defendants are in continuing breach of those obligations and duties such that Defendants are bound to redress the damages caused by their breach and sustained by the Plaintiffs. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration

activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

53.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

CUMULATIVE IMPACTS AND REMEDY

54.

The Defendants' operations have caused cumulative and collective impacts to the Plaintiffs' Property. These cumulative and collective impacts resulted in common injury to Plaintiffs' Property, including the altered hydrology, saltwater intrusion, loss of vegetation and resulting land loss. As previously stated, Plaintiffs' Property lies within and adjacent to the Operational Area defined by the Parish lawsuit. The Defendants' network of oil and gas exploration production and transportation facilities, equipment, wells, and other related structures, and canals and spoil banks helped introduce and continue to introduce corrosive saltwater and other substances to this particular geographic area. Thus, there is a community of interest among the Defendants. The Defendants' damages to the Plaintiffs' Property are commingled and indistinguishable from one another. The required remedies for the damages are the result of all of the Defendants' actions and omissions. The combined effects of these operations have caused cumulative impacts to the Operational Area and Plaintiffs' Property.

55.

The only feasible and practical outcome here is restoration to the area as a whole. Defendants' damages to Plaintiffs' Property involve the same factual and legal issues in terms of the historical oil and gas operations in the area and their cumulative detriments.

56.

All of the Defendants named herein are jointly and solidarily liable for the damage to the Plaintiffs' Property.

57.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Defendants finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
Fishman, Haygood, Phelps, Walmsley Willis & Swanson, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

PLEASE HOLD SERVICE

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

FILE FOR RECORD
2015 FEB -6 PM 3:53
S/ JADE L. SANDRAS
DEPUTY CLERK
PARISH OF JEFFERSON, LA

Lafitte

EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial

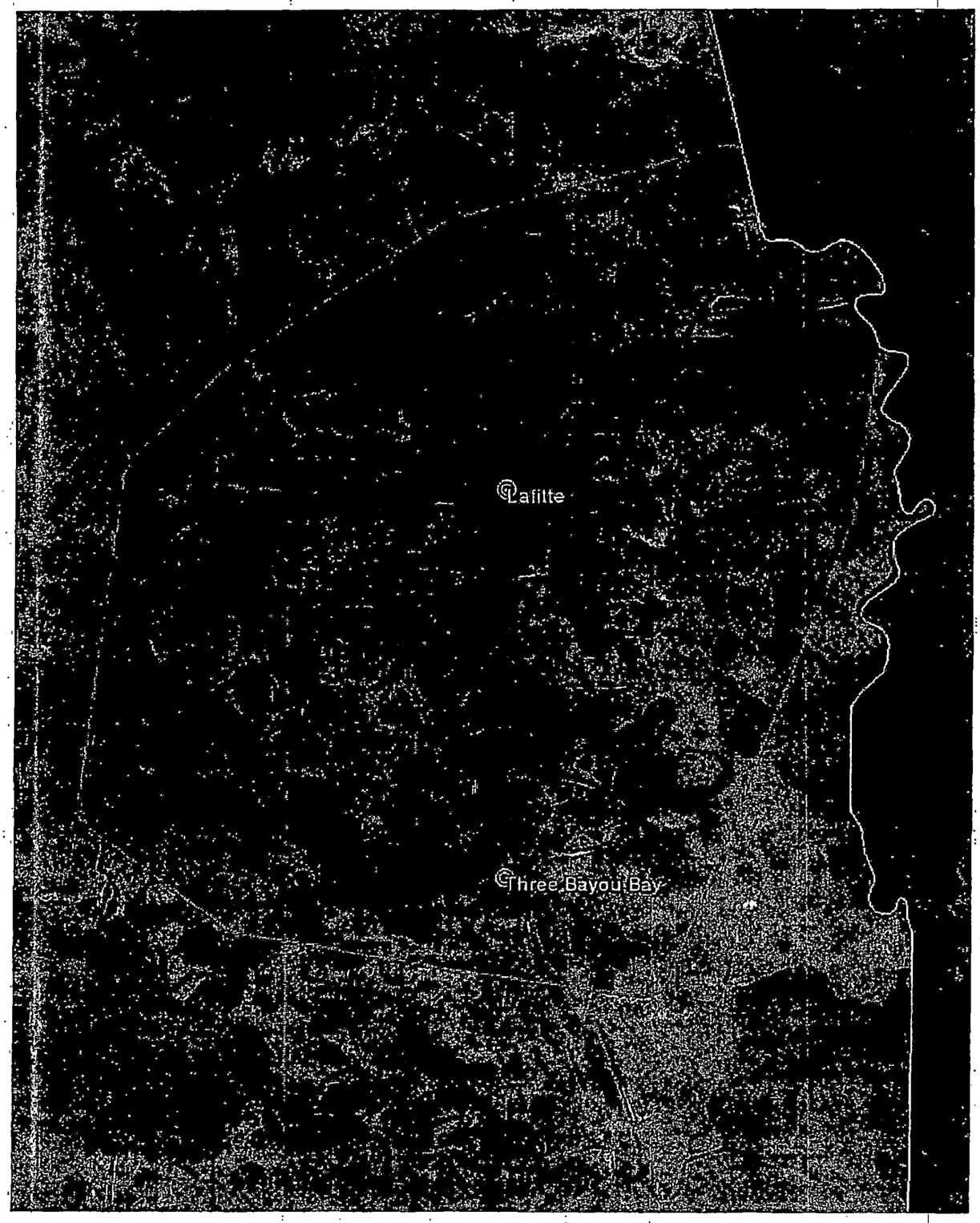


EXHIBIT
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A

List of Relevant Oil and Gas Wells Operated by Defendants and their Predecessors (by LDNR Well Serial Number)

AMOCO PRODUCTION COMPANY

35058		

ARCO O & G CO-DIV ATL RICH CO

88020	89789	

EXXON CORPORATION

63215	63955	64706

HILCORP ENERGY COMPANY

18236	114669	182919
18694	115167	183345
18696	115459	187684
19331	116696	190786
20588	118615	192634
21843	118914	206536
22746	119286	206537
23598	119524	207444
23654	119528	207546
23711	122333	207648
26130	122880	207886
31801	125085	209699
38662	132776	209715
45381	132926	213082
46361	133174	215062
46479	133573	216349
67422	135682	216402
68730	136171	216403
69538	136437	217666
69765	136916	217683
71408	137498	217810
73902	137970	218456
74271	138919	223308
74490	138968	223851
75104	139249	223974
75980	142216	224027
77938	145983	224582
79211	147803	225125
79212	149137	225459
79467	151358	225678
83348	152558	225793
85824	154133	227322
87685	154554	227730

FILED FOR RECORD
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S/ JADE L. SANDRAS
DEPUTY CLERK
CLERK OF COURT
TERREBONNE, LA.

EXHIBIT
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88425	154820	227904
91284	155949	229850
91285	164023	230747
91876	173333	231058
94308	174197	232937
95099	177195	233213
102627	177295	234130
110675	177297	246001
114222	180872	246220
114224	180873	246405

HUMBLE OIL AND REFINING CO.

55691	62734	66354
57685	65478	97105

LA. LAND & EXPL. CO.

216478	223974	227322
223308	224582	227493
223379	225125	227581

PAN AMERICAN PRODUCTION CO.

35058		

PERRY R. BASS

66028		

RICHARDSON & BASS (LA ACCT) ETAL

62293	66769	68371

SHELL OIL COMPANY

24279	54819	73826
54087	72738	77659

STONE ENERGY CORPORATION

18236	99728	145983
18694	102355	147803
18696	102627	149137

19331	110675	150027
20304	113718	151358
20588	113866	152558
21843	114222	154133
22746	114224	154554
22949	114540	154820
23598	114669	155949
23654	114699	164023
23711	115167	172089
25349	115458	173333
26130	115459	174197
26131	115786	177195
26862	116047	177295
26863	116696	177297
31801	117158	177342
38662	118291	180872
39394	118615	180873
45381	118914	182919
46361	119286	183345
46479	119343	187684
48919	119524	190786
67422	119528	192634
68730	120252	206536
69396	120389	206537
69538	121818	207444
69765	121853	207546
71408	122333	207648
73044	122880	207886
73886	123671	209699
73902	125085	209714
74271	129112	209715
74490	131783	213082
75104	132267	215062
75980	132776	216349
77938	132926	216402
78322	133174	216403
79211	133573	217600
79212	134384	217666
79467	135682	217683
83116	135827	217810
83348	135899	218456
85824	136171	223851
86006	136437	224027
87685	136477	224099
88055	136916	225459
88425	137498	225678
88708	137970	225793
89182	138919	226227
90011	138968	227730
91284	139249	227781
91285	139651	227904
91751	139929	229831
91832	140884	229850
91876	141386	230747
94307	141949	231058
94308	142216	232937
95099	142264	233213
96722	142971	233397

98740	143579	234130

TEXACO E & P INC.

18236	91751	134264
18694	91832	134384
18696	91874	134589
19331	91876	135682
19799	92626	135827
19812	94288	135899
20304	94307	136171
20588	94308	136437
20775	94352	136477
21431	94796	136478
21843	94851	136916
22609	95099	137498
22629	96722	137550
22746	96937	137970
22949	97632	137981
23597	97966	138919
23598	98005	138968
23654	98740	139220
23655	98941	139249
23711	99728	139651
24015	100285	139929
24288	102355	140884
24394	102627	141061
25171	110675	141386
25349	113131	141949
26130	113594	142216
26131	113718	142264
26862	113751	142971
26863	113866	143377
31801	114222	143579
38662	114224	145983
39394	114540	147803
39524	114669	149137
44975	114699	150027
45381	115167	150439
46361	115458	151358
46479	115459	152558
48919	115786	153152
50487	116047	154133
54269	116447	154554
63454	116696	154820
67422	116829	155949
68730	117157	164023
69396	117158	172089
69538	118244	173333
69765	118291	173734
71408	118615	174197
72214	118914	177195
73044	119286	177295
73886	119343	177297
73902	119524	177342
74271	119528	180872

74490	120252	180873
75011	120389	182919
75104	120684	183345
75643	121818	187684
75980	121853	190658
77219	122084	190786
77938	122333	192634
78042	122460	206536
78322	122880	206537
78771	123247	206603
79211	123426	207444
79212	123671	207445
79467	124428	207546
79604	125085	207648
79851	125360	207886
82444	128106	209699
83116	128530	209714
83348	128598	209715
85824	129051	213082
86006	129112	215062
87685	131013	216349
87882	131188	216402
88055	131201	216403
88425	131783	217600
88708	132036	217666
89182	132267	217683
89967	132568	217744
90011	132776	217745
91284	132926	217810
91285	133174	218456
91419	133573	218945

TEXACO, INC.

17435	89788	126060
17912	89848	126061
17913	89867	126269
18141	89900	126474
18236	89967	126715
18237	89968	126765
18694	90002	127970
18696	90011	128106
18862	90040	128247
18893	90041	128355
19330	90173	128530
19331	90406	128598
19380	90853	128626
19592	91002	128722
19799	91284	129051
19812	91285	129112
20304	91419	129604
20588	91584	129668
20723	91647	129770
20775	91751	129952
20832	91832	130803
20898	91833	131013

20933	91874	131188
20987	91875	131201
21032	91876	131663
21351	91923	131720
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21589	92344	131897
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21843	92626	132036
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22259	92992	132292
22609	93430	132568
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22746	93698	132926
22949	93869	133129
22955	93891	133174
23010	94017	133187
23288	94085	133573
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23598	94111	134081
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23654	94142	134384
23655	94143	134501
23711	94288	134589
24015	94307	134626
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24064	94352	135302
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24394	94609	135671
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25171	94796	135899
25348	94797	135995
25349	94831	136115
25435	94851	136171
25665	95034	136437
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26131	95181	136478
26626	95701	136824
26862	96061	136858
26863	96115	136871
27197	96116	136916
27242	96117	137035
27441	96270	137113
27708	96337	137114
28039	96722	137319
30383	96936	137468
31612	96937	137498
31801	97101	137550
32243	97198	137969
34028	97281	137970
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37407	97496	138919
38436	97615	138951
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38662	97966	138984
38905	98004	139220

39281	98005	139221
39341	98063	139227
39394	98157	139247
39524	98416	139248
40389	98524	139249
41280	98740	139411
42362	98940	139534
42552	98941	139535
43711	98942	139536
44975	98943	139588
45108	99249	139625
45381	99474	139651
45510	99715	139752
45611	99716	139849
46259	99728	139929
46361	99860	140192
46479	99861	140212
46583	99862	140288
46648	99941	140399
47193	100136	140789
47359	100185	140794
47462	100189	140855
47549	100285	140884
47753	100309	140885
48919	102355	140991
49163	102356	140992
49409	102397	140993
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52162	102628	141062
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54105	103093	141302
54269	110201	141385
55363	110440	141386
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57417	110675	141685
57457	110863	141949
60730	111102	141982
60850	111147	141983
60987	111197	142192
62670	111494	142216
63454	112568	142217
63796	112569	142264
64288	113084	142295
66435	113130	142296
67005	113131	142398
67422	113519	142693
67745	113593	142765
68730	113594	142766
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69396	113718	142991
69538	113751	143301
69765	113866	143377
70643	114011	143498
71408	114222	143579
71461	114223	143867
72214	114224	144064

73044	114225	144431
73480	114347	144539
73886	114348	144722
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75607	116084	146305
75643	116131	146411
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77938	116829	149252
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79467	117879	153153
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79603	118221	153651
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82241	118615	154820
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83237	119343	159701
83324	119524	160553
83348	119528	164023
83510	120171	172089
83595	120252	172090
83883	120342	173333
84329	120389	173734
84520	120409	174197
84901	120537	176393
85070	120650	177195
85598	120684	177295
85824	120750	177296
85987	120952	177297
86006	121076	177342
86197	121207	180872
86209	121487	180873
86249	121818	180874
86359	121852	182919
86539	121853	183345

86632	121854	183486
86679	122084	185467
86723	122269	187684
86724	122333	188613
86755	122460	188727
86756	122649	190658
87135	122879	190786
87303	122880	192634
87397	123247	203104
87685	123254	206536
87882	123426	206537
88054	123470	206603
88055	123671	207444
88145	123696	207445
88295	123761	207546
88420	124173	207648
88421	124428	207886
88422	124511	209699
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88710	125085	214650
88857	125099	214806
88890	125100	215062
89182	125360	216349
89579	125506	216402
89588	125553	216403
89590	125732	

THE CALIFORNIA COMPANY

36258	101472	106771
39734	101577	106928
46105	101681	106947
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100375	102043	107218
100429	103722	107304
100444	103768	107550
100489	103806	107663
100490	104378	108006
100539	104961	108144
100818	105611	108464
100819	106222	108801
100821	106234	108876
100880	106476	109248
101006	106708	109285
101148	106709	109303
101216	106710	109578
101303	106711	109679
101396	106770	109793

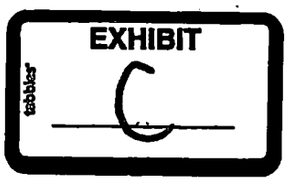
THE TEXAS COMPANY

50708	58211	64994
50709	60677	65120
52001	61858	69098
55565	62192	69609
57099	64333	70479
57457	64477	71777

Coastal Use Permits

	CUP No.	PERMITTEE
1	P19800068	TEXACO EXPLORATION & PRODUCTION, INC.
2	P19800082	TEXACO EXPLORATION & PRODUCTION, INC.
3	P19800138	TEXACO EXPLORATION & PRODUCTION, INC.
4	P19800209	TEXACO EXPLORATION & PRODUCTION, INC
5	P19800245	TEXACO EXPLORATION & PRODUCTION, INC.
6	P19800260	TEXACO EXPLORATION & PRODUCTION, INC.
7	P19800353	TEXACO EXPLORATION & PRODUCTION, INC.
8	P19810053	TEXACO EXPLORATION & PRODUCTION, INC.
9	P19810177	TEXACO EXPLORATION & PRODUCTION, INC.
10	P19810188	TEXACO EXPLORATION & PRODUCTION, INC.
11	P19810217	TEXACO EXPLORATION & PRODUCTION, INC.
12	P19810308	TEXACO EXPLORATION & PRODUCTION, INC.
13	P19820012	TEXACO EXPLORATION & PRODUCTION, INC.
14	P19820260	TEXACO EXPLORATION & PRODUCTION, INC.
15	P19820261	TEXACO EXPLORATION & PRODUCTION, INC.
16	P19820263	TEXACO EXPLORATION & PRODUCTION, INC.
17	P19821023	TEXACO EXPLORATION & PRODUCTION, INC.
18	P19821221	TEXACO EXPLORATION & PRODUCTION, INC.
19	P19821223	TEXACO EXPLORATION & PRODUCTION, INC.
20	P19821307	TEXACO EXPLORATION & PRODUCTION, INC.
21	P19830206	TEXACO EXPLORATION & PRODUCTION, INC.
22	P19831028	TEXACO EXPLORATION & PRODUCTION, INC.
23	P19831045	TEXACO EXPLORATION & PRODUCTION, INC.
24	P19831081	TEXACO EXPLORATION & PRODUCTION, INC.
25	P19831218	TEXACO EXPLORATION & PRODUCTION, INC.
26	P19840696	TEXACO EXPLORATION & PRODUCTION, INC.
27	P19850543	TEXACO EXPLORATION & PRODUCTION, INC.
28	P19850944	TEXACO EXPLORATION & PRODUCTION, INC.

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PARISH OF JEFFERSON, LA



	CUP No.	PERMITTEE
29	P19851094	TEXACO EXPLORATION & PRODUCTION, INC.
30	P19851199	TEXACO EXPLORATION & PRODUCTION, INC.
31	P19851298	TEXACO EXPLORATION & PRODUCTION, INC.
32	P19851311	TEXACO EXPLORATION & PRODUCTION, INC.
33	P19851338	TEXACO EXPLORATION & PRODUCTION, INC.
34	P19851348	TEXACO EXPLORATION & PRODUCTION, INC.
35	P19851392	TEXACO EXPLORATION & PRODUCTION, INC.
36	P19860038	TEXACO EXPLORATION & PRODUCTION, INC.
37	P19860040	TEXACO EXPLORATION & PRODUCTION, INC.
38	P19860188	TEXACO EXPLORATION & PRODUCTION, INC.
39	P19860195	TEXACO EXPLORATION & PRODUCTION, INC.
40	P19860266	TEXACO EXPLORATION & PRODUCTION, INC.
41	P19860298	TEXACO EXPLORATION & PRODUCTION, INC.
42	P19860831	TEXACO EXPLORATION & PRODUCTION, INC.
43	P19860844	TEXACO EXPLORATION & PRODUCTION, INC.
44	P19860845	TEXACO EXPLORATION & PRODUCTION, INC.
45	P19870230	TEXACO EXPLORATION & PRODUCTION, INC.
46	P19870237	TEXACO EXPLORATION & PRODUCTION, INC.
47	P19870419	TEXACO EXPLORATION & PRODUCTION, INC.
48	P19870467	TEXACO EXPLORATION & PRODUCTION, INC.
49	P19870726	TEXACO EXPLORATION & PRODUCTION, INC.
50	P19870857	TEXACO EXPLORATION & PRODUCTION, INC.
51	P19870963	TEXACO EXPLORATION & PRODUCTION, INC.
52	P19871001	TEXACO EXPLORATION & PRODUCTION, INC.
53	P19871042	TEXACO EXPLORATION & PRODUCTION, INC.
54	P19871043	TEXACO EXPLORATION & PRODUCTION, INC.
55	P19871047	TEXACO EXPLORATION & PRODUCTION, INC.
56	P19871051	TEXACO EXPLORATION & PRODUCTION, INC.

	CUP No.	PERMITTEE
57	P19871086	TEXACO EXPLORATION & PRODUCTION, INC.
58	P19871087	TEXACO EXPLORATION & PRODUCTION, INC.
59	P19871088	TEXACO EXPLORATION & PRODUCTION, INC.
60	P19871209	TEXACO EXPLORATION & PRODUCTION, INC.
61	P19871218	TEXACO EXPLORATION & PRODUCTION, INC.
62	P19871219	TEXACO EXPLORATION & PRODUCTION, INC.
63	P19871252	TEXACO EXPLORATION & PRODUCTION, INC.
64	P19871255	TEXACO EXPLORATION & PRODUCTION, INC.
65	P19880034	TEXACO EXPLORATION & PRODUCTION, INC.
66	P19880035	TEXACO EXPLORATION & PRODUCTION, INC
67	P19880083	TEXACO EXPLORATION & PRODUCTION, INC.
68	P19880151	TEXACO EXPLORATION & PRODUCTION, INC.
69	P19880152	TEXACO EXPLORATION & PRODUCTION, INC.
70	P19880153	TEXACO EXPLORATION & PRODUCTION, INC.
71	P19880154	TEXACO EXPLORATION & PRODUCTION, INC.
72	P19880286	TEXACO EXPLORATION & PRODUCTION, INC.
73	P19880291	TEXACO EXPLORATION & PRODUCTION, INC.
74	P19880423	TEXACO EXPLORATION & PRODUCTION, INC.
75	P19880610	TEXACO EXPLORATION & PRODUCTION, INC.
76	P19880611	TEXACO EXPLORATION & PRODUCTION, INC.
77	P19881102	TEXACO EXPLORATION & PRODUCTION, INC.
78	P19890100	TEXACO EXPLORATION & PRODUCTION, INC.
79	P19890815	TEXACO EXPLORATION & PRODUCTION, INC.
80	P19900324	TEXACO EXPLORATION & PRODUCTION, INC.
81	P19900872	TEXACO EXPLORATION & PRODUCTION, INC.
82	P19900885	TEXACO EXPLORATION & PRODUCTION, INC.
83	P19900928	TEXACO EXPLORATION & PRODUCTION, INC.
84	P19901082	TEXACO EXPLORATION & PRODUCTION, INC.

	CUP No.	PERMITTEE
85	P19910099	TEXACO EXPLORATION & PRODUCTION, INC.
86	P19910856	TEXACO EXPLORATION & PRODUCTION, INC.
87	P19910968	TEXACO EXPLORATION & PRODUCTION, INC.
88	P19911113	TEXACO EXPLORATION & PRODUCTION, INC.
89	P19911144	TEXACO EXPLORATION & PRODUCTION, INC.
90	P19920263	TEXACO EXPLORATION & PRODUCTION, INC.
91	P19920427	TEXACO EXPLORATION & PRODUCTION, INC.
92	P19920798	TEXACO EXPLORATION & PRODUCTION, INC.
93	P19920973	TEXACO EXPLORATION & PRODUCTION, INC.
94	P19921187	TEXACO EXPLORATION & PRODUCTION, INC.
95	P19921245	TEXACO EXPLORATION & PRODUCTION, INC.
96	P19921308	TEXACO EXPLORATION & PRODUCTION, INC.
97	P19930625	TEXACO EXPLORATION & PRODUCTION, INC.
98	P19930774	LA LAND & EXPLORATIO
99	P19930814	TEXACO EXPLORATION & PRODUCTION, INC.
100	P19930976	TEXACO EXPLORATION & PRODUCTION, INC.
101	P19930979	TEXACO EXPLORATION & PRODUCTION, INC.
102	P19931129	TEXACO EXPLORATION & PRODUCTION, INC.
103	P19940001	TEXACO EXPLORATION & PRODUCTION, INC.
104	P19940148	TEXACO EXPLORATION & PRODUCTION, INC.
105	P19940162	TEXACO EXPLORATION & PRODUCTION, INC.
106	P19940163	TEXACO EXPLORATION & PRODUCTION, INC.
107	P19940164	TEXACO EXPLORATION & PRODUCTION, INC.
108	P19940165	TEXACO EXPLORATION & PRODUCTION, INC.
109	P19940280	TEXACO EXPLORATION & PRODUCTION, INC.
110	P19940363	TEXACO EXPLORATION & PRODUCTION, INC.
111	P19940371	TEXACO EXPLORATION & PRODUCTION, INC.
112	P19940422	TEXACO EXPLORATION & PRODUCTION, INC.

	CUP No.	PERMITTEE
113	P19940478	TEXACO EXPLORATION & PRODUCTION, INC.
114	P19940480	TEXACO EXPLORATION & PRODUCTION, INC.
115	P19941058	TEXACO EXPLORATION & PRODUCTION, INC.
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121	P19950212	TEXACO EXPLORATION & PRODUCTION, INC.
122	P19950301	TEXACO EXPLORATION & PRODUCTION, INC.
123	P19950365	TEXACO EXPLORATION & PRODUCTION, INC.
124	P19950544	TEXACO EXPLORATION & PRODUCTION, INC.
125	P19950637	TEXACO EXPLORATION & PRODUCTION, INC.
126	P19950759	TEXACO EXPLORATION & PRODUCTION, INC.
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128	P19951046	TEXACO EXPLORATION & PRODUCTION, INC.
129	P19951158	TEXACO EXPLORATION & PRODUCTION, INC.
130	P19951167	TEXACO EXPLORATION & PRODUCTION, INC.
131	P19951277	TEXACO EXPLORATION & PRODUCTION, INC.
132	P19960069	TEXACO EXPLORATION & PRODUCTION, INC.
133	P19960099	TEXACO EXPLORATION & PRODUCTION, INC.
134	P19960484	TEXACO EXPLORATION & PRODUCTION, INC.
135	P19960485	TEXACO EXPLORATION & PRODUCTION, INC.
136	P19960552	TEXACO EXPLORATION & PRODUCTION, INC.
137	P19960574	TEXACO EXPLORATION & PRODUCTION, INC.
138	P19961013	TEXACO EXPLORATION & PRODUCTION, INC.
139	P19961796	TEXACO EXPLORATION & PRODUCTION, INC.
140	P19970192	TEXACO EXPLORATION & PRODUCTION, INC.

	CUP No.	PERMITTEE
141	P19970193	TEXACO EXPLORATION & PRODUCTION, INC.
142	P19971611	TEXACO EXPLORATION & PRODUCTION, INC.
143	P19971612	TEXACO EXPLORATION & PRODUCTION, INC.
144	P19971955	TEXACO EXPLORATION & PRODUCTION, INC.
145	P19980154	TEXACO EXPLORATION & PRODUCTION, INC.
146	P19980523	TEXACO EXPLORATION & PRODUCTION, INC.
147	P19980770	TEXACO EXPLORATION & PRODUCTION, INC.
148	P19981568	TEXACO EXPLORATION & PRODUCTION, INC.
149	P19981625	TEXACO EXPLORATION & PRODUCTION, INC.
150	P19981668	TEXACO EXPLORATION & PRODUCTION, INC.
151	P19990462	LA LAND & EXPL CO
152	P19990986	LA LAND & EXPL CO
153	P19991388	STONE ENERGY CORP
154	P19991468	LA LAND & EXPL CO
155	P20000117	STONE ENERGY CORP
156	P20000194	STONE ENERGY CORP
157	P20000222	STONE ENERGY CORP
158	P20000250	STONE ENERGY CORP
159	P20000272	STONE ENERGY CORP
160	P20000273	STONE ENERGY CORP
161	P20000281	STONE ENERGY CORP
162	P20000284	STONE ENERGY CORP
163	P20000293	STONE ENERGY CORP
164	P20000334	STONE ENERGY CORP
165	P20000394	STONE ENERGY CORP
166	P20000511	STONE ENERGY CORP
167	P20000681	STONE ENERGY CORP
168	P20000741	LA LAND & EXPL CO

	CUP No.	PERMITTEE
169	P20000984	LA LAND & EXPL CO
170	P20010038	STONE ENERGY CORP
171	P20010327	STONE ENERGY CORP
172	P20010369	STONE ENERGY CORP
173	P20010465	STONE ENERGY CORP
174	P20010466	STONE ENERGY CORP
175	P20010467	STONE ENERGY CORP
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184	P20011063	STONE ENERGY CORP
185	P20011070	STONE ENERGY CORP
186	P20011071	STONE ENERGY CORP
187	P20011072	STONE ENERGY CORP
188	P20011073	STONE ENERGY CORP
189	P20011074	STONE ENERGY CORP
190	P20011111	STONE ENERGY CORP
191	P20011126	STONE ENERGY CORP
192	P20011279	STONE ENERGY CORP
193	P20011646	STONE ENERGY CORP
194	P20011648	STONE ENERGY CORP
195	P20011906	STONE ENERGY CORP
196	P20011938	STONE ENERGY CORP

	CUP No.	PERMITTEE
197	P20020551	CHEVRON TEXACO
198	P20020575	STONE ENERGY CORP
199	P20020654	STONE ENERGY CORP
200	P20020715	STONE ENERGY CORP
201	P20020749	STONE ENERGY CORP
202	P20020773	STONE ENERGY CORP
203	P20020782	STONE ENERGY CORP
204	P20020794	STONE ENERGY CORP
205	P20020795	STONE ENERGY CORP
206	P20020843	LA LAND & EXPL CO
207	P20020966	LA LAND & EXPL CO
208	P20021638	STONE ENERGY CORP
209	P20030172	STONE ENERGY CORP
210	P20030173	STONE ENERGY CORP
211	P20030206	STONE ENERGY CORP
212	P20030242	STONE ENERGY CORP
213	P20030530	STONE ENERGY CORP
214	P20030621	STONE ENERGY CORP
215	P20030635	STONE ENERGY CORP
216	P20030946	STONE ENERGY CORP
217	P20031295	STONE ENERGY CORP
218	P20031329	STONE ENERGY CORP
219	P20040958	STONE ENERGY CORP
220	P20040963	STONE ENERGY CORP
221	P20041520	STONE ENERGY CORP
222	P20041550	STONE ENERGY CORP
223	P20041737	STONE ENERGY CORP
224	P20041739	STONE ENERGY CORP

	CUP No.	PERMITTEE
225	P20041814	STONE ENERGY CORP
226	P20041824	STONE ENERGY CORP
227	P20041827	STONE ENERGY CORP
228	P20050185	STONE ENERGY CORP
229	P20050218	STONE ENERGY CORP
230	P20050281	STONE ENERGY CORP
231	P20060087	STONE ENERGY CORP
232	P20060116	STONE ENERGY CORP
233	P20060153	STONE ENERGY CORP
234	P20060451	STONE ENERGY CORP
235	P20060582	STONE ENERGY CORP
236	P20060725	STONE ENERGY CORP
237	P20061217	STONE ENERGY CORPORATION
238	P20061683	STONE ENERGY CORPORATION
239	P20070104	STONE ENERGY CORPORATION
240	P20070693	HILCORP ENERGY COMPANY
241	P20080356	STONE ENERGY CORPORATION
242	P20081222	STONE ENERGY CORPORATION
243	P20081387	STONE ENERGY CORPORATION
244	P20081456	STONE ENERGY CORPORATION
245	P20090081	HILCORP ENERGY COMPANY
246	P20090230	HILCORP ENERGY COMPANY
247	P20090786	HILCORP ENERGY COMPANY
248	P20091050	HILCORP ENERGY COMPANY
249	P20091074	HILCORP ENERGY COMPANY
250	P20091091	HILCORP ENERGY COMPANY
251	P20091275	HILCORP ENERGY COMPANY
252	P20091290	HILCORP ENERGY COMPANY

	CUP No.	PERMITTEE
253	P20100340	HILCORP ENERGY COMPANY
254	P20100598	HILCORP ENERGY COMPANY
255	P20100641	HILCORP ENERGY COMPANY
256	P20100740	HILCORP ENERGY COMPANY
257	P20101062	HILCORP ENERGY COMPANY
258	P20110536	HILCORP ENERGY COMPANY
259	P20110643	HILCORP ENERGY COMPANY
260	P20111466	HILCORP ENERGY COMPANY
261	P20120588	HILCORP ENERGY COMPANY
262	P20120743	HILCORP ENERGY COMPANY
263	P20120831	HILCORP ENERGY COMPANY
264	P20121182	HILCORP ENERGY COMPANY
265	P20121200	HILCORP ENERGY COMPANY
266	P20121400	HILCORP ENERGY COMPANY
267	P20121445	HILCORP ENERGY COMPANY
268	P20121597	HILCORP ENERGY COMPANY
269	P20130049	HILCORP ENERGY COMPANY
270	P20130078	HILCORP ENERGY COMPANY
271	P20130085	HILCORP ENERGY COMPANY
272	P20130151	HILCORP ENERGY COMPANY
273	P20130269	HILCORP ENERGY COMPANY
274	P20130368	HILCORP ENERGY COMPANY
275	P20131332	HILCORP ENERGY COMPANY

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-483 DIV. "B"

CATHERINE P. ALFORD ET AL

VERSUS

CHEVRON U.S.A., INC. ET AL

FILED
JAN 30 2015
DY. CLERK

FILED: _____

DEPUTY CLERK

REASONS FOR JUDGMENT

Plaintiffs filed suit for damages to property consisting of various tracts located in what is referred to as the "Burrwood Field" where defendants are alleged to have conducted various oil and gas exploration and production activities starting in the 1950's. Plaintiffs attached numerous documents to their original and supplemental and amending petitions which include oil and gas leases, assignments, and operator histories. Defendants filed dilatory exceptions of vagueness/ambiguity, prematurity, and improper cumulation and peremptory exceptions of no cause of action as to various claims.

The defendants are alleged to be operators, working interest owners, and/or mineral or surface lessees or lease assignees who either caused contamination or are otherwise legally responsible for the contamination of plaintiffs' land. Plaintiffs allege that there was improper disposal of oil field wastes, including NORM, excessive amounts of salt, volatile hydrocarbons, polynuclear aromatic hydrocarbons (PAH), and toxic heavy metals. Plaintiffs further allege they did not have actual or constructive knowledge of the pollution until less than one year

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DEPUTY CLERK

EXHIBIT
"8"

prior to filing suit because of the fraud and intentional misrepresentation committed by the defendants.

Defendants argue that the petition is vague because plaintiffs have failed to allege many material facts of the transaction or occurrence they allege resulted in damages. Defendants further argue that the following should have been pleaded:

a. Each plaintiff's particular interest in the property

b. When and how plaintiffs acquired their interest

c. Exceptors' interest in the property

d. Any contract between exceptors and plaintiffs

e. Any particular contractual provision breached by exceptors

f. The dates and times on which those activities purportedly occurred

g. The location of the allegedly impacted portions of the property

h. When plaintiffs discovered the alleged pollution

Defendants also contend that the exhibits attached to the petition do not satisfy the requirement that the plaintiffs provide a short, clear and concise statement of the material facts of the transaction or occurrence giving rise to the litigation.

Plaintiffs argue that the petition and attached documents provide more than sufficient information to satisfy the fact pleading requirements of La. C.C.P. art. 891. Plaintiffs are not required to account for the actions of every defendant at every moment while on the property or to account for the date and specific circumstances of every spill or release on the property and that not every act or omission of the defendants can possibly be known at this time nor is that level of detail required in the petition. Plaintiffs further argue that the property at issue is identified by legal description and the claims and legal theories relied upon are set

forth and that the cause of the pollution is identified as are the chemical constituents of the water, drilling muds and NORM. The leases, assignments and other conveyances are identified and the petition includes information regarding the wells operated and to which is attached the well operator history.

La. C.C.P. art. 891 states that a petition "shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that the subject matter of the litigation ...." Louisiana has a system of fact pleading; therefore, it is not necessary for the plaintiff to plead the theory of the case in the petition. Ramey v. DeCaire, 2003-1299 (La. 3/19/04), 869 So.2d 114. A cause of action is defined as the operative facts that give rise to the plaintiff's right to assert judicially the action against the defendant. Id.

The original petition, the two supplemental and amending petitions, and the nearly 500 pages of documents attached thereto are not a short, clear and concise statement of the causes of action being asserted by the plaintiffs herein. La. C.C.P. art. 853 permits the attachment of documents to a petition; but in this case, the sheer volume of the documents attached to the petition make it nearly impossible to discern for the individual defendants to discern the factual basis for the causes of action being asserted against them.

The petition asserts causes of action against the defendants collectively without differentiating the factual basis the allegations against each defendant individually. As a result, the Court is granting the exceptions of vagueness filed by the defendants and is ordering plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. Due to the vagueness of the petition, the Court is deferring ruling on the other exceptions filed by the

defendants until the petition is amended.

Belle Chasse, Louisiana, this 30th day of January, 2015.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Dy. Clerk of Court
Parish of Plaquemines, La.

NOTICE OF JUDGMENT

CATHERINE P ALFORD ET AL

Versus

CHEVRON USA INC ET AL, ET AL

Case: 00060483
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MICHAEL R PHILLIPS
KEAN MILLER LLP
909 POYDRAS ST
SUITE 3600
NEW ORLEANS, LA 70112

DONALD T. CARMOUCHE
TALBOT CARMOUCHE & MARCELLO
17405 PERKINS RD.
BATON ROUGE, LA 70810

RICK SARVER
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST., 24TH FLOOR
NEW ORLEANS, LA 70112

JANE A. JACKSON
KELLY HART & PITRE
400 POYDRAS ST., SUITE 1812
NEW ORLEANS, LA 70130

AMY E. A. LEE
JOHNSON GRAY MCNAMARA
P O BOX 51165
LAFAYETTE, LA 70505

BARRY W. ASHE
STONE PIGMAN WALTER WITTMANN LLC
546 CARONDELET ST.
NEW ORLEANS, LA 70130

Notice is hereby given that on January 30, 2015 in the above-entitled and numbered cause, REASONS FOR JUDGMENT was read, rendered and signed in above matter; a true and certified copy of said judgment is attached hereto.

IN TESTIMONY WHEREOF, witness my hand and official seal of office in Belle Chasse, Louisiana, on this Friday, January 30, 2015.

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

[FILED COPY]

31ST JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON DAVIS

STATE OF LOUISIANA

EDWARD D. CONNER, ET AL

VERSUS

ADAMS RESOURCES EXPLORATION CORPORATION, ET AL
Docket Number: C-579-13

February 26, 2014
Honorable J. Byron Hebert, Judge Ad Hoc
Jennings, Louisiana

PROCEEDINGS

APPEARANCES:

FOR THE PLAINTIFFS, EDWARD D. CONNER, ET AL:

MR. DAVID P. BRUCHHAUS
MUDD & BRUCHHAUS, LLC
410 EAST COLLEGE STREET
LAKE CHARLES, LOUISIANA 70605

MR. JAMIE C. GARY
GARY LAW FIRM, LLC
457 LOUISIANA AVENUE
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, BP PRODUCTION COMPANY, TOTAL E&P USA, INC., FOREST OIL CORPORATION, INC., AND ADAMS RESOURCES EXPLORATION CORPORATION:

MR. GEORGE H. ROBINSON, JR.
LISKOW & LEWIS
822 HARDING STREET
POST OFFICE BOX 52008
LAFAYETTE, LOUISIANA 70505

REPORTED BY: LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
(TRANSCRIPT PREPARED BY COMPUTER-AIDED TRANSCRIPTION.)

COPY Original filed in Record

LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
POST OFFICE DRAWER 1389
JENNINGS, LOUISIANA 70546
(337) 824-3506

FILED
AUG 21 2019
DEPUTY CLERK

EXHIBIT
9

THE COURT:

Okay.

Okay. Mr. Robinson, you want -- you want to address that --

MR. ROBINSON:

I will, Your Honor.

THE COURT:

-- 'cause it -- this is -- you -- you had -- is there anything else you want to say about this particular issue on the -- besides your brief -- I mean, on -- on --

MR. BRUCHHAUS:

I guess I'll hear what Mr. Robinson has to say, Your Honor, and then I'll -- I'll respond accordingly, if that's okay.

THE COURT:

Okay. So --

MR. ROBINSON:

Your Honor, may it please the Court, George Robinson, Liskow & Lewis, for BP, Total E&P, Forest Oil Corporation, and Adams Resources.

Your Honor, without a doubt, we were served with the exhibits, but -- and I'll fast forward. Those exhibits pretty much gave us everything that Judge McIntyre said in the Thomas case that we had gotten, but we -- we still think that in terms of the exception of vagueness the petition is deficient as follows. We're -- we're entitled -- each defendant is entitled to know the -- the -- the nature of the claims against it and the material facts.

Your Honor, I'm going to -- with the -- in the absence of an easel -- I've shown this (indicating)

to Mr. Bruchhaus. This is one of the exhibits (indicating). It's a list of the operators, the people or companies who actually did the -- the physical work in the field, drilling, producing, closing pits, whatever, and none of my clients appear on that, and I've -- I've looked at the leases.

So our position is, first of all, we didn't act. We didn't -- my four -- I'm -- and I'm speaking for all four of them unless I differentiate. None of them were operators. We never operated, so we really don't know what went on in the field, and, for example, what we did, where we did it, when we did it. We've got those legal descriptions, but we don't know where -- and -- and there's -- and there's some legal descriptions in the leases, but we didn't act.

So what we're trying to find out is the -- the basis upon which -- the factual basis upon which the plaintiffs predicate liability against my four clients. And I -- I think in terms of acting, Your Honor, the mere fact that they may have had a working interest in the lease is -- is inconsequential insofar as they taking any action. They -- they could be liable under the mineral code for their share if there was a breach of the lease, but we don't know that because there's no -- no specificity.

And in the case that Judge McIntyre -- Your Honor, at Page 21 of the reasons for judgment, he said that the -- the plaintiffs have given a lot of information, property at issue by section, township, and range, and the identity of each -- each well, operational areas at issue. That was the Delhi field. Types and claims, legal theories relied upon, breach of contract,

trespass, nuisance, in this case, punitive damages, causes of the -- of the pollution on plaintiffs' property, pits, pipelines, and spillage, chemical constituents of produced water, drilling mud and norm, the areas damaged, and the types of damages sought.

But then he went on, Your Honor, in sustaining the exception he -- what he required in the amendment was the plaintiffs to amend to designate the specific tracts of land owned by each plaintiff and the ownership percentage, the specific claim each plaintiff is asserting, the defendants against whom each plaintiffs' claim is being asserted, the nature and location of the alleged contamination and the source for each tract of land, nature of the breach of the mineral lease as to each defendant, the defendants and/or other operators who allegedly conducted operations or activities on the land for which the plaintiff alleges it liable in damages.

So he found that while the -- the -- the general information as to the location of the property and the types of claims being made were there in the petition there was no specificity as to the claims sought against each of the defendants.

Your Honor, the -- the well history attached as an exhibit to the petition shows approximately 25 or 26 wells and the operator -- it has the well histories. It lists those same operators on this exhibit, and my clients' names -- the only place my clients' names appears, other than non-operating working interest in a few leases, is in the petition.

So we would ask Your Honor to sustain the exception to the extent the --the plaintiffs be required

to allege with further specificity what my clients did, when they did it, where they did it, and what damages they're seeking from our clients.

Your Honor, that's -- that's all I have unless --

THE COURT:

Yeah.

MR. ROBINSON:

-- there's some questions.

THE COURT:

I think that -- well, I think that that's one of the areas that hasn't been answered by these exhibits that's in the -- the -- the judgment -- the Thomas case judgment that -- that was ordered by Judge McIntyre. He says -- now, he -- he suggested it could be done by a chart, which that would be -- that would satisfy your -- your problem?

MR. ROBINSON:

Well, just -- the -- the chart -- the chart was actually -- I think what happened is a Mr. Coenen, Will Coenen, of the Carmouche Firm, who was lead for the plaintiffs in that one, --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- did an amended petition and attached the chart.

THE COURT:

Uh-huh (yes).

Because I think it's not covered by the exhibits that -- asking for the nature and location of the alleged contamination and the source thereof and for

the defendants who allegedly conducted the operations or the activities on the land.

MR. BRUCHHAUS:

Your Honor, may I address some of those?

THE COURT:

Yeah, uh-huh (yes).

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs.

THE COURT:

All right.

MR. BRUCHHAUS:

Your Honor, this is not our first rodeo in preparing these petitions, and routinely we get hit with these, and over the course of time, we've tried to anticipate these exceptions and have tried to comply with the requests, and -- and including Judge Thomas.

And -- and just to give you an update on what's in this petition, Your Honor, in those exhibits, we have a -- a map detailing the plaintiffs' property, specifically, which one is owned by Mr. -- Edward Conner, which one's owned by Mr. Charles Conner, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and in this particular case, those are the only two plaintiffs. And so the issues that were raised by Judge Thomas are addressed with regards to who the plaintiffs are and what property we're talking to.

THE COURT:

Uh-huh (yes). Right.

MR. BRUCHHAUS:

In addition to that, we've attached an

operator history, and in there, we don't dispute what Mr. Robinson said, his clients are not listed on that list as operators. All of the operators that are on that list were named as plaintiffs in this -- as defendants in this petition, and if the other defendants who filed vagueness exceptions names do not appear, we address that in our petition by saying you're in the lawsuit because you were on the lease chain, okay. So there are leases, and so what we did was we attached all the leases.

And I don't think there's a dispute from Mr. Robinson or the other defendants that their names appear on those leases. All of those leases contain property descriptions, Your Honor. They contain property descriptions that apply to the property now owned by the Conners. So I think we've complied with -- with the requirements of the code.

In addition to that, Your Honor, in those exhibits, all of the wells that are identified and attached to those are survey maps that we got from DNR that we attached showing where the property is. In addition to that, we attached other maps to the -- to the petition that show exactly where the property is and where the wells are located. So I think we've addressed all of those things that would normally be on the chart that was discussed by Judge Thomas.

At the end of the day, Your Honor, we do -- we -- we try our best to include all of the allegations sufficient so that we don't have to come here and address vagueness exceptions, and I think that we've done that in this particular case. If -- if you are a defendant in this case and you were not an operator, it's because your name appeared on the lease, and, Your Honor, I think the

code says and the cases say that items that are in the possession of the defendant are not a reason to sustain a vagueness exception in a -- in a particular case like this, and certainly those defendants would be in possession of those leases. They're in the public records, and not only that, we've attached them to the position -- I mean, to the petition.

So for all of those reasons, I think we've complied with the code and -- and should not have to amend our petition.

THE COURT:

Well, you don't -- do you -- do you allege specifically, though, what -- how the lease is being violated by the defendant?

Let me see.

Do you do that, the nature of the breach of the lease --

MR. BRUCHHAUS:

Judge, we do not --

THE COURT:

-- as to each defendant?

MR. BRUCHHAUS:

No, Your Honor, we don't, not as to each defendant. But what that would require us to do is go through and list every single lease, every defendant that's on it, which we've already attached to the petition, and then all of our general allegations as to why these leases were breached are contained in globo in our -- our --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- 25-page petition and including in our 50 paragraphs that we've included in the petition.

But to answer your question, no, we didn't set out Mr. Robinson's specific client, identify the exact lease in the petition -- we attached it to -- as -- as copies -- and say this is why you breached the lease, but contained in the petition, it certainly details why we believe all the defendants breached all of the leases.

THE COURT:

And you didn't specifically identify -- along those lines, you didn't specifically identify what defendants -- what activities on -- that each defendant did.

No, you -- you -- you have a general allegation that this applies to all the defendants. That's what you say at the beginning of your petition, that all the allegations apply to all of the defendants. You don't have any specific allegations --

MR. BRUCHHAUS:

Your -- Your Honor, --

THE COURT:

-- against --

MR. BRUCHHAUS:

-- the plaintiffs certainly will concede that if you're -- if you're not on that operator list, and you never went to the property, and you never did anything, you know, we're not alleging that you did unless we find in discovery some documents that show that you did more than just were on the lease chain. I mean, we'll -- we will concede that.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

But -- but being on the lease chain generates rights and responsibilities and obligations that we've alleged in the petition.

THE COURT:

Well, have you identi- -- you haven't identified the -- the source of the -- have you identified the source of the contamination?

MR. BRUCHHAUS:

I think that we have, Your Honor. I guess I could go through the entire petition and -- and --

THE COURT:

No.

MR. BRUCHHAUS:

-- and identify it all, but I -- I think we've certainly identified that.

THE COURT:

But you don't say it's because of any specific defendants. You're just saying it applies to all the defendants, the contamination?

MR. BRUCHHAUS:

We allege that the defendants' activities, and that's in Paragraph 8 through 12 of the petition. It goes through. It details the activities with regards to the unlined earthen pits and all of the contaminates that would have existed and details exactly what those contaminates would be. In Paragraph 6, we identify the exploration production defendants, identified them as -- as to their liability and why they appear in the lawsuit.

THE COURT:

What paragraph you said?

MR. BRUCHHAUS:

The contaminate -- the contaminates and the activities are Paragraphs 8 through 12, Your Honor.

THE COURT:

Yes, the --

That's right.

And --

MR. BRUCHHAUS:

Oh, I'm sorry.

THE COURT:

-- so you're referring to all the defendants in those paragraphs?

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

But then what did you say after that? You said that --

MR. BRUCHHAUS:

In -- in Paragraph 6, we identify what the -- the legal responsibility of -- of the exploration and production defendants is in Paragraph 6.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Your Honor, I'm -- I'm happy to do whatever the Court wants the plaintiffs to do to try to make it clearer for these defendants.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

That's not the point. I think that we've done our best to try to make sure that they are aware of what the allegations against them are. We've attached

all of the leases. But if Your Honor wants us to do more, we will comply with whatever Your Honor requests us to do.

THE COURT:

Well, I still think it'd be helpful to have a -- a -- a chart to show the -- the alleged contamination and the source and the name of the defendants that allegedly conducted operations or activities.

Now, you're saying -- we're talking about in this case two tracts, but -- so we should have a distinction between the two tracts.

MR. BRUCHHAUS:

We do, Your Honor, and we've attached a map that shows that.

THE COURT:

Okay.

MR. BRUCHHAUS:

I don't know that the defendants are so much complaining about that.

THE COURT:

So it would only be to name the defendants -- you have to specifically allege the source of the contamination and the name -- the name of the defendants for this --

MR. BRUCHHAUS:

Just -- just for clarification, Your Honor, in -- in the exhibit, there is an operator history, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- and then we identify by well number the particular well, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and then we identify what operators operated under that particular well. And with the maps, you can see on the property where the well was so you know what operators operated what wells.

THE COURT:

Okay.

MR. BRUCHHAUS:

But -- but I'll be happy to -- to make a chart that shows that and provide it to the defendants.

THE COURT:

And also the -- the operations -- well, and also the leases -- I mean, the leases. I think you need -- you have the dates of -- of the leases in those exhibits, --

MR. BRUCHHAUS:

Judge, there's -- there's almost --

THE COURT:

-- the names and the dates?

MR. BRUCHHAUS:

There's almost 1,500 pages of leases that were attached to the back of the petition, so it'll take us some time to get -- get that particular chart, but --

THE COURT:

That would have -- and you're saying you've already stated the nature of the breach of the lease --

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

-- in the petition?

MR. BRUCHHAUS:

We do that generally in the petition, yes.

THE COURT:

So we know -- you can furnish the names, and the -- and the dates of the leases, and the breach.

MR. BRUCHHAUS:

Okay.

THE COURT:

If you -- I don't know. It seems like you should be able to -- to allege the -- the breach -- the -- how that lease is breached.

MR. BRUCHHAUS:

We've done it generally in the petition, --

THE COURT:

Yeah.

MR. BRUCHHAUS:

-- but if you want us to add it to each lease, we can do that.

THE COURT:

Yeah.

Mr. Robinson, did -- does -- does that satisfy your objection or not?

MR. ROBINSON:

I -- I -- Judge -- and -- and I -- I -- Mr. Bruchhaus and I have handled a lot of cases together. In fact, we've --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- been on the same side a few times. I'm not trying to put them to extra work. I'm trying to find out what the claim is against my clients and --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- and I think we both agree that my clients didn't act. They never went on the property. But what I'm trying to get to is for -- for -- for further motion practice perhaps or preparing for trial if we go to trial is what -- what their source of liability is and -- and to -- and -- and how it came about.

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

And I -- if -- if we could find -- and -- and the -- there's a lot of information in the petition, but as Your Honor has noted, it's -- it's also pretty general.

THE COURT:

It's -- right. I -- I just -- you can do it by way of the chart if it makes it -- if it's just an easier way to do it then to keep having to -- to repeat your allegations.

MR. ROBINSON:

It doesn't have to be --

THE COURT:

But if you can --

MR. ROBINSON:

I'm sorry, Your Honor.

THE COURT:

Yeah.

What?

MR. ROBINSON:

It -- it doesn't have to be a chart. Just if

-- if Mr. Bruchhaus wants to amend and just make specific allegations as to my client just -- I don't care --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- what format it's in.

THE COURT:

Okay.

MR. DAVIS:

Your Honor, --

THE COURT:

Yes.

MR. DAVIS:

-- I apologize for interrupting.

My name is William Davis on behalf of Encana --

THE COURT:

Uh-huh (yes).

MR. DAVIS:

-- (USA). I want to adopt Mr. Robinson's argument. I too am a non-operator assignee of a lease in the field and would like for any ruling that applies to Mr. Robinson's clients to apply equally to Encana.

THE COURT:

Right.

Would that satisfy your objection on the -- the amendment that -- what we're speaking about, the amendment to the --

MR. DAVIS:

It -- it certainly would.

THE COURT:

-- to identify the lease, --

MR. DAVIS:

It certainly would.

THE COURT:

-- and the date, and the breach --

MR. DAVIS:

Right.

And, Your Honor, --

MR. BRUCHHAUS:

For each.

THE COURT:

-- for each defendant?

Right.

MR. DAVIS:

-- might I say, only speaking for my client, that if -- if -- if Mr. Bruchhaus is required to amend then instead of going through the process of serving everybody again, he's welcome to simply send me a copy or serve it to me electronically or in some fashion to avoid the time, trouble, and expense of having service as was on the original petition.

THE COURT:

Okay.

MR. ROBINSON:

That would work for me also, Your Honor.

THE COURT:

Okay. You accept service electronically, okay.

Okay. We had a number, though, of exceptions, the dilatory exception -- well, right now, we're just talking about the dilatory exception for vagueness.

Does anyone want to add to what --

MR. ABELL:

Your Honor, my -- my clients are --

THE COURT:

-- the -- the Court's order?

MR. ABELL:

My clients are similarly situated. They're working interest owners. They did not operate on the property, and that's Domac and Pevehouse, and we would be happy with the ruling that -- that was made on this issue.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman for Apache. Apache was a non-operator as well, and the -- the points made by Mr. Robinson apply to Apache as well as the other non-ops, and what you've stated would be perfectly fine with us.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of the two Geodyne defendants. I believe that the chart would suffice. I -- I -- I make one point that perhaps we could get clarified here. With respect to the chart, I might have miscounted, but I think there were about close to 2,700 pages. Essentially, it looked like the public record -- the conveyance records had simply been copied and attached, so it is very difficult for the defendants to discern from the broad global allegations in the petition --

THE COURT:

Uh-huh (yes).

MR. ZUCKERMAN:

-- which leases and other agreements apply, and I generally think that the chart will be sufficient for that, but I note that the plaintiffs have also made third-party beneficiary allegations, and so I think what the defendants need is not just whether they were a lessee under a particular lease, but if there is an agreement, a contract, or a mineral lease, any source of liability ought to be identified in that chart so that defendants can safely plead things like prematurity, or want of amicable demand, or perhaps even arbitration. I don't know whether that would be in any -- any of the agreements.

But my point is that each defendant needs to be able to understand which specific agreements, contracts, mineral leases, et cetera, that are attached as an exhibit to the petition serve as a basis of alleged liability.

So I would simply ask that the -- the Court to consider that in connection with its order.

THE COURT:

Okay.

MR. ZUCKERMAN:

Thank you, Your Honor.

THE COURT:

Okay. Thank you.

And --

MR. JARRELL:

Eric Jarrell, Your Honor, for the Louisiana Land and Exploration Company, LLC. We were alleged as an operating defendant. I'm assuming that all of this would

cover since the non-ops want to know what the operators did that their allegedly liable for it would catch us as well.

Also, I represent ConocoPhillips Company who is alleged to have owned property next door to one of the plaintiffs' property, and we would assume that the same types of allegation would have to be in the new petition that would say what was specifically done on that property next door that allegedly caused what specific injury to the adjacent property because we don't know.

THE COURT:

Okay.

So -- right. I think we would include that. We talked about the lease but also the -- the operators, the activities. We -- we need more specific specificity as to the defendants whose -- who -- what was the activities that they're liable for.

MR. BRUCHHAUS:

Judge, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Judge, there were -- there were two gas processing defendants. One is Conoco, and one is a company called DAQ, and that's who Mr. Jarrell represents, Conoco. I -- I don't -- I'll be happy to include some more specific allegations with -- with regard to -- to his -- his involvement in the case. I think that we did include that, but if -- if the Court requires me to do something more specific, I can.

THE COURT:

Okay.

Okay. And then -- I'm sorry. What -- what is your name?

MR. GORDON:

Demarcus Gordon --

THE COURT:

Okay.

MR. GORDON:

-- on behalf of BHP Billiton Petroleum (Americans), Inc., and Lario Oil & Gas Company.

Your Honor, I'd also like to adopt Mr. Robinson's arguments and also Mr. Jarrell's arguments. One of my clients was one of the -- the predecessors who were alleged to be operators, and -- and the petition doesn't tell us what, if anything, they did wrong. So we would likewise like to have some specificity as it pertains to the operators.

THE COURT:

Okay. And --

MS. JUNEAU:

Your Honor, Claire Juneau, again, for Honeywell. I would just like to adopt Mr. Robinson's and Mr. Zuckerman's arguments --

THE COURT:

Okay.

MS. JUNEAU:

-- and have any ruling that -- that applies to them apply to Honeywell.

THE COURT:

Okay. Thank you.

MR. MESTAYER:

Judge, Jed Mestayer for Newfield Exploration Gulf Coast. We're also a non-operator, and we adopt the

arguments by co-defendant.

THE COURT:

Okay. Thank you.

MR. GODOFSKY:

Evan Godofsky for Rebel Oil Company, another non-operator. We adopt -- we adopt the arguments of Mr. Robinson and Zuckerman, and we're going to ask that the rulings apply to Rebel as well.

THE COURT:

Okay.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA. We also -- that would satisfy our -- our vagueness exception, the rulings urged by the Court.

Your Honor, if we could go an extra step, we also had exceptions of improper cumulation and prematurity. It strikes me that until we know exactly what leases are at issue that it might be an exercise in futility to -- to try to -- to grabble with those exceptions.

So I -- I can only speak for myself, but it seems like that those exceptions might be a matter to be disposed of at a later date.

THE COURT:

To defer after the amended petition?

MR. BERTEAU:

That's right.

THE COURT:

Okay.

MR. ROBINSON:

Your Honor, I've discussed that with Mr. Bruchhaus and I had discussed it with some of the

defendants before you took the bench this afternoon, and we're -- we're perfectly -- in fact, I think it would be -- it would help everybody, all sides, if we just deferred the rest of the non-evidentiary exceptions until after the amendment.

THE COURT:

Okay. So --

MR. BRUCHHAUS:

That's fine, Your Honor.

THE COURT:

Okay. Do we --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

So I will grant the exception of --

MR. BRUCHHAUS:

Your Honor, there's -- there's one point I'd -- I'd question the Court's indulgence with. Obviously, this is going to require us to do a lot of work, and -- and normally you have --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- you give 30 days to amend this petition.

THE COURT:

Right.

MR. BRUCHHAUS:

I would request 60 days if the defendants do not object so that we can properly amend and hopefully get all of it taken care of.

THE COURT:

Is that agreed?

MR. ROBINSON:

That's agreeable with me, Your Honor.

THE COURT:

Okay.

Okay. We'll allow 60 days to amend. The exception is granted as -- and the -- that's the exception of vagueness and ambiguity. That -- that would -- in response, the -- the plaintiffs will amend the petition to allege specific allegations to the specific named defendants on the -- as -- as far as the operators as to their liability for damages suffered on the -- on the -- on the tracts. As to the operators, you need to be more specific as to each one, right?

MR. BRUCHHAUS:

I understand, Your Honor.

THE COURT:

Okay. And then for the non-operators, we need the -- the name on the -- the -- the lease, the date, and the breach, the -- how the -- and if it's not, -- well, we added something. Okay. If it's not a lease, it's -- if it's some other agreement, you need to add that to the list; that it -- this is a third party. If it's a third-party beneficiary to another agreement or whatever the liability is and what's based on a non-operator, we'll have to know that.

MR. BRUCHHAUS:

We'll do the best we can do, Your Honor.

THE COURT:

And you'll do that within 60 days?

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

Okay.

All right.

Okay. And the minutes can be sufficient unless y'all wanted some sort of judgment on that or order.

MR. ROBINSON:

I think the minutes for now is sufficient.

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

You want to circulate an order or not?

MR. ROBINSON:

I think that we'll -- we'll go with the minutes, Your Honor.

THE COURT:

Oh, the minutes, okay.

MR. ROBINSON:

Yeah.

THE COURT:

Those minutes would be sufficient.

MR. ROBINSON:

'Cause we can get a -- we can get a transcript and go from there.

THE COURT:

Okay,

Okay.

MR. GORDON:

Your Honor, --

THE COURT:

Anything else we can take up -- take up?

MR. GORDON:

Yes, Your Honor. Demarcus Gordon, again, on

behalf of BHP --.

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- and Lario. We have an exception regarding Article 891 and the fact that the plaintiffs have alleged fraud --

THE COURT:

Yeah.

MR. GORDON:

-- generally within the petition.

THE COURT:

Right.

MR. GORDON:

If they're amending the petition anyway, it would make --

THE COURT:

Yes.

MR. GORDON:

-- sense for them to allege fraud with particularity as to -- as it pertains to any defendant to whom they are alleging fraud against, and I just wanted to mention that --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- because I don't want them to amend their petition and we come back and then we say now do fraud.

THE COURT:

No, I think that's --

MR. GORDON:

But I think that may be something that --

THE COURT:

-- I think that's correct on the --

MR. BRUCHHAUS:

Judge, I'd --

THE COURT:

-- the allegation of fraud.

MR. BRUCHHAUS:

-- I'd -- I'd like to address that one maybe.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

We include specific paragraphs because we're faced with this in every case. Paragraph 13 deals with fraud. We allege exactly what we claim the fraud is; 14 does; 15 does. In there, we say exactly what we think the particular fraud claims are, and -- and, Your Honor, fraud, as defined by the code, is -- I -- I know that 1953 says fraud is a misrepresentation or a suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. Fraud may result from silence or an inaction. And, Judge, in these paragraphs, we allege what the industry knowledge was, what the contaminates were, what the chemical's were, what the day-to-day operations were. The fact that the contaminates were never removed. That the plaintiffs were never told that there was improper reporting to the appropriate authorities, and, Judge, I just got to believe that based upon those paragraphs and based upon the requirements of the code under 891 that we've -- we've sufficed and we've -- we've alleged fraud with particularity in this particular case, Judge.

And, specifically, if you take a look at Paragraph 15, we allege the acts.

THE COURT:

Yeah, in Paragraph -- how is Paragraph 15 insufficient? They list seven -- they -- they list seven different specifics on that fraud basis -- the basis for fraud, Paragraph 15.

Is that --

MR. GORDON:

Your Honor, Demarcus --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- Gordon once again. In response to that, once again, there's more than 30 defendants in this matter. The plaintiffs consciously decided to sue multiple defendants. These allegations are -- are general to all defendants, or maybe even to the world, possibly more defendants or -- or other parties out there. These are not pled with specificity as required by the -- the code and -- and, Your Honor, --

THE COURT:

You make it specific to the defendant. That's what you're asking?

MR. GORDON:

Yes. Yes, Your Honor, and to --

THE COURT:

Okay.

MR. GORDON:

-- the extend they can. I mean, if they can't, then --

THE COURT:

Fine.

MR. GORDON:

-- you know, we've had many of these cases where plaintiffs concede, you know, that -- that they don't have any allegations of fraud, and, here, --

THE COURT:

Yeah.

MR. GORDON:

-- you know, these are the same general paragraphs that they include in every single petition. This has nothing specific to do with this site or -- or what any defendant did or didn't do. It's just general.

THE COURT:

Uh-huh (yes).

MR. GORDON:

It's -- it's what they always put in -- in their petitions, you know, and -- and they --

THE COURT:

Okay.

MR. GORDON:

-- can do a better job of --

THE COURT:

Yeah, I think you need to --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

-- specify the defendants again.

MR. BRUCHHAUS:

Well, I think -- I think Mr. Gordon said one of his particular clients was BHP; is that right?

MR. GORDON:

That's correct.

MR. BRUCHHAUS:

Okay. BHP was one of operators --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- in this particular case, and, Your Honor -- Your Honor, I would ask that maybe he -- we pass this particular allegation 'cause we haven't been able to do discovery yet to find out what his documents say with regards to those which is why we pled it the way we did. I think that would be a reasonable request of the Court. Beyond what we've done in -- in the petition addressing it in three different paragraphs, I don't know what else we can do --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- without the documents.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of Geodyne, which was a -- a non-operating defendant, and I just note that we raised the same exception, and with respect to the article, the -- the allegations that have been referenced in the petition, those talk specifically about operations. Paragraph 13, which was just cited to Your Honor, begins with the defendants knew or should have known that their day-to-day operations in the field would result in the -- the damages that they now allege. And also I would submit to Your Honor that there is a lack of specificity particularly with -- with respect to

non-operators.

THE COURT:

Yeah.

So are you saying you need more than the 60 days to amend on the -- on fraud issues?

MR. BRUCHHAUS:

I don't think so, Your Honor. 60 days would probably give us enough.

THE COURT:

Okay.

Okay. Well, you -- that -- I'm granting the exception as to the -- it wasn't a dilatory exception also on alle- -- it's insufficient allegations for the specific -- specificity for fraud, and so you'll amend the petition on that --

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

-- in regard to the fraud allegations.

Okay.

Okay. And the costs will be determined on the merits for these exceptions at this time.

Any other matter we can take up while we're all here? Well, a lot of us are here, not all of us. We still have some -- some out there. We have 30 -- how many defendants, 30- --

MR. BRUCHHAUS:

34, Your Honor.

THE COURT:

-- 4. You have 34 defendants, okay.

MR. BRUCHHAUS:

Although --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- just for the record, some of the defendants haven't answered yet, and some of them haven't been served, so not everybody's here. So --

THE COURT:

Okay. Well, include them on your charts.

MR. BRUCHHAUS:

Sure. We'll take care of it in advance.

THE COURT:

Right.

Okay.

Okay. Thank you.

I'll see y'all next time, okay.

MR. ROBINSON:

Thank you, Your Honor.

(OFF THE RECORD.)

(PROCEEDINGS ADJOURNED.)

27TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. LANDRY

STATE OF LOUISIANA

DOCKET NO. 12-C-5530 DIV. "C"

JACK ANTHONY DEVILLIER, ET AL

VERSUS

CHEVRON U.S.A., INC., ET AL

JUDGMENT SUSTAINING DEFENDANTS' EXCEPTIONS OF VAGUENESS, AND CONTINUING THE HEARING ON ALL OTHER PENDING EXCEPTIONS

The non-evidentiary Exceptions filed by the defendants came on for hearing on the 12th day of August, 2013. Present were:

Patrick Morrow, John Carmouche, Brian Carmouche, Todd Wimberley and Jim Ryan, representing the Plaintiffs;

Paul Lavelle, representing defendant, Great Southern Oil & Gas Co., Inc.;

Valerie Guidry, representing defendant, Leggett Petroleum, LLC;

David McCrory, representing defendant, BHP Billiton Petroleum (Americas) Inc.;

Rachal Chance, representing defendant, Marks Operating, LLC;

Kay Theunissen, representing defendant, Pay Oil, LLC;

Thomas M. McNamara and Ingrid M. Kemp, representing defendant, Anadarko E&P Onshore LLC, as successor in interest to Howell Petroleum Corporation;

James Guglielmo, representing defendant, Vernon E. Faulconer, Inc.;

Carl Duhon, representing defendant, J.P. Van Way Family Limited Partnership;

John A. Jeansonne, Jr., representing defendant, Meason Operating Company;

Daniel C. Hughes, representing defendant, The Pickens Company, Inc.;

Paul Bullington, representing defendants, Liberty Oil and Gas Corporation and Palmer Petroleum, Inc.;

Penny Malbrew, representing defendants, BP America Production Company and Pan American Petroleum Company; and

Pamela R. Mascari, representing defendant, Chevron U.S.A. Inc.

FILED
AUG 21 2013
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St. Landry Parish Clerk Of Court

EXHIBIT "10"

Considering the offerings and arguments by counsel, the court being fully informed, and being of the opinion that the Exceptions of Vagueness should be sustained; it is hereby

ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness filed by the Defendants be, and the same hereby are, SUSTAINED; it is further

ORDERED, ADJUDGED AND DECREED that Plaintiffs are required to amend their Petition in the following respects: (1) to identify specifically which defendants did what damage to what specific property or properties; (2) to identify specifically the acts by each defendant which caused the complained-of harm; (3) to specify facts giving rise to the defendants' individual liability, including relevant time period(s) and location(s); (4) to identify any and all relevant contracts, including, without limitation, mineral leases, and to identify the parties to each such contract (*i.e.*, specific plaintiff(s) and/or specific defendant(s)); (5) to provide property descriptions for each tract at issue in the litigation; (6) to identify the ownership or other interest of each plaintiff in each relevant tract(s) at issue in the litigation and to describe the nature of and specific details regarding each plaintiff's ownership or other interest in such tract(s); and (7) to identify which leases or other contracts apply to which defendants. Plaintiffs have twenty-five days from August 12, 2013, to amend their petition; it is further

ORDERED, ADJUDGED AND DECREED that the hearing on all other Exceptions filed by any defendant (apart from the Exceptions of Vagueness) be continued, to be reset at some future date, upon further order by the Court; it is further

ORDERED, ADJUDGED AND DECREED that all costs associated with the hearing on defendants' Exceptions of Vagueness be, and are hereby, assessed against the Plaintiffs.

OPELOUSAS, LOUISIANA, this 23 day of September, 2013.

HONORABLE ALONZO HARRIS
27TH JUDICIAL DISTRICT JUDGE

OPELOUSAS, LOUISIANA 9-23, 2013
This is to certify that the above is a true and correct copy of the original on file in the office of the Clerk of Court of St. Landry Parish.
Deputy Clerk of Court

St. Landry Parish Clerk of Court's Office
Filed Sept. 23 2013
Dy. Clerk

Submitted by:

Victor L. Gregoire (#22400)
Pamela R. Mascari (#25162)
Claire E. Juneau (#33209)
KEAN MILLER LLP
400 Convention Street, Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

Michael R. Phillips (#21020)
KEAN MILLER LLP
909 Poydras Street, Suite 1400
New Orleans, Louisiana 70112
Telephone: (504) 585-3050
Attorneys for Chevron U.S.A. Inc., as alleged successor-in-interest to Texaco Inc.

RULE 9.5 CERTIFICATE

I certify that I circulated this proposed Judgment/order to counsel for all parties and/or to self-represented parties by e-mail on August 29, 2013 and that:

No opposition was received.

St. Landry Parish Clerk of Court's Office
Filed Sep. 23 20 13
Dy. Clerk

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

SANDRA COUVILLON BORNE, SANDRA COUVILLON, JUDITH ROJAS KAGAY, JUDITH ROJAS, WAYNE J. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, MARY JO NOLAN, DOUGLAS G. NOLAN IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, DINA KATHLYN NOLAN, DAVID ROJAS NOLAN

CASE NO: 744-218

VERSUS

DIVISION "M"

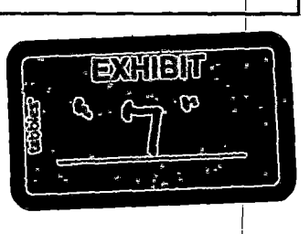
CHEVRON USA HOLDINGS INC, STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON USA INC, LOUISIANA LAND AND EXPLORATION COMPANY, LLC, ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO LP, BOPCO LP

Proceedings taken in the above-entitled and numbered cause, before the Honorable Henry G. Sullivan, Jr., Division M, Judge presiding, Twenty-Fourth Judicial District Court, Parish of Jefferson, Gretna, Louisiana, on December 7, 2016.

Reported by:

DONNA McSTAY, CCR, CDR, OCC

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A P P E A R A N C E S

Representing the Plaintiffs:

ROCK PALERMO, ESQ.
BESSIE DASCHBACH, ESQ.
JACOB BRAUD, ESQ.

Representing Chevron:

LEXIE WHITE, ESQ.
MIKE PHILLIPS, ESQ.

Representing Shell Oil Company:

KEITH JARRETT, ESQ.

Representing Exxon Mobil Corporation:

ROBERT McNEAL, ESQ.
MARTIN STERN, ESQ.

Representing Louisiana Land and Exploration Company, LLC:

LEIGH ANN SCHELL, ESQ.

Representing Atlantic Richfield Company and BP America Production Company:

GEORGE ARCENEAUX, ESQ.

Representing Stone Energy Corp:

ELIZABETH WHEELER, ESQ.

Representing BEPCO LP AND BOPCO LP:

KELLY RANSOM, ESQ.

Representing Hilcorp Energy Company:

KELSEY MEEKS, ESQ.

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THE COURT:

Number eight on the docket is 744-218, *Sandra Couvillon Borne, Et Al, versus Chevron USA Holdings, Incorporated, Et Al.*

Counsel, please give your names and representations for the record?

MR. PALERMO:

Rock Palermo and Bessie Daschbach for the Plaintiffs, Borne.

MS. WHITE:

Your Honor, Lexie White and Mike Phillips for the Defendant, Chevron.

THE COURT:

Good morning.

MR. JARRETT:

Good morning, Your Honor, Keith Jarrett for Shell.

MR. McNEAL:

Robert McNeal and Martin Stern for Exxon Mobil.

THE COURT:

Good morning.

MS. SCHELL:

Leigh Ann Schell for the Louisiana Land and Exploration Company, LLC.

THE COURT:

Good morning.

MR. ARCENEAUX:

George Arceneaux for Atlantic Richfield Company and BP America Production Company.

MS. WHEELER:

Beth Wheeler for Stone Energy Corp.

MS. RANSOM:

Kelly Ransom for BEPCO LP and BOPCO LP.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company.

MS. DASCHBACH:

Your Honor, we also have Jacob Braud, here, for the Plaintiffs, as well.

THE COURT:

Good morning, Mr. Braud.

Well, good, we almost cleared the attorney -- I mean, the courtroom of attorneys once we handled this case, but I'm surprised we still have a bunch of people out there, looking at the rest of the docket, but, in any event, you may proceed.

MS. WHITE:

Your Honor, Lexie White for the Chevron Defendants, and the Defendants have raised several exceptions today, and we're prepared to address them in whatever order Your Honor would prefer.

THE COURT:

How about vagueness, ambiguity, nonconformity of petition.

MS. WHITE:

That sounds good, Your Honor, and I'll address that on behalf of Chevron Defendants. Others may chime in as the

facts are unique with respect to each of the Defendants here today --

THE COURT:

Great.

MS. WHITE:

-- but I can begin.

I do have a Power Point presentation that I've hooked up here. I'm not sure if there's something I need to do to have it show on your screen, though.

THE COURT:

You're going to play it from the podium there?

MS. WHITE:

I have it showing on my screen. Here we go. Okay, thank you, Your Honor.

And we've raised -- Chevron has raised, along with all Defendants, the dilatory exception of vagueness and ambiguity, and if the Court grants this exception and either dismisses the case without prejudice or allows the Plaintiffs to replead, that would, of course, moot the remaining exceptions at this stage.

Before I begin the argument, I just want to make clear, Your Honor, you are the first judge to actually rule on this exception. Although there are several cases raised both by this Plaintiffs' counsel on behalf of other landowners and, relatedly, by the Parish of Jefferson raising similar claims with respect to the

land at issue in this case, Your Honor is the first to actually have the opportunity to rule on this exception in any of those cases, and the allegations in --

THE COURT:

Thanks for giving me that opportunity.

MS. WHITE:

If you choose to take it.

-- and the allegations in this Petition are undifferentiated. Your Honor, they are entirely the same for each of the 11 Defendants at issue. There's no reference, for instance, of what any specific Defendant is accused of having done wrong in the Petition. Instead what we have are 11 Defendants that are, as a group, accused of violating coastal use permits and damaging the Plaintiffs' land, and one consequence of that, Your Honor, is that we have counsel in this room today whose clients stand accused of breaching the terms and conditions of a coastal use permit, although they have no record of their clients ever having been issued a coastal use permit in any of the fields that are at issue in this lawsuit.

Another consequence of this pleading is that we have counsel standing in this room today, for instance, who have no record of their client ever having dredged a canal in Lafitte or Three Bayou Bay, but are,

nonetheless, accused in this Petition of dredging and causing subsidence and land loss in these particular fields.

And read in its most generous light, this Petition, which we have studied, and I'll go through in some detail, if Your Honor will indulge me, says only -- and can only be credibly read to say that the 11 Defendants named here had some form of oil and gas operations in one of two oil fields, spanning more than 200 square miles, at some point over the last more than three decades. And it appears -- what we have attached to the Petition, if you look at Exhibit C, for instance, is a laundry list of permits, and in a related exhibit we have a laundry list of wells, and it appears anyone who was issued any permit or drilled any well in one of these two fields, which covers a very large geographical area, at any point in time was named as a defendant in this lawsuit. And, thus far, the Defendants' (sic) response to our briefing on this issue, and the exception that we've raised, is to say, you know, you'll get more details in discovery.

Imagine if you were sued for breach of contract but the party claiming the benefit refused to identify the contract they were claiming the benefit of asking first instead to see all of the contracts

that you had entered into with anyone in their area, and at that point they would tell you which contract they were accusing you of having breached, and it really doesn't come close to satisfying Louisiana's fact pleading requirement which, of course, in Article 891 requires the Plaintiffs to identify the material facts of the transaction or occurrence at issue for each Defendant they've named. There is no enterprise or group liability in Louisiana. There's a long line of cases making that very clear, but I don't want Your Honor to think that we didn't try to understand the allegations in this Petition because we did.

The Petition describes, and this is a direct quote from Paragraph 21, the crux of the Plaintiffs' claim as this -- of the Plaintiffs' tort claims is a, quote, "violation of the expressed and implied duties prescribed in the permits attached as Exhibit C." That exhibit is literally a list of every permit issued in the past three decades to any of these 11 Defendants. The Petition doesn't say which of that laundry list of permits these Plaintiffs even contend was violated, if any, much less what are the expressed and implied obligations in those permits that were allegedly violated. So we can't tell from this exhibit what are the obligations

and the duties that form the factual basis for these tort claims.

But the permits listed in Exhibit C are publicly available. This is the public website, Your Honor. This is the SONRI System that Plaintiffs likely used to compile this laundry list of every permit issued to any Defendant in this case, and so we used the same public database, Your Honor, to pull the actual permit files that are listed in Exhibit C, and when you dig into the files that are cited as support for these allegations, not only do they fail to illuminate the factual basis for this lawsuit, in many cases they flatly contradict the statements that are made without support in the Petition itself.

And I just -- if you'll indulge me to walk through this. This is the Plaintiffs' Petition, Exhibit C. It is the laundry list of permits we're told formed the crux of the Plaintiffs' tort claims. Just walking through a few, here is one, at the top. This is line 17 on Exhibit C. This is a permit issued to Texaco and compare what this permit actually says, which is on the bottom of this slide, with what the Petition says directly above it. Paragraph 16 of the Plaintiffs' Petition alleges in unspecific fashion that, quote, "Defendants' well operations and coastal use permit activities could have been

conducted in a way that did not destroy the Plaintiffs' property because there are reasonably prudent alternatives that would of prevented the damage being done to the Plaintiffs' property."

And the permit listed for support is what's shown on the bottom of this, and this is where we're told to look for the factual basis. It states exactly -- almost exactly the opposite. This permit was issued to my client, Texaco, or Chevron as successor to Texaco, after the regulators performed their own investigation into the proposed project and concluded this proposed project is coastal water dependent, and there are *no* apparent alternatives which would be of less impact and still permit the well to be drilled.

Now, there are many -- this is just one, but there are many similar examples of this in the permit files because that is precisely what the regulators were doing. When they decided whether to issue a permit, they were balancing the economic, social, and environmental factors in deciding whether a proposed project should be authorized or whether it should not.

So what is the factual basis for the statement in Paragraph 16 of this Petition? What is the who, what, when, where and how? Are the Plaintiffs taking issue with the Louisiana Department of Natural Resources'

decision to grant the permit that is listed on Exhibit C in line 17? Are they taking the position that reasonable alternatives *did* exist and that LDNR's finding was wrong, because there are particular defenses we would raise to that claim? That may not even be a suit properly raised against *these* Defendants as opposed to a different agency.

On the other hand, is this permit even at issue in this case? The Petition never says which, if any, of this laundry list of permits are allegedly violated in this case. Not a single one is specifically identified as having been violated. Is my client accused of drilling this well listed in the Petition in a manner inconsistent with reasonably prudent alternatives that would of prevented the damage to the Plaintiffs' property?

And, of course, it's a touchstone of Louisiana law that it's fundamental that a petition for damages gives the defendant sufficient notice of the facts sought to be proven against him to enable him to prepare a defense. That's a direct quote from the Fifth Circuit Court of appeal in the *Roache versus Alpha Technical Services* case, which we've cited to Your Honor in our briefing.

The Petition doesn't answer these questions, but instead accuses the Defense

collectively, and as a group, of violating coastal use permits, unidentified terms and conditions of coastal use permits, but, time and time again, we see in these files, and here's another example, these documents. This is a follow-up investigation report completed by the regulatory body responsible for issuing coastal use permits, and after inspecting the permitted work concluded that, quote, "All permit conditions are satisfied." But, as you see across the top of this slide, this is a permit cited in Exhibit C to the Petition, line 44, as somehow -- we're not told how -- forming the factual basis for this lawsuit.

And I could spend hours going through these. There are quite a few. Here's another one for Stone Energy, line 182 of Exhibit C, another one for Hilcorp Energy, line 260 of Exhibit C to the Petition, and the point is the permits listed in Exhibit C, if you actually read them, which we did, if you actually read them, they raise more questions than they answer about what is at issue in this lawsuit.

Now, the Plaintiffs say at several points in their Petition, for instance, the Defendants were obligated to and failed to restore the land to its original condition. But, again, the permits that they cite for support, factual support for that

allegation, like this one, for instance, listed in Exhibit C, contain a whole host of terms and conditions. If you look on these actual permit files, these are thick documents. There's a lot of back and forth between the regulators and the entity applying for the permit about how the proposed project will be conducted, what reasonable alternatives exist, how the balance should be struck, and the reasons are articulated for striking the balance in a particular way, and what you end up with is something like this. It's usually a two-page document within the permit file that lists the particular conditions the permit holder has to abide by, and, although the Petition alleges that Defendants collectively and as a group, in an unspecified manner, without identifying any activities, alleges that they failed to *restore* the land to its original condition.

What you see in these permits, like this one on your screen, is that was not a condition that was specified as one of the several conditions that the permit holder had to abide by in return for the permit that it was issued because these activities are very different. They range from installing a six-inch pipeline, to dredging a canal, to maintaining the depth of that canal at a certain navigable depth to

allow passage, and there's no identification in the Petition of which of these activities are at issue in *this* case. In fact, we're not told which of these Defendants are alleged -- what of any particular individual Defendants' activities are alleged to have been done unlawfully.

Now, the Petition references a series of broad words. It throws around words like "adverse impacts" and "cumulative impacts" in describing the harm that it's seeking to redress, and the notion is if there's any kind of a footprint left on the land in question, that is, this land -- these two fields are the subject of extensive oil and gas operations over the past half a century. The notion is that if there's any form of a footprint left on that land, that can give rise to a tort claim, and it's the basis of a violation of a coastal use permit. But the permits that these Plaintiffs cite as ostensible support for that allegation, which is unspecified, we're not told what activities, but what they cite in this laundry list shows just the opposite.

This slide is the permit that's cited at line 95 of Exhibit C, and it's in the publicly available permit file for a dredging permit where the State of Louisiana actually overruled an objection

that had been raised to maintenance dredging explaining that, quote, "This is an old oil and gas field, and the proposed maintenance dredging is for existing canals. Additional adverse impacts will be minimal, and the benefits of continued oil and gas production will outweigh any unavoidable adverse impacts." In other words, there, again, we have to state balancing the economic, social, and environmental factors of each of the activities that were proposed to be conducted, and at the end of the day, in each of the instances that I've shown you, the State struck the balance in favor of development. What we're not understanding from this Petition is what are these 11 Defendants accused of doing wrong following the issuance of this permit.

Now, the Louisiana Fifth Circuit Court of Appeal has specifically criticized the use of these generalized terms, like "violation of regulations," which are used without identifying which of a long list of particularized regulations a specific Defendant is accused of having violated.

In the *Roache versus Alpha Technical Services* case, which we've cited, for instance, on page five of Chevron's memorandum in support of this exception -- there are several cases cited on that page, page five -- a pleading was examined that,

like this one, was replete with very generalized language, but the allegations were not specific to any particular Defendant, and the Court of Appeal found that pleading to be vague and ambiguous in violation of Article 891, and it was no excuse in that case or in this that the oil company Defendants were accused of being liable in solido. Solidary liability was alleged. The Court dismissed the action without prejudice, and the facts there were strikingly similar to those here. It was contamination of land over a period of decades by various oil field related companies brought by plaintiffs who lived in the vicinity of the land at issue against a group of dozens of defendants.

And we cited several other cases that were similar, and we attached to our brief, our memorandum in support of this exception, the orders that came out in those cases. In, for instance, the *Alford versus Chevron* case, Judge Clement of the 25th Judicial District Court found a similar petition that attached a laundry list of exhibits to be vague and ambiguous precisely because it, quote, "Asserted causes of action against defendants collectively without differentiating the factual basis of the allegations against each defendant individually." And the facts there were strikingly similar. There

were operators of land alleged to have been contaminated, and the court ordered them to amend and set forth specific individualized allegations for each defendant, and that's what we're asking for here, Your Honor.

There are several other cases. The *Devillier* case and the *Conner versus Adams Resources* case, which we've attached to our brief, as well, and ruled similarly on strikingly similar petitions.

But another reason, Your Honor, just quickly and I'll move on, that we need to know which activities are at issue is because we see in the public permit files that are referenced in this laundry list extensive back and forth with the actual landowners of the property who were notified of many of these projects. They were provided an opportunity to object to the projects, and if we knew even one activity that is at issue and alleged to be unlawful in this case, we could respond with those defenses where appropriate.

But, Your Honor, in digging into this Petition as we have, and in digging into the files that are attached and referenced in it, it becomes quite clear how it came to be drafted the way it was, because the Petition borrows its background section from a different lawsuit. The background section to this Petition literally cuts and pastes around 22

paragraphs from a separate lawsuit. You see it referenced in Paragraph 15 of the Petition. It's the previously filed *Parish of Jefferson versus Chevron USA Holdings* case. There are 22 paragraphs from that petition pasted into this Petition followed by this language: Based upon the foregoing findings by the Parish of Jefferson, particularly defendants' activities in the two fields at issue here, the plaintiffs herein allege upon information and belief.

Now, those findings that are referenced in Paragraph 16 of this Petition were actually just allegations that were raised in the *Jefferson Parish versus Chevron* case, which is currently pending before Judge Faulkner, Your Honor, in Division P. No one has made any findings in that case, and no findings were made by the Louisiana Department of Natural Resources, or any other agency, before that case was filed. That lawsuit is currently, just so Your Honor is aware, stayed by agreement of the parties to that case in order to allow Judge Enright in Division M --

THE COURT:

N.

MS. WHITE:

-- to rule first in a different case filed by Jefferson Parish -- that's the *Jefferson Parish versus ARCO* case -- to

allow him to rule on threshold legal questions in that case, including vagueness and ambiguity. Four other judges, in fact, who have been assigned cases filed by Jefferson Parish that are similar, are holding off on addressing the issues in those cases until Judge Enright has an opportunity to rule in the case before him.

But these Plaintiffs, who are private landowners, want to, essentially, jump ahead of that litigation, and they want to jump ahead of the litigation they were piggybacking off of without providing notice to any of the 11 Defendants in this room of the material facts that are at issue in this lawsuit, and the Louisiana Code of Civil Procedure simply doesn't allow that, Your Honor. And that would be true even if it weren't the case that now five judges in Jefferson Parish have worked out a procedure for addressing the allegations raised in the Jefferson Parish litigation, which these Plaintiffs are attempting to get out ahead of.

The Louisiana Code of Civil Procedure Article 891 requires a concise statement not just of the causes of action but of the material facts of the transaction or occurrence that is the subject matter of the litigation, and because this pleading does not identify even a single activity of

any of the 11 Defendants, that these Defendants are specifically individually accused of having done unlawfully, we would ask the Court to grant the exception of vagueness and ambiguity.

And before I hand over the podium to one of my colleagues, I did take a stab at a proposed order that would make very clear how limited the relief is that we're seeking in this case.

And if I could approach, Your Honor?

THE COURT:

Have you shared that with opposing counsel?

MS. WHITE:

Yes, Your Honor.

THE COURT:

Thank you.

MS. WHITE:

And what we've attempted to do in this order is simply identify the three items of information that we're asking for the Plaintiffs should provide with respect to each Defendant separately. First, a description of each allegedly unlawful activity, including the date and location of the activity, something that tells us what we're accused of doing wrong. Second, each permit alleged to have been actually violated, not just a list of every permit granted to anyone in the field over the past three decades, but each permit

alleged to have been violated with a precise description of what was the violation. And then, third, for each permit or activity identified, the damage that's alleged to have been caused.

And that's our request, Your Honor.

THE COURT:

All right, thank you.

Exhibit C contains a list of 275 permits; is that right?

MS. WHITE:

That's right, Your Honor; I believe that's right.

MR. McNEAL:

Good morning, Your Honor.

THE COURT:

Good morning.

MR. McNEAL:

May I proceed?

THE COURT:

You may.

MR. McNEAL:

It's Robert McNeal on behalf of Exxon Mobil. Your Honor, I just want to talk to you about the Petitions' claims against Exxon Mobil, so, obviously, in the vagueness exception, where you start with is the Petition, and in this case this Petition, itself, only mentions Exxon twice, once in the caption and then once in the paragraph that lists all of the Defendants. That's Paragraph 9. Nowhere

else is there a specific reference to Exxon at all.

The Petition doesn't identify anything that Exxon specifically did that caused any of the damage alleged by the Plaintiffs, and all it does is, in one of the exhibits, which is Exhibit B, which is a list of wells, it identifies nine historic Exxon Mobil wells from back in the 1950's. So these -- the wells -- and I'd point out, Your Honor, that all the wells -- and if I can approach, Your Honor, this is a copy of Exhibit 2 to the affidavit we submitted from a landman, which was attached as Exhibit 3 to our memorandum.

May I approach?

THE COURT:

You may.

MR. McNEAL:

Your Honor, what this demonstrates is that the wells that Exxon had back in the 50's were located at least a mile and sometimes several miles away from the Plaintiffs' property, and so it's kind of hard to look at this Petition and say that Exxon did something that damaged the Plaintiffs' property based on the allegations that exist.

Now, you just heard a long explanation of these permits. There's no permit that's alleged to be issued to any Exxon Mobil entity in the exhibit that attached

-- attaches the permits at issue.

THE COURT:

Well, I'm not sure about any entities. I've reviewed the list of permits, and I did not see Exxon mentioned.

MR. McNEAL:

Yeah, they're not there, and this case is premised upon violations of permits. The underlying lawsuit that they've piggybacked onto is premised on the notion that coastal use permits were violated. I'm sure you'll hear, well, there's unpermitted activities. Well, okay, but this Petition does not identify a single unpermitted activity that Exxon Mobil did that somehow is directly linked to damage on the Plaintiffs' property.

So, Judge, I mean, real simply, these allegations don't satisfy Article 891, and the allegations against Exxon are vague and ambiguous and either should be dismissed or fixed.

I know it's just hornbook law. The Petition has to state clearly and concisely the material facts that are the basis for a claim against a defendant. I mean, put another way, a petition's supposed to tell a defendant why it's in the lawsuit and it did that resulted in it getting sued. In this case all we have, Your Honor, is an allegation that some wells existed that were drilled in the 50's that

are miles from the Plaintiffs' property. That's not enough.

And when a petition makes an allegation against multiple defendants like happened here, the rule isn't waived. In fact, you know, the case law we cited to Your Honor states that each defendant should be told exactly what it individually did that resulted in it being sued and what the basis is for the claim against it.

So I'll just say at this point, Judge, no one has any idea of what Exxon specifically did that in any way caused damage on the Plaintiffs' property based on this Petition. There's really no way to validly defend this case based upon the allegations as they exist, and under the law the Petition is, therefore, vague and ambiguous as to my client, and the exception ought to be granted on that respect.

There's a couple of points that I think you'll probably hear, and I just want to touch base on them briefly. One argument you're going to hear, because it was raised, is the vagueness exception doesn't apply because the Plaintiffs are going to use discovery to try and find out what my client did and why it should be sued. Well, that's exactly the opposite of the purpose of 891. You're supposed to tell people why you sued them, and then you can

frame your discovery based on reasonable factual allegations of what was done.

And, furthermore, Plaintiffs are supposed to know the reason why he's sued a defendant before he files a lawsuit, not file a lawsuit and then try to find a way to make the case. I mean, a defendant should never be required to have to go through discovery because a plaintiff doesn't know why he sued them in the first place. That's just not right, and that's not consistent with the law, Your Honor, so we don't think that argument makes sense.

And the second argument, as you've heard previously, is that somehow the Plaintiffs are allowed to get around the vagueness problem by alleging all these 11 Defendants are solidarily liable. But if you look at the allegations, Your Honor, you got wells that date from the 50's to recently. You got 11 Defendants. There's no allegation that says that any of these Defendants have any particular relationship or engaged in any kind of joint operation or did anything that somehow makes them solidarily liable.

So I'd respectfully submit that what's being argued to you is that the Plaintiff is attempting to use a legal argument of solidarity to circumvent the requirement that they provide the legitimate factual basis that supports a solidarity claim,

solidarity liability claim.

So, Your Honor, we submit that based upon the allegations in the Petition, the claims against my client are certainly vague and ambiguous, and the exceptions should be maintained, and the claim should either be dismissed, or, alternatively, the Plaintiffs should be required to state specifically the who, what, where, when and why the allegations against my client that resulted in this lawsuit being filed against him.

THE COURT:

Thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. JARRETT:

Good morning, Your Honor, my name is Keith Jarrett. I represent Shell Oil Company.

THE COURT:

Good morning.

MR. JARRETT:

May I proceed?

THE COURT:

You may.

MR. JARRETT:

Your Honor, I appreciate counsel for Chevron going first. She carried the heavy water to explain what this lawsuit's about, and counsel for Exxon explained the situation, particularly, its client. I'm

going to talk about Shell and what's alleged against Shell.

I think we all know that Article 891 governs this exception, and 891 requires a specific pleading of material facts, but what's material? Well, the Code of Civil Procedure tells us what's material. In Article 860 the Code says, "For the purpose of testing the sufficiency of a pleading, allegations of time and place are material," and that's precisely what's missing from this Petition.

For Shell, like Exxon, we're mentioned in the title, and we're mentioned in the name of parties being sued. But other than that, you won't find our name anywhere. You'll find it in Exhibit B, the exhibit that lists the wells, and they list five wells for Shell. You won't find Shell listed in Exhibit C, which lists the permits.

I know that's the subject of a separate exception, here, today, Your Honor, on whether a no cause of action for Shell because there are no permits listed with Shell's name on it, and there's a reason for that. The reason Shell's not listed is because Shell didn't have any permits. That permitting procedure only became effective in 1980. The five wells that Shell are sued on, Your Honor, were drilled in 1940, before anyone in this courtroom

was born, and in the 1950's.

This is a blowup, Your Honor, if I may approach? I have -- Shell filed -- may I, Your Honor?

THE COURT:

Counsel, have you seen these documents?

MR. JARRETT:

This is the exhibit they already have.

THE COURT:

You may.

MR. JARRETT:

Your Honor, this is the -- this is the affidavit of a land management deal that was attached as an exhibit to Shell's exception, and what I have flagged is the very map that I'm holding up here, and the reason that map is significant, Your Honor, if I may, you will see that the Plaintiffs' property, here, south -- south of Lafitte, just west of Myrtle Grove, involves two oil and gas deals, but Shell's wells are not on the property. Indeed, Shell's wells, four of the five, are over three miles away from their property. This well that they've brought suit over was drilled in 1940. These other wells, all five of them, were drilled in the 50's.

When you test the sufficiency of a petition, it's not a one size fits all analysis. Consider this, Your Honor, suppose a homeowner was suing a plumber for bad work. If the plumber did the work

the week before, what might suffice for the material facts in a petition would be one thing, but if the work was done 50 years ago some more precision would need to be included in the petition to alert the plumber why he was being sued. But if you're like Shell, and you did the plumbing work three blocks away, I submit that the allegations need to be much more precise.

These lawsuits, these legacy-type lawsuits that the Court's heard about, I'm sure they're very expensive. They're very time consuming. They're very labor intensive. Shell doesn't want to be in the case at all and certainly doesn't want to be in the case when the allegations are so imprecise as to require it to defend a lawsuit that it doesn't even know what it's accused of doing. There's been no allegation of a coastal use permit. Our wells are three miles away. We need more than -- we need more than that.

We would ask that the Petition be amended, if they can, or dismissed.

And, Your Honor, with that, I'd like to offer that exhibit to be filed in the record. I believe it's been submitted. There's been no objection made.

MR. PALERMO:

No objection.

THE COURT:

Very well. So ordered.

MR. JARRETT:

Thank you, Your Honor, and that's all for Shell.

THE COURT:

Great, thank you.

We can mark it Shell No.1.

MR. McNEAL:

Your Honor, likewise, just as cleanup, I'd like to offer the exhibit that was referenced during Exxon Mobil's argument.

MR. PALERMO:

No objection.

THE COURT:

As Exxon No. 1.

MS. SCHELL:

Good morning, Your Honor, I'm Leigh Ann Schell for LL&E.

THE COURT:

Good morning.

MS. SCHELL:

Moving down the line has a benefit of allowing me to be even more brief as I talk about the specific situation related to LL&E in this case.

Your Honor, this case, the Borne matter, has been pending for a couple of years, maybe as many as three, but, yet, in opposition to LL&E's exception of vagueness, all that was offered by the Plaintiffs is this: That LL&E operated nine wells on or near its property, and that LL&E obtained seven coastal use

permits.

Operating wells and obtaining permits is not actionable under Louisiana law as a basis for any tort claim. There are no allegations other than those, whatsoever, contained in either the Petition or even offered all these years later in opposition to the exception of vagueness.

Furthermore, if the Plaintiffs did even a cursory review of the publicly available information on the DNR's website that Ms. White showed the Court earlier, it's not reflected in any of these pleadings because while they allege that LL&E operated nine wells, a quick review will show that three of those wells were never drilled, so it didn't actually operate nine wells at all.

More needs to be done by the Plaintiffs to get past the requirements of the Civil Code, and the Fifth Circuit has already told us that what we have here is just not enough, so I'll conclude by referencing the Roache case, that those before me have referenced, by saying there the court, plain and simply, said allegations against multiple defendants that are broad in scope, without any specificity, that involve a large area of property over many years, are simply not enough to get over the hurdle.

And so, finally, I just wanted to offer

and introduce into evidence the affidavit of Jim Diehl that was submitted with our original exception of vagueness, and it shows that the LL&E drilling is over four miles away on LL&E's own property, far and apart from the Plaintiffs' land.

So with that said, Judge, we'd just like to ask again that the Court grant the exception of vagueness.

THE COURT:

Thank you.

Anyone else?

MS. WHEELER:

Your Honor, Beth Wheeler for Stone Energy Corporation, and, so as not to be redundant, I just would like to adopt the arguments that have been made previously by Chevron, Exxon, Shell and LL&E. There are no particularized allegations against Stone Energy in this Petition. All there are are the en masse global allegations against all Defendants other than listing us in some exhibits that we were associated with wells and permits, but not necessarily what we did wrong with respect to those activities.

And for that reason, we would ask that the exception of vagueness and ambiguity be granted.

THE COURT:

Thank you.

MR. ARCENEAUX:

Since everybody's coming up, Your

Honor, George Arceneaux for Atlantic Richfield and BP America Production Company, and, for the same reasons stated by Ms. Wheeler, I would say the same on behalf of my clients as to whom predecessor -- only five predecessor wells are identified. No specific allegations are set forth, and there are no assertions with respect to coastal use permits.

And with respect to the other arguments, the fact that I may not stand up and echo what everyone else says, Your Honor, I will adopt the arguments made on behalf of other Defendants where appropriate.

Thank you.

THE COURT:

Thank you, Mr. Arceneaux.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company. We would also adopt the arguments of the other Defendants. I don't want to be redundant. They covered everything that we would of said. We align most closely with Chevron in that we were mentioned as having wells and coastal use permits, but, again, there are no specific allegations against Hilcorp as far as which of the wells or which of the coastal use permits are alleged to be the basis of the claims in this lawsuit.

So we would also move that the -- ask

that the Court grant the exception of vagueness, please?

THE COURT:

Thank you, Ms. Meeks.

MS. RANSOM:

Good morning, Your Honor, I'm Kelly Ransom on behalf of BEPCO and BOPCO. Like Shell and Exxon, BEPCO and BOPCO have not been identified as ever having held any coastal use permits. The only place we're identified is in the caption and as a named Defendant.

There are four wells identified in Exhibit B to the Petition, and those wells date back to being drilled in the 1950's. Three were dry holes. Only one produced, and it was plugged and abandoned in 1997, well before coastal use permits were required.

We also adopt the -- BEPCO and BOPCO also adopt the arguments of the other Defendants. I just want to point out to the Court that, like Shell and Exxon, we have no coastal use permits.

THE COURT:

Thank you.

MR. PALERMO:

Good morning, Your Honor, Rock Palermo.

THE COURT:

Good morning, Mr. Palermo.

MR. PALERMO:

Every lawyer that has come up here has

been able to tell you when they were near our property -- our clients' property and what they were doing near our clients' property, on our clients' property. There's no special rules for oil and gas cases in the Code of Civil Procedure. It has the same rules as like the med-mal case that you had earlier, and so you can imagine the typical med-mal pleading where the plaintiff may undergo surgery, has a long list of medical care, a variety of health care providers, and basically says I was under the defendants' care, they provided health care to me, they deviated from the applicable standard of care, it caused me damage, and, for the most part, that pleading would be okay. It listed the time frame of -- or healthcare, it listed, you know, the surgeries that they had, et cetera.

So, you know, in this case, you know, the Plaintiffs are co-owners of three contiguous tracts in Jefferson and Plaquemines Parish and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields. There was 1,340 wells drilled, hundreds of canals dredged. It changed the hydrology. You've been provided Exhibit 2, and a few of the lawyers came up and used this exhibit, and they showed you where their wells were drilled. Well, it doesn't take even a fifth grade science pupil to

see the maze of canals that are dredged that were used by these different oil companies to access these wells. That's just one example.

If you see a straight line on Exhibit 2, that's a human. God doesn't make straight lines. So all these straight lines, those were human interventions in this sensitive wetland, and that's all pled. You know, it's pled, and while it doesn't say Shell did this canal that caused this particular -- contributed to this damage, that's what it says. I mean, Exhibit 2 is a great illustration of a picture's worth a thousand words. And while we have probably more than a thousand words in our Petition, we have, you know, numerous pages. We have the coastal use permits, we have the maps and the tables in Exhibit 3 of our Petition, so we say where you were, when you were there, and what you were doing.

The specificity and scope of each Defendants' individual impact will be dependent on experts, just like it would be in a med-mal case as to whether it was a cut artery, or improper anesthesia, or a combination of all those things. An expert's going to talk about how the impacts -- the oil and gas well perhaps caused subsidence, the canal that was dredged to access it contributed to the

slicing and dicing of the sensitive wetland that is all near our Plaintiffs' property that caused this land loss, and they'll show satellite photographs. These men and women who defend these cases know very well what the case is about and what they will have to defend.

Your Honor is not the first Judge that has had this exception of vagueness, so in Exhibit A we listed the judgments of other district courts that denied vagueness on very similar grounds, if not the same. We have an Exhibit B, the transcript from the *Shirley Britt versus Riceland Petroleum* case, the August 24th (sic) hearing in Jefferson Davis -- Jefferson Davis Parish. We have Exhibit C, the writ by the Third Circuit in *Robert Reeds versus BP American Production*.

So this is not the first rodeo in these cases. They're all similar. Coastal land loss -- it's a coastal land loss case that gives -- you know, these permits and these oil and gas well files that you have here, I suspect if we didn't have that evidence we may have heard today that the Plaintiffs can offer no proof or evidence that they were even there. So these documents are here, and you heard counsel saying that, you know, there's communications with the clients or the landowner about certain things that they -- you know, the canal is

okay, or whatever it said. You know, that's summary judgment evidence, and a lot of the argument you heard today, you know, may be good summary judgment argument, but it's not a good argument for an exception of vagueness.

We're governed by Article 891 which only requires, as you know, that the Petition contain a short, clear, and concise statement of all cause of action arising out of and the material facts of the transaction or occurrence be the subject part of the litigation. Justice Tate, it's kind of hornbook law, said that the defendant is not entitled through the exception of vagueness to require exactitude and detail of pleading beyond those necessary to give notice of the nature of the Plaintiffs' claims. That's what discovery is for in the med-mal case, in the other multi-defendant case.

We've pled and these lawyers and the Defendants know exactly what this case is about and what they will need to defend, what experts will be required, and what our cause of action are because we pled those.

I'll go through some of the specifics in our first supplementing Petition. In pages 11, 12 and 13, we talk about the drilling, the dredging, the restoration obligation, and the -- the Coastal Management Act requires restoration.

719(M) requires that land be revegetated, detoxified, and otherwise restored to their original condition. So those allegations, those cause of action are pled.

The Code of Civil Procedure does not, as I said, does not have a special rule for these coastal land loss cases or for oil and gas cases that say you got to show this defendant did exactly this activity, whether it was dredging or whether it was drilling an oil and gas well, that caused subsidence that then caused this particular land to lose, you know, its integrity, and then cause my land to suffer due to potential for land loss, subsidence, and those things.

So that's not a requirement, and they do this in every case. I mean, this is nothing new, and you may have had this before in a legacy case, and the cases proceed, and they go to trial, and there's summary judgments perhaps where a plaintiff is unable to prove, and that's what the summary judgment's for. But it's not appropriate at this stage, especially given what we pled, to sustain an exception of vagueness.

I'll be happy to answer Your Honor's question on any particular area, but it's important that, you know, we have the Jefferson Parish Petition, and there's no -- there's no rule prohibiting us from

adopting it and putting it in our Petition. They may not like it, but it's certainly appropriate, and we did it.

No one has come to us and said that they have complied with their ongoing obligations, and -- 'cause that's a -- that's a requirement. Now, they say that we just have the permits, but there's an ongoing obligation with those permits. They may tell you they didn't have a permit. Well, you know, that may be an issue or it may be before permits were required, but there's still a reasonableness that is required.

And there may be other documents -- their own documents that say, look, we know when we put in this canal it's going to cause wetland loss, but, you know, we're here to look for oil and gas, that's what we have to do. So those kind of documents are in -- we can obtain during discovery.

The Petition on the four corners is appropriate, and, again, I'll be happy to answer Your Honor's questions.

THE COURT:

Thank you, Mr. Palermo.

Any response from any Defense counsel?

MS. WHITE:

I'll be very brief, Your Honor.

THE COURT:

Okay.

MS. WHITE:

I believe Mr. Palermo stated my argument for me when he said there's no special rules applicable to oil and gas cases. Just like it's not appropriate to plead in any case, it's not appropriate in an oil and gas case to simply plead *you did* oil and gas work somewhere within a 200 square mile radius over the past several decades or more. And that simply doesn't meet Article 891 of the Code of Civil Procedure, and you heard very clearly that there will be an attempt to shift the burden to the Defendants to disprove it. You heard Mr. Palermo say *no one's come to us and said that they complied with all of their permits*. That is not the way that the system is supposed to work.

We are entitled to know what are the permits we're accused of violating, what are the conditions of that permit, and simply holding up a map and showing that oil and gas work was done on one of two fields over the past half century does not state an allegation, state a claim even, for negligence, nuisance, breach of contract, strict liability, public and private nuisance against 11 Defendants under these circumstances or any other. Just like it wouldn't be appropriate to sue Your Honor and claim that you violate red lights, and the evidence of that is you drive cars, it is not appropriate in this

case to sue 11 Defendants claiming simply that the evidence supporting -- showing the factual basis of this claim is that they did work in this area.

And we would ask, again, Your Honor, to grant the exception of vagueness.

Thank you, Your Honor.

MR. PALERMO:

Your Honor, before I forget, while somebody else is coming up, we offer, file and introduce the exhibits attached to our opposition to their exception.

THE COURT:

Any objections?

(Defense Counsel Respond Negatively)

Thank you. Thank you. They're admitted for the purpose of the hearing.

MR. JARRETT:

Your Honor, Keith Jarrett for Shell.

THE COURT:

Yes.

MR. JARRETT:

A quick point, Mr. Palermo pointed out that other courts have considered vagueness exceptions, and they cite some that go their way, and we cite some that go our way, and the point is it depends, and it -- whether the Petition suffices depends. It depends on what's being alleged.

You cannot in this case -- the allegations for someone who's been gone from -- not even on the property, from off

the property, like Shell, 60 years, I don't have anybody in the company who was around when those wells were drilled. I'm entitled to know -- my client's entitled to know what they did wrong, allegedly, so we can try to figure out how to defend it, and it's not sufficient. We're not a one size fits all package. In this situation, more is required.

THE COURT:

Mr. McNeal?

MR. McNEAL:

Yes, Your Honor, very briefly.

Your Honor, an analogy was made to you about a med-mal case, but the med-mal case that you would have before you is that the Plaintiff here has sued all the doctors at Ochsner, and, in my clients' case, the doctors at West Jeff because, you see, nothing has been addressed to Your Honor about how activities that occurred 50 years ago, that were done with wells, that have nothing to do with the permits that are at issue in this case, are somehow related to the damage.

And, Your Honor, I also dispute the fact that the lawyers in this case, and what they may know, which, frankly, I will tell you, I don't know what they're alleging, I don't, that somehow that knowledge of some lawyer can somehow transcend the obligation to plead your case

properly when you file your petition, and, ultimately, Your Honor, it's the Petition, itself, that determines whether the vagueness exception is valid or not. And the idea that you can somehow discovery yourself into an allegation, we would submit to the Court is just contrary to the Code of Civil Procedure.

Thank you.

THE COURT:

Anyone else?

MR. PALERMO:

Your Honor, briefly, just to address Mr. McNeal and Mr. Jarrett's issue, if I may?

THE COURT:

You may, although it's their exception. They'll get to talk last.

MR. PALERMO:

As far as alleging things that were before the permit, as Mr. Jarrett suggested, in our Petition we list failure to follow the standard of care under the regulatory structure; two, failure to follow the expressed or implied obligations under the coastal use permit -- coastal use permits. He says that doesn't apply to him because he was before the permit. Three, failure to use reasonably prudent operational techniques. That applies to everybody. Four, failure to prevent --

THE COURT:

But they're saying is by doing what?

MR. PALERMO:

Back to the doctor, you know, it may be an expert that decides he failed to clamp an artery in that -- under an appropriate standard of care. At the petition stage, that's not required. We say what their operations were. They drilled, they dredged, they operated, and that causes coastal land loss either by subsidence, other theories.

So we know what -- we suggest what they caused, and we list what acts of negligence or violations that contributed to it. That's all we have to do at this stage. There's not a -- there's not a special rule to say you got to say that they failed to clamp the artery at the proper place at the appropriate time. It's not required. So it's easy to say that and suggest that we should know that, but it's not required under the Code of Civil Procedure.

I'll stop.

THE COURT:

Mr. McNeal, Mr. Jarrett, any response?

MR. JARRETT:

Nothing from Shell, Your Honor.

MR. McNEAL:

No, Your Honor.

THE COURT:

All right, thank you.

Certainly, this is a complicated matter with a number of allegations made against a number of Defendants. The Court does believe that Article 891 does require more specificity with regard to the particular Defendants, and the Court does grant the Motion.

The Court would allow Plaintiffs time to amend because of the number of Defendants involved and the complications. How much time you think you would need?

MR. PALERMO:

Your Honor, 60 days.

THE COURT:

I'll give you 90 days.

MR. PALERMO:

And during that 90 days, are we able to conduct discovery on that -- those issues?

THE COURT:

That's not the purpose of the Court granting you the 90 days.

MR. PALERMO:

Understood. We're just not -- we're not prohibited in conducting discovery, I would suspect?

THE COURT:

Let me hear from Defense counsel. I'm hearing -- they're all shaking their heads, yeah, you're prohibited.

MR. JARRETT:

Your Honor, Keith Jarrett with Shell. I think the point was made through other

counsel that the Court, the Supreme Court and others, have specifically said you don't use discovery to cure deficiencies in the Petition.

THE COURT:

You're correct on that point.

You need to do whatever investigation you can do on your own to amend your Petition and correct the situation which the Court believes exists.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

All right. And who's going to prepare the judgment on behalf of the 11 Defendants?

MR. McNEAL:

I will, Your Honor.

THE COURT:

All right, thank you.

MR. PHILLIPS:

Your Honor, Mike Phillips for Chevron. There were other exceptions set today, but, given your ruling, those shall be deferred?

THE COURT:

Yeah, I think that would be appropriate. We don't know what that amended and supplemental petition would look like. It may or may not cure some of the issues which counsel have with the pleadings.

MR. PHILLIPS:

Thank you, Your Honor.

THE COURT:

Is everybody onboard with that?

(Counsel respond affirmatively)

Okay, real good.

MR. McNEAL:

Your Honor, just one other issue. Could I offer into evidence the exhibits that were attached to our Memorandum in Support of the --

MR. PALERMO:

No objection.

THE COURT:

Certainly, certainly, for the purpose of this hearing, and let's talk about what they are. The clerk needs to know for the record which particular exhibits you're offering.

MR. McNEAL:

Your Honor, the first is the -- is Exhibit 1, Petition for Damages to the Jefferson Parish Coastal Zone, which was filed in Docket No. 732-769.

THE COURT:

All right. We already had marked Exxon Exhibit 1, which was a map.

MR. McNEAL:

All right. We could mark that as Exhibit 2.

THE COURT:

Okay.

MR. McNEAL:

These are just -- these are as attached to the Memorandum.

THE COURT:

Okay, great.

MR. McNEAL:

Would it be better if we -- if --

THE COURT:

We'll mark the map with a different number when we get to it.

MR. McNEAL:

Okay. Your Honor, there's a reply memorandum of plaintiffs in the Parish of Jefferson versus Chevron USA Holdings in Civil Action No. 2:136738 from the United States Court for the Eastern District of Louisiana.

Exhibit 3 is the affidavit of James Diehl, D-I-E-H-L, and attached exhibits. And, Your Honor, that will include the exhibit which I used during argument.

THE COURT:

The map?

MR. McNEAL:

Yes, Your Honor.

THE COURT:

All right, the map will be a part of Exxon Exhibit 3.

MR. McNEAL:

And it also includes the various well records relating to the age of the wells that were alleged in the Petition.

The next exhibit, 4, are reasons for

judgment in Alford, A-L-F-O-R-D, versus Chevron in Case No. 60-483, from the 25th Judicial District Court.

And then, Your Honor, there's a transcript from Conner versus Adams Resources from February 26th, 2014, from the 31st Judicial District Court.

That's it, Your Honor.

THE COURT:

All right, thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

Thank you, Counsel.

* * *

REPORTER'S PAGE

I, DONNA McSTAY, Certified Court Reporter in and for the State of Louisiana, the officer, as defined in Rule 28 of the Federal Rules of Civil Procedure and/or Article 1434(B) of the Louisiana Code of Civil Procedure, before whom this proceeding was taken, do hereby state on the Record:

That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceeding, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript;

That any words and/or names which could to be verified through reference material have been denoted with the phrase "(spelled phonetically)."

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

REPORTER'S CERTIFICATE

I, DONNA McSTAY, CCR, CDR, OCR, Certified Court Reporter, Certified Digital Reporter, Official Court Reporter, in and for the State of Louisiana, employed as an official court reporter for the Twenty-Fourth Judicial District Court, Parish of Jefferson, State of Louisiana, as the officer before whom the above proceedings were taken, do hereby certify that the above and foregoing was reported by me in the digital reporting method, was prepared and transcribed by me or under my direction and supervision, and is a true and correct transcript to the best of my ability and understanding, that the transcript has been prepared in compliance with the transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana, and that I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

Signed this 16th day of February, 2017.

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

THE PARISH OF PLAQUEMINES	**CIVIL ACTION: 2:13-cv-06693-JCZ-JCW**
VERSUS	**JUDGE ZAINEY**
TOTAL PETROCHEMICALS & REFINING USA, INC., ET AL.	**MAGISTRATE JUDGE WILKINSON**

REPLY MEMORANDUM OF PLAINTIFFS

I. THERE IS NO OCSLA JURISDICTION

A. § 1349(b)(1) JURISDICTION REQUIRES THAT ACTIVITIES CAUSING THE COMPLAINED OF DAMAGE OCCUR ON THE OCS

Defendants allege removal jurisdiction under 43 U.S.C. § 1349 (b)(1), which provides:

> (1) Except as provided in subsection (c) of this section, the district courts of the United States shall have jurisdiction of cases and controversies arising out of, or in connection with (A) any operation conducted on the outer Continental Shelf which involves exploration, development, or production of the minerals, of the subsoil and seabed of the outer Continental Shelf, or which involves rights to such minerals, . . . [1]

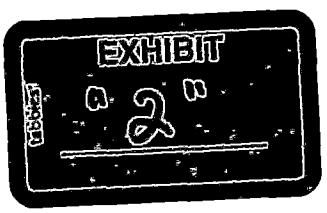
This statutory text supports jurisdiction only when a complaint is based on an "**operation conducted on the outer Continental Shelf** which involves exploration, development, or production of the minerals." (emphasis added) None of the "operations" at issue here were "conducted on the outer Continental Shelf," as all of the statutory, regulatory and permit violations alleged in the complaint resulted solely from operations conducted entirely within the Louisiana coastal zone.

In *Tenn. Gas Pipeline*, the Fifth Circuit noted that the "OCSLA was intended to apply to the full range of disputes that might occur **on the OCS**."[2] Recently, the Fifth Circuit in *In re Deepwater Horizon* adopted the following two step inquiry for the determination of § 1349(b)(1) jurisdiction:

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[1] 43 U.S.C.A. § 1349 (West).
[2] *Tennessee Gas Pipeline v. Houston Cas. Ins. Co.*, 87 F.3d 150, 154 (5th Cir. 1996).

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in § 1441(b)."[72]

Second, the legislative history of the Clarification Act makes clear that it is just what its title implies, a clarification act. Respecting the change to § 1441(b), here is what H.R. Rep. 112-10, 2011 WL 484052 at * 12 says:

> Proposed paragraph 1441(b)(2) restates the substance of the last sentence of current subsection 1441(b), which relates only to diversity.

That's all it says. Perhaps it indicates that the 2011 Congress was unaware of (or unimpressed by) the reasoning of *Dutile*. But what it ***shows*** is that Congress was very far from thinking of doing any harm whatsoever to *Romero*.

Third, *Romero* inveighed against removal into admiralty in order to safeguard the tenet of federalism that secures state-court input into this country's general maritime law. In that interest, it thundered noisily against reading any statute in such a way as to conclude "that a revolutionary procedural change [has] undesignedly come to pass."[73] Using the accidental (and trivial) collision of *Dutile* with the maladroit 2011 "clarification" of § 1441(b) as a basis for establishing the free removability of state-court maritime cases would repudiate virtually everything *Romero* stands for.[74]

IV. ADMIRALTY *VEL NON*

Attached to the complaint is a listing of the *applied for* permits in the Operational Area. Nowhere in the complaint do the plaintiffs allege that all of these permits were violated. Some were

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[72] *Id.* at 62 (emphasis supplied).

[73] 358 U.S. at 369.

[74] Cases rejecting the Clarification Act argument include the Fifth Circuit's decision in *Barker* and the district court decisions in *Barry, Coronel, Speranza,* and *Stelly, supra. See also Freeman v. Phillips 66 Co.*, 2014 WL 1379786 (E.D. La. April 8, 2014) (Engelhart, J.) (expressing doubt about the correctness of the Clarification Act argument); *Perio v. Titan Maritime, LLC*, 2013 WL 5563711 (S.D. Tex. Oct. 8, 2013) (Lake, J.) (same). *See also* Badahur, *Maritime Removal: An Unlikely Heuristic for Anchoring Three Non-Textual Principles of Original Federal Jurisdiction*, 43 J. Mar. L. & Com. 195 (2012) (arguing at length that the Clarification Act did not alter the nonremovability principle of *Romero*).

applied for but never even issued.

The *Grubart* test[75]requires that "for admiralty jurisdiction, . . . both the location and the connection-to-maritime-activity tests must be satisfied."[76] With regard to the majority of dredging permits issued in this case and all of the alleged non-dredging statutory, regulatory and permit violations, the location test is not satisfied. With regard to all of the alleged violations of statutes, regulations, or permits, the connectivity test is not satisfied.

The location test requires a permit or regulatory violation to have occurred on navigable water or, for an injury suffered on land, to have been caused by a vessel on navigable water. "An artificial canal can constitute a navigable body of water, provided it is used as 'a highway for commerce between ports and places in different states'".[77] Most of the oilfield related dredging in Plaquemines Parish involved private access canals that were dredged for the purpose of conducting exploration and production activities. These private canals do not satisfy the location test, as they were either built on private property or on state land owned by the state in its capacity as a private person.[78] Defendants have not proven in their papers that the locality test is satisfied.

The connectivity test is not satisfied as to any of the alleged statutory, regulatory and permit violations. Relying on *Grubart*, defendants argue that the activity of dredging itself is sufficient to support maritime jurisdiction. In *Grubart,* the repair and maintenance work was done to improve a navigable river.[79] By contrast, in *In re Katrina Canal Breaches Litig.*,[80] the plaintiffs sought damages

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[75]*Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527, 534, 115 S.Ct. 1043, 130 L.Ed.2d 1024 (1995).

[76]*In re Katrina Canal Breaches Litig.*, 324 F. App'x 370, 376 (5th Cir. 2009).

[77]*Id.*, citing *In re Boyer,* 109 U.S. 629, 632, 3 S.Ct. 434, 27 L.Ed. 1056 (1884).

[78]*Vaughn v. Vermilion Corp.*, 444 U.S. 206, 207, 100 S. Ct. 399, 62 L. Ed. 2d 365 (1979); 2 *La. Civ. L. Treatise*, Property § 61 (4th ed.).

[79]*See Grubart,* 513 U.S. at 540, 115 S.Ct. 1043.

[80]324 F. App'x 370, 380 (5th Cir. 2009).

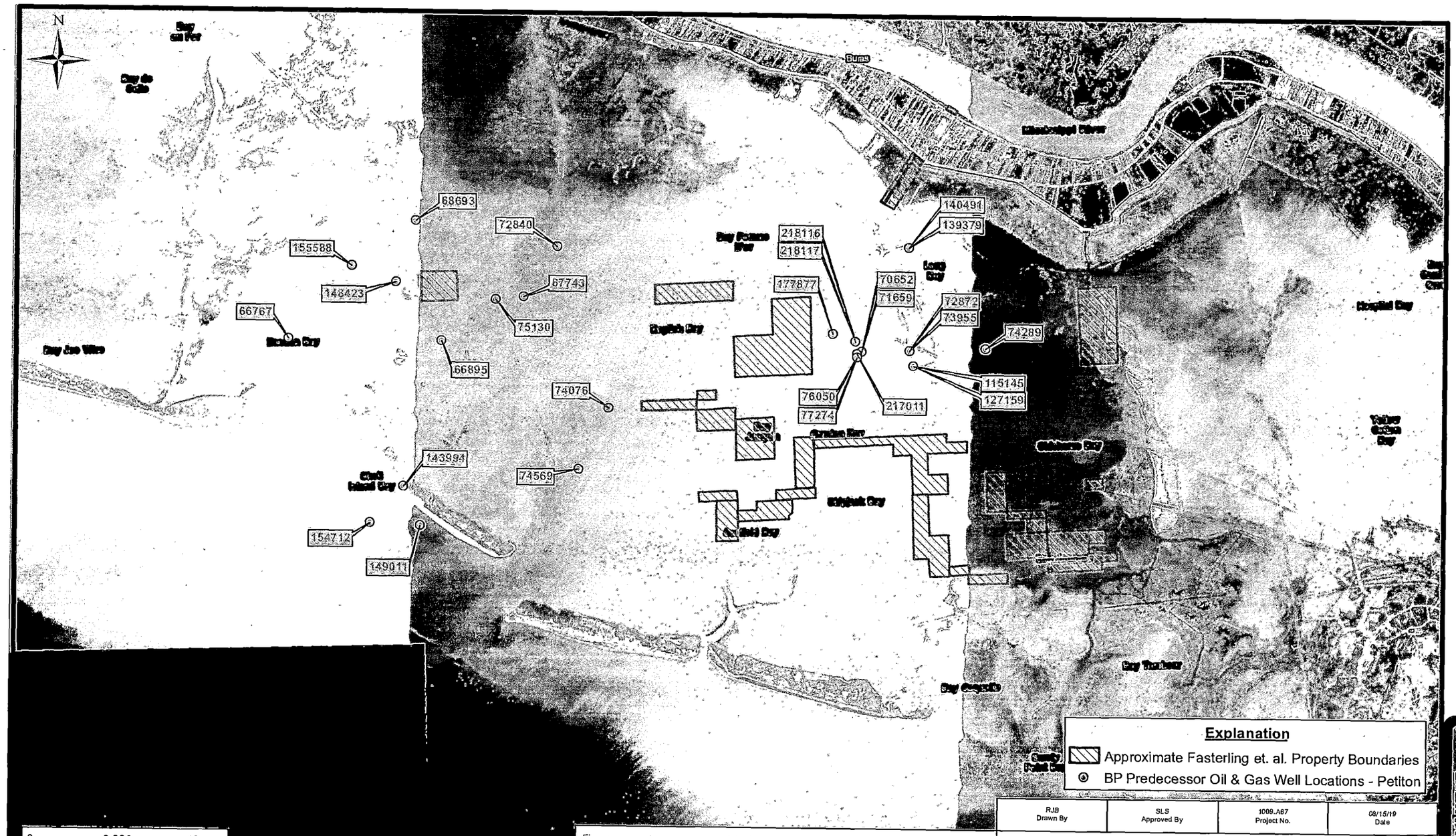


Figure. Site location map of the BP Predecessor oil & gas well locations in proximity to the Fasterling et. al. properties south of Buras, Plaquemines Parish, Louisiana. Base Map: 2017 NAIP Aerial

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Drawn By	Approved By	Project No.	Date

HYDRO-ENVIRONMENTAL TECHNOLOGY, INC.
ENVIRONMENTAL CONSULTANTS
620 Apollo Road
Scott, LA 70583
(337) 261-1963

EXHIBIT 2

Twenty-Fifth Judicial District Court

Parish of Plaquemines

State of Louisiana

Case Number: 60-986 Division: B

Plaquemines Parish Government

versus

Equitable Petroleum Corporation, Chevron U.S.A. Inc., Exxon Mobile Corporation, Helis Oil & Gas Company, LLC, Anadarko E&P Onshore, LLC, and Chevron Pipeline Company

and

Case Number: 60-996 Division: B

Plaquemines Parish Government

versus

Rozel Operating Company, ConocoPhillips Company, The Louisiana Land and Exploration Company LLC, Chevron U.S.A. Holdings Inc., Chevron U.S.A. Inc., The Texas Company, Apache Oil Corporation, Atlantic Richfield Company, and LLOG Exploration & Production Company, LLC

Wednesday, March 1, 2017
301 Main Street, Belle Chasse, Louisiana 70037

Honorable Judge Michael D. Clement

Bailiff Corey L. Buie

Minute Clerk Tara Boudreaux Ordoyne

Research Attorney Alison Roberts

Court Reporter Michele L. Lafrance

Appearances. . . . . .2 - 4

Witness List 5

Examination Index. 5

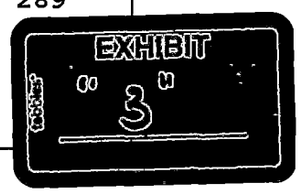
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cellular - (504) 316-0814 CourtReporterMichele@gmail.com
Post Office Box 117, Meraux, Louisiana 70075
301 Main Street, Belle Chasse, Louisiana 70037

Appearances

Representing Parish of Plaquemines:

Victor L. Marcello and Todd J. Wimberley
Talbot, Carmouche & Marcello
17405 Perkins Road
Baton Rouge, Louisiana 70810
telephone - (225) 400-9991
facsimile - (225) 448-2568
email - vmarcello@tcmlawfirm.net
email - twimberley@tcmlawfirm.net

and

Brandon J. Taylor
Cossich, Sumich, Parisola & Taylor, LLC
Suite 100
8397 Highway 23
Belle Chasse, Louisiana 70037-2648
telephone - (504) 394-9000
facsimile - (504) 394-9110
email - btaylor@cossichlaw.com

Representing the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary, Thomas F. Harris:

Megan Kathleen Terrell
Office of Governor John Bel Edwards
Governor's Office for Coastal Activities
Fourth Floor
900 North 3rd Street
Baton Rouge, Louisiana 70802
telephone - (225) 342-6952
email - megan.terrell2@la.gov

and

Representing the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary, Thomas F. Harris; and to some extent the Attorney General's Office:

Donald Wayne Price
Special Counsel
Louisiana Department of Natural Resources
617 North 3rd Street
Baton Rouge, Louisiana 70802
Post Office Box 94396
Baton Rouge, Louisiana 70804
telephone - (225) 342-4274
facsimile - (225) 342-4313
email - donald.price@la.gov

Appearances (continued)

Representing Rozel Operating Company:

Melissa L. Theriot
Neuner Pate
One Petroleum Center, Suite 200
1001 West Pinhook Road
Lafayette, Louisiana 70503
telephone - (337) 237-7000
facsimile - (337) 233-9450
email - mtheriot@neunerpate.com

In Rozel representing Chevron U.S.A. Inc., Chevron U.S.A. Holdings Inc., and The Texas Company:
and
In Equitable Representing Chevron U.S.A. Inc. and Chevron Pipeline Company:

Michael Raudon Phillips
Kean Miller LLP
First Bank and Trust Tower, Suite 3600
909 Poydras Street
New Orleans, Louisiana 70112
telephone - (504) 585-3050
MRP direct line - (504) 620-3343
facsimile - (504) 585-3051
email - mike.phillips@keanmiller.com

and

Mark A. Pivach
Pivach, Pivach, Hufft, Thriffiley & Dunbar, LLC
Suite 104
8311 Highway 23
Belle Chasse, Louisiana 70037
Post Office Box 7125
Belle Chasse, Louisiana 70037
telephone - (504) 394-1870
facsimile - (504) 394-2553
email - mpivach@pivachlaw.com

In Rozel case Representing Atlantic Richfield Company:

George Arceneaux III
Liskow & Lewis, APLC
822 Harding Street
Lafayette, Louisiana 70503
telephone - (337) 232-7424
facsimile - (337) 267-2399
email - garceneaux@liskow.com

Appearances (continued)

Representing Apache Oil Corporation and
LLOG Exploration and Production Company, LLC:

Douglas C. Longman, Jr.
Jones Walker LLP
Suite 1600
600 Jefferson Street
Lafayette, Louisiana 70501
telephone - (337) 593-7600
facsimile - (337) 593-7601
email - dlongman@joneswalker.com

Representing ExxonMobile Corporation:

Michael Patrick Cash
Liskow & Lewis, APLC
First City Tower, Suite 1800
1001 Fannin Street
Houston, Texas 77002-6756
telephone - (713) 651-2900
MPC telephone - (713) 651-2839
facsimile - (713) 651-2908
MPC facsimile - (713) 651-2939
email - mcash@liskow.com

and

Robert B. McNeal
Liskow and Lewis, APLC
One Shell Square, Suite 5000
701 Poydras Street
New Orleans, Louisiana 70139
telephone - (504) 556-4052
facsimile - (504) 556-4108
email - rbmcneal@liskow.com

and

Martin A. Stern
Adam and Reese LLP
One Shell Square, Suite 4500
701 Poydras Street
New Orleans, Louisiana 70139
telephone - (504) 585-0289
facsimile - (504) 566-0210
email - martin.stern@arlaw.com

articulate the most basic facts that result in the claims being asserted against them. And, so, as a result, Your Honor, we think that's an additional point that warrants having these petitions pled properly.

THE COURT:

Thank you, Mr. McNeal.

Anyone else on vagueness?

DOUGLAS C. LONGMAN, JR.:

Judge, very briefly.

Doug Longman. I represent LLOG and Apache in the Rozel suit.

And, for instance, in the Rozel suit, there are six permits listed against Apache. We pulled those permits; and they're for very generic matters, essentially either the repair of flow lines or the replacement of flow lines. There's -- there's no other mention of Apache in the lawsuit.

It's hard for me, as defense counsel for Apache, to figure out how the repair and replacement of flow lines led to some sort of claim against Apache. That's why we need specific allegations against Apache referencing whatever Apache did or didn't do.

Thank you.

THE COURT:

Thank you.

Mr. Taylor, you're going to respond?

BRANDON J. TAYLOR:

Yes, Your Honor.

Brandon Taylor on behalf of the Parish.

Starting off, Your Honor, I think it's important to realize what a unique set of circumstances in case that this really is. And what we have here, from

my perspective, is an imbalance of information given the unique nature of this case. And what I mean by that, Judge, is this case is based primarily on the absence of permits, permits that were never applied for and retrieved by the defendants in question. So, by that very nature, we are looking at information that lies with the defendants, with their companies, that we cannot possibly have access to under the circumstances.

And what our petition did -- and I think that's been missed a little bit here today -- is not to sit and name every permit that we believe was violated. I don't think we allege that every permit cited was violated. But it was a means to look at each operational area -- in this case -- we have two cases here, separate areas in each case, one being 71 mi- -- square miles, one being 42 -- and to identify each coastal use permit that was applied for in that area and to couple that with a list of all of the wells that we knew were operated and maintained in that area.

That gives us a basis by which to work backwards and say, "Okay. If we've got these defendants with these wells and these permits that were actually applied for, then where are all the rest of these permits?" Why -- they should have gotten them. That's alleged in the petition. There are things that you need coastal use permits for, and they're all laid out. You have to have them when you start working mineral and gas wells. You have to have them when you start dredging in connection with those wells. You have to have them when you start having pits where you dump pollutants from those wells. And there -- a vast majority of the cases, those permits do not currently exist.

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 **DIV. "B"**

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

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REASONS FOR JUDGMENT

On November 8, 2013, the Parish of Plaquemines (Parish) filed twenty-one separate lawsuits against various oil companies who have in turn filed exceptions of vagueness, among other exceptions; and, the parties agreed to proceed on the exceptions in Case No. 60-986 and Case No. 60-996.[1] The State of Louisiana and the Louisiana Department of Natural Resources (LDNR) have intervened in these suits. The petitions in these suits differ as to the operational areas involved and the particular defendants alleged to be responsible. For the following reasons, the exceptions of vagueness are sustained, and the Parish is ordered to amend its petition to set forth specific, individualized allegations as to each defendant.

The petitions are divided into sections, with the first section identifying the parties and the second section titled "AREAL EXTENT OF COMPLAINED-OF OPERATIONS" which sets forth the operational area involved. The third section, comprised of Paragraphs 4-18, sets forth the jurisdiction and venue and the statutory and regulatory framework on which this litigation is based.

The fourth section contains factual allegations, which are set forth in

[1]These cases have not been consolidated. Case No. 60-986 involves the Black Bay operational area, and Case No. 60-996 involves the Bayou Gentilly operational area.

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EXHIBIT
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Paragraphs 19-35, and the petitions refer to the defendants as a group without any differentiation. The Parish also attached various documents to the petitions, which include maps of the operational area and lists of coastal use permits and the oil and gas wells operated by the defendants and their predecessors in interest.

The Parish bases its claims against the various defendants on La. R.S. 49:214.21 *et seq.*, known as the State and Local Coastal Resources Management Act of 1978 (SLCRMA). It alleges that the defendants' oil and gas operations violated SLCRMA and resulted in damage and land loss in the operational areas identified in the various petitions. The Parish prays that it be awarded damages and other appropriate relief for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone; ordering the payment of costs necessary to clear, re-vegetate, detoxify and otherwise restore the coastal zone as near as practicable to its original condition; and require actual restoration of the coastal zone.

The purpose of a dilatory exception of vagueness is to allow a defendant to be placed on notice of the cause of action being asserted and to prevent its re-litigation after judgment. Joseph v. Wasserman, 2016-0528 (La. App. 4 Cir. 12/7/16), 206 So.3d 970, 973; Smart v. Gold, Weems, Bruser, Sues and Rundell, 2006-1414 (La. App. 3 Cir. 4/4/07), 955 So.2d 263, 267. The exception does not permit the defendant to demand exactitude and detail beyond what is necessary for these purposes; and the exception will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to prepare a defense. Id.

The Parish pointed out that its petition was lacking in particulars as to each defendant individually because it lacked information with regard to acts of the

defendants for which they did not obtain permits and that such information would be in the hands of the various defendants. It would be unfair and inequitable to require the Parish to set forth more specific facts when pertinent information is in the possession of the defendants.

The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant. However, the Parish shall be given time to conduct discovery in order to obtain information from the defendants in order that it may make more specific allegations as to each defendant.

The exceptions of prematurity, no right of action and lack of procedural capacity remain under advisement.

Belle Chasse, Louisiana, this 20th day of March, 2017.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY

Deputy Clerk of Court
Parish of Plaquemines, La

NOTICE OF TRIAL

PLAQUEMINES PARISH

Versus

HILCORP ENERGY CO ET AL, ET AL

Case: 00060999
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: SCHEDULING ORDER - JURY TRIAL

TO: *CHARLES S MCCOWAN III*
KEAN MILLER LAW FIRM
II CITY PLAZA 400CONVENTION ST SUITE 700
PO BOX 3513
BATON ROUGE, LA 70821

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TRIAL for JANUARY 3, 2020 at 9:30 A.M. with jury selection to begin on January 6, 2020, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 13TH day of MARCH, 2018.

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett
Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, March 15, 2018

Judy Hodnett
Deputy Clerk of Court

FILED
AUG 21 2019
Jandi L. Gondella
DEPUTY CLERK

[ORIGINAL]

EXHIBIT
5

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-999 **DIVISION "B"**

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
MAR 13 2018
DEPUTY CLERK

SCHEDULING ORDER - JURY TRIAL

By Order of the Court, the following dates are established:

I. **TRIAL DATES.** The trial of this matter has been scheduled as a **JURY** trial, first setting, beginning on **January 3, 2020 at 9:30 a.m., with jury selection to begin on January 6, 2020.** The court scheduled **eight (8) weeks** for the jury trial. The counsel for all parties should be present at 9:30 a.m. on the first morning of trial for discussion of any preliminary matters that may be necessary. Jury trials are generally held in our temporary facility at 450 F. Edward Hebert Boulevard, Belle Chasse, Louisiana, but please call 504-934-6733 prior to trial to confirm this location.

II. **ANSWERS & AMENDMENTS.** Plaintiff is to amend its Petition to cure vagueness on or before May 21, 2018. The deadline to file Answers or otherwise respond is July 20, 2018. The amendment of pleadings to add new parties without leave of court must occur (1) by a Plaintiff, no later than August 13, 2018, and (2) by a Defendant, no later than 60 days after service of Plaintiffs' final expert reports described in Section III(4) below. These dates can only be extended by consent of all parties or by order of the Court after hearing.

III. **DISCOVERY; TRIAL EVIDENCE.** All discovery motions to be heard by the Court must comply with La. District Court Rule 10.1. The disclosure of experts and information pertinent thereto shall be governed by the provisions of La. C.C.P. arts. 1425 and 1428 (depending on whether the expert is expected to testify or not), except that the parties have agreed to different deadlines set forth as follows:

(1) Plaintiffs shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 14, 2018. The witness and exhibit list

may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(2) Defendants shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 28, 2018. The witness and exhibit list may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(3) Plaintiffs shall provide preliminary expert reports which contain detailed descriptions of the specific violations of SLCRMA believed to have been committed by Defendants, including instances where Plaintiffs claim a specific permit was violated and any instances where Plaintiffs claim Defendants failed to obtain a permit, on or before February 5, 2019. The descriptions of SLCRMA violations should include a description of the locations of any claimed violations.

(4) Plaintiffs shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before March 16, 2019 for all experts to be called in Plaintiffs' case-in-chief.

(5) Defendants shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before September 13, 2019.

(6) The parties and their counsel are familiar with SLCRMA and the other permitting processes that affect environmental testing work in the Louisiana Coastal Zone, and will each work diligently to obtain all necessary permits for the work they intend to undertake in order that such testing shall be completed in time to comply with these agreed-upon expert report deadlines. When a party applies for Coastal Use Permit, a copy of the permit application shall be served on all counsel of record at the time of submission of the application. If, despite diligent efforts of a party to timely secure a Coastal Use Permit, there is a delay in securing the permit such that it impedes the ability of a party to comply with the report deadlines set forth above, the party may seek appropriate relief

from the Court. After the applicable expert report deadlines described above, no supplementation or revision of said reports will be allowed without leave of Court.

(7) Plaintiffs and Defendants shall exchange final witness and exhibit lists on or before October 25, 2019. These final listings shall not limit any parties' obligation to identify witnesses through interrogatories or other discovery prior to this date. The parties shall be given an opportunity to depose any previously undisclosed witness identified on a final witness list at least twenty (20) days before trial. After final witness lists are exchanged, no unidentified witness may be added except by consent of all parties or with leave of the Court. This requirement does not apply to witnesses necessary solely to establish the authenticity or other foundational grounds for admission of documentary evidence. Further, nothing in this Order shall act to limit the Court's discretion to allow witnesses or exhibits not listed on a final witness or exhibit list where (i) Louisiana law does not require pre-trial disclosure of such evidence, or (ii) the evidence is offered solely to rebut evidence introduced at trial that was not timely disclosed under the disclosure deadlines set forth herein.

(8) Fact discovery shall be completed on or before October 18, 2019.

(9) The Louisiana Department of Natural Resources (LDNR) will serve as the coordinator to ensure the efficient receipt of written responses and document productions from the State Agencies[1] in response to written discovery and/or subpoenas duces tecum issued in this matter. The LDNR has contacted representatives from the State Agencies, and has confirmed the following relative to this matter: (1) the State Agencies agree to waive formal service of a subpoena duces tecum; (2) the State Agencies will attempt to respond to any subpoena duces tecum received as quickly as possible, and within 60 days of the receipt of the subpoena duces tecum to the extent possible; and (3) if a State

[1] The State Agencies for purposes of this CMO are as follows:(1) Coastal Protection and Restoration Authority; (2) Louisiana Department of Agriculture; (3) Louisiana Department of Economic Development; (4) Louisiana Department of Environmental Quality, including all predecessor agencies; (5) Louisiana Department of Health and Hospitals; (6) Louisiana Department of Transportation and Development; (7) Office of the Governor; (8) Division of Administration; (9) Louisiana Oil Spill Coordinator's Office; (10) Louisiana Secretary of State and State Archives Office; (11) Louisiana Division of Administrative Law; (12) Louisiana Department of Revenue; (13) Louisiana Tax Commission; (14) Louisiana Geographic Information Center; (15) Louisiana Sea Grant; (16) Louisiana Universities Marine Consortium; and (17) Louisiana Department of Wildlife and Fisheries.

Agency has responsive documents available for inspection, they will attempt to make same available to Defendants within 45 days of the receipt of the subpoena duces tecum. In acting as a coordinator for the State Agencies as set forth in this paragraph, the LDNR does not waive any procedural rights each agency has available to it under the law to respond or otherwise take action that would be available to it if the agency was properly served pursuant to the Code of Civil Procedure. Each State Agency will remain ultimately responsible for their individual discovery responses. In the event that the parties, despite their best efforts, are unable to obtain timely discovery responses and/or responsive documents from the State Agencies necessary to finalize expert reports in Section III(4)-(5) above, the parties shall notify the Court of same at least sixty (60) days prior to the deadline for the submission of their respective final expert reports so that the Court may consider the potential modification of deadlines in this CMO.

(10) Defendants' expert discovery shall be completed on or before October 18, 2019. Defendants may conduct depositions of Plaintiffs' experts at any time after Plaintiffs' final expert reports are due, provided that no Plaintiffs' expert shall be deposed more than once without the consent of Plaintiffs.

(11) Plaintiffs' expert discovery shall be completed on or before October 18, 2019. Plaintiffs may conduct depositions of Defendants' experts at any time after Defendants' final expert reports are due, provided that no Defendants' expert shall be deposed more than once without the consent of Defendants.

(12) With respect to the expert discovery deadlines set forth in Sections III(10) and III(11) above, the parties may petition the Court for additional time if needed.

IV. ENVIRONMENTAL TESTING PROTOCOL. Should any party wish to sample and/or test the water, groundwater, soils, sediments, other environmental media, wells, and/or equipment at issue in this case, the following shall apply:

(1) Such party shall provide written notice, via email or otherwise, to the other parties of the scope and media to be sampled and the time, date, and location where such sampling event will take place no less than seven (7) calendar days prior to the proposed sampling event. Any party desiring to observe such sampling event must be allowed to

do so. Further, any party requesting split or duplicate samples must be allowed to obtain them, at their cost, to the extent that volume allows.

(2) Any and all testing data, boring logs, coordinate data, analytical results, etc. received by the sampling party and/or the party requesting split or duplicative samples shall be provided to all other parties within thirty (30) days of the receipt of testing data, boring logs, coordinate data, analytical results, etc. Electronic data or media such as that which is generated by terrain or other conductivity surveys, aquifer testing, NORM surveys, or similar electronically rendered processes, or other electronic means shall be shared at the time data is collected if possible, or otherwise promptly thereafter.

(3) Sampling events shall be conducted during daylight hours on any day of the ordinary work week. No sampling event shall be conducted on Saturday, Sunday, or any other legal holiday, except with consent of all parties or by order of the Court.

(4) The parties and their counsel shall not interfere with the orderly progress of a sampling event or otherwise impede the sampling event.

(5) The parties acknowledge that further orders of the Court may be necessary regarding access to any private property which may the subject of an intended sampling event.

V. **EXCEPTIONS; MOTIONS.** Any exceptions, motions, or rules to be heard in this case MUST comply with La. District Court Rules 9.8, 9.9 and 9.10. In order to comply with La. C.C.P. art. 966 B, a Motion for Summary Judgment and all documents in support of the motion shall be filed and served on all parties in accordance with Article 1313 not less than 65 days prior to trial. Any Opposition to the motion and all documents in support of the opposition shall be filed and served in accordance with Article 1313 not less than 15 days prior to the hearing. Any reply memorandum shall be filed and served in accordance with Article 1313 not less than 5 days prior to the hearing on the motion. No additional documents may be filed with the reply memorandum. If the deadline for filing a motion, an opposition, or a reply memorandum falls on a legal holiday, the motion, opposition, or reply is timely if it is filed and served no later than the next day that is not a legal holiday.

VI. **MOTIONS *IN LIMINE*.** Motions *in limine* directed to expert issues, including *Daubert* motions, shall be filed no later than 60 days prior to trial, in accordance with the rules and deadlines established under article 1425(F) of the Code of Civil Procedure. All other motions *in limine* or other motions dealing with trial testimony and/or evidence must be filed at least 30 days prior to trial. This deadline does not preclude timely, proper contemporaneous objections to evidence offered at the trial of this proceeding.

VII. **DEPOSITION EXCERPTS.** Proposed deposition excerpts to be used at trial in lieu of live testimony shall be submitted at least 30 days before trial. Objections to those excerpts shall be filed at least 15 days before trial.

VIII. **PRE-TRIAL CONFERENCE.** A pre-trial conference will be held at **9:30 a.m.** on December 20, 2019 at 9:30am at the Plaquemines Parish Government Annex, 301 Main Street, Belle Chasse, Louisiana. If directions are needed, call 504-934-6730. Trial counsel are expected to attend. **Failure to attend or unprepared attendance is an imposition on the Court and opposing counsel. Such attorney may be held in contempt of court and sanctioned accordingly. At the status conference, the court assigned the case for trial for a period of eight weeks. In your pretrial brief, you must give an estimate of the time it will take for you to try your case and an estimate of the time it will take for each of your witnesses to testify. You will be bound by these time estimates. Reasonable extensions of time limits will be granted for good cause shown. If the time for trial will take longer than you have estimated, you must inform the Court and trial will be rescheduled. Trial will begin at 9:30 a.m. and end at 4:30p.m.; and there will be a one -hour break for lunch.**

IX. **PRE-TRIAL BRIEFS. Each party SHALL file a pretrial brief with the Clerk of Court and send via email to aroberts@25thjdc.com and mclement@25thjdc.com on or before the seventh (7th) day before the pre-trial conference and MUST include the following:**

DO NOT FAX WITHOUT THE COURT'S PERMISSION.

a) A concise summary of the factual contentions made by all parties;

b) The contested issues of fact and law;

c) A list of your witnesses, including a description of the testimony each will provide;

d) A list of may-call witnesses, including rebuttal witnesses;

e) A list of all exhibits and documentary evidence you plan to offer at trial, except impeachment documents;

f) A list of the evidence and exhibits to which the parties may stipulate;

i) If any depositions or deposition excerpts are to be used at trial in lieu of live testimony, counsel shall designate the pages and lines to be offered and exchange this information with all other parties at least thirty days before trial; objections to proposed designations shall be served and filed at least fifteen days before trial;

j) Proposed special jury charges and a proposed verdict form (a copy of the Court's general opening and closing instructions are available upon request).

Failure to file your pretrial brief timely may result in the trial being continued with such attorney may be held in contempt of court and sanctioned accordingly.

X. **WITNESSES, EXHIBITS. Except for good cause shown, only listed witnesses will be allowed to testify and only listed exhibits will be considered for admission into evidence at trial.**

XI. **STIPULATIONS.** Any stipulation as to fact, liability and/or any element(s) of damages must be in writing and signed by all counsel joining in the stipulation.

XII. **OBJECTIONS TO CMO.** Should any party object to the dates and/or deadlines in the Scheduling Order an objection shall be filed within (15) fifteen days of service.

Belle Chasse, Louisiana, this 13th day of March, 2018.

MICHAEL D. CLEMENT, JUDGE

Please serve all counsel of record by certified mail

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

AFFIDAVIT OF JAMES G. DIEHL

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority in and for the State of Louisiana, Parish of Lafayette, did personally come and appear James G. Diehl, a person of the full age of majority and to me personally known, who after being duly sworn did depose and state the following:

Qualifications

1. I am a professional landman with over 39 years of experience researching public records, particularly as they pertain to oil and gas matters. I am the owner and manager of Diehl Land Services, a full-service land company that I founded in 1989. I have experience researching oil and gas records maintained by the Louisiana Department of Natural Resources' ("LDNR") Office of Conservation and coastal use permit files—particularly those related to oil and gas activities—maintained by LDNR's Office of Coastal Management. A copy of my *curriculum vitae* is attached as **Exhibit 1** to this affidavit.

2. I have been accepted as an expert professional landman in court for purposes of attesting to the contents of oil and gas related documents and title documents.

3. The information and opinions set forth herein are within the scope of the professional services I routinely provide to clients, and are based upon documents and information typically relied upon in my profession as a basis for opinions.

Research

4. In connection with the civil action entitled *Charles W. Fasterling v. Hilcorp Energy Company*, pending in the 25th Judicial District Court for the Parish of Plaquemines, Docket No. 61-798, Div. "B", and in accordance with the accepted standards and practices set forth above, I have reviewed the descriptions of the properties that Plaintiffs claim to own ("Plaintiffs' properties"), as set forth in Paragraph 7 of Plaintiffs' First Supplemental and Amending Petition for Damages; coastal use permit files maintained by LDNR's Office of Coastal Management for all coastal use permits listed as associated with BP America Production Company's ("BP") named predecessors-in-interest, Amoco Production Company and Pan American Petroleum Corporation,

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Jandi L. Mandella
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in Exhibit C to the Petition; and well records maintained by LDNR's Office of Conservation for all wells listed as associated with BP's named predecessors-in-interest in Exhibit B to the Petition.

Coastal Use Permit Information

5. My research regarding the coastal use permit files listed as associated with BP's predecessors-in-interest in Exhibit C to the Petition revealed the following:

a. Exhibit C to the Petition identifies a total of seven BP-associated coastal use permit files. The files bear the following file numbers:

i. P19890440
ii. P19931004
iii. P19931219
iv. P19941021
v. P19950057
vi. P19961042
vii. P19981118

b. I reviewed the above-listed coastal use permit files, which contained materials related to the application for and issuance of coastal use permits for oil and gas related activities.

c. Review of coastal use permit file P19981118 reflected that the coastal use permit application for the proposed activity discussed in that file had been withdrawn.

d. Review of coastal use permit file P19890440 reflected that LDNR's Office of Coastal Management (at the time, the Coastal Management Division) issued a coastal use permit to Amoco Production Company. The permitted activity may have been performed on or near Plaintiffs' properties, although Amoco's application to the Department of the Army identifies Louisiana Land & Exploration Co. as the property owner or lessee whose property adjoined the waterway where the activity would take place. The activity involved the removal of 12 bulkheads that presented potential hazards to navigation. According to the coastal use permit, removal of the bulkheads did not involve any dredging.

e. With respect to the other five coastal use permit files, I determined based on my review of the permit files that all of the permitted activities occurred in Section 46, T20S-R29E, which is not part of Plaintiffs' properties.

Well Information

6. My research regarding the wells listed as associated with BP's predecessors-in-interest in Exhibit B to the Petition revealed the following:

a. Exhibit B to the Petition identifies a total of twenty-eight wells as associated with BP. The wells bear the following well serial numbers:

i. 70652
ii. 127159
iii. 154712
iv. 71659
v. 139379
vi. 155588
vii. 75130
viii. 140491
ix. 177877
x. 76050
xi. 143994
xii. 217011
xiii. 77274
xiv. 148423
xv. 218116
xvi. 115145
xvii. 149011
xviii. 218117
xix. 66767
xx. 66895
xxi. 67743
xxii. 68693
xxiii. 72840
xxiv. 72872
xxv. 73955
xxvi. 74076
xxvii. 74289
xxviii. 74569

b. I reviewed the well files for the BP-associated wells, which identified the locations of each well.

c. With the assistance of Environmental Scientists at Hydro-Environmental Technology, Inc. ("HET"), I plotted the locations of the wells listed above on a map. On the same map, with the assistance of HET, I plotted the tracts identified as Plaintiffs' properties in Paragraph 7 of the Petition. The map

showing the location of the wells in relation to Plaintiffs' properties is attached as **Exhibit 2**.

d. Comparison of the locations of the twenty-eight wells to Plaintiffs' properties showed that none of the BP-associated wells are located on Plaintiffs' properties.

Conclusion

7. All of the representations in this affidavit are true, correct, and complete to the best of my knowledge and belief.

James G. Diehl

Sworn to before me this 15th day of August, 2019

Deborah L. Hash
Notary Public

My Commission Expires: w/life

DEBORAH L. HASH
NOTARY PUBLIC
PARISH OF Lafayette State of LA
NOTARY NO. 40239

James G. Diehl

P. O. Box 51874
Lafayette, LA 70505-1874
(337) 237-4842

Landman with over 35 years of experience specializing in acquisition of leases, pipelines, and producing oil and gas properties.

PROFESSIONAL EXPERIENCE

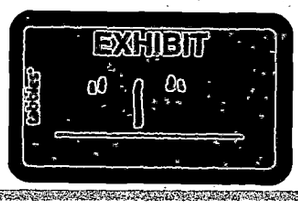
1989 – PRESENT:
Own, supervise and manage "Diehl Land Services," a full service land company providing numerous services, including title research, lease acquisition, seismic permitting, pipeline acquisition, area checks, digitized mapping, mineral histories, abstracting, title curative and due diligence. Clients include companies of varying sizes.

1995 – PRESENT:
Owner of "Fleetwood Resources, Inc." and instrumental in putting numerous drilling prospects in the South Louisiana area with companies of varying sizes. Writing and negotiating Letter Agreements, Farmouts, Assignments, Unitization, Seismic Reviews, Confidentiality Agreements and/or Joint Operating Agreements.

1980 – 1989:
Independent landman working on various projects in six states. Work included title research, lease acquisition, pipeline acquisition, managing crews of other landmen, due diligence and writing reports.

PROFESSIONAL EDUCATION/ASSOCIATIONS

B.S. in Special Education, Wayne State University
Obtained *Certified Professional Landman* status in 1986
Member of *American Association of Professional Landmen* (AAPL)
Member of *Lafayette Association of Professional Landmen* (LAPL)
Past Regional Director to AAPL
Past President of LAPL
Past Vice-President of LAPL
Past Head of the Ethics Committee of LAPL



Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____ _____ FILED
DEPUTY CLERK
NOV 08 2013
s/ LANA H. COLUDROVICH
DY. CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

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2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South America Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste.. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to **Phillips Oil Company**, and **Phillips Petroleum Company**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company, McMoran Production Company**;

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to **Louisiana Gas Service Exploration Program**;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and **Louisiana Gas Service Exploration Program**; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to **Valero Producing Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "RHA"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

PLEASE SERVE THE PETITION FOR DAMAGES:

HILCORP ENERGY COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ANADARKO E&P ONSHORE, LLC
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OFFSHORE INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

GULF PRODUCTION COMPANY, INC.
Through its registered agent for service of process:
James R. Robin
2301 South America Street
Covington, LA 70433

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

BP AMERICA PRODUCTION COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

FREEPORT-MCMORAN OIL & GAS LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

JUNE ENERGY, INC.
Through its registered agent for service of process:
Lana J. Hingle
8320 Sycamore Place
Belle Chasse, LA 70037

VIRGIN OFFSHORE U.S.A., INC.
Through its registered agent for service of process:
Patrick Shelby
201 St. Charles Ave., Ste. 4000
New Orleans, LA 70170.

ROYAL "T" OIL CO., INC.
Through its registered agent for service of process:
Charles M. Reeves
548 W. William David Parkway #304
Metairie, LA 70005

CITIZENS COMMUNICATIONS COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LGS NATURAL GAS COMPANY
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

DEVON ENERGY PRODUCTION COMPANY, L.P.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P. O. Box 6028
San Ramon, CA 94583

EXHIBIT A

Louisiana Coastal Zone Boundary

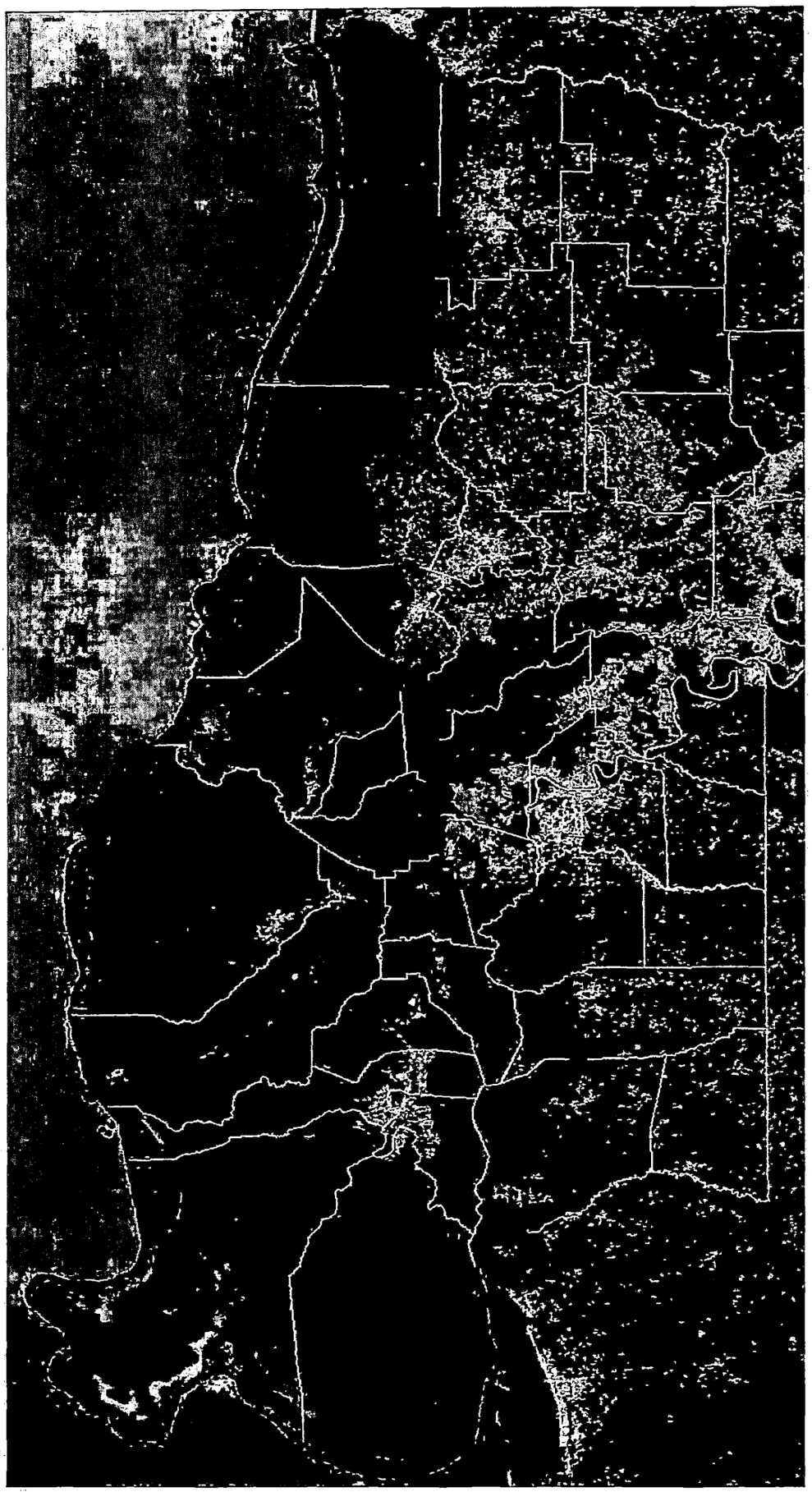


EXHIBIT B

Map of the Operational Area

(Overview)

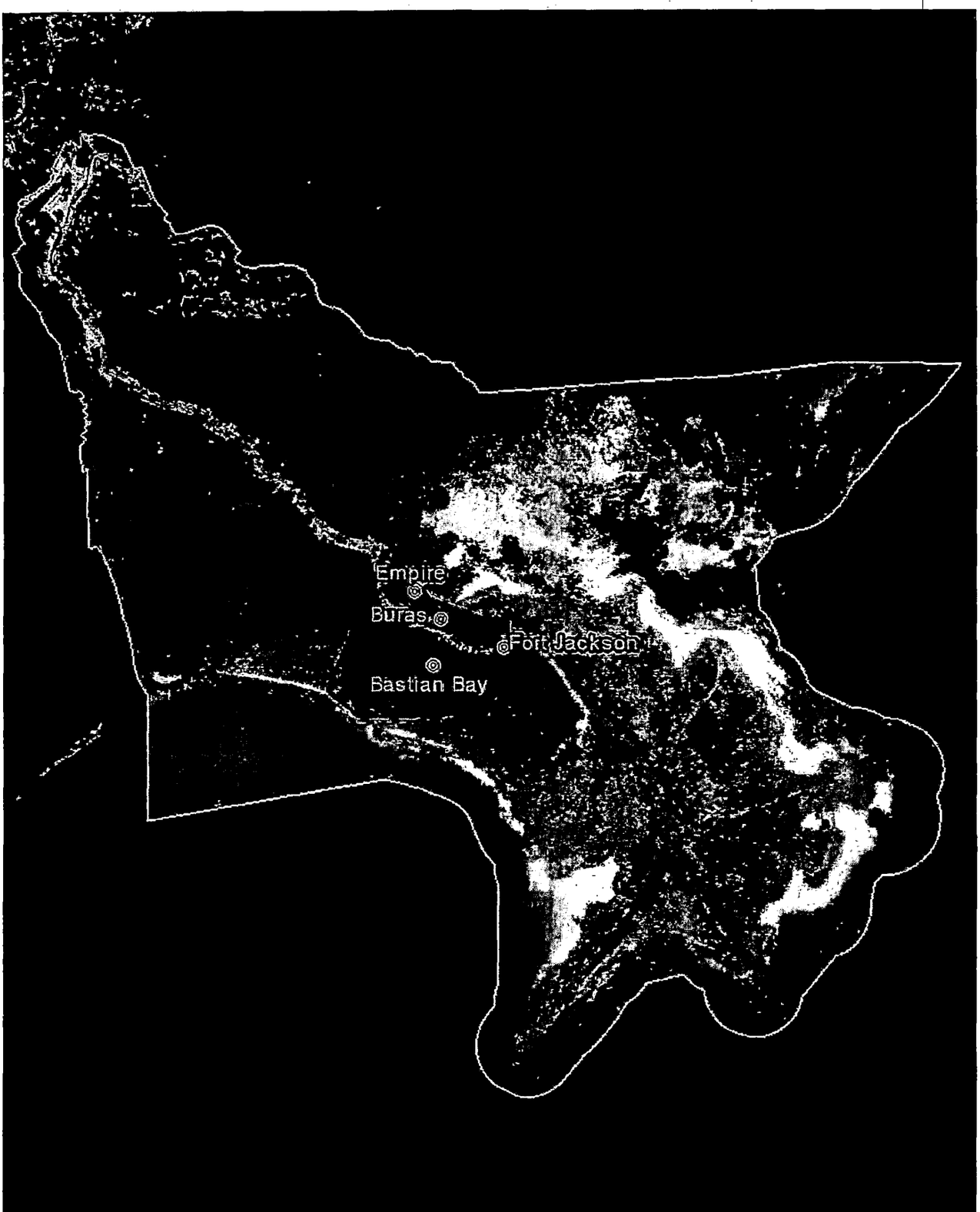


EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial

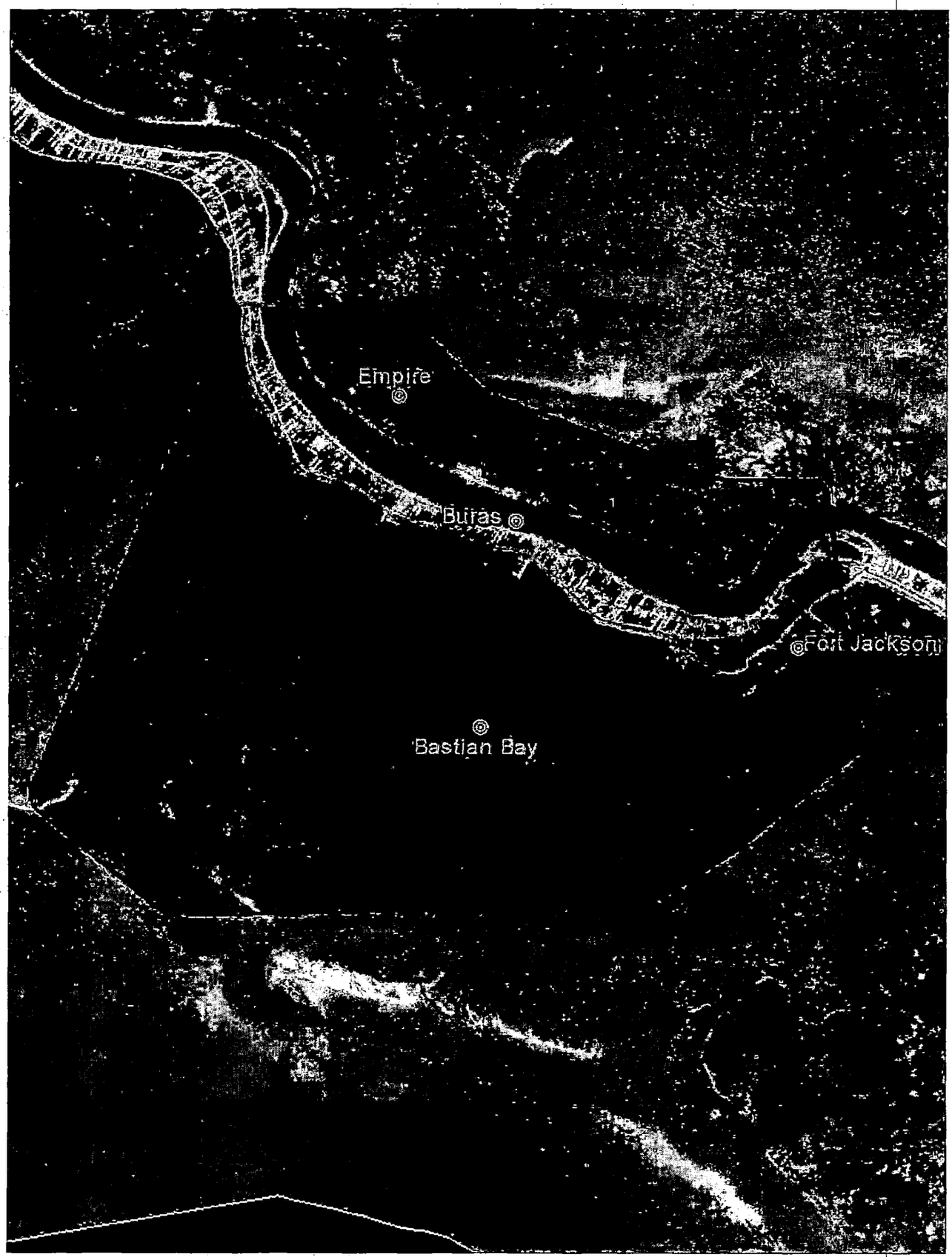


EXHIBIT C

Map of Coastal Use Permits within the Operational Area

Yellow and orange shapes represent work locations described in Coastal Use Permits.
Source: LDNR

2013 Aerial



EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19800079	DRAIN PIT & BOAT DOCK
	FLOWLINE // 2.5" FLOWLINE // BURIED 3 FT // 1OF2 // ORIGIN: LL&E FEE WELL NO. 3 // ENDPOINT: LL&E-FASTERLING
	FLOWLINE // 2.5" FLOWLINE // BURIED 3 FT // 2OF2 // ORIGIN: LL&E FEE WELL NO. 3 // ENDPOINT: LL&E-FASTERLING
P19810397	CONSTRUCT ACCESS CANAL AND SLIP SL 8565 WELL NO. 1
	OIL // 2.875" FLOWLINE // 3' MIN BLW ML // TEXACO INC // ORIGIN: PROPOSED WELL // ENDPOINT: PRODUCTION BARGE
P19810449	NATURAL GAS // 16" // 3' MIN BLW ML, 40' BLW M/L @ SOUTHWEST PASS // PERMIT WITHDRAWN // ORIGIN: BASTIAN BAY TERMINAL // ENDPOINT: PENNZOIL "A" PLATFORM
	NATURAL GAS PIPELINE
P19810458	GAS // 4" FLOWLINE // BURIED 3 FT MINIMUM // LOUISIANA STATE GAS CORP // ORIGIN: PLATFORM // ENDPOINT: EXISTING PLATFORM
	GAS // 6" FLOWLINE // BURIED 3 FT MINIMUM // LOUISIANA STATE GAS CORP // ORIGIN: PLATFORM // ENDPOINT: EXISTING 12" P/L
	INSTALL PIPELINES
P19810506	GAS // 4" LATERAL FLOWLINE // BURIED 3 FT MIN & 6 FT AT BAYOU // LOUISIANA STATE GAS CORP // ORIGIN: EXISTING FLORIDA EXPLORATION PRODUCTION BARGE // ENDPOINT: EXISTING C. & K. PRODUCTION BARGE
	NATURAL GAS PIPELINE
P19810802	GULF OIL CO. MAINTENANCE DREDGING
P19811496	MOBILIZATION OF DRILLING BARGE
P19811905	HELICOPTER FUEL TANK
P19820001	DRILL THE LL&E FEE #26
P19820757	DREDGE SLIP FOR OIL/GAS EXPLORATION, FLOWLINE, BACKFILL
P19820758	DREDGE A SLIP IN SALT MARSH FOR OIL AND GAS EXPLORATION
P19821009	// FLOWLINE // BURIED 3 FT MINIMUM // TEXACO LINE FROM WELL NO. 1 TO TEST BARGE // ORIGIN: // ENDPOINT:
P19821084	NATURAL GAS // 2" PIPELINE // BURIED 3 FT MINIMUM // PIPELINE FROM RODI WELL 1 TO DELTA GAS 6" PIPELINE // ORIGIN: // ENDPOINT:
P19821185	FLOWLINE // 2.5" FLOWLINE // BURIED 3 FT MINIMUM // // ORIGIN: // ENDPOINT:
P19821524	NATURAL GAS // 3.5" PIPELINE // 3' BLW MUDLINE // 2OF2: L.G.S // ORIGIN: S/L 8665 WELL#2 // ENDPOINT: TEST BARGE
P19821695	OIL // 3" OIL FLOWLINE // BURIED 3 FT MINIMUM // CHEVRON LINE FROM WELL 3 TO TANK BATTERY 1 // ORIGIN: // ENDPOINT:
P19830418	WATER // 20" WATER INTAKE PIPELINE // 5' MIN BLW ML // FIRE WATER P/L, PLTFRM TO RIVER, GULF P/L CO. // ORIGIN: // ENDPOINT:
P19830490	PIPELINE
P19830910	GAS OR FLOW // GAS LIFT LINE AND/OR FLOWLINE // BURIED 3 FT MINIMUM // TEXACO USA // ORIGIN: GULF OIL WELL NO 4 // ENDPOINT: TEXACO TANK BATTERY # 3?
P19831011	INSTALL PIPELINE
	SALTWATER DISPOSAL LINE // 2" SALT WATER DISPOSAL FLOWLINE // BURIED 3 FT // MCMORON PRODUCTION CO // ORIGIN: TANK BATTERY // ENDPOINT:

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19831165	ACCESS OIL/GAS DRILL SITE, CONSTRUCT WELL PROTECTION STRUCTURE
P19831596	GAS // 2 7/8" GAS // 3' // TEXAS EASTERN TIE-IN TO WELL #3, TEXACO // ORIGIN: // ENDPOINT:
	GAS // 3.5" GAS // 3' // WELL #1 TO TEXAS EASTERN TIE-IN, TEXACO // ORIGIN: // ENDPOINT:
P19840386	GAS // 8" GAS FLOWLINE // BURIED 3 FT MINIMUM // // ORIGIN: // ENDPOINT:
	INSTALL PRODUCTION PLATFORM AND NATURAL GAS PIPELINE
P19840550	GAS/OIL // 16" // BURIED // RECIEVED REQUEST TO ABANDON IN PLACE 08/19/2004 // ORIGIN: EXISTING GETTY OIL CO. PLANT BLOCK 43 // ENDPOINT: SAMEDAN PLATFORM BLOCK 18
P19840869	FLOWLINE // 2.5" FLOWLINE // BURIED 3 FT MIN & 5 FT BELOW BAYOU // REMOVAL BY P20121011 // ORIGIN: L G S WELL NO 2 // ENDPOINT: SL 8665 WELL NO 3
P19841123	FLOWLINE // 3" FLOWLINE // // CAMPBELLTON WELL #4 TO PROD. BARGE, LGS EXPLORATION // ORIGIN: // ENDPOINT:
P19841663	CONSTRUCT BOAT SLIP, BOAT DOCK, AND DRIVE PILINGS FACILITY NO.1
P19850099	WATER // 6" WATER // BURIED BY BACKFILL // STRG TANK TO DISCHRG IN RIVER, SHELL OFFSHORE // ORIGIN: // ENDPOINT:
P19850312	ANTI CORROSION DEVISES FOR PIPELINES, INSTA 16 COKE BREESE ANODE BEDS, AND TRENCHES, EMPIRE LA.
P19850320	EXCAVATION OF SPOIL BANK TO LAY FLOWLINE, BACKFILL
	FLOWLINE // 6" FLOWLINE // BURIED BY BACKFILL // GETTY OIL PLANT TO TIE-IN, TEXAS GAS EXPLORATION // ORIGIN: // ENDPOINT:
P19850323	CONSTRUCT SLIP TO EXPLORE OIL/GAS
P19850350	CLEANOUT CANAL, DREDGE, BACKFILL
P19850368	FLOWLINE // 4.5" FLOWLINE // BURIED BY SPOIL // PRODUCTION BARGE TO TIE-IN, GULF PIPELINE CO. // ORIGIN: // ENDPOINT:
P19850489	EXCAVATE CANAL BOTTOM, BACKFILL, INSTALL PIPELINE, BOAT DOCK, WALKWAY ,PLATFORMS
	GAS // 12" GAS // 3' BELOW MARSH SURFACE, 3' BLW MUDLINE AT X // GETTY OIL PLTFRM STA.TO LSGC VALVE PLTFRM, LA STATE GAS // ORIGIN: // ENDPOINT:
P19850611	DREDGE, LAY PIPELINE, BACKFILL
	PIPELINE // 16" PIPELINE // 3' OF COVER // CASHCO OIL COMPANY // ORIGIN: PROPOSED PLATFORM // ENDPOINT: PROPOSED PLATFORM
P19850620	PIPELINE // 8" PIPELINE // 3' OF COVER // CASHCO OIL PLATFORM TO CASHCO OIL PLATFORM, CASHCO OIL // ORIGIN: // ENDPOINT:
	PIPELINE. CASHCO OIL CO.
P19850714	DRILL SITE LL&E NO. 3
P19850885	OIL/GAS // // // (1OF4) WELL #B-9 TO WELL #B-2 // ORIGIN: // ENDPOINT:
	OIL/GAS // // // (2OF4) WELL #B-9 TO WELL #B-2 // ORIGIN: // ENDPOINT:
	OIL/GAS // // // (3OF4) WELL #B-9 TO WELL #B-2 // ORIGIN: // ENDPOINT:
	OIL/GAS // // // (4OF4) WELL #B-9 TO WELL #B-2 // ORIGIN: // ENDPOINT:

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19850906	FLOWLINE // 2" FLOWLINE // 3' BELOW SURFACE OF MARSH // (2OF2) REMOVAL BY P20121011 // ORIGIN: LL&E WELL #1 // ENDPOINT: PRODUCTION FACILITY
	FLOWLINE // 2.5" FLOWLINE // 3' BELOW SURFACE OF MARSH // (1OF2) REMOVAL BY P20121011 // ORIGIN: LL&E WELL #1 // ENDPOINT: PRODUCTION FACILITY
P19850907	FLOWLINE // 2.5" FLOWLINE // 3' MIN BLW MUDLINE, 3' MIN BLW MARSH SURF. // LGS WELL#3 TO TEXACO TIE-IN, LGS EXPLORATION // ORIGIN: // ENDPOINT:
P19850926	OIL // 12" PIPELINE // 25' MIN COVER // (CROSSING:PARTIAL)CHEVRON TNK BAT TO TIEIN // ORIGIN: // ENDPOINT:
P19850958	DREDGE CANAL/SLIP FOR NEW OIL AND GAS ONLY LL&E NO.1
P19851076	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 1OF2: PEL TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 1 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 1OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 3 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 1OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 4 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 1OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL#2 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 2OF2: PEL TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 1 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 2OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 3 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 2OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 4 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 2OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL#2 // ENDPOINT: PRODUCTION PLATFORM
P19851222	PILING CLUSTERS TO MOOR PRODUCTION BARGE, WALKWAY, SHELL PAD
P19851223	OIL // 12" PIPELINE // 2' - 8' MIN BLW ML // // ORIGIN: CHEVRON TANK TERMINAL // ENDPOINT: EXISTING EXXON PIPELINE
P19860021	PROPOSED FLOWLINE
P19860082	INSTALL A SHELL MAT AT EXISTING TANK BATTERY NO. 1
P19860146	PIPELINES
P19860155	DREDGE, LAY PIPELINE, BACKFILL, BANK STABILIZATION
P19860235	LL&E WELL NO. B-3
P19860273	DREDGE, LAY PIPELINE, BACKFILL
	GAS // 16" GAS FLOWLINE // BURIED // TEXAS GAS EXP. LINE FROM TIE-IN TO 10 ACRE TRACT // ORIGIN: // ENDPOINT:
P19860282	MAINTENANCE DREDGE

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19860311	DREDGE CHANNEL/SLIP IN SHALLOW OPOEN WATER TO ACCESS A DRILL SITE AND CONSTRUCT WELL PROTECTION STRUCTURE
P19860319	FLOWLINE
	NATURAL GAS // 3" NATURAL GAS FLOWLINE // BURIED 3 FT BELOW MUDLINE // CHEVRON LINE FROM SL 3155 WELL 1 TO CENTRAL FACILITY 1 // ORIGIN: // ENDPOINT:
P19860320	EXCAVATE BAYOU BOTTOM AND CLEAN OUT CANAL AND SLIP
P19860335	DREDGE TO ACCESS WELL SLIP FOR MAINTENANCE
P19860360	INSTALL FLOWLINE
P19860421	EXCAVATE MARSH AND SCRUB/SHRUB SPOIL TO CONSTRUCT A PARALLEL SLIP FOR OIL AND GAS EXPLORATION
P19860681	// 3" FLOWLINE // BURIED 3 FT BELOW MUD LEVEL // CHEVRON LINE FROM SL 3155 WELL 1 TO CENTRAL FACILITY 1 // ORIGIN: // ENDPOINT:
	INSTALL AND MAINTAIN FLOWLINE FROM SL 3155#1 WELL
P19860687	FLOWLINE FROM CHEVRON'S ABERCROMBIE WELL #5
P19860717	REPAIR SHELL AND RIP-RAP BULKHEADS
P19860725	GAS // 12" GAS // 3' MIN COVER // TEXAS GAS PLTFRM TO VALVE PLTFRM, LA.STATE GAS CORP // ORIGIN: // ENDPOINT:
	PIPELINE
P19860765	PROPOSED DRILLING BARGE, WELL PROTECTION STRUCTURE
P19860855	FLOWLINE // 2.5" FLOWLINE // ON PILINGS // 1OF2:WELL#3 TO BARGE, F.M.P. OPERATING // ORIGIN: // ENDPOINT:
	FLOWLINE // 2.5" FLOWLINE // ON PILINGS // 2OF2:F.M.P. WELL#4 TO BARGE, F.M.P. OPERATING // ORIGIN: // ENDPOINT:
P19861083	PROPOSED METER PLATFORM
P19870024	CONSTRUCTION OF TEMPORARY BOARD MAT
P19870163	CLEAN OUT EXISTING CANAL/SLIP TO ACCESS A WELL SITE
P19870267	EXCAVATION, BACKFILL
P19870360	DRILLING BARGE AND WELL PROTECTION STRUCTURE
	FLOWLINE // 4" FLOWLINE // BURIED BY BACKFILL // LINDER/LA.LAND&FUR WELL#1 TO BARGE, LINDER OIL COMPANY // ORIGIN: // ENDPOINT:
P19870407	WATER BOTTOM EXAVATION FROM EXISTING SLIP, CONSTRUCT PARKING LOT, BACKFILL
P19870505	EXCAVATE MATERIAL FROM SLIP TO ACCESS OIL/GAS WELL. LEVEE BOARD WELL NO. 1
P19870537	MODIFICATION, INCREASE SIZE OF PROPOSED PLATFORM, INSTALL PILE CLUSTERS
P19870560	THREE-PILE CLUSTERS (34) INSTALLED ALONG BANKLINE, INSTALL BARGES FOR WAVE PROTECTION
P19870724	GAS // 2 3/8" PIPELINE // 4' BLW MUDLINE // CHEVRON PIPELINE CO // ORIGIN: CHEVRON TANK TERMINAL // ENDPOINT: COLUMBIA GULF 24" TIE-IN
P19871129	REMOVAL OF EXISTING BULKHEADS
P19871247	MAINTENANCE DREDGING
P19871300	HELICOPTER PLATFORM WILL BE CONSTRUCTED ON PILINGS
P19871310	POTABLE WATER // 8" POTABLE WATER // BURIED BY BACKFILL // EXISTING WATERLINE TO FACILITY, MR. SAM PERINO // ORIGIN: // ENDPOINT:

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19880058	CLEANOUT DRILLING OPERATION, REMOVE BULKHEAD, CONSTRUCT SHELL PAD, INSTALL BOAT DOCK AND FLOWLINE LL&E WELL NO. 1
	OIL & GAS // 3" FLOWLINE // // BOAT DOCK TO PRODUCTION FACILITIES, LL&E CO. // ORIGIN: // ENDPOINT:
P19880071	CLEANOUT EXISTING SLIP FOR WELL MAINTENANCE
P19880089	PROPOSED BOARD ROAD DRILLSITE & STRUCTURES
P19880090	BUTANE // 6" BUTANE // 3' BLW MUDLINE // 4OF4:PARTL REPLCMNT OF EXST P/L: CHEVRON PIPELINE CO. // ORIGIN: 6" TIE-IN // ENDPOINT: 6" TIE-IN
	CRUDE OIL // 12" CRUDE OIL // 3' BLW MUDLINE // 1OF4:PARTL REPLCMNT OF EXST P/L:CHEVRON PIPELINE CO. // ORIGIN: 12" TIE-IN // ENDPOINT: 12" TIE-IN
	CRUDE OIL // 6" CRUDE OIL // 3' BLW MUDLINE // 3OF4:PARTL REPLCEMNT OF EXST P/L: CHEVRON PIPELINE CO. // ORIGIN: 6" TIE-IN // ENDPOINT: 6" TIE-IN
	GAS // 4" GAS // 3' BLW MUDLINE // 2OF4:PARTL REPLCMNT OF EXST P/L: CHEVRON PIPELINE CO. // ORIGIN: 4" TIE-IN // ENDPOINT: 4" TIE-IN
P19880336	PLUG/DAM
P19880352	FLOWLINE
P19880593	EXCAVATE SLIP TO ACCESS A NEW DRILLING WELL
P19880749	CLEANOUT AND SPOIL DEPOSITION OPERATION IN EXISTING ACCESS CANAL
P19880776	DRILL SL 2000 WELL NO. 67
P19880893	EXCAVATE CHANNELS AND SLIPS
P19880918	CONSTRUCT PLATFORM AND PIPE RISER SUPPORTS FOR VALVES
P19880932	EXCAVATE EXISTING CANALS AND SLIPS
P19881144	REMOVAL OF EXISTING BULKHEADS
P19890122	MAINTENANCE DREDGING
P19890293	FLOWLINE // // 3' BLW MUDLINE // REPLACEMNT:800' FT OF EXST P/L, TENNESEE GAS PIPELINE // ORIGIN: // ENDPOINT:
	REPLACE FLOWLINE
P19890440	REMOVE TWELVE BULKHEADS
P19890487	// 8" BASTIAN BAY LINE // // SOUTHERN NATURAL GAS COMPANY // ORIGIN: ENGLISH BAY/BASTIAN BAY // ENDPOINT: PIPELINE TIE-IN
	GAS? // 8" PIPELINE // // PROPOSED ON MAP BUT NOT IN APPLICATION-SOUTHERN NAT GAS // ORIGIN: PORT JACKSON FIELD // ENDPOINT: PIPELINE TIE-IN
	PIPELINE *BENTS & VALVES // 22" PIPELINE FROM 1964 // 3' BLW MUDLINE // EXST 2/4/64: VENICE FIELD TO GRND ECAILLE, S. NATRL GAS // ORIGIN: // ENDPOINT:
	VALVE CONSTRUCTION
P19890500	PROPOSED SHELL PAD TO SERVE SL 301 WELL NO. 373
P19890852	INSTALL SHELL PAD TO DRILL THE LL&E NO. 1 WELL
P19890853	SWEEP CANALS/SLIPS TO ACCESS AND PLUG AND ABANDON WELL SITES, CONSTRUCT WALKWAY AND PIPERACK
P19890919	DRILLING BARGE AND WELL PROTECTION STRUCTURE LL&E B NO. 1

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19890926	REPAIR AND PROTECT PIPELINES
P19890950	CLEANOUT SLIP WITHIN AN EXISITING SLIP FOR DRILL SITES AND CONSTRUCT A SHELL PAD FOR A THIRD DRILL SITE
P19891073	PROPOSAL TO PLACE SAND/CEMENT BAGS OVER AN EXPOSED PORTION OF EXISITING PIPELINE
P19891121	DRILL SITE CONSTRUCTION
P19900175	REPLACE AND LOWER SECTIONS OF CRUDE PIPELINE
P19900193	MOVE DRILLING BARGE TO DRILL AND COMPLETE SL 192 NO. 1,
P19900313	MAINTENANCE DREDGING
P19900332	CRUDE OIL // 12" PIPELINE, EXISTING // LOWER TO 6' BLW ML // LOWER LINE & REPLACE 10' OF LINE - BP OIL PIPELINE CO // ORIGIN: EAST OF BAYOU CHALAND // ENDPOINT:
P19900413	LOCATE DRILL BARGE LL&E NO. 2
P19900417	LOCATE DRILL BARGE TO DRILL SL 192 NO. 2,
P19900527	CONSTRUCT A PERMANENT OIL/GAS PRODUCTION FACILITY, INSTALL PRODUCTION PLATFORM, BOAT LANDING, PILE CLUSTERS
P19900555	// 6" PIPELINE // 4' MINIMUM BELOW MUDLINE // EXTEND OIL & GAS GATHERING SYSTEM, PLAQUEMINES PARISH // ORIGIN: PRODUCTION FACILITIES // ENDPOINT: HOT TAP TO EXISTING 4" CHEVRON PIPELINE
	// 6" PIPELINE // 4' MINIMUM BELOW MUDLINE // EXTEND OIL & GAS GATHERING SYSTEM, PLAQUEMINES PARISH // ORIGIN: PRODUCTION FACILITIES // ENDPOINT: HOT TAP TO EXISTING 4" LINE
	// 6" PIPELINE // 4' MINIMUM BELOW MUDLINE // EXTEND OIL & GAS GATHERING SYSTEM, PLAQUEMINES PARISH // ORIGIN: PRODUCTION FACILITIES // ENDPOINT: HOT TAP TO EXISTING 6" CHEVRON PIPELINE
P19900556	PIPELINE // 6" // 4' MIN BLW ML // LA ST. GAS CORP WITHDRAW APPLICATION // ORIGIN: PLATFORM // ENDPOINT: PLATFORM
P19900601	PROPOSED CLEANOUT, SLIP & STRUCTURES FOR DRILLING SL 13567 NO. 1 WELL
P19900619	DREDGING, CLEANOUT, AND STRUCTURES FOR DRILLING ALEXIS HELRS WELL NO. 1,
P19900783	INSTALL AND MAINTAIN ATTENDANCT PLATFORM
	SALTWATER // 3" FLOWLINE // 3' BELOW MUDLINE // PHILLIPS PETROLEUM COMPANY, BASTIAN BAY OIL & GAS FIELD // ORIGIN: A. B. PLATFORM // ENDPOINT: L.L. &G. WELL NO. 10
	SALTWATER // 3" FLOWLINE // 3' BELOW MUDLINE // PHILLIPS PETROLEUM COMPANY, BASTIAN BAY OIL & GAS FIELD // ORIGIN: A. B. PLATFORM // ENDPOINT: L.L. &G. WELL NO. 14
P19900812	PROPOSED BOARD ROAD & RING LEVEE FOR SL 13352 WELL #1
P19901023	PROPOSED LOCATION LL&E NO. 3
P19901024	MOVE IN DRILLING BARGE TO DRILL AND COMPLETE LL&E #4
P19901094	MAINTENANCE DREDGE EXISTING CANAL AND SLIP TO ACCESS PEREZ NO. 1 WELL
P19901095	// 2" FLOWLINE // 3' MINIMUM BELOW MUDLINE // ROBERTS & BUNCH RESOURCES, PLAQUEMINES PARISH, LA // ORIGIN: ROBERTS & BUNCH RESOURCES WELL NO. 1 // ENDPOINT: ROBERST & BUNCH ALEXIS HEIRS ZINSEL

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19901096	// 3" FLOWLINE // 3' MINIMUM BELOW MUDLINE // ROBERTS & BUNCH RESOURCES, PLAQUEMINES PARISH, LA // ORIGIN: ZINSEL WELL NO. 1 // ENDPOINT: EXISTING 8" TRANSCO PIPELINE
P19901172	CHANGE SURFACE LOCATION OF LL&E "A" WELL NO. 1
P19910148	MAINTENANCE AND CONSTRUCTION OF RING LEVEE AND APPURTENANT STRUCTURES
P19910271	MAINTENANCE DREDGING AND PROP WASHING
P19910396	REMOVE TIMBER BULKHEADS
P19910462	RELOCATE ELECTRIC AERIAL CROSSING, CONSTRUCT LEVEE
P19910484	CONSTRUCTION AND MAINTENANCE OF SLIP TO LOCATE A DRILLING BARGE TO DRILL LL&E WELL NO. 1
P19910570	REPLACE DAMAGES PILE ON PIER AT CAMP LOCATION, ADD ADDITIONAL PILE
P19910589	CLEANOUT EXISTING CANAL AND DREDGE CANAL/SLIP
P19910604	CRUDE OIL // 12" PIPELINE // 3' BLW MUDLINE // EMERGENCY REPAIR, NOT ENTIRE P/L; B.P. OIL P/L CO. // ORIGIN: NEAR WEST BANK OF ADAMS BAY // ENDPOINT:
P19910725	CONSTRUCT RING LEVEE EXTENSION TO EXISTING RING LEVEE MISTICH NO. 1 WELL
P19910777	DREDGE CHANNEL, WING AND WELL SLIP IN EXISTING WATERWAY TO DRILL PIVACH AGENCY INC. WELL NO. 1
P19910813	OIL // 4" PIPELINE // ON WALKWAY // PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED PLATFORM // ENDPOINT: EXISTING BARGE
P19910838	P/L SIPHON // 12" PVC PIPE // 5' BML // SMITH BILLIE CHILDRESS - SIPHON FOR IRRIGATION // ORIGIN: MISSISSIPPI RIVER // ENDPOINT: CROSS LEVEE
P19910926	INSTALLATION OF PILING AT EXISTING DOCK FACILITY
P19910958	DIG SITE #1 ON 16" DELTA PIPELINE
	EXISTING // 16" SHELL P/L // LIFTED FOR INSPECTION RETURN TO 6' BLW ML // DELTA SYSTEMS DIG SITE #1 INSPECTED // ORIGIN: // ENDPOINT:
P19911127	DREDGE WATERBOTTOM AND PUMP SAND TO POPOVICH TRACT
P19911159	CONSTRUCT AND LEASE TO THE MARINE SPILL RESPONSE CORP. FACILITY
P19911227	// 2 7/8" PIPELINE // 3' MIN BLW ML // HASSIE HUNT EXPLORATION CO // ORIGIN: CENTRAL FACILITIES NO 1 // ENDPOINT: EXISTING 4" PIPELINE
	// 2 7/8" PIPELINE // 3' MIN BLW ML // HASSIE HUNT EXPLORATION CO // ORIGIN: EXISTING 4" P/L // ENDPOINT: EXISTING WELL
P19911268	// 4" FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: B-1 WELL // ENDPOINT: PLATFORM
P19920001	// 6" FLOWLINE // 3' BLW MUDLINE // GILMORE "B" WELL#4 TO EXST PLTFRM, TENNECO GAS // ORIGIN: GILMORE "B" WELL #4 // ENDPOINT: PLATFORM
P19920002	PROPOSED PILING TO MARK A PIPELINE CROSSING
P19920022	CONSTRUCT TIMBER BULKHEAD, EXCAVATE, BACKFILL
P19920100	INSTALL GLASS FIBER-REINFORCED CONCRETE "BEACH CONE" EROSION CONTROL MODULES
P19920113	CONSTRUCT RING LEVEE, MAT, PIT AND APPURTENANT STRUCTURES. FASTERING AND MCGEE WELL NO. 1

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19920143	GAS/ OIL // 3 1/2" FLOWLINE // 3' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: SOME PLATFORM // ENDPOINT: PHILLIPS WELL # 3
	GAS/OIL // 3 1/2" FLOWLINE // 3' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: // ENDPOINT:
	GAS/OIL // 3 1/2" FLOWLINE // 3' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: PHILLIPS WELL #10 // ENDPOINT:
	GAS/OIL // 3 1/2" FLOWLINE // 3' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: PT ON LINE // ENDPOINT: PHILLIPS WELL H - 1/H - 1D
	GAS/OIL // 3 1/2" FLOWLINE // 5' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: // ENDPOINT:
	GAS/OIL // 3 1/2" FLOWLINE // 5' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: WELL # 5 // ENDPOINT:
	GAS/OIL // 3 1/2" FLOWLINE // 5'MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: WELL # 5 // ENDPOINT:
P19920224	CRUDE VAPOR // 16" // ON SUPPORTS // SHOULD BE 2100' // ORIGIN: CENTER OF VAPOR MOVE FACILITY // ENDPOINT: CENTER OF EMISSION REDUCTION DEVICE
	NATURAL GAS // 3" // 2.5' COVER // MARINE VAPOR RECOVERY // ORIGIN: LOADING ARM // ENDPOINT: CONNECT TO 4" & 6" PIG TRAPS
	OILY WATER // 6" // ON SUPPORTS // MARING VAPOR RECOVERY // ORIGIN: SUMP // ENDPOINT:
	POTABLE WATER // 1 1/2" // 2.5' COVER // MARINE VAPOR RECOVERY // ORIGIN: LOADING ARM // ENDPOINT: CENTER OF EMISSION REDUCTION DEVICE
P19920279	GAS // 3" PIPELINE // MARSH SURFACE / 3" MIN BLW ML // LOUISIANA STATE GAS CORPORATION // ORIGIN: PROPOSED CXY ENERGY PRODUCTION BARGE // ENDPOINT: TIE IN POINT ON EXISTING 4' DELTA GAS CORP PIPELINE
P19920328	MOORING BASIN BETWEEN LEVEE AND RIVER TO STORE LIFT BOATS
P19920372	PROPOSAL FOR BIOREMEDIATION
P19920425	OIL / GAS // 2" FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CO // ORIGIN: COMPRESSOR PLATFORM // ENDPOINT: EXISTING SNG PLATFORM
P19920532	// 4" SWD PIPELINE // 4' MIN BLW ML // HASSIE HUNT EXPLORATION CO // ORIGIN: WELL NO 1 // ENDPOINT: BASTIAN BAY PRODUCTION FACILITIES
P19920637	WATER MAIN // 8" PVC // 4' - 8' MIN BLW ML // EMPIRE BOAT HARBOR WATERLINE // ORIGIN: PARISH ROAD 11 // ENDPOINT: EMPIRE BOAT HARBOR
P19920724	MOVE IN DRILLING BARGE AND COMPLETE LL&E SWD #1 WELL
P19920838	// 2" PIPELINE // LAID ON SURFACE // LA STATE GAS CORP // ORIGIN: WELL NO 1 // ENDPOINT: EXISTING 4" PIPELINE
	// 4" PIPELINE // LAID ON SURFACE // LA STATE GAS CORP // ORIGIN: WELL NO 1 // ENDPOINT: EXISTING 4" PIPELINE
P19920886	CONSTRUCT A DRILLSITE TO DRILL FASTERLING & MCGEE WELL NO. 2
P19920917	CONSTRUCTION OF CONCRETE HELIPORT ON PILINGS

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No	Description
P19920927	REMOVAL OF STEEL BULKHEAD, DREDGING
P19920933	DRILL KITCHEN SL 14253 WELL NO. 1
P19921095	MAINTENANCE DREDGING
P19921112	MAINTENANCE DREDGING OF OILFIELD CANALS AND SLIPS TO PLUG AND ABANDON WELLS
P19921160	INSTALL AN ACCESS ROAD WITH A BRIDGE TO ACCESS SITE, RING LEVEE LL&E "A" WELL NO. 2,
P19921197	MAINTENANCE DREDGING
P19921198	CLEANOUT OILFIELD CANALS TO PLUG AND ABANDON EXISTING WELLS
P19921223	// 4" FLOWLINE // 3' BML // PHILLIPS PETROLEUM CO // ORIGIN: HEATER PLATFORM // ENDPOINT: STORAGE TANKS
	// 4" FLOWLINE // 3' BML // PHILLIPS PETROLEUM CO // ORIGIN: S.L. PP 192 #B-1 // ENDPOINT: HEATER PLATFORM
P19921240	PROPOSED OIL PIPELINE FROM OSTRICA TO ALLIANCE
P19930148	PROPOSAL FOR TENNECO GAS TO DREDGE SLIP ADJACENT TO EXISTING SLIP FOR DRILLING GILMORE "B" WELL NO. 5
P19930162	PROPOSAL TO CONSTRUCT AND MAINTAIN DRILLSITE TO DRILL AZBY FUND ET AL. WELL NO. 1,
P19930167	// 4" PIPELINE // 11' MIN BLW@CANAL XING / 3' MIN BLW ML // TENNECO GAS // ORIGIN: GILMORE "B" NO. 1 // ENDPOINT: PLATFORM
P19930225	PROPOSED CLEANOUT, SLIP & STRUCTURES FOR DRILLING GILMORE F NO. 1, WELL
P19930234	// 4" PIPELINE // 3' MIN BLW ML // TENNECO GAS // ORIGIN: PRODUCTION PLATFORM // ENDPOINT: EXISTING 10" PIPELINE
P19930279	MOBILIZE EQUIPMENT TO REENTER AND WORKOVER EXISTING WELLS LOCATED IN BASTIAN BAY OIL AND GAS FIELD
P19930315	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE A-2 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE B-1 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE NO. 5 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: HEATER PLATFORM // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 3 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 5 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 7 RISER // ENDPOINT: FACILITY RISER

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 3155 NO. 2 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE A-2 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE B-1 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE NO. 5 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: HEATER PLATFORM // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 3 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 5 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 7 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 3155 NO. 2 RISER // ENDPOINT: FACILITY RISER
P19930712	OIL // 3" FLOWLINE // -11 NGVD / -3' BLW ML // 1OF2 - FORMAN PETROLEUM CORPORATION // ORIGIN: NO 1 WELL // ENDPOINT: PRODUCTION BARGE
	OIL // 3" FLOWLINE // -11 NGVD / -3' BLW ML // 2OF2 - FORMAN PETROLEUM CORPORATION // ORIGIN: NO 1 WELL // ENDPOINT: PRODUCTION BARGE
P19930728	OIL // 2" FLOWLINE // 3' BLW ML // GAP ENERGY INC // ORIGIN: NO 1 WELL SITE // ENDPOINT: EXISTING FLOWLINE
P19930906	// 4" PIPELINE // 3' MIN BLW ML // 1OF2 - TENNECO GAS // ORIGIN: PLATFORM // ENDPOINT: GILMORE "B" NO 5
	// 4" PIPELINE // 3' MIN BLW ML // 2OF2 - TENNECO GAS // ORIGIN: PLATFORM // ENDPOINT: GILMORE "B" NO 5
P19930930	// 8" PIPELINE // 3' MIN BLW ML +2' BLW P/L // LA STATE GAS CORP // ORIGIN: RISER @ PLATFOMR // ENDPOINT: TIE-IN TO LAST P/L
	// 8" PIPELINE // 3' MIN BLW ML +2' BLW P/L // LA STATE GAS CORP // ORIGIN: RISER @ PLATFORM // ENDPOINT: RISER @ PLATFORM
P19931004	OIL // 2.5" FLOWLINE // 3' MIN BLW ML // 1OF2 - AMOCO PRODUCTION CO // ORIGIN: LL&E WELL NO C-1 // ENDPOINT: TIE-IN POINT
	OIL // 2.5" FLOWLINE // 3' MIN BLW ML // 2OF2 - AMOCO PRODUCTION CO // ORIGIN: LL&E WELL NO C-1 // ENDPOINT: TIE-IN POINT
P19931088	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: B-1 HEATER PLATFORM
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 3OF3 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY
	OIL // 4" FLOWLINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: B-1 HEATER PLATFORM
	OIL // 4" FLOWLINE // 3' MIN BLW ML // 1OF3 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY
	OIL // 4" FLOWLINE // 3' MIN BLW ML // 2OF3 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY
	OIL // 6" FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY
P19931097	SALT WATER // 6" SWD FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CO // ORIGIN: SL 3155 SWD NO 1 // ENDPOINT: CENTRAL FACILITY NO 1
P19931219	OIL // 6" FLOWLINE // 3' MIN BLW ML // AMOCO PRODUCTION CO // ORIGIN: LL&E WELL NO C-2 // ENDPOINT: TIE-IN
P19931288	// 4" FLOWLINE // 1' - 3' MIN BLW ML // LA STATE GAS CORP // ORIGIN: BOARDED SITE // ENDPOINT: TIE-IN
P19940191	// 6" PIPELINE TO BE ABANDONED // // CHEVRON PIPE LINE CO // ORIGIN: TANK BATTERY # 3 // ENDPOINT: OSTRICE TERMINAL
P19940208	// 4" PIPELINE // 3' MIN BLW ML // 1OF2 // ORIGIN: LL&E NO A-19 // ENDPOINT: PLATFORM
	// 4" PIPELINE // 3' MIN BLW ML // 2OF2 // ORIGIN: LL&E NO A-19 // ENDPOINT: PLATFORM
P19940276	OIL // 3 1/2" FLOWLINE // // TEXOIL COMPANY // ORIGIN: EXISTING DRILL PAD // ENDPOINT: MOLES
P19940392	// 3" PIPELINE REPLACEMENT // 3' BLW ML // TENNOCO GAS // ORIGIN: PLATFORM // ENDPOINT: VALVE
P19940620	// 4" PIPELINE // 3' MIN BLW ML // TENNECO GAS // ORIGIN: WELL "GILMORE B-6" // ENDPOINT: EXISTING WALKWAY
P19940671	// 4" FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CO // ORIGIN: TIE-IN PT @ EXISTING 3" P/L // ENDPOINT: CENTRAL FACILITY
	// 4" PIPELINE // 5' - 10' BLW ML // PHILLIPS PETROLEUM CO // ORIGIN: 4" RISER // ENDPOINT: 4" RISER
P19941021	// 4" FLOWLINE // LAID IN EXISTING TRENCH // AMOCO PRODUCTION CO // ORIGIN: LL&E WELL NO C-1 // ENDPOINT: TIE-IN PT
P19941283	// 4" PIPELINE // 3' MIN BLW ML / 8' BLW CANAL XING // TENNECO GAS // ORIGIN: PLATFORM // ENDPOINT: PLATFORMS
	// 4" PIPELINE // 3' MIN BLW ML / 8' BLW CANAL XING // TENNECO GAS // ORIGIN: WELL A-21 // ENDPOINT: PLATFORMS
	// 4" PIPELINE // 3' MIN BLW ML / 8' BLW CANAL XING // TENNECO GAS // ORIGIN: WELL A-71 // ENDPOINT: PLATFORMS
	// 4" PIPELINE // 3' MIN BLW ML // TENNECO GAS // ORIGIN: WELL A-29 // ENDPOINT: PLATFORMS
	// 4" PIPELINE // 3' MIN BLW ML // TENNECO GAS // ORIGIN: WELL B-1 // ENDPOINT: PLATFORMS

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19950057	// 4" PRODUCTION LINE // 3' MIN BLW ML // 1OF2 P/L'S - AMOCO PRODUCTION CO // ORIGIN: LL&E C WELL NO 3 & 3D // ENDPOINT: RISER AT PLATFORM
	// 4" PRODUCTION LINE // 3' MIN BLW ML // 2OF2 P/L'S - AMOCO PRODUCTION CO // ORIGIN: LL&E C WELL NO 3 & 3D // ENDPOINT: RISER AT PLATFORM
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // AMOCO PRODUCTION CO // ORIGIN: LL&E C WELL NO 3 & 3D // ENDPOINT: RISER AT PLATFORM
P19950188	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 1OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 # 2 // ENDPOINT: CENTRAL FACILITY
	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 2OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 # 2 // ENDPOINT: CENTRAL FACILITY
P19950189	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 1OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 # 2 // ENDPOINT: CENTRAL FACILITY
	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 2OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 # 2 // ENDPOINT: CENTRAL FACILITY
P19950190	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 1OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 #2 // ENDPOINT: CENTRAL FACILITY
	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 2OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 #2 // ENDPOINT: CENTRAL FACILITY
P19950278	DREDGING (AS-BUILT)
	WELL NO 31: LL&E
P19950492	// 3" PIPELINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: PLATFORM // ENDPOINT: LINE TO WELL 31?
	// 4" PIPELINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: RISER // ENDPOINT: RISER
P19950886	// 12" PIPELINE // 8' BLW ML @ CANAL // KOCH GATEWAY PIPELINE CO // ORIGIN: EXISTING 22" SNG P/L // ENDPOINT: EXISTING 16" P/L
P19950906	// 4" PIPELINE // 3' MIN BLW ML // TENNECO GAS // ORIGIN: PLATFORM // ENDPOINT: PLATFORM
P19951121	// 3" FLOWLINE // 3' MIN BLW ML // LA LAND & EXPLORATION CO // ORIGIN: PRODUCTION BARGE // ENDPOINT: PLATFORM
	// 4" FLOWLINE // PIPE RACKS // 1OF3 F/L'S - LA LAND & EXPLORATION CO // ORIGIN: PRODUCTION BARGE // ENDPOINT: NO 1 WELL
	// 4" FLOWLINE // PIPE RACKS // 2OF3 F/L'S - LA LAND & EXPLORATION CO // ORIGIN: PRODUCTION BARGE // ENDPOINT: NO 1 WELL
	// 4" FLOWLINE // PIPE RACKS // 3OF3 F/L'S - LA LAND & EXPLORATION CO // ORIGIN: PRODUCTION BARGE // ENDPOINT: NO 1 WELL
P19951245	// 6" PIPELINE // 6' AVE BLW ML // ACADIAN GAS PIPELINE SYSTEM // ORIGIN: EXISTING WELL // ENDPOINT: PIPELINE TIE-IN
P19960153	AS-BUILT RE-ENTRY OF LL & E FEE WELL NO. 27

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // BASTIAN BAY FIELD, PLAQUEMINES PARISH // ORIGIN: LL&E FEE WELL NO. 27 // ENDPOINT: CENTRAL FACILITY
P19960215	FLOWLINE // 3" // DOWN TO 8' BLW MUDLINE // // ORIGIN: RISER @ SL 192 WELL #5 // ENDPOINT: RISER @ CENTRAL FACILITY #1
	HEATER PLATFORM & WALKWAY; SERVE SL 192 #5
	PIPELINE // 2" // 3' MIN BLW MUDLINE // 1OF3 // ORIGIN: SL 192 WELL #5 // ENDPOINT: CENTRAL FACILITY NO 1
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 2OF3 // ORIGIN: SL 192 WELL #5 // ENDPOINT: CENTRAL FACILITY NO 1
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 3OF3 // ORIGIN: SL 192 WELL #5 // ENDPOINT: CENTRAL FACILITY NO 1
P19960267	PIPELINE // 30" // 3' MIN BLW MUDLINE // // ORIGIN: TURNAROUND @ KOCH FACILITY // ENDPOINT: WARREN GAS PLANT
	PIPELINE // 8" // 3' MIN BLW MUDLINE // // ORIGIN: SAMADAN PLATFORM // ENDPOINT: WARREN GAS PLANT
P19960763	PETROLEUM PRODUCTS // 12" PIPELINE // 3' MIN BLW MUDLINE / 100' BLW RIVER BOTTOM // // ORIGIN: TIE FROM EXISTING P/L // ENDPOINT: TIE-IN TO EXISTING P/L
P19960890	PIPELINE // 4" // 3' MIN BLW MUDLINE // UNION PACIFIC RESOURCES CO. BASTIAN BAY // ORIGIN: UPRC GAS A-30 // ENDPOINT: TENNECO GAS A-21
P19961042	FLOWLINE // 2" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: PHILLIPS FEE M-1 // ENDPOINT: TIE-IN TO EXISTING F/L
	FLOWLINE // 3.5" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: PHILLIPS FEE M-1 // ENDPOINT: TIE-IN TO EXISTING F/L
P19961087	BLM WELL NO. 3; BASTIAN BAY FIELD
	DREDGE MATERIAL AND SPOIL, PLAQUEMINES PARISH
P19961152	AS-BUILT PILINGS MARKING XIST P/LS-THEN CANCELLED
P19961161	FLOWLINE // 3" // 3' MIN BLW MUDLINE // // ORIGIN: SL 14645 WELL #1 // ENDPOINT: PRODUCTION FACILITIES
P19961181	DRILL SL 14645 WELL #1 FROM XISTING WELL SITE
P19961274	PIPELINE // 4" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: PLATFORM FOR B.L.D. NO. 15 // ENDPOINT: PRODUCTION PLATFORM FOR B.L.D. #16
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: PLATFORM FOR B.L.D. NO. 15 // ENDPOINT: PRODUCTION PLATFORM FOR B.L.D. #16
P19961305	EXISTING PIPELINE // 2" // 3' MIN BLW MUDLINE // REMOVE/REPLACE 100' OF 2" PIPE // ORIGIN: RISERS // ENDPOINT: PT ON EXISTING LINE
	EXISTING PIPELINE // 4" // 3' MIN BLW MUDLINE // REMOVE/REPLACE 100' OF 4" PIPE // ORIGIN: RISERS // ENDPOINT: PT ON EXISTING LINE
	PIPELINE // 2" // LAID ON GROUND / 3' MIN BLW MUDLINE // // ORIGIN: WELL #1 // ENDPOINT: TIE TO EXISTING PIPELINE
	PLATFORMS + WALKWAY/PIPESUPPORT = 25'X20'+30'X15'
	RISERS (2" & 4")
P19961430	DREDGE
P19961459	PLUG FASTERLING WELL NO. 12, REMOVE PLATFORM

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19961738	FLOWLINE // 4" // 3' MIN BLW MUDLINE // // ORIGIN: PRODUCTION BARGE // ENDPOINT: HOP UP JUNCTION
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: WELL #4 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: WELL #5 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: WELL #4 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: WELL #5 // ENDPOINT: PRODUCTION BARGE
	HEATER PLATFORM + WALKWAY TO WELL #4
	HEATER PLATFORM + WALKWAY TO WELL #5
P19961858	VALVE PLACEMENT ON EXISTING PIPELINE
P19970101	DRILL B.L.M. WELL #1
	MAINTENANCE DREDGE
P19970290	WORKOVER SL 192 PP WELLS 2D &2T CANCELLED
	WORKOVER SL 192 PP WELLS 3 & 3D CANCELLED
	WORKOVER SL 192 PP WELLS 6 & 6D CANCELLED
	WORKOVER SL 192 PP WELLS 8 & 8D CANCELLED
	WORKOVER WELL #9 CANCELLED
	WORKOVER WELL LL&E #31 AS-BUILT RECOMPLETED
	WORKOVER WELLS 3 & 3D CANCELLED
	WORKOVER WELLS A-2 & 2D CANCELLED
	WORKOVER WELLS B-1 & 1D CANCELLED
P19970340	MAINTENANCE DREDGE
P19970352	BLM WELL #1; DRILL BARGE & STRS WITHDRAWN
	PIPELINE // 4" // 3' MIN BLW MUDLINE // WITHDRAWN PERMIT 1OF2 // ORIGIN: "A" WELL #3 // ENDPOINT: CENTRAL FACILITIES
	PIPELINE // 4" // 3' MIN BLW MUDLINE // WITHDRAWN PERMIT 2OF2 // ORIGIN: "A" WELL #3 // ENDPOINT: CENTRAL FACILITIES
	PIPELINE // 6" // LAID ON WALKWAY & 3' MIN BLW ML // WITHDRAWN PERMIT 1OF2 // ORIGIN: BLM WELL #1 // ENDPOINT: CENTRAL FACILITY
	PIPELINE // 6" // LAID ON WALKWAY & 3' MIN BLW ML // WITHDRAWN PERMIT 2OF2 // ORIGIN: BLM WELL #1 // ENDPOINT: CENTRAL FACILITY
	WELL "A" #3; DRILL BARGE & STRS WITHDRAWN
P19970651	RECOMPLETION OF SL 192 PP #2
P19970722	EXISTING // 16" // 3' - 10.5' BLW ML // LOWERED // ORIGIN: CENTRAL FACILITY # 1 // ENDPOINT: EXISTING PT ON LINE
P19970824	EXISTING // 8" // // PIPELINE RETIREMENT - SOUTHERN NATURAL GAS CO // ORIGIN: METER RUNS - REMOVED ALSO // ENDPOINT: TIMBER PLATFORM & TAP TO REMOVE
	REMOVE METER RUNS & TIN METER BUILDING
	REMOVE TIMBER PLATFORM & TAP
P19970856	FLOWLINE // 3.5" // 3' MIN BLW ML // // ORIGIN: ABER. # 3 LINE HEATER // ENDPOINT: CENTRAL FACILITY NO 1

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	FLOWLINE // 4" // 3' MIN BLW ML // // ORIGIN: STRUCTURE @ EXISTING PIPELINE // ENDPOINT: TIE-IN TO EXISTING MANIFOLD PLATFORM
P19970884	CLEANOUT TO DRILL B.L.D. WELL #15
	DRILL B.L.D. WELL #15 STRUCTURES
P19970909	PIPELINE // 6" // LAID ON WALKWAY / 3' MIN BLW ML @ CHANNEL XING // 1OF2 // ORIGIN: WELL #7 // ENDPOINT: CENTRAL FACILITY
	PIPELINE // 6" // LAID ON WALKWAY / 3' MIN BLW ML @ CHANNEL XING // 2OF2 // ORIGIN: WELL #7 // ENDPOINT: CENTRAL FACILITY
	PRODUCTION PLTFM + BOAT DOCK + WALKWAY
P19971005	PIPELINE // 4" // 3' MIN BLW MUDLINE // // ORIGIN: CENTRAL FACILITY #1 // ENDPOINT: LL&E WELL # B-1
P19971029	CLEANOUT TO DRILL WELL
	DRILL WELLS #$ & #5 "B", GILMORE
P19971212	P&A J.S.ABERCROMBIE WELL #4 & P/L'S
	P&A SL 192 WELL #2 & P/L'S & P/L'S
P19971244	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: B.L.D. WELL #15 // ENDPOINT: SEPARATOR PLATFORM
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: B.L.D. WELL #15 // ENDPOINT: SEPARATOR PLATFORM
P19971506	EXISTING PIPELINE // 12" // 3' MIN BLW ML // // ORIGIN: PIPELINE STA. 120+95 // ENDPOINT: PIPELINE STA. 163+95
	EXISTING PIPELINE // 12" // 3' MIN BLW ML // // ORIGIN: STA. 284+02 // ENDPOINT: STA. 290+02
P19971561	OIL // 6" FLOWLINE // // REMOVE PIPELINE // ORIGIN: BARGE // ENDPOINT: TIED-IN @ 10" CHEVRON P/L
P19971639	PIPELINE // 6" // 3' MIN BLW MUDLINE // // ORIGIN: LL&E "A" WELL #7-T // ENDPOINT: BASTIAN FACILITY
P19971666	HEATER TREATER PLATFORM: 10' X 20'
	HEATERPLTFM+WALKWAY+WELL PROTECT
	PIPELINE // 4" // 2' - 7' BLW MUDLINE // // ORIGIN: LL&E WELL #32 RISER // ENDPOINT: 6" P/L STRUCTURE
P19971671	FLOWLINE // 4" // 4' MIN BLW MUDLINE // // ORIGIN: LL&E WELL #19 // ENDPOINT: BASTIAN SEPARATOR PLATFORM
P19971672	PIPELINE // 4" // 1.5' - 5' BELOW MUDLINE // 1OF2 // ORIGIN: HEATER PLATFORM @ "A" WELL #3 // ENDPOINT: CENTRAL FACILITY
	PIPELINE // 4" // 1.5' - 5' BELOW MUDLINE // 2OF2 // ORIGIN: HEATER PLATFORM @ "A" WELL #3 // ENDPOINT: CENTRAL FACILITY
P19971689	HEATER PLATFORM: 16' X 24'
	PIPELINE // 6" // 3' MIN BLW MUDLINE // LET PERMIT EXPIRE // ORIGIN: LL&E "B" WELL #2 // ENDPOINT: BASTIAN FACILITY
P19971745	HEATER PLATFORM (16' X 24') + WALKWAY TO WELL #7
	PIPELINE // 6" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: "A" B WELL #7 // ENDPOINT: BASTIAN BAY FACILITY
	PIPELINE // 6" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: "A" B WELL #7 // ENDPOINT: BASTIAN BAY FACILITY
P19971881	PIPELINE // 6" // 3' MIN BLW MUDLINE // // ORIGIN: A.A. GILMORE #3 WELL // ENDPOINT: TIE-IN @ XIST #7 WELL
P19971913	EXISTING SWD LINE // 3" // // REMOVE PIPELINE (MAY BE 2) // ORIGIN: SWD WELL #1 // ENDPOINT: CENTRAL FACILITY NO 1

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	SWD // 3 1/2" PIPELINE // 4' MIN BLW MUDLINE // // ORIGIN: SWD WELL #1 // ENDPOINT: CENTRAL FACILITY #1
P19971917	FLOWLINE // 2.5" // 3' MIN BLW MUDLINE // REMOVAL BY P20120695 - REPRESENTATIVE DRAWINGS // ORIGIN: PRODUCTION BARGE // ENDPOINT: ACADIAN PIPELINE RISER
P19971968	EXISTING HELIPAD TO BE REMOVED
	EXISTING PLATFORM TO REMOVE DUE TO DAMAGE
	PIPELINE // 12" // 3' MIN BLW MUDLINE // FILLED WITH WATER, CAPPED, & ABANDONED // ORIGIN: PLATFORM // ENDPOINT: LENGTH UNKNOWN
	PIPELINE // 12" // 3' MIN BLW MUDLINE // LIFTED & RECONNECTED @ SUB-SEA TIE-IN // ORIGIN: PLATFORM // ENDPOINT: EXISTING PT ON LINE NOT DAMAGED
	SIDE VALVE CROSS COVERED WITH 2 CONCRETE MATS
P19980400	WITHDRAWN 12" WATERLINE CANAL XING
P19980474	PLUG & ABANDON ABERCROMBIE B WELL #1
	PLUG & ABANDON SL 192 WELL #6
	PLUG & ABANDON SL 3155 WELL #2D
	RE-COMPLETED LL&E FEE WELL #27
P19980634	REMOVE #2D/2T HEATER PLATFORM
	REMOVE FASTERLING #2 LINE HEATER PLATFORM
	REMOVE LL&E FEE M-1 HEATER & SEPARATOR FACILITY
	REMOVE SL 192 #2 LINE HEATER PLATFORM
	REMOVE SL 192 #7-7D HEATER PLATFORM
	REMOVE SOUTH HALF CENTRAL FACILITY & HELIDECK
P19980830	WITHDRAWN; REMOVE SAME AS P19980634
P19980832	FIBER OPTIC CABLE // 2" PVC PIPE // 5' BLW MUDLINE // // ORIGIN: NORTH OF DOULLUT CANAL // ENDPOINT: SOUTH OF
P19981118	FLOWLINE // 6" // 3' MIN BLW MUDLINE // WITHDRAWN // ORIGIN: BASTIAN BAY CF #1 // ENDPOINT: AMOCO FACILITY
P19981206	FLOWLINE // 2 1/2" // 3' MIN BLW MUDLINE // // ORIGIN: LL&E FEE #14 WELL // ENDPOINT: HEATER PLATFORM
	FLOWLINE // 2 1/2" // 3' MIN BLW MUDLINE // 3OF3 // ORIGIN: LL&E FEE #9 WELL // ENDPOINT: HEATER PLATFORM
	FLOWLINE // 3" // 3' MIN BLW MUDLINE // 1OF3 // ORIGIN: TIE-IN W/ EXISTING PIPELINE // ENDPOINT: HEATER PLATFORM
	GAS // 2" // 3' MIN BLW MUDLINE // 2OF3 // ORIGIN: LL&E FEE #9 WELL // ENDPOINT: HEATER PLATFORM
P19981331	DREDGE CANAL FOR DISPOSAL SITE & STATION LOC
P19981348	PROPOSED RECOMPLETION WELL
P19981363	S.O.V. SITE CLEAR; VALVE PLATFORM+WALKWAY+HELIPORT
P19981566	FLOWLINE // 5" // 10' MIN BLW MUDLINE // 1OF2 // ORIGIN: EXISTING POLE // ENDPOINT: EXISTING POLE
	FLOWLINE // 5" // 10' MIN BLW MUDLINE // 2OF2 // ORIGIN: EXISTING POLE // ENDPOINT: EXISTING POLE
P19981749	WITHDRAWN CONSTRUCTION OF 6 CAMPS & PARKING
P19990100	PIPELINE XING WARNING
P19990265	CLEANOUT AREA
	SPOIL PLACEMENT

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P19990372	DOCK IMPROVEMENTS
P19990541	NEW PUMP STATION
	PUMP STATION UPGRADE
P19990543	GAS // 4" GAS LIFT LINE // 3' MINIMUM BELOW MUDLINE // CANCELLED: PLAQUEMINES PARISH // ORIGIN: AMOCO C-3 WELL // ENDPOINT: LEDCO PLATFORM
P19990946	PIPELINE // 12" // 3' MINIMUM BELOW MUDLINE // REMOVAL & REPLACEMENT // ORIGIN: 29 17' 59"N 89 28' 23"W // ENDPOINT: 29 17' 50"N 89 28' 09"W
	PIPELINE // 6" // 3' MINIMUM BELOW MUDLINE // REMOVAL & REPLACEMENT // ORIGIN: // ENDPOINT:
P19991062	GAS // 2" // 3' MINIMUM BELOW MUDLINE // LINE ACROSS ISLAND TO REMAIN BURIED AS NATURAL // ORIGIN: S.L. 9800 WELL NO. 1 // ENDPOINT: UNION PACIFIC RES GILMORE AA NO. 3 TANK BATTERY
P19991116	CULVERT
	DRILLSITE
	RESERVE PIT
	WELL
P19991198	CRUDE OIL // 12" PIPE REPAIR // 5' BELOW MUDLINE // PIPELINE MAINTENANCE // ORIGIN: EXISTING POINT ON LINE // ENDPOINT: NEXT POINT ON LINE
P19991279	FIBER CABLE // 5' STEEL PIPE // 47' MIN BELOW CHANNEL BOTTOM // DIRECTIONALLY BORE // ORIGIN: DOULLOT CANAL // ENDPOINT:
P19991413	BRIDGE
P19991497	WELL
P20000123	PROPWASH + SHELL PAD
	WELL #1; DRILL BARGE + STRS W/ SHELL PAD
P20000261	DREDGE
	SPOIL
P20000299	DREDGE
P20000488	PIPE REPAIR
P20000530	CLEANOUT
	PLUG & ABANDON FASTERLING WELL #5
	SPOIL
P20000740	DREDGE
	SPOIL
	WORKOVER ON LL&E FEE WELL #27
P20000895	DRILL
	DRILL SITE
	NOT A PIPELINE // BOARD ROAD // // // ORIGIN: // ENDPOINT:
P20000909	NOT A PIPELINE // UTILITY POLES // // // ORIGIN: // ENDPOINT:
P20001018	DRILL SITE
P20001240	PIPELINE - EXISTING // 12" // 4' MIN BLW ML // REPAIR SECTION OF PIPELINE // ORIGIN: EXISTING PT OF PIPELINE // ENDPOINT: EXISTING PT OF PIPELINE
P20001255	DRILL
	NOT A PIPELINE // ROAD // // // ORIGIN: // ENDPOINT:
P20001330	DRILL
P20001387	DREDGE

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P20001432	SPOIL
P20001469	BULK HEAD
P20001499	DRILL
P20001513	PIPELINE // 4" // LAID ON GROUND / 3' - 6' BLW ML // // ORIGIN: WELL #1 ST // ENDPOINT: RISER
P20001625	DRILL
P20001889	FLOWLINE // 4" FLOWLINE // 3' - 4' BLW ML // 1OF2 // ORIGIN: LL&E "A" WELL #30 // ENDPOINT: EXISTING BASTIAN FACILITY
	FLOWLINE // 4" FLOWLINE // 3' - 4' BLW ML // 2OF2 // ORIGIN: LL&E "A" WELL #30 // ENDPOINT: EXISTING BASTIAN FACILITY
P20001891	BULKHEAD, CAMP, BOAT HOIST, PIER+DRIVEWAY 188'X60'
P20010012	METER STATION
	PIPELINE // 6" // 3' MIN BELOW MUDLINE // // ORIGIN: SL 16710 WELL #1 // ENDPOINT: PROPOSED 10' X 10' TIE-IN
P20010042	PIPELINE // 4" // 3' MIN BLW ML // CANCEL PERMIT - WELL WAS DRY HOLE // ORIGIN: BARGE LOADING AREA // ENDPOINT: EXISTING 4" P/L
	PIPELINE // 4" // 3' MIN BLW ML // CANCEL PERMIT - WELL WAS DRY HOLE // ORIGIN: SL 195 QQ WELL #1 // ENDPOINT: STAGING AREA & BARGE LOADING AREA
P20010362	PIPELINE // 6" // // NEVER DONE // ORIGIN: WELL #1 // ENDPOINT: TIE-IN @ XISTING LA GAS P/L
P20010791	PIPELINE // 6" // 3' MIN BLW MUDLINE // WITHDRAWN PERMIT // ORIGIN: SL 16710 WELL #1 // ENDPOINT: PIPELINE TIE-IN
	PIPELINE // 6" // 3' MIN BLW MUDLINE // WITHDRAWN PERMIT // ORIGIN: WELL #1 // ENDPOINT: PIPELINE TIE-IN
P20011106	WELL CLEARENCE
P20011389	BRIDGE
P20011396	GATHERING // 2" PIPELINE // 3' MIN BLW MUDLINE // // ORIGIN: SL 9088 WELL #1 // ENDPOINT: HEATER PLATFORM
P20011484	DRILLSITE EXTENSION
	WELL
P20011496	PIPELINE // 4" // 3' MIN BLW MUDLINE // 1OF2 PROJECT NOT DONE // ORIGIN: ENCLADE WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 1OF2 PROJECT NOT DONE // ORIGIN: SL 16710 WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: ENCLADE WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 2OF2 PROJECT NOT DONE // ORIGIN: SL 16710 WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
P20011600	MARINA VEHICLE PARKING
P20011709	DRILL SITE + BOARD ROAD + DRIVEWAY
	SL 17269 WELL #1; PROPOSED DRILLING STRUCTURES
P20011715	DREDGE
	MARSH
P20011889	PLUG & ABANDON STRUCTURES
P20011923	DREDGE
	LL&E WELL
	MARSH CREATION

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P20020123	FLOWLINE // 2" // 3' - 5' MIN BLW MUDLINE // // ORIGIN: BASTIAN BAY PIPELINE CO. - ROYAL T. SL 16152 NO .1 WELL // ENDPOINT: BLD NO. 17 WELL
P20020171	ABANDON WELL
	DREDGE
	MARSH CREATION
P20020246	FLOWLINE // 4" // 3' - 5' BLW MUDLINE // // ORIGIN: ABERCROMBIE NO.B-1 // ENDPOINT: CENTRAL FACILITY NO 1
P20020345	DREDGE
P20020443	PIPELINE // 4" // 3' - 15' BLW ML // // ORIGIN: CLAYTON WILLIAMS ENERGY CALVIN ENCALADE ET UX WELL NO.1 // ENDPOINT: TIE IN
	PIPELINE // 4" // 3' - 15' BLW ML // // ORIGIN: CLAYTON WILLIAMS ENERGY, INC. S.L. 16710 #1 // ENDPOINT: PROPOSED PLATFORM
	PIPELINE // 4" // 3' - 15' BLW ML // // ORIGIN: SAGO TIE IN // ENDPOINT: PROPOSED PLATFORM
	PLATFORM
P20020591	PIPELINE REPAIR (12")
P20020721	PIPELINE // 4" // 3' MIN BLW ML // LINE NEVER LAID; WELL WAS DRY HOLE // ORIGIN: SL 17269 WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
P20020731	BULKHEAD
P20020754	BULKHEAD, WALKWAYS
P20020820	SITE CLEARANCE O&G WELL
P20020829	DREDGE
	SPOIL
	WITHDRAWN FASTERLING WELL #1; DREDGE ALONG WITH
P20020912	DREDGE FOR PIPELINE REPAIR
	PIPELINE REPAIR
P20021147	FLOWLINE // 3" // 3' MIN BLW ML // WITHDRAWN PERMIT 2OF2 // ORIGIN: HILCORP ENERGY CO WELL #4 // ENDPOINT: EXISTING FACILITY
	GAS LIFT LINE // 2" // 3' MIN BLW ML // WITHDRAWN PERMIT 1OF2 // ORIGIN: HILCORP ENERGY CO WELL #4 // ENDPOINT: EXISTING FACILITY
P20021245	SITE CLEARANCE
P20021358	SEAFOOD DOCK REPAIR
P20021566	SITE CLEARANCE
P20030005	DREDGING FOR LL&E WELL#1
	LL&E WELL#1
	SPOIL FROM DREDGING
P20030009	EARTHEN PLUG
	FLOWLINE MAINT & REFURBISHMENT // 6" // UNKNOWN // 1 OF 3 MAINTENANCE & REFURBISHMENT // ORIGIN: VENICE // ENDPOINT: BURAS
	FLOWLINE MAINT & REFURBISHMENT // 6" // UNKNOWN // 2 OF 3 MAINTENANCE & REFURBISHMENT // ORIGIN: VENICE // ENDPOINT: BURAS
	PIPELINE MAINT & REFURBISHMENT // 12" // UNKNOWN // 3OF 3 MAINTENANCE & REFURBISHMENT // ORIGIN: VENICE // ENDPOINT: BURAS

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P20030171	EXISTING PIPELINE // 4" // REMOVED // DIRECTION UNSURE-INSTALL BLIND FLANGE, INSTALL 35' PILING & P/L MARKER SIGN // ORIGIN: PT ON LINE // ENDPOINT: CHEVRON MP 189.2:MS-4052 TAP 5 & 7
P20030208	CRUDE OIL // 16" // 3' - 10' BLW ML // INSPECT & REPAIR EXISTNG 12" DELTA P/L // ORIGIN: MAIN PASS BLOCK 69 PLATFORM // ENDPOINT: SPLC'S NAIRN STATION
P20030228	EMERGENCY REPAIR OF 28 POWER POLES IN BAY ADAMS
	MITIG - HAY BALES/WETLANDS CREATION
P20030342	PIPELINE MAINTENANCE // 8" // 5' MIN BLW ML // 1 OF 2 // ORIGIN: REPAIR POINT B - EMPIRE VALVE STATION - 2165' OF REPAIRS // ENDPOINT:
P20030527	DREDGE
	SPOIL
P20030572	BULKHEAD REMOVAL
	CLEANOUT
	PIPELINE MAINTENANCE // 8" // UNKNOWN // 1 OF 1 // ORIGIN: UNKNOWN // ENDPOINT: 700' OF MAINTENANCE
	SPOIL
P20030700	CLEANOUT
	PIPELINE MAINTENANCE // 8" // // 1 OF 1 STRIP BACK // ORIGIN: CHEVRON/TEXACO CHICHARAS BAY // ENDPOINT: CHEVRON/TEXACO CHICHARAS BAY
	SPOIL
P20030740	PIPELINE REPAIR - 75' // 20" // // 1 OF 1 // ORIGIN: REPAIR NO. BS-16.1 // ENDPOINT: REPAIR NO BS-16.2
P20030774	METER SITE
	PIPELINE // 16" (EAST) // 3' MIN BLW ML // LOOP LINE EAST // ORIGIN: TIE-IN TO 16" DELTA P/L // ENDPOINT: CHEVRON TEXACO TERMINAL
	PIPELINE // 16" (WEST) // 3' MIN BLW ML // LOOP LINE WEST // ORIGIN: TIE-IN TO 16" DELTA P/L // ENDPOINT: CHEVRON TEXACO TERMINAL
	PIPELINE // 16" // 4' MIN BLW ML // 1 OF 3 // ORIGIN: CHEVRON TEXACO TERMINAL AT EMPIRE // ENDPOINT: SHELL 16" DELTA PIPELINE
	PIPELINE // 16" // 4' MIN BLW ML // 2 OF 3 // ORIGIN: CHEVRON TEXACO TERMINAL AT EMPIRE // ENDPOINT: SHELL 16" DELTA PIPELINE
	PIPELINE // 16" // ABOVE GROUND // 3 OF 3 // ORIGIN: METER SITE // ENDPOINT: MANIFOLD WITHIN CHEVRON TEXACO TERMINAL AT EMPIRE
P20030884	BARGE MOUNTED DRILLING RIG
P20030888	FLOWLINE // 4" // 3'-5' MIN BLW ML // 1 OF 2 // ORIGIN: PROPOSED HEATER PLATFORM // ENDPOINT: EXISTING HEADER PLATFORM
	FLOWLINE // 4" // 3'-5' MIN BLW ML // 2 OF 2 // ORIGIN: PROPOSED HEATER PLATFORM // ENDPOINT: EXISTING HEADER PLATFORM
P20030931	FIBER OPTIC CABLE BORED UNDER DOULLUT CANAL
P20031086	DREDGE FOR ACCESS TO PIPELINE REPAIR
	SHELL 16" PIPELINE REPAIR

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P20031452	EXCAVATION /PIPELINE REPAIR SITE 3-1
	EXCAVATION/PIPELINE REPAIR SITE 3-2
	PIPELINE (12") ANOMALY SITE 3-1
	PIPELINE (12") ANOMALY SITE 3-2
P20031502	PIPELINE MAINTENANCE/REFURBISHMENT
P20031504	CLAMP INSTALLATION - 20" PIPELINE MAINTENANCE
P20031554	BULKHEAD: 250'
P20031715	FLOWLINE // 4" // 3' MIN BLW MUDLINE // // ORIGIN: SL 16152 WELL #1 // ENDPOINT: EXISTING HEATER PLATFORM
P20031836	BULKHEAD
P20031883	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 2 // ORIGIN: LL&E WELL #27 // ENDPOINT: SL 192 WELL #2
	GAS FLOWLINE // 2" GAS LINE // 3' MIN BLW ML // 2 OF 2 // ORIGIN: LL&E WELL #27 // ENDPOINT: SL 192 WELL #2
P20040041	BENEFICIAL USE OF SPOIL
	DREDGE
	WELL LOCATION, STRUCTURES LL&E NO 3
P20040118	FLOWLINE // 3" // 3' MIN BLW ML // 2 OF 2 // ORIGIN: WELL #4 BASTIAN BAY // ENDPOINT: EXISTING FACILITY
	GAS LIFT LINE // 2" // 3' MIN BLW ML // 1 OF 2 // ORIGIN: WELL #4 BASTIAN BAY // ENDPOINT: EXISTING FACILITY
P20040286	PIPELINE INSPECT/REPAIR // 16" // UNKNOWN // 1 OF 1 // ORIGIN: VALVE SITE ON 16" DELTA CRUDE PIPELINE // ENDPOINT: CHEVRON TEXACO OSTRICA STATION
P20040324	CATHOTIC PROTECTION TEST LEAD SITE 1
P20040339	SIDEWALK ADDITION/REPLACEMENT - BURAS
P20040652	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 2 // ORIGIN: PRODUCTION BARGE // ENDPOINT: EXISTING 10" PIPELINE
	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 3 // ORIGIN: LL&E WELL NO 3 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW ML // 2 OF 2 // ORIGIN: PRODUCTION BARGE // ENDPOINT: EXISTING 10" PIPELINE
	FLOWLINE // 4" // 3' MIN BLW ML // 2 OF 3 // ORIGIN: LL&E WELL NO 3 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW ML // 3 OF 3 // ORIGIN: LL&E WELL NO 3 // ENDPOINT: PRODUCTION BARGE
	HEATER PLATFORM: 15' X 40'
	PRODUCTION BARGE: 40' X 140'
P20040670	CRUDE OIL PIPELINE MAINTENANCE/REPAIR // 14" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: EMPIRE // ENDPOINT: CHALMETTE
P20040992	SITE CLEARANCE BASTIAN BAY CONDENSATE CF #1
P20041302	SITE CLEARANCE ODESSA BURCH ET AL WELL NO 1
P20041612	MOEM 10" PIPELINE REPAIR
P20050325	DREDGING
	LOCATION, LL&E NO. 33 WELL
	MAINTENANCE DREDGING
	SPOIL
P20050448	FLOWLINE // 2" // 4' MIN BLW WATER BOTTOM // 1 OF 1 // ORIGIN: LL&E NO 33 WELL // ENDPOINT: EXISTING HEADER PLATFORM

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	FLOWLINE // 4" // 4' MIN BLW WATER BOTTOM // 1 OF 1 // ORIGIN: LL&E NO 33 WELL // ENDPOINT: EXISTING HEADER PLATFORM
P20050498	EXCAVATION AREA EMPIRE FLOODGATE
	SPOIL
P20050566	DOCK AREA; BULKHEAD; DREDGED AREA
	DRAINAGE PIPE // 10" // 1' BLW MUDLINE // // ORIGIN: TOP OF DOCK // ENDPOINT:
	ROAD; EXTEND TO DOCK
P20050716	DRILL SITE ROSE CHOUEST ET AL WELL NO 1
P20050726	MOEM CALIF. BAY HCA PIPELINE REPAIR #1
	MOEM CALIF. BAY HCA PIPELINE REPAIR #2
P20050781	BULKHEAD #108 & RIP-RAP REMOVAL
	BULKHEAD #109 & RIP-RAP REMOVAL
	BULKHEAD #112 & RIP-RAP REMOVAL
	BULKHEAD #113 & RIP-RAP REMOVAL
	BULKHEAD #114 & RIP-RAP REMOVAL
	BULKHEAD #85 & RIP-RAP REMOVAL
	BULKHEAD #87 & RIP-RAP REMOVAL
	BULKHEAD #88 & RIP-RAP REMOVAL
	BULKHEAD #89 & RIP-RAP REMOVAL
	BULKHEAD #90 & RIP-RAP REMOVAL
	BULKHEAD #98 & RIP-RAP REMOVAL
	POTENTIAL PROP WASHING ACCESS ROUTE
P20050962	DRILL STRUCTURES LL&E NO 34 WELL
	SPOIL
	WHEELWASHING
P20051332	AGGREGATE OVER 12" BOA PIPELINE
P20051378	FLOWLINE // 2" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E NO 34 WELL // ENDPOINT: EXISTING HEADER PLATFORM
	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E NO 34 WELL // ENDPOINT: EXISTING HEADER PLATFORM
P20051625	RING LEVEE AREA - BARGE RECOVERY
P20051637	BULKHEAD
P20060220	BULKHEAD
P20060344	PIPELINE CROSSING (TIMBER MAT)
P20060386	REMOVE/REPLACE DOULLUT CANAL BRIDGE
P20060401	DRILL STRUCTURES LL&E NO 34 WELL
	MAINTENANCE DREDGING
	SPOIL
P20060402	FLOWLINE // 2" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E NO 34 WELL // ENDPOINT: EXISTING HEADER PLATFORM
	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E NO 34 WELL // ENDPOINT: EXISTING HEADER PLATFORM
P20060508	AREAWIDE PIPELINE MAINTENANCE // 12" // 3' MIN BLW ML, TOP OF GROUND, 4' BLW CANALS // PIPELINE MAINTENANCE // ORIGIN: VENICE LAUNCHER/RECEIVER FACILITY // ENDPOINT: EMPIRE LAUNCHER/RECEIVER FACILITY
P20060683	DECOMMISSIONING EMPIRE FIELD

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	DECOMMISSIONING SN 120415
	DECOMMISSIONING SN 94734, 93450
	DECOMMISSIONING SN 99642, 100532, 101166, 101471
	FLOWLINE DECOMMISSIONING // UNKNOWN // UNKNOWN // 1 OF 1 // ORIGIN: EMPIRE FIELD // ENDPOINT: EMPIRE FIELD
	SITE CLEARANCE EMPIRE FIELD - DECOMMISSIONING
P20060733	EMPIRE CONTROL BLDG & PLATFORM
P20060754	DRILL ENTRY & 200' X 200' BOARD MATTING
	DRILL EXIT & 200' X 200' BOARD MATTING
	PIPELINE // 12" // DRILL UNKNOWN // 1 OF 1 // ORIGIN: CROSS THE MISS RIVER // ENDPOINT: CROSS THE MISS RIVER
P20061023	PROJECT CANCELLED: SPOIL
	PROJECT CANCELLED: WHEELWASHING
	STRUCTURES LL&E WELL NO 001
P20061144	ELECTRIC LINE BORE // ELECTRIC LINE // BORED // 1 OF 1 // ORIGIN: DOULLUT CANAL // ENDPOINT: DOULLUT CANAL
P20061152	BULKHEAD, DOCK, BACKDOWN RAMP
P20061175	EXISTING PIPELINE MAINTENANCE // 12" // VARIES // AREA WIDE PERMIT // ORIGIN: STATE WATERS // ENDPOINT: NAIRN STA
P20061366	BENEFICIAL USE OF SPOIL
	DREDGE
	SPOIL
	STRUCTURES PIVACH AGENCY INC WELL NO 1
P20061430	SEAFOOD DOCK
P20061595	BOA PIPELINE // 12" // 2' MIN COVER - VALVE ABOVE GROUND // RELOCATION OF PIPE SEGMENT (REPLACEMENT) // ORIGIN: WEST SIDE OF LEVEE // ENDPOINT: EAST SIDE OF LEVEE
	EXISTING BOA PIPELINE // 12" // // REMOVAL OF PIPE SEGMENT // ORIGIN: WEST SIDE OF LEVEE // ENDPOINT: EAST SIDE OF LEVEE
P20061652	BULKHEAD
P20061782	MOEM 14" PIPELINE REPAIR
P20061818	12' ACCESS ROAD, BOARDED DRILL PAD, TIE-IN
	DRILL ENTRY POINT - PG2
	DRILL EXIT POINT - PG2 & PG4
	PIPELINE // 20" // DIRECTIONAL DRILL // 1 OF 1 OPTION 'B' = 5,060' // ORIGIN: DRILL ENTRY PT AT MISS RIVER // ENDPOINT: DRILL EXIT PT AT PULLBACK
	POLY-PIPE // 4" // // 1,598' // ORIGIN: DRILL ENTRY POINT // ENDPOINT: DISCHARGE POINT
	POLY-PIPE // 4" // // 459' // ORIGIN: DRILL EXIT POINT // ENDPOINT: DISCHARGE POINT
	PULLBACK // 20" // LAID ON ROLLERS // 1 OF 1 TEMPORARY PULLBACK = 5,052 // ORIGIN: // ENDPOINT: DRILL EXIT POINT
	TAP - PG4
	VALVE SITE & ACCESS ROAD
P20070008	PIPELINE // 20" CAL-KY PIPELINE SYSTEM AREA PERMIT // 3' MIN BLW ML // AREA WIDE PERMIT // ORIGIN: EMPIRE FACILITY // ENDPOINT: EXISTING 20" PIPELINE (NORTH LOOP)
P20070043	BANK STABILIZATION

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	FLOWLINE // 4" // DIRECTIONALLY DRILLED // 1 OF 2 // ORIGIN: MISSISSIPPI RIVER - PLAQUEMINES PSH // ENDPOINT: MISSISSIPPI RIVER - PLAQUEMINES PARISH
	HYDRAULIC DREDGE - 250' X 50' X 1'
	NOT A PIPELINE // PULLBACK // // TEMPORARY PULLBACK // ORIGIN: PIPELINE DRILL EXIT POINT // ENDPOINT:
	PIPELINE // 12" // DIRECTIONALLY DRILLED // 2 OF 2 // ORIGIN: MISSISSIPPI RIVER - PLAQUEMINES PSH // ENDPOINT: MISSISSIPPI RIVER - PLAQUEMINES PARISH
	RECEIVER SITE 28' X 28', ACCESS ROAD
	VALVE SITE, DRILL SITE, ACCESS ROAD
P20070065	PIPELINE LOWERING // 22" // 3' MIN BLW NATURAL BOTTOM // 1 OF 1 LOWER PORTION OF EXISTING LINE // ORIGIN: UNKNOWN PT ON LINE // ENDPOINT: UNKNOWN PT ON LINE
P20070204	DREDGE - SEAFOOD DOCK
	FILL - SEAFOOD DOCK
P20070281	AREA WIDE PERMIT // 6" // 3' MIN BLW ML & NATURAL GROUND // 1 OF 1 AREA WIDE PERMIT // ORIGIN: VENICE MULTIPLES // ENDPOINT: EMPIRE TERMINAL
P20070440	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: PIVACH AGENCY INC WELL #1 PLATFORM // ENDPOINT: TIE-IN EXISTING FLOWLINE
P20070460	EXISTING PIPELINE // 12" BOA (MAIN & LOOP) MAINTENANCE // 7' BLW ML // AREA WIDE PERMIT FOR MAINTENANCE // ORIGIN: // ENDPOINT:
P20070560	50' X 650' WORKSPACE - BUGGY ACCESS
	PLATFORM - VALVE CAP 12" PIPELINE
P20070682	RING LEVEE, BOARD ROAD
	SL 18165 NO 1 WELL LOCATION & STRUCTURES
P20070716	EXISTING PIPELINE AREA WIDE INSPECTION // 16" // // 1 OF 2 AREA WIDE PERMIT FOR PIPELINE INSPECTIONS/REPAIRS // ORIGIN: // ENDPOINT:
	EXISTING PIPELINE AREA WIDE INSPECTION // N/A // // 2 OF 2 AREA WIDE PERMIT FOR PIPELINE INSPECTIONS/REPAIRS // ORIGIN: // ENDPOINT:
P20070809	REPAIR CHEVRON 12" PIPELINE SITE NO 1
P20071086	BULKHEAD
P20071182	STRUCTURE #1 (ROCKS) REMOVAL
	STRUCTURE #12 (GOBI MAT) REMOVAL
	STRUCTURE #13 (RIP/RAP) REMOVAL
	STRUCTURE #14 (BULKHEAD/SHELLPAD)REMOVAL
	STRUCTURE #15 (SHELL PAD) REMOVAL
	STRUCTURE #2 (ROCKS/MATS) REMOVAL
	STRUCTURE #3 (ROCKS/MATS) REMOVAL
	STRUCTURE #4 (BULKHEAD) REMOVAL
	STRUCTURE #5 (BULKHEAD) REMOVAL
	STRUCTURE #6 (ROCKS/MATS) REMOVAL
	STRUCTURE #7 (ROCKS/MATS) REMOVAL
	STRUCTURE #8 (GOBI MAT/PILING) REMOVAL

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P20071213	BURAS WATER TOWER REPLACEMENT
P20071834	BENEFICIAL USE OF SPOIL
	DREDGING SLIP @ ABERCROMBIE WELL NO 10
	WELL LOCATION & STRS; ABERCROMBIE NO 10
P20080126	FLOWLINE // 2" // // 1 OF 1 // ORIGIN: ABERCROMBIE 10 // ENDPOINT: EXISTING PLATFORM
	PIPELINE // 4" // JETTED 5' MIN BLW ML // 1 OF 2 // ORIGIN: ABERCROMBIE NO 10 // ENDPOINT: EXISTING PLATFORM
	PIPELINE // 6" // JETTED 5' MIN BLW ML // 2 OF 2 // ORIGIN: ABERCROMBIE NO 10 // ENDPOINT: EXISTING PLATFORM
P20080127	GAS LIFT LINE // 2" // 3' BLW ML & JETTED 5' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E WELL NO 32 // ENDPOINT: PROPOSED TIE-IN
P20080176	PIPELINE // 4" // 3' - 3.5' BLW ML // 1 OF 2 // ORIGIN: EXISTING FACILITY // ENDPOINT: EXISTING FACILITY
	PIPELINE // 6" // 3' - 3.5' BLW ML // 2 OF 2 // ORIGIN: EXISTING FACILITY // ENDPOINT: EXISTING FACILITY
P20080244	EMPIRE BOAT HARBOR REPAIRS
P20080273	FLOOD WALL REPLACEMENT
P20080362	DREDGE & SPOIL FOR REPAIR
	DREDGE/JET MAIN PIPELINE & SPOIL
P20080596	CLEANOUT FOR ACCESS TO CW FASTERLING ET AL NO 1
	EXISTING GAS PIPELINE // 20" // LOWER TO 5' BLW ML // 7 OF 13 LINE SEGMENTS TO LOWER = 278.8' // ORIGIN: 29°18'58.2"N 89°32'53.8"W // ENDPOINT: 29°18'56.0"N 89°32'51.9"W
	EXISTING PIPELINE // 2" OR 4" // LOWER TO 5' BLW ML // 9 OF 13 LINE SEGMENTS TO LOWER = 968.9' // ORIGIN: 29°18'55.7"N 89°32'57.7"W // ENDPOINT: 29°18'55.1"N 89°33'07.7"W
	EXISTING PIPELINE // 3" // LOWER TO 5' BLW ML // 1 OF 13 LINE SEGMENTS TO LOWER = 136.7' // ORIGIN: 29°18'50.4"N 89°31'12.7"W // ENDPOINT: 29°18'49.3"N 89°31'13.6"W
	EXISTING PIPELINE // 3" // LOWER TO 5' BLW ML // 10 OF 13 LINE SEGMENTS TO LOWER = 541.4' // ORIGIN: 29°18'54.5"N 89°32'37.9"W // ENDPOINT: 29°18'56.0"N 89°32'43.6"W
	EXISTING PIPELINE // 3" // LOWER TO 5' BLW ML // 11 OF 13 LINE SEGMENTS TO LOWER = 1160.5' // ORIGIN: 29°18'51.9"N 89°32'05.2"W // ENDPOINT: 29°18'52.3"N 89°32'18.3"W
	EXISTING PIPELINE // 3" // LOWER TO 5' BLW ML // 8 OF 13 LINE SEGMENTS TO LOWER = 1441.8' // ORIGIN: 29°18'56.9"N 89°32'51.6"W // ENDPOINT: 29°18'55.0"N 89°33'07.5"W
	EXISTING PIPELINE // 4" // LOWER TO 5' BLW ML // 12 OF 13 LINE SEGMENTS TO LOWER = 4315' // ORIGIN: 29°18'52.6"N 89°32'01.4"W // ENDPOINT: 29°18'58.2"N89°32'49.2"W
	EXISTING PIPELINE // 4" // LOWER TO 5' BLW ML // 6 OF 13 LINE SEGMENTS TO LOWER = 111' // ORIGIN: 29°18'52.9"N 89°32'13.6"W // ENDPOINT: 29°18'51.8"N 89°32'13.6"W
	EXISTING PIPELINE // 6" // LOWER TO 5' BLW ML // 2 OF 13 LINE SEGMENTS TO LOWER = 122.5' // ORIGIN: 29°18'51.3"N 89°31'57.2"W // ENDPOINT: 29°18'52.5"N 89°31'57.0"W
	EXISTING PIPELINE // 6" // LOWER TO 5' BLW ML // 3 OF 13 LINE SEGMENTS TO LOWER = 80.8' // ORIGIN: 29°18'52.5"N 89°31'59.9"W // ENDPOINT: 29°18'51.7"N 89°31'59.9"W

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	EXISTING PIPELINE // 6" // LOWER TO 5' BLW ML // 4 OF 13 LINE SEGMENTS TO LOWER = 121.5' // ORIGIN: 29°18'51.5"N 89°32'01.0"W // ENDPOINT: 29°18'52.7"N 89°32'01.1"W
	EXISTING SNG PIPELINE // 8" // LOWER TO 5' BLW ML // 5 OF 13 LINE SEGMENTS TO LOWER = 993.4 // ORIGIN: 29°18'52.7"N 89°32'06.2"W // ENDPOINT: 29°18'52.1"N 89°32'17.4"W
	SPOIL PLACEMENT
	WELL LOCATION & STRS: CW FASTERLING ET AL NO 1
P20080640	EXCAVATION
	SPOIL PLACEMENT
P20080641	DEBRIS REMOVAL
P20080672	FRESH WATER NOZZLE INSTALLATION
	TIE-IN @ EXISTING WATER LINE
	WATER // UNKNOWN // LAID ON GROUND SURFACE // TRANSFERRED TO ENFORCEMENT // ORIGIN: TIE-IN @ EXISTING WATER LINE // ENDPOINT: FRESH WATER NOZZLE
P20080677	PIPELINE // 14" REPLACEMENT LINE // VARIES 3' - 5' // 1 OF 1 REMOVE 10" & REPLACE WITH 14" // ORIGIN: EXISTING PLATFORM // ENDPOINT: MOEM STATION
P20080708	EMPIRE TERMINAL BACK BARGE RAMP & BULKHEAD
P20080798	RFD - DISPOSAL PIT
	RFD - DISPOSAL SITE
	RFD - DRAINAGE CANAL MAINTENANCE
P20080896	PIPELINE REPAIR SITE EP-1
	PIPELINE REPAIR SITE EP-2
	PIPELINE REPAIR SITE EP-3
	WORKSPACE: TEMPORARY
P20080933	PIPELINE // 4" // 3' MIN BLW ML // 1 OF 2 // ORIGIN: EXISTING PLATFORM // ENDPOINT: TIE-IN TO EXISTING PLATFORM
	PIPELINE // 4" // 3' MIN BLW ML // 2 OF 2 // ORIGIN: EXISTING PLATFORM // ENDPOINT: TIE-IN TO EXISTING PLATFORM
P20080979	PIPELINE REPAIR: ANOMALY SITE S51
P20081172	RFD - DISPOSAL PIT
	RFD - DISPOSAL PITS
	RFD - EXISTING DISPOSAL PITS
	RFD - EXISTING DRAINAGE CANAL MAINTENANCE
P20081301	REPAIR PIPELINE 16"
P20081408	SOV - FREE FLOW POWER DEVELOPMENT - FORT JACKSON
P20081420	EMERGENCY 8" VP01 P/L REPAIR
P20081429	ANOMALY REPAIR S198 (MAIN) 600'X130' WORKSPACE
	ANOMALY REPAIR S208 (MAIN) 600'X130' WORKSPACE
	ANOMALY REPAIR S361 (MAIN) 600'X140' WORKSPACE
	ANOMALY REPAIR S490 (MAIN) 600'X130' WORKSPACE
	ANOMALY REPAIR S503 (MAIN) 600'X130' WORKSPACE
P20081485	RFD - DISPOSAL PIT
P20090102	RING LEVEE & DRILL SITE
	SL 19250 WELL NO 001 LOCATION & STRS
P20090258	EMPIRE TERMINAL FRONT DOCK AFTERTHEFACT COMPLIANCE

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P20090311	BOAT DOCK
P20090387	DIG #49: REPAIRS TO 12" PIPELINE
	DIG #50: REPAIRS TO 12" PIPELINE
	DIG #51: REPAIRS TO 12" PIPELINE
P20090442	PIPELINE // 12" // 3' MIN BLW MUDLINE // 7 SEGMENTS OF EXITING BASTIAN BAY 12" P/L TO BE LOWERED // ORIGIN: PT 1-1 // ENDPOINT: PY 7-4
P20090471	BULKHEAD REPLACEMENT & COTTAGES CONSTRUCT
P20090663	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 1 = 560' // ORIGIN: SL 19250 WELL NO 001 // ENDPOINT: EXISTING FLOWLINE (TIE-IN)
P20090776	ABERCROMBIE: SEARCH FOR TAP VALVE ON 12" PL
	BURLINGTON: REPLACE METER TUBE
	SANDBLAST/PAINT PLATFORM SURFACE: BLOCK VALVE 501
	SANDBLAST/PAINT PLATFORM SURFACE: EASTERN TERMINUS
	TEXACO BAYOU LONG; CLOSE TAP VALVE ON 12" GAS LINE
P20090815	SOIL BORING SITE FOR SCHOOL SITE
P20090838	SOIL BORINGS :SOUTH PLAQ VEHICLE MAINTENANCE FAC
P20100203	RFD - BUILDING REPAIR, EMPIRE LOCKS, CQ
P20100235	DREDGE BOAT SLIP AT EMPIRE LOCKS
P20100291	PLATFORM INSTALLATION & FILL
P20100468	REPAIR/MODIFY EXISTING DOCK
P20100539	GENERATOR CONNECTION BOX, FOOTING & POWER POLE
P20100579	BULKHEAD REPAIR
	REPAIR BULKHEAD 79, LINE 40
P20100700	WHARF/PIER/BOATHOUSE
P20100724	ANOMALY REPAIR S1126 (600') ON 12" BOA MAIN PL
	ANOMALY REPAIR S337 (600') ON 12" BOA MAIN PL
	ANOMALY REPAIR S654 (600') ON 12" BOA MAIN PL
	ANOMALY REPAIR S834 (600') ON 12" BOA MAIN PL
P20100753	RFD - ANODE BED: REPAIR 20" PIPELINE
	RFD - POWER POLE
P20100764	CONCRETE MAT REPAIR S61 ON 12" BOA MAIN LOOP LINE
P20100830	DREDGE PIPE CORRIDOR
	SEGMENT W8 CREST - SHELL ISLAND
	SEGMENT W8 SLOPE BREAK - SHELL ISLAND
	SEGMENT W8 TOE OF FILL - SHELL ISLAND
P20100936	EXISTING LINE LAL 0247 // 10" // LOWERED TO 3' MIN BLW ML // 1 OF 4 LINE SEGMENTS TO LOWER // ORIGIN: 29°23'00.20"N 89°31'50.96"W // ENDPOINT: 29°23'04.66"N 89°31'46.51"W
P20100953	VALVE REMOVAL
P20100989	SOUTH PLAQUEMINES SCHOOL FACULTY HOUSING
P20100999	CRUDE PUMP FOUNDATION
	MCC BUILDING FOUNDATION
	METER SKID FOUNDATION
	NOT A PIPELINE // // // NEW BERM // ORIGIN: // ENDPOINT:
	TANK, TANK FOUNDATION
P20101003	BULKHEAD 10 REMOVAL

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	BULKHEAD 11 REMOVAL
	BULKHEAD 12 REMOVAL
	BULKHEAD 13 REMOVAL
	BULKHEAD 15 REMOVAL
	BULKHEAD 16 REMOVAL
	BULKHEAD 17 REMOVAL
	BULKHEAD 18 REMOVAL
	BULKHEAD 19 REMOVAL
	BULKHEAD 2 REMOVAL
	BULKHEAD 20 REMOVAL
	BULKHEAD 21 REMOVAL
	BULKHEAD 22 REMOVAL
	BULKHEAD 23 REMOVAL
	BULKHEAD 24 REMOVAL
	BULKHEAD 25 REMOVAL
	BULKHEAD 26 REMOVAL
	BULKHEAD 27 REMOVAL
	BULKHEAD 3 REMOVAL
	BULKHEAD 4 REMOVAL
	BULKHEAD 5 REMOVAL
	BULKHEAD 7 REMOVAL
	BULKHEAD 8 REMOVAL
	BULKHEAD 9 REMOVAL
P20101044	SOUTH PLAQUEMINES HIGH SCHOOL BUILDING
P20101048	DREDGE & SPOIL
	EXISTING 16" CYPRESS CRUDE // 16" // LOWER TO 4' BLW ML // 1 OF 6 LINE SEGMENTS TO LOWER // ORIGIN: // ENDPOINT:
	EXISTING 16" CYPRESS CRUDE // 16" // LOWER TO 4' BLW ML // 2 OF 6 LINE SEGMENTS TO LOWER // ORIGIN: // ENDPOINT:
P20101111	EXISTING CYPRESS PIPELINE // 10" // 3' BLW ML // 1 OF 1 LINE SEGMENT TO REPAIR // ORIGIN: // ENDPOINT:
P20101130	EXCAVATE TO SHUT-IN VALVE
	EXISTING PIPELINE (TO REMOVE & REPLACE) // 6" // 4.4' BLW ML // 1 OF 1 LINE TO REMOVE/REPLACE // ORIGIN: EXISTING PLATFORM // ENDPOINT: EXISTING VALVE
	EXISTING PIPELINE (TO REMOVE) // 6" // // 1 OF LINES TO REMOVE // ORIGIN: EXISTING PLATFORM // ENDPOINT: EXISTING VALVE
P20101170	PIPELINE REPAIR: 116' OF 12" CRUDE OIL
P20101295	REMOVE 6" RISER TIE-IN
P20101343	CAMPS, OFFICE & STORAGE BUILDING
P20101416	AT GRADE LEVEE CROSSING
	BOOSTER PUMP NO 1
	BOOSTER PUMP NO 2
	BOOSTER PUMP NO 3
	BOOSTER PUMP NO 4
	BOOSTER PUMP NO 5
	BOOSTER PUMP NO 6
	BORROW AREA MR-B-09 PERIMETER

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	BORROW AREA MR-E-09 PERIMETER
	CONVEYANCE CORRIDOR ALIGNMENT
	HURRICANE PROTECTION LEVEE CROSSING
	MOORING AREA: TEMPORARY
	SEDIMENT // 42" // 1'-3.5' BLW CRUSHED STONE CROWN RAMP // 1 OF // ORIGIN: BORROW AREA MR-B-09 // ENDPOINT: BORROW AREA MR-E-09
	WORK AREA: 432'X432' & NAVIGATIONAL CROSSING
P20101434	PIPELINE REPAIR SITE CONCRETE SLAB
P20101449	SITE IMPROVEMENTS AT BURAS BOAT HARBOR
	SITE IMPROVEMENTS AT EMPIRE BOAT HARBOR
P20101506	HOME, BULKHEAD, WHARF, BOATHOUSE
P20110052	SOV - FULLER CENTER DISASTER REBUILD PROJECT
P20110064	EXISTING CRUDE OIL PIPELINE // 12" // // INSTALL GROUT BAGS FOR SUPPORT // ORIGIN: // ENDPOINT:
P20110144	SITE 1: PIPELINE SEGMENT REMOVAL
P20110150	SOV - 113 ZUVICH LANE - BURAS
	SOV - 160 LOUIS MOREL LANE - BURAS
	SOV - 178 CHOUEST LANE - BURAS
	SOV - 33531 HWY 11 - EMPIRE
P20110174	SOV - 138 FOSTER LANE - BURAS
	SOV - 34838 HWY 11 - BURAS
P20110569	BULKHEAD REPLACEMENT: 175'
	DRIVE PILES: (12) 50'
	DRIVE PILES: (14) 50'
	REPLACE WASTE OIL COLLECTION AREA
P20110584	BERM
P20110587	HYDRAULIC DREDGING
	MARSH NOURISHMENT
	SPOIL PLACEMENT
	TEMPORARY PIPELINE // DREDGE PIPELINE // // // ORIGIN: // ENDPOINT:
	WELL LOCATION: LL&E WELL NO 001
P20110694	DREDGE FEDERAL EMPIRE TO GULF WATERWAY
	EMPIRE FLOODGATE REPAIR: EUA 11-027
	EMPIRE NAVIGATION CANAL DREDGING PROJECT
	SPOIL PLACEMENT - DISPOSAL AREA A
	SPOIL PLACEMENT - DISPOSAL AREA B
	SPOIL PLACEMENT - DISPOSAL AREA C
	SPOIL PLACEMENT - DISPOSAL AREA D
P20110696	CATHODIC PROTECTION WELL
P20110715	SOIL BORINGS - GEOTECHNICAL TEST
P20110793	BURAS ATHLETIC & MAINTENANCE STORAGE FACILITY
P20110805	PLATFORM MP 9.76 REMOVAL
P20110855	DREDGE DAYBROOK FISHERIES SITE
	EXCAVATION AREA
	FILL AREA

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	SPOIL PLACEMENT
P20110973	SOIL BORING LOCATION 1
	SOIL BORING LOCATION 2
	SOIL BORING LOCATION 3
	SOIL BORING LOCATION 4
	SOIL BORING LOCATION 5
	SOIL BORING LOCATION 6
	SOIL BORING LOCATION 7
P20111124	BULKHEAD REPAIR = 87'
P20111208	BRIDGE: ACCESS FOR S PLAQUEMINES HIGH SCHOOL
P20111228	ANCHORS TO BE REPLACED
	POWER POLE & ANCHORS TO BE INSTALLED
	POWER POLE & ANCHORS TO BE REPLACED
	POWER POLE TO BE REPAIRED
P20111371	CREW BOAT DOCK
P20111410	PIPELINE WORK // 20" CAL-KY PIPELINE SYSTEM AREA PERMIT // 3' MIN BLW ML // AREA WIDE PERMIT // ORIGIN: EMPIRE FACILITY // ENDPOINT:
P20111412	BARGE REMOVAL (203' X 55') & 617CY PROPWASH
P20111457	RFD - REPLACEMENT & UPGRADE BURAS SIDEWALKS
P20111541	DREDGE ACCESS TO WELL NO 1
	SPOIL PLACEMENT
	WELL LOCATION: CW FASTERING ET AL NO 1
P20111578	LEVEE SCOUR REPAIR AREA #1: 47-8'X20' SUBMAR MATS
	LEVEE SCOUR REPAIR AREA #2: 62-8'X20' SUBMAR MATS
	LEVEE SCOUR REPAIR AREA #3: 48-8'X20' SUBMAR MATS
	LEVEE SCOUR REPAIR AREA #4: 95-8'X20' SUBMAR MATS
P20111584	DREDGING
	SPOIL PLACEMENT
	WELL LOCATION: SL 192 NO 1
P20120093	SHELL ISLAND SUBSURFACE SOIL BORING B-1
	SHELL ISLAND SUBSURFACE SOIL BORING B-2
	SHELL ISLAND SUBSURFACE SOIL BORING B-3
	SHELL ISLAND SUBSURFACE SOIL BORING B-4
	SHELL ISLAND SUBSURFACE SOIL BORING B-5
	SHELL ISLAND SUBSURFACE SOIL BORING B-6
	SHELL ISLAND SUBSURFACE SOIL BORING B-7
	SHELL ISLAND SUBSURFACE SOIL BORING B-9
P20120216	ACCESS CHANNEL
	AMENDMENT: ACCESS CHANNEL: EAST CONSTRUCTION
	AMENDMENT: BORROW AREA: MR-B
	AMENDMENT: BORROW AREA: MR-E
	AMENDMENT: DEWATERING LOCATIONS
	AMENDMENT: EAST END REDESIGN - FILL BEACH
	AMENDMENT: FILL - DIKES
	AMENDMENT: MARSH FILL
	AMENDMENT: REHANDLING AREAS

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	AMENDMENT: SETTLEMENT PLATES
	AMENDMENT: SPOIL PLACEMENT
	DISCHARGE AREA FROM MARSH
	DISPOSAL AREA
	DISPOSAL AREA FROM ACCESS CHANNEL
	FILL: BEACH
	FILL: BEACH TOE
	FILL: DIKE TOE
	MARSH
	MARSH DISCHARGE AREA
	PIPELINE CORRIDOR
	SAND FENCE
	SETTLEMENT PLATES
P20120329	ANOMALY REPAIR SITE 1 VB-07-03A
	ANOMALY REPAIR SITE 1 VB-07-03B
P20120477	PIPELINE // 6" // 4' MIN BLW ML // 1 OF 1 // ORIGIN: MIDWAY HEADER PLATFORM // ENDPOINT: BASTIAN BAY CENTRAL FACILITY
P20120630	BULKHEAD @ 32058 STATE HWY 23
P20120631	BULKHEAD BRIDGE @ 32058 STATE HWY 23
P20120695	DREDGING ACCESS FOR WELL REMOVAL
	FACILITY & WELL REMOVAL: BASTIAN BAY PLATFORM
	SPOIL PLACEMENT
P20120864	FISHING PIER
P20121011	EXISTING FLOWLINE // 2.5" // 3' - 5' BLW ML // 1 OF 2 LINES TO REMOVE // ORIGIN: CAMPBELLTON NO 002 // ENDPOINT: SL 8665 WELL NO 3
	EXISTING FLOWLINE // 2.5" // 3' - 5' BLW ML // 2 OF 2 LINES TO REMOVE // ORIGIN: CAMPBELLTON NO 002 // ENDPOINT: SL 8665 WELL NO 3
	EXISTING FLOWLINES // 2 7/8" // 3' BLW ML // 1 OF 2 LINES TO REMOVE // ORIGIN: LL&E WELL NO 001 // ENDPOINT: PRODUCTION FACILITY
	EXISTING FLOWLINES // 2 7/8" // 3' BLW ML // 2 OF 2 LINES TO REMOVE // ORIGIN: LL&E WELL NO 001 // ENDPOINT: PRODUCTION FACILITY
P20121050	EXCAVATION
	LOCK LOCATION
P20121076	SOIL BORING 1 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 2 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 3 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 4 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 5 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 6 @ NEW WEST BANK DOCK FACILITY
P20121080	CAMP, BOATHOUSE, BULKHEAD @ 196 CAMP ROAD
P20121142	CATHODIC PROTECTION ANODE CABLE (2) ON LINE 40
P20121174	EXISTING PIPELINE // 12" // LOWER TO 3' BLW ML // 1 OF 1 SEGMENT FOR JETTING // ORIGIN: // ENDPOINT:

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P20121214	NOT A PIPELINE // TRANSMISSION LINE REPLACEMENT // AERIAL // EUA 08-050: AFTER THE FACT POLE REPAIRS // ORIGIN: // ENDPOINT:
P20121398	BENEFICIAL USE OF SPOIL
	DREDGE OSTRICA LOCKS & CANAL
	SPOIL
	SPOIL DISPOSAL AREA 1
	SPOIL DISPOSAL AREA 3
P20121408	BULKHEAD & PIERS AT EMPIRE SHIPYARD NO 2
P20121409	ACCESS RAMPS
	GRAVEL PARKING LOTS & BULKHEADS & DOCK
	WHEELWASH
P20121422	DREDGING & SPOIL PLACEMENT
P20121441	BRINE WATER INJECTION WELL LOCATION
P20121462	OYSTER DOCK
P20121550	PL WARNING SIGN REPLACE: EMPIRE WATERWAY EAST BANK
	PL WARNING SIGN REPLACE: EMPIRE WATERWAY WEST BANK
P20121553	BULKHEAD & BOATSLIP REPLACEMENT
P20121592	RFD - BURAS OYSTER SHELL PROJECT
P20121666	ACCESS TO BULKHEAD REMOVAL 43
	ACCESS TO BULKHEAD REMOVAL 44
	ACCESS TO BULKHEAD REMOVAL 45
	ACCESS TO BULKHEAD REMOVAL 46
	ACCESS TO BULKHEAD REMOVAL 47
	ACCESS TO BULKHEAD REMOVAL 48
	ACCESS TO BULKHEAD REMOVAL 49
	ACCESS TO BULKHEAD REMOVAL 50
	ACCESS TO BULKHEAD REMOVAL 51
	ACCESS TO BULKHEAD REMOVAL 56
	ACCESS TO BULKHEAD REMOVAL 57
	ACCESS TO BULKHEAD REMOVAL 58
	ACCESS TO BULKHEAD REMOVAL 59
	ACCESS TO BULKHEAD REMOVAL 60
	BULKHEAD REMOVAL - STRUCTURE #1
	BULKHEAD REMOVAL - STRUCTURE #10
	BULKHEAD REMOVAL - STRUCTURE #11
	BULKHEAD REMOVAL - STRUCTURE #12
	BULKHEAD REMOVAL - STRUCTURE #13
	BULKHEAD REMOVAL - STRUCTURE #17
	BULKHEAD REMOVAL - STRUCTURE #18
	BULKHEAD REMOVAL - STRUCTURE #19
	BULKHEAD REMOVAL - STRUCTURE #2
	BULKHEAD REMOVAL - STRUCTURE #20
	BULKHEAD REMOVAL - STRUCTURE #21
	BULKHEAD REMOVAL - STRUCTURE #22
	BULKHEAD REMOVAL - STRUCTURE #23
	BULKHEAD REMOVAL - STRUCTURE #24

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
	BULKHEAD REMOVAL - STRUCTURE #25
	BULKHEAD REMOVAL - STRUCTURE #26
	BULKHEAD REMOVAL - STRUCTURE #27
	BULKHEAD REMOVAL - STRUCTURE #28
	BULKHEAD REMOVAL - STRUCTURE #29
	BULKHEAD REMOVAL - STRUCTURE #3
	BULKHEAD REMOVAL - STRUCTURE #30
	BULKHEAD REMOVAL - STRUCTURE #31
	BULKHEAD REMOVAL - STRUCTURE #32
	BULKHEAD REMOVAL - STRUCTURE #36
	BULKHEAD REMOVAL - STRUCTURE #37
	BULKHEAD REMOVAL - STRUCTURE #4
	BULKHEAD REMOVAL - STRUCTURE #5
	BULKHEAD REMOVAL - STRUCTURE #6
	BULKHEAD REMOVAL - STRUCTURE #7
	BULKHEAD REMOVAL - STRUCTURE #8
	BULKHEAD REMOVAL - STRUCTURE #9
P20130065	NOT A PIPELINE // // // SOUTH PLAQUEMINES OFF ROAD PARK // ORIGIN: // ENDPOINT:
P20130366	BULKHEAD REMOVAL = 40'
	BULKHEAD REMOVAL = 50'
	BULKHEAD REMOVAL M.P. 3.9
	BULKHEAD REMOVAL: 80'
	CUT & CAP SITE 1 @ 8" WEST BASTION BAY PIPELINE
	CUT & CAP SITE 2A @ 8" WEST BASTION BAY PIPELINE
	CUT & CAP SITE 2B @ 8" WEST BASTION BAY PIPELINE
	CUT & CAP SITE 3 @ 8" WEST BASTION BAY PIPELINE
	EXISTING PIPELINE // 8" WEST BASTIAN BAY // // AS-BUILT // ORIGIN: // ENDPOINT:
	EXISTING PIPELINE // 8" WEST BASTIAN BAY // 3' BLW ML // AS-BUILT // ORIGIN: 8" BLIND FLANGE // ENDPOINT:
	PIPELINE ABANDONMENT BEGINNING
	PLATFORM REMOVAL SITE A BASTION BAY NO 1 RS & TAP
	PLATFORM REMOVAL SITE B - 4" TRIUMPH LINE TAP
	PLATFORM REMOVAL SITE B 4" TRIUMPH LINE TAP
	SIGN REMOVAL (PILING ONLY) M.P. 3.5
	SIGN REMOVAL M.P. 2.6
	SIGN REMOVAL M.P. 3.9
	SIGN REMOVAL M.P. 4.5
	SIGN REMOVAL M.P. 5.2
	SIGN REMOVAL M.P. 5.3
	SIGN REMOVAL M.P. 6.2
	SIGN REMOVAL M.P. 6.3
	SIGN REMOVAL M.P. 6.9
	WHEELWASHING
P20130465	GEOTECHNICAL INVESTIGATION: SOIL BORING BR-1
	GEOTECHNICAL INVESTIGATION: SOIL BORING BR-2

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

CUP No.	Description
P20130709	BULKHEAD REPAIR: VINYL SHEET PILING
	CULVERT: 42" X 180'
P20130779	EARTHEN BERM & BARROW AREA
	EARTHEN BERM & BARROW PIT
	OYSTERBREAK UNIT SEGMENTS
P20130997	BULKHEAD REMOVAL
	EMPIRE TIE-IN VALVE SETTING CUT & CAP
	PIPE REMOVAL
	SAMPLE LOCATION
P20131148	WELL RE-ENTRY: LL&E C NO 6
P20131149	DREDGE SLIP
	EXISTING FLOWLINES // // LOWER TO 5' MIN BLW ML // 5 LINE SEGMENTS TO LOWER // ORIGIN: // ENDPOINT:
	SPOIL PLACEMENT
	WELL RE-ENTRY: LL&E A NO 7
P20131160	RFD - RING LEVEE
	RFD - WELL LOCATION: DRAKES BAY 'C'
P20131161	RFD - RING LEVEE
	RFD - WELL LOCATION: DRAKES BAY 'D'
P20131235	PILES FOR MOORING PURPOSES
P20131237	PILINGS (10) FOR BOAT MOORING
P20131309	RING LEVEE
	WELL LOCATION: DRAKES BAY 'E' ALTERNATIVE
P20131313	SOV - RING LEVEE & DITCH CROSSING
	SOV - WELL LOCATION: DRAKES BAY "F"

EXHIBIT E

Map of Oil & Gas Wells within the Operational Area

Orange triangles indicate the surface locations of Oil & Gas Wells. *Source: LDNR*

2013 Aerial

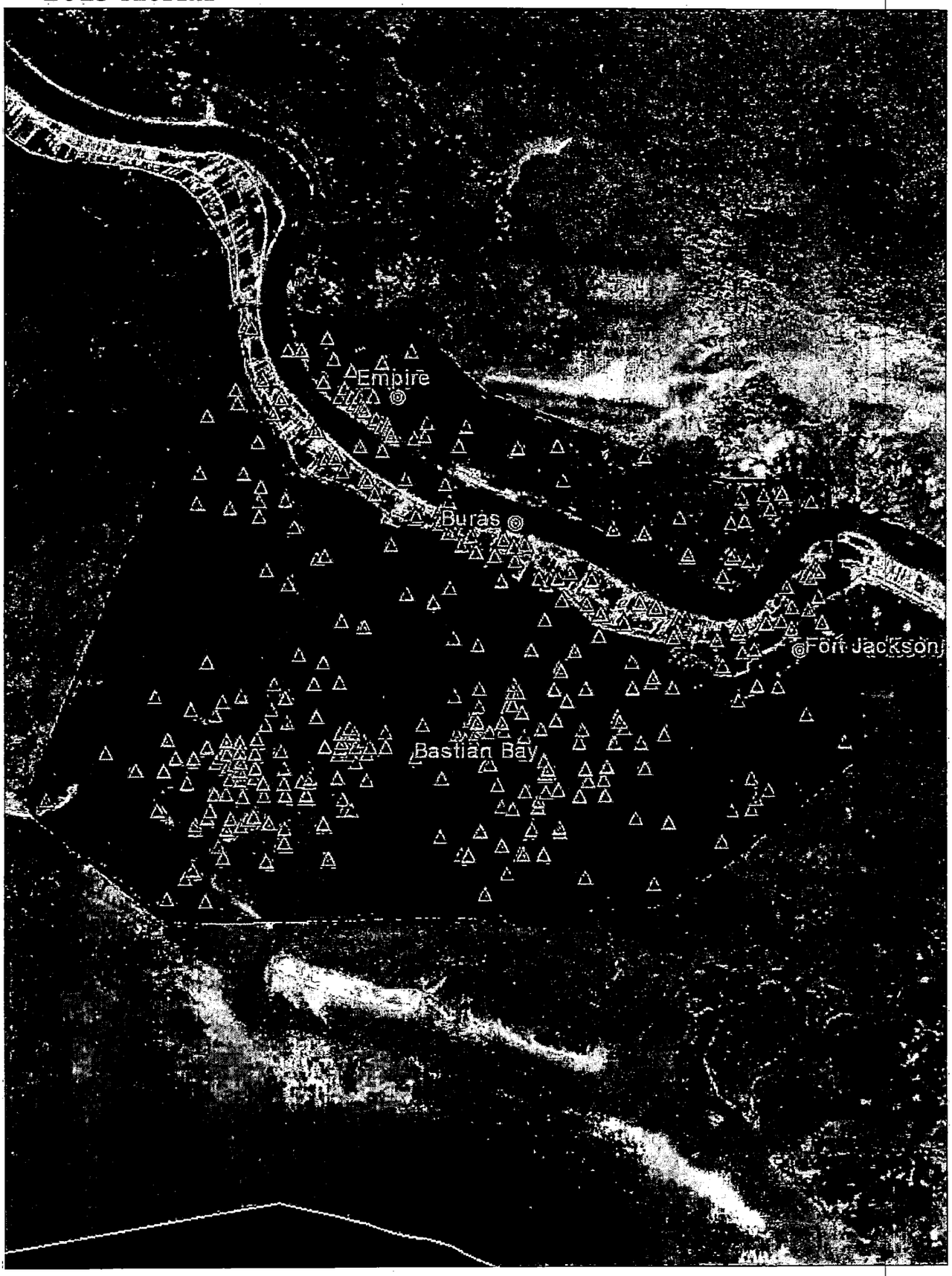


EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

AMOCO PRODUCTION COMPANY

70652	127159	154712
71659	139379	155588
75130	140491	177877
76050	143994	217011
77274	148423	218116
115145	149011	218117

CHEVRON U.S.A. INC.

68028	78719	96770
69505	79110	125558
70515	79796	126942
71760	82635	127044
75230	83449	129522
75605	84246	130929
75645	85006	133447
76459	85007	137161
76540	86288	163075
76745	95770	

CONOCOPHILLIPS COMPANY

27993	77274	216576
68028	78757	216586
69505	79110	217228
70515	79796	217937
71760	95770	218455
75230	96770	219006
75605	130929	220709
75645	137161	220900
76459	163075	222631
76745	177877	

FMP OPERATING COMPANY, LTD PTN

141714	149933	158333
142338	152865	158863
142821	153421	160067
144034	154362	179684
145194	154363	180473
145772	154497	180593
147975	154498	190652
147976	154731	203719
148552	156230	971454
149932	157366	

FREEPORT-MCMORAN INC.

141714	145772	149932
142338	147975	149933
142821	147976	154731
144034	148552	158333

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

158863	179684	180593
160067	180473	971454

FREEPORT-MCMORAN OIL & GAS CO.

141714	147976	158863
142338	148552	160067
142821	149932	179684
144034	149933	180473
145772	154731	180593
147975	158333	971454

GETTY OIL COMPANY

61675	78246	91102
64998	86087	93295
65992	86667	94160
66686	88241	115238
70872	88285	126943
73091	88531	132802
74489	88536	157672
77977	90185	

GULF OIL CORP.

54355	78719	115403
66462	79110	125558
68028	79377	126942
68083	79796	127044
69505	80770	129522
70515	82635	130929
71760	83449	132368
75230	84246	132445
75605	85006	133447
75645	85007	137161
76459	86288	140214
76540	95770	151337
76745	96770	163075

GULF PRODUCTION COMPANY, INC.

148552	215454	221479
149932	216390	221685
149933	217063	222996
158863	219138	228568
180473	219189	971454

HILCORP ENERGY COMPANY

27993	68028	75230
61675	69505	75605
64998	70515	75645
65549	70652	76050
66686	71659	76459
66760	71760	76745

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

77274	163075	218455
78757	177877	219006
79110	179190	219166
79796	180646	220391
84135	190652	220427
84917	211517	220709
85262	211678	220900
86813	213983	221094
87718	215784	221114
88153	216393	222631
88531	216570	226180
91103	216576	227074
95770	216586	228004
96770	217011	233340
121848	217228	235604
130929	217937	237238
137161	218116	
144765	218117	

JUNE ENERGY INC.

77570	102905	140638
83446	120415	152601
93450	130086	152718
94734	130087	153423
98027	131000	198176
99642	132001	212771

LA. LAND & EXPL. CO.

154883	174149	218210
162698	174897	221094
162885	213800	226180

LGS EXPLORATION PROGRAM

153474	155496	156145

LGS EXPLORATION, INC.

185149	197356	200225
188441	198379	202280
193633	198611	202774

MCMORAN EXPLORATION COMPANY

141714	145357	148186
142338	145772	148552
142385	146107	149932
142821	146381	149933
143065	146641	152865
144034	147052	153421
144443	147975	154362
144911	147976	154363
145194	148185	154497

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

154498	158333	161701
154731	158587	179684
156230	158863	
157366	160067	

MCMORAN PRODUCTION CO.

141714	147975	154731
142338	147976	156230
142821	148552	157366
144034	149932	158333
144911	149933	158863
145194	152865	160067
145357	153421	179684
145772	154362	180473
146107	154363	180593
146381	154497	971454
146641	154498	

PAN AMERICAN PETROLEUM CORP.

66767	72840	74289
66895	72872	74569
67743	73955	
68693	74076	

PHILLIPS OIL COMPANY

28730	30082	41371
29729	31047	

PHILLIPS PETROLEUM CO.

25210	67517	78719
25666	67605	79110
26377	67739	79796
27155	68028	82635
27484	68690	83449
27993	68965	83932
28730	69472	84246
29293	69505	85006
29306	69640	85007
29729	70343	85104
29882	70515	86288
30082	70592	89178
30379	70694	90598
30523	71760	95770
30618	71850	96770
31047	73712	110807
41371	75230	113260
46314	75605	125558
50925	75645	126942
52524	76459	127044
65501	76540	129522
66736	76745	130929

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

133447	163075	217937
135486	177877	217949
135684	179767	218422
136266	216376	218455
136267	216576	219006
136354	216586	220709
136355	217228	220900
137161	217229	222631

RME PETROLEUM COMPANY

61675	87718	213983
64998	88153	215784
65549	88531	216393
66686	91103	216570
66760	121848	219166
78757	144765	220391
84135	179190	220427
84917	180646	221114
85262	211517	
86813	211678	

ROYAL T OIL CO., INC.

77570	120415	152718
83446	130086	153423
93450	130087	181536
94734	131000	198176
98027	132001	212771
99642	140638	
102905	152601	

SHELL OFFSHORE INC.

77570	99642	136094
81537	102905	140638
83446	112250	152601
91671	120415	152718
93450	130086	153423
94734	130087	198176
96796	131000	212771
98027	132001	

SHELL OIL COMPANY

76116	83446	99340
76129	91671	99642
77144	93450	102633
77160	94651	102905
77410	94734	102974
77570	96001	112250
77892	96796	120415
77981	97410	130086
78360	98027	130087
81537	98033	131000

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

132001	140638	152718
133217	151815	153423
136094	152601	

TENNECO INC.

56484	70872	88531
58190	71253	89118
59643	72097	89433
60949	72484	89690
61675	73091	89927
62764	73426	90163
63362	73427	90185
63863	73732	90837
63913	74489	90838
63914	74748	90944
64566	78246	91103
64955	78302	91423
64998	78756	91424
65549	78757	92132
65550	79120	92919
65665	79238	93294
65791	79722	93993
65992	80543	95065
66351	80754	95987
66452	84135	115238
66589	84535	119367
66686	84917	121848
66760	85160	123317
66768	85262	144765
67004	85933	157672
67451	86087	178089
67452	86813	179190
67886	87718	180646
68150	88153	
69025	88285	

TENNESSEE GAS PIPELINE COMPANY

58190	73732	91103
60949	74489	95065
61675	78246	121848
63362	78756	144765
63863	78757	157672
64998	79238	179190
65549	79722	180646
65992	84135	211517
66686	84917	211678
66760	85262	213983
67452	86813	215784
69025	87718	216393
72484	88153	216570
73426	88531	219166

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

TEXACO, INC.

21893	114299	189056
22768	185149	

THE CALIFORNIA COMPANY

42920	101678	107271
100389	102110	107342
100532	103833	107613
100779	104055	107661
101142	105496	108041
101166	106447	108633
101344	106842	108677
101471	106893	109598

UNION PACIFIC RESOURCES CO.

61675	87718	213983
64998	88153	215784
65549	88531	216393
66686	91103	216570
66760	121848	219166
78757	144765	220391
84135	179190	220427
84917	180646	220837
85262	211517	221114
86813	211678	

VIRGIN OFFSHORE U.S.A., INC.

238330	239237

EXHIBIT G

Aerial Photographs of Pits within the Operational Area

(Pits Outlined in RED)

1971 Aerial T19S – R16E SEC. 15

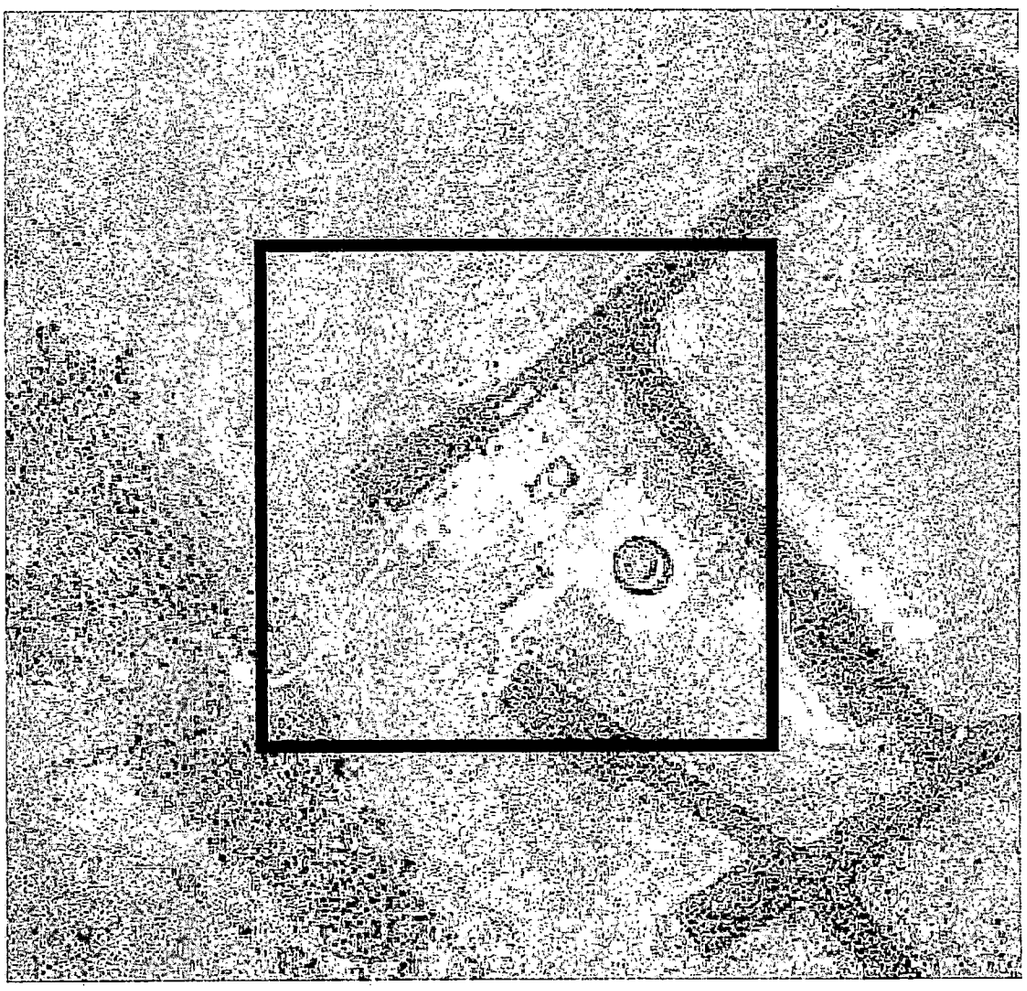


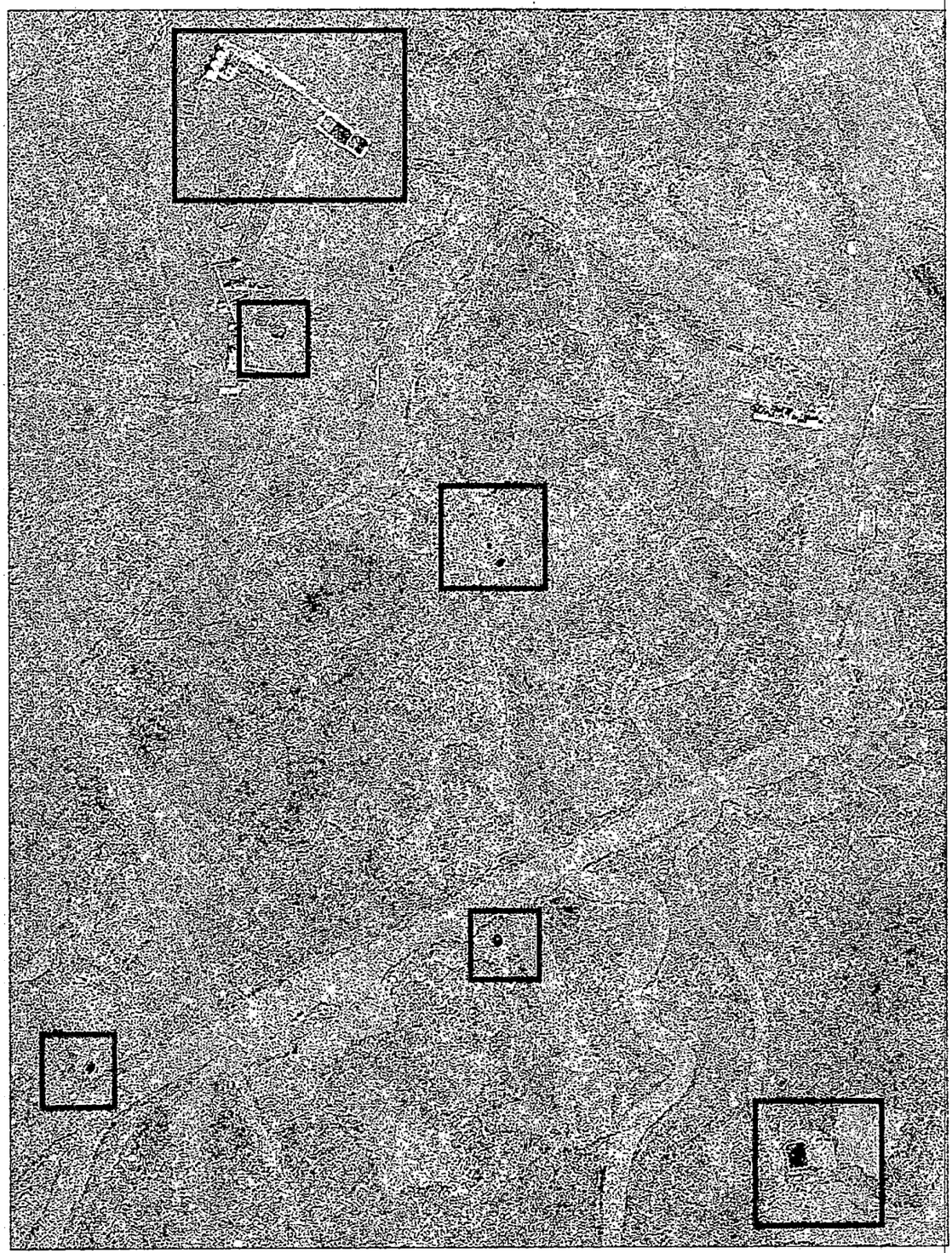
EXHIBIT G

Aerial Photographs of Pits within the Operational Area

(Pits Outlined in RED)

1971 Aerial

T20S – R28E SEC. 41
T21S – R28E SEC. 14, 15, 22, 23



25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES
STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.
VERSUS
HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 21 2019
Jande L. Mandella
DEPUTY CLERK

FILED:_____ _____
DEPUTY CLERK

MEMORANDUM IN SUPPORT OF DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891 ON BEHALF OF BP AMERICA PRODUCTION COMPANY

Defendant BP America Production Company ("BP")[1] submits this memorandum in support of its dilatory exception of vagueness, ambiguity, and nonconformity of the Petition with Article 891.

Six Plaintiffs claiming to own land in Plaquemines Parish have sued nine different Defendants in tort and contract, alleging that Defendants' oil and gas operations damaged Plaintiffs' coastal land. That is as specific as the allegations against BP ever get. Plaintiffs' First Supplemental and Amending Petition ("Petition") is therefore impermissibly vague, ambiguous, and fails to conform to Article 891 of the Louisiana Code of Civil Procedure. Plaintiffs must be ordered to re-plead their factual allegations against BP with specificity. Absent such specificity, Plaintiffs' claims against BP must be dismissed.

I. Louisiana Law Requires Plaintiffs to Plead Facts in Support of Their Allegations

Article 891 of the Louisiana Code of Civil Procedure requires that a petition "contain a short, clear, and concise statement of all causes of action arising out of, *and of the material facts of*, the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891(A) (emphasis added). Louisiana law thus requires fact pleading. *See, e.g., id.* arts. 860, 891.

When a petition does not allege the factual basis of the claims against each individual defendant, the petition is improperly vague and ambiguous. *See Spell v. Exec. Officers, Dirs.*

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[1] For purposes of this memorandum, references to BP include its alleged predecessors, Amoco Production Company and Pan American Petroleum Corporation. *See* First Supplemental and Amending Petition ¶ 8.

and/or S'holders of P & W Indus., Inc., 316 So. 2d 474, 476 (La. App. 1 Cir. 1975). A plaintiff's need for discovery does not excuse vague allegations because doing so "would essentially require . . . defendants to sustain the burden of disproving the case brought against them." *See Smart v. Gold, Weems, Bruser, Sues & Rundell*, 06-1414, pp. 5-6 (La. App. 3 Cir. 4/4/07); 955 So. 2d 263, 267. The exception of vagueness "compel[s] the plaintiff to amplify and make more definite his claim in order that [the] defendant may properly prepare his defense." *City of Gretna v. Gulf Distilling Corp.*, 21 So. 2d 884, 889 (La. 1945).

II. Plaintiffs Rely on a Petition That Has Already Been Found Impermissibly Vague

The deficiencies in Plaintiffs' Petition originate in an earlier lawsuit filed by Plaquemines Parish before this Court against these same Defendants. In November 2013, Plaquemines Parish filed an enforcement action, *Parish of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. "B", 25th JDC (Nov. 8, 2013),[2] alleging that various oil and gas company defendants violated coastal use permitting laws within an arbitrarily drawn "Operational Area." In 2014, the Plaintiffs here—who claim to be landowners within the same broad Operational Area—filed this tort-based lawsuit, incorporating into their Petition Plaquemines Parish's factual allegations. Petition ¶ 10.

This Court found Plaquemines Parish's petition in *Hilcorp* to be impermissibly vague and ambiguous under Article 891 of the Louisiana Code of Civil Procedure. *Hilcorp* was one of twenty-one similar lawsuits filed by Plaquemines Parish in November 2013. The Plaquemines Parish petitions were identical except for the Operational Areas involved and the defendants. The petitions accused various oil and gas companies, vaguely and *en masse*, of violating permitting laws in the conduct of their operations. The Parish appended lists of hundreds of permits and wells as exhibits to each petition, but did not connect a single permit or well to any alleged violation. Nor did Plaquemines Parish even allege that the listed permits and wells represented the activities at issue in each suit.[3]

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2 A copy of the Petition in *Parish of Plaquemines v. Hilcorp Energy Co.* is attached as Exhibit "1."

3 While in federal court during a period of removal, Plaquemines Parish explained: "Attached to the complaint is a listing of the *applied for* permits in the Operational Area. Nowhere in the complaint do the plaintiffs allege that all of these permits were violated. Some were applied for but never even issued." *Par. of Plaquemines v. Total Petrochemicals & Refining USA, Inc.*, No. 13-6693, Rec. Doc. No. 55, pp. 19-20 (E.D. La.

This Court granted exceptions of vagueness asserted as to two Plaquemines Parish petitions,[4] finding that the petitions were "vague and factually deficient" because the Parish did "not differentiate in any way the factual allegations against the defendants individually" and impermissibly "lump[ed] the various defendants together."[5] Plaquemines Parish therefore was ordered to "amend its petitions to set forth specific, individualized allegations as to each defendant."[6] This Court then applied its ruling to the *Hilcorp* petition as well, directing the Parish "to amend its Petition to cure for vagueness."[7]

When the Plaintiffs here decided to file their own lawsuit, they cut-and-pasted twenty-two paragraphs from Plaquemines Parish's vague *Hilcorp* petition into their Petition and alleged that "[b]ased upon the foregoing findings by the Parish of Plaquemines, . . . Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area . . . leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property." Petition ¶ 11. Because Plaintiffs' pleading relies on the factually deficient petition in *Hilcorp*, the Petition here should likewise be found impermissibly vague.

III. Plaintiffs Have Pled No Pertinent Factual Allegations Against BP

Plaintiffs' additional allegations beyond those pled in *Hilcorp* cannot save their Petition. Like Plaquemines Parish in *Hilcorp*, Plaintiffs attach two exhibits listing "Defendants' relevant wells" and "Defendants' relevant Coastal Use Permits." *See* Petition ¶ 11 & Exhs. B-C. Yet Plaintiffs offer no explanation as to how these wells and permits are factually "relevant." Instead,

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May 16, 2014) (Plaintiffs' Reply in Support of Remand) (excerpt attached as Exhibit "2"). Further, the Parish told this Court: "[W]hat our petition did . . . is not to sit and name every permit that we believe was violated. I don't think we allege that every permit cited was violated. But it was a means to look at each operational area . . . and to identify *each coastal use permit that was applied for in that area* and to couple that with a list of *all of the wells* that we knew were operated and maintained in that area." Hr'g Tr. 36:9-19, *Par. of Plaquemines v. Rozel Operating Co.*, No. 60-996, Div. "B", 25th JDC (Mar. 1, 2017) (excerpt attached as Exhibit "3") (emphases added).

4 *See* Reasons for Judgment at 1, *Par. of Plaquemines v. Rozel Operating Co.*, No. 60-996, Div. "B", 25th JDC (Mar. 20, 2017) (attached as Exhibit "4"); Reasons for Judgment at 1, *Par. of Plaquemines v. Equitable Petroleum Corp.*, No. 60-986, Div. "B", 25th JDC (Mar. 20, 2017).

5 Exh. 4, at 3.

6 *Id.*

7 *See* Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. "B", 25th JDC (Mar. 13, 2018) (attached as Exhibit "5").

the Petition states only that "Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C" and "[t]he operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit." Petition ¶ 11. This Court has already found that such allegations fail to satisfy the requirements of Article 891.[8]

Even if unexplained lists of permits and wells could be considered factual allegations (and they cannot), Plaintiffs' allegations are far too vague and ambiguous to satisfy the most basic pleading requirements of Louisiana law. Plaintiffs fail to give any indication of which specific activities conducted during the course of Defendants' operations allegedly caused damage to their properties; where on their properties the damage allegedly occurred; how or when their properties were harmed; or how Defendants' activities allegedly caused such damage. "Rather than advancing material facts of the transaction or occurrence that is the subject matter of the litigation, as is required by . . . [Article] 891, the petition advances the broadest of allegations, . . . attempt[ing] to substitute general allegations for these necessary, material facts." *Smart*, p. 5; 955 So. 2d at 267. The Petition falls far short of Louisiana pleading standards.

As to BP, Plaintiffs' Petition is particularly egregious. Plaintiffs do not identify a single activity that BP is accused of having conducted improperly. Plaintiffs' contract claims hinge entirely on "express and implied obligations and duties contained in the coastal use permits ('CUPs') identified in the Exhibits hereto and governing Defendants' activities at issue in this action." Petition ¶ 44. Yet of the 132 coastal use permit files listed in Exhibit C to the Petition, ***six of the seven files attributed to BP do not relate to activities located on Plaintiffs' properties.***[9] And the only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties simply authorized the removal of potential navigation hazards in water (without dredging) and therefore bears no relation to Plaintiffs' claims for damage to their properties.[10]

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8 *See* Exh. 4, at 2-3 (granting vagueness exception where Plaquemines Parish's petition included "lists of coastal use permits and the oil and gas wells operated by the defendants" but failed "to set forth specific, individualized allegations as to each defendant").

9 Affidavit of James G. Diehl (attached as Exhibit "6") ¶ 5. Indeed, one of the seven coastal use permit files attributed to BP relates to a coastal use permit application that was ultimately withdrawn. *See id.* ¶ 5(c).

10 *See id.* ¶ 5(d).

Further, only a tiny fraction of the wells listed in Exhibit B are attributed to BP, and ***none of those wells are located on Plaintiffs' properties***.[11] Accordingly, there are no "activities at issue in this action" that were conducted by BP. BP is therefore left to guess as to what Plaintiffs' factual allegations against it could possibly be.

Plaintiffs' bare-boned allegations fail to plead the critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache v. Alpha Tech. Servs., Inc.*, 10-1086, p. 7 (La. App. 5 Cir. 6/29/11); 71 So. 3d 520, 524 ("[W]e find the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a time period of forty-six years, do not meet the requirements of . . . [Article] 891.").[12]

IV. Virtually Identical Allegations in Another Landowner Lawsuit Have Been Found Impermissibly Vague, Which Resulted in a Significantly Narrower Amended Petition

In a case involving nearly identical allegations in Jefferson Parish, *Borne v. Chevron U.S.A. Holdings Inc.*, Judge Sullivan of the 24th Judicial District Court reviewed a petition by landowners alleging that oil and gas operations damaged their property.[13] The plaintiffs-landowners in that case incorporated into their complaint the factual allegations made by Jefferson Parish in an earlier enforcement proceeding (which mirrored the allegations made in the Plaquemines Parish enforcement proceedings), and attached lists of permits and wells as exhibits to their petition.[14] Because the landowners' petition failed to explain how the permits and wells were connected to their allegations, Judge Sullivan sustained the exception of vagueness, finding "that

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11 *See id.* ¶ 6.

12 The requirement of specificity is not lessened by Plaintiffs' allegations of environmental damage or solidary liability. Indeed, in cases involving claims of solidary liability for property damage from historical oil and gas operations, courts have sustained exceptions based on vagueness where, as here, the plaintiffs failed to make particularized allegations. *See, e.g.*, Hr'g Tr., *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Dec. 7, 2016) (attached as Exhibit "7"); Reasons for Judgment, *Alford v. Chevron U.S.A. Inc.*, No. 60-483, Div. "B", 25th JDC (Jan. 30, 2015) (attached as Exhibit "8"); Hr'g Tr., *Conner v. Adams Res. Expl. Corp.*, No. 579-13, 31st JDC (Feb. 26, 2014) (excerpt attached as Exhibit "9"); Judgment Sustaining Defendants' Exceptions of Vagueness, and Continuing the Hearing on All Other Pending Exceptions, *Devillier v. Chevron U.S.A. Inc.*, No. 12-5530, Div. "C", 27th JDC (Sept. 23, 2013) (attached as Exhibit "10").

13 *See* Exh. 7.

14 First Supplemental and Amending Petition for Damages, *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Feb. 6, 2015) (attached as Exhibit "11").

Article 891 . . . require[s] more specificity with regard to the particular Defendants."[15] Judge Sullivan ordered the landowners to amend their petition within ninety days, but "prohibited" them from conducting discovery.[16] Judge Sullivan rejected plaintiffs' request for discovery to cure the deficiencies in their petition, instructing plaintiffs' counsel "to do whatever investigation you can do on your own to amend your Petition and correct the situation which the Court believes exists."[17]

Following Judge Sullivan's order, the landowners filed an amended petition that significantly narrowed and defined the scope of their claims.[18] They dismissed nine of the eleven defendants, as well as their third-party beneficiary breach of contract claim. Rather than relying on the Jefferson Parish Petition, the landowners' amended pleading included allegations regarding the two remaining defendants' relationships to the plaintiffs' properties, the defendants' alleged activities on those properties, and the harms to the plaintiffs' properties that allegedly resulted from those activities.[19]

The same result is required here. Plaintiffs' Petition is virtually identical to the impermissibly vague Petition in *Borne*. Courts regularly grant exceptions of vagueness where, as here, plaintiffs have plead only broad, generalized allegations against multiple defendants without distinguishing between them. *See* Reasons for Judgment, *Alford v. Chevron U.S.A. Inc.*, No. 60-483, Div. "B", 25th JDC (Jan. 30, 2015) (Exh. 8, at 3) (holding that the plaintiffs' petition was "not a short, clear and concise statement of the causes of action being asserted" despite its voluminous exhibits, because the exhibits did not reveal the factual allegations against each individual defendant); Hr'g Tr., *Conner v. Adams Res. Expl. Corp.*, No. 579-13, 31st JDC (Feb. 26, 2014) (Exh. 9, at 25-27, 33, 37:5-25) (granting vagueness exception and ordering the plaintiffs to specify the nature of the alleged contamination and its source, identify specifically the complained-of activities of each defendant, and allege how each lease or contract attached to the

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15 Exh. 7, at 48:3-7.

16 *Id.* at 48:20-21 (ruling that discovery "is not the purpose of the Court granting you the 90 days" to amend the petition); *see also id.* at 48:29; Order at 1-2, *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Jan. 19, 2017) (attached as Exhibit "12").

17 Exh. 7, at 49:6-10.

18 Second Supplemental and Amending Petition for Damages, *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Apr. 19, 2017) (attached as Exhibit "13").

19 *Id.*

petition was breached); Judgment Sustaining Defendants' Exceptions of Vagueness, and Continuing the Hearing on All Other Pending Exceptions, *Devillier v. Chevron U.S.A. Inc.*, No. 12-5530, Div. "C", 27th JDC (Sept. 23, 2013) (Exh. 10, at 2) (sustaining vagueness exception and ordering the plaintiffs to identify, among other things, specific acts by specific defendants that caused specific harm and "to specify facts giving rise to the defendants' individual liability, including relevant time period(s) and location(s)").

For the foregoing reasons, Plaintiffs should be required to amend their Petition to identify the specific facts supporting their claims, including the individual permits that the Petition alleges were violated or the individual activities that it claims were wrongfully conducted; by whom, where, when, and how; and the injuries they allege resulted from each permit violation or wrongful act. As in *Borne*, discovery is not necessary for Plaintiffs to allege such facts. Plaintiffs—who are represented by the same counsel as the plaintiffs in *Borne* and assert nearly identical claims—are more than capable of determining and pleading the facts underlying their claims. Unlike the Parish cases, this is not an enforcement action by a governmental entity claiming that operators are liable for failing to obtain coastal use permits.[20] This is a tort case involving Plaintiffs' own properties. Plaintiffs themselves are in the best position to know what harm was allegedly done to their properties and what they believe caused that harm. Basic investigation of their claims from public records and their own files would have (and should have) alerted Plaintiffs to the fact that they included claims against Defendants like BP whose well operations and activities authorized by coastal use permits did not occur on or impact Plaintiffs' properties. Authorizing discovery to proceed against this background—where Plaintiffs are likely to dismiss defendants and claims after further investigation, as occurred in *Borne*—would impose an inequitable burden on Defendants (including those like BP that have been improperly named) and "would essentially require . . . defendants to sustain the burden of disproving the case brought against them." *See Smart*, p. 5; 955 So. 2d at 267. Plaintiffs should be required to investigate their claims, as the law

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[20] *See* Exh. 4, at 2-3 (allowing discovery prior to amendment where Plaquemines Parish and the State of Louisiana sought to hold defendants liable for conducting activities without permits).

required in the first instance. Absent any factual allegations against BP after amendment, Plaintiffs' claims against BP should be dismissed.

CONCLUSION

BP's exception of vagueness should be granted, and Plaintiffs should be required to amend their Petition to state with particularity the facts that form the basis of their claims.

Respectfully submitted:

George Arceneaux III (#17442)
Brian W. Capell (#32381)
Emily C. Borgen (#35441)
LISKOW & LEWIS
822 Harding Street
P.O. Box 52008
Lafayette, Louisiana 70505
Telephone: (337) 232-7424
Facsimile: (337) 267-2399
Email: garceneaux@liskow.com
Email: bwcapell@liskow.com
Email: ecborgen@liskow.com

Joe B. Norman (#8160)
LISKOW & LEWIS
One Shell Square
701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
Telephone: (504) 581-7979
Facsimile: (504) 556-4108
Email: jbnorman@liskow.com

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepaid, this 16th day of August 2019.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES
STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.
VERSUS
HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 21 2019
Jandi L. Hondlo
DEPUTY CLERK

FILED:_____ _____
DEPUTY CLERK

DILATORY EXCEPTION ON BEHALF OF
BP AMERICA PRODUCTION COMPANY

NOW INTO COURT, through undersigned counsel, comes Defendant BP America Production Company ("BP"), which excepts to Plaintiffs' First Supplemental and Amending Petition for Damages ("Petition") as follows:

DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

1.

BP asserts the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure Article 926(A)(5) on the grounds that the Petition makes vague, collective allegations against nine (9) defendants without providing even the most basic information as to the "who, what, when, where, and how" of Plaintiffs' claims or the complained-of activities.

2.

The Petition is particularly egregious as to BP. Plaintiffs allege property damage arising from the operation of wells and activities conducted under coastal use permits. But none of the wells that Plaintiffs identify in their Petition are located on Plaintiffs' properties, and six of the seven coastal use permit files listed in the Petition as associated with BP do not relate to activities on Plaintiffs' properties. The only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties authorized removal of potential navigation hazards in water (without dredging) and bears no relation to Plaintiffs' property damage claims.

3.

BP also asserts the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure Article 891, pursuant to Louisiana Code of Civil Procedure Article 926(A)(4). The Petition fails to "contain a short, clear and concise

statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by Article 891.

ADOPTION OF OTHER EXCEPTIONS

4.

As authorized by Louisiana Code of Civil Procedure Article 853, BP adopts all exceptions pled by any and all Defendants herein, to the extent those exceptions apply to BP. BP reserves the right to urge any additional exceptions based upon facts uncovered through the course of discovery.

RULE 9.8 STATEMENT

Pursuant to Uniform Rule of Court 9.8(a), BP states that this matter is not presently set for trial and gives notice that it does not intend to introduce live testimony at the hearing in this matter in support of the foregoing exception. BP reserves the right to introduce live testimony upon proper notice to Plaintiffs.

WHEREFORE, BP America Production Company prays that its exception be deemed good and sufficient, and that after due proceedings are had, there be:

1. Judgment rendered sustaining its Exception of Vagueness and/or Ambiguity and Failure to Comply with Article 891 of the Louisiana Code of Civil Procedure, and ordering Plaintiffs to amend their Petition to comply with Article 891, subject to dismissal for failure to do so; and
2. Judgment awarding all appropriate relief in law and equity.

Respectfully submitted:

George Arceneaux III (#17442)
Brian W. Capell (#32381)
Emily C. Borgen (#35441)
LISKOW & LEWIS
822 Harding Street
P.O. Box 52008
Lafayette, Louisiana 70505
Telephone: (337) 232-7424
Facsimile: (337) 267-2399
Email: garceneaux@liskow.com
Email: bwcapell@liskow.com
Email: ecborgen@liskow.com

Joe B. Norman (#8160)
LISKOW & LEWIS
One Shell Square
701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
Telephone: (504) 581-7979
Facsimile: (504) 556-4108
Email: jbnorman@liskow.com

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepaid, this 16th day of August 2019.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES
STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.
VERSUS
HILCORP ENERGY COMPANY, ET AL.

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RULE TO SHOW CAUSE

CONSIDERING the foregoing Dilatory Exception filed by BP America Production Company;

IT IS HEREBY ORDERED that the exception be and hereby is set for hearing on the _____ day of _____, 2019, at ___ o'clock __.m., where Plaintiffs are hereby ORDERED to show cause why the exception should not be granted.

THUS DONE AND SIGNED on this ____ day of _____, 2019, at _____, Louisiana.

_____
DISTRICT JUDGE

SHERIFF PLEASE SERVE:
Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

FILED FOR RECORD 01/17/2017 16:04:59
Carol Lee K. Hotard, DY CLERK
JEFFERSON PARISH, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

CODED D1 805

DOCKET NO. 744218 **DIVISION: M**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____

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ORDER

The Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by defendants, Chevron U.S.A. Holdings Inc., Stone Energy Corporation, Hilcorp Energy Company, Chevron U.S.A. Inc., The Louisiana Land and Exploration Company L.L.C., Atlantic Richfield Company, ExxonMobil Corporation, Shell Oil Company, BP America Production Company, BEPCO L.P. and BOPCO, L.P. came before the Court for hearing on December 7, 2016:

Appearing for

Plaintiffs, J. Rock Palermo III and Emma Elizabeth Antin Daschbach;

Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc., Alexandra White and Michael Phillips;

Stone Energy Corporation, Elizabeth Wheeler;

Hilcorp Energy Company, Kelsey Meeks;

The Louisiana Land & Exploration Company, Leigh Ann Schell

Atlantic Richfield Company and BP America Production Company, George Arceneaux

Shell Oil Company, R. Keith Jarrett

ExxonMobil Corporation, Robert McNeal and Martin Stern

BEPCO L.P. and BOPCO L.P., Kelly Ransom

Upon consideration of the exceptions, memoranda in support and opposition, evidence presented and arguments of counsel, the Court, for reasons orally assigned, ruled as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by all defendants are GRANTED, and Plaintiffs are ordered to amend their petition within ninety (90) days of the date of this Order to more particularly plead the material facts

IMAGED JAN 18 2017

Issue Notice of Signing Order 1-19-2017 to Rock Palermo/Emma Daschbach @ Michael Phillips/Elizabeth Wheeler/Leigh Ann Schell/R. Keith Jarrett/Robert McNeal/Kelly Ransom

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which are the basis for their claims against each individual defendant, including as required by Louisiana Code of Civil Procedure article 860. Failure to amend accordingly may result in dismissal of this action, without prejudice.

No other exceptions were considered at the December 7, 2016 hearing.

Signed in Chambers, in Gretna, Louisiana, this 19th day of January, 2017.

Honorable Henry G. Sullivan, Jr.
Judge, 24th Judicial District Court

IMAGED JAN 19 2017

CODED

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KEAN | MILLER LLP
ATTORNEYS AT LAW

PAMELA ROMAN MASCARI, PARTNER
(225) 382-3466
PAM.MASCARI@KEANMILLER.COM

January 13, 2017

Hon. Henry G. Sullivan
Judge, 24th Judicial District Court
Thomas F. Donelon Courthouse
200 Derbigny St, Suite 4100
Gretna, LA 70053

RE: Sandra Couvillon Borne, et al. v. Chevron U.S.A. Holdings, Inc., et al.,
Case No.: 744-218, Div. "M", 24th JDC, Parish of Jefferson
KM File No. 16457-305

Dear Judge Sullivan:

Enclosed is a proposed order reflecting your ruling at the hearing in this matter on December 7, 2016. Pursuant to Uniform Rule 9.5, I certify that this proposed order was agreed upon by all parties via email circulation with the current form being agreed to by plaintiffs' counsel on January 10, 2017. Accordingly, I respectfully request that you sign the enclosed order and enter it into the record of this proceeding.

Thanks in advance for your consideration.

Very truly yours,

Pamela R. Mascari

PRM
Enclosures

cc: All Counsel of Record (via email, w/ encl.)

7949744_1

AFFIDAVIT OF JAMES G. DIEHL

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority in and for the State of Louisiana, Parish of Lafayette, did personally come and appear James G. Diehl, a person of the full age of majority and to me personally known, who after being duly sworn did depose and state the following:

Qualifications

1. I am a professional landman with over 39 years of experience researching public records, particularly as they pertain to oil and gas matters. I am the owner and manager of Diehl Land Services, a full-service land company that I founded in 1989. I have experience researching oil and gas records maintained by the Louisiana Department of Natural Resources' ("LDNR") Office of Conservation and coastal use permit files—particularly those related to oil and gas activities—maintained by LDNR's Office of Coastal Management. A copy of my *curriculum vitae* is attached as **Exhibit 1** to this affidavit.

2. I have been accepted as an expert professional landman in court for purposes of attesting to the contents of oil and gas related documents and title documents.

3. The information and opinions set forth herein are within the scope of the professional services I routinely provide to clients, and are based upon documents and information typically relied upon in my profession as a basis for opinions.

Research

4. In connection with the civil action entitled *Charles W. Fasterling v. Hilcorp Energy Company*, pending in the 25th Judicial District Court for the Parish of Plaquemines, Docket No. 61-798, Div. "B", and in accordance with the accepted standards and practices set forth above, I have reviewed the descriptions of the properties that Plaintiffs claim to own ("Plaintiffs' properties"), as set forth in Paragraph 7 of Plaintiffs' First Supplemental and Amending Petition for Damages; coastal use permit files maintained by LDNR's Office of Coastal Management for all coastal use permits listed as associated with BP America Production Company's ("BP") named predecessors-in-interest, Amoco Production Company and Pan American Petroleum Corporation,

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in Exhibit C to the Petition; and well records maintained by LDNR's Office of Conservation for all wells listed as associated with BP's named predecessors-in-interest in Exhibit B to the Petition.

Coastal Use Permit Information

5. My research regarding the coastal use permit files listed as associated with BP's predecessors-in-interest in Exhibit C to the Petition revealed the following:

a. Exhibit C to the Petition identifies a total of seven BP-associated coastal use permit files. The files bear the following file numbers:

i. P19890440
ii. P19931004
iii. P19931219
iv. P19941021
v. P19950057
vi. P19961042
vii. P19981118

b. I reviewed the above-listed coastal use permit files, which contained materials related to the application for and issuance of coastal use permits for oil and gas related activities.

c. Review of coastal use permit file P19981118 reflected that the coastal use permit application for the proposed activity discussed in that file had been withdrawn.

d. Review of coastal use permit file P19890440 reflected that LDNR's Office of Coastal Management (at the time, the Coastal Management Division) issued a coastal use permit to Amoco Production Company. The permitted activity may have been performed on or near Plaintiffs' properties, although Amoco's application to the Department of the Army identifies Louisiana Land & Exploration Co. as the property owner or lessee whose property adjoined the waterway where the activity would take place. The activity involved the removal of 12 bulkheads that presented potential hazards to navigation. According to the coastal use permit, removal of the bulkheads did not involve any dredging.

e. With respect to the other five coastal use permit files, I determined based on my review of the permit files that all of the permitted activities occurred in Section 46, T20S-R29E, which is not part of Plaintiffs' properties.

Well Information

6. My research regarding the wells listed as associated with BP's predecessors-in-interest in Exhibit B to the Petition revealed the following:

a. Exhibit B to the Petition identifies a total of twenty-eight wells as associated with BP. The wells bear the following well serial numbers:

i. 70652
ii. 127159
iii. 154712
iv. 71659
v. 139379
vi. 155588
vii. 75130
viii. 140491
ix. 177877
x. 76050
xi. 143994
xii. 217011
xiii. 77274
xiv. 148423
xv. 218116
xvi. 115145
xvii. 149011
xviii. 218117
xix. 66767
xx. 66895
xxi. 67743
xxii. 68693
xxiii. 72840
xxiv. 72872
xxv. 73955
xxvi. 74076
xxvii. 74289
xxviii. 74569

b. I reviewed the well files for the BP-associated wells, which identified the locations of each well.

c. With the assistance of Environmental Scientists at Hydro-Environmental Technology, Inc. ("HET"), I plotted the locations of the wells listed above on a map. On the same map, with the assistance of HET, I plotted the tracts identified as Plaintiffs' properties in Paragraph 7 of the Petition. The map

showing the location of the wells in relation to Plaintiffs' properties is attached as **Exhibit 2**.

d. Comparison of the locations of the twenty-eight wells to Plaintiffs' properties showed that none of the BP-associated wells are located on Plaintiffs' properties.

Conclusion

7. All of the representations in this affidavit are true, correct, and complete to the best of my knowledge and belief.

James G. Diehl

Sworn to before me this 15th day of August, 2019

Deborah L. Hash
Notary Public

My Commission Expires: w/life

DEBORAH L. HASH
NOTARY PUBLIC
PARISH OF Lafayette State of LA
NOTARY NO. 40239

James G. Diehl

P. O. Box 51874
Lafayette, LA 70505-1874
(337) 237-4842

Landman with over 35 years of experience specializing in acquisition of leases, pipelines, and producing oil and gas properties.

PROFESSIONAL EXPERIENCE

1989 – PRESENT:
Own, supervise and manage "Diehl Land Services," a full service land company providing numerous services, including title research, lease acquisition, seismic permitting, pipeline acquisition, area checks, digitized mapping, mineral histories, abstracting, title curative and due diligence. Clients include companies of varying sizes.

1995 – PRESENT:
Owner of "Fleetwood Resources, Inc." and instrumental in putting numerous drilling prospects in the South Louisiana area with companies of varying sizes. Writing and negotiating Letter Agreements, Farmouts, Assignments, Unitization, Seismic Reviews, Confidentiality Agreements and/or Joint Operating Agreements.

1980 – 1989:
Independent landman working on various projects in six states. Work included title research, lease acquisition, pipeline acquisition, managing crews of other landmen, due diligence and writing reports.

PROFESSIONAL EDUCATION/ASSOCIATIONS

B.S. in Special Education, Wayne State University
Obtained *Certified Professional Landman* status in 1986
Member of *American Association of Professional Landmen* (AAPL)
Member of *Lafayette Association of Professional Landmen* (LAPL)
Past Regional Director to AAPL
Past President of LAPL
Past Vice-President of LAPL
Past Head of the Ethics Committee of LAPL

EXHIBIT
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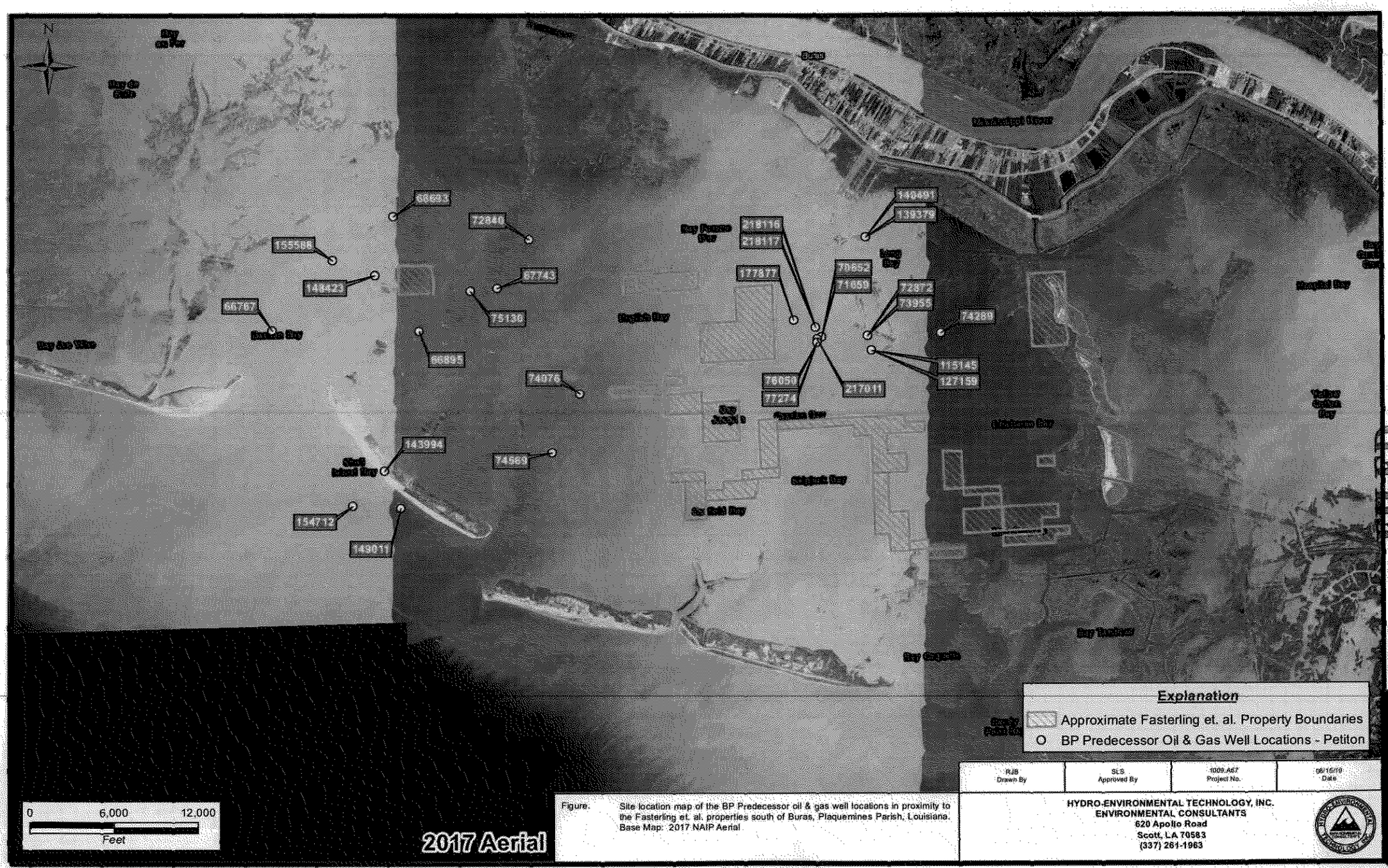


Figure. Site location map of the BP Predecessor oil & gas well locations in proximity to the Fasterling et. al. properties south of Buras, Plaquemines Parish, Louisiana. Base Map: 2017 NAIP Aerial

RJB	SLS	1009.A57	06/15/19
Drawn By	Approved By	Project No.	Date

HYDRO-ENVIRONMENTAL TECHNOLOGY, INC.
ENVIRONMENTAL CONSULTANTS
620 Apollo Road
Scott, LA 70583
(337) 261-1963

FILED
AUG 21 2019
Linda G. Landry
DEPUTY CLERK

EXHIBIT
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25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61798 DIVISION: B

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED

AUG 21 2019

Jandi L. Mandella

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MEMORANDUM IN SUPPORT OF PEREMPTORY EXCEPTIONS ON BEHALF OF BP AMERICA PRODUCTION COMPANY

Defendant BP America Production Company ("BP")[1] submits this memorandum in support of its peremptory exceptions.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

Plaintiffs seek to contractually enforce some 132 coastal use permits that the State of Louisiana issued to various oil and gas companies. Plaintiffs' breach of contract claims against Defendants fail as a matter of law because coastal use permits are not enforceable contracts and Plaintiffs cannot enforce these permits under any legal theory. Separately, Plaintiffs also fail to state a cause of action for breach of contract against BP because none of the permits purportedly issued to BP relate to activities on or impacting Plaintiffs' properties. Plaintiffs' claims for breach of contract as third-party beneficiaries should be dismissed with prejudice.

I. Adoption of Chevron's Argument

BP adopts the arguments set forth in the memorandum in support of Chevron U.S.A. Inc.'s and Chevron U.S.A. Holdings Inc.'s ("Chevron") peremptory exception of no cause of action, which establish that coastal use permits are *not* contracts.[2] Plaintiffs' allegations that Defendants violated coastal use permits, therefore, cannot supply a cause of action for breach of contract.[3]

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1 For purposes of this memorandum, references to BP include its alleged predecessors, Amoco Production Company and Pan American Petroleum Corporation. *See* First Supplemental and Amending Petition ¶ 8.

2 *See* Memorandum in Support of Dilatory and Peremptory Exceptions on Behalf of Chevron Defendants at 13-20 [hereinafter "Chevron Mem."].

3 *See id.* at 13-17. A nearly identical attempt to enforce federal dredging permits under a third-party beneficiary theory was rejected by the U.S. District Court for the Eastern District of Louisiana in *Board of Commissioners of Southeast Louisiana Flood Protection*

Further, even if permits could be considered "contracts" (which they cannot), Plaintiffs here are not third-party beneficiaries of those permits.[4] For these reasons, Plaintiffs do not state a cause of action for breach of contract against any Defendant. Moreover, as to BP, the Court need not even reach these legal issues, as Plaintiffs fail to identify any BP permit that could even purport to be a contract related to Plaintiffs' properties.

II. The Petition Alleges No Facts to Support a Breach of Contract Claim Against BP.

A cause of action, for purposes of the peremptory exception, "is defined as the operative facts that give rise to [a] plaintiff's right to judicially assert [an] action against the defendant." *Ramey v. DeCaire*, 03-1299, p. 7 (La. 3/19/04); 869 So. 2d 114, 118. "The function of the peremptory exception of no cause of action is to test the legal sufficiency of the petition . . . by determining whether the law affords a remedy on the facts alleged in the pleading." *Id.*

Here, the only purported "operative facts"[5] for Plaintiffs' third-party beneficiary contract claims are alleged breaches of the coastal use permits ("CUPs") listed in Exhibit C to the First Supplemental and Amending Petition for Damages ("Petition"). *See* Petition ¶ 46 (alleging breach of contract for "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"); Petition, at Exh. C. Plaintiffs fail to allege which "express and implied obligations and duties" Defendants allegedly violated, or even which specific CUPs allegedly were violated.

Authority-East v. Tennessee Gas Pipeline Co., LLC, 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015), *aff'd*, 850 F.3d 714 (5th Cir. 2017). The Court held that the permits were not contracts enforceable on a third-party beneficiary theory. *Id.* 645-46 & & 645 n.259.

4 *See* Chevon Mem. at 17-20. Plaintiffs' counsel filed similar petitions in February 2015 in three other cases on behalf of plaintiffs-landowners who, like the Plaintiffs here, asserted claims for breach of contract as third-party beneficiaries against oil and gas companies. In *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC, the plaintiffs-landowners abandoned their claims of breach of contract as third-party beneficiaries after they were ordered to amend their petition following the Court's grant of defendants' dilatory exceptions of vagueness. The Court had deferred ruling on the peremptory exceptions of no cause of action as to the plaintiffs' breach of contract claims. *See* Order at 1-2, *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Jan. 19, 2017) (attached as Exhibit "1").

5 Of course, an unexplained list of 132 permits is not a statement of "operative facts," as detailed in BP's Dilatory Exception of Vagueness, Ambiguity, and Nonconformity of the Petition with Article 891. Nor are bald allegations of breach of contract sufficient to state a cause of action, since "conclusions of law asserted as facts are not considered well-pled allegations of fact." *Walton Constr. Co. v. G.M. Horne & Co.*, 07-0145, p. 6 (La. App. 1 Cir. 2/20/08); 984 So. 2d 827, 832.

Moreover, of the 132 coastal use permit files listed in Exhibit C to the Petition, only seven are attributed to BP. *See* Petition, at Exh. C. However, ***six of these seven permit files do not relate to activities on Plaintiffs' properties***.[6] The only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties simply authorized the removal of potential navigation hazards in water (without dredging) and therefore bears no relation to Plaintiffs' claims for damage to their properties.[7] Because nothing even purporting to be a contract with BP is at issue in Plaintiffs' claims alleging harm to their properties, Plaintiffs state no cause of action against BP for breach of contract. *See Borning v. Saia*, 517 So. 2d 492, 493 (La. App. 1 Cir. 1987) (finding that plaintiff "failed to set forth sufficient grounds to establish a cause of action in contract" where "the pleadings and affidavits establish[ed] without contradiction that there was no contract between plaintiff and [defendants]"); *Larkin v. First of Ga. Underwriters*, 466 So. 2d 655, 656-57 (La. App. 5 Cir. 1985) (holding that the trial court properly sustained an exception of no cause of action where "there was no contract between [defendant] and plaintiff"); *cf. Tidewater, Inc. v. Baldwin-Lima Hamilton Corp.*, 410 So. 2d 355, 357 (La. App. 4 Cir. 1982) (holding that plaintiffs' cause of action was not governed by the prescriptive period for an action based on breach of contract where "no such contract [was] found in any of the documents included in the record"). Accordingly, as Plaintiffs fail to state a cause of action, the Court should dismiss Plaintiffs' breach of contract claims against BP.

PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION

In the Petition, Plaintiffs purport to own certain tracts of land in Plaquemines Parish. Petition, ¶ 7. These tracts comprise only a small portion of the much larger, arbitrarily drawn geographic area ("Operational Area") that Plaquemines Parish defined in its Petition in *Parish of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. "B", 25th JDC (Nov. 8, 2013). *Compare* Petition ¶ 7, *with* Petition ¶ 10. Nonetheless, Plaintiffs assert that Defendants' activities have caused "cumulative impacts to the Operational Area and Plaintiffs' Property," and they seek "restoration to the area as a whole." Petition ¶¶ 49-50. Plaintiffs lack standing to assert such

---

6 *See* Affidavit of James G. Diehl (attached as Exhibit "2") ¶ 5. Indeed, one of the seven coastal use permit files attributed to BP relates to a coastal use permit application that was ultimately withdrawn. *See id.* ¶ 5(c).

7 *See id.* ¶ 5(d).

claims, which are premised on harm to the Operational Area at large. Their claims must instead be limited to the tracts that they allegedly own.

I. Plaintiffs Must Have a Real and Actual Interest in the Properties For Which They Seek Damages and Restoration

An objection to a plaintiff's standing is raised through the peremptory exception of no right of action. La. Code Civ. Proc. art. 927(A)(6); *see Cat's Meow, Inc. v. City of New Orleans*, 98-0601, p. 18 (La. 10/20/98); 720 So. 2d 1186, 1199 n.20 ("The exception of no right of action questions the plaintiff's standing or interest to bring suit."). "The function of the exception of no right of action is to determine whether [a] plaintiff belongs to the class of persons to whom the law grants the cause of action asserted in the suit." *La. Paddlewheels v. La. Riverboat Gaming Comm'n*, 94-2015, p. 4 (La. 11/30/94); 646 So. 2d 885, 888. "[T]he exception of no right of action is 'a threshold device for terminating a suit brought by one without legal interest to assert it.'" *Babineaux v. Pernie-Bailey Drilling Co.*, 262 So. 2d 328, 334 (La. 1972) (quoting *Bielkiewicz v. Rudisill*, 201 So. 2d 136, 142 (La. App. 3 Cir. 1967)). "Evidence may be received under the exception of no right of action for the purpose of showing that the plaintiff does not possess the right he claims or that the right does not exist." *Teachers' Ret. Sys. of La. v. La. St. Emps.' Ret. Sys.*, 456 So. 2d 594, 597 (La. 1984) (quoting *Hargroder v. Columbia Gulf Transmission Co.*, 290 So. 2d 874, 875 (La. 1974)); *Babineaux*, 262 So. 2d at 334 ("[E]vidence is admissible . . . in order to disprove the allegations in the pleadings.").

Article 681 of the Louisiana Code of Civil Procedure provides that an action can be brought only by a person having a real and actual interest which he asserts. "A tortfeasor who causes injury or damage to a real right in property owes an obligation to the owner of the real right. This relationship . . . provides *to the owner* of the real right a *personal right* to sue the tortfeasor for damages." *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 10-2267, p. 43 (La. 10/25/11); 79 So. 3d 246, 279 (emphases added). In contrast, a party without an ownership interest in the property that was allegedly harmed does not have a right of action for damage to that property. *See Inabnet v. Exxon Corp.*, 93-0681, p. 21 (La. 9/6/94); 642 So. 2d 1243, 1255 ("[T]he party with the real and actual interest in restoring or rebuilding the damage caused by the [defendant's activity] in this case was the owner [of the damaged property] . . . ."); *Byrd v. Int'l Paper Co.*, 594

So. 2d 961, 962 (La. App. 3 Cir. 1992) (holding in a property damage suit that petitioner "had no right of action since there [was] no evidence in the record that he owned the property").

II. Because Plaintiffs' Claims Against BP Allege Damage to Property that Plaintiffs Do Not Own, Plaintiffs Have No Right of Action Against BP

Here, the only property that Plaintiffs claim to own are the tracts identified in Paragraph 7 of the Petition. Petition ¶ 7. Yet Plaintiffs' allegations expand well beyond those tracts, to the entire Operational Area identified in *Hilcorp*. *See* Petition ¶¶ 49-50. Plaintiffs seek "restoration to the area as a whole" and "[i]njunctive relief in the form of abatement and restoration of the coastal land loss at issue." Petition ¶ 50 & Prayer for Relief (c). But Plaintiffs have no ownership interest in the property beyond the tracts identified in the Petition. *See* Petition ¶ 7. They therefore have no right of action as to the property outside the bounds of those tracts, including the property in the remainder of the Operational Area. *See Byrd*, 594 So. 2d at 962; *see also Inabnet*, p. 21; 642 So. 2d at 1255.

With respect to BP, Plaintiffs have no right of action at all. Plaintiffs allege that BP's activities associated with the wells and coastal use permits identified in Exhibits B and C of the Petition "caused damage and land loss." *See* Petition ¶ 11 & Exhs. B-C. But six of the seven coastal use permit files attributed to BP in Exhibit C do not relate to activities conducted on Plaintiffs' properties.[8] And the only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties authorized the removal of potential navigation hazards in water (without dredging) and bears no relation to Plaintiffs' claims for damage to their properties.[9] Moreover, of the wells attributed to BP in Exhibit B to the Petition, none are located on Plaintiffs' properties.[10] Because Plaintiffs' claims against BP are premised on activities that did not take place on or impact their properties, Plaintiffs lack standing to pursue those claims. As Plaintiffs have no right of action as a matter of law, the Court should dismiss the claims against BP.

CONCLUSION

For the reasons stated herein and as set forth in the memorandum in support of Chevron U.S.A. Inc.'s and Chevron U.S.A. Holdings Inc.'s peremptory exception of No Cause of Action,

---

8 *See* Exh. 2, at ¶ 5.
9 *See id.* ¶ 5(d).
10 *See id.* ¶ 6.

the law solidly refutes Plaintiffs' arguments (1) that permits are contracts (2) of which Plaintiffs are third-party beneficiaries. Independently, Plaintiffs fail to state a cause of action for breach of contract against BP because no BP permits are implicated by Plaintiffs' claims for harm to their properties.

Plaintiffs also have no right of action as to their breach of contract claim and any of their remaining claims to the extent that their claims are premised on harm to property in the Operational Area that they do not own. Because Plaintiffs' claims against BP are premised solely on activities that did not take place on or impact Plaintiffs' properties, they have no right of action with respect to any of their claims against BP.

Because Plaintiffs have not stated a cause of action for breach of contract against BP, and because Plaintiffs do not have a right of action for that claim or for any of their remaining claims against BP, Plaintiffs' claims against BP should be dismissed with prejudice, at Plaintiffs' cost.

Respectfully submitted:

George Arceneaux III (#17442)
Brian W. Capell (#32381)
Emily C. Borgen (#35441)
LISKOW & LEWIS
822 Harding Street
P.O. Box 52008
Lafayette, Louisiana 70505
Telephone: (337) 232-7424
Facsimile: (337) 267-2399
Email: garceneaux@liskow.com
Email: bwcapell@liskow.com
Email: ecborgen@liskow.com

Joe B. Norman (#8160)
LISKOW & LEWIS
One Shell Square
701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
Telephone: (504) 581-7979
Facsimile: (504) 556-4108
Email: jbnorman@liskow.com

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepaid, this 16th day of August 2019.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61798 DIVISION: B

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED

AUG 21 2019

Sandi L. Gondelle

DEPUTY CLERK

FILED:_____ _____

DEPUTY CLERK

PEREMPTORY EXCEPTIONS ON BEHALF OF BP AMERICA PRODUCTION COMPANY

NOW INTO COURT, through undersigned counsel, comes Defendant BP America Production Company ("BP"), which asserts the Peremptory Exceptions of No Cause of Action and No Right of Action as follows:

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

1.

Plaintiffs' contract claims are based solely on alleged breaches of coastal use permits ("CUPs") listed in Exhibit C to Plaintiffs' First Supplemental and Amending Petition for Damages ("Petition"). *See* Petition ¶ 46 (alleging "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"); Petition, at Exh. C. In those claims, Plaintiffs seek damages for alleged harm to their properties, as well as abatement and restoration of their properties. *See* Petition ¶¶ 44, 47-48.

2.

However, six of the seven CUP files attributed to BP in Exhibit C to the Petition do not relate to activities on Plaintiffs' properties. *See* Petition, at Exh. C. And the only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties authorized the removal of potential navigation hazards in water (without dredging) and bears no relation to Plaintiffs' claims for damage to their properties. This ends the inquiry. Plaintiffs cannot state a cause of action against BP for breach of contract, because nothing even purporting to be a contract with BP is at issue in Plaintiffs' claims.

3.

Accordingly, for the reasons set forth in the peremptory exception of No Cause of Action filed by Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc.—permits are not contracts, and these Plaintiffs are not the intended beneficiaries of the permits—which arguments are adopted and incorporated herein, Plaintiffs have no cause of action to assert contract claims based on the alleged breach of coastal use permits against BP.

PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION

4.

Pursuant to Article 927 of the Louisiana Code of Civil Procedure, BP asserts the peremptory exception of no right of action as to Plaintiffs' claims for alleged damage to property other than that owned by Plaintiffs in the "Operational Area."

5.

Although Plaintiffs only own a small percentage of the property located in the Operational Area—specifically, the property described in Paragraph 7 of the Petition—Plaintiffs purport to seek "restoration to the area as a whole." *See* Petition ¶ 50; *see also* Petition ¶ 7.

6.

As to BP, Plaintiffs allege only that BP operated the wells listed in Exhibit B to the Petition and conducted activities pursuant to the coastal use permits listed in Exhibit C to the Petition, and that BP's actions related to those wells and coastal use permits purportedly "caused damage and land loss." *See* Petition ¶ 11 & Exhs. B-C. But none of the wells attributed to BP in the Petition are located on Plaintiffs' property, and six of the seven coastal use permit files attributed to BP do not relate to activities on Plaintiffs' properties. The only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties authorized the removal of potential navigation hazards in water (without dredging) and bears no relation to Plaintiffs' claims for damage to their properties.

7.

Because Plaintiffs do not have a real and actual interest in land that they do not own, Plaintiffs have no right of action related to claims for harm to land beyond their properties pursuant to Louisiana Code of Civil Procedure Articles 681 and 927(A)(6).

8.

Further, because Plaintiffs' claims against BP are premised on activities that did not take place on or impact property that Plaintiffs own, Plaintiffs have no right of action as to any of their claims against BP, and those claims must be dismissed.

ADOPTION OF OTHER EXCEPTIONS

9.

As authorized by Louisiana Code of Civil Procedure Article 853, BP adopts all exceptions pled by any and all defendants herein, to the extent those exceptions apply to BP. BP reserves the right to urge any additional exceptions based upon facts uncovered through the course of discovery.

RULE 9.8 STATEMENT

Pursuant to Uniform Local Rule of Court 9.8(a), BP states that this matter is not presently set for trial and gives notice that it does not intend to introduce live testimony at the hearing in this matter in support of the foregoing exception. BP reserves the right to introduce live testimony upon proper notice to Plaintiffs.

WHEREFORE, BP America Production Company prays that its exceptions be deemed good and sufficient, and that after due proceedings are had, there be:

1. Judgment rendered sustaining its Exception of No Cause of Action, and dismissing Plaintiffs' breach of contract claim against BP America Production Company, at Plaintiffs' cost;
2. Judgment rendered sustaining its Exception of No Right of Action, and dismissing Plaintiffs' remaining claims against BP, at Plaintiffs' cost; and
3. Judgment awarding all appropriate relief in law and equity.

Respectfully submitted:

George Arceneaux III (#17442)
Brian W. Capell (#32381)
Emily C. Borgen (#35441)
LISKOW & LEWIS
822 Harding Street
P.O. Box 52008
Lafayette, Louisiana 70505
Telephone: (337) 232-7424
Facsimile: (337) 267-2399
Email: garceneaux@liskow.com
Email: bwcapell@liskow.com
Email: ecborgen@liskow.com

Joe B. Norman (#8160)
LISKOW & LEWIS
One Shell Square
701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
Telephone: (504) 581-7979
Facsimile: (504) 556-4108
Email: jbnorman@liskow.com

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepaid, this 16th day of August 2019.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED:_____ _____

DEPUTY CLERK

RULE TO SHOW CAUSE

CONSIDERING the foregoing Peremptory Exceptions filed by BP America Production Company;

IT IS HEREBY ORDERED that the exceptions be and hereby are set for hearing on the _____ day of _____, 2019, at ___ o'clock __.m., where Plaintiffs are hereby ORDERED to show cause why the exceptions should not be granted and Plaintiffs' claims dismissed with prejudice, at Plaintiffs' cost.

THUS DONE AND SIGNED on this ____ day of _____, 2019, at _____, Louisiana.

_____

DISTRICT JUDGE

SHERIFF PLEASE SERVE:

Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: DAVID N LUDER
BARRASSO USDIN JUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST, STE 2350
NEW ORLEANS, LA 70112

VIA FAX: 504.589.9701

THIS IS TO CERTIFY that a EXCEPTIONS, RULE, MEMO & EXHIBITS was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 281 total pages were received and marked filed on August 16, 2019 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Wednesday, August 21, 2019.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. ***Within seven days****, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $1400 $30 TO ORLEANS SHERIFF

FOOTERAREA

Lana Coludrovich

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Sent: Wednesday, August 21, 2019 11:08 AM
To: Fax
Subject: FaxFinder Fax Notification: Successfully sent fax to 95045899701
Attachments: fax_outbound_95045899701_20190821_110729_00004E36-0000.pdf

61-798 D

Create Time: 08/21/2019 11:05:16 AM
Schedule Time: 08/21/2019 11:07:29 AM
State: sent
Schedule Message: Successfully sent fax
Hangup code: 0
Try #: 1
Username: clerk25th
Sender name: Clerk of Court
Sender email: fax@clerk25th.com
Sender phone: 504-934-6610
Sender fax: 504-934-6629
Sender org: Clerk of Court
Subject:
Max tries: 3
Try interval: 300
Priority: 3
Pages: 2
Recipient fax: 95045899701
Recipient phone:
Recipient name: DAVID N LUDER/BARRASSO
Recipient org:
Use cover page: true
Receipt: always
Print receipt: never
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31ST JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON DAVIS

STATE OF LOUISIANA

EDWARD D. CONNER, ET AL

VERSUS

ADAMS RESOURCES EXPLORATION CORPORATION, ET AL
Docket Number: C-579-13

February 26, 2014
Honorable J. Byron Hebert, Judge Ad Hoc
Jennings, Louisiana

PROCEEDINGS

APPEARANCES:

FOR THE PLAINTIFFS, EDWARD D. CONNER, ET AL:

MR. DAVID P. BRUCHHAUS
MUDD & BRUCHHAUS, LLC
410 EAST COLLEGE STREET
LAKE CHARLES, LOUISIANA 70605

MR. JAMIE C. GARY
GARY LAW FIRM, LLC
457 LOUISIANA AVENUE
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, BP PRODUCTION COMPANY, TOTAL E&P USA, INC., FOREST OIL CORPORATION, INC., AND ADAMS RESOURCES EXPLORATION CORPORATION:

MR. GEORGE H. ROBINSON, JR.
LISKOW & LEWIS
822 HARDING STREET
POST OFFICE BOX 52008
LAFAYETTE, LOUISIANA 70505

REPORTED BY: LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
(TRANSCRIPT PREPARED BY COMPUTER-AIDED TRANSCRIPTION.)

COPY Original filed in Record

FAX

FILED
AUG 16 2019
DEPUTY CLERK

LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
POST OFFICE DRAWER 1389
JENNINGS, LOUISIANA 70546
(337) 824-3506

EXHIBIT F

APPEARANCES: (CONTINUING)

FOR THE DEFENDANTS, GEODYNE NOMINEE CORPORATION AND GEODYNE RESOURCES, INC.:

MR. ADAM V. ZUCKERMAN
BAKER DONELSON BEARMAN
CALDWELL & BERKOWITZ, PC
201 ST. CHARLES AVENUE, SUITE 3600
NEW ORLEANS, LOUISIANA 70170

FOR THE DEFENDANT, HONEYWELL INTERNATIONAL, INC.:

MS. CLAIRE E. JUNEAU
KEAN MILLER, LLP
II CITY PLAZA
400 CONVENTION STREET, SUITE 700
POST OFFICE BOX 3513
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, LARIO OIL & GAS COMPANY AND BHP BILLITON PETROLEUM (AMERICAS), INC.:

MR. DEMARCUS J. GORDON
MS. JANE A. JACKSON
GORDON, ARATA, MCCOLLAM,
DUPLANTIS & EAGAN, LLC
201 ST. CHARLES AVENUE, 40TH FLOOR
NEW ORLEANS, LOUISIANA 70170-4000

FOR THE DEFENDANTS, JOMAC PROPERTIES, A LIMITED PARTNERSHIP, PEVEHOUSE, INC.:

MR. EDWARD C. ABELL, JR.
ONEBANE LAW FIRM
1200 CAMELLIA BLVD., SUITE 300
POST OFFICE DRAWER 3507
LAFAYETTE, LOUISIANA 70502-3507

FOR THE DEFENDANT, ENCANA OIL & GAS (USA), INC.:

MR. WILLIAM G. DAVIS
MCGLINCHEY STAFFORD
14TH FLOOR, 301 MAIN STREET
BATON ROUGE, LOUISIANA 70801

FOR THE DEFENDANT, ELAND ENERGY, INC.:

MR. ROBIN D. MCGUIRE
TWO GALLERIA TOWER
13455 NOEL ROAD, SUITE 2000
DALLAS, TEXAS 75240

FOR THE DEFENDANT, NEWFIELD EXPLORATION GULF COAST, LLC:

MR. JED M. MESTAYER
NEUNER PATE
ONE PETROLEUM CENTER
1001 WEST PINHOOK ROAD, SUITE 200
LAFAYETTE, LOUISIANA 70503

APPEARANCES: (CONTINUING)

FOR THE DEFENDANTS, CONOCOPHILLIPS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, LLC:

MR. ERIC E. JARRELL
KING, KREBS & JURGENS, PLLC
201 ST. CHARLES AVENUE, 45TH FLOOR
NEW ORLEANS, LOUISIANA 70170

FOR THE DEFENDANT, HENRY PRODUCTION COMPANY, INC.:

MS. VALERIE V. GUIDRY
OTTINGER HEBERT, LLC
POST OFFICE DRAWER 52606
1313 WEST PINHOOK ROAD
LAFAYETTE, LOUISIANA 70505-2606

FOR THE DEFENDANT, APACHE OIL CORPORATION:

MR. DOUGLAS C. LONGMAN, JR.
JONES WALKER, LLP
600 JEFFERSON STREET, SUITE 1600
POST OFFICE BOX 3408
LAFAYETTE, LOUISIANA 70802

FOR THE DEFENDANT, CHEVRON USA HOLDINGS, INC.:

MR. ALAN J. BERTEAU
KEAN MILLER, LLP
II CITY PLAZA, SUITE 700
400 CONVENTION STREET
POST OFFICE BOX 3513
BATON ROUGE, LOUISIANA 70821-3513

FOR THE DEFENDANT, REBEL OIL COMPANY:

MR. EVAN J. GOGOFSKY
LARZELERE PICOU WELLS
SIMPSON LONERO, LLC
3850 NORTH CAUSEWAY BOULEVARD
SUITE 1100, TWO LAKEWAY CENTER
METAIRIE, LOUISIANA 70002

FOR THE DEFENDANT, LACLEDE GAS COMPANY:

MR. SCOTT H. MASON
PLAUCHE MASELLI PARKERSON, LLP
701 POYDRAS STREET, SUITE 3800
NEW ORLEANS, LOUISIANA 70139

FOR THE DEFENDANTS, XH, LLC, AND HHE (HASSIE HUNT EXPLORATION COMPANY):

MS. APRIL L. ROLEN-OGDEN
LISKOW & LEWIS, APLC
822 HARDING STREET
POST OFFICE BOX 52008
LAFAYETTE, LOUISIANA 70505

OPEN COURT
JENNINGS, LOUISIANA
HONORABLE J. BYRON HEBERT
JUDGE AD HOC PRESIDING
FEBRUARY 26, 2014

P R O C E E D I N G S

(OFF THE RECORD.)

THE COURT:

Okay. Let's -- we can get started by making your appearances, and as you -- as you approach the bench and you -- we would like you to also identify yourself again for the court reporter. But, at this point, let's -- let's see if we can get everyone to announce their appearances.

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs, Edward Conner, et al.

THE COURT:

Okay. And you have co-counsel?

MR. BRUCHHAUS:

Yeah, Jamie Gary. He's with our law firm.

THE COURT:

Okay.

Okay. Let's see. Oh, I guess we can just start on the left side.

MR. ABELL:

Your Honor, I'm Edward Abell with the Onebane Law Firm representing Jomac.

THE COURT:

Jomac, huh?

MR. ABELL:

Jomac, J-o-m-a-c, and --

THE COURT:

And Rebel?

MR. ABELL:

-- and -- no, Rebel -- Your Honor, I will withdraw as Rebel's counsel because there's a duplication here. We have a little confusion. Rebel has two lawyers, and I'm not the one they're going to pay.

THE COURT:

Okay.

Okay.

MR. ABELL:

I also represent Pevehouse in the --

THE COURT:

Pevehouse.

Okay.

MR. ROBINSON:

May it please the Court, Your Honor, George Robinson with Liskow & Lewis out of Lafayette. I'm here for BP Production, Total E&P USA, Forest Oil Corporation, and Adams Resources Corporation.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman of Jones Walker. I represent Apache Corporation.

THE COURT:

You -- you're getting them?

THE COURT REPORTER:

Uh-huh (yes).

THE COURT:

Okay. Thank you.

Okay.

MR. MESTAYER:

Judge, Jed Mestayer for Newfield Exploration Gulf Coast, LLC.

THE COURT:

I'm sorry. What?

MR. MESTAYER:

Jed Mestayer for Newfield Exploration Gulf Coast, LLC.

THE COURT:

What is the -- the -- the defendant -- I mean, the defendant's name again?

MR. MESTAYER:

Newfield --

THE COURT:

Newfield.

MR. MESTAYER:

-- Exploration.

THE COURT:

Okay.

Okay.

MS. GUIDRY:

Your Honor, Valerie Guidry for Henry Production Company.

THE COURT:

Okay.

MS. JUNEAU:

Good afternoon, Your Honor. Claire Juneau for Honeywell International.

THE COURT:

Okay. Thank you.

MR. GORDON:

Good morning or good afternoon, Your Honor.

THE COURT:

Yeah.

MR. GORDON:

Demarcus Gordon at Gordon Arata on behalf of BHP Billiton Petroleum (Americans), Inc., and Lario Oil & Gas Company. I also have Jane Jackson here with me.

THE COURT:

Who?

Oh, Jane.

Okay.

Jane Jackson.

Okay.

MR. MASON:

Your Honor, Scott Mason with Plauche Maselli Parkerson for Laclede Gas Company.

THE COURT:

What is the defendant -- the defendant?

MR. MASON:

It's Laclede, L-a-c-l-e-d-e, Gas Company.

THE COURT:

Okay. That's -- who else?

MR. GODOFSKY:

Evan Godofsky for Rebel Oil Company.

THE COURT:

I'm sorry. What's your name?

MR. GODOFSKY:

Evan Godofsky.

THE COURT:

How do you spell your last name?

MR. GODOFSKY:

G-o-d-o-f-s-k-y.

THE COURT:

Okay. And who do you represent?

MR. GODOFSKY:

Rebel Oil Company.

THE COURT:

Rebel, okay.

Rebel.

Okay.

MR. ZUCKERMAN:

Good afternoon, Your Honor. Adam Zuckerman on behalf of the two Geodyne defendants, Geodyne Nominee Corporation and Geodyne Resources.

THE COURT:

Okay.

Okay.

MR. MCGUIRE:

Your Honor, Robin McGuire on behalf of Eland Energy, Inc.

THE COURT:

Eland. Eland you said, huh?

MR. MCGUIRE:

Eland Energy, yes, sir.

THE COURT:

Okay.

MR. JARRELL:

Eric Jarrell, Judge Hebert, for ConocoPhillips Company and the Louisiana Land and Exploration Company, LLC.

THE COURT:

Okay. Thank you.

MR. DAVIS:

Your Honor, William Davis on behalf of Encana Oil & Gas (USA).

THE COURT:

Thank you.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA Holdings.

THE COURT:

All right. Thank you.

MS. ROLEN-OGDEN:

Good afternoon, Your Honor. April Rolen-Ogden with Liskow & Lewis on behalf of XH and HHE.

THE COURT:

Okay. Did you have a -- a motion?

MS. ROLEN-OGDEN:

No, Your Honor. We're here to observe.

THE COURT:

Oh, okay.

Thank you.

MS. ROLEN-OGDEN:

Thank you.

THE COURT:

Okay.

Okay. Let's see. Anyone else that we haven't gotten to?

(NO VERBAL RESPONSE.)

THE COURT:

We can anticipate a lot of motions and pleadings in this case. Perhaps we could -- let me give you my e-mail address so that you can send things electronically. If -- my e-mail address is b-b-e-a-r -- that's b bear, instead of Hebert, b-b-e-a-r-4-3, and it's at Bellsouth.net. And if you would, I have a law clerk, Neil Savoy, who's present in the courtroom, but his --

his e-mail address is Neil Savoy -- it's n-e-i-l-s-a-v-o-y. It's all one word. Neilsavoy@gmail.com.

I think it would help if you would just e-mail me the documents and -- but -- but then three days before a hearing, I would like a -- a bench book. So we'll just need one copy of everything that's coming up but in the form of a bench book. In a case that I had before, we kind of like -- they took turns doing this. Like the plaintiffs would present the bench book, the -- the next -- the next hearing, and then the defendant -- they'd alternate it between the defendants and the -- the plaintiff as a way of preparing a bench book.

But, in other words, it'd only be one copy necessary of your briefs, but just before, you know, the hearing, like, you know, at least three days before if I could have -- the reason it's three days is I'm presuming that you will have briefs and reply briefs and opposition -- I mean -- let's see, briefs, opposition, and replies. So sometimes it's at the last, you know, few days. So that we have all -- all the written pleadings that we could put into one -- one notebook. If y'all could do that for me, that would be good. If -- but don't -- otherwise, just send in everything by e-mail. That would be fine.

And as far as the bench book, if it could be delivered -- I don't have an office address. It's a home address, but it's 108 North Louisiana, Abbeville, 70510.

Okay. And as far as today, we're just taking up the non-evidentiary motions, our exceptions?

MR. BRUCHHAUS:

That's correct, Your Honor.

THE COURT:

And -- let's see. Yeah, that's by agreement.

And the -- the -- the other motions are -- I understand are continued without date; am I right?

MR. BRUCHHAUS:

That's my understanding, Your Honor.

THE COURT:

Okay. I had -- I did see the -- the -- I was wondering if we could perhaps come to an agreement on the -- on all the except- -- the dil- -- the dilatory exceptions on vagueness and ambiguity. And I guess I'm not sure if it would also include the -- I guess the requirements of 891, too.

The brief -- let's see. I'm trying to remember who -- who attached these briefs as an exhibit. Let me see.

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

Anyway, one of the defendants had the exhibit with -- with Judge McIntyre's judgment in the Thomas case.

MR. ROBINSON:

That was me, Your Honor, George Robinson.

THE COURT:

Okay. Mr. Robinson.

Yeah, I was looking at that and looking at his -- his judgment, which -- which set out a -- a -- a chart, a pleadings by chart to -- did the plaintiffs look at that? This is Thomas --

MR. BRUCHHAUS:

We've seen it before, Your Honor, and -- and

part of the reason that in the brief -- I mean, in the petition now we attach an operator history, a detailed operator history, all of the leases, maps of the property, and the other exhibits is to address those vagueness exceptions that we've seen in the last -- like the one in the Thomas case.

THE COURT:

Does that answer -- the -- that exhibit would answer -- let's see. Which exhibit are you talking about?

MR. BRUCHHAUS:

It's Exhibit A, B, C, and D, Your Honor.

THE COURT:

I haven't gotten to those yet. I don't know. Let me see. I'm not sure how they're filed in the record.

MR. BRUCHHAUS:

They were attached to the back of the petition.

THE COURT:

Well, I have the original petition, but I don't see the exhibits. I wonder if they were put in a different -- would the clerk -- did they put them in a -- did they put them somewhere other than in the record?

(THE COURT AND THE CLERK CONFER BRIEFLY.)

THE CLERK:

This is the latest file (indicating).

THE COURT:

The -- you're talking about the petition -- no, but this is the petition that was filed August 23rd.

MR. BRUCHHAUS:

Yes, sir.

THE COURT.

You -- you had exhibits attached to that?

MR. BRUCHHAUS:

We did.

THE COURT:

I'm not sure how it was done.

MR. BRUCHHAUS:

Judge, --

THE COURT.

I'm not sure what the clerk -- let's see. Let me check it.

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- if you want to check Paragraph 5 of the petition, it details what the exhibits are.

THE COURT:

Okay. Wait just a second. The clerk's looking at it now. Let me see.

THE CLERK:

I don't see them, Judge.

THE COURT:

They're not in the record.

MR. BRUCHHAUS:

Okay.

THE COURT:

The exhibits are not in the record. I don't know.

Do you have them with you or a copy?

MR. BRUCHHAUS:

I have a copy, Your Honor.

THE COURT:

It's a copy?

MR. BRUCHHAUS:

Yeah.

THE COURT:

Let me see.

MR. BRUCHHAUS:

The only thing that's not attached in that copy is all the leases that were filed as well.

THE COURT:

Is what?

MR. BRUCHHAUS:

Is all the leases that we filed.

THE COURT:

Okay.

So the defendants were served with the exhibits, huh, the --

MR. BRUCHHAUS:

I think so, Your Honor.

THE COURT:

Let me see.

MR. ROBINSON:

That's correct, Your Honor.

THE COURT:

Huh?

MR. ROBINSON:

Yeah, we've -- we've -- we've got the exhibits. They were attached to the -- I think -- Mr. Bruchhaus, I think y'all furnished them to us on CD.

MR. BRUCHHAUS:

That's correct.

THE COURT:

Okay.

Okay. Mr. Robinson, you want -- you want to address that --

MR. ROBINSON:

I will, Your Honor.

THE COURT:

-- 'cause it -- this is -- you -- you had -- is there anything else you want to say about this particular issue on the -- besides your brief -- I mean, on -- on --

MR. BRUCHHAUS:

I guess I'll hear what Mr. Robinson has to say, Your Honor, and then I'll -- I'll respond accordingly, if that's okay.

THE COURT:

Okay. So --

MR. ROBINSON:

Your Honor, may it please the Court, George Robinson, Liskow & Lewis, for BP, Total E&P, Forest Oil Corporation, and Adams Resources.

Your Honor, without a doubt, we were served with the exhibits, but -- and I'll fast forward. Those exhibits pretty much gave us everything that Judge McIntyre said in the Thomas case that we had gotten, but we -- we still think that in terms of the exception of vagueness the petition is deficient as follows. We're -- we're entitled -- each defendant is entitled to know the -- the -- the nature of the claims against it and the material facts.

Your Honor, I'm going to -- with the -- in the absence of an easel -- I've shown this (indicating)

to Mr. Bruchhaus. This is one of the exhibits (indicating). It's a list of the operators, the people or companies who actually did the -- the physical work in the field, drilling, producing, closing pits, whatever, and none of my clients appear on that, and I've -- I've looked at the leases.

So our position is, first of all, we didn't act. We didn't -- my four -- I'm -- and I'm speaking for all four of them unless I differentiate. None of them were operators. We never operated, so we really don't know what went on in the field, and, for example, what we did, where we did it, when we did it. We've got those legal descriptions, but we don't know where -- and -- and there's -- and there's some legal descriptions in the leases, but we didn't act.

So what we're trying to find out is the -- the basis upon which -- the factual basis upon which the plaintiffs predicate liability against my four clients. And, I -- I think in terms of acting, Your Honor, the mere fact that they may have had a working interest in the lease is -- is inconsequential insofar as they taking any action. They -- they could be liable under the mineral code for their share if there was a breach of the lease, but we don't know that because there's no -- no specificity.

And in the case that Judge McIntyre -- Your Honor, at Page 21 of the reasons for judgment, he said that the -- the plaintiffs have given a lot of information, property at issue by section, township, and range, and the identity of each -- each well, operational areas at issue. That was the Delhi field. Types and claims, legal theories relied upon, breach of contract,

trespass, nuisance, in this case, punitive damages, causes of the -- of the pollution on plaintiffs' property, pits, pipelines, and spillage, chemical constituents of produced water, drilling mud and norm, the areas damaged, and the types of damages sought.

But then he went on, Your Honor, in sustaining the exception he -- what he required in the amendment was the plaintiffs to amend to designate the specific tracts of land owned by each plaintiff and the ownership percentage, the specific claim each plaintiff is asserting, the defendants against whom each plaintiffs' claim is being asserted, the nature and location of the alleged contamination and the source for each tract of land, nature of the breach of the mineral lease as to each defendant, the defendants and/or other operators who allegedly conducted operations or activities on the land for which the plaintiff alleges it liable in damages.

So he found that while the -- the -- the general information as to the location of the property and the types of claims being made were there in the petition there was no specificity as to the claims sought against each of the defendants.

Your Honor, the -- the well history attached as an exhibit to the petition shows approximately 25 or 26 wells and the operator -- it has the well histories. It lists those same operators on this exhibit, and my clients' names -- the only place my clients' names appears, other than non-operating working interest in a few leases, is in the petition.

So we would ask Your Honor to sustain the exception to the extent the --the plaintiffs be required

to allege with further specificity what my clients did, when they did it, where they did it, and what damages they're seeking from our clients.

Your Honor, that's -- that's all I have unless --

THE COURT:

Yeah.

MR. ROBINSON:

-- there's some questions.

THE COURT:

I think that -- well, I think that that's one of the areas that hasn't been answered by these exhibits that's in the -- the -- the judgment -- the Thomas case judgment that -- that was ordered by Judge McIntyre. He says -- now, he -- he suggested it could be done by a chart, which that would be -- that would satisfy your -- your problem?

MR. ROBINSON:

Well, just -- the -- the chart -- the chart was actually -- I think what happened is a Mr. Coenen, Will Coenen, of the Carmouche Firm, who was lead for the plaintiffs in that one, --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- did an amended petition and attached the chart.

THE COURT:

Uh-huh (yes).

Because I think it's not covered by the exhibits that -- asking for the nature and location of the alleged contamination and the source thereof and for

the defendants who allegedly conducted the operations or the activities on the land.

MR. BRUCHHAUS:

Your Honor, may I address some of those?

THE COURT:

Yeah, uh-huh (yes).

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs.

THE COURT:

All right.

MR. BRUCHHAUS:

Your Honor, this is not our first rodeo in preparing these petitions, and routinely we get hit with these, and over the course of time, we've tried to anticipate these exceptions and have tried to comply with the requests, and -- and including Judge Thomas.

And -- and just to give you an update on what's in this petition, Your Honor, in those exhibits, we have a -- a map detailing the plaintiffs' property, specifically, which one is owned by Mr. -- Edward Conner, which one's owned by Mr. Charles Conner, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and in this particular case, those are the only two plaintiffs. And so the issues that were raised by Judge Thomas are addressed with regards to who the plaintiffs are and what property we're talking to.

THE COURT:

Uh-huh (yes). Right.

MR. BRUCHHAUS:

In addition to that, we've attached an

operator history, and in there, we don't dispute what Mr. Robinson said, his clients are not listed on that list as operators. All of the operators that are on that list were named as plaintiffs in this -- as defendants in this petition, and if the other defendants who filed vagueness exceptions names do not appear, we address that in our petition by saying you're in the lawsuit because you were on the lease chain, okay. So there are leases, and so what we did was we attached all the leases.

And I don't think there's a dispute from Mr. Robinson or the other defendants that their names appear on those leases. All of those leases contain property descriptions, Your Honor. They contain property descriptions that apply to the property now owned by the Conners. So I think we've complied with -- with the requirements of the code.

In addition to that, Your Honor, in those exhibits, all of the wells that are identified and attached to those are survey maps that we got from DNR that we attached showing where the property is. In addition to that, we attached other maps to the -- to the petition that show exactly where the property is and where the wells are located. So I think we've addressed all of those things that would normally be on the chart that was discussed by Judge Thomas.

At the end of the day, Your Honor, we do -- we -- we try our best to include all of the allegations sufficient so that we don't have to come here and address vagueness exceptions, and I think that we've done that in this particular case. If -- if you are a defendant in this case and you were not an operator, it's because your name appeared on the lease, and, Your Honor, I think the

code says and the cases say that items that are in the possession of the defendant are not a reason to sustain a vagueness exception in a -- in a particular case like this, and certainly those defendants would be in possession of those leases. They're in the public records, and not only that, we've attached them to the position -- I mean, to the petition.

So for all of those reasons, I think we've complied with the code and -- and should not have to amend our petition.

THE COURT:

Well, you don't -- do you -- do you allege specifically, though, what -- how the lease is being violated by the defendant?

Let me see.

Do you do that, the nature of the breach of the lease --

MR. BRUCHHAUS:

Judge, we do not --

THE COURT:

-- as to each defendant?

MR. BRUCHHAUS:

No, Your Honor, we don't, not as to each defendant. But what that would require us to do is go through and list every single lease, every defendant that's on it, which we've already attached to the petition, and then all of our general allegations as to why these leases were breached are contained in globo in our -- our --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- 25-page petition and including in our 50 paragraphs that we've included in the petition.

But to answer your question, no, we didn't set out Mr. Robinson's specific client, identify the exact lease in the petition -- we attached it to -- as -- as copies -- and say this is why you breached the lease, but contained in the petition, it certainly details why we believe all the defendants breached all of the leases.

THE COURT:

And you didn't specifically identify -- along those lines, you didn't specifically identify what defendants -- what activities on -- that each defendant did.

No, you -- you -- you have a general allegation that this applies to all the defendants. That's what you say at the beginning of your petition, that all the allegations apply to all of the defendants. You don't have any specific allegations --

MR. BRUCHHAUS:

Your -- Your Honor, --

THE COURT:

-- against --

MR. BRUCHHAUS:

-- the plaintiffs certainly will concede that if you're -- if you're not on that operator list, and you never went to the property, and you never did anything, you know, we're not alleging that you did unless we find in discovery some documents that show that you did more than just were on the lease chain. I mean, we'll -- we will concede that.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

But -- but being on the lease chain generates rights and responsibilities and obligations that we've alleged in the petition.

THE COURT:

Well, have you identi- -- you haven't identified the -- the source of the -- have you identified the source of the contamination?

MR. BRUCHHAUS:

I think that we have, Your Honor. I guess I could go through the entire petition and -- and --

THE COURT:

No.

MR. BRUCHHAUS:

-- and identify it all, but I -- I think we've certainly identified that.

THE COURT:

But you don't say it's because of any specific defendants. You're just saying it applies to all the defendants, the contamination?

MR. BRUCHHAUS:

We allege that the defendants' activities, and that's in Paragraph 8 through 12 of the petition. It goes through. It details the activities with regards to the unlined earthen pits and all of the contaminates that would have existed and details exactly what those contaminates would be. In Paragraph 6, we identify the exploration production defendants, identified them as -- as to their liability and why they appear in the lawsuit.

THE COURT:

What paragraph you said?

MR. BRUCHHAUS:

The contaminate -- the contaminates and the activities are Paragraphs 8 through 12, Your Honor.

THE COURT:

Yes, the --

That's right.

And --

MR. BRUCHHAUS:

Oh, I'm sorry.

THE COURT:

-- so you're referring to all the defendants in those paragraphs?

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

But then what did you say after that? You said that --

MR. BRUCHHAUS:

In -- in Paragraph 6, we identify what the -- the legal responsibility of -- of the exploration and production defendants is in Paragraph 6.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Your Honor, I'm -- I'm happy to do whatever the Court wants the plaintiffs to do to try to make it clearer for these defendants.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

That's not the point. I think that we've done our best to try to make sure that they are aware of what the allegations against them are. We've attached

all of the leases. But if Your Honor wants us to do more, we will comply with whatever Your Honor requests us to do.

THE COURT:

Well, I still think it'd be helpful to have a -- a -- a chart to show the -- the alleged contamination and the source and the name of the defendants that allegedly conducted operations or activities.

Now, you're saying -- we're talking about in this case two tracts, but -- so we should have a distinction between the two tracts.

MR. BRUCHHAUS:

We do, Your Honor, and we've attached a map that shows that.

THE COURT:

Okay.

MR. BRUCHHAUS:

I don't know that the defendants are so much complaining about that.

THE COURT:

So it would only be to name the defendants -- you have to specifically allege the source of the contamination and the name -- the name of the defendants for this --

MR. BRUCHHAUS:

Just -- just for clarification, Your Honor, in -- in the exhibit, there is an operator history, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- and then we identify by well number the particular well, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and then we identify what operators operated under that particular well. And with the maps, you can see on the property where the well was so you know what operators operated what wells.

THE COURT:

Okay.

MR. BRUCHHAUS:

But -- but I'll be happy to -- to make a chart that shows that and provide it to the defendants.

THE COURT:

And also the -- the operations -- well, and also the leases -- I mean, the leases. I think you need -- you have the dates of -- of the leases in those exhibits, --

MR. BRUCHHAUS:

Judge, there's -- there's almost --

THE COURT:

-- the names and the dates?

MR. BRUCHHAUS:

There's almost 1,500 pages of leases that were attached to the back of the petition, so it'll take us some time to get -- get that particular chart, but --

THE COURT:

That would have -- and you're saying you've already stated the nature of the breach of the lease --

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

-- in the petition?

MR. BRUCHHAUS:

We do that generally in the petition, yes.

THE COURT:

So we know -- you can furnish the names, and the -- and the dates of the leases, and the breach.

MR. BRUCHHAUS:

Okay.

THE COURT:

If you -- I don't know. It seems like you should be able to -- to allege the -- the breach -- the -- how that lease is breached.

MR. BRUCHHAUS:

We've done it generally in the petition, --

THE COURT:

Yeah.

MR. BRUCHHAUS:

-- but if you want us to add it to each lease, we can do that.

THE COURT:

Yeah.

Mr. Robinson, did -- does -- does that satisfy your objection or not?

MR. ROBINSON:

I -- I -- Judge -- and -- and I -- I -- Mr. Bruchhaus and I have handled a lot of cases together. In fact, we've --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- been on the same side a few times. I'm not trying to put them to extra work. I'm trying to find out what the claim is against my clients and --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- and I think we both agree that my clients didn't act. They never went on the property. But what I'm trying to get to is for -- for -- for further motion practice perhaps or preparing for trial if we go to trial is what -- what their source of liability is and -- and to -- and -- and how it came about.

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

And I -- if -- if we could find -- and -- and the -- there's a lot of information in the petition, but as Your Honor has noted, it's -- it's also pretty general.

THE COURT:

It's -- right. I -- I just -- you can do it by way of the chart if it makes it -- if it's just an easier way to do it then to keep having to -- to repeat your allegations.

MR. ROBINSON:

It doesn't have to be --

THE COURT:

But if you can --

MR. ROBINSON:

I'm sorry, Your Honor.

THE COURT:

Yeah.

What?

MR. ROBINSON:

It -- it doesn't have to be a chart. Just if

-- if Mr. Bruchhaus wants to amend and just make specific allegations as to my client just -- I don't care --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- what format it's in.

THE COURT:

Okay.

MR. DAVIS:

Your Honor, --

THE COURT:

Yes.

MR. DAVIS:

-- I apologize for interrupting.

My name is William Davis on behalf of Encana --

THE COURT:

Uh-huh (yes).

MR. DAVIS:

-- (USA). I want to adopt Mr. Robinson's argument. I too am a non-operator assignee of a lease in the field and would like for any ruling that applies to Mr. Robinson's clients to apply equally to Encana.

THE COURT:

Right.

Would that satisfy your objection on the -- the amendment that -- what we're speaking about, the amendment to the --

MR. DAVIS:

It -- it certainly would.

THE COURT:

-- to identify the lease, --

MR. DAVIS:

It certainly would.

THE COURT:

-- and the date, and the breach --

MR. DAVIS:

Right.

And, Your Honor, --

MR. BRUCHHAUS:

For each.

THE COURT:

-- for each defendant?

Right.

MR. DAVIS:

-- might I say, only speaking for my client, that if -- if -- if Mr. Bruchhaus is required to amend then instead of going through the process of serving everybody again, he's welcome to simply send me a copy or serve it to me electronically or in some fashion to avoid the time, trouble, and expense of having service as was on the original petition.

THE COURT:

Okay.

MR. ROBINSON:

That would work for me also, Your Honor.

THE COURT:

Okay. You accept service electronically, okay.

Okay. We had a number, though, of exceptions, the dilatory exception -- well, right now, we're just talking about the dilatory exception for vagueness.

Does anyone want to add to what --

MR. ABELL:

Your Honor, my -- my clients are --

THE COURT:

-- the -- the Court's order?

MR. ABELL:

My clients are similarly situated. They're working interest owners. They did not operate on the property, and that's Jomac and Pevehouse, and we would be happy with the ruling that -- that was made on this issue.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman for Apache. Apache was a non-operator as well, and the -- the points made by Mr. Robinson apply to Apache as well as the other non-ops, and what you've stated would be perfectly fine with us.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of the two Geodyne defendants. I believe that the chart would suffice. I -- I -- I make one point that perhaps we could get clarified here. With respect to the chart, I might have miscounted, but I think there were about close to 2,700 pages. Essentially, it looked like the public record -- the conveyance records had simply been copied and attached, so it is very difficult for the defendants to discern from the broad global allegations in the petition --

THE COURT:

Uh-huh (yes).

MR. ZUCKERMAN:

-- which leases and other agreements apply, and I generally think that the chart will be sufficient for that, but I note that the plaintiffs have also made third-party beneficiary allegations, and so I think what the defendants need is not just whether they were a lessee under a particular lease, but if there is an agreement, a contract, or a mineral lease, any source of liability ought to be identified in that chart so that defendants can safely plead things like prematurity, or want of amicable demand, or perhaps even arbitration. I don't know whether that would be in any -- any of the agreements.

But my point is that each defendant needs to be able to understand which specific agreements, contracts, mineral leases, et cetera, that are attached as an exhibit to the petition serve as a basis of alleged liability.

So I would simply ask that the -- the Court to consider that in connection with its order.

THE COURT:

Okay.

MR. ZUCKERMAN:

Thank you, Your Honor.

THE COURT:

Okay. Thank you.

And --

MR. JARRELL:

Eric Jarrell, Your Honor, for the Louisiana Land and Exploration Company, LLC. We were alleged as an operating defendant. I'm assuming that all of this would

cover since the non-ops want to know what the operators did that their allegedly liable for it would catch us as well.

Also, I represent ConocoPhillips Company who is alleged to have owned property next door to one of the plaintiffs' property, and we would assume that the same types of allegation would have to be in the new petition that would say what was specifically done on that property next door that allegedly caused what specific injury to the adjacent property because we don't know.

THE COURT:

Okay.

So -- right. I think we would include that. We talked about the lease but also the -- the operators, the activities. We -- we need more specific specificity as to the defendants whose -- who -- what was the activities that they're liable for.

MR. BRUCHHAUS:

Judge, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Judge, there were -- there were two gas processing defendants. One is Conoco, and one is a company called DAQ, and that's who Mr. Jarrell represents, Conoco. I -- I don't -- I'll be happy to include some more specific allegations with -- with regard to -- to his -- his involvement in the case. I think that we did include that, but if -- if the Court requires me to do something more specific, I can.

THE COURT:

Okay.

Okay. And then -- I'm sorry. What -- what is your name?

MR. GORDON:

Demarcus Gordon --

THE COURT:

Okay.

MR. GORDON:

-- on behalf of BHP Billiton Petroleum (Americans), Inc., and Lario Oil & Gas Company.

Your Honor, I'd also like to adopt Mr. Robinson's arguments and also Mr. Jarrell's arguments. One of my clients was one of the -- the predecessors who were alleged to be operators, and -- and the petition doesn't tell us what, if anything, they did wrong. So we would likewise like to have some specificity as it pertains to the operators.

THE COURT:

Okay. And --

MS. JUNEAU:

Your Honor, Claire Juneau, again, for Honeywell. I would just like to adopt Mr. Robinson's and Mr. Zuckerman's arguments --

THE COURT:

Okay.

MS. JUNEAU:

-- and have any ruling that -- that applies to them apply to Honeywell.

THE COURT:

Okay. Thank you.

MR. MESTAYER:

Judge, Jed Mestayer for Newfield Exploration Gulf Coast. We're also a non-operator, and we adopt the

arguments by co-defendant.

THE COURT:

Okay. Thank you.

MR. GODOFSKY:

Evan Godofsky for Rebel Oil Company, another non-operator. We adopt -- we adopt the arguments of Mr. Robinson and Zuckerman, and we're going to ask that the rulings apply to Rebel as well.

THE COURT:

Okay.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA. We also -- that would satisfy our -- our vagueness exception, the rulings urged by the Court.

Your Honor, if we could go an extra step, we also had exceptions of improper cumulation and prematurity. It strikes me that until we know exactly what leases are at issue that it might be an exercise in futility to -- to try to -- to grabble with those exceptions.

So I -- I can only speak for myself, but it seems like that those exceptions might be a matter to be disposed of at a later date.

THE COURT:

To defer after the amended petition?

MR. BERTEAU:

That's right.

THE COURT:

Okay.

MR. ROBINSON:

Your Honor, I've discussed that with Mr. Bruchhaus and I had discussed it with some of the

defendants before you took the bench this afternoon, and we're -- we're perfectly -- in fact, I think it would be -- it would help everybody, all sides, if we just deferred the rest of the non-evidentiary exceptions until after the amendment.

THE COURT:

Okay. So --

MR. BRUCHHAUS:

That's fine, Your Honor.

THE COURT:

Okay. Do we --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

So I will grant the exception of --

MR. BRUCHHAUS:

Your Honor, there's -- there's one point I'd -- I'd question the Court's indulgence with. Obviously, this is going to require us to do a lot of work, and -- and normally you have --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- you give 30 days to amend this petition.

THE COURT:

Right.

MR. BRUCHHAUS:

I would request 60 days if the defendants do not object so that we can properly amend and hopefully get all of it taken care of.

THE COURT:

Is that agreed?

MR. ROBINSON:

That's agreeable with me, Your Honor.

THE COURT:

Okay.

Okay. We'll allow 60 days to amend. The exception is granted as -- and the -- that's the exception of vagueness and ambiguity. That -- that would -- in response, the -- the plaintiffs will amend the petition to allege specific allegations to the specific named defendants on the -- as -- as far as the operators as to their liability for damages suffered on the -- on the -- on the tracts. As to the operators, you need to be more specific as to each one, right?

MR. BRUCHHAUS:

I understand, Your Honor.

THE COURT:

Okay. And then for the non-operators, we need the -- the name on the -- the -- the lease, the date, and the breach, the -- how the -- and if it's not -- well, we added something. Okay. If it's not a lease, it's -- if it's some other agreement, you need to add that to the list; that it -- this is a third party. If it's a third-party beneficiary to another agreement or whatever the liability is and what's based on a non-operator, we'll have to know that.

MR. BRUCHHAUS:

We'll do the best we can do, Your Honor.

THE COURT:

And you'll do that within 60 days?

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

Okay.

All right.

Okay. And the minutes can be sufficient unless y'all wanted some sort of judgment on that or order.

MR. ROBINSON:

I think the minutes for now is sufficient.

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

You want to circulate an order or not?

MR. ROBINSON:

I think that we'll -- we'll go with the minutes, Your Honor.

THE COURT:

Oh, the minutes, okay.

MR. ROBINSON:

Yeah.

THE COURT:

Those minutes would be sufficient.

MR. ROBINSON:

'Cause we can get a -- we can get a transcript and go from there.

THE COURT:

Okay.

Okay.

MR. GORDON:

Your Honor, --

THE COURT:

Anything else we can take up -- take up?

MR. GORDON:

Yes, Your Honor. Demarcus Gordon, again, on

behalf of BHP --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- and Lario. We have an exception regarding Article 891 and the fact that the plaintiffs have alleged fraud --

THE COURT:

Yeah.

MR. GORDON:

-- generally within the petition.

THE COURT:

Right.

MR. GORDON:

If they're amending the petition anyway, it would make --

THE COURT:

Yes.

MR. GORDON:

-- sense for them to allege fraud with particularity as to -- as it pertains to any defendant to whom they are alleging fraud against, and I just wanted to mention that --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- because I don't want them to amend their petition and we come back and then we say now do fraud.

THE COURT:

No, I think that's --

MR. GORDON:

But I think that may be something that --

THE COURT:

-- I think that's correct on the --

MR. BRUCHHAUS:

Judge, I'd --

THE COURT:

-- the allegation of fraud.

MR. BRUCHHAUS:

-- I'd -- I'd like to address that one maybe.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

We include specific paragraphs because we're faced with this in every case. Paragraph 13 deals with fraud. We allege exactly what we claim the fraud is; 14 does; 15 does. In there, we say exactly what we think the particular fraud claims are, and -- and, Your Honor, fraud, as defined by the code, is -- I -- I know that 1953 says fraud is a misrepresentation or a suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. Fraud may result from silence or an inaction. And, Judge, in these paragraphs, we allege what the industry knowledge was, what the contaminates were, what the chemicals were, what the day-to-day operations were. The fact that the contaminates were never removed. That the plaintiffs were never told that there was improper reporting to the appropriate authorities, and, Judge, I just got to believe that based upon those paragraphs and based upon the requirements of the code under 891 that we've -- we've sufficed and we've -- we've alleged fraud with particularity in this particular case, Judge.

And, specifically, if you take a look at Paragraph 15, we allege the acts.

THE COURT:

Yeah, in Paragraph -- how is Paragraph 15 insufficient? They list seven -- they -- they list seven different specifics on that fraud basis -- the basis for fraud, Paragraph 15.

Is that --

MR. GORDON:

Your Honor, Demarcus --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- Gordon once again. In response to that, once again, there's more than 30 defendants in this matter. The plaintiffs consciously decided to sue multiple defendants. These allegations are -- are general to all defendants, or maybe even to the world, possibly more defendants or -- or other parties out there. These are not pled with specificity as required by the -- the code and -- and, Your Honor, --

THE COURT:

You make it specific to the defendant. That's what you're asking?

MR. GORDON:

Yes. Yes, Your Honor, and to --

THE COURT:

Okay.

MR. GORDON:

-- the extend they can. I mean, if they can't, then --

THE COURT:

Fine.

MR. GORDON:

-- you know, we've had many of these cases where plaintiffs concede, you know, that -- that they don't have any allegations of fraud, and, here, --

THE COURT:

Yeah.

MR. GORDON:

-- you know, these are the same general paragraphs that they include in every single petition. This has nothing specific to do with this site or -- or what any defendant did or didn't do. It's just general.

THE COURT:

Uh-huh (yes).

MR. GORDON:

It's -- it's what they always put in -- in their petitions, you know, and -- and they --

THE COURT:

Okay.

MR. GORDON:

-- can do a better job of --

THE COURT:

Yeah, I think you need to --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

-- specify the defendants again.

MR. BRUCHHAUS:

Well, I think -- I think Mr. Gordon said one of his particular clients was BHP; is that right?

MR. GORDON:

That's correct.

MR. BRUCHHAUS:

Okay. BHP was one of operators --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- in this particular case, and, Your Honor -- Your Honor, I would ask that maybe he -- we pass this particular allegation 'cause we haven't been able to do discovery yet to find out what his documents say with regards to those which is why we pled it the way we did. I think that would be a reasonable request of the Court. Beyond what we've done in -- in the petition addressing it in three different paragraphs, I don't know what else we can do --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- without the documents.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of Geodyne, which was a -- a non-operating defendant, and I just note that we raised the same exception, and with respect to the article, the -- the allegations that have been referenced in the petition, those talk specifically about operations. Paragraph 13, which was just cited to Your Honor, begins with the defendants knew or should have known that their day-to-day operations in the field would result in the -- the damages that they now allege. And also I would submit to Your Honor that there is a lack of specificity particularly with -- with respect to

non-operators.

THE COURT:

Yeah.

So are you saying you need more than the 60 days to amend on the -- on fraud issues?

MR. BRUCHHAUS:

I don't think so, Your Honor. 60 days would probably give us enough.

THE COURT:

Okay.

Okay. Well, you -- that -- I'm granting the exception as to the -- it wasn't a dilatory exception also on alle- -- it's insufficient allegations for the specific -- specificity for fraud, and so you'll amend the petition on that --

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

-- in regard to the fraud allegations.

Okay.

Okay. And the costs will be determined on the merits for these exceptions at this time.

Any other matter we can take up while we're all here? Well, a lot of us are here, not all of us. We still have some -- some out there. We have 30 -- how many defendants, 30- --

MR. BRUCHHAUS:

34, Your Honor.

THE COURT:

-- 4. You have 34 defendants, okay.

MR. BRUCHHAUS:

Although --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- just for the record, some of the defendants haven't answered yet, and some of them haven't been served, so not everybody's here. So --

THE COURT:

Okay. Well, include them on your charts.

MR. BRUCHHAUS:

Sure. We'll take care of it in advance.

THE COURT:

Right.

Okay.

Okay. Thank you.

I'll see y'all next time, okay.

MR. ROBINSON:

Thank you, Your Honor.

(OFF THE RECORD.)

(PROCEEDINGS ADJOURNED.)

C E R T I F I C A T E

This Certification is valid only for a transcript accompanied by my original *blue* signature and original *blue* official seal on this page.

I, Lynette Latiolais-Emfinger, RPR, CCR, Official Court Reporter in and for the 31st Judicial District Court, Parish of Jefferson Davis, State of Louisiana, do hereby certify that the foregoing transcript reported by me in the stenotype-reporting method contains a full, true, and correct transcription of the above referred to proceedings conducted on the 26th day of February, 2014, and I am not related to or associated with any of the parties to said proceedings; that the transcript has been prepared in compliance with transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana; that I have acted in compliance with the prohibition on contractual relationships. I further certify that the transcription contained herein was prepared and transcribed by me or under my personal direction and supervision and is accurate to the best of my ability, knowledge, information, understanding and belief.

I further state on the record the following: That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceedings, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript; that any words and/or names which could

LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
POST OFFICE DRAWER 1389
JENNINGS, LOUISIANA 70546
(337) 824-3506

not be verified through reference material have been denoted with the phrase "(phonetical)".

Signed this 21st day of March, 2014.

Lynette Latiolais-Emfinger, RPR, CCR
Official Court Reporter
State License No. 93007
NCRA License No. 817506

LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
POST OFFICE DRAWER 1389
JENNINGS, LOUISIANA 70546
(337) 824-3506

CASE NO. 15-30162

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST; ORLEANS LEVEE DISTRICT; LAKE BORGNE BASIN LEVEE DISTRICT; EAST JEFFERSON LEVEE DISTRICT,

Plaintiffs - Appellants

v.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.; ALTA MESA SERVICES, L.P.; ANADARKO E&P ONSHORE, L.L.C.; APACHE CORPORATION; ATLANTIC RICHFIELD COMPANY; BEPCO, L.P.; BOARDWALK PIPELINE PARTNERS, L.P.; BOPCO, L.P.; BP AMERICA PRODUCTION COMPANY; BP OIL PIPELINE COMPANY; CALLON OFFSHORE PRODUCTION, INCORPORATED; CALLON PETROLEUM COMPANY; CASKIDS OPERATING COMPANY; CENTERPOINT ENERGY RESOURCES CORPORATION; CHEVRON PIPE LINE COMPANY; CHEVRON USA, INCORPORATED; CLAYTON WILLIAMS ENERGY, INCORPORATED; CLOVELLY OIL COMPANY, L.L.C.; COASTAL EXPLORATION AND PRODUCTION, L.L.C.; COLLINS PIPELINE COMPANY; CONOCOPHILLIPS COMPANY; CONTINENTAL OIL COMPANY; COX OPERATING, L.L.C.; CRAWFORD HUGHES OPERATING COMPANY; DALLAS EXPLORATION, INCORPORATED; DAVIS OIL COMPANY; DEVON ENERGY PRODUCTION COMPANY, L.P.; ENERGEN RESOURCES CORPORATION; ENTERPRISE INTRASTATE, L.L.C.; EOG RESOURCES, INCORPORATED; EP ENERGY MANAGEMENT, L.L.C.; EXXON MOBIL CORPORATION; EXXON MOBIL PIPELINE COMPANY; FLASH GAS & OIL NORTHEAST, INCORPORATED; GRAHAM ROYALTY, LIMITED; GREKA AM, INCORPORATED; GULF PRODUCTION COMPANY, INCORPORATED; GULF SOUTH PIPELINE COMPANY, L.P.; HARVEST OIL & GAS, L.L.C.; HELIS ENERGY, L.L.C.; HELIS OIL & GAS COMPANY, L.L.C.; HESS CORPORATION, A Delaware Corporation; HILLIARD OIL & GAS, INCORPORATED; HKN, INCORPORATED; INTEGRATED EXPLORATION & PRODUCTION.

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EXHIBIT C

L.L.C.; J.C. TRAHAN DRILLING CONTRACTOR, INCORPORATED; J.M. HUBER CORPORATION; KENMORE OIL COMPANY, INCORPORATED; KEWANEE INDUSTRIES, INCORPORATED; KOCH EXPLORATION CO., L.L.C.; KOCH INDUSTRIES, INCORPORATED; LIBERTY OIL & GAS CORPORATION; LLOG EXPLORATION COMPANY; MANTI OPERATING COMPANY; MARATHON OIL COMPANY; MCMORAN EXPLORATION COMPANY; MOEM PIPELINE, L.L.C.; MOSBACHER ENERGY COMPANY; NATURAL RESOURCES CORPORATION OF TEXAS; NEWFIELD EXPLORATION GULF COAST, L.L.C.; NOBLE ENERGY, INCORPORATED; O'MEARA, L.L.C.; P.R. RUTHERFORD; PLACID OIL COMPANY; PLAINS PIPELINE, L.P.; PXP PRODUCING COMPANY, L.L.C.; REPUBLIC MINERAL CORPORATION; RIPCO, L.L.C.; ROZEL OPERATING COMPANY; MURPHY EXPLORATION AND PRODUCTION COMPANY, USA; SENECA RESOURCES CORPORATION; SHELL OIL COMPANY; SOUTHERN BAY ENERGY, L.L.C., also known as HK Energy, L.L.C.; SOUTHERN NATURAL GAS COMPANY, L.L.C.; SUN OIL COMPANY; SUNDOWN ENERGY, L.P.; UNION OIL COMPANY OF CALIFORNIA; WHITING OIL & GAS CORPORATION; WILLIAMS EXPLORATION COMPANY; YUMA EXPLORATION AND PRODUCTION COMPANY, INCORPORATED; MERIDIAN RESOURCE & EXPLORATION, L.L.C.; PICKENS COMPANY, INCORPORATED; ESTATE OF WILLIAM G. HELIS; LOUISIANA LAND AND EXPLORATION COMPANY, L.L.C. MARYLAND; KAISER-FRANCIS OIL COMPANY; BP PIPELINES NORTH AMERICA, INCORPORATED; VINTAGE PETROLEUM, L.L.C, Delaware; ENLINK LIG, L.L.C.,

Defendants - Appellees

On Appeal from the Judgment of the United States District Court for the Eastern District of Louisiana in Civil Action No. 2:13-cv-05410, Honorable Nannette Jolivette Brown, Presiding

ORIGINAL BRIEF OF PLAINTIFFS-APPELLANTS BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST, ORLEANS LEVEE DISTRICT, LAKE BORGNE BASIN LEVEE DISTRICT, AND EAST JEFFERSON LEVEE DISTRICT

GLADSTONE N. JONES, III (#22221)
BERNARD E. BOUDREAUX (#2219)
KEVIN E. HUDDELL (#26930)
EBERHARD D. GARRISON (#22058)
HARVEY S. BARTLETT III (#26795)
EMMA ELIZABETH ANTIN DASCHBACH (#27358)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

JAMES R. SWANSON (#18455)
BENJAMIN D. REICHARD (#31933)
Fishman Haygood, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. MICHAEL VERON (#7570)
J. ROCK PALERMO III (#21793)
ALONZO P. WILSON (#13547)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel For Plaintiffs-Appellants, Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District

CERTIFICATE OF INTERESTED PERSONS

CASE NO. 15-30162

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST; ORLEANS LEVEE DISTRICT; LAKE BORGNE BASIN LEVEE DISTRICT; EAST JEFFERSON LEVEE DISTRICT,

Plaintiffs - Appellants

v.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.; ALTA MESA SERVICES, L.P.; ANADARKO E&P ONSHORE, L.L.C.; APACHE CORPORATION; ATLANTIC RICHFIELD COMPANY; BEPCO, L.P.; BOARDWALK PIPELINE PARTNERS, L.P.; BOPCO, L.P.; BP AMERICA PRODUCTION COMPANY; BP OIL PIPELINE COMPANY; CALLON OFFSHORE PRODUCTION, INCORPORATED; CALLON PETROLEUM COMPANY; CASKIDS OPERATING COMPANY; CENTERPOINT ENERGY RESOURCES CORPORATION; CHEVRON PIPE LINE COMPANY; CHEVRON USA, INCORPORATED; CLAYTON WILLIAMS ENERGY, INCORPORATED; CLOVELLY OIL COMPANY, L.L.C.; COASTAL EXPLORATION AND PRODUCTION, L.L.C.; COLLINS PIPELINE COMPANY; CONOCOPHILLIPS COMPANY; CONTINENTAL OIL COMPANY; COX OPERATING, L.L.C.; CRAWFORD HUGHES OPERATING COMPANY; DALLAS EXPLORATION, INCORPORATED; DAVIS OIL COMPANY; DEVON ENERGY PRODUCTION COMPANY, L.P.; ENERGEN RESOURCES CORPORATION; ENTERPRISE INTRASTATE, L.L.C.; EOG RESOURCES, INCORPORATED; EP ENERGY MANAGEMENT, L.L.C.; EXXON MOBIL CORPORATION; EXXON MOBIL PIPELINE COMPANY; FLASH GAS & OIL NORTHEAST, INCORPORATED; GRAHAM ROYALTY, LIMITED; GREKA AM, INCORPORATED; GULF PRODUCTION COMPANY, INCORPORATED; GULF SOUTH PIPELINE COMPANY, L.P.; HARVEST OIL & GAS, L.L.C.; HELIS ENERGY,

L.L.C.; HELIS OIL & GAS COMPANY, L.L.C.; HESS CORPORATION, A Delaware Corporation; HILLIARD OIL & GAS, INCORPORATED; HKN, INCORPORATED; INTEGRATED EXPLORATION & PRODUCTION, L.L.C.; J.C. TRAHAN DRILLING CONTRACTOR, INCORPORATED; J.M. HUBER CORPORATION; KENMORE OIL COMPANY, INCORPORATED; KEWANEE INDUSTRIES, INCORPORATED; KOCH EXPLORATION CO., L.L.C.; KOCH INDUSTRIES, INCORPORATED; LIBERTY OIL & GAS CORPORATION; LLOG EXPLORATION COMPANY; MANTI OPERATING COMPANY; MARATHON OIL COMPANY; MCMORAN EXPLORATION COMPANY; MOEM PIPELINE, L.L.C.; MOSBACHER ENERGY COMPANY; NATURAL RESOURCES CORPORATION OF TEXAS; NEWFIELD EXPLORATION GULF COAST, L.L.C.; NOBLE ENERGY, INCORPORATED; O'MEARA, L.L.C.; P.R. RUTHERFORD; PLACID OIL COMPANY; PLAINS PIPELINE, L.P.; PXP PRODUCING COMPANY, L.L.C.; REPUBLIC MINERAL CORPORATION; RIPCO, L.L.C.; ROZEL OPERATING COMPANY; MURPHY EXPLORATION AND PRODUCTION COMPANY, USA; SENECA RESOURCES CORPORATION; SHELL OIL COMPANY; SOUTHERN BAY ENERGY, L.L.C., also known as HK Energy, L.L.C.; SOUTHERN NATURAL GAS COMPANY, L.L.C.; SUN OIL COMPANY; SUNDOWN ENERGY, L.P.; UNION OIL COMPANY OF CALIFORNIA; WHITING OIL & GAS CORPORATION; WILLIAMS EXPLORATION COMPANY; YUMA EXPLORATION AND PRODUCTION COMPANY, INCORPORATED; MERIDIAN RESOURCE & EXPLORATION, L.L.C.; PICKENS COMPANY, INCORPORATED; ESTATE OF WILLIAM G. HELIS; LOUISIANA LAND AND EXPLORATION COMPANY, L.L.C. MARYLAND; KAISER-FRANCIS OIL COMPANY; BP PIPELINES NORTH AMERICA, INCORPORATED; VINTAGE PETROLEUM, L.L.C, Delaware; ENLINK LIG, L.L.C.,

Defendants - Appellees

The undersigned counsel of record certifies that the following listed persons and entities as described in United States Court of Appeals for the Fifth Circuit Rule 28.2.1 have an interest in the outcome of this case. These representations are made in order that the judges of this Court may evaluate possible disqualification

or recusal.

1. Plaintiffs-Appellants

- The Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Individually and as the Board Governing the Orleans Levee District, the Lake Borgne Basin Levee District, and the East Jefferson Levee District, is a constitutionally and statutorily created Board established to govern the Southeast Louisiana Flood Protection Authority – East and its constituent levee districts, which are independent political subdivisions of the State of Louisiana.

2. Counsel for Plaintiffs-Appellants

- Gladstone N. Jones, III, Bernard E. Boudreaux, Kevin E. Huddell, Eberhard D. Garrison, Harvey S. Bartlett III, Emma Elizabeth Antin Daschbach, JONES, SWANSON, HUDDELL & GARRISON
- James R. Swanson, Benjamin D. Reichard, FISHMAN HAYGOOD, L.L.P.
- J. Michael Veron, J. Rock Palermo III, Alonzo P. Wilson, VERON, BICE, PALERMO & WILSON, L.L.C.

3. Defendants-Appellees

- Tennessee Gas Pipeline Company, L.L.C.
- Alta Mesa Services, L.P.
- Anadarko E&P Onshore, L.L.C.
- Apache Corporation
- Atlantic Richfield Company
- BEPCO, L.P.
- Boardwalk Pipeline Partners, L.P.
- BOPCO, L.P.
- BP America Production Company
- BP Oil Pipeline Company
- BP Pipelines North America, Inc.
- Callon Offshore Production, Inc.
- Callon Petroleum Company
- Caskids Operating Company
- Centerpoint Energy Resources Corporation
- Chevron Pipe Line Company

- Chevron USA, Inc.
- Clayton Williams Energy, Inc.
- Clovelly Oil Company, L.L.C.
- Coastal Exploration and Production, L.L.C.
- Collins Pipeline Company
- ConocoPhillips Company
- Continental Oil Company
- Cox Operating, L.L.C.
- Crawford Hughes Operating Company
- Dallas Exploration, Inc.
- Davis Oil Company
- Devon Energy Production Company, L.P.
- Energen Resources Corporation
- Enlink LIG, L.L.C.
- Enterprise Intrastate, L.L.C.
- EOG Resources, Inc.
- EP Energy Management, L.L.C.
- Estate of William G. Helis
- Exxon Mobil Corporation
- Exxon Mobil Pipeline Company
- Flash Gas & Oil Northeast, Inc.
- Graham Royalty, Limited
- Greka AM, Inc.
- Gulf Production Company, Inc.
- Gulf South Pipeline Company, L.P.
- Harvest Oil & Gas, L.L.C.
- Helis Energy, L.L.C.
- Helis Oil & Gas Company, L.L.C.
- Hess Corporation, A Delaware Corporation
- Hilliard Oil & Gas, Inc.
- HKN, Inc.
- Integrated Exploration & Production, L.L.C.
- J.C. Trahan Drilling Contractor, Inc.
- J.M. Huber Corporation
- Kaiser-Francis Oil Company
- Kenmore Oil Company, Inc.
- Kewanee Industries, Inc.

- Koch Exploration Co., L.L.C.
- Koch Industries, Inc.
- Liberty Oil & Gas Corporation
- LLOG Exploration Company
- Louisiana Land and Exploration Company, L.L.C. Maryland
- Manti Operating Company
- Marathon Oil Company
- McMoRan Exploration Company
- Meridian Resources & Exploration, L.L.C.
- Moem Pipeline, L.L.C.
- Mosbacher Energy Company
- Natural Resources Corporation of Texas
- Newfield Exploration Gulf Coast, L.L.C.
- Noble Energy, Inc.
- O'Meara, L.L.C.
- Pickens Company, Inc.
- Placid Oil Company
- Plains Pipeline, L.P.
- PXP Producing Company, L.L.C.
- Republic Mineral Corporation
- Ripco, L.L.C.
- Rozel Operating Company
- Murphy Exploration and Production Company, USA
- Seneca Resources Corporation
- Shell Oil Company
- Southern Bay Energy, L.L.C., also known as HK Energy, L.L.C.
- Southern Natural Gas Company, L.L.C.
- Sun Oil Company
- Sundown Energy, L.P.
- Union Oil Company of California
- Whiting Oil & Gas Corporation
- Williams Exploration Company
- Yuma Exploration and Production Company, Inc.

4. **Counsel for Defendants-Appellees**

- ADAMS & REESE, L.L.P.: Francis V. Liantonio, Jr., Thomas Gordon O'Brien, Martin A. Stern, Jeffrey Edward Richardson

- ARNOLD & PORTER, L.L.P.: Matthew T. Heartney, Nancy Gordon Milburn
- BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.: Nancy Scott Degan, Roy C. Cheatwood, Kerry J. Miller
- LAW OFFICE OF STEPHEN D. BAKER: Stephen D. Baker
- BALDWIN HASPEL BURKE & MAYER, L.L.C.: Beverly Klundt Baudoin, David Louis Carrigee
- BIENVENU, BONNECAZE, FOCO, VIATOR & HOLINGA, A.P.L.L.C.: Erin Percy Tadie
- BRADLEY, MURCHISON, KELLY & SHEA, L.L.C.: Stephen Christopher Fortson, Darryl Joseph Foster, Anna W. O'Neal
- CARVER, DARDEN, KORETZKY, TESSIER, FINN, BLOSSMAN & AREAUX, L.L.C.: Taylor Darden
- CURRY & FRIEND, P.L.C.: Mary Margaret Steele, Christopher C. Friend, Meghan Elizabeth Smith
- DEUTSCH, KERRIGAN & STILES, L.L.P.: Isaac H. Ryan
- FOWLER RODRIGUEZ VALDES-FAULI: John Anthony Scialdone, Michael James Thompson, Jr.
- GIEGER, LABORDE & LAPEROUSE, L.L.C.: Andrew A. Braun, Caitlin Jean Hill
- GORDON, ARATA, MCCOLLAM, DUPLANTIS & EAGAN, L.L.C.: Ewell Elton Eagan, Jr., Terence Kent Knister, James Douglas Rhorer
- GRAY REED & MCGRAW, P.C.: James Joseph Ormiston, Michael Antoine Ackal, III, Julia M. Palmer
- GUGLIELMO, LOPEZ, TUTTLE, HUNTER & JARRELL: James Thomas Guglielmo
- DANIEL HUGHES, A.P.L.C.: Daniel C. Hughes
- JONES WALKER LLP: Douglas J. Longman, Jr., Carmen Marie Rodriguez, Carl David Rosenblum, Alida C. Hainkel,Lauren Courtney Mastio, Joshua A. Norris, William D. Lampton, William Thomas McCall, Jr., Glenn G. Goodier
- KEAN MILLER, L.L.P.: Leonard Louis Kilgore, III, Brett Patrick Fenasci, Esteban Herrera, Jr., Tyler Ann Moore Kostal, Mark Andrew Marionneaux, Richard Dean McConnell, Richard Stuart Pabst, Victor Jacob Suane, Jr., Louis Victor Gregoire, Jr., Pamela Roman Mascari,Charles Simon McCowan, III, Michael Raudon Phillips, Bradley Joseph Schlotterer, Dylan T. Thriffiley
- KEOUGH, COX & WILSON, LIMITED: John Powers Wolff, III, Nancy B. Gilbert, Richard W. Wolff
- KING & SPALDING, L.L.P.: Ashley Charles Parrish, Jeremiah Johnson Anderson, Robert Ellison Meadows

- KUCHLER, POLK, SCHELL, WEINER & RICHESON, L.L.C.: Leigh Ann Schell, Deborah DeRoche Kuchler
- LAPEYRE & LAPEYRE, L.L.P.: Etienne C. Lapeyre, F. Henri Lapeyre, Jr.
- LARZELERE PICOU WELLS SIMPSON LONERO, L.L.C.: Morgan Joseph Wells, Jr., Evan J. Godofsky
- LISKOW & LEWIS: George Arceneaux, III, Joe B. Norman, Robert Beattie McNeal, Michael P. Cash, Jamie Duayne Rhymes, Jonathan Andrew Hunter, Elizabeth S. Wheeler, Russell Keith Jarrett, Kelly Bechtel Becker, George Hardy Robinson, Jr.
- LLOG EXPLORATION COMPANY, L.L.C.: George M. Gilly
- MAYHALL & BLAIZE: Charles G. Blaize
- MCGUIREWOODS, L.L.P.: Angela M. Spivey, Richard Trent Taylor
- MONTGOMERY BARNETT, L.L.P.: John Y. Pearce, Edward Louis Fenasci
- NEUNERPATE: Brandon Wade Letulier, Cliff A. LaCour, Ben Louis Mayeaux, Francis X. Neuner
- OTTINGER HEBERT, L.L.C.: Paul J. Hebert
- PHELPS DUNBAR, L.L.P.: Steven Jay Levine, John Bechtold Shortess, Kevin William Welsh
- PREIS, P.L.C.: Robert Michael Kallam, Jennifer Anne Wells
- QUINN EMANUEL URQUHART & SULLIVAN, L.L.P.: Michael J. Lyle
- David William Rusch
- SCHONEKAS, EVANS, MCGOEY & MCEACHIN, L.L.C.: Kyle D. Schonekas, William P. Gibbens
- SHIPLEY SNELL MONTGOMERY, L.L.P.: George T. Shipley, Amy Louise Snell
- SLATTERY, MARINO & ROBERTS, P.L.C.: Emile Joseph Dreuil, III, David Stephen Landry, Gerald F. Slattery, Jr.
- STONE PIGMAN WALTHER WITTMANN, L.L.C.: John Pratt Farnsworth, Barry W. Ashe
- STRONG PIPKIN BISSELL & LEDYARD, L.L.P.: Michael M. Hendryx, Jason Christopher McLaurin
- TAYLOR, PORTER, BROOKS & PHILLIPS, L.L.P.: Edward Daniel Hughes, John Michael Parker
- VAN NESS FELDMAN, L.L.P.: Lawrence Gene Acker
- WALL, BULLINGTON & COOK, L.L.C.: Guy Earl Wall

Dated: May 20, 2015

/s/ Harvey S. Bartlett III
Harvey S. Bartlett III

Counsel for Plaintiffs-Appellants, Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District

STATEMENT REGARDING ORAL ARGUMENT

The Plaintiffs-Appellants—the Board of Commissioners of the Southeast Louisiana Flood Protection Authority-East, individually ("SLFPA-E"), and as the board governing the Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District ("the Levee Districts"; with SLFPA-E, "the Authority")—respectfully request oral argument of this appeal. Oral argument will assist this Court in addressing, first, the district court's subject-matter jurisdiction determination on the Authority's motion to remand, that the state law claims raised by the Authority "necessarily raise a federal issue, actually disputed and substantial, which a federal forum may entertain without disturbing the congressionally approved balance of federal and state judicial responsibilities,"[1] under *Grable & Sons Metal Products, Inc. v. Darue Engineering & Mfg.*, 545 U.S. 308, 314 (2005); and second, that the Authority has failed to state Louisiana state law claims for negligence, strict liability, natural servitude of drain, and nuisance, arising from the defendants' actions in the wetlands "Buffer Zone" hydrologically

[1] Order and Reasons, *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tenn. Gas Pipeline Co., LLC*, No. 13-5410 (E.D. La. June 27, 2014), at ROA.2368.

adjacent to the levee system controlled and operated by the Authority.[2] The importance of the jurisdictional issue surrounding *Grable*, particularly as it touches on the balance of federal and state powers, and the intricacies of the duty and proximity analyses that permeate the district court's treatment of the state law claims, will be served by oral argument.

[2] Order, *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tenn. Gas Pipeline Co., LLC*, No. 13-5410 (E.D. La. Feb. 13, 2015), at ROA.4644-4668. The Authority also asserted a cause of action for breach of a stipulation *pour autrui* under Louisiana contract law, based on permits under which the defendants operated. The district court determined such claims fall under federal common law because "[a]t least some of the dredging permits" were issued by federal agencies, and held that the Authority failed to state a claim under federal common law. ROA.4668-4671; *see also* ROA.2359. The Authority does not appeal the dismissal of that cause of action.

Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LCS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____ _____
DEPUTY CLERK

s/ LANA H. COLUDROVICH

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "**CZM Act of 1978**"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "**CZM Laws**").

FILED
AUG 16 2019
DEPUTY CLERK

EXHIBIT H-1

2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South America Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste.. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to **Phillips Oil Company**, and **Phillips Petroleum Company**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company, McMoran Production Company**;

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to **Louisiana Gas Service Exploration Program**;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and **Louisiana Gas Service Exploration Program**; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to **Valero Producing Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (9226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

PLEASE SERVE THE PETITION FOR DAMAGES:

HILCORP ENERGY COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ANADARKO E&P ONSHORE, LLC
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OFFSHORE INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

GULF PRODUCTION COMPANY, INC.
Through its registered agent for service of process:
James R. Robin
2301 South America Street
Covington, LA 70433

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

BP AMERICA PRODUCTION COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

FREEPORT-MCMORAN OIL & GAS LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

JUNE ENERGY, INC.
Through its registered agent for service of process:
Lana J. Hingle
8320 Sycamore Place
Belle Chasse, LA 70037

VIRGIN OFFSHORE U.S.A., INC.
Through its registered agent for service of process:
Patrick Shelby
201 St. Charles Ave., Ste. 4000
New Orleans, LA 70170.

ROYAL "T" OIL CO., INC.
Through its registered agent for service of process:
Charles M. Reeves
548 W. William David Parkway #304
Metairie, LA 70005

CITIZENS COMMUNICATIONS COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LGS NATURAL GAS COMPANY
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

DEVON ENERGY PRODUCTION COMPANY, L.P.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P. O. Box 6028
San Ramon, CA 94583

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-999 **DIVISION "B"**

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
MAR 13 2018
DEPUTY CLERK

SCHEDULING ORDER - JURY TRIAL

By Order of the Court, the following dates are established:

I. **TRIAL DATES.** The trial of this matter has been scheduled as a **JURY** trial, first setting, beginning on **January 3, 2020 at 9:30 a.m., with jury selection to begin on January 6, 2020.** The court scheduled **eight (8) weeks** for the jury trial. The counsel for all parties should be present at 9:30 a.m. on the first morning of trial for discussion of any preliminary matters that may be necessary. Jury trials are generally held in our temporary facility at 450 F. Edward Hebert Boulevard, Belle Chasse, Louisiana, but please call 504-934-6733 prior to trial to confirm this location.

II. **ANSWERS & AMENDMENTS.** Plaintiff is to amend its Petition to cure vagueness on or before May 21, 2018. The deadline to file Answers or otherwise respond is July 20, 2018. The amendment of pleadings to add new parties without leave of court must occur (1) by a Plaintiff, no later than August 13, 2018, and (2) by a Defendant, no later than 60 days after service of Plaintiffs' final expert reports described in Section III(4) below. These dates can only be extended by consent of all parties or by order of the Court after hearing.

III. **DISCOVERY; TRIAL EVIDENCE.** All discovery motions to be heard by the Court must comply with La. District Court Rule 10.1. The disclosure of experts and information pertinent thereto shall be governed by the provisions of La. C.C.P. arts. 1425 and 1428 (depending on whether the expert is expected to testify or not), except that the parties have agreed to different deadlines set forth as follows:

(1) Plaintiffs shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 14, 2018. The witness and exhibit list

FILED
AUG 16 2019
DEPUTY CLERK

EXHIBIT H-2

may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(2) Defendants shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 28, 2018. The witness and exhibit list may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(3) Plaintiffs shall provide preliminary expert reports which contain detailed descriptions of the specific violations of SLCRMA believed to have been committed by Defendants, including instances where Plaintiffs claim a specific permit was violated and any instances where Plaintiffs claim Defendants failed to obtain a permit, on or before February 5, 2019. The descriptions of SLCRMA violations should include a description of the locations of any claimed violations.

(4) Plaintiffs shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before March 16, 2019 for all experts to be called in Plaintiffs' case-in-chief.

(5) Defendants shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before September 13, 2019.

(6) The parties and their counsel are familiar with SLCRMA and the other permitting processes that affect environmental testing work in the Louisiana Coastal Zone, and will each work diligently to obtain all necessary permits for the work they intend to undertake in order that such testing shall be completed in time to comply with these agreed-upon expert report deadlines. When a party applies for Coastal Use Permit, a copy of the permit application shall be served on all counsel of record at the time of submission of the application. If, despite diligent efforts of a party to timely secure a Coastal Use Permit, there is a delay in securing the permit such that it impedes the ability of a party to comply with the report deadlines set forth above, the party may seek appropriate relief

from the Court. After the applicable expert report deadlines described above, no supplementation or revision of said reports will be allowed without leave of Court.

(7) Plaintiffs and Defendants shall exchange final witness and exhibit lists on or before October 25, 2019. These final listings shall not limit any parties' obligation to identify witnesses through interrogatories or other discovery prior to this date. The parties shall be given an opportunity to depose any previously undisclosed witness identified on a final witness list at least twenty (20) days before trial. After final witness lists are exchanged, no unidentified witness may be added except by consent of all parties or with leave of the Court. This requirement does not apply to witnesses necessary solely to establish the authenticity or other foundational grounds for admission of documentary evidence. Further, nothing in this Order shall act to limit the Court's discretion to allow witnesses or exhibits not listed on a final witness or exhibit list where (i) Louisiana law does not require pre-trial disclosure of such evidence, or (ii) the evidence is offered solely to rebut evidence introduced at trial that was not timely disclosed under the disclosure deadlines set forth herein.

(8) Fact discovery shall be completed on or before October 18, 2019.

(9) The Louisiana Department of Natural Resources (LDNR) will serve as the coordinator to ensure the efficient receipt of written responses and document productions from the State Agencies[1] in response to written discovery and/or subpoenas duces tecum issued in this matter. The LDNR has contacted representatives from the State Agencies, and has confirmed the following relative to this matter: (1) the State Agencies agree to waive formal service of a subpoena duces tecum; (2) the State Agencies will attempt to respond to any subpoena duces tecum received as quickly as possible, and within 60 days of the receipt of the subpoena duces tecum to the extent possible; and (3) if a State

[1] The State Agencies for purposes of this CMO are as follows:(1) Coastal Protection and Restoration Authority; (2) Louisiana Department of Agriculture; (3) Louisiana Department of Economic Development; (4) Louisiana Department of Environmental Quality, including all predecessor agencies; (5) Louisiana Department of Health and Hospitals; (6) Louisiana Department of Transportation and Development; (7) Office of the Governor; (8) Division of Administration; (9) Louisiana Oil Spill Coordinator's Office; (10) Louisiana Secretary of State and State Archives Office; (11) Louisiana Division of Administrative Law; (12) Louisiana Department of Revenue; (13) Louisiana Tax Commission; (14) Louisiana Geographic Information Center; (15) Louisiana Sea Grant; (16) Louisiana Universities Marine Consortium; and (17) Louisiana Department of Wildlife and Fisheries.

Agency has responsive documents available for inspection, they will attempt to make same available to Defendants within 45 days of the receipt of the subpoena duces tecum. In acting as a coordinator for the State Agencies as set forth in this paragraph, the LDNR does not waive any procedural rights each agency has available to it under the law to respond or otherwise take action that would be available to it if the agency was properly served pursuant to the Code of Civil Procedure. Each State Agency will remain ultimately responsible for their individual discovery responses. In the event that the parties, despite their best efforts, are unable to obtain timely discovery responses and/or responsive documents from the State Agencies necessary to finalize expert reports in Section III(4)-(5) above, the parties shall notify the Court of same at least sixty (60) days prior to the deadline for the submission of their respective final expert reports so that the Court may consider the potential modification of deadlines in this CMO.

(10) Defendants' expert discovery shall be completed on or before October 18, 2019. Defendants may conduct depositions of Plaintiffs' experts at any time after Plaintiffs' final expert reports are due, provided that no Plaintiffs' expert shall be deposed more than once without the consent of Plaintiffs.

(11) Plaintiffs' expert discovery shall be completed on or before October 18, 2019. Plaintiffs may conduct depositions of Defendants' experts at any time after Defendants' final expert reports are due, provided that no Defendants' expert shall be deposed more than once without the consent of Defendants.

(12) With respect to the expert discovery deadlines set forth in Sections III(10) and III(11) above, the parties may petition the Court for additional time if needed.

IV. ENVIRONMENTAL TESTING PROTOCOL. Should any party wish to sample and/or test the water, groundwater, soils, sediments, other environmental media, wells, and/or equipment at issue in this case, the following shall apply:

(1) Such party shall provide written notice, via email or otherwise, to the other parties of the scope and media to be sampled and the time, date, and location where such sampling event will take place no less than seven (7) calendar days prior to the proposed sampling event. Any party desiring to observe such sampling event must be allowed to

do so. Further, any party requesting split or duplicate samples must be allowed to obtain them, at their cost, to the extent that volume allows.

(2) Any and all testing data, boring logs, coordinate data, analytical results, etc. received by the sampling party and/or the party requesting split or duplicative samples shall be provided to all other parties within thirty (30) days of the receipt of testing data, boring logs, coordinate data, analytical results, etc. Electronic data or media such as that which is generated by terrain or other conductivity surveys, aquifer testing, NORM surveys, or similar electronically rendered processes, or other electronic means shall be shared at the time data is collected if possible, or otherwise promptly thereafter.

(3) Sampling events shall be conducted during daylight hours on any day of the ordinary work week. No sampling event shall be conducted on Saturday, Sunday, or any other legal holiday, except with consent of all parties or by order of the Court.

(4) The parties and their counsel shall not interfere with the orderly progress of a sampling event or otherwise impede the sampling event.

(5) The parties acknowledge that further orders of the Court may be necessary regarding access to any private property which may the subject of an intended sampling event.

V. **EXCEPTIONS; MOTIONS.** Any exceptions, motions, or rules to be heard in this case MUST comply with La. District Court Rules 9.8, 9.9 and 9.10. In order to comply with La. C.C.P. art. 966 B, a Motion for Summary Judgment and all documents in support of the motion shall be filed and served on all parties in accordance with Article 1313 not less than 65 days prior to trial. Any Opposition to the motion and all documents in support of the opposition shall be filed and served in accordance with Article 1313 not less than 15 days prior to the hearing. Any reply memorandum shall be filed and served in accordance with Article 1313 not less than 5 days prior to the hearing on the motion. No additional documents may be filed with the reply memorandum. If the deadline for filing a motion, an opposition, or a reply memorandum falls on a legal holiday, the motion, opposition, or reply is timely if it is filed and served no later than the next day that is not a legal holiday.

VI. **MOTIONS *IN LIMINE*.** Motions *in limine* directed to expert issues, including *Daubert* motions, shall be filed no later than 60 days prior to trial, in accordance with the rules and deadlines established under article 1425(F) of the Code of Civil Procedure. All other motions *in limine* or other motions dealing with trial testimony and/or evidence must be filed at least 30 days prior to trial. This deadline does not preclude timely, proper contemporaneous objections to evidence offered at the trial of this proceeding.

VII. **DEPOSITION EXCERPTS.** Proposed deposition excerpts to be used at trial in lieu of live testimony shall be submitted at least 30 days before trial. Objections to those excerpts shall be filed at least 15 days before trial.

VIII. **PRE-TRIAL CONFERENCE.** A pre-trial conference will be held at **9:30 a.m.** on December 20, 2019 at the Plaquemines Parish Government Annex, 301 Main Street, Belle Chasse, Louisiana. If directions are needed, call 504-934-6730. Trial counsel are expected to attend. **Failure to attend or unprepared attendance is an imposition on the Court and opposing counsel. Such attorney may be held in contempt of court and sanctioned accordingly. At the status conference, the court assigned the case for trial for a period of eight weeks. In your pretrial brief, you must give an estimate of the time it will take for you to try your case and an estimate of the time it will take for each of your witnesses to testify. You will be bound by these time estimates. Reasonable extensions of time limits will be granted for good cause shown. If the time for trial will take longer than you have estimated, you must inform the Court and trial will be rescheduled. Trial will begin at 9:30 a.m. and end at 4:30p.m.; and there will be a one -hour break for lunch.**

IX. **PRE-TRIAL BRIEFS. Each party SHALL file a pretrial brief with the Clerk of Court and send via email to groberts@25thjdc.com and mclement@25thjdc.com on or before the seventh (7th) day before the pre-trial conference and MUST include the following:**

DO NOT FAX WITHOUT THE COURT'S PERMISSION.

a) A concise summary of the factual contentions made by all parties;

b) The contested issues of fact and law;

c) A list of your witnesses, including a description of the testimony each will provide;

d) A list of may-call witnesses, including rebuttal witnesses;

e) A list of all exhibits and documentary evidence you plan to offer at trial, except impeachment documents;

f) A list of the evidence and exhibits to which the parties may stipulate;

i) If any depositions or deposition excerpts are to be used at trial in lieu of live testimony, counsel shall designate the pages and lines to be offered and exchange this information with all other parties at least thirty days before trial; objections to proposed designations shall be served and filed at least fifteen days before trial;

j) Proposed special jury charges and a proposed verdict form (a copy of the Court's general opening and closing instructions are available upon request).

Failure to file your pretrial brief timely may result in the trial being continued with such attorney may be held in contempt of court and sanctioned accordingly.

X. **WITNESSES, EXHIBITS.** **Except for good cause shown, only listed witnesses will be allowed to testify and only listed exhibits will be considered for admission into evidence at trial.**

XI. **STIPULATIONS.** Any stipulation as to fact, liability and/or any element(s) of damages must be in writing and signed by all counsel joining in the stipulation.

XII. **OBJECTIONS TO CMO.** Should any party object to the dates and/or deadlines in the Scheduling Order an objection shall be filed within (15) fifteen days of service.

Belle Chasse, Louisiana, this 13th day of March, 2018.

MICHAEL D. CLEMENT, JUDGE

Please serve all counsel of record by certified mail

NOTICE OF TRIAL

PLAQUEMINES PARISH

Versus

HILCORP ENERGY CO ET AL, ET AL

Case: 00060999
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: SCHEDULING ORDER - JURY TRIAL

TO: *CHARLES S MCCOWAN III*
KEAN MILLER LAW FIRM
II CITY PLAZA 400CONVENTION ST SUITE 700
PO BOX 3513
BATON ROUGE, LA 70821

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TRIAL for JANUARY 3, 2020 at 9:30 A.M. with jury selection to begin on January 6, 2020, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 13TH day of MARCH, 2018.

Kim Turlich-Vaughan
Clerk of Court

Judy Hadnett
Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, March 15, 2018

Judy Hadnett
Deputy Clerk of Court

[ORIGINAL]

Alison Lambousy
Legal Assistant to George C. Freeman, III, Jamie L. Berger and David N. Luder
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.
909 Poydras Street, Suite 2350 | New Orleans, LA 70112
Direct: 504-589-9713 | Main: 504-589-9700 | Fax: 504-589-9701
ALambousy@BarrassoUsdin.com | www.BarrassoUsdin.com

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FILED FOR RECORD 01/17/2017 10:05:11
Carol Lea K. Hotard, DY CLERK
JEFFERSON PARISH, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION: M**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED: _____ _____
DEPUTY CLERK

ORDER

The *Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891* filed by defendants, Chevron U.S.A. Holdings Inc., Stone Energy Corporation, Hilcorp Energy Company, Chevron U.S.A. Inc., The Louisiana Land and Exploration Company L.L.C., Atlantic Richfield Company, ExxonMobil Corporation, Shell Oil Company, BP America Production Company, BEPCO L.P. and BOPCO, L.P. came before the Court for hearing on December 7, 2016:

Appearing for

Plaintiffs, J. Rock Palermo III and Emma Elizabeth Antin Daschbach;

Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc., Alexandra White and Michael Phillips;

Stone Energy Corporation, Elizabeth Wheeler;

Hilcorp Energy Company, Kelsey Meeks;

The Louisiana Land & Exploration Company, Leigh Ann Schell

Atlantic Richfield Company and BP America Production Company, George Arceneaux

Shell Oil Company, R. Keith Jarrett

ExxonMobil Corporation, Robert McNeal and Martin Stern

BEPCO L.P. and BOPCO L.P., Kelly Ransom

Upon consideration of the exceptions, memoranda in support and opposition, evidence presented and arguments of counsel, the Court, for reasons orally assigned, ruled as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by all defendants are GRANTED, and Plaintiffs are ordered to amend their petition within ninety (90) days of the date of this Order to more particularly plead the material facts

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EXHIBIT B-3

which are the basis for their claims against each individual defendant, including as required by Louisiana Code of Civil Procedure article 860. Failure to amend accordingly may result in dismissal of this action, without prejudice.

No other exceptions were considered at the December 7, 2016 hearing.

Signed in Chambers, in Gretna, Louisiana, this 19th day of January, 2017.

S/ HENRY G SULLIVAN, JR

Honorable Henry G. Sullivan, Jr.
Judge, 24th Judicial District Court

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE
Yolanda Guarrella
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION "M"**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED: _____ _____

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SECOND SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this Second Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

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4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own an undivided 63.66% interest in all of the following property located in Jefferson Parish within the Lafitte Oil and Gas Field and containing approximately 2,345 acres:

A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:

- Those portions of Sec. 11, lying south of Sec.37;
- Lots 1, 2, and 3 of Sec. 12;
- Lots 2, 3, 4 and 5 and the West half of Sec. 13;
- All of Sec. 14, south of Sec. 37;
- All of Sec. 23;
- All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

> "To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor,

should go due West 2 miles from this iron pipe and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, corner of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast corner of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Ernest Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

13.

The Plaintiffs appear in this matter as:

1. Lessors, assigns, successors-in-interest, and/or third party beneficiaries to certain oil, gas and mineral leases between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendants (and Defendants' predecessors-in-interest); and
2. Landowners, assignees, and successors-in-interest of real property damaged by the oil and gas activities conducted or controlled by the Defendants (and Defendants' predecessors-in-interest) pursuant to mineral leases and amendments.

14.

The following parties are made Defendants:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco Exploration and Production Inc.**, ***Texaco Inc.***, *and* **The Texas Company**; and

b. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as *successor in interest to* **ARCO Oil and Gas Company – Division of Atlantic Richfield, Argo Oil Corporation, Sinclair Oil Corporation,** and **Sinclair Oil & Gas Company**.

15.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained, in Jefferson Parish.

16.

Defendants conducted, directed and participated in various oil and gas exploration and production activities as operators and/or working interest owners and/or joint venturers on and near Plaintiffs' property in the Lafitte Oil and Gas Field. Defendants' activities included the dredging and/or alteration of canals and oversight, operation, or construction of various oil and gas facilities, including but not limited to pits, pumps, platforms, pipelines, flowlines, tanks, tank batteries, wells, wellheads, and measuring and disposal facilities. Defendants' dredging and alteration of canals and disposal of produced water into canals and leaking pits have drastically altered the hydrology of the area on and surrounding Plaintiffs' property thereby causing saltwater

intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' property.

17.

A study performed by CH2M Hill in October 2006 for the Louisiana Department of Natural Resources, showed that between 1932 and 1990, more than 40% of the land converted to open water in the hydrologic sub-basin in which Plaintiffs' property is situated, and oil and gas exploration and production operations were determined to be the cause of more than 95% of that loss. Plaintiffs' property has suffered land loss as a direct result of the acts and omissions of Chevron and Atlantic Richfield.

18.

Chevron operated on and adjacent to Plaintiffs' property beginning in the 1930s and continued through the 1990s. Chevron's operations included dredging and altering canals and operating 46 wells on and adjacent to Plaintiffs' property. Chevron's predecessors Texaco Inc. and Texaco Exploration and Production Inc. ("TEPI") each operated the following 31 wells, by serial number:

22629	50487	113131	139220	190658
24015	54269	113751	141061	209714
24288	63454	115167	142264	216402
31801	69396	132568	150027	
39524	79467	136171	153152	
45381	82444	136477	154133	
48919	100285	137970	173734	

19.

TEPI also operated the following seven wells, by serial number:

217600	217683	217810	218945
217666	217744	218456	

20.

On September 2, 1991, Texaco Inc. entered into multiple leases ("1991 Texaco Leases") with Plaintiffs covering 975 acres of Plaintiffs' property. The 1991 Texaco Leases are recorded under entries 9149358, 9149368, and 9149369 of the Conveyance Records of Jefferson Parish. Texaco Inc. had previously entered into a lease with Plaintiffs that covered this same acreage and

had operated wells and conducted oil and gas operations on this acreage from 1947 through 1986. Prior to 1986, Texaco operated the following eight wells, by serial number, on the same lease acreage set forth in the 1991 Texaco Leases:

47549	129668	37407	82807
120171	27441	38905	55565

In 1994, Texaco Inc. assigned the 1991 Texaco Leases to TEPI.

21.

Atlantic Richfield operated on Plaintiffs' property beginning in 1960 pursuant to three leases ("Atlantic Richfield Leases") that were later assigned to Sinclair Oil and Gas Company in 1967:

1. May 28, 1960 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 181264 of the Conveyance Records of Jefferson Parish.

2. January 22, 1962 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 223624 of the Conveyance Records of Jefferson Parish.

3. March 20, 1962 from John A. Rojas to W. W. Bolding, recorded in Mineral Book 22, Folio 433, of the Conveyance Records of Jefferson Parish.

Atlantic Richfield's operations under the Atlantic Richfield Leases included dredging and altering canals and operating four oil wells beginning in 1960 until July 1988. Atlantic Richfield operated wells, by serial number:

81404	88020	89789	92180

22.

To operate its wells and production facilities, Chevron dredged and used a network of canals on and near Plaintiffs' property, which canals Chevron used to access, construct, and maintain pipelines and related production and exploration facilities.

23.

Atlantic Richfield, in turn, dredged and used a series of canals on Plaintiffs' property, which canals Atlantic Richfield used to access, construct, and maintain pipelines and related production and exploration facilities.

24.

These canals intersect pre-existing natural channels and water bodies, chopping the once thriving and cohesive coastal ecosystem of Plaintiffs' property and neighboring properties into countless smaller, decaying patches.

25.

These canals altered hydrology associated with oil and gas activities and, as such, have been ranked among the primary causes of coastal land loss by the United States Geological Survey. Numerous studies conducted and funded by trade organizations of which both Chevron and Atlantic Richfield are members have concluded that unmaintained canals will result precisely in the loss of land.

26.

These canals and other oil and gas exploration and production activities by both Chevron and Atlantic Richfield cause this land loss when they introduced *seawater and other contaminants not native* to the coastal land ecosystem into the soil strata of the coastal lands.

27.

In particular, these canals, the introduction of contamination toxic to freshwater marsh, and the associated altered hydrology have been identified as directly contributing to land loss by causing:

- Vegetation die-off;
- Sedimentation inhibition;
- Erosion; and
- Submergence.

28.

Chevron and Atlantic Richfield have both failed to comply with the regulatory and statutory requirements regarding the canals they dredged or own and maintain, which failures continue to transform what was once a stable ecosystem on and near Plaintiffs' property into an

extensive—and expanding—network of large and deep canals that continues to widen and contribute to land loss on Plaintiffs' property.

29.

These non-compliant canals have enabled unnatural and excessive amounts of saltwater intrusion and comprise a highly effective system of coastal landscape degradation, the product of which is an ecosystem so seriously diseased that its complete demise is inevitable if no action is taken.

30.

Both Chevron and Atlantic Richfield also exacerbated direct land loss by failing to maintain the canals and the banks of the canals that they each dredged, have used, or otherwise have overseen. Those acts and omissions, which continue through today, have caused both the erosion of the canal banks and the expansion beyond their originally permitted widths and depths of the canals comprising that network, resulting in the steady infiltration of saltwater into these areas. The consequent ecological degradation of these areas has produced weakened coastal lands and extensive land loss on and near Plaintiffs' property.

31.

Additional oil and gas activities by Chevron and Atlantic Richfield contributing to land loss on and near Plaintiffs' property, include decades of discharge of highly toxic produced water and oil field waste into the canals, freshwater marshes, and bayous on and around Plaintiffs' property, thereby damaging the marsh. In 1986, more than 13 million barrels of produced water was discharged into surface waters at the Lafitte Oil and Gas Field, and Chevron was by far the predominant operator.

32.

These additional oil and gas activities drastically alter the natural hydrological patterns and processes, directly causing the destruction of the coastal landscape.

33.

Further, Chevron's and Atlantic Richfield's oil and gas exploration and production activities have resulted in the contamination of environmental media with oilfield wastes,

including salts, petroleum hydrocarbons, heavy metals, and radioactive material, which further destroys marsh and prevents regrowth.

34.

Chevron and Atlantic Richfield have dredged, used, and bear responsibility for the canals described herein and have engaged in uses of the coastal zone in a manner that does not comply with the standard of care as delineated by their coastal use permits, Louisiana's coastal zone regulations, other sources of Louisiana legal obligations, and other markers of that standard, resulting in damages to Plaintiffs.

35.

Plaintiffs did not have actual or constructive knowledge of the damages caused by Defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

36.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

37.

Both Chevron and Atlantic Richfield knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Chevron and Atlantic Richfield had a duty to protect the Plaintiffs and Plaintiffs' property from these effects. Defendants knew or should have known that altering the hydrology of the area would cause damage to Plaintiffs' property. Defendants had a duty to act with reasonable care to prevent causing damage to Plaintiffs' property. There is an ease of association between Defendants' oil and gas operations conducted on or adjacent to Plaintiffs' property and the physical damage to Plaintiffs' property. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

38.

The acts and omissions of Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around Plaintiffs' property, in violation of the standard of care of reasonably prudent operations.

39.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, Chevron and Atlantic Richfield are bound to redress the damages to Plaintiffs' property as caused by their respective acts and/or omissions. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

40.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 2: STRICT LIABILITY

41.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

42.

Chevron and Atlantic Richfield are strictly liable for their operations that occurred prior to April 16, 1996. Chevron and Atlantic Richfield have had ownership, care, custody, and garde of the canals, and other oil and gas facilities on and around Plaintiffs' property and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

43.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior lands belonging to Plaintiffs with increasing volume and velocity, and have caused, and will

continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around Plaintiffs' property.

44.

Chevron and Atlantic Richfield had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Chevron and Atlantic Richfield had, and have, a legal relationship to the property, comprising rights and duties.

45.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' property.

46.

Louisiana Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he cannot make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Chevron and Atlantic Richfield are liable to Plaintiffs because their acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' property, and such work has caused damage to Plaintiffs' property.

47.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Chevron and Atlantic Richfield are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived Plaintiffs of enjoyment of their land and caused damages described herein: land loss,

increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

48.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Chevron and Atlantic Richfield are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' property as caused by their network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, shoreline protection, and bank stabilization.

49.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 3: NUISANCE

50.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

51.

The acts and/or omissions Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around Plaintiffs' property, all in violation of the standard of care expected of reasonably prudent oil and gas operators in Louisiana's marsh environments.

52.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

53.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care or to repair Plaintiffs' property.

54.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' property. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

55.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 4: BREACH OF LEASE

56.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

57.

The acts and omissions set forth above constitute a breach of the 1991 Texaco Leases and the Atlantic Richfield Leases by Chevron and Atlantic Richfield respectively.

58.

The acts and omissions of Chevron and Atlantic Richfield constitute a breach of the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators.

59.

Chevron and Atlantic Richfield have breached the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators, specifically the standards of Civil Code articles 2683, 2686, 2687, 2688, and 2692 and Mineral Code article 134:

1. Louisiana Civil Code article 2683 requires the lessee . . . "[t]o use the thing as a prudent administrator and in accordance with the purpose for which it was leased . . . ."

2. Louisiana Civil Code article 2686 provides "[i]f the lessee uses the thing for a purpose other than that for which it was leased or in a manner that may cause damage to the thing, the lessor may obtain injunctive relief, dissolution of the lease, and any damages he may have sustained."

3. Louisiana Civil Code article 2687 states that "[t]he lessee is liable for damage to the thing caused by his fault or that of a person who, with his consent, is on the premises or uses the thing."

4. Louisiana Civil Code article 2688 provides that "The lessee is bound to notify the lessor without delay when the thing has been damaged or requires repair, or when his possession has been disturbed by a third person. The lessor is entitled to damages sustained as a result of the lessee's failure to perform this obligation."

5. Louisiana Civil Code article 2692 provides "[t]he lessee is bound to repair damage to the thing caused by his fault . . . and to repair any deterioration resulting from his . . . use to the extent it exceeds the normal or agreed use of the thing."

6. Louisiana Mineral Code, Revised Statute 31:134, provides that "[if] a mineral lease is violated, any aggrieved party is entitled to any appropriate relief provided by law."

60.

Defendants' acts and omissions constitute a failure to act as prudent administrators of the property. Chevron and Atlantic Richfield have failed to repair the damage to Plaintiffs' property caused by their fault. Defendants' use of the Plaintiffs' property to dispose of oilfield waste is a use of the property for a purpose other than that for which it was leased. Chevron and Atlantic Richfield used Plaintiffs' property in a manner that caused a large percentage of Plaintiffs' property to disappear. Through their acts and omissions, Chevron and Atlantic Richfield have caused damage to the property in excess of the normal and agreed use of the property, and are therefore liable to Plaintiffs for the repair of the damage and deterioration of the property. Defendants' acts and omissions damaged the property in violation of the express and implied lease obligations, subjecting Defendants to provide appropriate relief provided by law. Chevron and Atlantic Richfield failed to notify Plaintiffs that Defendants damaged Plaintiffs' property. Plaintiffs have not released Defendants from either the express or implied obligations under the lease.

61.

The acts and omissions constitute negligent and excessive use the Plaintiffs' property during canal dredging and alteration, along with extraction and production operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, Louisiana Revised Statute 31:122.

62.

Defendants' acts and omissions amount to exercise of their rights to Plaintiffs' property excessively and unreasonably and without reasonable regard to the rights of the Plaintiffs in violation of the doctrine of correlative rights of Louisiana Revised Statute 31:11. Defendants are thus strictly liable for all damages flowing therefrom.

63.

To the extent Chevron or Atlantic Richfield are assignees or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities of the prior lessees under each mineral lease.

64.

To the extent Chevron or Atlantic Richfield are assignors, sublessors, assignees, and/or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities under the mineral lease pursuant to *Louisiana Revised Statute 31:128 and 31:129.*

65.

Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

66.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

67.

Chevron and Atlantic Richfield are jointly and solidarily liable for the damage to Plaintiffs' property.

68.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

69.

Plaintiffs request a trial by jury on all matters triable by a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Chevron and Atlantic Richfield finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances including the cost to restore Plaintiffs' property to its original condition;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
John T. Arnold (#31601)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
E. Blair Schilling (#35308)
Fishman, Haygood, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have served the above and foregoing Second Supplemental and Amending Petition for Damages on all parties, through their counsel of record, by e-mail, fax, hand delivery, and/or by placing a copy of the same in the United States Mail, postage prepaid and properly addressed, on this the 19th day of April, 2017.

Kevin E. Huddell

Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-996 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, CHEVRON U.S.A. HOLDINGS INC., CHEVRON U.S.A. INC., THE TEXAS COMPANY, APACHE OIL CORPORATION, ATLANTIC RICHFIELD COMPANY, AND LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.

FILED: NOV 8 - 2013 /s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "**CZM Act of 1978**"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "**CZM Laws**").

FILED
AUG 16 2019
DEPUTY CLERK

EXHIBIT C-1

2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

ROZEL OPERATING COMPANY is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lafayette, Louisiana. Rozel Operating Company's registered agent, Raymond A. Beyt, is located at 700 East University Ave., Lafayette, LA 70503;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named as successor in interest to **Conoco, Inc.**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company;**

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E & P Inc.** and **Texaco Inc.**;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company;**

THE TEXAS COMPANY is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802;

APACHE OIL CORPORATION is a foreign corporation whose registered agent, C T Corporation System, is located at 350 N. St. Paul St., Ste. 2900, Dallas, TX 75201. Apache Oil Corporation is named as successor in interest to **Apache Corporation;**

ATLANTIC RICHFIELD COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Atlantic Richfield Company is named as successor in interest to **Arco Oil and Gas Company – Division of Atlantic Richfield Company**; and

LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C. is a domestic company, organized under the laws of Louisiana, whose member, Gerald Boelte, is domiciled in Louisiana. LLOG Exploration & Production Company, L.L.C.'s registered agent, Kemberlia K. Ducote, is located at 1001 Ochsner Blvd., Suite 200, Covington, LA 70433. LLOG Exploration & Production Company, L.L.C. is named as successor in interest to **LLOG Exploration Company.**

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bayou Gentilly, Delacroix Island, and Lake Petit Oil & Gas Fields in Plaquemines Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:

(a) Privately funded projects which are not uses of state concern.

* * *

(c) Maintenance of uses of local concern.

* * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in

accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq*.

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq*. The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the

impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.

- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never

obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently

dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the

Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including I.a. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

* * *

(8) detrimental changes in existing salinity regimes;

(9) detrimental changes in littoral and sediment transport processes;

* * *

(13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-

lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising

under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards,

9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by

any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-3568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH, PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

PLEASE SERVE THE PETITION FOR DAMAGES:

ROZEL OPERATING COMPANY
Through its registered agent for service of process:
Raymond A. Beyt
700 East University Ave.
Lafayette, LA 70503

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

THE TEXAS COMPANY
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ATLANTIC RICHFIELD COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.
Through its registered agent for service of process:
Kemberlia K. Ducote
1001 Ochsner Blvd., Suite 200
Covington, LA 70433

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o Chevron Texaco
P. O. Box 6028
San Ramon, CA 94583

APACHE OIL CORPORATION
Through its registered agent for service of process:
C T Corporation System
350 N. St. Paul St., Ste. 2900
Dallas, TX 75201

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 **DIV. "B"**

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

FILED
MAR 2 0 2017

FILED: _____ _____
DEPUTY CLERK

REASONS FOR JUDGMENT

On November 8, 2013, the Parish of Plaquemines (Parish) filed twenty-one separate lawsuits against various oil companies who have in turn filed exceptions of vagueness, among other exceptions; and, the parties agreed to proceed on the exceptions in Case No. 60-986 and Case No. 60-996.[1] The State of Louisiana and the Louisiana Department of Natural Resources (LDNR) have intervened in these suits. The petitions in these suits differ as to the operational areas involved and the particular defendants alleged to be responsible. For the following reasons, the exceptions of vagueness are sustained, and the Parish is ordered to amend its petition to set forth specific, individualized allegations as to each defendant.

The petitions are divided into sections, with the first section identifying the parties and the second section titled "AREAL EXTENT OF COMPLAINED-OF OPERATIONS" which sets forth the operational area involved. The third section, comprised of Paragraphs 4-18, sets forth the jurisdiction and venue and the statutory and regulatory framework on which this litigation is based.

The fourth section contains factual allegations, which are set forth in

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[1]These cases have not been consolidated. Case No. 60-986 involves the Black Bay operational area, and Case No. 60-996 involves the Bayou Gentilly operational area.

EXHIBIT C-2

Paragraphs 19-35, and the petitions refer to the defendants as a group without any differentiation. The Parish also attached various documents to the petitions, which include maps of the operational area and lists of coastal use permits and the oil and gas wells operated by the defendants and their predecessors in interest.

The Parish bases its claims against the various defendants on La. R.S. 49:214.21 *et seq.*, known as the State and Local Coastal Resources Management Act of 1978 (SLCRMA). It alleges that the defendants' oil and gas operations violated SLCRMA and resulted in damage and land loss in the operational areas identified in the various petitions. The Parish prays that it be awarded damages and other appropriate relief for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone; ordering the payment of costs necessary to clear, re-vegetate, detoxify and otherwise restore the coastal zone as near as practicable to its original condition; and require actual restoration of the coastal zone.

The purpose of a dilatory exception of vagueness is to allow a defendant to be placed on notice of the cause of action being asserted and to prevent its re-litigation after judgment. Joseph v. Wasserman, 2016-0528 (La. App. 4 Cir. 12/7/16), 206 So.3d 970, 973; Smart v. Gold, Weems, Bruser, Sues and Rundell, 2006-1414 (La. App. 3 Cir. 4/4/07), 955 So.2d 263, 267. The exception does not permit the defendant to demand exactitude and detail beyond what is necessary for these purposes; and the exception will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to prepare a defense. Id.

The Parish pointed out that its petition was lacking in particulars as to each defendant individually because it lacked information with regard to acts of the

defendants for which they did not obtain permits and that such information would be in the hands of the various defendants. It would be unfair and inequitable to require the Parish to set forth more specific facts when pertinent information is in the possession of the defendants.

The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant. However, the Parish shall be given time to conduct discovery in order to obtain information from the defendants in order that it may make more specific allegations as to each defendant.

The exceptions of prematurity, no right of action and lack of procedural capacity remain under advisement.

Belle Chasse, Louisiana, this 20th day of March, 2017.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 **DIV. "B"**

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

FILED
MAR 20 2017
DEPUTY CLERK

FILED: _____

JUDGMENT

This matter came before the Court on March 1, 2017 and was taken under advisement on the following matter: Exceptions of Vagueness filed by the defendants.

PRESENT WERE: **VICTOR MARCELLO AND BRANDON TAYLOR, ATTORNEYS FOR THE PARISH OF PLAQUEMINES**

MEGAN TERRELL AND DONALD PRICE, ATTORNEYS FOR THE STATE OF LOUISIANA AND THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES

MICHAEL PHILLIPS AND MARK PIVACH, ATTORNEYS FOR CHEVRON U.S.A., INC., CHEVRON U.S.A. HOLDINGS, INC., AND THE TEXAS COMPANY

GEORGE ARCENEAUX, ATTORNEY FOR ATLANTIC RICHFIELD CORPORATION

MELISSA THERIOT, ATTORNEY FOR ROZEL OPERATING COMPANY

DOUGLAS LONGMAN, ATTORNEY FOR APACHE OIL CORPORATION AND LLOG EXPLORATION AND PRODUCTION COMPANY, L.L.C.

FAX
FILED
AUG 16 2019
DEPUTY CLERK

EXHIBIT C-3

Upon consideration of the evidence, pleadings, law and argument of counsel,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness are **SUSTAINED** and the remaining exceptions continue to be under advisement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parish of Plaquemines amend its petition within 90 days from the signing of this order to more specifically set forth the factual basis for their claims as to each defendant individually.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parish of Plaquemines is to propound discovery to all defendants regarding their operations within 30 days of the signing of this order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants respond to the discovery requests within 45 days of receipt of the written discovery requests.

JUDGMENT RENDERED AND SIGNED this 20th day of March, 2017 in Belle Chasse, Louisiana.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-483 **DIV. "B"**

CATHERINE P. ALFORD ET AL

VERSUS

CHEVRON U.S.A., INC. ET AL

FILED
JAN 30 2015
DY. CLERK

FILED: _____ _____
DEPUTY CLERK

REASONS FOR JUDGMENT

Plaintiffs filed suit for damages to property consisting of various tracts located in what is referred to as the "Burrwood Field" where defendants are alleged to have conducted various oil and gas exploration and production activities starting in the 1950's. Plaintiffs attached numerous documents to their original and supplemental and amending petitions which include oil and gas leases, assignments, and operator histories. Defendants filed dilatory exceptions of vagueness/ambiguity, prematurity, and improper cumulation and peremptory exceptions of no cause of action as to various claims.

The defendants are alleged to be operators, working interest owners, and/or mineral or surface lessees or lease assignees who either caused contamination or are otherwise legally responsible for the contamination of plaintiffs' land. Plaintiffs allege that there was improper disposal of oil field wastes, including NORM, excessive amounts of salt, volatile hydrocarbons, polynuclear aromatic hydrocarbons (PAH), and toxic heavy metals. Plaintiffs further allege they did not have actual or constructive knowledge of the pollution until less than one year

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DEPUTY CLERK

EXHIBIT D

prior to filing suit because of the fraud and intentional misrepresentation committed by the defendants.

Defendants argue that the petition is vague because plaintiffs have failed to allege many material facts of the transaction or occurrence they allege resulted in damages. Defendants further argue that the following should have been pleaded:

a. Each plaintiff's particular interest in the property

b. When and how plaintiffs acquired their interest

c. Exceptors' interest in the property

d. Any contract between exceptors and plaintiffs

e. Any particular contractual provision breached by exceptors

f. The dates and times on which those activities purportedly occurred

g. The location of the allegedly impacted portions of the property

h. When plaintiffs discovered the alleged pollution

Defendants also contend that the exhibits attached to the petition do not satisfy the requirement that the plaintiffs provide a short, clear and concise statement of the material facts of the transaction or occurrence giving rise to the litigation.

Plaintiffs argue that the petition and attached documents provide more than sufficient information to satisfy the fact pleading requirements of La. C.C.P. art. 891. Plaintiffs are not required to account for the actions of every defendant at every moment while on the property or to account for the date and specific circumstances of every spill or release on the property and that not every act or omission of the defendants can possibly be known at this time nor is that level of detail required in the petition. Plaintiffs further argue that the property at issue is identified by legal description and the claims and legal theories relied upon are set

forth and that the cause of the pollution is identified as are the chemical constituents of the water, drilling muds and NORM. The leases, assignments and other conveyances are identified and the petition includes information regarding the wells operated and to which is attached the well operator history.

La. C.C.P. art. 891 states that a petition "shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that the subject matter of the litigation ...." Louisiana has a system of fact pleading; therefore, it is not necessary for the plaintiff to plead the theory of the case in the petition. Ramey v. DeCaire, 2003-1299 (La. 3/19/04), 869 So.2d 114. A cause of action is defined as the operative facts that give rise to the plaintiff's right to assert judicially the action against the defendant. Id.

The original petition, the two supplemental and amending petitions, and the nearly 500 pages of documents attached thereto are not a short, clear and concise statement of the causes of action being asserted by the plaintiffs herein. La. C.C.P. art. 853 permits the attachment of documents to a petition; but in this case, the sheer volume of the documents attached to the petition make it nearly impossible to discern for the individual defendants to discern the factual basis for the causes of action being asserted against them.

The petition asserts causes of action against the defendants collectively without differentiating the factual basis the allegations against each defendant individually. As a result, the Court is granting the exceptions of vagueness filed by the defendants and is ordering plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. Due to the vagueness of the petition, the Court is deferring ruling on the other exceptions filed by the

defendants until the petition is amended.

Belle Chasse, Louisiana, this 30th day of January, 2015.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Dy. Clerk of Court
Parish of Plaquemines, La.

NOTICE OF JUDGMENT

CATHERINE P ALFORD ET AL

Versus

CHEVRON USA INC ET AL, ET AL

Case: 00060483
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MICHAEL R PHILLIPS
KEAN MILLER LLP
909 POYDRAS ST
SUITE 3600
NEW ORLEANS, LA 70112

DONALD T. CARMOUCHE
TALBOT CARMOUCHE & MARCELLO
17405 PERKINS RD.
BATON ROUGE, LA 70810

RICK SARVER
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST., 24TH FLOOR
NEW ORLEANS, LA 70112

JANE A. JACKSON
KELLY HART & PITRE
400 POYDRAS ST., SUITE 1812
NEW ORLEANS, LA 70130

AMY E. A. LEE
JOHNSON GRAY MCNAMARA
P O BOX 51165
LAFAYETTE, LA 70505

BARRY W. ASHE
STONE PIGMAN WALTER WITTMANN LLC
546 CARONDELET ST.
NEW ORLEANS, LA 70130

Notice is hereby given that on January 30, 2015 in the above-entitled and numbered cause, REASONS FOR JUDGMENT was read, rendered and signed in above matter; a true and certified copy of said judgment is attached hereto.

IN TESTIMONY WHEREOF, witness my hand and official seal of office in Belle Chasse, Louisiana, on this Friday, January 30, 2015.

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

[FILED COPY]

27TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. LANDRY

STATE OF LOUISIANA

DOCKET NO. 12-C-5530 DIV. "C"

JACK ANTHONY DEVILLIER, ET AL

VERSUS

CHEVRON U.S.A., INC., ET AL

JUDGMENT SUSTAINING DEFENDANTS' EXCEPTIONS OF VAGUENESS, AND CONTINUING THE HEARING ON ALL OTHER PENDING EXCEPTIONS

The non-evidentiary Exceptions filed by the defendants came on for hearing on the 12th day of August, 2013. Present were:

Patrick Morrow, John Carmouche, Brian Carmouche, Todd Wimberley and Jim Ryan, representing the Plaintiffs;

Paul Lavelle, representing defendant, Great Southern Oil & Gas Co., Inc.;

Valerie Guidry, representing defendant, Leggett Petroleum, LLC;

David McCrory, representing defendant, BHP Billiton Petroleum (Americas) Inc.;

Rachal Chance, representing defendant, Marks Operating, LLC;

Kay Theunissen, representing defendant, Pay Oil, LLC;

Thomas M. McNamara and Ingrid M. Kemp, representing defendant, Anadarko E&P Onshore LLC, as successor in interest to Howell Petroleum Corporation;

James Guglielmo, representing defendant, Vernon E. Faulconer, Inc.;

Carl Duhon, representing defendant, J.P. Van Way Family Limited Partnership;

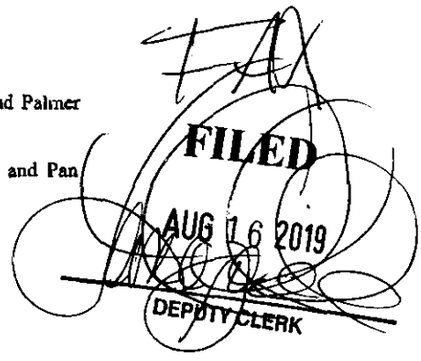
John A. Jeansonne, Jr., representing defendant, Meason Operating Company;

Daniel C. Hughes, representing defendant, The Pickens Company, Inc.;

Paul Bullington, representing defendants, Liberty Oil and Gas Corporation and Palmer Petroleum, Inc.;

Penny Malbrew, representing defendants, BP America Production Company and Pan American Petroleum Company; and

Pamela R. Mascari, representing defendant, Chevron U.S.A. Inc.



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St. Landry Parish Clerk Of Court

EXHIBIT E

Considering the offerings and arguments by counsel, the court being fully informed, and being of the opinion that the Exceptions of Vagueness should be sustained; it is hereby

ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness filed by the Defendants be, and the same hereby are, SUSTAINED; it is further

ORDERED, ADJUDGED AND DECREED that Plaintiffs are required to amend their Petition in the following respects: (1) to identify specifically which defendants did what damage to what specific property or properties; (2) to identify specifically the acts by each defendant which caused the complained-of harm; (3) to specify facts giving rise to the defendants' individual liability, including relevant time period(s) and location(s); (4) to identify any and all relevant contracts, including, without limitation, mineral leases, and to identify the parties to each such contract (*i.e.*, specific plaintiff(s) and/or specific defendant(s)); (5) to provide property descriptions for each tract at issue in the litigation; (6) to identify the ownership or other interest of each plaintiff in each relevant tract(s) at issue in the litigation and to describe the nature of and specific details regarding each plaintiff's ownership or other interest in such tract(s); and (7) to identify which leases or other contracts apply to which defendants. Plaintiffs have twenty-five days from August 12, 2013, to amend their petition; it is further

ORDERED, ADJUDGED AND DECREED that the hearing on all other Exceptions filed by any defendant (apart from the Exceptions of Vagueness) be continued, to be reset at some future date, upon further order by the Court; it is further

ORDERED, ADJUDGED AND DECREED that all costs associated with the hearing on defendants' Exceptions of Vagueness be, and are hereby, assessed against the Plaintiffs.

OPELOUSAS, LOUISIANA, this 23 day of September, 2013.

HONORABLE ALONZO HARRIS
27TH JUDICIAL DISTRICT JUDGE

OPELOUSAS, LOUISIANA 9-23 2013
This is to certify that the above is a true and correct copy of the original on file in the office of the Clerk of Court of St. Landry Parish.
Deputy Clerk of Court

St. Landry Parish Clerk of Court's Office
Filed Sept 23 2013
Dy. Clerk

Submitted by:

Victor L. Gregoire (#22400)
Pamela R. Mascari (#25162)
Claire E. Juneau (#33209)
KEAN MILLER LLP
400 Convention Street, Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

Michael R. Phillips (#21020)
KEAN MILLER LLP
909 Poydras Street, Suite 1400
New Orleans, Louisiana 70112
Telephone: (504) 585-3050
Attorneys for Chevron U.S.A. Inc., as alleged successor-in-interest to Texaco Inc.

RULE 9.5 CERTIFICATE

I certify that I circulated this proposed Judgment/order to counsel for all parties and/or to self-represented parties by e-mail on August 29, 2013 and that:

No opposition was received.

St. Landry Parish Clerk of Court's Office
Filed Sept 23 20 13
Dy. Clerk

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

SANDRA COUVILLON BORNE, SANDRA COUVILLON, JUDITH ROJAS KAGAY, JUDITH ROJAS, WAYNE J. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, MARY JO NOLAN, DOUGLAS G. NOLAN IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, DINA KATHLYN NOLAN, DAVID ROJAS NOLAN

CASE NO: 744-218

VERSUS

DIVISION "M"

CHEVRON USA HOLDINGS INC, STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON USA INC, LOUISIANA LAND AND EXPLORATION COMPANY, LLC, ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO LP, BOPCO LP

Proceedings taken in the above-entitled and numbered cause, before the Honorable Henry G. Sullivan, Jr., Division M, Judge presiding, Twenty-Fourth Judicial District Court, Parish of Jefferson, Gretna, Louisiana, on December 7, 2016.

Reported by:

DONNA McSTAY, CCR, CDR, OCC

FILED

AUG 16 2019

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EXHIBIT B-2

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A P P E A R A N C E S

Representing the Plaintiffs:

ROCK PALERMO, ESQ.
BESSIE DASCHBACH, ESQ.
JACOB BRAUD, ESQ.

Representing Chevron:

LEXIE WHITE, ESQ.
MIKE PHILLIPS, ESQ.

Representing Shell Oil Company:

KEITH JARRETT, ESQ.

Representing Exxon Mobil Corporation:

ROBERT McNEAL, ESQ.
MARTIN STERN, ESQ.

Representing Louisiana Land and Exploration Company, LLC:

LEIGH ANN SCHELL, ESQ.

Representing Atlantic Richfield Company and BP America Production Company:

GEORGE ARCENEAUX, ESQ.

Representing Stone Energy Corp:

ELIZABETH WHEELER, ESQ.

Representing BEPCO LP AND BOPCO LP:

KELLY RANSOM, ESQ.

Representing Hilcorp Energy Company:

KELSEY MEEKS, ESQ.

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THE COURT:

Number eight on the docket is 744-218, *Sandra Couvillon Borne, Et Al, versus Chevron USA Holdings, Incorporated, Et Al.*

Counsel, please give your names and representations for the record?

MR. PALERMO:

Rock Palermo and Bessie Daschbach for the Plaintiffs, Borne.

MS. WHITE:

Your Honor, Lexie White and Mike Phillips for the Defendant, Chevron.

THE COURT:

Good morning.

MR. JARRETT:

Good morning, Your Honor, Keith Jarrett for Shell.

MR. McNEAL:

Robert McNeal and Martin Stern for Exxon Mobil.

THE COURT:

Good morning.

MS. SCHELL:

Leigh Ann Schell for the Louisiana Land and Exploration Company, LLC.

THE COURT:

Good morning.

MR. ARCENEAUX:

George Arceneaux for Atlantic Richfield Company and BP America Production Company.

MS. WHEELER:

Beth Wheeler for Stone Energy Corp.

MS. RANSOM:

Kelly Ransom for BEPCO LP and BOPCO LP.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company.

MS. DASCHBACH:

Your Honor, we also have Jacob Braud, here, for the Plaintiffs, as well.

THE COURT:

Good morning, Mr. Braud.

Well, good, we almost cleared the attorney -- I mean, the courtroom of attorneys once we handled this case, but I'm surprised we still have a bunch of people out there, looking at the rest of the docket, but, in any event, you may proceed.

MS. WHITE:

Your Honor, Lexie White for the Chevron Defendants, and the Defendants have raised several exceptions today, and we're prepared to address them in whatever order Your Honor would prefer.

THE COURT:

How about vagueness, ambiguity, nonconformity of petition.

MS. WHITE:

That sounds good, Your Honor, and I'll address that on behalf of Chevron Defendants. Others may chime in as the

facts are unique with respect to each of the Defendants here today --

THE COURT:

Great.

MS. WHITE:

-- but I can begin.

I do have a Power Point presentation that I've hooked up here. I'm not sure if there's something I need to do to have it show on your screen, though.

THE COURT:

You're going to play it from the podium there?

MS. WHITE:

I have it showing on my screen. Here we go. Okay, thank you, Your Honor.

And we've raised -- Chevron has raised, along with all Defendants, the dilatory exception of vagueness and ambiguity, and if the Court grants this exception and either dismisses the case without prejudice or allows the Plaintiffs to replead, that would, of course, moot the remaining exceptions at this stage.

Before I begin the argument, I just want to make clear, Your Honor, you are the first judge to actually rule on this exception. Although there are several cases raised both by this Plaintiffs' counsel on behalf of other landowners and, relatedly, by the Parish of Jefferson raising similar claims with respect to the

land at issue in this case, Your Honor is the first to actually have the opportunity to rule on this exception in any of those cases, and the allegations in --

THE COURT:

Thanks for giving me that opportunity.

MS. WHITE:

If you choose to take it.

-- and the allegations in this Petition are undifferentiated. Your Honor, they are entirely the same for each of the 11 Defendants at issue. There's no reference, for instance, of what any specific Defendant is accused of having done wrong in the Petition. Instead what we have are 11 Defendants that are, as a group, accused of violating coastal use permits and damaging the Plaintiffs' land, and one consequence of that, Your Honor, is that we have counsel in this room today whose clients stand accused of breaching the terms and conditions of a coastal use permit, although they have no record of their clients ever having been issued a coastal use permit in any of the fields that are at issue in this lawsuit.

Another consequence of this pleading is that we have counsel standing in this room today, for instance, who have no record of their client ever having dredged a canal in Lafitte or Three Bayou Bay, but are,

nonetheless, accused in this Petition of dredging and causing subsidence and land loss in these particular fields.

And read in its most generous light, this Petition, which we have studied, and I'll go through in some detail, if Your Honor will indulge me, says only -- and can only be credibly read to say that the 11 Defendants named here had some form of oil and gas operations in one of two oil fields, spanning more than 200 square miles, at some point over the last more than three decades. And it appears -- what we have attached to the Petition, if you look at Exhibit C, for instance, is a laundry list of permits, and in a related exhibit we have a laundry list of wells, and it appears anyone who was issued any permit or drilled any well in one of these two fields, which covers a very large geographical area, at any point in time was named as a defendant in this lawsuit. And, thus far, the Defendants' (sic) response to our briefing on this issue, and the exception that we've raised, is to say, you know, you'll get more details in discovery.

Imagine if you were sued for breach of contract but the party claiming the benefit refused to identify the contract they were claiming the benefit of asking first instead to see all of the contracts

that you had entered into with anyone in their area, and at that point they would tell you which contract they were accusing you of having breached, and it really doesn't come close to satisfying Louisiana's fact pleading requirement which, of course, in Article 891 requires the Plaintiffs to identify the material facts of the transaction or occurrence at issue for each Defendant they've named. There is no enterprise or group liability in Louisiana. There's a long line of cases making that very clear, but I don't want Your Honor to think that we didn't try to understand the allegations in this Petition because we did.

The Petition describes, and this is a direct quote from Paragraph 21, the crux of the Plaintiffs' claim as this -- of the Plaintiffs' tort claims is a, quote, "violation of the expressed and implied duties prescribed in the permits attached as Exhibit C." That exhibit is literally a list of every permit issued in the past three decades to any of these 11 Defendants. The Petition doesn't say which of that laundry list of permits these Plaintiffs even contend was violated, if any, much less what are the expressed and implied obligations in those permits that were allegedly violated. So we can't tell from this exhibit what are the obligations

and the duties that form the factual basis for these tort claims.

But the permits listed in Exhibit C are publicly available. This is the public website, Your Honor. This is the SONRI System that Plaintiffs likely used to compile this laundry list of every permit issued to any Defendant in this case, and so we used the same public database, Your Honor, to pull the actual permit files that are listed in Exhibit C, and when you dig into the files that are cited as support for these allegations, not only do they fail to illuminate the factual basis for this lawsuit, in many cases they flatly contradict the statements that are made without support in the Petition itself.

And I just -- if you'll indulge me to walk through this. This is the Plaintiffs' Petition, Exhibit C. It is the laundry list of permits we're told formed the crux of the Plaintiffs' tort claims. Just walking through a few, here is one, at the top. This is line 17 on Exhibit C. This is a permit issued to Texaco and compare what this permit actually says, which is on the bottom of this slide, with what the Petition says directly above it. Paragraph 16 of the Plaintiffs' Petition alleges in unspecific fashion that, quote, "Defendants' well operations and coastal use permit activities could have been

conducted in a way that did not destroy the Plaintiffs' property because there are reasonably prudent alternatives that would of prevented the damage being done to the Plaintiffs' property."

And the permit listed for support is what's shown on the bottom of this, and this is where we're told to look for the factual basis. It states exactly -- almost exactly the opposite. This permit was issued to my client, Texaco, or Chevron as successor to Texaco, after the regulators performed their own investigation into the proposed project and concluded this proposed project is coastal water dependent, and there are *no* apparent alternatives which would be of less impact and still permit the well to be drilled.

Now, there are many -- this is just one, but there are many similar examples of this in the permit files because that is precisely what the regulators were doing. When they decided whether to issue a permit, they were balancing the economic, social, and environmental factors in deciding whether a proposed project should be authorized or whether it should not.

So what is the factual basis for the statement in Paragraph 16 of this Petition? What is the who, what, when, where and how? Are the Plaintiffs taking issue with the Louisiana Department of Natural Resources'

decision to grant the permit that is listed on Exhibit C in line 17? Are they taking the position that reasonable alternatives *did* exist and that LDNR's finding was wrong, because there are particular defenses we would raise to that claim? That may not even be a suit properly raised against *these* Defendants as opposed to a different agency.

On the other hand, is this permit even at issue in this case? The Petition never says which, if any, of this laundry list of permits are allegedly violated in this case. Not a single one is specifically identified as having been violated. Is my client accused of drilling this well listed in the Petition in a manner inconsistent with reasonably prudent alternatives that would of prevented the damage to the Plaintiffs' property?

And, of course, it's a touchstone of Louisiana law that it's fundamental that a petition for damages gives the defendant sufficient notice of the facts sought to be proven against him to enable him to prepare a defense. That's a direct quote from the Fifth Circuit Court of appeal in the *Roache versus Alpha Technical Services* case, which we've cited to Your Honor in our briefing.

The Petition doesn't answer these questions, but instead accuses the Defense

collectively, and as a group, of violating coastal use permits, unidentified terms and conditions of coastal use permits, but, time and time again, we see in these files, and here's another example, these documents. This is a follow-up investigation report completed by the regulatory body responsible for issuing coastal use permits, and after inspecting the permitted work concluded that, quote, "All permit conditions are satisfied." But, as you see across the top of this slide, this is a permit cited in Exhibit C to the Petition, line 44, as somehow -- we're not told how -- forming the factual basis for this lawsuit.

And I could spend hours going through these. There are quite a few. Here's another one for Stone Energy, line 182 of Exhibit C, another one for Hilcorp Energy, line 260 of Exhibit C to the Petition, and the point is the permits listed in Exhibit C, if you actually read them, which we did, if you actually read them, they raise more questions than they answer about what is at issue in this lawsuit.

Now, the Plaintiffs say at several points in their Petition, for instance, the Defendants were obligated to and failed to restore the land to its original condition. But, again, the permits that they cite for support, factual support for that

allegation, like this one, for instance, listed in Exhibit C, contain a whole host of terms and conditions. If you look on these actual permit files, these are thick documents. There's a lot of back and forth between the regulators and the entity applying for the permit about how the proposed project will be conducted, what reasonable alternatives exist, how the balance should be struck, and the reasons are articulated for striking the balance in a particular way, and what you end up with is something like this. It's usually a two-page document within the permit file that lists the particular conditions the permit holder has to abide by, and, although the Petition alleges that Defendants collectively and as a group, in an unspecified manner, without identifying any activities, alleges that they failed to *restore* the land to its original condition.

What you see in these permits, like this one on your screen, is that was not a condition that was specified as one of the several conditions that the permit holder had to abide by in return for the permit that it was issued because these activities are very different. They range from installing a six-inch pipeline, to dredging a canal, to maintaining the depth of that canal at a certain navigable depth to

allow passage, and there's no identification in the Petition of which of these activities are at issue in *this* case. In fact, we're not told which of these Defendants are alleged -- what of any particular individual Defendants' activities are alleged to have been done unlawfully.

Now, the Petition references a series of broad words. It throws around words like "adverse impacts" and "cumulative impacts" in describing the harm that it's seeking to redress, and the notion is if there's any kind of a footprint left on the land in question, that is, this land -- these two fields are the subject of extensive oil and gas operations over the past half a century. The notion is that if there's any form of a footprint left on that land, that can give rise to a tort claim, and it's the basis of a violation of a coastal use permit. But the permits that these Plaintiffs cite as ostensible support for that allegation, which is unspecified, we're not told what activities, but what they cite in this laundry list shows just the opposite.

This slide is the permit that's cited at line 95 of Exhibit C, and it's in the publicly available permit file for a dredging permit where the State of Louisiana actually overruled an objection

that had been raised to maintenance dredging explaining that, quote, "This is an old oil and gas field, and the proposed maintenance dredging is for existing canals. Additional adverse impacts will be minimal, and the benefits of continued oil and gas production will outweigh any unavoidable adverse impacts." In other words, there, again, we have to state balancing the economic, social, and environmental factors of each of the activities that were proposed to be conducted, and at the end of the day, in each of the instances that I've shown you, the State struck the balance in favor of development. What we're not understanding from this Petition is what are these 11 Defendants accused of doing wrong following the issuance of this permit.

Now, the Louisiana Fifth Circuit Court of Appeal has specifically criticized the use of these generalized terms, like "violation of regulations," which are used without identifying which of a long list of particularized regulations a specific Defendant is accused of having violated.

In the *Roache versus Alpha Technical Services* case, which we've cited, for instance, on page five of Chevron's memorandum in support of this exception -- there are several cases cited on that page, page five -- a pleading was examined that,

like this one, was replete with very generalized language, but the allegations were not specific to any particular Defendant, and the Court of Appeal found that pleading to be vague and ambiguous in violation of Article 891, and it was no excuse in that case or in this that the oil company Defendants were accused of being liable in solido. Solidary liability was alleged. The Court dismissed the action without prejudice, and the facts there were strikingly similar to those here. It was contamination of land over a period of decades by various oil field related companies brought by plaintiffs who lived in the vicinity of the land at issue against a group of dozens of defendants.

And we cited several other cases that were similar, and we attached to our brief, our memorandum in support of this exception, the orders that came out in those cases. In, for instance, the *Alford versus Chevron* case, Judge Clement of the 25th Judicial District Court found a similar petition that attached a laundry list of exhibits to be vague and ambiguous precisely because it, quote, "Asserted causes of action against defendants collectively without differentiating the factual basis of the allegations against each defendant individually." And the facts there were strikingly similar. There

were operators of land alleged to have been contaminated, and the court ordered them to amend and set forth specific individualized allegations for each defendant, and that's what we're asking for here, Your Honor.

There are several other cases. The *Devillier* case and the *Conner versus Adams Resources* case, which we've attached to our brief, as well, and ruled similarly on strikingly similar petitions.

But another reason, Your Honor, just quickly and I'll move on, that we need to know which activities are at issue is because we see in the public permit files that are referenced in this laundry list extensive back and forth with the actual landowners of the property who were notified of many of these projects. They were provided an opportunity to object to the projects, and if we knew even one activity that is at issue and alleged to be unlawful in this case, we could respond with those defenses where appropriate.

But, Your Honor, in digging into this Petition as we have, and in digging into the files that are attached and referenced in it, it becomes quite clear how it came to be drafted the way it was, because the Petition borrows its background section from a different lawsuit. The background section to this Petition literally cuts and pastes around 22

paragraphs from a separate lawsuit. You see it referenced in Paragraph 15 of the Petition. It's the previously filed *Parish of Jefferson versus Chevron USA Holdings* case. There are 22 paragraphs from that petition pasted into this Petition followed by this language: Based upon the foregoing findings by the Parish of Jefferson, particularly defendants' activities in the two fields at issue here, the plaintiffs herein allege upon information and belief.

Now, those findings that are referenced in Paragraph 16 of this Petition were actually just allegations that were raised in the *Jefferson Parish versus Chevron* case, which is currently pending before Judge Faulkner, Your Honor, in Division P. No one has made any findings in that case, and no findings were made by the Louisiana Department of Natural Resources, or any other agency, before that case was filed. That lawsuit is currently, just so Your Honor is aware, stayed by agreement of the parties to that case in order to allow Judge Enright in Division M --

THE COURT:

N.

MS. WHITE:

-- to rule first in a different case filed by Jefferson Parish -- that's the *Jefferson Parish versus ARCO* case -- to

allow him to rule on threshold legal questions in that case, including vagueness and ambiguity. Four other judges, in fact, who have been assigned cases filed by Jefferson Parish that are similar, are holding off on addressing the issues in those cases until Judge Enright has an opportunity to rule in the case before him.

But these Plaintiffs, who are private landowners, want to, essentially, jump ahead of that litigation, and they want to jump ahead of the litigation they were piggybacking off of without providing notice to any of the 11 Defendants in this room of the material facts that are at issue in this lawsuit, and the Louisiana Code of Civil Procedure simply doesn't allow that, Your Honor. And that would be true even if it weren't the case that now five judges in Jefferson Parish have worked out a procedure for addressing the allegations raised in the Jefferson Parish litigation, which these Plaintiffs are attempting to get out ahead of.

The Louisiana Code of Civil Procedure Article 891 requires a concise statement not just of the causes of action but of the material facts of the transaction or occurrence that is the subject matter of the litigation, and because this pleading does not identify even a single activity of

any of the 11 Defendants, that these Defendants are specifically individually accused of having done unlawfully, we would ask the Court to grant the exception of vagueness and ambiguity.

And before I hand over the podium to one of my colleagues, I did take a stab at a proposed order that would make very clear how limited the relief is that we're seeking in this case.

And if I could approach, Your Honor?

THE COURT:

Have you shared that with opposing counsel?

MS. WHITE:

Yes, Your Honor.

THE COURT:

Thank you.

MS. WHITE:

And what we've attempted to do in this order is simply identify the three items of information that we're asking for the Plaintiffs should provide with respect to each Defendant separately. First, a description of each allegedly unlawful activity, including the date and location of the activity, something that tells us what we're accused of doing wrong. Second, each permit alleged to have been actually violated, not just a list of every permit granted to anyone in the field over the past three decades, but each permit

alleged to have been violated with a precise description of what was the violation. And then, third, for each permit or activity identified, the damage that's alleged to have been caused.

And that's our request, Your Honor.

THE COURT:

All right, thank you.

Exhibit C contains a list of 275 permits; is that right?

MS. WHITE:

That's right, Your Honor; I believe that's right.

MR. McNEAL:

Good morning, Your Honor.

THE COURT:

Good morning.

MR. McNEAL:

May I proceed?

THE COURT:

You may.

MR. McNEAL:

It's Robert McNeal on behalf of Exxon Mobil. Your Honor, I just want to talk to you about the Petitions' claims against Exxon Mobil, so, obviously, in the vagueness exception, where you start with is the Petition, and in this case this Petition, itself, only mentions Exxon twice, once in the caption and then once in the paragraph that lists all of the Defendants. That's Paragraph 9. Nowhere

else is there a specific reference to Exxon at all.

The Petition doesn't identify anything that Exxon specifically did that caused any of the damage alleged by the Plaintiffs, and all it does is, in one of the exhibits, which is Exhibit B, which is a list of wells, it identifies nine historic Exxon Mobil wells from back in the 1950's. So these -- the wells -- and I'd point out, Your Honor, that all the wells -- and if I can approach, Your Honor, this is a copy of Exhibit 2 to the affidavit we submitted from a landman, which was attached as Exhibit 3 to our memorandum.

May I approach?

THE COURT:

You may.

MR. McNEAL:

Your Honor, what this demonstrates is that the wells that Exxon had back in the 50's were located at least a mile and sometimes several miles away from the Plaintiffs' property, and so it's kind of hard to look at this Petition and say that Exxon did something that damaged the Plaintiffs' property based on the allegations that exist.

Now, you just heard a long explanation of these permits. There's no permit that's alleged to be issued to any Exxon Mobil entity in the exhibit that attached

-- attaches the permits at issue.

THE COURT:

Well, I'm not sure about any entities. I've reviewed the list of permits, and I did not see Exxon mentioned.

MR. McNEAL:

Yeah, they're not there, and this case is premised upon violations of permits. The underlying lawsuit that they've piggybacked onto is premised on the notion that coastal use permits were violated. I'm sure you'll hear, well, there's unpermitted activities. Well, okay, but this Petition does not identify a single unpermitted activity that Exxon Mobil did that somehow is directly linked to damage on the Plaintiffs' property.

So, Judge, I mean, real simply, these allegations don't satisfy Article 891, and the allegations against Exxon are vague and ambiguous and either should be dismissed or fixed.

I know it's just hornbook law. The Petition has to state clearly and concisely the material facts that are the basis for a claim against a defendant. I mean, put another way, a petition's supposed to tell a defendant why it's in the lawsuit and it did that resulted in it getting sued. In this case all we have, Your Honor, is an allegation that some wells existed that were drilled in the 50's that

are miles from the Plaintiffs' property. That's not enough.

And when a petition makes an allegation against multiple defendants like happened here, the rule isn't waived. In fact, you know, the case law we cited to Your Honor states that each defendant should be told exactly what it individually did that resulted in it being sued and what the basis is for the claim against it.

So I'll just say at this point, Judge, no one has any idea of what Exxon specifically did that in any way caused damage on the Plaintiffs' property based on this Petition. There's really no way to validly defend this case based upon the allegations as they exist, and under the law the Petition is, therefore, vague and ambiguous as to my client, and the exception ought to be granted on that respect.

There's a couple of points that I think you'll probably hear, and I just want to touch base on them briefly. One argument you're going to hear, because it was raised, is the vagueness exception doesn't apply because the Plaintiffs are going to use discovery to try and find out what my client did and why it should be sued. Well, that's exactly the opposite of the purpose of 891. You're supposed to tell people why you sued them, and then you can

frame your discovery based on reasonable factual allegations of what was done.

And, furthermore, Plaintiffs are supposed to know the reason why he's sued a defendant before he files a lawsuit, not file a lawsuit and then try to find a way to make the case. I mean, a defendant should never be required to have to go through discovery because a plaintiff doesn't know why he sued them in the first place. That's just not right, and that's not consistent with the law, Your Honor, so we don't think that argument makes sense.

And the second argument, as you've heard previously, is that somehow the Plaintiffs are allowed to get around the vagueness problem by alleging all these 11 Defendants are solidarily liable. But if you look at the allegations, Your Honor, you got wells that date from the 50's to recently. You got 11 Defendants. There's no allegation that says that any of these Defendants have any particular relationship or engaged in any kind of joint operation or did anything that somehow makes them solidarily liable.

So I'd respectfully submit that what's being argued to you is that the Plaintiff is attempting to use a legal argument of solidarity to circumvent the requirement that they provide the legitimate factual basis that supports a solidarity claim,

solidarity liability claim.

So, Your Honor, we submit that based upon the allegations in the Petition, the claims against my client are certainly vague and ambiguous, and the exceptions should be maintained, and the claim should either be dismissed, or, alternatively, the Plaintiffs should be required to state specifically the who, what, where, when and why the allegations against my client that resulted in this lawsuit being filed against him.

THE COURT:

Thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. JARRETT:

Good morning, Your Honor, my name is Keith Jarrett. I represent Shell Oil Company.

THE COURT:

Good morning.

MR. JARRETT:

May I proceed?

THE COURT:

You may.

MR. JARRETT:

Your Honor, I appreciate counsel for Chevron going first. She carried the heavy water to explain what this lawsuit's about, and counsel for Exxon explained the situation, particularly, its client. I'm

going to talk about Shell and what's alleged against Shell.

I think we all know that Article 891 governs this exception, and 891 requires a specific pleading of material facts, but what's material? Well, the Code of Civil Procedure tells us what's material. In Article 860 the Code says, "For the purpose of testing the sufficiency of a pleading, allegations of time and place are material," and that's precisely what's missing from this Petition.

For Shell, like Exxon, we're mentioned in the title, and we're mentioned in the name of parties being sued. But other than that, you won't find our name anywhere. You'll find it in Exhibit B, the exhibit that lists the wells, and they list five wells for Shell. You won't find Shell listed in Exhibit C, which lists the permits.

I know that's the subject of a separate exception, here, today, Your Honor, on whether a no cause of action for Shell because there are no permits listed with Shell's name on it, and there's a reason for that. The reason Shell's not listed is because Shell didn't have any permits. That permitting procedure only became effective in 1980. The five wells that Shell are sued on, Your Honor, were drilled in 1940, before anyone in this courtroom

was born, and in the 1950's.

This is a blowup, Your Honor, if I may approach? I have -- Shell filed -- may I, Your Honor?

THE COURT:

Counsel, have you seen these documents?

MR. JARRETT:

This is the exhibit they already have.

THE COURT:

You may.

MR. JARRETT:

Your Honor, this is the -- this is the affidavit of a land management deal that was attached as an exhibit to Shell's exception, and what I have flagged is the very map that I'm holding up here, and the reason that map is significant, Your Honor, if I may, you will see that the Plaintiffs' property, here, south -- south of Lafitte, just west of Myrtle Grove, involves two oil and gas deals, but Shell's wells are not on the property. Indeed, Shell's wells, four of the five, are over three miles away from their property. This well that they've brought suit over was drilled in 1940. These other wells, all five of them, were drilled in the 50's.

When you test the sufficiency of a petition, it's not a one size fits all analysis. Consider this, Your Honor, suppose a homeowner was suing a plumber for bad work. If the plumber did the work

the week before, what might suffice for the material facts in a petition would be one thing, but if the work was done 50 years ago some more precision would need to be included in the petition to alert the plumber why he was being sued. But if you're like Shell, and you did the plumbing work three blocks away, I submit that the allegations need to be much more precise.

These lawsuits, these legacy-type lawsuits that the Court's heard about, I'm sure they're very expensive. They're very time consuming. They're very labor intensive. Shell doesn't want to be in the case at all and certainly doesn't want to be in the case when the allegations are so imprecise as to require it to defend a lawsuit that it doesn't even know what it's accused of doing. There's been no allegation of a coastal use permit. Our wells are three miles away. We need more than -- we need more than that.

We would ask that the Petition be amended, if they can, or dismissed.

And, Your Honor, with that, I'd like to offer that exhibit to be filed in the record. I believe it's been submitted. There's been no objection made.

MR. PALERMO:

No objection.

THE COURT:

Very well. So ordered.

MR. JARRETT:

Thank you, Your Honor, and that's all for Shell.

THE COURT:

Great, thank you.

We can mark it Shell No.1.

MR. McNEAL:

Your Honor, likewise, just as cleanup, I'd like to offer the exhibit that was referenced during Exxon Mobil's argument.

MR. PALERMO:

No objection.

THE COURT:

As Exxon No. 1.

MS. SCHELL:

Good morning, Your Honor, I'm Leigh Ann Schell for LL&E.

THE COURT:

Good morning.

MS. SCHELL:

Moving down the line has a benefit of allowing me to be even more brief as I talk about the specific situation related to LL&E in this case.

Your Honor, this case, the Borne matter, has been pending for a couple of years, maybe as many as three, but, yet, in opposition to LL&E's exception of vagueness, all that was offered by the Plaintiffs is this: That LL&E operated nine wells on or near its property, and that LL&E obtained seven coastal use

permits.

Operating wells and obtaining permits is not actionable under Louisiana law as a basis for any tort claim. There are no allegations other than those, whatsoever, contained in either the Petition or even offered all these years later in opposition to the exception of vagueness.

Furthermore, if the Plaintiffs did even a cursory review of the publicly available information on the DNR's website that Ms. White showed the Court earlier, it's not reflected in any of these pleadings because while they allege that LL&E operated nine wells, a quick review will show that three of those wells were never drilled, so it didn't actually operate nine wells at all.

More needs to be done by the Plaintiffs to get past the requirements of the Civil Code, and the Fifth Circuit has already told us that what we have here is just not enough, so I'll conclude by referencing the Roache case, that those before me have referenced, by saying there the court, plain and simply, said allegations against multiple defendants that are broad in scope, without any specificity, that involve a large area of property over many years, are simply not enough to get over the hurdle.

And so, finally, I just wanted to offer

and introduce into evidence the affidavit of Jim Diehl that was submitted with our original exception of vagueness, and it shows that the LL&E drilling is over four miles away on LL&E's own property, far and apart from the Plaintiffs' land.

So with that said, Judge, we'd just like to ask again that the Court grant the exception of vagueness.

THE COURT:

Thank you.

Anyone else?

MS. WHEELER:

Your Honor, Beth Wheeler for Stone Energy Corporation, and, so as not to be redundant, I just would like to adopt the arguments that have been made previously by Chevron, Exxon, Shell and LL&E. There are no particularized allegations against Stone Energy in this Petition. All there are are the en masse global allegations against all Defendants other than listing us in some exhibits that we were associated with wells and permits, but not necessarily what we did wrong with respect to those activities.

And for that reason, we would ask that the exception of vagueness and ambiguity be granted.

THE COURT:

Thank you.

MR. ARCENEAUX:

Since everybody's coming up, Your

Honor, George Arceneaux for Atlantic Richfield and BP America Production Company, and, for the same reasons stated by Ms. Wheeler, I would say the same on behalf of my clients as to whom predecessor -- only five predecessor wells are identified. No specific allegations are set forth, and there are no assertions with respect to coastal use permits.

And with respect to the other arguments, the fact that I may not stand up and echo what everyone else says, Your Honor, I will adopt the arguments made on behalf of other Defendants where appropriate.

Thank you.

THE COURT:

Thank you, Mr. Arceneaux.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company. We would also adopt the arguments of the other Defendants. I don't want to be redundant. They covered everything that we would of said. We align most closely with Chevron in that we were mentioned as having wells and coastal use permits, but, again, there are no specific allegations against Hilcorp as far as which of the wells or which of the coastal use permits are alleged to be the basis of the claims in this lawsuit.

So we would also move that the -- ask

that the Court grant the exception of vagueness, please?

THE COURT:

Thank you, Ms. Meeks.

MS. RANSOM:

Good morning, Your Honor, I'm Kelly Ransom on behalf of BEPCO and BOPCO. Like Shell and Exxon, BEPCO and BOPCO have not been identified as ever having held any coastal use permits. The only place we're identified is in the caption and as a named Defendant.

There are four wells identified in Exhibit B to the Petition, and those wells date back to being drilled in the 1950's. Three were dry holes. Only one produced, and it was plugged and abandoned in 1997, well before coastal use permits were required.

We also adopt the -- BEPCO and BOPCO also adopt the arguments of the other Defendants. I just want to point out to the Court that, like Shell and Exxon, we have no coastal use permits.

THE COURT:

Thank you.

MR. PALERMO:

Good morning, Your Honor, Rock Palermo.

THE COURT:

Good morning, Mr. Palermo.

MR. PALERMO:

Every lawyer that has come up here has

been able to tell you when they were near our property -- our clients' property and what they were doing near our clients' property, on our clients' property. There's no special rules for oil and gas cases in the Code of Civil Procedure. It has the same rules as like the med-mal case that you had earlier, and so you can imagine the typical med-mal pleading where the plaintiff may undergo surgery, has a long list of medical care, a variety of health care providers, and basically says I was under the defendants' care, they provided health care to me, they deviated from the applicable standard of care, it caused me damage, and, for the most part, that pleading would be okay. It listed the time frame of -- or healthcare, it listed, you know, the surgeries that they had, et cetera.

So, you know, in this case, you know, the Plaintiffs are co-owners of three contiguous tracts in Jefferson and Plaquemines Parish and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields. There was 1,340 wells drilled, hundreds of canals dredged. It changed the hydrology. You've been provided Exhibit 2, and a few of the lawyers came up and used this exhibit, and they showed you where their wells were drilled. Well, it doesn't take even a fifth grade science pupil to

see the maze of canals that are dredged that were used by these different oil companies to access these wells. That's just one example.

If you see a straight line on Exhibit 2, that's a human. God doesn't make straight lines. So all these straight lines, those were human interventions in this sensitive wetland, and that's all pled. You know, it's pled, and while it doesn't say Shell did this canal that caused this particular -- contributed to this damage, that's what it says. I mean, Exhibit 2 is a great illustration of a picture's worth a thousand words. And while we have probably more than a thousand words in our Petition, we have, you know, numerous pages. We have the coastal use permits, we have the maps and the tables in Exhibit 3 of our Petition, so we say where you were, when you were there, and what you were doing.

The specificity and scope of each Defendants' individual impact will be dependent on experts, just like it would be in a med-mal case as to whether it was a cut artery, or improper anesthesia, or a combination of all those things. An expert's going to talk about how the impacts -- the oil and gas well perhaps caused subsidence, the canal that was dredged to access it contributed to the

slicing and dicing of the sensitive wetland that is all near our Plaintiffs' property that caused this land loss, and they'll show satellite photographs. These men and women who defend these cases know very well what the case is about and what they will have to defend.

Your Honor is not the first Judge that has had this exception of vagueness, so in Exhibit A we listed the judgments of other district courts that denied vagueness on very similar grounds, if not the same. We have an Exhibit B, the transcript from the *Shirley Britt versus Riceland Petroleum* case, the August 24th (sic) hearing in Jefferson Davis -- Jefferson Davis Parish. We have Exhibit C, the writ by the Third Circuit in *Robert Reeds versus BP American Production*.

So this is not the first rodeo in these cases. They're all similar. Coastal land loss -- it's a coastal land loss case that gives -- you know, these permits and these oil and gas well files that you have here, I suspect if we didn't have that evidence we may have heard today that the Plaintiffs can offer no proof or evidence that they were even there. So these documents are here, and you heard counsel saying that, you know, there's communications with the clients or the landowner about certain things that they -- you know, the canal is

okay, or whatever it said. You know, that's summary judgment evidence, and a lot of the argument you heard today, you know, may be good summary judgment argument, but it's not a good argument for an exception of vagueness.

We're governed by Article 891 which only requires, as you know, that the Petition contain a short, clear, and concise statement of all cause of action arising out of and the material facts of the transaction or occurrence be the subject part of the litigation. Justice Tate, it's kind of hornbook law, said that the defendant is not entitled through the exception of vagueness to require exactitude and detail of pleading beyond those necessary to give notice of the nature of the Plaintiffs' claims. That's what discovery is for in the med-mal case, in the other multi-defendant case.

We've pled and these lawyers and the Defendants know exactly what this case is about and what they will need to defend, what experts will be required, and what our cause of action are because we pled those.

I'll go through some of the specifics in our first supplementing Petition. In pages 11, 12 and 13, we talk about the drilling, the dredging, the restoration obligation, and the -- the Coastal Management Act requires restoration.

719(M) requires that land be revegetated, detoxified, and otherwise restored to their original condition. So those allegations, those cause of action are pled.

The Code of Civil Procedure does not, as I said, does not have a special rule for these coastal land loss cases or for oil and gas cases that say you got to show this defendant did exactly this activity, whether it was dredging or whether it was drilling an oil and gas well, that caused subsidence that then caused this particular land to lose, you know, its integrity, and then cause my land to suffer due to potential for land loss, subsidence, and those things.

So that's not a requirement, and they do this in every case. I mean, this is nothing new, and you may have had this before in a legacy case, and the cases proceed, and they go to trial, and there's summary judgments perhaps where a plaintiff is unable to prove, and that's what the summary judgment's for. But it's not appropriate at this stage, especially given what we pled, to sustain an exception of vagueness.

I'll be happy to answer Your Honor's question on any particular area, but it's important that, you know, we have the Jefferson Parish Petition, and there's no -- there's no rule prohibiting us from

adopting it and putting it in our Petition. They may not like it, but it's certainly appropriate, and we did it.

No one has come to us and said that they have complied with their ongoing obligations, and -- 'cause that's a -- that's a requirement. Now, they say that we just have the permits, but there's an ongoing obligation with those permits. They may tell you they didn't have a permit. Well, you know, that may be an issue or it may be before permits were required, but there's still a reasonableness that is required.

And there may be other documents -- their own documents that say, look, we know when we put in this canal it's going to cause wetland loss, but, you know, we're here to look for oil and gas, that's what we have to do. So those kind of documents are in -- we can obtain during discovery.

The Petition on the four corners is appropriate, and, again, I'll be happy to answer Your Honor's questions.

THE COURT:

Thank you, Mr. Palermo.

Any response from any Defense counsel?

MS. WHITE:

I'll be very brief, Your Honor.

THE COURT:

Okay.

MS. WHITE:

I believe Mr. Palermo stated my argument for me when he said there's no special rules applicable to oil and gas cases. Just like it's not appropriate to plead in any case, it's not appropriate in an oil and gas case to simply plead *you did* oil and gas work somewhere within a 200 square mile radius over the past several decades or more. And that simply doesn't meet Article 891 of the Code of Civil Procedure, and you heard very clearly that there will be an attempt to shift the burden to the Defendants to disprove it. You heard Mr. Palermo say *no one's come to us and said that they complied with all of their permits*. That is not the way that the system is supposed to work.

We are entitled to know what are the permits we're accused of violating, what are the conditions of that permit, and simply holding up a map and showing that oil and gas work was done on one of two fields over the past half century does not state an allegation, state a claim even, for negligence, nuisance, breach of contract, strict liability, public and private nuisance against 11 Defendants under these circumstances or any other. Just like it wouldn't be appropriate to sue Your Honor and claim that you violate red lights, and the evidence of that is you drive cars, it is not appropriate in this

case to sue 11 Defendants claiming simply that the evidence supporting -- showing the factual basis of this claim is that they did work in this area.

And we would ask, again, Your Honor, to grant the exception of vagueness.

Thank you, Your Honor.

MR. PALERMO:

Your Honor, before I forget, while somebody else is coming up, we offer, file and introduce the exhibits attached to our opposition to their exception.

THE COURT:

Any objections?

(Defense Counsel Respond Negatively)

Thank you. Thank you. They're admitted for the purpose of the hearing.

MR. JARRETT:

Your Honor, Keith Jarrett for Shell.

THE COURT:

Yes.

MR. JARRETT:

A quick point, Mr. Palermo pointed out that other courts have considered vagueness exceptions, and they cite some that go their way, and we cite some that go our way, and the point is it depends, and it -- whether the Petition suffices depends. It depends on what's being alleged.

You cannot in this case -- the allegations for someone who's been gone from -- not even on the property, from off

the property, like Shell, 60 years, I don't have anybody in the company who was around when those wells were drilled. I'm entitled to know -- my client's entitled to know what they did wrong, allegedly, so we can try to figure out how to defend it, and it's not sufficient. We're not a one size fits all package. In this situation, more is required.

THE COURT:

Mr. McNeal?

MR. McNEAL:

Yes, Your Honor, very briefly.

Your Honor, an analogy was made to you about a med-mal case, but the med-mal case that you would have before you is that the Plaintiff here has sued all the doctors at Ochsner, and, in my clients' case, the doctors at West Jeff because, you see, nothing has been addressed to Your Honor about how activities that occurred 50 years ago, that were done with wells, that have nothing to do with the permits that are at issue in this case, are somehow related to the damage.

And, Your Honor, I also dispute the fact that the lawyers in this case, and what they may know, which, frankly, I will tell you, I don't know what they're alleging, I don't, that somehow that knowledge of some lawyer can somehow transcend the obligation to plead your case

properly when you file your petition, and, ultimately, Your Honor, it's the Petition, itself, that determines whether the vagueness exception is valid or not. And the idea that you can somehow discovery yourself into an allegation, we would submit to the Court is just contrary to the Code of Civil Procedure.

Thank you.

THE COURT:

Anyone else?

MR. PALERMO:

Your Honor, briefly, just to address Mr. McNeal and Mr. Jarrett's issue, if I may?

THE COURT:

You may, although it's their exception. They'll get to talk last.

MR. PALERMO:

As far as alleging things that were before the permit, as Mr. Jarrett suggested, in our Petition we list failure to follow the standard of care under the regulatory structure; two, failure to follow the expressed or implied obligations under the coastal use permit -- coastal use permits. He says that doesn't apply to him because he was before the permit. Three, failure to use reasonably prudent operational techniques. That applies to everybody. Four, failure to prevent --

THE COURT:

But they're saying is by doing what?

MR. PALERMO:

Back to the doctor, you know, it may be an expert that decides he failed to clamp an artery in that -- under an appropriate standard of care. At the petition stage, that's not required. We say what their operations were. They drilled, they dredged, they operated, and that causes coastal land loss either by subsidence, other theories.

So we know what -- we suggest what they caused, and we list what acts of negligence or violations that contributed to it. That's all we have to do at this stage. There's not a -- there's not a special rule to say you got to say that they failed to clamp the artery at the proper place at the appropriate time. It's not required. So it's easy to say that and suggest that we should know that, but it's not required under the Code of Civil Procedure.

I'll stop.

THE COURT:

Mr. McNeal, Mr. Jarrett, any response?

MR. JARRETT:

Nothing from Shell, Your Honor.

MR. McNEAL:

No, Your Honor.

THE COURT:

All right, thank you.

Certainly, this is a complicated matter with a number of allegations made against a number of Defendants. The Court does believe that Article 891 does require more specificity with regard to the particular Defendants, and the Court does grant the Motion.

The Court would allow Plaintiffs time to amend because of the number of Defendants involved and the complications. How much time you think you would need?

MR. PALERMO:

Your Honor, 60 days.

THE COURT:

I'll give you 90 days.

MR. PALERMO:

And during that 90 days, are we able to conduct discovery on that -- those issues?

THE COURT:

That's not the purpose of the Court granting you the 90 days.

MR. PALERMO:

Understood. We're just not -- we're not prohibited in conducting discovery, I would suspect?

THE COURT:

Let me hear from Defense counsel. I'm hearing -- they're all shaking their heads, yeah, you're prohibited.

MR. JARRETT:

Your Honor, Keith Jarrett with Shell. I think the point was made through other

counsel that the Court, the Supreme Court and others, have specifically said you don't use discovery to cure deficiencies in the Petition.

THE COURT:

You're correct on that point.

You need to do whatever investigation you can do on your own to amend your Petition and correct the situation which the Court believes exists.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

All right. And who's going to prepare the judgment on behalf of the 11 Defendants?

MR. McNEAL:

I will, Your Honor.

THE COURT:

All right, thank you.

MR. PHILLIPS:

Your Honor, Mike Phillips for Chevron. There were other exceptions set today, but, given your ruling, those shall be deferred?

THE COURT:

Yeah, I think that would be appropriate. We don't know what that amended and supplemental petition would look like. It may or may not cure some of the issues which counsel have with the pleadings.

MR. PHILLIPS:

Thank you, Your Honor.

THE COURT:

Is everybody onboard with that?

(Counsel respond affirmatively)

Okay, real good.

MR. McNEAL:

Your Honor, just one other issue. Could I offer into evidence the exhibits that were attached to our Memorandum in Support of the --

MR. PALERMO:

No objection.

THE COURT:

Certainly, certainly, for the purpose of this hearing, and let's talk about what they are. The clerk needs to know for the record which particular exhibits you're offering.

MR. McNEAL:

Your Honor, the first is the -- is Exhibit 1, Petition for Damages to the Jefferson Parish Coastal Zone, which was filed in Docket No. 732-769.

THE COURT:

All right. We already had marked Exxon Exhibit 1, which was a map.

MR. McNEAL:

All right. We could mark that as Exhibit 2.

THE COURT:

Okay.

MR. McNEAL:

These are just -- these are as attached to the Memorandum.

THE COURT:

Okay, great.

MR. McNEAL:

Would it be better if we -- if --

THE COURT:

We'll mark the map with a different number when we get to it.

MR. McNEAL:

Okay. Your Honor, there's a reply memorandum of plaintiffs in the Parish of Jefferson versus Chevron USA Holdings in Civil Action No. 2:136738 from the United States Court for the Eastern District of Louisiana.

Exhibit 3 is the affidavit of James Diehl, D-I-E-H-L, and attached exhibits. And, Your Honor, that will include the exhibit which I used during argument.

THE COURT:

The map?

MR. McNEAL:

Yes, Your Honor.

THE COURT:

All right, the map will be a part of Exxon Exhibit 3.

MR. McNEAL:

And it also includes the various well records relating to the age of the wells that were alleged in the Petition.

The next exhibit, 4, are reasons for

judgment in Alford, A-L-F-O-R-D, versus Chevron in Case No. 60-483, from the 25th Judicial District Court.

And then, Your Honor, there's a transcript from Conner versus Adams Resources from February 26th, 2014, from the 31st Judicial District Court.

That's it, Your Honor.

THE COURT:

All right, thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

Thank you, Counsel.

* * *

REPORTER'S PAGE

I, DONNA McSTAY, Certified Court Reporter in and for the State of Louisiana, the officer, as defined in Rule 28 of the Federal Rules of Civil Procedure and/or Article 1434(B) of the Louisiana Code of Civil Procedure, before whom this proceeding was taken, do hereby state on the Record:

That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceeding, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript;

That any words and/or names which could to be verified through reference material have been denoted with the phrase "(spelled phonetically)."

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

REPORTER'S CERTIFICATE

I, DONNA McSTAY, CCR, CDR, OCR, Certified Court Reporter, Certified Digital Reporter, Official Court Reporter, in and for the State of Louisiana, employed as an official court reporter for the Twenty-Fourth Judicial District Court, Parish of Jefferson, State of Louisiana, as the officer before whom the above proceedings were taken, do hereby certify that the above and foregoing was reported by me in the digital reporting method, was prepared and transcribed by me or under my direction and supervision, and is a true and correct transcript to the best of my ability and understanding, that the transcript has been prepared in compliance with the transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana, and that I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

Signed this 16th day of February, 2017.

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

732768

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

(N)

DOCKET NO. 732768 **DIVISION "__"**

Filed by: Fax
Date: 11-11-13
Time: 2:25 PM
Deputy Clerk: [signature]
(SEE ATTACHED LOG)

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

FILED: _____ **DEPUTY CLERK**

IMAGED NOV 12 2013

PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

FAX

FILED
AUG 16 2019
Bayou Parc DEPUTY CLERK

EXHIBIT A-1

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2.

Made defendants herein are the following entities (hereinafter, collectively, "Defendants"):

ATLANTIC RICHFIELD COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company-Division of Atlantic Richfield Company**;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named as successor in interest to **The California Company and Chevron Oil Company**;

EXPERT OIL & GAS, L.L.C. is a domestic company, organized under the laws of Louisiana, whose member, William Henry Von Eberstein, Jr., is a citizen of Louisiana. Expert Oil & Gas, L.L.C.'s registered agent, Thomas Milazzo, is located at 101 Ashland Way, Madisonville, LA 70447;

LANOCO, INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., STE. 400B, Baton Rouge, LA 70808;

LASTRADA OIL & GAS LIMITED is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in New Orleans, Louisiana. Lastrada Oil & Gas Limited's registered agent, Edwin L. Geissler, is located at 7162 Grey Oaks Drive, New Orleans, LA 70126;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E & P Inc.** and **Texaco Inc.**;

GOODRICH OIL COMPANY, a domestic corporation incorporated under the laws of Louisiana and domiciled in Shreveport, Louisiana, whose registered agent, C T Corporation System, is located 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

EXXON MOBIL CORPORATION is a foreign corporation whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Exxon Mobil Corporation is named as successor in interest to **Humble Oil and Refining Co.**; and

BRAMMER ENGINEERING, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Shreveport, Louisiana, whose registered agent, Keith J. Evans, is located at 400 Texas St., Suite 600, Shreveport, LA 71101.

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Bayou Perot

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AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bayou Perot and Delta Farms Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "Coastal Zone" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "Operational Area" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

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6.

The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:

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(a) Privately funded projects which are not uses of state concern.

* * *

(c) Maintenance of uses of local concern.

* * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

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9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney of a local government with an approved program. La. R.S. 49:214.36D. The Parish of Jefferson, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "LDNR") on January 4, 1985 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Jefferson is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in

accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

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12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the

Bayou Perot

impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.

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- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

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As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

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FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

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20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never

obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

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22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently

dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

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24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in

violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

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26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) *alterations* in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

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* * *

(8) detrimental changes in existing salinity regimes;

(9) detrimental changes in littoral and sediment transport processes;

* * *

(13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program." (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-

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lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the *LDNR-OC or another state agency*, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

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29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(3). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area.

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32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

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(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "RHA"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "CWA");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising

under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards,

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9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Jefferson Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by

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any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Jefferson and State of Louisiana claim all damages and remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Jefferson Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Jefferson Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Jefferson Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

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(c) Requiring actual restoration of the Jefferson Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2926)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYOR, ESQ. (27662)
COSSICH, SUMICH, PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

Bayou Parol

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PLEASE SERVE THE PETITION FOR DAMAGES:

ATLANTIC RICHFIELD COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

EXPERT OIL & GAS, L.L.C.
Through its registered agent for service of process:
Thomas Milazzo
101 Ashland Way
Madisonville, LA 70447

LANOCO, INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LASTRADA OIL & GAS LIMITED
Through its registered agent for service of process:
Edwin L. Geissler
7162 Grey Oaks Drive
New Orleans, LA 70126

GOODRICH OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

EXXON MOBIL CORPORATION
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

BRAMER ENGINEERING, INC.
Through its registered agent for service of process:
Keith J. Evans
400 Texas St., Suite 6000
Shreveport, LA 71101

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P.O. Box 6028
San Ramon, CA 94583

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Bayou Parcel

3 Apr 634
D1

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 732-768 **DIVISION "N"**

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

CODED FILED
AUG 30 2017
DEPUTY CLERK

FILED: _____ _____
DEPUTY CLERK

JUDGMENT

This matter came for hearing before the Court on February 17, 2016 and July 20, 2016 on the Defendants' Exceptions of Lack of Procedural Capacity and the Exceptions and Amended Exceptions of No Right of Action to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors, the State of Louisiana, *ex rel* Jeff Landry, Attorney General and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris; the Defendants' Exceptions of Improper Cumulation and Improper Joinder of Parties; the Defendants' Exceptions of Prematurity for Non-Compliance with La.R.S. 42:263; and the Defendants' Exceptions of Vagueness and Ambiguity and Non-Conformity of the Petitions with La.C.C.P. Article 891.

Present on July 20, 2016 were:

Victor L. Marcello Donald T. Carmouche	Counsel for Jefferson Parish
Steven B. "Beaux" Jones	Counsel for The State of Louisiana, Ex Rel. Jeff Landry, Attorney General
J. Blake Canfield	Counsel for The State of Louisiana, Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary, Thomas F. Harris
Megan K. Terrell	Counsel for Office of Governor John Bel Edwards, Governor's Office for Coastal Activities
Joe B. Norman George Arceneaux III	Counsel for Atlantic Richfield Company
Claire Elizabeth Juneau Eric J. Mayer Alexandra White	Counsel for Chevron U.S.A., Inc. and Chevron U.S.A. Holdings, Inc.

ISSUED 9 Not at Lien Ct Entmt w/Reasons
DATE 8-31-17 V. Marcello - D. Carmouche
V. Lowenthal M. Terrell S. Jones J. Norman + J. Canfield
C. Gallot, Deputy Clerk Megan + A. White D. Carmouche
R. McCall M. Hem C. Lenton

FAX FILED
AUG 16 2019
DEPUTY CLERK

EXHIBIT A-2

Lawrence R. DeMarcay	Counsel for Expert Oil & Gas, L.L.C.
Robert B. McNeal Martin A. Stern	Counsel for Exxon Mobil Corporation
Daniel B. Stanton	Counsel for Brammer Engineering, Inc.

After considering the evidence, law and argument of counsel,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of No Right of Action and Amended Exceptions of No Right of Action to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors, the State of Louisiana, *ex rel* Jeff Landry, Attorney General and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Lack of Procedural Capacity are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Improper Cumulation and Improper Joinder of Parties are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' *Exceptions of Prematurity for Non-Compliance with La.R.S. 42:263* are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Vagueness and Ambiguity and Non-Conformity of the Petitions with La.C.C.P. Article 891 are SUSTAINED as to the petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs, the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Jefferson Parish and Plaintiff-Intervenors, the Attorney General and LDNR, are granted 90 days from the date of this Judgment to amend their petitions.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Jefferson Parish and Plaintiff-Intervenors, the Attorney General and LDNR, are entitled to conduct discovery pending the amending of the petitions and shall propound discovery no later than 30

days from the date of this Judgment; and further that Defendants shall respond to said discovery no later than 45 days after receipt of the discovery.

Signed this 30 day of August, 2017, in Gretna, Louisiana.

JUDGE STEPHEN D. ENRIGHT, JR.

CODED

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 732-768 **DIVISION "N"**

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

CODED

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AUG 2 0 2017

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FILED: _____ _____
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REASONS FOR JUDGMENT

I. Exceptions of No Right of Action and Lack of Procedural Capacity

This matter came for hearing before the Court on the Defendants' exceptions and amended exceptions of no right of action and lack of procedural capacity. Defendants except to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

The purpose of the exception of no right of action is to determine whether a plaintiff has a real and actual interest in an action or belongs to a particular class to which the law grants a remedy for a particular harm alleged. *Roubicon Shoring Company, LLC v. Crescent Shoring, L.L.C.*, No. 16-540 (La. App. 5 Cir. 2017), 2017 WL 2197994 (citing *Dufrene v. Insurance Co. of State of Pennsylvania*, 01-47 (La. App. 5 Cir. 5/30/01), 790 So.2d 660, 668)). The Court in *Roubicon, id.* stated that:

> The exception of no right of action assumes that the petition states a valid cause of action for some person and questions whether the plaintiff in the particular case has a legal interest in the subject matter of the litigation. *Westchester Surplus Lines Ins. Co. v. Pacorini Metals*, 13-288 (La.App. 5 Cir. 12/19/13), 131 So.3d 445, 450. The burden of proof of establishing the exception of no right of action is on the exceptor. *City of New Orleans v. Board of Directors of Louisiana State Museum*, 98-1170 (La. 3/2/99), 739 So.2d 748, 755. The exception of no right of action tests whether the plaintiff has a "real and actual interest" in the action, but it does not raise questions of the plaintiff's ability to prevail on the merits or whether the defendant may have a valid defense. *Lemmon Law Firm, LLC v. Sch. Bd. of St. Charles*, 13-376 (La.App. 5 Cir. 12/12/13), 131 So.3d 231, 236. At the hearing on the exception of no right of action, the exception may be submitted on the pleadings, or evidence may be introduced either in support of or to controvert the objection raised when the grounds thereof do not appear from the petition. La. C.C.P. art. 931.

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Defendants argue that no right of action exists in this matter under the State and Local Coastal Resources Management Act of 1978, La.R.S. 49:214.21, et seq., ("SLCRMA") which governs activity and development in Louisiana's coastal zone through the issuance of coastal use permits. Defendants assert that SLCRMA does not govern most oil and gas activities, which are permitted and enforced through the Office of Conservation in lieu of coastal use permits and are outside of SLCRMA's regulatory scope. Defendants also argue that, as a local government, the responsibilities and authority of Jefferson Parish under SLCRMA are limited to "uses of local concern" from which mineral activities are excluded.

Plaintiffs' claims are based on La. Stat. Ann. § 49:214.36(D) which provides:

> D. The secretary, the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit.

When a law is clear and unambiguous and its application does not lead to absurd consequences, the law shall be applied as written and no further interpretation may be made in search of the intent of the legislature. La.C.C. article 9. Plaintiffs have clearly established a right of action in this suit. Jefferson Parish clearly belongs to the class of persons that has a legal interest in the subject matter of the litigation at issue. The State also clearly has a right of action through the LDNR and the Attorney General as they belong to a particular class to which the law grants a remedy for a particular harm alleged. Either the State or Jefferson Parish has enforcement authority within the confines of Jefferson Parish.

Regarding the arguments concerning the Parish not having a right of action relative to "in lieu" permits, for the purposes of the Exception of No Right of Action, the Petition is deemed to have stated a cause of action. The Court finds these arguments more appropriate as possible defenses/affirmative defenses to be made at the trial of this proceeding.

The Court denies Defendants' Exceptions of Lack of Procedural Capacity for the same reasons set forth herein.

II. Exceptions of Improper Cumulation and Improper Joinder

This matter came for hearing before the Court on the Defendants' exceptions of improper cumulation and improper joinder of parties.

Defendants argue that Plaintiffs impermissibly join in one lawsuit separate permit enforcement actions against nine oil and gas exploration and production companies for alleged violations of the State and Local Coastal Resources Management Act of 1978, La.R.S. 49:214.21, et seq., ("SLCRMA") which governs activity and development in Louisiana's coastal zone through the issuance of coastal use permits. Defendants assert that each of these alleged violations will turn on its own particular facts and legal issues and presents no "community of interest", thus prohibiting the joinder of these nine actions under Louisiana law.

As to cumulation of actions, La.C.C.P. article 463 provides:

> Two or more parties may be joined in the same suit, either as plaintiffs or as defendants, if:
> (1) There is a community of interest between the parties joined;
> (2) Each of the actions cumulated is within the jurisdiction of the court and is brought in the proper venue; and
> (3) All of the actions cumulated are mutually consistent and employ the same form of procedure.
> Except as otherwise provided in Article 3657, inconsistent or mutually exclusive actions may be cumulated in the same suit if pleaded in the alternative.

The test in determining whether the defendants have a community of interest is whether the cumulated causes of action arise out of the same facts, or whether they present the same factual and legal issues. *Miller v. Commercial Union Companies*, 305 So.2d 560, 561 (La. Ct. App. 1974). A community of interest is present where enough factual overlap is present between the cases to make it commonsensical to litigate them together. *Par. of Plaquemines v. Total Petrochemical & Ref. USA, Inc.*, 64 F. Supp. 3d 872, 883 (E.D. La. 2014) (*citing Dietz v. Superior Oil Co.*, 129 So.3d 836, 842 (La. App. 3d Cir. 2014)).

The Court finds that the Defendants have a community of interest in this suit. The allegations of the petitions demonstrate that the cumulated causes of action arise out of the same facts or present the same factual and legal issues. Plaintiffs' allegations establish that enough factual overlap exists between the cases to make it commonsensical to litigate them together. Plaintiffs allege that there is a common injury consisting of cumulative damage to the Jefferson Parish Coastal Zone by all the Defendants. The causes of action share a community of interest due to this factual overlap. It is commonsensical to try the alleged violations together due to the cumulative impacts and the restoration remedies sought.

Additionally, the United States District Court for the Eastern District of Louisiana stated in *Total, id.*, that:

> The community of interest standard for cumulation of actions under article 463 is a "liberal" one and it encompasses not only the parties' causes of action but also their defenses. *See Stevens v. Bd. of Trustees of Police Pens. Fund,* 309 So.2d 144, 147 (La.1975) (citing La.Code Civ. Pro. art. 463 cmt. (c); *Gill v. City of Lake Charles,* 43 So. 897 (1907)). It reflects a policy to avoid where possible a multiplicity of actions in the interests of judicial efficiency, providing that it can be done without unfairness to the parties affected. *Id.*

For the reasons set forth herein, Defendants' exceptions of improper cumulation and improper joinder of parties are denied.

III. Exceptions of Prematurity for Non-Compliance With La.R.S. 42:263

This matter came for hearing before the Court on the Defendants' exceptions of prematurity for non-compliance with La.R.S. 42:263. Defendants argue that the lawsuit filed by the Parish of Jefferson (the "Parish") should be dismissed as premature on the basis that the Parish hired special counsel to prosecute this action without first obtaining the Attorney General's approval as required by La.R.S. 42:263.

Defendants assert the Parish's cause of action is premature because the Attorney General has not approved the Parish's counsel and therefore the Parish's cause of action has not matured to the point where it is ripe for judicial determination. The Parish argues that the issue of the Attorney General's approval is irrelevant to the question of ripeness and the identity of the Parish's counsel has nothing to do with ripeness or maturity.

Defendants further argue that a parish that is governed by a home rule charter may retain special counsel without the Attorney General's approval only when the home rule charter specifically provides that the parish may hire special counsel. La.R.S. 16:2(D). Defendants do not dispute the fact that Jefferson Parish's Home Rule Charter predates the 1974 Constitution or that Jefferson Parish preserved the powers granted by its Home Rule Charter. However, Defendants assert that Section 4.04 of the Jefferson Parish Charter does not authorize the Parish to retain special counsel. Jefferson Parish Charter Section 4.04 provides that the Parish Attorney *shall serve as legal counsel to the council, the President, and all parish departments, offices,* agencies, and special districts. Defendants argue that therefore, as Jefferson Parish's Home Rule Charter does not specifically provide that the Parish may hire special counsel, Jefferson Parish was required to obtain approval of the Attorney General before hiring special counsel.

Jefferson Parish is governed by the provisions of a Home Rule Charter adopted in 1957 under the Constitution of 1921. The Parish asserts that Article VI, Section 4 of the 1974 Constitution does not permit a law that abridges the powers, functions and duties of local

governments with home rule charters which were in existence when the 1974 Constitution was adopted. Therefore, the Parish argues that its power under its Home Rule Charter in matters of local concern is as broad as the power of the State except when the power is limited by the Constitution or by its own Home Rule Charter.

The Court agrees with the Parish that there is nothing in the Constitution or Jefferson Parish's Home Rule Charter which prohibits the parish from hiring special counsel without the Attorney General's approval. Furthermore, Jefferson Parish's Home Rule Charter allows the Parish to enact ordinances that do not violate the Louisiana Constitution or the Parish's home Rule Charter. The Supremacy Clause of the Parish's Home Rule Charter provides that the provisions of the charter and the ordinances adopted thereunder prevail in cases of conflict with laws of the state dealing with parish and local government. The Parish enacted ordinances allowing the Parish to contract with outside legal counsel in matters not covered by a contract of insurance without the Attorney General's approval. Jefferson Parish Code of Ordinances, Ch. 2, Art. VII, Division 3.1, Sec. 2-927.2.

Accordingly, for the reasons set forth herein, the Defendants' exceptions of prematurity for non-compliance with La.R.S. 42:263 are denied.

IV. Exceptions of Vagueness and Non-Conformity of the Petition

This matter came for hearing before the Court on the Defendants' Exceptions of Vagueness and Ambiguity and Nonconformity with La.C.C.P. article 891. In ruling on these exceptions, the Court addresses the petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

La.C.C.P. article 891 provides in part that the petition "shall set forth the name, surname, and domicile of the parties; shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation." The dilatory exception of vagueness addresses the detailed sufficiency of the petition. *Roache v. Alpha Tech. Servs., Inc.*, 10-1086 (La. App. 5 Cir. 6/29/11), 71 So. 3d 520, 523, *writ denied*, 2011-1622 (La. 9/30/11), 71 So. 3d 294. The Court in *Spellman v. Disc. Zone Gas Station*, 07-496 (La. App. 5 Cir. 12/27/07), 975 So. 2d 44, 46, *writ denied*, 2008-0337 (La. 4/4/08), 978 So. 2d 328 stated that "[t]he purpose of the exception of vagueness is to place

the defendant on notice of the nature of the facts sought to be proved so as to enable him generally to prepare his defense, as well as additionally by a formal pleading to identify the cause of action so as to bar its future relitigation after determination by the present suit." *See Roache, id.* at 523. An exception of vagueness will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to be able to prepare its defense. *Spellman, id.* at 47.

The petitions in this matter do not give the required notice to the specific defendants of the necessary elements of the alleged actionable activity. *See Roache, id.* at 524. The petitions fail to identify which specific activities are at issue. The petitions allege permit violations and activities that were conducted without a permit when one was required and also identify particular wells and coastal use permits. However, the petitions do not sufficiently allege particular unlawful activities by the individual Defendants, including allegations of time and place. The petitions fail to state which activities of which Defendants were allegedly unlawful and the specific harm caused. There is no statement in the petitions of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation. The petitions do not enable defendants to prepare their defenses or identify the causes of action so as to bar future re-litigation.

The petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR") fail to fairly inform Defendants of the nature of the cause of action and fail to include sufficient particulars for Defendants to be able to prepare their defense. Accordingly, the Defendants' Dilatory Exceptions of Vagueness and Ambiguity and Non-Conformity With La.C.C.P. article 891 are sustained as to the petitions filed by Jefferson Parish, the Attorney General and LDNR.

Signed this 30 day of August, 2017, in Gretna, Louisiana.

CONED

JUDGE STEPHEN D. ENRIGHT, JR.

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24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION M**

SANDRA COUVILLON BORNE, JUDITH ROJAS KAGAY, WAYNE J. NOLAN, JEFFREY C. NOLAN, KEITH M. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, DOUGLAS G. NOLAN, IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, AND DAVID ROJAS NOLAN

VERSUS

CHEVRON U.S.A. HOLDINGS INC., STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C., ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO, L.P., AND BOPCO, L.P.

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FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this First Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

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3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own the following property located in Jefferson and Plaquemines Parishes in and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields:

JEFFERSON PARISH

1.) A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:
Those portions of Sec. 11, lying south of Sec.37;
Lots 1, 2, and 3 of Sec. 12;
Lots 2, 3, 4 and 5 and the West half of Sec. 13;
All of Sec. 14, south of Sec. 37;
All of Sec. 23;
All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and Dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor, should go due West 2 miles from this iron pipe

and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, corner of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast corner of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Erne Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16.-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

PLAQUEMINES PARISH

1.) A CERTAIN TRACT OR PARCEL OF LAND, situated in the Parish of Plaquemines, containing thirty-eight hundred (3800) acres, more or less, and being a portion of the upper or Northwestern portion of a larger tract of eleven thousand three hundred and forty-seven, eighty-two hundredths (11,347.82) acres, comprising sections, or parts of sections, 1, 2, 11, 12, 13, in township 17 S., R. 24 East, and sections, or parts of sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,

35, 36. and 39 in township 17 S.,.R. 25 East, Southeastern land District West of the Mississippi River, exclusive of certain rights of ways, sold by the Levee Board to Wilkinson, same being more particularly described, in accordance with the hereinafter referred to map of survey, as follows:

(a) BEGINNING at a point designated by the letter "C", which point is on the Parish line dividing the Parishes of Jefferson and Plaquemines, and which point is 80 arpents from the Mississippi River in township 17 S., R. 24 East, thence S. 12 degrees 30' E. 3030 ft. to the North Shore of Bayou Dupont, which point is designated by the letter "D", thence in an Easterly direction along the North shore of Bayou Dupont to a point, which point is on the dividing line of subdivision Lots No. 1 and 2, and designated by the letters "DD", thence North 38 degrees 00' W. along the line between lots 1 and 2 to the Section line dividing Government Sections 2 and 41, township 17 S., -R 24 E, point designated by the letters "CC", thence S 52 degrees W. 807.3 ft. to point of beginning. Said tract being Subdivision Lot No. 1.

(b) THENCE BEGINNING anew at. a point designated by the letters "GG", which point is S 3 degrees 10', 855.5 ft. from the 40 arpent line from the Mississippi River and on the Western boundary of a certain Right of Way deeded to Wilkinson by the Levee Board, which Right of Way boundary is one-half mile West of the Wilkinson Canal, thence due West along the line dividing Subdivision Lots 13 and 14 to the intersection of said line with the East bank of Bayou Des Fleurs, which point is designated by the letters "GGG", thence in a- Southerly direction along the East bank of Bayou Des Fleurs and Bayou Dupont to the point "E", which point is on the Northerly boundary of a certain Right of Way deeded by the Levee Board to Wilkinson, thence South 80 degrees East to the intersection of said Northerly boundary with the Western boundary of another Right of Way deeded to Wilkinson by the Levee Board, which Right of Way Western boundary, is one-half mile West of what is known as the Wilkinson Canal, which point of intersection is designated by the letter "F", thence North 30 degrees 10 minutes East along said Right of Way, 7226.5 ft. to the point of beginning.

(c) THENCE BEGINNING anew at a point designated by the letter "H", which point is on the East Bank of Bayou Dupont where the Southern boundary of a certain Right of Way, having a width of a five acres, deeded to Wilkinson by the Levee Board, intersects the East bank of the Bayou, thence, along the 80 degrees East to the point "I", which point is one-half mile distance from and on the West side of what is known as the Wilkinson Canal, thence South 29 degrees and 10 minutes East to the point "J", where said line intersects Bayou Trufant, thence along Bayou Trufant to point "K", which point is in the Western boundary of the certain Right of Way deeded to Wilkinson by the Levee Board, which has a width of five acres or 1043.35 feet; thence In a Southerly direction along the Western Boundary of said Right of Way to the point "LL"; thence South 45 degrees West to the dividing line of Sections 38 and 39 Township 17 S., R. 25 East, to the point designated by the letters "MM", thence due North along the line dividing Sections 38 and 39, also Sections 37 and 36 to the point "P", which point is the corner common to Sections 27, 28, 36 and 37 in Township 17 S., R. 25 East; thence due West along the Section line dividing Sections 27 and 37, 5280 ft. to point "Q", which point is on the left designating descending bank of Bayou Dupont; thence in a Northerly direction along Bayou Dupont to point "H", which is the point of beginning.

(d) THENCE BEGINNING anew at 'point "R", beginning the intersection of the Eastern boundary of the Right of Way of the Wilkinson Canal and one-half miles East of said Canal with the 40 arpent line from the Mississippi River; thence along the 40 arpent line South 46 degrees East 2001.4' to a point; thence South 48 degrees 30 minutes East 2047.3' to a point; thence South-59 degrees E. 3533.6' to a point, thence South 59 degrees 53 minutes East, 669.8 ft.; thence to point designated by the letters "SS"', thence South 45 degrees West to the Eastern boundary of the Wilkinson Right of Way, which has a width of 5 acres, which point is designated by the letters "TT";

thence in a Northerly direction along the said Right of Way to point "U" which point Is on the Bayou and is just below the intersection of Bayou Trufant and McCrutcheon; thence in a Northerly and Easterly direction along Bayou McCrutcheon to the Eastern boundary of the Right of Way of the Wilkinson Canal, which is one-half mile distance East from the Wilkinson Canal, which point is designated by the letter "V", thence North 3 degrees 10 minutes East along the Eastern boundary of the said Right of Way, which is one-half mile East of Wilkinson Canal, 7950 ft. to point "R" which I point of beginning.

All of which will more fully appear on certified map of survey by James S. Webb, Civil Engineer, dated November 6, 1925, and revised December 18, 1929, a copy of which said map is attached to and made part of previous Notarial acts of Sale which form part of this chain of title.

Of the property hereinabove described, that portion of the property hereinabove secondly described, bounded on the North by the dividing line of Subdivision Lots Nos. 13 and 14, and on the South by the Southern boundary line of Subdivisions Lots No. 15,and on the East by the Western boundary line of the Wilkinson Right of Way one-half mile from the Wilkinson Canal, and on the West by the Eastern banks of the Bayou Des Fleurs and Bayou Dupont, all included between the lines GG-GGG, GGG-W, W-Y, and Y-GG, shown on the above referred to map of survey, was acquired by Leon Rojas by purchasing from Hercules Georgnsis, as per act before Sumter D. Marks, Jr., Notary Public, dated April 1, 1927, Registered in C.O.B.64, Folio 340, of the Records of Plaquemines Parish, Louisiana, all of the remaining property hereinabove described was acquired by Leon Rojas by purchase from Robert Verret, as per Act before Jesse Chandler McGee, dated October 20, 1925, Registered in C.O.B. 62, Folio 198, of the Records of Plaquemines Parish, Louisiana.

LESS AND EXCEPT a tract of land containing approximately two hundred fifty-five (255) acres of land sold by Rojas-Adam Corporation of Delaware to Vincent Rojas as per act of sale registered in the offices of the Clerk of Court, Plaquemines Parish, Louisiana, in C.O.B. 118, Folio 186. Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666 Division "B", Civil District Court, Parish of Orleans, registered in COB 171, Folio 539, Parish of Plaquemines, as amended by the Judgment Nunc Pro Tunc of May 27, 1954, and registered in COB 175, Folio 295, Parish Clerk's Office, Parish of Plaquemines.

Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 64 Folio 340 of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

2.) A CERTAIN TRACT OF LAND, situated in the Southeastern Land District of Louisiana, West of Mississippi River in the Parish of Plaquemines, La., and described as the North West one-quarter (NW1/4) of Section 37 in Township Seventeen (17) South Range Twenty- five (25) East, containing one hundred and twelve and twenty-three hundredths (112.23) acres; the South West one-quarter (SW1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (25) East, containing One Hundred and Thirty-five and Seventy-One hundredths (135.71) acres; the South East one-quarter (SE1/4) of Section 37, Township Seventeen (17) South Range Twenty-five (25)1 East, containing One Hundred and Thirty-one and Forty-six hundredths (131.46) acres; and the North East one-quarter (NE1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (.25) East, containing One Hundred and Sixty (160) acres, totaling in all Five Hundred Thirty-nine and forty hundredths (539.40) acres, all as per plan or sketch made by H. E. Landry, C.E. & Surveyor, bearing date of New Orleans, La. Nov. 22nd, 1941, which Is certified correct in conformity with survey of Frank T. Payne, C.E. of date Feb. 27th, 1922; corrected as of date Oct. 31st, 1942, by the said H. E. Landry, C.E. & Surveyor, and traced for showing Subdivisions of Section 37, T. 17 S. R. 25 East, etc., by E. M. Ivey, Registered C.E. on March 11, 1943.

LESS AND EXCEPT all minerals and mineral rights which are reserved to the Board of Commissioners, Lafourche Basin Levee District in accordance with the provisions of the Louisiana Constitution of 1921. Art. IV, Sec. 2, and the laws and jurisprudence affecting the sale of public lands.

Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered In C.O.B. 171, Folio 539, Parish of Plaquemines, as amended by Judgment Nunc Pro Tunc of May 27th, 1954, and registered in C.O.B. 175, Folio 295., Parish Clerk's Office, Parish of Plaquemines, and further amended by Judgment Nunc Pro Tunc in the aforesaid proceedings, dated October 29, 1969, Registered in C.O.B. 342, Folio 181, Clerk's Office, Parish of Plaquemines. Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB, folio of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in COB 709, Folio 914, Parish of Jefferson and registered n COB 345, Folio 202, Parish of Plaquemines.

JEFFERSON AND/OR PLAQUEMINES PARISHES

1.) ALL THAT CERTAIN TRACT OR PORTION OF LAND, situated in either or both Parishes of Plaquemines and Jefferson, and in the State of Louisiana, designated as all of that portion of Section 37, lying South of the South line of Section 24 and West of Bayou Dupont, in T. 17 S. R. 24E, containing 22.35 acres, more or less; and,

ALSO that portion of Section 47, lying North of Round Lake in T 17 S. R. 25 East, containing 105.96 acres, more or less, all located In the Southeastern Land District of Louisiana, West of the Mississippi River; all as is more fully shown by a sketch and or plan designated "Sketch showing the survey of part of Section 37, T. 17 S. R. 24 East, and part of Section 47, T. 17 S. R. 25 East, certified correct in conformity with survey of Frank R. Payne, C.E., of date, February 27, 1922, New Orleans, LA. November 22nd, 1941, signed by H. E. Landry, C.E., Note: corrected as of date October 31st, 1942, signed H. E. Landry, C.E., traced for

showing Subdivision of Section 37, T. 17 S., R. 25 East. Portion of East Section 47, protracted and computed, dated March 11, 1943, signed E. M. Ivy, Reg. C.E.

Being the same property acquired by the Decedent in the Succession of Leon Rojas, Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered in COB 175, Polio 297, Parish of Plaquemines, La., and in COB 357, Folio 682, Parish of Jefferson.

Also being the same property acquired by the Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 358, folio 585 of the Jefferson Parish Conveyance Records and in COB ____, FOLIO____, of the Plaquemines Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard registered in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

13.

Made defendants are the following parties:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E&P Inc., Texaco Inc., and The Texas Company;**

b. **STONE ENERGY CORPORATION** is a foreign corporation having its principal place of business in Louisiana;

c. **HILCORP ENERGY COMPANY** is a foreign corporation having its principal place of business in Texas;

d. **CHEVRON U.S.A. INC.** is a foreign corporation having its principal place of business in California. Chevron U.S.A. Inc. is named as successor in interest to **The California Company;**

e. **THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C.** is a foreign corporation having its principal place of business in Texas. The Louisiana Land and Exploration Company *LLC* is named as successor in interest to **The Louisiana Land and Exploration Company;**

f. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield;**

g. **EXXON MOBIL CORPORATION** is a foreign corporation having its principal place of business in Texas. Exxon Mobil Corporation is named as successor in interest to **Exxon Corporation** and **Humble Oil & Refining Co.**;

h. **SHELL OIL COMPANY** is a foreign corporation having its principal place of business in Texas;

i. **BP AMERICA PRODUCTION COMPANY** is a foreign corporation having its principal place of business in Texas.. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Production Company**;

j. **BEPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BEPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass**, and **Perry R. Bass, Inc.**; and

k. **BOPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BOPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass**, and **Perry R. Bass, Inc.**

VENUE

14.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained primarily, in Jefferson Parish.

15.

JEFFERSON PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUIT *THE PARISH OF JEFFERSON V. CHEVRON U.S.A. HOLDINGS INC., ET AL.*, DOCKET 732-769, DIVISION P (24TH JDC) (FILED NOV. 11, 2013)

The Parish of Jefferson has found the following violations by the Defendants herein as alleged by the Parish in the lawsuit *The Parish of Jefferson v. Chevron U.S.A. Holdings Inc., et al.*, Docket 732-769, Division P (24th JDC) (Filed Nov. 11, 2013). Plaintiffs' Property is located within and adjacent to the "Operational Area" defined in the above referenced Parish lawsuit and as depicted in the Parish lawsuit (their Exhibit B) attached hereto as **Exhibit A**. The subparts

below, "a" through "v", include the findings of the Parish, as alleged the Parish's Petition for Damages to the Jefferson Parish Costal Zone ("Parish Petition") as follows:

a.

> In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Lafitte and Three Bayou Bay Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish.
>
> ...
>
> In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. [Parish Petition ¶ 3].

b.

> The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, *develop*, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1). [Parish Petition ¶ 4].

c.

> Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5)...The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone...." The term "*coastal waters*" *includes* "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4). [Parish Petition ¶ 5].

d.

> The Operational Area is located in Jefferson Parish and within the Coastal Zone, *and therefore certain activities within the Operational Area are governed by the* CZM Laws. [Parish Petition ¶ 6].

e.

> The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." ... The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone *which has a direct and significant impact on coastal waters.*" [Parish Petition ¶ 7].

f.

> Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.* [Parish Petition ¶ 14].

g.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M. [Parish Petition ¶ 16].

h.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43.I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of the Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws. [Parish Petition ¶ 17].

i.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable. [Parish Petition ¶ 18].

j.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. ... The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed [.][Parish Petition ¶ 19].

k.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). [Parish Petition ¶ 20].

l.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D. [Parish Petition ¶ 21].

m.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal

Zone, for which Defendants are liable under the CZM Laws. [Parish Petition ¶ 22].

n.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein. [Parish Petition ¶ 23].

o.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for

their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36. [Parish Petition ¶ 24].

p.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M. [Parish Petition ¶ 25].

q.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

"It is the policy of the coastal resources program to avoid the following adverse impacts . . . :

(4) alterations in the natural concentration of oxygen in coastal waters;
(5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

***

(8) detrimental changes in existing salinity regimes;
(9) detrimental changes in littoral and sediment transport processes;

***

(13) discharges of pathogens or toxic substances into coastal waters;

***

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

***

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;
(19) land loss, erosion, and subsidence;
(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;
(21) reduction in the long term biological productivity of the coastal ecosystem.

[Parish Petition ¶ 26].

r.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs." [Parish Petition ¶ 27].

s.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities. [Parish Petition ¶ 28].

t.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission. [Parish Petition ¶ 29].

u.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations. [Parish Petition ¶ 30].

v.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area. [Parish Petition ¶ 31].

PLAINTIFFS' ALLEGATIONS

16.

Based upon the foregoing findings by the Parish of Jefferson, particularly Defendants' activities in the Lafitte and Three Bayou Bay Oil and Gas Fields, the Plaintiffs herein allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property. This land loss is caused when the activities described above present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands. For the purposes of the Plaintiffs herein, the "Operational Area" comprises the area in and around Lafitte and Three Bayou Bay Oil and Gas Fields. A list of Defendants' relevant wells is attached as **Exhibit B**. A list of Defendants' relevant Coastal Use Permits is attached as **Exhibit C**. Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit. Further, to the extent some of Defendants acts and omissions were allowed by permit, this does not absolve the Defendants of liability to the Plaintiffs. The Defendants' well operations (and related operations, such as dredging, waste disposal, and transportation of product and waste) and Coastal Use Permit activities (and activities beyond the scope of those permits) could have been conducted in a way that did not destroy the Plaintiffs' Property because there were reasonably prudent alternatives that would have prevented the damage done to Plaintiffs' Property.

17.

Defendants' acts and omissions include the acts and omissions as listed above in the Parish Petition, and also include: (1) failure to follow the standard of care under the regulatory structure, (2) failure to follow express and implied obligations under the permits, (3) failure to use reasonably prudent operational techniques, (4) failure to prevent unreasonable alterations to the surrounding land and marsh, (5) failure to use reasonably prudent waste disposal techniques, and (6) failure to use reasonably feasible alternative methods. For example, Defendants failed to

backfill the canals upon the drilling of the wells, failed to use injection wells, failed to use overmarsh vehicles, failed to use proper spoil bank mitigation and maintenance, and failed to manage canals prudently.

18.

Plaintiffs did not have actual or constructive knowledge of the damages caused by defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

19.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

20.

Defendants knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Defendants had a duty to protect the Plaintiffs and Plaintiffs' Property from these effects. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

21.

Each of the Defendants' past and continuing acts and omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around the Operational Area, in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' respective activities at issue in this action.

22.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts and/or omissions. The Plaintiffs are entitled to injunctive relief in the form of

abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

23.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 2: STRICT LIABILITY

24.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

25.

Defendants are strictly liable for their operations that occurred prior to April 16, 1996. Defendants have, or have had, ownership, care, custody, and garde of the canals, and other oil and gas facilities in the Operational Area and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

26.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior coastal lands with increasing volume and velocity, and have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, including the Plaintiffs' Property.

27.

Defendants had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Defendants had, and have, a legal relationship to the property, comprising rights and duties.

28.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' Property.

29.

Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he can not make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Defendants are liable to Plaintiffs because Defendants' acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' Property, and such work has caused damage to Plaintiffs' Property.

30.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Defendants are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." The Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived the Plaintiffs of enjoyment of their land and caused damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

31.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Defendants are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' Property as caused by Defendants' network and physical elements of oil and gas

exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

32.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 3: PUBLIC NUISANCE

33.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

34.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, constituting an unreasonable interference with the health, safety, property, peace, and/or comfort of southeast Louisiana communities as those acts and/or omissions have, and continue to, expose those communities to increased storm surge risk.

35.

Defendants failed to use reasonably prudent operational techniques, failed to prevent unreasonable alterations to the surrounding land and marsh, failed to use reasonably prudent waste disposal techniques, and failed to use reasonably feasible alternative methods to fulfill their purpose without damaging neighboring lands. Defendants' acts and omissions created a hazardous condition affecting the Plaintiffs. Defendants could reasonably foresee that damage would ensue on neighboring properties as a result of their acts and omissions and their decisions not to mitigate the effects of their operations. The harm, inconvenience, and damage materially

interfere with the Plaintiffs' rights to enjoy their property. The damage caused by Defendants is an unreasonable intrusion into the lives of the neighboring Plaintiffs.

36.

That unreasonable interference has been and continues to be a proximate cause of particularized damage to Plaintiffs' Property in the form of the value of land directly lost and the value of economic and life activities attendant to that lost land. This damage is different in kind than that sustained by the public at large.

37.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

38.

That unreasonable interference is continuing to produce adverse effects.

39.

That unreasonable interference is known or knowable by Defendants.

40.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

41.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 4: PRIVATE NUISANCE

42.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

43.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around the Operational Area, all in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

44.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq.*

45.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care.

46.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

47.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 5: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

48.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

49.

The express and implied obligations and duties contained in the coastal use permits ("CUPs") identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property, and that Defendants take affirmative protective actions and prohibit other actions with detrimental effects in and around the Operational Area.

50.

Provisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs. Accordingly, those provisions afford Plaintiffs third-party beneficiary status.

51.

Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action.

52.

Accordingly, Defendants are in continuing breach of those obligations and duties such that Defendants are bound to redress the damages caused by their breach and sustained by the Plaintiffs. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration

activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

53.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

CUMULATIVE IMPACTS AND REMEDY

54.

The Defendants' operations have caused cumulative and collective impacts to the Plaintiffs' Property. These cumulative and collective impacts resulted in common injury to Plaintiffs' Property, including the altered hydrology, saltwater intrusion, loss of vegetation and resulting land loss. As previously stated, Plaintiffs' Property lies within and adjacent to the Operational Area defined by the Parish lawsuit. The Defendants' network of oil and gas exploration production and transportation facilities, equipment, wells, and other related structures, and canals and spoil banks helped introduce and continue to introduce corrosive saltwater and other substances to this particular geographic area. Thus, there is a community of interest among the Defendants. The Defendants' damages to the Plaintiffs' Property are commingled and indistinguishable from one another. The required remedies for the damages are the result of all of the Defendants' actions and omissions. The combined effects of these operations have caused cumulative impacts to the Operational Area and Plaintiffs' Property.

55.

The only feasible and practical outcome here is restoration to the area as a whole. Defendants' damages to Plaintiffs' Property involve the same factual and legal issues in terms of the historical oil and gas operations in the area and their cumulative detriments.

56.

All of the Defendants named herein are jointly and solidarily liable for the damage to the Plaintiffs' Property.

57.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Defendants finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
Fishman, Haygood, Phelps, Walmsley Willis & Swanson, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

PLEASE HOLD SERVICE

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ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED

AUG 16 2019

DEPUTY CLERK

FILED: _____

DEPUTY CLERK

HILCORP ENERGY COMPANY'S MEMORANDUM IN SUPPORT OF DILATORY AND PEREMPTORY EXCEPTIONS

Defendant Hilcorp Energy Company ("Hilcorp") submits this memorandum in support of its dilatory and peremptory exceptions.

INTRODUCTION AND FACTUAL BACKGROUND

Plaintiffs filed this case in state court on November 10, 2014. On February 6, 2015, Plaintiffs filed the First Supplemental and Amending Petition for Damages ("Petition"), which is the active pleading in the case.[1] Plaintiffs allege causes of action for negligence, strict liability, public and private nuisance, and breach of contract (on a third party beneficiary theory) against nine oil and gas companies. Plaintiffs' Petition incorporates wholesale the allegations made by Plaquemines Parish ("Parish") in a permit enforcement lawsuit in which the Parish is pursuing statutory claims under Louisiana's State and Local Coastal Resources Management Act ("SLCRMA"). *See Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Nov. 8, 2013); No. 18-05210 (E.D. La.) (stayed) ("*Hilcorp Parish*" or "*Hilcorp Parish Case*").[2]

Plaintiffs borrow their factual allegations verbatim from the petition in *Hilcorp Parish*. Plaintiffs' core contention is that Defendants' alleged permit violations caused land loss and other harm to their property. In particular, Plaintiffs "allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the

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[2] Exhibit H-1, Petition for Damages to the Plaquemines Parish Coastal Zone, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Nov. 8, 2013). The Parish Case was removed to the Eastern District of Louisiana on May 29, 2018 and stayed on June 15, 2018.

hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence—leading to land loss, increased risk of land loss and storm surge, and other damage to Plaintiffs' Property." Pet. at ¶ 11. In turn, Plaintiffs allege that "land loss is caused when the [alleged] activities . . . present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands." *Id.*

Exhibit C to Plaintiffs' Petition identifies 132 Coastal Use Permit ("CUP") files, all from the State of Louisiana's Department of Natural Resources ("DNR"), relating to activities that allegedly harmed Plaintiffs' properties. Pet. at ¶ 11 & Exhibit C. Plaintiffs attempt to "enforce" these CUPs via causes of action for negligence, strict liability, public and private nuisance, and breach of contract under a third party beneficiary theory. Pet. at ¶¶ 14-48. Plaintiffs seek money damages and sweeping injunctive relief, including "restoration of the coastal land loss at issue" and "all manner of abatement and restoration activities determined to be appropriate." *Id.*, "Prayer for Relief."

In Count 5 of the Petition, Plaintiffs accuse the Defendants of breaching the terms and conditions of the CUPs listed in Exhibit C. *See id.* at ¶¶ 43-48 & Exhibit C. Plaintiffs allege that "[t]he express and implied obligations and duties contained in the coastal use permits . . . identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property." *Id.* at ¶ 44. Plaintiffs contend that they are third-party beneficiaries of the CUPs in Exhibit C because "[p]rovisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs." *Id.* at ¶ 45. Plaintiffs do not identify the "provisions" or the "regulatory framework" they say confer on them third-party beneficiary status. The CUP files identified in Exhibit C do not mention Plaintiffs or otherwise state an intent to benefit Plaintiffs.

Plaintiffs then allege the "Defendants' acts and/or omissions . . . constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto . . . ." *Id.* at ¶ 46. Plaintiffs do not identify which "express and implied obligations and duties" Hilcorp allegedly violated (or even which specific permits allegedly were violated).

Plaintiffs allege that, because all Defendants' "operations have caused cumulative and collective impacts to the Plaintiffs' Property . . . [t]he only feasible and practical outcome . . . is restoration to the area as a whole." *Id.* at ¶¶49-50.

Plaintiffs' Petition and the *Hilcorp Parish* Petition contain the same vague allegations asserted in *Parish of Plaquemines v. Rozel Operating Co.*[3] In response to the *Rozel* defendants' exceptions of vagueness, this Court ordered the Parish of Plaquemines to amend its petition to cure its deficiencies, finding that the petition was "vague and factually deficient," and that Louisiana law does not permit Plaquemines Parish to "lump the various defendants together."[4] This Court later applied its *Rozel* ruling in *Hilcorp Parish*, ordering Plaquemines Parish to amend its impermissibly vague petition in that case as well.[5]

Further, like Plaintiffs in this case, plaintiffs in similar lawsuits pending in the 24th Judicial District Court copied and pasted the same vague allegations into their petitions. The presiding judges in those cases, Judge Sullivan and Judge Enright, both held the allegations in those petitions, which mirror the allegations in Plaintiffs' Petition in this case, to be impermissibly vague. In *Borne v. Chevron U.S.A. Holdings, Inc.*,[6] Judge Sullivan ordered the landowner plaintiffs to replead their claims with specificity in order to comply with the Louisiana Code of Civil Procedure.[7] Upon repleading in *Borne*, the plaintiffs dismissed their third-party beneficiary breach of contract claim and nine of the eleven defendants.[8] In *Parish of Jefferson v. Atlantic Richfield Company* ("*Jefferson Parish Case*"), Judge Enright also found Jefferson Parish's Petition failed to "sufficiently allege particular unlawful activities by the individual [d]efendants," and failed to state which defendants' activities "were allegedly unlawful and the specific harm caused."[9]

Plaintiffs' Petition suffers from the same deficiencies as the petitions in *Rozel*, *Hilcorp Parish*, *Borne*, and the *Jefferson Parish Case*. Like those defective petitions, Plaintiffs' Petition

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3 Exhibit C-1, Petition for Damages to the Plaquemines Parish Coastal Zone, *Par. of Plaquemines v. Rozel Operating Co.*, No. 60-996, Div. B (25th JDC) ("*Rozel* Petition").

4 Exhibit C-2, March 20, 2017 Reasons for Judgment, *Rozel*, p. 3; *see also* Exhibit C-3, March 20, 2017 Judgment, *Rozel Case*.

5 Exhibit H-2, Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Mar. 13, 2018).

6 No. 744-218, Div. M. (24th JDC). Exhibit B-1, First Supplemental and Amending Petition for Damages, *Borne v. Chevron U.S.A. Holdings, Inc.*

7 Exhibit B-2, December 7, 2016 Hearing Tr. 48, *Borne v. Chevron U.S.A. Holdings Inc.*; *see also* Exhibit B-3, January 19, 2017 Order, *Borne v. Chevron U.S.A. Holdings Inc.*

8 Exhibit B-4, Second Supplemental and Amending Petition, *Borne v. Chevron U.S.A. Holdings Inc.*

9 Exhibit A-3, Reasons for Judgment, *Par. of Jefferson v. Atl. Richfield Co.*, No. 732-768, Div. N (24th JDC) (emphasis added). Exhibit A-2, August 30, 2017 Judgment, *Par. of Jefferson v. Atl. Richfield Co.*

is impermissibly vague and does not conform to Louisiana's pleading requirements. Defendants should not be required to respond to the Petition as currently pled.

LAW & ARGUMENT

I. DILATORY EXCEPTION OF VAGUENESS AND AMBIGUITY, AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

The exception of vagueness has two primary purposes. First, it "compel[s] the plaintiff to amplify and make more definite his claim in order that [the] defendant may properly prepare his defense." *City of Gretna v. Gulf Distilling Corp.*, 21 So. 2d 884, 889 (La. 1945). Second, it enables the defendant to identify the cause of action so as to bar the future re-litigation of that cause. *Roache v. Alpha Tech. Servs., Inc.*, 2010-1086, p. 6 (La. App. 5 Cir. 6/29/11); 71 So. 3d 520, 523.

Louisiana Code of Civil Procedure article 891 requires a petition "contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891. Moreover, according to Article 891, a petition must, where applicable, comply with the requirements of Articles 855 through 861. Louisiana Code of Civil Procedure article 860 specifically states that "allegations of time and place are material and shall be considered as all other allegations of material matter." La. Code Civ. Proc. art. 860.

Plaintiffs' Petition fails to meet these requirements.

A. Louisiana law requires Plaintiffs to plead facts in support of their allegations.

To the extent unexplained lists of wells and permit files attached to a petition can be considered factual allegations—which they cannot—such allegations are far too vague and ambiguous to meet the most basic pleading requirements of Louisiana law. This is especially true where, as here, Plaintiffs do *not* contend that all or any of the listed wells or permit files represent improper conduct or otherwise form a part of the factual basis for this lawsuit. Code of Civil Procedure Article 891 requires a petition "contain a short, clear, and concise statement of all causes of action arising out of, *and of the material facts of,* the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891 (emphasis added). Louisiana law thus requires fact pleading. *See* La. Code Civ. Proc. arts. 860 & 891.

When a petition does not allege the factual basis of the claims against each defendant individually, the petition is improperly vague and ambiguous. *Spell v. Exec. Officers, Dirs. and/or S'holders of P&W Indus., Inc.*, 316 So. 2d 474, 476 (La. App. 1st Cir. 1975). Because the

Petition here does not plead the "material facts of the transaction or occurrence that is the subject matter of the litigation," it falls woefully short of Louisiana pleading standards. *See, e.g., Smart v. Gold, Weems, Bruser, Sues & Rundell*, 2006-1414, p. 5–6 (La. App. 3 Cir. 4/4/07); 955 So. 2d 263, 267.

B. The Petition does not plead the material facts of the alleged unlawful activities.

The deficiencies in Plaintiffs' Petition originate in an earlier lawsuit filed by Plaquemines Parish against these same Defendants. On November 8, 2013, the Parish filed an enforcement action, *Parish of Plaquemines v. Hilcorp Energy Company*, alleging that various oil and gas companies violated coastal use permitting laws within an arbitrarily drawn "Operational Area." Exhibit H-1. In 2014, Plaintiffs—who claim to own land in the same "Operational Area"—filed this tort and contract lawsuit, adopting the Parish's factual allegations in *Hilcorp Parish*.

As explained below, the underlying petition in *Hilcorp Parish* was itself woefully deficient under Civil Procedure article 891. It accused the defendants, vaguely and *en masse*, of violating permitting laws in the conduct of their operations. As support for its claims, the Parish listed a multitude of permit files and wells in exhibits to the petition. But the petition in *Hilcorp Parish* did not identify any specific act by any specific defendant. The exhibits attached to the *Hilcorp Parish* Petition shed no light on the Parish's allegations because the Parish did not identify a single alleged permit violation or alleged unlawful activity. For that matter, the Parish's Petition did not even allege the listed permit files and wells represented violations—the Parish did not identify any violations at all. *See* Exhibit H-1.

When the Plaintiffs-Landowners here decided to file their own lawsuit, they copied and pasted 22 paragraphs from the *Hilcorp Parish* Petition into their Petition and then alleged as follows: "[b]ased upon the foregoing findings by the Parish of Plaquemines . . . Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area . . . leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property." Pet. at ¶ 11. Plaintiffs attached two exhibits listing "Relevant Oil and Gas Wells Operated by Defendants and their Predecessors" (*id.*, Exh. B), and "Coastal Use Permits" (*id.*, Exh. C). *Id.* at ¶ 11. How these wells and permits are factually "relevant" is unclear. Plaintiffs' Petition states only that "Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The

operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit." *Id.*

The only purported "facts" underlying Plaintiffs' lawsuit—the copied-and-pasted paragraphs from the *Hilcorp Parish* Petition and the laundry-list exhibits of wells and CUP files—do not tell Defendants anything about which of their activities are being challenged as illegal. Like the petition in *Hilcorp Parish*, Plaintiffs' Petition here suffers from multiple core deficiencies:

- Plaintiffs' Petition does not identify *even one* CUP that has allegedly been violated.
- Plaintiffs' Petition does not identify *even one* specific activity that has been conducted without a CUP where one was required.
- Plaintiffs' Petition accuses Defendants as an undifferentiated group, without identifying any alleged violations by individual Defendants.
- Plaintiffs' Petition does not specify when in the past century the alleged violations occurred.
- Plaintiffs' Petition does not identify any specific harm Plaintiffs have suffered from the alleged violations.

Such lacking allegations of fact do not meet the requirements of article 891 under any circumstances.

C. The purported allegations against Hilcorp are minimal and ill defined.

Plaintiffs' allegations against Hilcorp are particularly deficient. Plaintiffs do not identify a single activity that Hilcorp is accused of having conducted improperly. Plaintiffs attached a list of 586 serial numbers for oil and gas wells to their Petition. Plaintiffs' Petition never identifies any specific act by Hilcorp which caused them damages, nor do they identify where or when the alleged acts (or omissions) occurred. What's more, Plaintiffs do not say which, if any, of these wells allegedly constitute or even relate to unlawful activity. Further, Plaintiffs do not identify which of the wells are located on Plaintiffs' property. Plaintiffs' general statement that "operation of these wells and oilfield activities caused damage and land loss that was not permitted by law or permit" does not satisfy Louisiana's pleading requirements. Pet. at ¶ 11.

Moreover, while Exhibit C lists 132 CUP files, Plaintiffs do not identify which of those permits are relevant to each property at issue in this suit. Plaintiffs likewise do not set forth even one alleged violation of the 132 CUPs listed in the Petition, nor do they connect any act (or omission) by a Defendant to any CUP which allegedly caused injury to Plaintiffs. Rather, Plaintiffs' Petition states that Defendants "operated expansive oil and gas facilities *pursuant to*

Coastal Use Permits listed in Exhibit C." Pet. at ¶ 11 (emphasis added). Plaintiffs' Petition fails to set forth how Defendants are liable to Plaintiffs when they were operating *pursuant* to the CUPs issued by the State of Louisiana. Further, the Louisiana Department of Natural Resources is tasked with enforcing CUPs, and violations are maintained in a publically accessible database by the Department of Natural Resources.[10] Plaintiffs have not identified one enforcement action taken by the Department of Natural Resources related to any of the CUPs listed in Exhibit C to their Petition.

Overall, Plaintiffs have not given Hilcorp any factual information about which activities are alleged to be unlawful. Hilcorp is left to guess how it might be liable for the supposed breaches of CUPs, or for damages to Plaintiffs' property caused by operations elsewhere. Plaintiffs' bare-bones allegations do not come close to stating critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache*, 71 So. 3d at 524 ("[W]e find the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a time period of forty-six years, do not meet the requirements of La. C.C.P. art. 891.").

Finally, Plaintiffs cannot escape Louisiana's fact-pleading requirement by alleging environmental damage or solidary liability. In analogous cases involving claims of solidary liability for property damage from historical oil and gas operations, courts have sustained vagueness exceptions where, as here, the plaintiffs failed to make particularized allegations.[11] For example, this Court, in *Alford v. Chevron U.S.A. Inc.*, reviewed a petition involving claims of property damage and contamination from oil and gas operations. *See* Exhibit D. Although the *Alford* plaintiffs attached encyclopedic exhibits to their petition, the exhibits did not reveal the factual allegations against the individual defendants. For that reason, this Court found that Alford's Petition was "not a short, clear and concise statement of the causes of action being

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[10] The Louisiana Department of Natural Resources, Office of Coastal Management Division maintains a database that allows the general public to search for and view any enforcement action taken with regard to any CUP issued by the Louisiana Department of Natural Resources. *See* http://reports.dnr.state.la.us/sonris/cmdEnforcement.jsp?sid=PROD. Pursuant to Louisiana Code of Evidence 201, the Court may take judicial notice of the facts set forth in the Office of Coastal Management Division's enforcement database. La. R. Evid. 201; *Welch v. Planning & Zoning Comm'n of E. Baton Rouge Par.*, 16-0253, p. 14 (La. App. 1 Cir. 4/26/17); 220 So. 3d 60, 68; *Phi Iota Alpha Fraternity, Inc. v. Schedler*, 14-1620, p. 8, n.3 (La. App. 1 Cir. 9/21/15); 182 So. 3d 998, 1003 n.3; *State v. Carpenter*, 00–436, pp. 7–8 (La. App. 3 Cir. 10/18/00); 772 So. 2d 200, 206 (Pursuant to Louisiana Rule of Evidence 201(B)(2) a court may take judicial notice of information maintained on a government website as it is deemed facts which are accurate and readily determinable from sources whose accuracy cannot be reasonably questioned).

[11] *See, e.g., Alford v. Chevron U.S.A., Inc.* (Judge Clement, 25th Judicial District Court) (Exhibit "D" hereto); *Devillier v. Chevron U.S.A. Inc.* (Judge Harris, 27th Judicial District Court) (Exhibit "E" hereto); *Conner v. Adams Resources Exploration Corp.* (Judge Hebert, sitting *ad hoc*, 31st Judicial District Court) (Exhibit "F" hereto).

asserted." *Id.* at 3. This Court noted that the "*sheer volume of the documents attached to the petition makes it nearly impossible . . . for the individual defendants to discern the factual basis for the causes of action being asserted against them.*" *Id.* (emphasis added). In particular, the Court found the petition deficient because it "assert[ed] causes of action against the defendants collectively without differentiating the factual basis [of] the allegations against each defendant individually." *Id.* This Court thus granted the exception of vagueness and ordered plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. *Id.*; *see also*, e.g., *Devillier v. Chevron U.S.A. Inc.*, Exhibit E, at p. 2 (sustaining vagueness exception and ordering plaintiffs to identify, among other things, specific acts by specific defendants causing specific harm and to specify facts giving rise to defendants' individual liability, including relevant time and locations); *Conner v. Adams Resources Exploration Corp.*, Exhibit F (granting vagueness exception and ordering plaintiffs to specify the nature of the alleged contamination and its source, identify specifically the complained-of activities of each defendant, and allege how each contract attached to the petition was breached).

D. Plaintiffs' Petition suffers from the same impermissibly vague allegations as the petitions in the *Rozel*, *Hilcorp Parish*, *Borne*, and *Jefferson Parish cases*.

Plaintiffs' Petition duplicates the same vague allegations set forth by Plaquemines Parish in the *Rozel* and *Hilcorp Parish* Petitions.[12] This Court ruled there that these allegations were impermissibly vague and failed to conform to Louisiana's pleading requirements:

> The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant.[13]

Judge Sullivan in the 24th Judicial District Court, when presented with materially identical allegations as those in Plaintiffs' Petition in this action, also held such allegations did not satisfy Louisiana's pleading requirements. On January 19, 2017, Judge Sullivan granted the defendants' exception of vagueness in *Borne*.[14] Exhibit B-3. In *Borne*, the plaintiffs—represented by the same counsel as Plaintiffs here—copied and pasted allegations set forth by Jefferson Parish in the *Jefferson Parish Case* to enforce CUPs allegedly violated by various

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[12] *Compare* Petition ¶¶ 10(a)-v with Exhibit C-1 *Rozel* Petition ¶¶ 3-7, 14, 16-31 and Exhibit H, *Hilcorp* Pet. at ¶¶ 3-7, 14, 16-31.

[13] Exhibit C-2, p. 3, March 20, 2017, Reasons for Judgment, *Rozel*; *see* Exhibit H-2, Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Mar. 13, 2018).

[14] Exhibit B-2, January 19, 2017 Order, *Borne v. Chevron U.S.A. Holdings, Inc.* (granting Dilatory Exceptions of Vagueness, Ambiguity of the Petition, and Non-Conformity of the Petition with La. C. Civ. P. art. 891).

defendants. *See* Exhibit B-1, *Borne* Pet. at ¶¶ 15(a)-(v).[15] Plaintiffs here assert the same causes of action against Defendants as the *Borne* plaintiffs: (1) negligence; (2) strict liability; (3) public nuisance; (4) private nuisance; and (5) breach of contract – third party beneficiary. *Id.*

In *Borne*, the defendants raised the dilatory exception of vagueness, ambiguity, and nonconformity of the petition with article 891 of the Louisiana Code of Civil Procedure. At the hearing on the exception, Judge Sullivan found the case was a "complicated matter with a number of allegations made against a number of Defendants." Exhibit B-2 at 48. He granted the exception, stating "**Article 891 does require more specificity with regard to the particular Defendants.**" *Id.* (emphasis added). In response, the plaintiffs amended their petition in *Borne*, and the result barely resembled the original petition.[16] The property description changed, nine of the eleven defendants were no longer named in the suit, a large number of wells were deleted, and the third party beneficiary claim was dropped.

After this Court's ruling in *Rozel* and Judge Sullivan's ruling in *Borne*, Judge Enright, granted the defendants' exceptions of vagueness and nonconformity with article 891 in the *Jefferson Parish Case.*[17] Judge Enright found the allegations in Jefferson Parish's Petition, which are virtually identical to the allegations in the *Rozel*, *Hilcorp Parish*, and *Borne* Petitions and Plaintiffs' Petition in this lawsuit, failed to identify particular unlawful activities by each defendant and the specific harm allegedly caused by each defendant's actions. These deficiencies prevented the defendants from identifying the causes of action and preparing their defenses:

> The petitions[18] in this matter do not give the required notice to the specific defendants of the necessary elements of the alleged actionable activity. The petitions fail to identify which specific activities are at issue. The petitions allege permit violations and activities that were conducted without a permit when one was required and also identify particular wells and coastal use permits. However, ***the petitions do not sufficiently allege particular unlawful activities by the individual Defendants, including allegations of time and place. The petitions fail to state which activities of which Defendants were allegedly unlawful and the specific harm caused.*** There is no statement in the petitions of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation. ***The petitions do not enable defendants***

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15 *Compare* Pet. at ¶¶ 10(a)-v with Exhibit B-1, *Borne* Pet. at ¶¶ 15(a)-v.

16 Exhibit B-4, Second Supplemental and Amending Petition, *Borne v. Chevron U.S.A. Holdings Inc.*,

17 Exhibit A-2, August 30, 2017 Judgment, *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768, Div. N (24th JDC) (citation omitted).

18 The Louisiana Attorney General and the Louisiana Department of Natural Resources, Office of Coastal Management, intervened on behalf of the State of Louisiana in the Parish Case.

to prepare their defenses or identify the causes of action so as to bar future re-litigation.[19]

Plaintiffs' Petition relies on the same allegations as *Rozel*, *Hilcorp Parish*, *Borne*, and the *Jefferson Parish Case* petitions —allegations that this Court, Judge Sullivan, and Judge Enright previously held were vague and did not satisfy Louisiana's pleading requirements. Plaintiffs' Petition suffers from the same deficiencies as those petitions:

- All three petitions allege that certain of Defendants' activities violated SLCRMA and caused damages in the Coastal Zone, but never state which activities violated specific permits, when and where these activities occurred in the Operational Area, or what damage was caused by each alleged violation. *See* Plaintiffs' Pet. at ¶ 15(a), *Rozel* Pet. at ¶ 3, *Hilcorp Parish* Pet. at ¶ 3, *Borne* Pet. at ¶ 15(a), *Jefferson Parish Case* Pet. at ¶ 3.

- All three petitions allege the "Defendants have engaged in uses[20] of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et. seq.*," but never state which activities Defendants engaged in that constituted a "use" under SLCRMA, nor do they state the date and location of each alleged violation of SLCRMA. Plaintiffs' Pet. at ¶ 15(f), *Rozel* Pet. at ¶ 14, *Hilcorp Parish* Pet. at ¶ 14, *Borne* Pet. at ¶ 15(f), *Jefferson Parish Case* Pet. at ¶ 17.

- The petitions allege that Defendants failed to use the "best practical techniques to prevent the release of pollutants or toxic substances" and that their activities "resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities." Plaintiffs' Pet. at ¶ 15(h), *Rozel* Pet. at ¶ 17, *Hilcorp Parish* Pet. at ¶ 17, *Borne* Pet. at ¶ 15(h), *Jefferson Parish Case* Pet. at ¶ 14. However, each petition fails to identify the allegedly deficient technique used by each defendant, the date or location where the technique was in use, or the substances allegedly released.

- The petitions allege that Defendants dredged "numerous canals" and "in some instances exceeded the limit of the coastal use permits issued in connection with the dredging of such canals." They further allege that the design, construction, and maintenance of the unidentified canals did not use the best practical techniques. Plaintiffs' Pet. at ¶ 15(p), *Rozel* Pet. at ¶ 25, *Hilcorp Parish* Pet. at ¶ 25, *Borne* Pet. at ¶ 15(p), *Jefferson Parish* Pet. at ¶ 25. None of the petitions identify the permits which were violated, the canals at issue, the dates of the alleged activity, or the defendant who engaged in the alleged activity.

The foregoing are just a few examples of the broad allegations asserted by Plaintiffs that were found to be impermissibly vague in the *Rozel*, *Hilcorp Parish*, *Borne* and the *Jefferson Parish* cases. Like the petitions in those cases, Plaintiffs' Petition fails to plead sufficient material facts as required by the Louisiana Code of Civil Procedure. Accordingly, this Court should order Plaintiffs to amend their Petition to state specific facts supporting their claims, including which individual permits they allege were violated, by whom, where, when, and how, and the injuries that they allege resulted from each permit violation. Further, Plaintiffs must

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[19] Exhibit A-3, Reasons for Judgment, *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768, Div. N, 24th Judicial District Court (emphasis added) (citation omitted).

[20] "Uses" is defined in Louisiana Revised Statute 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters."

identify the basis for claiming that all Defendants should be held solidary liable for all of their alleged injuries. Absent such factual allegations against Hilcorp, Plaintiffs' claims should be dismissed.

II. PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

Hilcorp moves for a peremptory exception of no cause of action under article 927 of the Louisiana Code of Civil Procedure. A peremptory exception of no cause of action tests the "legal sufficiency of the petition by determining whether the law affords a remedy on the facts alleged in the pleading." *Everything on Wheels Subaru, Inc. v. Subaru S., Inc.*, 616 So. 2d 1234, 1235 (La. 1993). Although ordinarily no cause of action exceptions are decided solely based on the face of the petition, "an exception to this rule has been recognized by the jurisprudence, and a court may consider evidence admitted without objection to enlarge the pleadings." *Maw Enterprises, L.L.C. v. City of Marksville*, 2014-0090, p. 7 (La. 9/3/14); 149 So. 3d 210, 215. A court also may consider exhibits to a petition in deciding an exception of no cause of action. *See Leidenheimer v. Schutten*, 194 So. 32, 33 (La. 1940).

Thus, the question in deciding an exception of no cause of action is whether the petition states sufficient facts to support the causes of action asserted. Mere statements of the elements of a cause of action "are not allegations of fact . . . but conclusions of law" and "cannot form the basis of a cause of action, which under our system of fact pleading must be based on facts from which such conclusions may be drawn." *Batson v. Cherokee Beach & Campgrounds, Inc.*, 428 So. 2d 991, 993 (La. App. 1 Cir. 1983) (same); *see also Perniciaro v. McInnis*, 2018-0113, p. 17 (La. App. 4 Cir. 9/7/18); 255 So. 3d 1223, 1239, *writ denied*, 2018-1659 (La. 12/17/18); 259 So. 3d 342 (same).

Louisiana law recognizes that a court may grant an exception of no cause of action as to some asserted causes of action but not others. "If two or more causes of action are based on separate and distinct operative facts, partial grants of the exception of no cause of action may be rendered, while preserving other causes of action." *Hand v. Hand*, 99-2420, p. 2 (La. App. 1 Cir. 12/20/02); 834 So. 2d 619, 622; *see also Everything on Wheels Subaru, Inc.*, 616 So. 2d at 1239 (in a case involving multiple causes of action "a judgment partially maintaining the exception as to one separate and distinct cause of action is generally appropriate").

An exception of no cause of action is the proper procedural device for asserting that the law does not afford a remedy to a plaintiff for a breach of contract claim, whether because there

is a lack of privity of contract or because plaintiff is not an intended third-party beneficiary of a contract. *See Robinson v. N. Am. Royalties, Inc.*, 463 So. 2d 1384, 1387–88 (La. App. 3 Cir. 1985) (sustaining no cause of action exception absent privity of contract between plaintiff and defendant); *Pearl River Basin Land & Dev. Co. v. State ex rel. Governor's Office of Homeland Sec. & Emergency Preparedness*, 2009-0084, p. 7 (La. App. 1 Cir. 10/27/09); 29 So. 3d 589, 594 (sustaining no cause of action exception where plaintiff failed to state a cause of action as a third party beneficiary to a contract); *see also Niland's Funeral Serv., Inc. v. Stanley*, 96-0378, p. 6 (La. App. 1 Cir. 11/8/96); 684 So. 2d 982, 985 ("An exception of no cause of action is a proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract."); *Long v. Jeb Breithaupt Design Build Inc.*, 44,002, p. 17 (La. App. 2 Cir. 2/25/09); 4 So. 3d 930, 941–42 (homeowner had no cause of action for breach of contract in action for negligence of subcontractor because homeowner had no privity of contract with subcontractor); *Young v. Branch*, 2010-81, p. 3 (La. App. 5 Cir. 5/25/10); 40 So. 3d 1097, 1099 (recognizing "the exception of no cause of action is the proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract").

Because a contract to benefit a third party (a stipulation *pour autrui*) "is never presumed," Plaintiffs bear the burden of pleading and proving both the existence of a contract and that the contract, if any, manifests "a clear intention to benefit [Plaintiffs]." *Joseph v. Hosp. Serv. Dist. No. 2 of Parish of St. Mary*, 2005-2364, p. 9 (La. 10/15/06); 939 So. 2d 1206, 1212; *see also* La. C.C. art. 1831 ("A party who demands performance of an obligation must prove the existence of the obligation."). Plaintiffs here cannot make the requisite showing to support their breach of contract claim because (1) the permits Plaintiffs seek to enforce are not contracts under Louisiana law, and (2) even if the permits could be viewed as contracts, Plaintiffs are not intended third-party beneficiaries of the CUPs.

A. Coastal use permits are not contracts under Louisiana law.

The elements of a breach of contract claim are (1) an enforceable obligation, (2) failure to perform, resulting in a breach, and (3) resulting damages to the non-breaching party. *Sanga v. Perdomo*, 14-609, p. 7 (La. App. 5 Cir. 12/30/14), 167 So. 3d 818, 822. "Generally, the damages in breach of contract cases are governed by the four corners of the contract." *Id.* (citing *Corbello v. Iowa Prod.*, 850 So.2d 686, 714 (La. 2003)). "A party who demands performance of an obligation must prove the existence of the obligation." La. Civ. Code art. 1831. Thus, the

existence of an enforceable contract is a necessary element of Plaintiffs' third-party beneficiary claims. *See Joseph*, 939 So. 2d at 1212; *see also Creely v. Leisure Living, Inc.*, 437 So. 2d 816, 820 (La. 1983) (plaintiff could not recover under third-party beneficiary theory because "there was no proof of the existence of an enforceable" agreement upon which to base the claim). To prevail on their cause of action for breach of contract, Plaintiffs must show the CUPs they seek to enforce are contracts under Louisiana law. But as courts in Louisiana and elsewhere have held, permits are licenses, not enforceable contracts.[21]

Louisiana Civil Code article 1906 defines a contract as "an agreement by two or more parties whereby obligations are created, modified, or extinguished." The Louisiana Supreme Court has defined the term "permit" as a "license, revocable at will, granted by a competent authority, by which some restraint or illegality is removed." *Gordy v. Maestri*, 170 La. 281, 288 (La. 1930) (distinguishing contracts and licenses); *see also Comm'n on Ethics for Pub. Emps. v. IT Corp.*, 423 So. 2d 695, 703–04 (La. App. 1 Cir. 1982) (characterizing permits as licenses rather than contracts).

Louisiana courts have expressly held that permits are not contracts. For example, in *Toye Bros. Yellow Cab Co. v. Cooperative Cab Co.*, the Louisiana Supreme Court rejected a taxi company's argument that it had a contract with the City of New Orleans, finding that, "[t]he plaintiff merely has a license or permit" and "[a] license is not a contract nor property in any constitutional sense." 7 So. 2d 353, 354 (La. 1942). Likewise, in *Louisiana Oyster & Fish Co. v. Police Jury, Parish of Assumption*, the Supreme Court held that "[a] license or permit granted under a police regulation is not a contract, and it cannot give rise to vested or proprietary rights." 52 So. 685, 686 (La. 1910). And in *Shreveport v. P. Draiss & Co.*, the Supreme Court recognized that a license is not a contract, and it does not confer a vested right in the licensee. 111 La. 511, 514 (La. 1904).

For this reason, courts have held that permits do not give rise to third-party beneficiary claims. In *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tennessee Gas Pipeline Company, LLC* (*"Levee Board Case"*), the U.S. District Court for the Eastern District of Louisiana held that federal dredging permits—which closely resemble the CUPs at issue here—are not contracts enforceable under a third-party beneficiary theory. 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015). In its Petition, the plaintiff Levee Board "characterize[d]

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[21] Whether private landowners are third-party beneficiaries of CUPs is a pure issue of law that should be settled on a no cause of action exception.

. . . the dredging permits at issue as 'contracts' between Defendants and the United States Army Corps of Engineers" and sought to enforce those permits as an alleged third-party beneficiary. *Id.* at 645. The court dismissed the Levee Board's breach of contract claim, finding the Levee Board "cite[d] no authority . . . for the proposition that the third party beneficiary doctrine applies outside of a contractual relationship." *Id.* The court explained that, because "[c]ourts have consistently held that neither a permit nor a license are contracts, . . . the [c]ourt [could] not find that the dredging permits at issue constitute[d] contracts, such that the third party beneficiary doctrine [would be] applicable." *Id.* & n.259 (collecting cases). The Levee Board chose not to appeal the dismissal of this claim. *See Bd. of Comm'rs of Se. La. Flood Prot. Auth.-E. v. Tenn. Gas Pipeline Co., LLC*, No. 15-30162, at x n.2 (5th Cir. May 20, 2015) (Brief of Appellant) ("The Authority does not appeal the dismissal of [the breach of contract] cause of action.").[22]

Plaintiffs here assert the same argument the plaintiffs originally attempted in the *Levee Board Case*: they characterize CUPs as "contracts" between Defendants and the State of Louisiana and asserts that, as landowners, they are third-party beneficiaries of those permits. But no court has ever found that CUPs are enforceable as contracts under a third-party beneficiary theory. To the contrary, under governing authority from the Louisiana Supreme Court, permits issued by governmental authorities are not contracts and, therefore, cannot be enforced via a breach-of-contract cause of action. Plaintiffs' cause of action for breach of contract must be dismissed as a matter of law.

B. Plaintiffs are not intended third-party beneficiaries of CUPs.

In nearly a century of federal and state permitting authority under a host of environmental statutes and regulations, no Louisiana court has ever found that a landowner was a third-party beneficiary of a permit issued for oil and gas activities. Even assuming for the sake of argument that a state permit could be considered a contract, parties like Plaintiffs could constitute, at most, *incidental* beneficiaries who lack legal authority to sue for alleged permit violations.

The Louisiana Supreme Court has articulated three criteria to be considered in determining whether a party stipulated a benefit for a third party: "1) the stipulation for a third party is manifestly clear; 2) there is certainty as to the benefit provided the third party; and 3) the benefit is not a mere incident of the contract between the promisor and the promisee." *Joseph*, 939 So. 2d at 1212. The Court emphasized that, when applying these criteria, the court must

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[22] Exhibit G.

"ultimately rely on the words of [La. Civ. Code] Article 1978 that the contract must 'stipulate a benefit for a third person.'" *Id.* (quoting La. Civ. Code art. 1978).

"The most basic requirement of a stipulation *pour autrui* is that the contract manifest a ***clear intention to benefit the third party***; absent such a clear manifestation, a party claiming to be a third party beneficiary cannot meet his burden of proof." *Id.* at 1212 (emphasis added) (citing *Paul v. La. State Emps. Grp. Benefit Program*, 99-0897, pp. 7-8 (La. App. 1 Cir. 5/12/00); 762 So. 2d 136, 141–42). "[T]o establish a stipulation *pour autrui, the third-party relationship must form the consideration for a condition of the contract, and the benefit may not be merely incidental to the contract.*" *Paul*, 762 So. 2d at 140 (emphasis added) (citing *Concept Design, Inc. v. J.J. Krebs & Sons, Inc.*, 96–1295, p. 5 (La. App. 4th Cir. 3/19/97); 692 So. 2d 1203, 1205–06). A party may "derive a benefit from a contract to which he is not a party without being a third party beneficiary." *Joseph*, 939 So. 2d at 1214. In such circumstances, "any benefit created by the contract in favor of the [third party] [is] only incidental." *Id.* Courts have described this as a requirement that the contract was made to discharge a legal obligation that the promisee owed to the third-party beneficiary. *See id.*

Here, Plaintiffs do not and cannot identify any permit provision that reflects any intent (much less the requisite "clear intent") to benefit Plaintiffs. Every CUP file listed in the Petition reflects an application from an operator to the DNR for a permit to conduct an activity along the coast. Plaintiffs are not even mentioned in the CUPs they seek to enforce. Because a stipulation for the benefit of a third party must be "*manifestly clear*," *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267, p. 50 (La. 10/25/11); 79 So. 3d 246, 283 (emphasis added), Plaintiffs' inability to point to any manifestation of such intent in any CUP is fatal to their claim. Plaintiffs are simply *one* of *countless* third parties who might claim a generalized interest in coastal erosion. Where the performance of a contract creates an indeterminate benefit that accrues to the population at large, the benefit is only incidental and the beneficiaries have no right to enforce the contract. *See id.*; *Joseph*, 939 So. 2d at 1214. Plaintiffs' contention that they are third-party beneficiaries of CUPs is meritless.

Courts in Louisiana and elsewhere have consistently rejected claims similar to those of Plaintiffs. As explained, the plaintiff in the *Levee Board Case* asserted a breach-of-contract claim nearly identical to Plaintiffs' cause of action here. In dismissing the Levee Board's contract claim, the federal district court held not only that permits are not enforceable contracts, but also

that "[e]ven if the permits were construed as contracts . . . [the Levee Board] ha[d] not and [could] not establish that it [was] an intended third party beneficiary under the terms of the permits." 88 F. Supp. 3d at 645–46. As is the case here, the Levee Board "[did] not poin[t] to any language within the permits that it was intended to benefit from the contract." *Id.* at 646. Instead, the court found that "the permits ... were issued for the purpose of complying with federal regulatory schemes," and that "any benefit that might flow to Plaintiff pursuant to the permits is merely incidental." *Id.* On appeal, the Levee Board did not challenge this holding. The relevant facts here are indistinguishable: irrespective whether Plaintiffs benefitted from CUPs issued to Defendants and other permittees, Plaintiffs are merely *incidental beneficiaries* of the state coastal management regime without standing to enforce CUPs as contracts.

Similarly, in *City of Shreveport v. Gulf Oil Corporation* (a case that, unlike this one, involved an actual contract), the City of Shreveport brought an action against Gulf Oil Company alleging that Gulf failed to provide gasoline to the city pursuant to a contract between Gulf and the State of Louisiana, thereby damaging the city. 431 F. Supp. 1, 1 (W.D. La. 1975), *aff'd*, 551 F.2d 93 (5th Cir. 1977). The court found the contract provided "some benefit" to the city: in a time of serious inflation and energy shortage, Shreveport could purchase its fuel needs at a modest cost when compared to the market price. *Id.* at 4. But "[t]he contract was not made to obtain discharge of any legal obligation owed by the State to Shreveport . . . [and] the advantage which would accrue to the City would not beneficially affect the State." *Id.* Thus, the advantage to Shreveport was "an easily seen . . . incidental benefit," that was legally insufficient to create a third-party beneficiary relationship. *Id.* at 5.

The Louisiana Supreme Court in *Joseph* relied on *City of Shreveport* to reject third-party beneficiary claims made by a group of doctors for breach of a contract between a hospital and a provider of anesthesia services. 939 So.2d at 1208–09. As in *City of Shreveport*, the court concluded that "there is no obligation owed by the Hospital to the individual doctors which will be discharged by performance of the contract because the contract provides no direct benefit to the doctors." *Id.* at 1214. The same is true here: because the permits listed in the Petition were not issued to discharge a legal obligation that the State owed the private landowner plaintiffs, private landowner plaintiffs are at most incidental beneficiaries. The *Joseph* court emphasized that "not every promise, performance of which may be advantageous to a third person, will create in him an actionable right. The problem is to separate the cases where an advantage has

been stipulated from those where the advantage relied upon is merely an incident of the contract between the parties." *Id.* at 1212–13 (quoting J. Denson Smith, *Third Party Beneficiaries in Louisiana: The Stipulation Pour Autrui*, 11 TULANE L. REV. 18, 28 (1936)).

Just like plaintiff in the *Levee Board Case*, Plaintiffs here invite the Court "to erase the legal distinction between intended and incidental beneficiaries, which would create numerous third-party beneficiaries under the so-called contracts." *See* 88 F. Supp. 3d at 646 & n.266 (citing *Kane Enters. v. MacGregor (USA) Inc.*, 322 F.3d 371, 376 (5th Cir. 2003)). The Court should decline Plaintiffs' invitation, grant the exception of no cause of action, and dismiss Count 5 of Plaintiffs' Petition.

CONCLUSION

The Court should order Plaintiffs to amend the Petition to state with particularity the facts that form the basis of their claims. Further, because the CUPs identified in Exhibit C are not contracts, and because Plaintiffs are not intended third-party beneficiaries of those CUPs, the Court should grant Hilcorp's exception of no cause of action and dismiss Count 5 of Plaintiffs' Petition.

Respectfully submitted,

Craig Isenberg, 29603
David N. Luder, 33595
Patrick J. Lorio 38328
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.
909 Poydras Street, Suite 2350
New Orleans, Louisiana 70112
Telephone: (504) 589-9700
Facsimile: (504) 589-9701

Attorneys for Hilcorp Energy Company

CERTIFICATE OF SERVICE

I certify that on August 16, 2019, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.LC., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED: _____ _____
DEPUTY CLERK

FILED
AUG 16 2019
FAX

HILCORP ENERGY COMPANY'S DILATORY AND PEREMPTORY EXCEPTIONS

Defendant Hilcorp Energy Company ("Hilcorp") excepts to plaintiffs Charles W. Fasterling, John N. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas' (collectively "Plaintiffs") First Supplemental and Amending Petition for Damages ("Petition") as follows and as set forth in more detail in the accompanying memorandum in support.

DILATORY EXCEPTION OF VAGUENESS AND/OR AMBIGUITY AND FAILURE TO COMPLY WITH ARTICLE 891 OF LOUISIANA CODE OF CIVIL PROCEDURE

1.

Pursuant to Louisiana Code of Civil Procedure article 926, Hilcorp asserts that Plaintiffs' Petition is impermissibly vague and ambiguous and fails to comply with Louisiana Code of Civil Procedure article 891.

2.

Hilcorp asserts the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure article 926(A)(5) on the grounds the Petition filed in this matter makes vague, collective allegations against nine Defendants, without providing even the most basic information about the Plaintiffs' claims or the complained of activities of the individual Defendants. The Petition's excessive vagueness prevents Hilcorp from properly forming a response and preparing a defense in this matter.

RULE 9.8 STATEMENT

9.

Pursuant to Uniform Local Rule of Court 9.8(a), Hilcorp states that this matter is not presently set for trial and gives notice that Hilcorp does not intend to introduce testimony at the hearing in support of the foregoing exceptions. Hilcorp reserves the right to introduce testimony upon proper notice to Plaintiffs.

WHEREFORE, Hilcorp prays that its exceptions be granted and that Plaintiffs' claims be dismissed at Plaintiffs' cost.

Respectfully submitted,

Craig Isenberg, 29603
David N. Luder, 33595
Patrick J. Lorio 38328
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.
909 Poydras Street, Suite 2350
New Orleans, Louisiana 70112
Telephone: (504) 589-9700
Facsimile: (504) 589-9701

Attorneys for Hilcorp Energy Company

CERTIFICATE OF SERVICE

I certify that on August 16, 2019, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

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VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing exceptions filed on behalf of Hilcorp Energy Company ("Hilcorp");

IT IS HEREBY ORDERED, that Plaintiffs show cause on the ____ day of _____, 2019, at __:__ __.m., why Hilcorp's exceptions should not be granted.

This ____ day of _____, 2019, _____, Louisiana.

_____
DISTRICT COURT JUDGE

PLEASE SERVE PLAINTIFFS' COUNSEL:
Gladstone N. Jones, III
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

3.

Hilcorp also asserts the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure article 891 pursuant to Louisiana Code of Civil Procedure article 926(A)(4). The Petition does not "contain a short, clear and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by article 891.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION REGARDING COUNT 5: "BREACH OF CONTRACT - THIRD PARTY BENEFICIARY" CLAIMS

4.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, Hilcorp asserts the peremptory exception of no cause of action as to Count 5 of Plaintiffs' Petition, entitled "Breach of Contract – Third Party Beneficiary."

5.

In Count 5 of Plaintiffs' Petition they allege Hilcorp, as well as other defendants, "breached" various Louisiana-issued coastal use permits ("CUPs").

6.

Even though permits are not contracts under Louisiana law, and even though Plaintiffs are not mentioned in the CUPs, Plaintiffs claim they are somehow third-party beneficiaries to the CUPs.

7.

Because CUPs are not contracts as a matter of law, and because Plaintiffs are not intended beneficiaries of the CUPs, Plaintiffs cannot pursue a breach of contract claim premised on alleged violations of the CUPs. Accordingly, Plaintiffs' third-party beneficiary claim should be dismissed.

ADOPTION OF OTHER EXCEPTIONS

8.

Hilcorp hereby adopts, under Article 853 of the Louisiana Code of Civil Procedure, any other exceptions pled by any other defendants herein, to the extent those exceptions apply to Hilcorp. Additionally, Hilcorp reserves the right to assert any additional exceptions based on facts uncovered through discovery.

BARRASSO · USDIN · KUPPERMAN
— FREEMAN & SARVER, L.L.C. —

DAVID N. LUDER
DIRECT DIAL: (504) 589-9798
E-MAIL: dluder@barrassousdin.com

Our File Number
0766-0031

August 16, 2019

BY FAX & FED EX
Honorable Dorothy M. Lundin
Clerk of Court
25th Judicial District
Plaquemines Parish Courthouse
301 Main Street
Belle Chasse, Louisiana 70037

RE: *Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.*
25th JDC, Parish of Plaquemines, Case No. 61-798 "B"

Dear Ms. Lundin:

We are fax filing the attached Dilatory and Peremptory Exceptions on behalf of Hilcorp Energy Company pursuant to La.Rev.Stat. 13:850. The original and two copies of this pleading will follow by federal express. **Please note:** there is one service in New Orleans, LA.

Please note: The Exhibits are 257 pages so we are not fax filing the exhibits. We will send the Exhibits with the original.

After we fax file the exceptions, we understand that your office will fax me an invoice for filing fees.

Please return a conformed copy to me in the enclosed, self-addressed stamped envelope. Thank you.

Sincerely,

David N. Luder

DNL/tlt
Enclosures

cc: All Counsel of Record (w/encl.) (by email)

BARRASSO · USDIN · KUPPERMAN
— FREEMAN & SARVER, L.L.C. —

909 Poydras Street, 24th Floor
New Orleans, Louisiana 70112
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Re:	*Fasterling, et al. v. Hilcorp Energy Company, et al.* Parish of Plaquemines, Case No. 61-798 "B	**Pages:**	23 (including cover sheet)
Phone:	504-589-9798	**File No.:**	0766-0031
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Message:

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Trudy L. Totorico
Legal Secretary to Richard E. Sarver,
Craig Isenberg and Celeste Coco-Ewing
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.
909 Poydras Street, Suite 2350 | New Orleans, LA 70112
Direct: 504-589-9758 | Main: 504-589-9700 | Fax: 504-589-9701
ttotorico@barrassousdin.com | www.BarrassoUsdin.com

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Alison Lambousy
Legal Assistant to George C. Freeman, III, Jamie L. Berger and David N. Luder
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER, L.L.C.
909 Poydras Street, Suite 2350 | New Orleans, LA 70112
Direct: 504-589-9713 | Main: 504-589-9700 | Fax: 504-589-9701
ALambousy@BarrassoUsdin.com | www.BarrassoUsdin.com

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From:	David N. Luder	**Date:**	August 20, 2019
Re:	*Fasterling, et al. v. Hilcorp Energy Company, et al.* Parish of Plaquemines, Case No. 61-798 "B	**Pages:**	**258**
Phone:	504-589-9798	**File No.:**	0766-0031
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Per your request, please find attached 257 pages of exhibits. Thank you.

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FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: EMILY C BORGEN
LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

VIA FAX: 337.267.2399

THIS IS TO CERTIFY that a DILATORY EXCEPTION, RULE, MEMO & EXHIBITS was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 277 total pages were received and marked filed on August 16, 2019 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Tuesday, August 20, 2019.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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31ST JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON DAVIS
STATE OF LOUISIANA

EDWARD D. CONNER, ET AL

VERSUS

ADAMS RESOURCES EXPLORATION CORPORATION, ET AL
Docket Number: C-679-13

February 26, 2014
Honorable J. Byrod Hebert, Judge Ad Hoc
Jennings, Louisiana

PROCEEDINGS

APPEARANCES:

FOR THE PLAINTIFFS, EDWARD D. CONNER, ET AL:

MR. DAVID P. BRUCHHAUS
NUDD & BRUCHHAUS, LLC
410 EAST COLLEGE STREET
LAKE CHARLES, LOUISIANA 70606

MR. JANIE C. GARY
GARY LAW FIRM, LLC
427 LOUISIANA AVENUE
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, BP PRODUCTION COMPANY, BP AMERICA USA, INC., FOREST OIL CORPORATION, INC., AND ADAMS RESOURCES EXPLORATION CORPORATION:

MR. GEORGE H. ROBINSON, JR.
LISKOW & LEWIS
822 HARDING STREET
POST OFFICE BOX 52008
LAFAYETTE, LOUISIANA 70505

REPORTED BY: LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
(TRANSCRIPT PREPARED BY COMPUTER-AIDED TRANSCRIPTION.)

LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
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(337) 824-3505

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EXHIBIT "9"

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THE COURT:

Okay.

Okay. Mr. Robinson, you want -- you want to address that --

MR. ROBINSON:

I will, Your Honor.

THE COURT:

-- 'cause it -- this is -- you -- you had -- is there anything else you want to say about this particular issue on the -- besides your brief -- I mean, oh -- on --

MR. BRUCHHAUS:

I guess I'll hear what Mr. Robinson has to say, Your Honor, and then I'll -- I'll respond accordingly, if that's okay.

THE COURT:

Okay. So --

MR. ROBINSON:

Your Honor, may it please the Court, George Robinson, Liskow & Lewis, for BP, Total E&P, Forest Oil Corporation, and Adams Resources.

Your Honor, without a doubt, we were served with the exhibits, but -- and I'll fast forward. Those exhibits pretty much gave us everything that Judge McIntyre said in the Thomas case that we had gotten, but we -- we still think that in terms of the exception of vagueness the petition is deficient as follows. We're -- we're entitled -- each defendant is entitled to know the -- the -- the nature of the claims against it and the material facts.

Your Honor, I'm going to -- with the -- in the absence of an easel -- I've shown this (indicating)

to Mr. Bruchhaus. This is one of the exhibits (indicating). It's a list of the operators, the people or companies who actually did the -- the physical work in the field, drilling, producing, closing pits, whatever, and none of my clients appear on that, and I've -- I've looked at the leases.

So our position is, first of all, we didn't act. We didn't -- my four -- I'm -- and I'm speaking for all four of them unless I differentiate. None of them were operators. We never operated, so we really don't know what went on in the field, and, for example, what we did, where we did it, when we did it. We've got these legal descriptions, but we don't know where -- and -- and there's -- and there's some legal descriptions in the leases, but we didn't act.

So what we're trying to find out is the -- the basis upon which -- the factual basis upon which the plaintiffs predicate liability against my four clients. And, I -- I think in terms of acting, Your Honor, the mere fact that they may have had a working interest in the lease is -- is inconsequential insofar as taking any action. They -- they could be liable under the mineral code for their share if there was a breach of the lease, but we don't know that because there's no -- no specificity.

And in the case that Judge McIntyre -- Your Honor, at Page 21 of the reasons for judgment, he said that the -- the plaintiffs have given a lot of information, property at issue by section, township, and range, and the identity of each -- each well, operational areas at issue. That was the Delhi field. Types and claims, legal theories relied upon, breach of contract,

trespass, nuisance, in this case, punitive damages, causes of the -- of the pollution on plaintiffs' property, pits, pipelines, and spillage, chemical constituents of produced water, drilling mud and norm, the areas damaged, and the types of damages sought.

But then he went on, Your Honor, in sustaining the exception he -- what he required in the amendment was the plaintiffs to amend to designate the specific tracts of land owned by each plaintiff and the ownership percentage, the specific claim each plaintiff is asserting, the defendants against whom each plaintiffs' claim is being asserted, the nature and location of the alleged contamination and the source for each tract of land, nature of the breach of the mineral lease as to each defendant, the defendants and/or other operators who allegedly conducted operations or activities on the land for which the plaintiff alleges it liable in damages.

So he found that while the -- the -- the general information as to the location of the property and the types of claims being made were there in the petition there was no specificity as to the claims sought against each of the defendants.

Your Honor, the -- the well history attached as an exhibit to the petition shows approximately 25 or 26 wells and the operator -- it has the well histories. It lists those same operators on this exhibit, and my clients' names -- the only place my clients' names appears, other than non-operating working interest in a few leases, is in the petition.

So we would ask Your Honor to sustain the exception to the extent the --the plaintiffs be required

to allege with further specificity what my clients did, when they did it, where they did it, and what damages they're seeking from our clients.

Your Honor, that's -- that's all I have unless --

THE COURT:

Yeah.

MR. ROBINSON:

-- there's some questions.

THE COURT:

I think that -- well, I think that that's one of the areas that hasn't been answered by these exhibits that's in the -- the -- the judgment -- the Thomas case judgment that -- that was ordered by Judge McIntyre. He says -- now, he -- he suggested it could be done by a chart, which that would be -- that would satisfy your -- your problem?

MR. ROBINSON:

Well, just -- the -- the chart -- the chart was actually -- I think what happened is a Mr. Coenen, Will Coenen, of the Carmouche Firm, who was lead for the plaintiffs in that one, --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- did an amended petition and attached the chart.

THE COURT:

Uh-huh (yes).

Because I think it's not covered by the exhibits that -- asking for the nature and location of the alleged contamination and the source thereof and for

the defendants who allegedly conducted the operations or the activities on the land.

MR. BRUCHHAUS:

Your Honor, may I address some of those?

THE COURT:

Yeah, uh-huh (yes).

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs.

THE COURT:

All right.

MR. BRUCHHAUS:

Your Honor, this is not our first rodeo in preparing these petitions, and routinely we get hit with these, and over the course of time, we've tried to anticipate these exceptions and have tried to comply with the requests, and -- and including Judge Thomas.

And -- and just to give you an update on what's in this petition, Your Honor, in those exhibits, we have a -- a map detailing the plaintiffs' property, specifically, which one is owned by Mr. -- Edward Conner, which one's owned by Mr. Charles Conner, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and in this particular case, those are the only two plaintiffs. And so the issues that were raised by Judge Thomas are addressed with regards to who the plaintiffs are and what property we're talking to.

THE COURT:

Uh-huh (yes). Right.

MR. BRUCHHAUS:

In addition to that, we've attached an

operator history, and in there, we don't dispute what Mr. Robinson said, his clients are not listed on that list as operators. All of the operators that are on that list were named as plaintiffs in this -- as defendants in this petition, and if the other defendants who filed vagueness exceptions names do not appear, we address that in our petition by saying you're in the lawsuit because you were on the lease chain, okay. So there are leases, and so what we did was we attached all the leases.

And I don't think there's a dispute from Mr. Robinson or the other defendants that their names appear on those leases. All of those leases contain property descriptions, Your Honor. They contain property descriptions that apply to the property now owned by the Conners. So I think we've complied with -- with the requirements of the code.

In addition to that, Your Honor, in those exhibits, all of the wells that are identified and attached to those are survey maps that we got from DNR that we attached showing where the property is. In addition to that, we attached other maps to the -- to the petition that show exactly where the property is and where the wells are located. So I think we've addressed all of those things that would normally be on the chart that was discussed by Judge Thomas.

At the end of the day, Your Honor, we do -- we -- we try our best to include all of the allegations sufficient so that we don't have to come here and address vagueness exceptions, and I think that we've done that in this particular case. If -- if you are a defendant in this case and you were not an operator, it's because your name appeared on the lease, and, Your Honor, I think the

code says and the cases say that items that are in the possession of the defendant are not a reason to sustain a vagueness exception in a -- in a particular case like this, and certainly those defendants would be in possession of those leases. They're in the public records, and not only that, we've attached them to the position -- I mean, to the petition.

So for all of those reasons, I think we've complied with the code and -- and should not have to amend our petition.

THE COURT:

Well, you don't -- do you -- do you allege specifically, though, what -- how the lease is being violated by the defendant?

Let me see.

Do you do that, the nature of the breach of the lease --

MR. BRUCHHAUS:

Judge, we do not --

THE COURT:

-- as to each defendant?

MR. BRUCHHAUS:

No, Your Honor, we don't, not as to each defendant. But what that would require us to do is go through and list every single lease, every defendant that's on it, which we've already attached to the petition, and then all of our general allegations as to why these leases were breached are contained in globo in our -- our --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- 25-page petition and including in our 80 paragraphs that we've included in the petition.

But to answer your question, no, we didn't set out Mr. Robinson's specific client, identify the exact lease in the petition -- we attached it to -- as -- as copies -- and say this is why you breached the lease; but contained in the petition, it certainly details why we believe all the defendants breached all of the leases.

THE COURT:

And you didn't specifically identify -- along those lines, you didn't specifically identify what defendants -- what activities on -- that each defendant did.

No, you -- you -- you have a general allegation that this applies to all the defendants. That's what you say at the beginning of your petition, that all the allegations apply to all of the defendants. You don't have any specific allegations --

MR. BRUCHHAUS:

Your -- Your Honor, --

THE COURT:

-- against --

MR. BRUCHHAUS:

-- the plaintiffs certainly will concede that if you're -- if you're not on that operator list, and you never went to the property, and you never did anything, you know, we're not alleging that you did unless we find in discovery some documents that show that you did more than just were on the lease chain. I mean, we'll -- we will concede that.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

But -- but being on the lease, that generates rights and responsibilities and obligations that we've alleged in the petition.

THE COURT:

Well, have you identi- -- you haven't identified the -- the source of the -- have you identified the source of the contamination?

MR. BRUCHHAUS:

I think that we have, Your Honor. I guess I could go through the entire petition and -- and --

THE COURT:

No.

MR. BRUCHHAUS:

-- and identify it all, but I -- I think we've certainly identified that.

THE COURT:

But you don't say it's because of any specific defendants. You're just saying it applies to all the defendants, the contamination?

MR. BRUCHHAUS:

We allege that the defendants' activities, and that's in Paragraph 8 through 12 of the petition. It goes through. It details the activities with regards to the unlined earthen pits and all of the contaminates that would have existed and details exactly what those contaminates would be. In Paragraph 4, we identify the exploration production defendants, identified them as -- as to their liability and why they appear in the lawsuit.

THE COURT:

What paragraph you said?

MR. BRUCHHAUS:

The contaminate -- the contaminates and the activities are Paragraphs 8 through 12, Your Honor.

THE COURT:

Yes, the --

That's right.

And --

MR. BRUCHHAUS:

Oh, I'm sorry.

THE COURT:

-- so you're referring to all the defendants in those paragraphs?

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

But then what did you say after that? You said that --

MR. BRUCHHAUS:

In -- in Paragraph 6, we identify what the -- the legal responsibility of -- of the exploration and production defendants is in Paragraph 6.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Your Honor, I'm -- I'm happy to do whatever the Court wants the plaintiffs to do to try to make it clearer for these defendants.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

That's not the point. I think that we've done our best to try to make sure that they are aware of what the allegations against them are. We've attached

all of the leases. But if Your Honor wants us to do more, we will comply with whatever Your Honor requests us to do.

THE COURT:

Well, I still think it'd be helpful to have a -- a -- a chart to show the -- the alleged contamination and the source and the name of the defendants that allegedly conducted operations or activities.

Now, you're saying -- we're talking about in this case two tracts, but -- so we should have a distinction between the two tracts.

MR. BRUCHHAUS:

We do, Your Honor, and we've attached a map that shows that.

THE COURT:

Okay.

MR. BRUCHHAUS:

I don't know that the defendants are so much complaining about that.

THE COURT:

So it would only be to name the defendants -- you have to specifically allege the source of the contamination and the name -- the name of the defendants for this --

MR. BRUCHHAUS:

Just -- just for clarification, Your Honor, in -- in the exhibit, there is an operator history, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- and then we identify by well number the particular well, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and then we identify what operators operated under that particular well. And with the maps, you can see on the property where the well was so you know what operators operated what wells.

THE COURT:

Okay.

MR. BRUCHHAUS:

But -- but I'll be happy to -- to make a chart that shows that and provide it to the defendants.

THE COURT:

And also the -- the operations -- Well, and also the leases -- I mean, the leases. I think you need -- you have the dates of -- of the leases in those exhibits, --

MR. BRUCHHAUS:

Judge, there's -- there's almost --

THE COURT:

-- the names and the dates?

MR. BRUCHHAUS:

There's almost 1,500 pages of leases that were attached to the back of the petition, so it'll take us some time to get -- get that particular chart, but --

THE COURT:

That would have -- and you're saying you've already stated the nature of the breach of the lease --

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

-- in the petition?

MR. BRUCHHAUS:

We do that generally in the petition, yes.

THE COURT:

So we know -- you can furnish the names, and the -- and the dates of the leases, and the breach.

MR. BRUCHHAUS:

Okay.

THE COURT:

If you -- I don't know. It seems like you should be able to -- to allege the -- the breach -- the -- how that lease is breached.

MR. BRUCHHAUS:

We've done it generally in the petition, --

THE COURT:

Yeah.

MR. BRUCHHAUS:

--- but if you want us to add it to each lease, we can do that.

THE COURT:

Yeah.

Mr. Robinson, did -- does -- does that satisfy your objection or not?

MR. ROBINSON:

I -- I -- Judge -- and -- and I -- I -- Mr. Bruchhaus and I have handled a lot of cases together. In fact, we've --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- been on the same side a few times. I'm not trying to put them to extra work. I'm trying to find out what the claim is against my clients and --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- and I think we both agree that my clients didn't act. They never went on the property. But what I'm trying to get to is for -- for -- for further motion practice perhaps or preparing for trial if we go to trial is what -- what their source of liability is and -- and to -- and -- and how it came about.

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

And I -- if -- if we could find -- and -- and the -- there's a lot of information in the petition, but as Your Honor has noted, it's -- it's also pretty general.

THE COURT:

It's -- right. I -- I just -- you can do it by way of the chart if it makes it -- if it's just an easier way to do it than to keep having to -- to repeat your allegations.

MR. ROBINSON:

It doesn't have to be --

THE COURT:

But if you can --

MR. ROBINSON:

I'm sorry, Your Honor.

THE COURT:

Yeah.

What?

MR. ROBINSON:

It -- it doesn't have to be a chart. Just if

-- if Mr. Bruckhaus wants to amend and just make specific allegations as to my client just -- I don't care --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- what format it's in.

THE COURT:

Okay.

MR. DAVIS:

Your Honor, --

THE COURT:

Yes.

MR. DAVIS:

-- I apologize for interrupting.

My name is William Davis on behalf of Encana --

THE COURT:

Uh-huh (yes).

MR. DAVIS:

-- (USA). I want to adopt Mr. Robinson's argument. I too am a non-operator assignee of a lease in the field and would like for any ruling that applies to Mr. Robinson's clients to apply equally to Encana.

THE COURT:

Right.

Would that satisfy your objection on the -- the amendment that -- what we're speaking about, the amendment to the --

MR. DAVIS:

It -- it certainly would.

THE COURT:

-- to identify the lease, --

MR. DAVIS:

It certainly would.

THE COURT:

-- and the date, and the breach --

MR. DAVIS:

Right.

And, Your Honor, --

MR. BRUCHHAUS:

For each.

THE COURT:

-- for each defendant?

Right.

MR. DAVIS:

-- might I say, only speaking for my client, that if -- if -- if Mr. Bruchhaus is required to amend then instead of going through the process of serving everybody again, he's welcome to simply send me a copy or serve it to me electronically or in some fashion to avoid the time, trouble, and expense of having service he was on the original petition.

THE COURT:

Okay.

MR. ROBINSON:

That would work for me also, Your Honor.

THE COURT:

Okay. You accept service electronically, okay.

Okay. We had a number, though, of exceptions, the dilatory exception -- well, right now, we're just talking about the dilatory exception for vagueness.

Does anyone want to add to what --

MR. ABELL:

Your Honor, my -- my clients are --

THE COURT:

-- the -- the Court's order?

MR. ABELL:

My clients are similarly situated. They're working interest owners. They did not operate on the property, and that's Domac and Pevehouse, and we would be happy with the ruling that -- that was made on this issue.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman for Apache. Apache was a non-operator as well, and the -- the points made by Mr. Robinson apply to Apache as well as the other non-ops, and what you've stated would be perfectly fine with us.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of the two Goodyne defendants. I believe that the chart would suffice. I -- I -- I make one point that perhaps we could get clarified here. With respect to the chart, I might have miscounted, but I think there were about close to 2,700 pages. Essentially, it looked like the public record -- the conveyance records had simply been copied and attached, so it is very difficult for the defendants to discern from the broad global allegations in the petition --

THE COURT:

Uh-huh (yes).

MR. ZUCKERMAN:

... which leases and other agreements apply, and I generally think that the chart will be sufficient for that, but I note that the plaintiffs have also made third-party beneficiary allegations, and so I think what the defendants need is not just whether they were a lessee under a particular lease, but if there is an agreement, a contract, or a mineral lease, any source of liability ought to be identified in that chart so that defendants can safely plead things like prematurity, or want of matured demand, or perhaps even arbitration. I don't know whether that would be in any -- any of the agreements.

But my point is that each defendant needs to be able to understand which specific agreements, contracts, mineral leases, et cetera, that are attached as an exhibit to the petition serve as a basis of alleged liability.

So I would simply ask that the -- the Court to consider that in connection with its order.

THE COURT:

Okay.

MR. ZUCKERMAN:

Thank you, Your Honor.

THE COURT:

Okay. Thank you.

And --

MR. JARRELL:

Erle Jarrell, Your Honor, for the Louisiana Land and Exploration Company, LLC. We were alleged as an operating defendant. I'm assuming that all of this would

cover since the non-ops want to know what the operators did that their allegedly liable for it would catch us as well.

Also, I represent ConocoPhillips Company who is alleged to have owned property next door to one of the plaintiffs' property, and we would assume that the same types of allegation would have to be in the new petition that would say what was specifically done on that property next door that allegedly caused what specific injury to the adjacent property because we don't know.

THE COURT:

Okay.

So -- right. I think we would include that. We talked about the lease but also the -- the operators, the activities. We -- we need more specific specificity as to the defendants whose -- who -- what was the activities that they're liable for.

MR. BRUCHHAUS:

Judge, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Judge, there were -- there were two gas processing defendants. One is Conoco, and one is a company called DAQ, and that's who Mr. Jarrell represents, Conoco. I -- I don't -- I'll be happy to include some more specific allegations with -- with regard to -- to his -- his involvement in the case. I think that we did include that, but if -- if the Court requires us to do something more specific, I can.

THE COURT:

Okay.

Okay. And then -- I'm sorry. What -- what is your name?

MR. GORDON:

Demarcus Gordon --

THE COURT:

Okay.

MR. GORDON:

-- on behalf of BHP Billiton Petroleum (Americas), Inc., and Lario Oil & Gas Company.

Your Honor, I'd also like to adopt -- Mr. Robinson's arguments and also Mr. Jarrell's arguments. One of my clients was one of the -- the predecessors who were alleged to be operators, and -- and the petition doesn't tell us what, if anything, they did wrong. So we would likewise like to have some specificity as it pertains to the operators.

THE COURT:

Okay. And --

MS. JUNEAU:

Your Honor, Claire Juneau, again, for Honeywell. I would just like to adopt Mr. Robinson's and Mr. Zuckerman's arguments --

THE COURT:

Okay.

MS. JUNEAU:

-- and have any ruling that -- that applies to them apply to Honeywell.

THE COURT:

Okay. Thank you.

MR. MESTAYER:

Judge, Jad Mestayer for Newfield Exploration Gulf Coast. We're also a non-operator, and we adopt the

arguments by co-defendant.

THE COURT:

Okay. Thank you.

MR. GOBUFSKY:

Evan Gobufsky for Rabel Oil Company, another non-operator. We adopt -- we adopt the arguments of Mr. Robinson and Zuckerman, and we're going to ask that the rulings apply to Rabel as well.

THE COURT:

Okay.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA. We also -- that would satisfy our -- our vagueness exception, the rulings urged by the Court.

Your Honor, if we could go an extra step, we also had exceptions of improper cumulation and prematurity. It strikes me that until we know exactly what leases are at issue that it might be an exercise in futility to -- to try to -- to grabble with those exceptions.

So I -- I can only speak for myself, but it seems like that those exceptions might be a matter to be disposed of at a later date.

THE COURT:

To defer after the amended petition?

MR. BERTEAU:

That's right.

THE COURT:

Okay.

MR. ROBINSON:

Your Honor, I've discussed that with Mr. Bruchhaus and I had discussed it with some of the

defendants before you took the bench this afternoon, and we're -- we're perfectly -- in fact, I think it would be -- it would help everybody, all sides, if we just deferred the rest of the non-evidentiary exceptions until after the amendment.

THE COURT:

Okay. So --

MR. BRUCHHAUS:

That's fine, Your Honor.

THE COURT:

Okay. Do we --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

So I will grant the exception of --

MR. BRUCHHAUS:

Your Honor, there's -- there's one point I'd -- I'd question the Court's indulgence with. Obviously, this is going to require us to do a lot of work, and -- and normally you have --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- you give 30 days to amend this petition.

THE COURT:

Right.

MR. BRUCHHAUS:

I would request 60 days if the defendants do not object so that we can properly amend and hopefully get all of it taken care of.

THE COURT:

Is that agreed?

MR. ROBINSON:

That's agreeable with me, Your Honor.

THE COURT:

Okay.

Okay. We'll allow 60 days to amend. The exception is granted as -- and the -- that's the exception of vagueness and ambiguity. That -- that would -- in response, the -- the plaintiffs will amend the petition to allege specific allegations to the specific named defendants on the -- as -- as far as the operators as to their liability for damages suffered on the -- on the -- on the tracts. As to the operators, you need to be more specific as to each one, right?

MR. BRUCHHAUS:

I understand, Your Honor.

THE COURT:

Okay. And then for the non-operators, we need the -- the name on the -- the -- the lease, the date, and the breach, the -- how the -- and if it's not -- well, we added something. Okay. If it's not a lease, it's -- if it's some other agreement, you need to add that to the list; that it -- this is a third party. If it's a third-party beneficiary to another agreement or whatever the liability is and what's based on a non-operator, we'll have to know that.

MR. BRUCHHAUS:

We'll do the best we can do, Your Honor.

THE COURT:

And you'll do that within 60 days?

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

Okay.

All right.

Okay. And the minutes can be sufficient unless y'all wanted some sort of judgment on that or order.

MR. ROBINSON:

I think the minutes for now is sufficient.

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

You want to circulate an order or not?

MR. ROBINSON:

I think that we'll -- we'll go with the minutes, Your Honor.

THE COURT:

Oh, the minutes, okay.

MR. ROBINSON:

Yeah.

THE COURT:

Those minutes would be sufficient.

MR. ROBINSON:

'Cause we can get a -- we can get a transcript and go from there.

THE COURT:

Okay.

Okay.

MR. GORDON:

Your Honor, --

THE COURT:

Anything else we can take up -- take up?

MR. GORDON:

Yes, Your Honor. Demarcus Gordon, again, on.

behalf of BHP --.

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- and Lorin. We have an exception regarding Article 891 and the fact that the plaintiffs have alleged fraud --

THE COURT:

Yeah.

MR. GORDON:

-- generally within the petition.

THE COURT:

Right.

MR. GORDON:

If they're amending the petition anyway, it would make --

THE COURT:

Yes.

MR. GORDON:

-- sense for them to allege fraud with particularity as to -- as it pertains to any defendant to whom they are alleging fraud against, and I just wanted to mention that --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- because I don't want them to amend their petition and we come back and then we say now do fraud.

THE COURT:

No, I think that's --

MR. GORDON:

But I think that may be something that --

THE COURT:

-- I think that's correct on the --

MR. BRUCHHAUS:

Judge, I'd --

THE COURT:

-- the allegation of fraud.

MR. BRUCHHAUS:

-- I'd -- I'd like to address that one maybe.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

We include specific paragraphs because we're faced with this in every case. Paragraph 13 deals with fraud. We allege exactly what we claim the fraud is; 14 does; 15 does. In there, we say exactly what we think the particular fraud claims are, and -- and, Your Honor, fraud, as defined by the code, is -- I -- I know that 1953 says fraud is a misrepresentation or a suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. Fraud may result from silence or an inaction. And, Judge, in these paragraphs, we allege what the industry knowledge was, what the contaminates were, what the chemicals were, what the day-to-day operations were. The fact that the contaminates were never removed. That the plaintiffs were never told that there was improper reporting to the appropriate authorities, and, Judge, I just got to believe that based upon these paragraphs and based upon the requirements of the code under 891 that we've -- we've sufficed and we've -- we've alleged fraud with particularity in this particular case, Judge,

And, specifically, if you take a look at Paragraph 15, we allege the acts.

THE COURT:

Yeah, in Paragraph -- how is Paragraph 15 insufficient? They list seven -- they -- they list seven different specifics on that fraud basis -- the basis for fraud, Paragraph 15.

Is that --

MR. GORDON:

Your Honor, Damarcus --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- Gordon once again. In response to that, once again, there's more than 30 defendants in this matter. The plaintiffs consciously decided to sue multiple defendants. These allegations are -- are general to all defendants, or maybe even to the world, possibly more defendants or -- or other parties out there. These are not pled with specificity as required by the -- the code and -- and, Your Honor, --

THE COURT:

You make it specific to the defendant. That's what you're asking?

MR. GORDON:

Yes. Yes, Your Honor, and to --

THE COURT:

Okay.

MR. GORDON:

-- the extend they can. I mean, if they can't, then --

THE COURT:

Fine.

MR. GORDON:

-- you know, we've had many of these cases where plaintiffs concede, you know, that -- that they don't have any allegations of fraud, and, here, --

THE COURT:

Yeah.

MR. GORDON:

-- you know, these are the same general paragraphs that they include in every single petition. This has nothing specific to do with this site or -- or what any defendant did or didn't do. It's just general.

THE COURT:

Uh-huh (yes).

MR. GORDON:

It's -- it's what they always put in -- in their petitions, you know, and -- and they --

THE COURT:

Okay.

MR. GORDON:

-- can do a better job of --

THE COURT:

Yeah, I think you need to --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

-- specify the defendants again.

MR. BRUCHHAUS:

Well, I think -- I think Mr. Gordon said one of his particular clients was BHP; is that right?

MR. GORDON:

That's correct.

MR. BRUCHHAUS:

Okay. BHP was one of operators --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- in this particular case, and, Your Honor -- Your Honor, I would ask that maybe he -- we pass this particular allegation 'cause we haven't been able to do discovery yet to find out what his documents say with regards to these which is why we pled it the way we did. I think that would be a reasonable request of the Court. Beyond what we've done in -- in the petition addressing it in three different paragraphs, I don't know what else we can do --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- without the documents.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of Repsyne, which was a -- a non-operating defendant, and I just note that we raised the same exception, and with respect to the article, the -- the allegations that have been referenced in the petition, those talk specifically about operations. Paragraph 13, which was just cited to Your Honor, begins with the defendants knew or should have known that their day-to-day operations in the field would result in the -- the damages that they now allege. And also I would submit to Your Honor that there is a lack of specificity particularly with -- with respect to.

non-operators.

THE COURT:

Yeah.

So are you saying you need more than the 60 days to amend on the -- on fraud issues?

MR. BRUCHHAUS:

I don't think so, Your Honor. 60 days would probably give us enough.

THE COURT:

Okay.

Okay. Well, you -- that -- I'm granting the exception as to the -- it wasn't a dilatory exception also on mine- -- it's insufficient allegations for the specific -- specificity for fraud, and so you'll amend the petition on that --

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

-- in regard to the fraud allegations.

Okay.

Okay. And the costs will be determined on the merits for these exceptions at this time.

Any other matter we can take up while we're all here? Well, a lot of us are here, not all of us. We still have some -- some out there. We have 60 -- how many defendants, 30. --

MR. BRUCHHAUS:

34, Your Honor.

THE COURT:

-- 4. You have 34 defendants, okay.

MR. BRUCHHAUS:

Although --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- just for the record, some of the defendants haven't answered yet, and some of them haven't been served, so not everybody's here. So --

THE COURT:

Okay. Well, include them on your charts.

MR. BRUCHHAUS:

Sure. We'll take care of it in advance.

THE COURT:

Right.

Okay.

Okay. Thank you.

I'll see y'all next time, okay.

MR. ROBINSON:

Thank you, Your Honor.

(OFF THE RECORD.)

(PROCEEDINGS ADJOURNED.)

27TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. LANDRY

STATE OF LOUISIANA

DOCKET NO. 12-C-5530 DIV. "C"

JACK ANTHONY DEVILLIER, ET AL

VERSUS

CHEVRON U.S.A., INC., ET AL

JUDGMENT SUSTAINING DEFENDANTS' EXCEPTIONS OF VAGUENESS, AND CONTINUING THE HEARING ON ALL OTHER PENDING EXCEPTIONS

The non-evidentiary Exceptions filed by the defendants came on for hearing on the 12th day of August, 2013. Present were:

Patrick Murray, John Carmouche, Brian Carmouche, Todd Wimberley and Jim Ryan, representing the Plaintiffs;

Paul Leveille, representing defendant, Great Southern Oil & Gas Co., Inc.;

Valerie Guidry, representing defendant, Leggett Petroleum, LLC;

David McCrory, representing defendant, BHP Billiton Petroleum (Americas) Inc.;

Rachel Chance, representing defendant, Marks Operating, LLC;

Kay Theunissen, representing defendant, Fay Oil, LLC;

Thomas M. McNamara and Ingrid M. Kemp, representing defendant, Anadarko E&P Onshore LLC, as successor in interest to Howell Petroleum Corporation;

James Guglielmo, representing defendant, Vernon E. Faulconer, Inc.;

Carl Dubon, representing defendant, J.P. Van Way Family Limited Partnership;

John A. Jeansonne, Jr., representing defendant, Meason Operating Company;

Daniel C. Hughes, representing defendant, The Pickens Company, Inc.;

Paul Bullington, representing defendants, Liberty Oil and Gas Corporation and Palmer Petroleum, Inc.;

Penny Malbrew, representing defendants, BP Amerada Production Company and Pan American Petroleum Company; and

Pamela R. Masoari, representing defendant, Chevron U.S.A. Inc.

08/13/13 11:08:14
St. Landry Parish Clerk Of Court

FILED

AUG 16 2013

DEPUTY CLERK

EXHIBIT "10"

Considering the offerings and arguments by counsel, the court being fully informed, and being of the opinion that the Exceptions of Vagueness should be sustained; it is hereby

ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness filed by the Defendants be, and the same hereby are, SUSTAINED; it is further

ORDERED, ADJUDGED AND DECREED that Plaintiffs are required to amend their Petition in the following respects: (1) to identify specifically which defendants did what damage to what specific property or properties; (2) to identify specifically the acts by each defendant which caused the complained-of harm; (3) to specify facts giving rise to the defendants' individual liability, including relevant time period(s) and location(s); (4) to identify any and all relevant contracts, including, without limitation, mineral leases, and to identify the parties to each such contract (i.e., specific plaintiff(s) and/or specific defendant(s)); (5) to provide property descriptions for each tract at issue in the litigation; (6) to identify the ownership or other interest of each plaintiff in each relevant tract(s) at issue in the litigation and to describe the nature of and specific details regarding each plaintiff's ownership or other interest in such tract(s); and (7) to identify which leases or other contracts apply to which defendants. Plaintiffs have twenty-five days from August 12, 2013, to amend their petition; it is further

ORDERED, ADJUDGED AND DECREED that the hearing on all other Exceptions filed by any defendant (apart from the Exceptions of Vagueness) be continued, to be reset at some future date, upon further order by the Court; it is further

ORDERED, ADJUDGED AND DECREED that all costs associated with the hearing on defendants' Exceptions of Vagueness be, and are hereby, assessed against the Plaintiffs.

OPELOUSAS, LOUISIANA, this 23 day of September, 2013.

HONORABLE ALONZO HARRIS
27TH JUDICIAL DISTRICT JUDGE

OPELOUSAS, LOUISIANA 9-23-2013
This is to certify that the above is a true and correct copy of the original on file in the office of the Clerk of Court of St. Landry Parish.
Deputy Clerk of Court

St. Landry Parish Clerk of Court's Office
Filed Sept 23 2013
Dy. Clerk

Submitted by:

Vivian L. Gregoire (#22400)
Pamela R. Mascari (#25162)
Claire H. Juneau (#35209)
KEAN MILLER LLP
400 Convention Street, Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

Michael R. Phillips (#21020)
KEAN MILLER LLP
909 Poydras Street, Suite 1400
New Orleans, Louisiana 70112
Telephone: (504) 585-3850
Attorneys for Chevron U.S.A. Inc., as alleged successor-in-interest to Texaco Inc.

RULE 9.5 CERTIFICATE

I certify that I circulated this proposed judgment/order to counsel for all parties and/or to self-represented parties by e-mail on August 29, 2013 and that:

No opposition was received.

St. Landry Parish Clerk of Court's Office
Filed 10-01-13 2013
By: Clerk

FILED IN OFFICE
2019 AUG -5 PM 2:52
CLERK OF COURT
PARISH OF JEFFERSON, LA.
BY: SANDRA

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION M**

SANDRA COUVILLON BORNE, JUDITH ROJAS KAGAY, WAYNE J. NOLAN, JEFFREY C. NOLAN, KEITH M. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, DOUGLAS G. NOLAN, IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, AND DAVID ROJAS NOLAN

VERSUS

CHEVRON U.S.A. HOLDINGS INC., STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C., ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO, L.P., AND BOPCO, L.P.

FILED: _____ _____
DEPUTY CLERK

FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this First Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

FAK

EXHIBIT "11"

FILED
AUG 16 2019
DEPUTY CLERK

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own the following property located in Jefferson and Plaquemines Parishes in and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields:

JEFFERSON PARISH

1.) A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:
Those portions of Sec. 11, lying south of Sec.37;
Lots 1, 2, and 3 of Sec. 12;
Lots 2, 3, 4 and 5 and the West half of Sec. 13;
All of Sec. 14, south of Sec. 37;
All of Sec. 23;
All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and Dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R.24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor, should go due West 2 miles from this iron pipe

and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, corner of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast corner of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Etne Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16.-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

PLAQUEMINES PARISH

1.) A CERTAIN TRACT OR PARCEL OF LAND, situated in the Parish of Plaquemines, containing thirty-eight hundred (3800) acres, more or less, and being a portion of the upper or Northwestern portion of a larger tract of eleven thousand three hundred and forty-seven, eighty-two hundredths (11,347.82) acres, comprising sections, or parts of sections, 1, 2, 11, 12, 13, in township 17 S., R. 24 East, and sections, or parts of sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,

35, 36. and 39 in township 17 S.,.R. 25 East, Southeastern land District West of the Mississippi River, exclusive of certain rights of ways, sold by the Levee Board to Wilkinson, same being more particularly described, in accordance with the hereinafter referred to map of survey, as follows:

(a) BEGINNING at a point designated by the letter "C", which point is on the Parish line dividing the Parishes of Jefferson and Plaquemines, and which point is 80 arpents from the Mississippi River in township 17 S., R. 24 East, thence S. 12 degrees 30' E. 3030 ft. to the North Shore of Bayou Dupont, which point is designated by the letter "D", thence in an Easterly direction along the North shore of Bayou Dupont to a point, which point is on the dividing line of subdivision Lots No. 1 and 2, and designated by the letters "DD", thence North 38 degrees 00' W. along the line between lots .1 and 2 to the Section line dividing Government Sections 2 and 41, township 17 S., -R 24 E, point designated by the letters "CC", thence S 52 degrees W. 807.3 ft. to point of beginning. Said tract being Subdivision Lot No. 1.

(b) THENCE BEGINNING anew at. a point designated by the letters "GG", which point is S 3 degrees 10', 855.5 ft. from the 40 arpent line from the Mississippi River and on the Western boundary of a certain Right of Way deeded to Wilkinson by the Levee Board, which Right of Way boundary is one-half mile West of the Wilkinson Canal, thence due West along the line dividing Subdivision Lots 13 and 14 to the intersection of said line with the East bank of Bayou Des Fleurs, which point is designated by the letters "GGG", thence in a- Southerly direction along the East bank of Bayou Des Fleurs and Bayou Dupont to the point "E", which point is on the Northerly boundary of a certain Right of Way deeded by the Levee Board to Wilkinson, thence South 80 degrees East to the intersection of said Northerly boundary with the Western boundary of another Right of Way deeded to Wilkinson by the Levee Board, which Right of Way Western boundary, is one-half mile West of what is known as the Wilkinson Canal, which point of intersection is designated by the letter "F", thence North 30 degrees 10 minutes East along said Right of Way, 7226.5 ft. to the point of beginning.

(c) THENCE BEGINNING anew at a point designated by the letter "H", which point is on the East Bank of Bayou Dupont where the Southern boundary of a certain Right of Way, having a width of a five acres, deeded to Wilkinson by the Levee Board, intersects the East bank of the Bayou, thence, along the 80 degrees East to the point "I", which point is one-half mile distance from and on the West side of what is known as the Wilkinson Canal, thence South 29 degrees and 10 minutes East to the point "J", where said line intersects Bayou Trufant, thence along Bayou Trufant to point "K", which point is in the Western boundary of the certain Right of Way deeded to Wilkinson by the Levee Board, which has a width of five acres or 1043.35 feet; thence In a Southedy direction along the Western Boundary of said Right of Way to the point "LL"; thence South 45 degrees West to the dividing line of Sections 38 and 39 Township 17 S., R. 25 East, to the point designated by the letters "MM", thence due North along the line dividing Sections 38 and 39, also Sections 37 and 36 to the point "P", which point is the corner common to Sections 27, 28, 36 and 37 in Township 17 S., R. 25 East; thence due West along the Section line dividing Sections 27 and 37, 5280 ft. to point "Q", which point is on the left designating descending bank of Bayou Dupont; thence in a Northerly direction along Bayou Dupont to point "H", which is the point of beginning.

(d) THENCE BEGINNING anew at point "R", beginning the intersection of the Eastern boundary of the Right of Way of the Wilkinson Canal and one-half miles East of said Canal with the 40 arpent line from the Mississippi River; thence along the 40 arpent line South 46 degrees East 2001.4' to a point; thence South 48 degrees 30 minutes East 2047.3' to a point; thence South-59 degrees E. 3533.6' to a point, thence South 59 degrees 53 minutes East, 669.8 ft.; thence to point designated by the letters "SS", thence South 45 degrees West to the Eastern boundary of the Wilkinson Right of Way, which has a width of 5 acres, which point is designated by the letters "TT";

thence in a Northerly direction along the said Right of Way to point "U" which point Is on the Bayou and is just below the intersection of Bayou Trufant and McCrutcheon; thence in a Northerly and Easterly direction along Bayou McCrutcheon to the Eastern boundary of the Right of Way of the Wilkinson Canal, which is one-half mile distance East from the Wilkinson Canal, which point is designated by the letter "V", thence North 3 degrees 10 minutes East along the Eastern boundary of the said Right of Way, which is one-half mile East of Wilkinson Canal, 7950 ft. to point "R" which I point of beginning.

All of which will more fully appear on certified map of survey by James S. Webb, Civil Engineer, dated November 6, 1925, and revised December 18, 1929, a copy of which said map is attached to and made part of previous Notarial acts of Sale which form part of this chain of title.

Of the property hereinabove described, that portion of the property hereinabove secondly described, bounded on the North by the dividing line of Subdivision Lots Nos. 13 and 14, and on the South by the Southern boundary line of Subdivisions Lots No. 15,and on the East by the Western boundary line of the Wilkinson Right of Way one-half mile from the Wilkinson Canal, and on the West by the Eastern banks of the Bayou Des Fleurs and Bayou Dupont, all included between the lines GG-GGG, GGG-W, W-Y, and Y-GG, shown on the above referred to map of survey, was acquired by Leon Rojas by purchasing from Hercules Georgnais, as per act before Sumter D. Marks, Jr., Notary Public, dated April 1, 1927, Registered in C.O.B.64, Folio 340, of the Records of Plaquemines Parish, Louisiana, all of the remaining property hereinabove described was acquired by Leon Rojas by purchase from Robert Verret, as per Act before Jesse Chandler McGee, dated October 20, 1925, Registered in C.O.B. 62, Folio 198, of the Records of Plaquemines Parish, Louisiana.

LESS AND EXCEPT a tract of land containing approximately two hundred fifty-five (255) acres of land sold by Rojas-Adam Corporation of Delaware to Vincent Rojas as per act of sale registered in the offices of the Clerk of Court, Plaquemines Parish, Louisiana, in C.O.B. 118, Folio 186. Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666 Division "B", Civil District Court, Parish of Orleans, registered in COB 171, Folio 539, Parish of Plaquemines, as amended by the Judgment Nunc Pro Tunc of May 27, 1954, and registered in COB 175, Folio 295, Parish Clerk's Office, Parish of Plaquemines.

Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 64 Folio 340 of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

2.) A CERTAIN TRACT OF LAND, situated in the Southeastern Land District of Louisiana, West of Mississippi River in the Parish of Plaquemines, La., and described as the North West one-quarter (NW1/4) of Section 37 in Township Seventeen (17) South Range Twenty- five (25) East, containing one hundred and twelve and twenty-three hundredths (112.23) acres; the South West one-quarter (SW1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (25) East, containing One Hundred and Thirty-five and Seventy-One hundredths (135.71) acres; the South East one-quarter (SE1/4) of Section 37, Township Seventeen (17) South Range Twenty-five (25)1 East, containing One Hundred and Thirty-one and Forty-six hundredths (131.46) acres; and the North East one-quarter (NE1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (.25) East, containing One Hundred and Sixty (160) acres, totaling in all Five Hundred Thirty-nine and forty hundredths (539.40) acres, all as per plan or sketch made by H. E. Landry, C.E. & Surveyor, bearing date of New Orleans, La. Nov. 22nd, 1941, which Is certified correct in conformity with survey of Frank T. Payne, C.E. of date Feb. 27th, 1922; corrected as of date Oct. 31st, 1942, by the said H. E. Landry, C.E. & Surveyor, and traced for showing Subdivisions of Section 37, T. 17 S. R. 25 East, etc., by E. M. Ivey, Registered C.E. on March 11, 1943.

LESS AND EXCEPT all minerals and mineral rights which are reserved to the Board of Commissioners, Lafourche Basin Levee District in accordance with the provisions of the Louisiana Constitution of 1921. Art. IV, Sec. 2, and the laws and jurisprudence affecting the sale of public lands.

Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered In C.O.B. 171, Folio 539, Parish of Plaquemines, as amended by Judgment Nunc Pro Tunc of May 27th, 1954, and registered in C.O.B. 175, Folio 295., Parish Clerk's Office, Parish of Plaquemines, and further amended by Judgment Nunc Pro Tunc in the aforesaid proceedings, dated October 29, 1969, Registered in C.O.B. 342, Folio 181, Clerk's Office, Parish of Plaquemines. Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB, folio of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in COB 709, Folio 914, Parish of Jefferson and registered n COB 345, Folio 202, Parish of Plaquemines.

JEFFERSON AND/OR PLAQUEMINES PARISHES

1.) ALL THAT CERTAIN TRACT OR PORTION OF LAND, situated in either or both Parishes of Plaquemines and Jefferson, and in the State of Louisiana, designated as all of that portion of Section 37, lying South of the South line of Section 24 and West of Bayou Dupont, in T. 17 S. R. 24E, containing 22.35 acres, more or less; and,

ALSO that portion of Section 47, lying North of Round Lake in T 17 S. R. 25 East, containing 105.96 acres, more or less, all located In the Southeastern Land District of Louisiana, West of the Mississippi River; all as is more fully shown by a sketch and or plan designated "Sketch showing the survey of part of Section 37, T. 17 S. R. 24 East, and part of Section 47, T. 17 S. R. 25 East, certified correct in conformity with survey of Frank R. Payne, C.E., of date, February 27, 1922, New Orleans, LA. November 22nd, 1941, signed by H. E. Landry, C.E., Note: corrected as of date October 31st, 1942, signed H. E. Landry, C.E., traced for

showing Subdivision of Section 37, T. 17 S., R. 25 East. Portion of East Section 47, protracted and computed, dated March 11, 1943, signed E. M. Ivy, Reg. C.E.

Being the same property acquired by the Decedent in the Succession of Leon Rojas, Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered in COB 175, Folio 297, Parish of Plaquemines, La., and in COB 357, Folio 682, Parish of Jefferson.

Also being the same property acquired by the Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 358, folio 585 of the Jefferson Parish Conveyance Records and in COB ____, FOLIO____, of the Plaquemines Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard registered in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

13.

Made defendants are the following parties:

a. CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to Texaco E&P Inc., Texaco Inc., and The Texas Company;

b. STONE ENERGY CORPORATION is a foreign corporation having its principal place of business in Louisiana;

c. HILCORP ENERGY COMPANY is a foreign corporation having its principal place of business in Texas;

d. CHEVRON U.S.A. INC. is a foreign corporation having its principal place of business in California. Chevron U.S.A. Inc. is named as successor in interest to The California Company;

e. THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C. is a foreign corporation having its principal place of business in Texas. The Louisiana Land and Exploration Company LLC is named as successor in interest to The Louisiana Land and Exploration Company;

f. ATLANTIC RICHFIELD COMPANY is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to ARCO Oil and Gas Company – Division of Atlantic Richfield;

g. EXXON MOBIL CORPORATION is a foreign corporation having its principal place of business in Texas. Exxon Mobil Corporation is named as successor in interest to Exxon Corporation and Humble Oil & Refining Co.;

h. SHELL OIL COMPANY is a foreign corporation having its principal place of business in Texas;

i. BP AMERICA PRODUCTION COMPANY is a foreign corporation having its principal place of business in Texas.. BP America Production Company is named as successor in interest to Amoco Production Company and Pan American Production Company;

j. BEPCO, L.P. is a foreign corporation having its principal place of business in Texas. BEPCO, L.P. is named as successor in interest to Richardson & Bass (LA ACCT) et al., Perry Bass, and Perry R. Bass, Inc.; and

k. BOPCO, L.P. is a foreign corporation having its principal place of business in Texas. BOPCO, L.P. is named as successor in interest to Richardson & Bass (LA ACCT) et al, Perry Bass, and Perry R. Bass, Inc.

VENUE

14.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained primarily, in Jefferson Parish.

15.

JEFFERSON PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUIT *THE PARISH OF JEFFERSON V. CHEVRON U.S.A. HOLDINGS INC., ET AL.*, DOCKET 732-769, DIVISION P (24TH JDC) (FILED NOV. 11, 2013)

The Parish of Jefferson has found the following violations by the Defendants herein as alleged by the Parish in the lawsuit *The Parish of Jefferson v. Chevron U.S.A. Holdings Inc., et al.*, Docket 732-769, Division P (24th JDC) (Filed Nov. 11, 2013). Plaintiffs' Property is located within and adjacent to the "Operational Area" defined in the above referenced Parish lawsuit and as depicted in the Parish lawsuit (their Exhibit B) attached hereto as Exhibit A. The subparts

below, "a" through "v", include the findings of the Parish, as alleged the Parish's Petition for Damages to the Jefferson Parish Costal Zone ("Parish Petition") as follows:

a.

> In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Lafitte and Three Bayou Bay Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "Coastal Zone" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish.
>
> ...
>
> In the detailed allegations that follow, the term "Operational Area" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. [Parish Petition ¶ 3].

b.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1). [Parish Petition ¶ 4].

c.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5)...The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone...." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4). [Parish Petition ¶ 5].

d.

The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws. [Parish Petition ¶ 6].

e.

The CZM Laws regulate certain "uses" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." ... The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." [Parish Petition ¶ 7].

f.

Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.* [Parish Petition ¶ 14].

g.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M. [Parish Petition ¶ 16].

h.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43.I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of the Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws. [Parish Petition ¶ 17].

i.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable. [Parish Petition ¶ 18].

j.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. ... The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed [.][Parish Petition ¶ 19].

k.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). [Parish Petition ¶ 20].

l.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D. [Parish Petition ¶ 21].

m.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal

Zone, for which Defendants are liable under the CZM Laws. [Parish Petition ¶ 22].

n.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein. [Parish Petition ¶ 23].

o.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for

their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36. [Parish Petition ¶ 24].

p.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M. [Parish Petition ¶ 25].

q.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

"It is the policy of the coastal resources program to avoid the following adverse impacts . . . :

(4) alterations in the natural concentration of oxygen in coastal waters;
(5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

***

(8) detrimental changes in existing salinity regimes;
(9) detrimental changes in littoral and sediment transport processes;

***

(13) discharges of pathogens or toxic substances into coastal waters;

***

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

***

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;
(19) land loss, erosion, and subsidence;
(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;
(21) reduction in the long term biological productivity of the coastal ecosystem.

[Parish Petition ¶ 26].

r.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program." (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs." [Parish Petition ¶ 27].

s.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities. [Parish Petition ¶ 28].

t.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission. [Parish Petition ¶ 29].

u.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations. [Parish Petition ¶ 30].

v.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area. [Parish Petition ¶ 31].

PLAINTIFFS' ALLEGATIONS

16.

Based upon the foregoing findings by the Parish of Jefferson, particularly Defendants' activities in the Lafitte and Three Bayou Bay Oil and Gas Fields, the Plaintiffs herein allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property. This land loss is caused when the activities described above present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands. For the purposes of the Plaintiffs herein, the "Operational Area" comprises the area in and around Lafitte and Three Bayou Bay Oil and Gas Fields. A list of Defendants' relevant wells is attached as Exhibit B. A list of Defendants' relevant Coastal Use Permits is attached as Exhibit C. Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit. Further, to the extent some of Defendants acts and omissions were allowed by permit, this does not absolve the Defendants of liability to the Plaintiffs. The Defendants' well operations (and related operations, such as dredging, waste disposal, and transportation of product and waste) and Coastal Use Permit activities (and activities beyond the scope of those permits) could have been conducted in a way that did not destroy the Plaintiffs' Property because there were reasonably prudent alternatives that would have prevented the damage done to Plaintiffs' Property.

17.

Defendants' acts and omissions include the acts and omissions as listed above in the Parish Petition, and also include: (1) failure to follow the standard of care under the regulatory structure, (2) failure to follow express and implied obligations under the permits, (3) failure to use reasonably prudent operational techniques, (4) failure to prevent unreasonable alterations to the surrounding land and marsh, (5) failure to use reasonably prudent waste disposal techniques, and (6) failure to use reasonably feasible alternative methods. For example, Defendants failed to

backfill the canals upon the drilling of the wells, failed to use injection wells, failed to use overmarsh vehicles, failed to use proper spoil bank mitigation and maintenance, and failed to manage canals prudently.

18.

Plaintiffs did not have actual or constructive knowledge of the damages caused by defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

19.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

20.

Defendants knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Defendants had a duty to protect the Plaintiffs and Plaintiffs' Property from these effects. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

21.

Each of the Defendants' past and continuing acts and omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around the Operational Area, in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' respective activities at issue in this action.

22.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts and/or omissions. The Plaintiffs are entitled to injunctive relief in the form of

abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

23.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 2: STRICT LIABILITY

24.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

25.

Defendants are strictly liable for their operations that occurred prior to April 16, 1996. Defendants have, or have had, ownership, care, custody, and garde of the canals, and other oil and gas facilities in the Operational Area and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

26.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior coastal lands with increasing volume and velocity, and have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, including the Plaintiffs' Property.

27.

Defendants had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Defendants had, and have, a legal relationship to the property, comprising rights and duties.

28.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' Property.

29.

Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he can not make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Defendants are liable to Plaintiffs because Defendants' acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' Property, and such work has caused damage to Plaintiffs' Property.

30.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Defendants are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." The Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived the Plaintiffs of enjoyment of their land and caused damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

31.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Defendants are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' Property as caused by Defendants' network and physical elements of oil and gas

exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

32.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 3: PUBLIC NUISANCE

33.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

34.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, constituting an unreasonable interference with the health, safety, property, peace, and/or comfort of southeast Louisiana communities as those acts and/or omissions have, and continue to, expose those communities to increased storm surge risk.

35.

Defendants failed to use reasonably prudent operational techniques, failed to prevent unreasonable alterations to the surrounding land and marsh, failed to use reasonably prudent waste disposal techniques, and failed to use reasonably feasible alternative methods to fulfill their purpose without damaging neighboring lands. Defendants' acts and omissions created a hazardous condition affecting the Plaintiffs. Defendants could reasonably foresee that damage would ensue on neighboring properties as a result of their acts and omissions and their decisions not to mitigate the effects of their operations. The harm, inconvenience, and damage materially

interfere with the Plaintiffs' rights to enjoy their property. The damage caused by Defendants is an unreasonable intrusion into the lives of the neighboring Plaintiffs.

36.

That unreasonable interference has been and continues to be a proximate cause of particularized damage to Plaintiffs' Property in the form of the value of land directly lost and the value of economic and life activities attendant to that lost land. This damage is different in kind than that sustained by the public at large.

37.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

38.

That unreasonable interference is continuing to produce adverse effects.

39.

That unreasonable interference is known or knowable by Defendants.

40.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

41.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 4: PRIVATE NUISANCE

42.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

43.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around the Operational Area, all in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

44.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

45.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care.

46.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

47.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 5: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

48.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

49.

The express and implied obligations and duties contained in the coastal use permits ("CUPs") identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property, and that Defendants take affirmative protective actions and prohibit other actions with detrimental effects in and around the Operational Area.

50.

Provisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs. Accordingly, those provisions afford Plaintiffs third-party beneficiary status.

51.

Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action.

52.

Accordingly, Defendants are in continuing breach of those obligations and duties such that Defendants are bound to redress the damages caused by their breach and sustained by the Plaintiffs. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration

activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

53.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

CUMULATIVE IMPACTS AND REMEDY

54.

The Defendants' operations have caused cumulative and collective impacts to the Plaintiffs' Property. These cumulative and collective impacts resulted in common injury to Plaintiffs' Property, including the altered hydrology, saltwater intrusion, loss of vegetation and resulting land loss. As previously stated, Plaintiffs' Property lies within and adjacent to the Operational Area defined by the Pariah lawsuit. The Defendants' network of oil and gas exploration production and transportation facilities, equipment, wells, and other related structures, and canals and spoil banks helped introduce and continue to introduce corrosive saltwater and other substances to this particular geographic area. Thus, there is a community of interest among the Defendants. The Defendants' damages to the Plaintiffs' Property are commingled and indistinguishable from one another. The required remedies for the damages are the result of all of the Defendants' actions and omissions. The combined effects of these operations have caused cumulative impacts to the Operational Area and Plaintiffs' Property.

55.

The only feasible and practical outcome here is restoration to the area as a whole. Defendants' damages to Plaintiffs' Property involve the same factual and legal issues in terms of the historical oil and gas operations in the area and their cumulative detriments.

56.

All of the Defendants named herein are jointly and solidarily liable for the damage to the Plaintiffs' Property.

57.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Defendants finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28315)
Bailey, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
Fishman, Haygood, Phelps, Walmsley Willis & Swanson, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

PLEASE HOLD SERVICE

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ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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S/ JADE T. SANDRAS
DEPUTY CLERK
PARISH OF JEFFERSON, LA

EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial

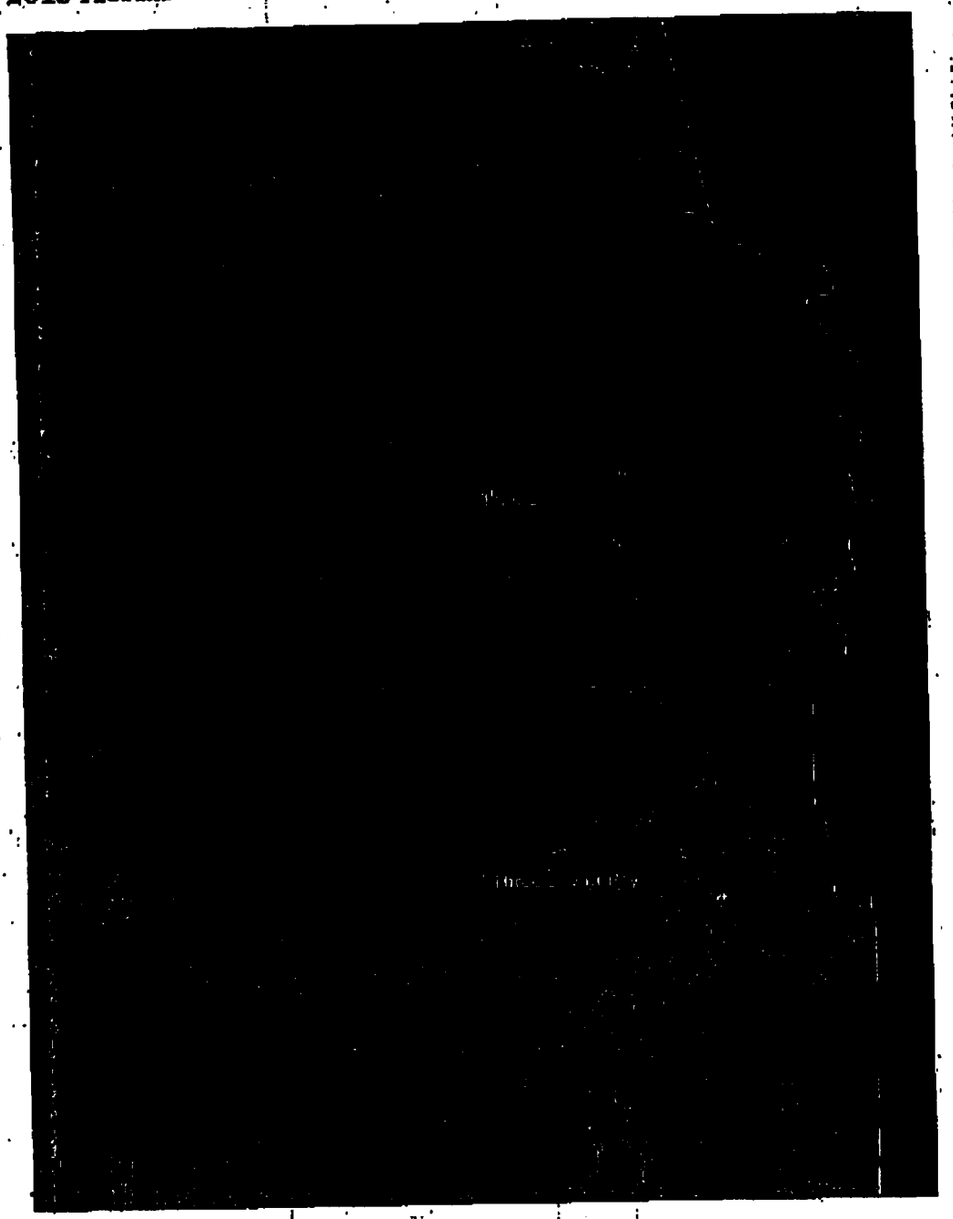


EXHIBIT A

List of Relevant Oil and Gas Wells Operated by Defendants and their Predecessors (by LDNR Well Serial Number)

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AMOCO PRODUCTION COMPANY

35058		

ARCO OIL & GAS CO-DIV OF ATLANTIC RICHFIELD

88020	89789	

EXXON CORPORATION

63215	63955	64706

HILCORP ENERGY COMPANY

18296	114669	182919
18694	115167	183345
18696	115459	187684
19331	116696	190786
20588	118615	192634
21843	118914	206536
22746	119286	206537
23598	119524	207444
23654	119528	207546
23711	122333	207648
26130	122880	207886
31801	125085	209699
38662	132776	209715
45381	132926	213082
46361	133174	215062
46479	133573	216349
67422	135682	216402
68730	136171	216403
69538	136437	217666
69765	136916	217683
71408	137498	217810
73902	137970	218456
74271	138919	223308
74490	138968	223851
75104	139249	223974
75980	142216	224027
77938	145983	224582
79211	147803	225125
79212	149137	225459
79467	151358	225678
83348	152558	225793
85824	154133	227322
87685	154554	227730

EXHIBIT B

88425	154820	227904
91284	155949	229850
91285	164023	230747
91876	173333	231058
94308	174197	232937
95099	177195	233213
102627	177295	234130
110675	177297	246001
114222	180872	246220
114224	180873	246405

HUMBLE OIL AND REFINING CO.

55691	62734	66354
57685	65478	97105

J.A. LAND & EXPL. CO.

216478	223974	227922
223308	224582	227493
223379	225125	227581

PAN AMERICAN PRODUCTION CO.

35058		

PERRY R. BASS

66028		

RICHARDSON & BASS LA AGENCY ET AL

62293	66769	68371

SHELL OIL COMPANY

24279	54819	73826
54087	72738	77659

STONE ENERGY CORPORATION

18236	99728	145983
18694	102355	147803
18696	102627	149137

19331	110675	150027
20304	113718	151358
20588	113866	152558
21843	114222	154133
22746	114224	154554
22949	114540	154820
23598	114669	155949
23654	114699	164023
23711	115167	172089
25349	115458	173333
26130	115459	174197
26131	115786	177195
26862	116047	177295
26863	116696	177297
31801	117158	177342
38662	118291	180872
39394	118615	180873
45381	118914	182919
46361	119286	183345
46479	119343	187684
48919	119524	190786
67422	119528	192634
68730	120252	206536
69396	120389	206537
69538	121818	207444
69765	121853	207546
71408	122333	207648
73044	122880	207886
73886	123671	209699
73902	125085	209714
74271	129112	209715
74490	131783	213082
75104	132267	215062
75980	132776	216349
77938	132926	216402
78322	133174	216403
79211	133573	217600
79212	134384	217666
79467	135682	217683
83116	135827	217810
83348	135899	218456
85824	136171	223851
86006	136437	224027
87685	136477	224099
88055	136916	225459
88425	137498	225678
88708	137970	225793
89182	138919	226227
90011	138968	227730
91284	139249	227781
91285	139651	227904
91751	139929	229831
91832	140884	229850
91876	141386	230747
94307	141949	231058
94308	142216	232937
95099	142264	233213
96722	142971	233397

98740	143579	234130

[redacted]

18236	91751	134264
18694	91832	134384
18696	91874	134589
19331	91876	135682
19799	92626	135827
19812	94288	135899
20304	94307	136171
20588	94308	136437
20775	94352	136477
21431	94796	136478
21843	94851	136916
22609	95099	137498
22629	96722	137550
22746	96937	137970
22949	97632	137981
23597	97966	138919
23598	98005	138968
23654	98740	139220
23655	98941	139249
23711	99728	139651
24015	100285	139929
24288	102355	140884
24394	102627	141061
25171	110675	141386
25349	113131	141949
26130	113594	142216
26131	113718	142264
26862	113751	142971
26863	113866	143377
31801	114222	143579
38662	114224	145983
39394	114540	147803
39524	114669	149137
44975	114699	150027
45381	115167	150439
46361	115458	151358
46479	115459	152558
48919	115786	153152
50487	116047	154133
54269	116447	154554
63454	116696	154820
67422	116829	155949
68730	117157	164023
69396	117158	172089
69538	118244	173333
69765	118291	173734
71408	118615	174197
72214	118914	177195
73044	119286	177295
73886	119343	177297
73902	119524	177342
74271	119528	180872

74490	120252	180873
75011	120389	182919
75104	120684	183345
75643	121818	187684
75980	121853	190658
77219	122084	190786
77938	122333	192634
78042	122460	206536
78322	122880	206537
78771	123247	206603
79211	123426	207444
79212	123671	207445
79467	124428	207546
79604	125085	207648
79851	125360	207886
82444	128106	209699
83116	128530	209714
83348	128598	209715
85824	129051	213082
86006	129112	215062
87685	131013	216349
87882	131188	216402
88055	131201	216403
88425	131783	217600
88708	132036	217666
89182	132267	217683
89967	132568	217744
90011	132776	217745
91284	132926	217810
91285	133174	218456
91419	133573	218945

[redacted]

17435	89788	126060
17912	89848	126061
17913	89867	126269
18141	89900	126474
18236	89967	126715
18237	89968	126765
18694	90002	127970
18696	90011	128106
18862	90040	128247
18893	90041	128355
19330	90173	128530
19331	90406	128598
19380	90853	128626
19592	91002	128722
19799	91284	129051
19812	91285	129112
20804	91419	129604
20588	91584	129668
20723	91647	129770
20775	91751	129952
20832	91832	130803
20898	91833	131013

20933	91874	131188
20987	91875	131201
21032	91876	131663
21351	91923	131720
21422	92005	131783
21431	92006	131865
21589	92344	131897
21774	92625	132035
21843	92626	132036
22077	92950	132267
22259	92992	132292
22609	93430	132568
22629	93446	132776
22746	93698	132926
22949	93869	133129
22955	93891	133174
23010	94017	133187
23288	94085	133573
23597	94094	133815
23598	94111	134081
23639	94123	134264
23654	94142	134384
23655	94143	134501
23711	94288	134589
24015	94307	134626
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24064	94352	135302
24288	94565	135438
24394	94609	135671
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25171	94796	135899
25348	94797	135995
25349	94831	136115
25435	94851	136171
25665	95034	136437
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26131	95181	136478
26626	95701	136824
26862	96061	136858
26863	96115	136871
27197	96116	136916
27242	96117	137035
27441	96270	137113
27708	96337	137114
28039	96722	137319
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31801	97101	137550
32243	97198	137969
34028	97281	137970
34090	97334	137981
34638	97470	138786
37407	97496	138919
38436	97615	138951
38661	97632	138968
38662	97966	138984
38905	98004	139220

39281	98005	139221
39341	98063	139227
39394	98157	139247
39524	98416	139248
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42362	98940	139534
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43711	98942	139536
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45381	99474	139651
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46583	99862	140288
46648	99941	140399
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47462	100189	140855
47549	100285	140884
47753	100309	140885
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49163	102356	140992
49409	102397	140993
49639	102541	141018
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54105	103093	141302
54269	110201	141385
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57457	110863	141949
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60850	111147	141983
60987	111197	142192
62670	111494	142216
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63796	112569	142264
64288	113084	142295
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67005	113131	142398
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67745	113593	142765
68730	113594	142766
68788	113690	142971
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70643	114011	143498
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71461	114223	143867
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74490	115167	145781
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74533	115459	145862
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75980	116196	147012
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83116	119286	158422
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83324	119524	160553
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85824	120750	177296
85987	120952	177297
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86197	121207	180872
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86724	122333	188613
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87303	122880	192634
87397	123247	203104
87685	123254	206536
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100539	104961	108144
100818	105611	108464
100819	106222	108801
100821	106234	108876
100880	106476	109248
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Coastal Use Permits

1	P19800068	TEXACO EXPLORATION & PRODUCTION, INC.
2	P19800082	TEXACO EXPLORATION & PRODUCTION, INC.
3	P19800134	TEXACO EXPLORATION & PRODUCTION, INC.
4	P19800209	TEXACO EXPLORATION & PRODUCTION, INC
5	P19800245	TEXACO EXPLORATION & PRODUCTION, INC.
6	P19800260	TEXACO EXPLORATION & PRODUCTION, INC.
7	P19800353	TEXACO EXPLORATION & PRODUCTION, INC.
8	P19810035	TEXACO EXPLORATION & PRODUCTION, INC.
9	P19810177	TEXACO EXPLORATION & PRODUCTION, INC.
10	P19810188	TEXACO EXPLORATION & PRODUCTION, INC.
11	P19810217	TEXACO EXPLORATION & PRODUCTION, INC.
12	P19810908	TEXACO EXPLORATION & PRODUCTION, INC.
13	P19820012	TEXACO EXPLORATION & PRODUCTION, INC.
14	P19820160	TEXACO EXPLORATION & PRODUCTION, INC.
15	P19830261	TEXACO EXPLORATION & PRODUCTION, INC.
16	P19830263	TEXACO EXPLORATION & PRODUCTION, INC.
17	P19821023	TEXACO EXPLORATION & PRODUCTION, INC.
18	P19821221	TEXACO EXPLORATION & PRODUCTION, INC.
19	P19821225	TEXACO EXPLORATION & PRODUCTION, INC.
20	P19821307	TEXACO EXPLORATION & PRODUCTION, INC.
21	P19830206	TEXACO EXPLORATION & PRODUCTION, INC.
22	P19831028	TEXACO EXPLORATION & PRODUCTION, INC.
23	P19831045	TEXACO EXPLORATION & PRODUCTION, INC.
24	P19831081	TEXACO EXPLORATION & PRODUCTION, INC.
25	P19831218	TEXACO EXPLORATION & PRODUCTION, INC.
26	P19840656	TEXACO EXPLORATION & PRODUCTION, INC.
27	P19850543	TEXACO EXPLORATION & PRODUCTION, INC.
28	P19850944	TEXACO EXPLORATION & PRODUCTION, INC.

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OF COURT JEFFERSON LA

EXHIBIT
Exhibit C

Coastal Use Permits

29	P19851094	TEXACO EXPLORATION & PRODUCTION, INC.
30	P19851199	TEXACO EXPLORATION & PRODUCTION, INC.
31	P19851298	TEXACO EXPLORATION & PRODUCTION, INC.
32	P19851311	TEXACO EXPLORATION & PRODUCTION, INC.
33	P19851338	TEXACO EXPLORATION & PRODUCTION, INC.
34	P19851348	TEXACO EXPLORATION & PRODUCTION, INC.
35	P19851392	TEXACO EXPLORATION & PRODUCTION, INC.
36	P19860038	TEXACO EXPLORATION & PRODUCTION, INC.
37	P19860040	TEXACO EXPLORATION & PRODUCTION, INC.
38	P19860188	TEXACO EXPLORATION & PRODUCTION, INC.
39	P19860195	TEXACO EXPLORATION & PRODUCTION, INC.
40	P19860266	TEXACO EXPLORATION & PRODUCTION, INC.
41	P19860398	TEXACO EXPLORATION & PRODUCTION, INC.
42	P19860831	TEXACO EXPLORATION & PRODUCTION, INC.
43	P19860844	TEXACO EXPLORATION & PRODUCTION, INC.
44	P19860845	TEXACO EXPLORATION & PRODUCTION, INC.
45	P19870230	TEXACO EXPLORATION & PRODUCTION, INC.
46	P19870237	TEXACO EXPLORATION & PRODUCTION, INC.
47	P19870419	TEXACO EXPLORATION & PRODUCTION, INC.
48	P19870467	TEXACO EXPLORATION & PRODUCTION, INC.
49	P19870726	TEXACO EXPLORATION & PRODUCTION, INC.
50	P19870857	TEXACO EXPLORATION & PRODUCTION, INC.
51	P19870963	TEXACO EXPLORATION & PRODUCTION, INC.
52	P19871001	TEXACO EXPLORATION & PRODUCTION, INC.
53	P19871042	TEXACO EXPLORATION & PRODUCTION, INC.
54	P19871043	TEXACO EXPLORATION & PRODUCTION, INC.
55	P19871047	TEXACO EXPLORATION & PRODUCTION, INC.
56	P19871051	TEXACO EXPLORATION & PRODUCTION, INC.

Coastal Use Permits

57	P19871086	TEXACO EXPLORATION & PRODUCTION, INC.
58	P19871087	TEXACO EXPLORATION & PRODUCTION, INC.
59	P19871088	TEXACO EXPLORATION & PRODUCTION, INC.
60	P19871209	TEXACO EXPLORATION & PRODUCTION, INC.
61	P19871218	TEXACO EXPLORATION & PRODUCTION, INC.
62	P19871219	TEXACO EXPLORATION & PRODUCTION, INC.
63	P19871252	TEXACO EXPLORATION & PRODUCTION, INC.
64	P19871255	TEXACO EXPLORATION & PRODUCTION, INC.
65	P19880034	TEXACO EXPLORATION & PRODUCTION, INC.
66	P19880035	TEXACO EXPLORATION & PRODUCTION, INC
67	P19880043	TEXACO EXPLORATION & PRODUCTION, INC.
68	P19880151	TEXACO EXPLORATION & PRODUCTION, INC.
69	P19880152	TEXACO EXPLORATION & PRODUCTION, INC.
70	P19880153	TEXACO EXPLORATION & PRODUCTION, INC.
71	P19880154	TEXACO EXPLORATION & PRODUCTION, INC.
72	P19880286	TEXACO EXPLORATION & PRODUCTION, INC.
73	P19880291	TEXACO EXPLORATION & PRODUCTION, INC.
74	P19880423	TEXACO EXPLORATION & PRODUCTION, INC.
75	P19880610	TEXACO EXPLORATION & PRODUCTION, INC.
76	P19880611	TEXACO EXPLORATION & PRODUCTION, INC.
77	P19881102	TEXACO EXPLORATION & PRODUCTION, INC.
78	P19890109	TEXACO EXPLORATION & PRODUCTION, INC.
79	P19890815	TEXACO EXPLORATION & PRODUCTION, INC.
80	P19900324	TEXACO EXPLORATION & PRODUCTION, INC.
81	P19900872	TEXACO EXPLORATION & PRODUCTION, INC.
82	P19900885	TEXACO EXPLORATION & PRODUCTION, INC.
83	P19900928	TEXACO EXPLORATION & PRODUCTION, INC.
84	P19901082	TEXACO EXPLORATION & PRODUCTION, INC.

Coastal Use Permits

85	P19910089	TEXACO EXPLORATION & PRODUCTION, INC.
86	P19910856	TEXACO EXPLORATION & PRODUCTION, INC.
87	P19910968	TEXACO EXPLORATION & PRODUCTION, INC.
88	P19911113	TEXACO EXPLORATION & PRODUCTION, INC.
89	P19911144	TEXACO EXPLORATION & PRODUCTION, INC.
90	P19920263	TEXACO EXPLORATION & PRODUCTION, INC.
91	P19920427	TEXACO EXPLORATION & PRODUCTION, INC.
92	P19920798	TEXACO EXPLORATION & PRODUCTION, INC.
93	P19920973	TEXACO EXPLORATION & PRODUCTION, INC.
94	P19921187	TEXACO EXPLORATION & PRODUCTION, INC.
95	P19921245	TEXACO EXPLORATION & PRODUCTION, INC.
96	P19921388	TEXACO EXPLORATION & PRODUCTION, INC.
97	P19930628	TEXACO EXPLORATION & PRODUCTION, INC.
98	P19930774	LA LAND & EXPLORATIO
99	P19930814	TEXACO EXPLORATION & PRODUCTION, INC.
100	P19930978	TEXACO EXPLORATION & PRODUCTION, INC.
101	P19930979	TEXACO EXPLORATION & PRODUCTION, INC.
102	P19931129	TEXACO EXPLORATION & PRODUCTION, INC.
103	P19940001	TEXACO EXPLORATION & PRODUCTION, INC.
104	P19940148	TEXACO EXPLORATION & PRODUCTION, INC.
105	P19940162	TEXACO EXPLORATION & PRODUCTION, INC.
106	P19940163	TEXACO EXPLORATION & PRODUCTION, INC.
107	P19940164	TEXACO EXPLORATION & PRODUCTION, INC.
108	P19940165	TEXACO EXPLORATION & PRODUCTION, INC.
109	P19940280	TEXACO EXPLORATION & PRODUCTION, INC.
110	P19940363	TEXACO EXPLORATION & PRODUCTION, INC.
111	P19940371	TEXACO EXPLORATION & PRODUCTION, INC.
112	P19940422	TEXACO EXPLORATION & PRODUCTION, INC.

Coastal Use Permits

113	P19940478	TEXACO EXPLORATION & PRODUCTION, INC.
114	P19940480	TEXACO EXPLORATION & PRODUCTION, INC.
115	P19941058	TEXACO EXPLORATION & PRODUCTION, INC.
116	P19941198	TEXACO EXPLORATION & PRODUCTION, INC.
117	P19941220	TEXACO EXPLORATION & PRODUCTION, INC.
118	P19941310	TEXACO EXPLORATION & PRODUCTION, INC.
119	P19941461	TEXACO EXPLORATION & PRODUCTION, INC.
120	P19941466	TEXACO EXPLORATION & PRODUCTION, INC.
121	P19950212	TEXACO EXPLORATION & PRODUCTION, INC.
122	P19950301	TEXACO EXPLORATION & PRODUCTION, INC.
123	P19950363	TEXACO EXPLORATION & PRODUCTION, INC.
124	P19950544	TEXACO EXPLORATION & PRODUCTION, INC.
125	P19950637	TEXACO EXPLORATION & PRODUCTION, INC.
126	P19950759	TEXACO EXPLORATION & PRODUCTION, INC.
127	P19950864	TEXACO EXPLORATION & PRODUCTION, INC.
128	P19951046	TEXACO EXPLORATION & PRODUCTION, INC.
129	P19951158	TEXACO EXPLORATION & PRODUCTION, INC.
130	P19951167	TEXACO EXPLORATION & PRODUCTION, INC.
131	P19951277	TEXACO EXPLORATION & PRODUCTION, INC.
132	P19960069	TEXACO EXPLORATION & PRODUCTION, INC.
133	P19960099	TEXACO EXPLORATION & PRODUCTION, INC.
134	P19960484	TEXACO EXPLORATION & PRODUCTION, INC.
135	P19960485	TEXACO EXPLORATION & PRODUCTION, INC.
136	P19960552	TEXACO EXPLORATION & PRODUCTION, INC.
137	P19960574	TEXACO EXPLORATION & PRODUCTION, INC.
138	P19961018	TEXACO EXPLORATION & PRODUCTION, INC.
139	P19961796	TEXACO EXPLORATION & PRODUCTION, INC.
140	P19970192	TEXACO EXPLORATION & PRODUCTION, INC.

Coastal Use Permits

141	P19970193	TEXACO EXPLORATION & PRODUCTION, INC.
142	P19971611	TEXACO EXPLORATION & PRODUCTION, INC.
143	P19971612	TEXACO EXPLORATION & PRODUCTION, INC.
144	P19971955	TEXACO EXPLORATION & PRODUCTION, INC.
145	P19988154	TEXACO EXPLORATION & PRODUCTION, INC.
146	P19980523	TEXACO EXPLORATION & PRODUCTION, INC.
147	P19980770	TEXACO EXPLORATION & PRODUCTION, INC.
148	P19981568	TEXACO EXPLORATION & PRODUCTION, INC.
149	P19981625	TEXACO EXPLORATION & PRODUCTION, INC.
150	P19981668	TEXACO EXPLORATION & PRODUCTION, INC.
151	P19990462	LA LAND & EXPL CO
152	P19990986	LA LAND & EXPL CO
153	P19991388	STONE ENERGY CORP
154	P19991468	LA LAND & EXPL CO
155	P20000117	STONE ENERGY CORP
156	P20000194	STONE ENERGY CORP
157	P20000222	STONE ENERGY CORP
158	P20000250	STONE ENERGY CORP
159	P20000272	STONE ENERGY CORP
160	P20000273	STONE ENERGY CORP
161	P20000281	STONE ENERGY CORP
162	P20000284	STONE ENERGY CORP
163	P20000295	STONE ENERGY CORP
164	P20000334	STONE ENERGY CORP
165	P20000394	STONE ENERGY CORP
166	P20000511	STONE ENERGY CORP
167	P20000581	STONE ENERGY CORP
168	P20000741	LA LAND & EXPL CO

169	P20000984	LA LAND & EXPL CO
170	P20010038	STONE ENERGY CORP
171	P20010327	STONE ENERGY CORP
172	P20010369	STONE ENERGY CORP
173	P20010465	STONE ENERGY CORP
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191	P20011126	STONE ENERGY CORP
192	P20011279	STONE ENERGY CORP
193	P20011646	STONE ENERGY CORP
194	P20011648	STONE ENERGY CORP
195	P20011906	STONE ENERGY CORP
196	P20011938	STONE ENERGY CORP

Coastal Use Permits

197	P20020551	CHEVRON TEXACO
198	P20020575	STONE ENERGY CORP
199	P20020654	STONE ENERGY CORP
200	P20020718	STONE ENERGY CORP
201	P20020749	STONE ENERGY CORP
202	P20020773	STONE ENERGY CORP
203	P20020782	STONE ENERGY CORP
204	P20020794	STONE ENERGY CORP
205	P20020795	STONE ENERGY CORP
206	P20020843	LA LAND & EXPL CO
207	P20020966	LA LAND & EXPL CO
208	P20021638	STONE ENERGY CORP
209	P20030172	STONE ENERGY CORP
210	P20030173	STONE ENERGY CORP
211	P20030206	STONE ENERGY CORP
212	P20030242	STONE ENERGY CORP
213	P20030530	STONE ENERGY CORP
214	P20030621	STONE ENERGY CORP
215	P20030639	STONE ENERGY CORP
216	P20030946	STONE ENERGY CORP
217	P20031295	STONE ENERGY CORP
218	P20031328	STONE ENERGY CORP
219	P20040958	STONE ENERGY CORP
220	P20040963	STONE ENERGY CORP
221	P20041520	STONE ENERGY CORP
222	P20041550	STONE ENERGY CORP
223	P20041737	STONE ENERGY CORP
224	P20041739	STONE ENERGY CORP

225	P20041814	STONE ENERGY CORP
226	P20041824	STONE ENERGY CORP
227	P20041827	STONE ENERGY CORP
228	P20050185	STONE ENERGY CORP
229	P20050218	STONE ENERGY CORP
230	P20050281	STONE ENERGY CORP
231	P20050087	STONE ENERGY CORP
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233	P20060153	STONE ENERGY CORP
234	P20060451	STONE ENERGY CORP
235	P20060582	STONE ENERGY CORP
236	P20060725	STONE ENERGY CORP
237	P20061217	STONE ENERGY CORPORATION
238	P20061683	STONE ENERGY CORPORATION
239	P20070104	STONE ENERGY CORPORATION
240	P20070493	HILCORP ENERGY COMPANY
241	P20080358	STONE ENERGY CORPORATION
242	P20081232	STONE ENERGY CORPORATION
243	P20081387	STONE ENERGY CORPORATION
244	P20081456	STONE ENERGY CORPORATION
245	P20090081	HILCORP ENERGY COMPANY
246	P20090230	HILCORP ENERGY COMPANY
247	P20090786	HILCORP ENERGY COMPANY
248	P20091050	HILCORP ENERGY COMPANY
249	P20091074	HILCORP ENERGY COMPANY
250	P20091091	HILCORP ENERGY COMPANY
251	P20091275	HILCORP ENERGY COMPANY
252	P20091290	HILCORP ENERGY COMPANY

Coastal Use Permits

253	P20100340	HILCORP ENERGY COMPANY
254	P20100598	HILCORP ENERGY COMPANY
255	P20100641	HILCORP ENERGY COMPANY
256	P20100740	HILCORP ENERGY COMPANY
257	P20101062	HILCORP ENERGY COMPANY
258	P20110536	HILCORP ENERGY COMPANY
259	P20110643	HILCORP ENERGY COMPANY
260	P20111464	HILCORP ENERGY COMPANY
261	P20120588	HILCORP ENERGY COMPANY
262	P20120743	HILCORP ENERGY COMPANY
263	P20120831	HILCORP ENERGY COMPANY
264	P20121182	HILCORP ENERGY COMPANY
265	P20121200	HILCORP ENERGY COMPANY
266	P20121400	HILCORP ENERGY COMPANY
267	P20121445	HILCORP ENERGY COMPANY
268	P20121597	HILCORP ENERGY COMPANY
269	P20130049	HILCORP ENERGY COMPANY
270	P20130078	HILCORP ENERGY COMPANY
271	P20130085	HILCORP ENERGY COMPANY
272	P20130151	HILCORP ENERGY COMPANY
273	P20130369	HILCORP ENERGY COMPANY
274	P20130408	HILCORP ENERGY COMPANY
275	P20131332	HILCORP ENERGY COMPANY

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Carol Lee K. Hotard, DY CLERK
JEFFERSON PARISH, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

CODED D1 805

STATE OF LOUISIANA

DOCKET NO. 744218 DIVISION: M

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____
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ORDER

The Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by defendants, Chevron U.S.A. Holdings Inc., Stone Energy Corporation, Hilcorp Energy Company, Chevron U.S.A. Inc., The Louisiana Land and Exploration Company L.L.C., Atlantic Richfield Company, ExxonMobil Corporation, Shell Oil Company, BP America Production Company, BEPCO L.P. and BOPCO, L.P. came before the Court for hearing on December 7, 2016:

Appearing for

Plaintiffs, J. Rock Palermo III and Emma Elizabeth Antin Daschbach;

Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc., Alexandra White and Michael Phillips;

Stone Energy Corporation, Elizabeth Wheeler;

Hilcorp Energy Company, Kelsey Meeks;

The Louisiana Land & Exploration Company, Leigh Ann Schell

Atlantic Richfield Company and BP America Production Company, George Arceneaux

Shell Oil Company, R. Keith Jarrett

ExxonMobil Corporation, Robert McNeal and Martin Stern

BEPCO L.P. and BOPCO L.P., Kelly Ransom

Upon consideration of the exceptions, memoranda in support and opposition, evidence presented and arguments of counsel, the Court, for reasons orally assigned, ruled as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by all defendants are GRANTED, and Plaintiffs are ordered to amend their petition within ninety (90) days of the date of this Order to more particularly plead the material facts

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EXHIBIT "12"

FILED
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which are the basis for their claims against each individual defendant, including as required by Louisiana Code of Civil Procedure article 860. Failure to amend accordingly may result in dismissal of this action, without prejudice.

No other exceptions were considered at the December 7, 2016 hearing.

Signed in Chambers, in Gretna, Louisiana, this 19th day of January, 2017.

Honorable Henry G. Sullivan, Jr.
Judge, 24th Judicial District Court

IMAGED JAN 19 2017

CODED

KEAN|MILLER LLP
ATTORNEYS AT LAW

PAMELA REMAN MASCARI, PARTNER
[225] 382-3400
PAM.MASCARI@KEANMILLER.COM

January 13, 2017

Hon. Henry G. Sullivan
Judge, 24th Judicial District Court
Thomas F. Donelon Courthouse
200 Derbigny St, Suite 4100
Gretna, LA 70053

RE: Sandra Couvillon Borne, et al. v. Chevron U.S.A. Holdings, Inc., et al.,
Case No.: 744-218, Div. "M", 24th JDC, Parish of Jefferson
KM File No. 16457-305

Dear Judge Sullivan:

Enclosed is a proposed order reflecting your ruling at the hearing in this matter on December 7, 2016. Pursuant to Uniform Rule 9.5, I certify that this proposed order was agreed upon by all parties via email circulation with the current form being agreed to by plaintiffs' counsel on January 10, 2017. Accordingly, I respectfully request that you sign the enclosed order and enter it into the record of this proceeding.

Thanks in advance for your consideration.

Very truly yours,

Pamela R. Mascari

PRM
Enclosures

cc: All Counsel of Record (via email, w/ encl.)

T 225.387.0999 | F 225.388.9133
6 City Plaza | 400 Convention Street Suite 700 | Baton Rouge, LA 70802
Post Office Box 3513 | Baton Rouge, LA 70821
keanmiller.com

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 DIVISION "M"

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____
DEPUTY CLERK

SECOND SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this Second Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

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4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own an undivided 63.66% interest in all of the following property located in Jefferson Parish within the Lafitte Oil and Gas Field and containing approximately 2,345 acres:

A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:

- Those portions of Sec. 11, lying south of Sec.37;
- Lots 1, 2, and 3 of Sec. 12;
- Lots 2, 3, 4 and 5 and the West half of Sec. 13;
- All of Sec. 14, south of Sec. 37;
- All of Sec. 23;
- All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

> "To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor,

should go due West 2 miles from this iron pipe and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, corner of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast corner of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Ernest Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

13.

The Plaintiffs appear in this matter as:

1. Lessors, assigns, successors-in-interest, and/or third party beneficiaries to certain oil, gas and mineral leases between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendants (and Defendants' predecessors-in-interest); and
2. Landowners, assignees, and successors-in-interest of real property damaged by the oil and gas activities conducted or controlled by the Defendants (and Defendants' predecessors-in-interest) pursuant to mineral leases and amendments.

14.

The following parties are made Defendants:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco Exploration and Production Inc., Texaco Inc., and The Texas Company**; and

b. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield, Argo Oil Corporation, Sinclair Oil Corporation,** and **Sinclair Oil & Gas Company.**

15.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained, in Jefferson Parish.

16.

Defendants conducted, directed and participated in various oil and gas exploration and production activities as operators and/or working interest owners and/or joint venturers on and near Plaintiffs' property in the Lafitte Oil and Gas Field. Defendants' activities included the dredging and/or alteration of canals and oversight, operation, or construction of various oil and gas facilities, including but not limited to pits, pumps, platforms, pipelines, flowlines, tanks, tank batteries, wells, wellheads, and measuring and disposal facilities. Defendants' dredging and alteration of canals and disposal of produced water into canals and leaking pits have drastically altered the hydrology of the area on and surrounding Plaintiffs' property thereby causing saltwater

intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' property.

17.

A study performed by CH2M Hill in October 2006 for the Louisiana Department of Natural Resources, showed that between 1932 and 1990, more than 40% of the land converted to open water in the hydrologic sub-basin in which Plaintiffs' property is situated, and oil and gas exploration and production operations were determined to be the cause of more than 95% of that loss. Plaintiffs' property has suffered land loss as a direct result of the acts and omissions of Chevron and Atlantic Richfield.

18.

Chevron operated on and adjacent to Plaintiffs' property beginning in the 1930s and continued through the 1990s. Chevron's operations included dredging and altering canals and operating 46 wells on and adjacent to Plaintiffs' property. Chevron's predecessors Texaco Inc. and Texaco Exploration and Production Inc. ("TEPI") each operated the following 31 wells, by serial number:

22629	50487	113131	139220	190658
24015	54269	113751	141061	209714
24288	63454	115167	142264	216402
31801	69396	132568	150027	
39524	79467	136171	153152	
45381	82444	136477	154133	
48919	100285	137970	173734	

19.

TEPI also operated the following seven wells, by serial number:

217600	217683	217810	218945
217666	217744	218456	

20.

On September 2, 1991, Texaco Inc. entered into multiple leases ("1991 Texaco Leases") with Plaintiffs covering 975 acres of Plaintiffs' property. The 1991 Texaco Leases are recorded under entries 9149358, 9149368, and 9149369 of the Conveyance Records of Jefferson Parish. Texaco Inc. had previously entered into a lease with Plaintiffs that covered this same acreage and

had operated wells and conducted oil and gas operations on this acreage from 1947 through 1986. Prior to 1986, Texaco operated the following eight wells, by serial number, on the same lease acreage set forth in the 1991 Texaco Leases:

47549	129668	37407	82807
120171	27441	38905	55565

In 1994, Texaco Inc. assigned the 1991 Texaco Leases to TEPI.

21.

Atlantic Richfield operated on Plaintiffs' property beginning in 1960 pursuant to three leases ("Atlantic Richfield Leases") that were later assigned to Sinclair Oil and Gas Company in 1967:

1. May 28, 1960 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 181264 of the Conveyance Records of Jefferson Parish.

2. January 22, 1962 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 223624 of the Conveyance Records of Jefferson Parish.

3. March 20, 1962 from John A. Rojas to W. W. Bolding, recorded in Mineral Book 22, Folio 433, of the Conveyance Records of Jefferson Parish.

Atlantic Richfield's operations under the Atlantic Richfield Leases included dredging and altering canals and operating four oil wells beginning in 1960 until July 1988. Atlantic Richfield operated wells, by serial number:

81404	88020	89789	92180

22.

To operate its wells and production facilities, Chevron dredged and used a network of canals on and near Plaintiffs' property, which canals Chevron used to access, construct, and maintain pipelines and related production and exploration facilities.

23.

Atlantic Richfield, in turn, dredged and used a series of canals on Plaintiffs' property, which canals Atlantic Richfield used to access, construct, and maintain pipelines and related production and exploration facilities.

24.

These canals intersect pre-existing natural channels and water bodies, chopping the once thriving and cohesive coastal ecosystem of Plaintiffs' property and neighboring properties into countless smaller, decaying patches.

25.

These canals altered hydrology associated with oil and gas activities and, as such, have been ranked among the primary causes of coastal land loss by the United States Geological Survey. Numerous studies conducted and funded by trade organizations of which both Chevron and Atlantic Richfield are members have concluded that unmaintained canals will result precisely in the loss of land.

26.

These canals and other oil and gas exploration and production activities by both Chevron and Atlantic Richfield cause this land loss when they introduced seawater and other contaminants not native to the coastal land ecosystem into the soil strata of the coastal lands.

27.

In particular, these canals, the introduction of contamination toxic to freshwater marsh, and the associated altered hydrology have been identified as directly contributing to land loss by causing:

- Vegetation die-off;
- Sedimentation inhibition;
- Erosion; and
- Submergence.

28.

Chevron and Atlantic Richfield have both failed to comply with the regulatory and statutory requirements regarding the canals they dredged or own and maintain, which failures continue to transform what was once a stable ecosystem on and near Plaintiffs' property into an

extensive—and expanding—network of large and deep canals that continues to widen and contribute to land loss on Plaintiffs' property.

29.

These non-compliant canals have enabled unnatural and excessive amounts of saltwater intrusion and comprise a highly effective system of coastal landscape degradation, the product of which is an ecosystem so seriously diseased that its complete demise is inevitable if no action is taken.

30.

Both Chevron and Atlantic Richfield also exacerbated direct land loss by failing to maintain the canals and the banks of the canals that they each dredged, have used, or otherwise have overseen. Those acts and omissions, which continue through today, have caused both the erosion of the canal banks and the expansion beyond their originally permitted widths and depths of the canals comprising that network, resulting in the steady infiltration of saltwater into these areas. The consequent ecological degradation of these areas has produced weakened coastal lands and extensive land loss on and near Plaintiffs' property.

31.

Additional oil and gas activities by Chevron and Atlantic Richfield contributing to land loss on and near Plaintiffs' property, include decades of discharge of highly toxic produced water and oil field waste into the canals, freshwater marshes, and bayous on and around Plaintiffs' property, thereby damaging the marsh. In 1986, more than 13 million barrels of produced water was discharged into surface waters at the Lafitte Oil and Gas Field, and Chevron was by far the predominant operator.

32.

These additional oil and gas activities drastically alter the natural hydrological patterns and processes, directly causing the destruction of the coastal landscape.

33.

Further, Chevron's and Atlantic Richfield's oil and gas exploration and production activities have resulted in the contamination of environmental media with oilfield wastes,

including salts, petroleum hydrocarbons, heavy metals, and radioactive material, which further destroys marsh and prevents regrowth.

34.

Chevron and Atlantic Richfield have dredged, used, and bear responsibility for the canals described herein and have engaged in uses of the coastal zone in a manner that does not comply with the standard of care as delineated by their coastal use permits, Louisiana's coastal zone regulations, other sources of Louisiana legal obligations, and other markers of that standard, resulting in damages to Plaintiffs.

35.

Plaintiffs did not have actual or constructive knowledge of the damages caused by Defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

36.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

37.

Both Chevron and Atlantic Richfield knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Chevron and Atlantic Richfield had a duty to protect the Plaintiffs and Plaintiffs' property from these effects. Defendants knew or should have known that altering the hydrology of the area would cause damage to Plaintiffs' property. Defendants had a duty to act with reasonable care to prevent causing damage to Plaintiffs' property. There is an ease of association between Defendants' oil and gas operations conducted on or adjacent to Plaintiffs' property and the physical damage to Plaintiffs' property. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

38.

The acts and omissions of Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around Plaintiffs' property, in violation of the standard of care of reasonably prudent operations.

39.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, Chevron and Atlantic Richfield are bound to redress the damages to Plaintiffs' property as caused by their respective acts and/or omissions. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

40.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 2: STRICT LIABILITY

41.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

42.

Chevron and Atlantic Richfield are strictly liable for their operations that occurred prior to April 16, 1996. Chevron and Atlantic Richfield have had ownership, care, custody, and garde of the canals, and other oil and gas facilities on and around Plaintiffs' property and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

43.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior lands belonging to Plaintiffs with increasing volume and velocity, and have caused, and will

continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around Plaintiffs' property.

44.

Chevron and Atlantic Richfield had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Chevron and Atlantic Richfield had, and have, a legal relationship to the property, comprising rights and duties.

45.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' property.

46.

Louisiana Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he cannot make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Chevron and Atlantic Richfield are liable to Plaintiffs because their acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' property, and such work has caused damage to Plaintiffs' property.

47.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Chevron and Atlantic Richfield are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived Plaintiffs of enjoyment of their land and caused damages described herein: land loss,

increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

48.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Chevron and Atlantic Richfield are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' property as caused by their network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, shoreline protection, and bank stabilization.

49.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 3: NUISANCE

50.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

51.

The acts and/or omissions Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around Plaintiffs' property, all in violation of the standard of care expected of reasonably prudent oil and gas operators in Louisiana's marsh environments.

52.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq.*

53.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care or to repair Plaintiffs' property.

54.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' property. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

55.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 4: BREACH OF LEASE

56.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

57.

The acts and omissions set forth above constitute a breach of the 1991 Texaco Leases and the Atlantic Richfield Leases by Chevron and Atlantic Richfield respectively.

58.

The acts and omissions of Chevron and Atlantic Richfield constitute a breach of the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators.

59.

Chevron and Atlantic Richfield have breached the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators, specifically the standards of Civil Code articles 2683, 2686, 2687, 2688, and 2692 and Mineral Code article 134:

1. Louisiana Civil Code article 2683 requires the lessee . . . "[t]o use the thing as a prudent administrator and in accordance with the purpose for which it was leased . . . ."

2. Louisiana Civil Code article 2686 provides "[i]f the lessee uses the thing for a purpose other than that for which it was leased or in a manner that may cause damage to the thing, the lessor may obtain injunctive relief, dissolution of the lease, and any damages he may have sustained."

3. Louisiana Civil Code article 2687 states that "[t]he lessee is liable for damage to the thing caused by his fault or that of a person who, with his consent, is on the premises or uses the thing."

4. Louisiana Civil Code article 2688 provides that "The lessee is bound to notify the lessor without delay when the thing has been damaged or requires repair, or when his possession has been disturbed by a third person. The lessor is entitled to damages sustained as a result of the lessee's failure to perform this obligation."

5. Louisiana Civil Code article 2692 provides "[t]he lessee is bound to repair damage to the thing caused by his fault . . . and to repair any deterioration resulting from his . . . use to the extent it exceeds the normal or agreed use of the thing."

6. Louisiana Mineral Code, Revised Statute 31:134, provides that "[if] a mineral lease is violated, any aggrieved party is entitled to any appropriate relief provided by law."

60.

Defendants' acts and omissions constitute a failure to act as prudent administrators of the property. Chevron and Atlantic Richfield have failed to repair the damage to Plaintiffs' property caused by their fault. Defendants' use of the Plaintiffs' property to dispose of oilfield waste is a use of the property for a purpose other than that for which it was leased. Chevron and Atlantic Richfield used Plaintiffs' property in a manner that caused a large percentage of Plaintiffs' property to disappear. Through their acts and omissions, Chevron and Atlantic Richfield have caused damage to the property in excess of the normal and agreed use of the property, and are therefore liable to Plaintiffs for the repair of the damage and deterioration of the property. Defendants' acts and omissions damaged the property in violation of the express and implied lease obligations, subjecting Defendants to provide appropriate relief provided by law. Chevron and Atlantic Richfield failed to notify Plaintiffs that Defendants damaged Plaintiffs' property. Plaintiffs have not released Defendants from either the express or implied obligations under the lease.

61.

The acts and omissions constitute negligent and excessive use the Plaintiffs' property during canal dredging and alteration, along with extraction and production operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, Louisiana Revised Statute 31:122.

62.

Defendants' acts and omissions amount to exercise of their rights to Plaintiffs' property excessively and unreasonably and without reasonable regard to the rights of the Plaintiffs in violation of the doctrine of correlative rights of Louisiana Revised Statute 31:11. Defendants are thus strictly liable for all damages flowing therefrom.

63.

To the extent Chevron or Atlantic Richfield are assignees or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities of the prior lessees under each mineral lease.

64.

To the extent Chevron or Atlantic Richfield are assignors, sublessors, assignees, and/or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities under the mineral lease pursuant to Louisiana Revised Statute 31:128 and 31:129.

65.

Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

66.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

67.

Chevron and Atlantic Richfield are jointly and solidarily liable for the damage to Plaintiffs' property.

68.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

69.

Plaintiffs request a trial by jury on all matters triable by a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Chevron and Atlantic Richfield finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances including the cost to restore Plaintiffs' property to its original condition;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
John T. Arnold (#31601)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
E. Blair Schilling (#35308)
Fishman, Haygood, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have served the above and foregoing Second Supplemental and Amending Petition for Damages on all parties, through their counsel of record, by e-mail, fax, hand delivery, and/or by placing a copy of the same in the United States Mail, postage prepaid and properly addressed, on this the 19th day of April, 2017.

Kevin E. Huddell

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

THE PARISH OF PLAQUEMINES	**CIVIL ACTION: 2:13-cv-06693-JCZ-JCW**
VERSUS	**JUDGE ZAINEY**
TOTAL PETROCHEMICALS & REFINING USA, INC., ET AL.	**MAGISTRATE JUDGE WILKINSON**

REPLY MEMORANDUM OF PLAINTIFFS

I. THERE IS NO OCSLA JURISDICTION

A. § 1349(b)(1) JURISDICTION REQUIRES THAT ACTIVITIES CAUSING THE COMPLAINED OF DAMAGE OCCUR ON THE OCS

Defendants allege removal jurisdiction under 43 U.S.C. § 1349 (b)(1), which provides:

> (1) Except as provided in subsection (c) of this section, the district courts of the United States shall have jurisdiction of cases and controversies arising out of, or in connection with (A) any operation conducted on the outer Continental Shelf which involves exploration, development, or production of the minerals, of the subsoil and seabed of the outer Continental Shelf, or which involves rights to such minerals, . . . [1]

This statutory text supports jurisdiction only when a complaint is based on an "**operation conducted on the outer Continental Shelf** which involves exploration, development, or production of the minerals." (emphasis added) None of the "operations" at issue here were "conducted on the outer Continental Shelf," as all of the statutory, regulatory and permit violations alleged in the complaint resulted solely from operations conducted entirely within the Louisiana coastal zone.

In *Tenn. Gas Pipeline*, the Fifth Circuit noted that the "OCSLA was intended to apply to the full range of disputes that might occur on the OCS."[2] Recently, the Fifth Circuit in *In re Deepwater Horizon* adopted the following two step inquiry for the determination of § 1349(b)(1) jurisdiction:

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[1] 43 U.S.C.A. § 1349 (West).
[2] *Tennessee Gas Pipeline v. Houston Cas. Ins. Co.*, 87 F.3d 150, 154 (5th Cir. 1996).

EXHIBIT "2"

FAX FILED AUG 16 2019 DEPUTY CLERK

in § 1441(b)."[72]

Second, the legislative history of the Clarification Act makes clear that it is just what its title implies, a clarification act. Respecting the change to § 1441(b), here is what H.R. Rep. 112-10, 2011 WL 484052 at * 12 says:

> Proposed paragraph 1441(b)(2) restates the substance of the last sentence of current subsection 1441(b), which relates only to diversity.

That's all it says. Perhaps it indicates that the 2011 Congress was unaware of (or unimpressed by) the reasoning of *Dutile*. But what it ***shows*** is that Congress was very far from thinking of doing any harm whatsoever to *Romero*.

Third, *Romero* inveighed against removal into admiralty in order to safeguard the tenet of federalism that secures state-court input into this country's general maritime law. In that interest, it thundered noisily against reading any statute in such a way as to conclude "that a revolutionary procedural change [has] undesignedly come to pass."[73] Using the accidental (and trivial) collision of *Dutile* with the maladroit 2011 "clarification" of § 1441(b) as a basis for establishing the free removability of state-court maritime cases would repudiate virtually everything *Romero* stands for.[74]

IV. ADMIRALTY *VEL NON*

Attached to the complaint is a listing of the *applied for* permits in the Operational Area. Nowhere in the complaint do the plaintiffs allege that all of these permits were violated. Some were

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[72] *Id.* at 62 (emphasis supplied).

[73] 358 U.S. at 369.

[74] Cases rejecting the Clarification Act argument include the Fifth Circuit's decision in *Barker* and the district court decisions in *Barry, Coronel, Speranza,* and *Stelly, supra. See also Freeman v. Phillips 66 Co.*, 2014 WL 1379786 (E.D. La. April 8, 2014) (Engelhart, J.) (expressing doubt about the correctness of the Clarification Act argument); *Perio v. Titan Maritime, LLC*, 2013 WL 5563711 (S.D. Tex. Oct. 8, 2013) (Lake, J.) (same). *See also* Badahur, *Maritime Removal: An Unlikely Heuristic for Anchoring Three Non-Textual Principles of Original Federal Jurisdiction*, 43 J. Mar. L. & Com. 195 (2012) (arguing at length that the Clarification Act did not alter the nonremovability principle of *Romero*).

applied for but never even issued.

The *Grubart* test[75] requires that "for admiralty jurisdiction, . . . both the location and the connection-to-maritime-activity tests must be satisfied."[76] With regard to the majority of dredging permits issued in this case and all of the alleged non-dredging statutory, regulatory and permit violations, the location test is not satisfied. With regard to all of the alleged violations of statutes, regulations, or permits, the connectivity test is not satisfied.

The location test requires a permit or regulatory violation to have occurred on navigable water or, for an injury suffered on land, to have been caused by a vessel on navigable water. "An artificial canal can constitute a navigable body of water, provided it is used as 'a highway for commerce between ports and places in different states'".[77] Most of the oilfield related dredging in Plaquemines Parish involved private access canals that were dredged for the purpose of conducting exploration and production activities. These private canals do not satisfy the location test, as they were either built on private property or on state land owned by the state in its capacity as a private person.[78] Defendants have not proven in their papers that the locality test is satisfied.

The connectivity test is not satisfied as to any of the alleged statutory, regulatory and permit violations. Relying on *Grubart*, defendants argue that the activity of dredging itself is sufficient to support maritime jurisdiction. In *Grubart*, the repair and maintenance work was done to improve a navigable river.[79] By contrast, in *In re Katrina Canal Breaches Litig.*,[80] the plaintiffs sought damages

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[75] *Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527, 534, 115 S.Ct. 1043, 130 L.Ed.2d 1024 (1995).

[76] *In re Katrina Canal Breaches Litig.*, 324 F. App'x 370, 376 (5th Cir. 2009).

[77] *Id.*, citing *In re Boyer*, 109 U.S. 629, 632, 3 S.Ct. 434, 27 L.Ed. 1056 (1884).

[78] *Vaughn v. Vermilion Corp.*, 444 U.S. 206, 207, 100 S. Ct. 399, 62 L. Ed. 2d 365 (1979); 2 *La. Civ. L. Treatise*, Property § 61 (4th ed.).

[79] *See Grubart*, 513 U.S. at 540, 115 S.Ct. 1043.

[80] 324 F. App'x 370, 380 (5th Cir. 2009).

Twenty-Fifth Judicial District Court

Parish of Plaquemines

State of Louisiana

Case Number: 60-986 Division: B

Plaquemines Parish Government

versus

Equitable Petroleum Corporation, Chevron U.S.A. Inc., Exxon Mobile Corporation, Helis Oil & Gas Company, LLC, Anadarko E&P Onshore, LLC, and Chevron Pipeline Company

and

Case Number: 60-996 Division: B

Plaquemines Parish Government

versus

Rozel Operating Company, ConocoPhillips Company, The Louisiana Land and Exploration Company LLC, Chevron U.S.A. Holdings Inc., Chevron U.S.A. Inc., The Texas Company, Apache Oil Corporation, Atlantic Richfield Company, and LLOG Exploration & Production Company, LLC

Wednesday, March 1, 2017
301 Main Street, Belle Chasse, Louisiana 70037

Honorable Judge Michael D. Clement

Bailiff Corey L. Buie

Minute Clerk Tara Boudreaux Ordoyne

Research Attorney Alison Roberts

Court Reporter Michele L. Lafrance

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2016-03-01-Wed-CEM-final

EXHIBIT "3"

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AUG 16 2019
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Appearances

Representing Parish of Plaquemines:

Victor L. Marcello and Todd J. Wimberley
Talbot, Carmouche & Marcello
17405 Perkins Road
Baton Rouge, Louisiana 70810
telephone - (225) 400-9991
facsimile - (225) 448-2568
email - vmarcello@tcmlawfirm.net
email - twimberley@tcmlawfirm.net

and

Brandon J. Taylor
Cossich, Sumich, Parisola & Taylor, LLC
Suite 100
8397 Highway 23
Belle Chasse, Louisiana 70037-2648
telephone - (504) 394-9000
facsimile - (504) 394-9110
email - btaylor@cossichlaw.com

Representing the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary, Thomas F. Harris:

Megan Kathleen Terrell
Office of Governor John Bel Edwards
Governor's Office for Coastal Activities
Fourth Floor
900 North 3rd Street
Baton Rouge, Louisiana 70802
telephone - (225) 342-6952
email - megan.terrell2@la.gov

and

Representing the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary, Thomas P. Harris; and to some extent the Attorney General's Office:

Donald Wayne Price
Special Counsel
Louisiana Department of Natural Resources
617 North 3rd Street
Baton Rouge, Louisiana 70802
Post Office Box 94396
Baton Rouge, Louisiana 70804
telephone - (225) 342-4274
facsimile - (225) 342-4313
email - donald.price@la.gov

Appearances (continued)

Representing Rozel Operating Company:

Melissa L. Theriot
Neuner Pate
One Petroleum Center, Suite 200
1001 West Pinhook Road
Lafayette, Louisiana 70503
telephone - (337) 237-7000
facsimile - (337) 233-9450
email - mtheriot@neunerpate.com

In Rozel representing Chevron U.S.A. Inc., Chevron U.S.A. Holdings Inc., and The Texas Company:
and
In Equitable Representing Chevron U.S.A. Inc. and Chevron Pipeline Company:

Michael Raudon Phillips
Kean Miller LLP
First Bank and Trust Tower, Suite 3600
909 Poydras Street
New Orleans, Louisiana 70112
telephone - (504) 585-3050
MRP direct line - (504) 620-3343
facsimile - (504) 585-3051
email - mike.phillips@keanmiller.com

and

Mark A. Pivach
Pivach, Pivach, Rufft, Thriffiley & Dunbar, LLC
Suite 104
8311 Highway 23
Belle Chasse, Louisiana 70037
Post Office Box 7125
Belle Chasse, Louisiana 70037
telephone - (504) 394-1870
facsimile - (504) 394-2553
email - mpivach@pivachlaw.com

In Rozel case Representing Atlantic Richfield Company:

George Arceneaux III
Liskow & Lewis, APLC
922 Harding Street
Lafayette, Louisiana 70503
telephone - (337) 232-7424
facsimile - (337) 267-2399
email - garceneaux@liskow.com

Appearances (continued)

Representing Apache Oil Corporation and
LLOG Exploration and Production Company, LLC:

Douglas C. Longman, Jr.
Jones Walker LLP
Suite 1600
600 Jefferson Street
Lafayette, Louisiana 70501
telephone - (337) 593-7600
facsimile - (337) 593-7601
email - dlongman@joneswalker.com

Representing ExxonMobile Corporation:

Michael Patrick Cash
Liskow & Lewis, APLC
First City Tower, Suite 1800
1001 Fannin Street
Houston, Texas 77002-6756
telephone - (713) 651-2900
MPC telephone - (713) 651-2839
facsimile - (713) 651-2908
MPC facsimile - (713) 651-2939
email - mcash@liskow.com

and

Robert B. McNeal
Liskow and Lewis, APLC
One Shell Square, Suite 5000
701 Poydras Street
New Orleans, Louisiana 70139
telephone - (504) 556-4052
facsimile - (504) 556-4108
email - rbmcneal@liskow.com

and

Martin A. Stern
Adam and Reese LLP
One Shell Square, Suite 4500
701 Poydras Street
New Orleans, Louisiana 70139
telephone - (504) 585-0289
facsimile - (504) 566-0210
email - martin.stern@arlaw.com

articulate the most basic facts that result in the claims being asserted against them. And, so, as a result, Your Honor, we think that's an additional point that warrants having these petitions pled properly.

THE COURT:

Thank you, Mr. McNeal.

Anyone else on vagueness?

DOUGLAS C. LONGMAN, JR.:

Judge, very briefly.

Doug Longman. I represent LLOG and Apache in the Rozel suit.

And, for instance, in the Rozel suit, there are six permits listed against Apache. We pulled those permits; and they're for very generic matters, essentially either the repair of flow lines or the replacement of flow lines. There's -- there's no other mention of Apache in the lawsuit.

It's hard for me, as defense counsel for Apache, to figure out how the repair and replacement of flow lines led to some sort of claim against Apache. That's why we need specific allegations against Apache referencing whatever Apache did or didn't do.

Thank you.

THE COURT:

Thank you.

Mr. Taylor, you're going to respond?

BRANDON J. TAYLOR:

Yes, Your Honor.

Brandon Taylor on behalf of the Parish.

Starting off, Your Honor, I think it's important to realize what a unique set of circumstances in case that this really is. And what we have here, from

my perspective, is an imbalance of information given the unique nature of this case. And what I mean by that, Judge, is this case is based primarily on the absence of permits, permits that were never applied for and retrieved by the defendants in question. So, by that very nature, we are looking at information that lies with the defendants, with their companies, that we cannot possibly have access to under the circumstances.

And what our petition did -- and I think that's been missed a little bit here today -- is not to sit and name every permit that we believe was violated. I don't think we allege that every permit cited was violated. But it was a means to look at each operational area -- in this case -- we have two cases here, separate areas in each case, one being 71 mi- -- square miles, one being 42 -- and to identify each coastal use permit that was applied for in that area and to couple that with a list of all of the wells that we knew were operated and maintained in that area.

That gives us a basis by which to work backwards and say, "Okay. If we've got these defendants with these wells and these permits that were actually applied for, then where are all the rest of these permits?" Why -- they should have gotten them. That's alleged in the petition. There are things that you need coastal use permits for, and they're all laid out. You have to have them when you start working mineral and gas wells. You have to have them when you start dredging in connection with those wells. You have to have them when you start having pits where you dump pollutants from those wells. And there -- a vast majority of the cases, those permits do not currently exist.

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 DIV. "B"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

FILED
MAR 20 2017

FILED: _____ _____
DEPUTY CLERK

REASONS FOR JUDGMENT

On November 8, 2013, the Parish of Plaquemines (Parish) filed twenty-one separate lawsuits against various oil companies who have in turn filed exceptions of vagueness, among other exceptions; and, the parties agreed to proceed on the exceptions in Case No. 60-986 and Case No. 60-996.[1] The State of Louisiana and the Louisiana Department of Natural Resources (LDNR) have intervened in these suits. The petitions in these suits differ as to the operational areas involved and the particular defendants alleged to be responsible. For the following reasons, the exceptions of vagueness are sustained, and the Parish is ordered to amend its petition to set forth specific, individualized allegations as to each defendant.

The petitions are divided into sections, with the first section identifying the parties and the second section titled "AREAL EXTENT OF COMPLAINED-OF OPERATIONS" which sets forth the operational area involved. The third section, comprised of Paragraphs 4-18, sets forth the jurisdiction and venue and the statutory and regulatory framework on which this litigation is based.

The fourth section contains factual allegations, which are set forth in

[1]These cases have not been consolidated. Case No. 60-986 involves the Black Bay operational area, and Case No. 60-996 involves the Bayou Gentilly operational area.

EXHIBIT "4"

FILED
AUG 16 2019
DEPUTY CLERK

Paragraphs 19-35, and the petitions refer to the defendants as a group without any differentiation. The Parish also attached various documents to the petitions, which include maps of the operational area and lists of coastal use permits and the oil and gas wells operated by the defendants and their predecessors in interest.

The Parish bases its claims against the various defendants on La. R.S. 49:214.21 *et seq.*, known as the State and Local Coastal Resources Management Act of 1978 (SLCRMA). It alleges that the defendants' oil and gas operations violated SLCRMA and resulted in damage and land loss in the operational areas identified in the various petitions. The Parish prays that it be awarded damages and other appropriate relief for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone; ordering the payment of costs necessary to clear, re-vegetate, detoxify and otherwise restore the coastal zone as near as practicable to its original condition; and require actual restoration of the coastal zone.

The purpose of a dilatory exception of vagueness is to allow a defendant to be placed on notice of the cause of action being asserted and to prevent its re-litigation after judgment. Joseph v. Wasserman, 2016-0528 (La. App. 4 Cir. 12/7/16), 206 So.3d 970, 973; Smart v. Gold, Weems, Bruser, Sues and Rundell, 2006-1414 (La. App. 3 Cir. 4/4/07), 955 So.2d 263, 267. The exception does not permit the defendant to demand exactitude and detail beyond what is necessary for these purposes; and the exception will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to prepare a defense. Id.

The Parish pointed out that its petition was lacking in particulars as to each defendant individually because it lacked information with regard to acts of the

defendants for which they did not obtain permits and that such information would be in the hands of the various defendants. It would be unfair and inequitable to require the Parish to set forth more specific facts when pertinent information is in the possession of the defendants.

The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant. However, the Parish shall be given time to conduct discovery in order to obtain information from the defendants in order that it may make more specific allegations as to each defendant.

The exceptions of prematurity, no right of action and lack of procedural capacity remain under advisement.

Belle Chasse, Louisiana, this 20th day of March, 2014.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY

Deputy Clerk of Court
Parish of Plaquemines, La

NOTICE OF TRIAL

PLAQUEMINES PARISH

Versus

HILCORP ENERGY CO ET AL, ET AL

Case: 60060999
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: SCHEDULING ORDER - JURY TRIAL

TO: *CHARLES S MCCOWAN III*
KEAN MILLER LAW FIRM
II CITY PLAZA 400CONVENTION ST SUITE 700
PO BOX 3513
BATON ROUGE, LA 70821

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TRIAL for JANUARY 3, 2020 at 9:30 A.M. with jury selection to begin on January 6, 2020, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 13TH day of MARCH, 2018.

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was issued to
the above person (s) on
Thursday, March 15, 2018

Deputy Clerk of Court

[ORIGINAL]

EXHIBIT "5"

FAX

FILED
AUG 16 2018
DEPUTY CLERK

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-999 DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
MAR 13 2018
DEPUTY CLERK

SCHEDULING ORDER - JURY TRIAL

By Order of the Court, the following dates are established:

I. TRIAL DATES. The trial of this matter has been scheduled as a JURY trial, first setting, beginning on January 3, 2020 at 9:30 a.m., with jury selection to begin on January 6, 2020. The court scheduled eight (8) weeks for the jury trial. The counsel for all parties should be present at 9:30 a.m. on the first morning of trial for discussion of any preliminary matters that may be necessary. Jury trials are generally held in our temporary facility at 450 F. Edward Hebert Boulevard, Belle Chasse, Louisiana, but please call 504-934-6733 prior to trial to confirm this location.

II. ANSWERS & AMENDMENTS. Plaintiff is to amend its Petition to cure vagueness on or before May 21, 2018. The deadline to file Answers or otherwise respond is July 20, 2018. The amendment of pleadings to add new parties without leave of court must occur (1) by a Plaintiff, no later than August 13, 2018, and (2) by a Defendant, no later than 60 days after service of Plaintiffs' final expert reports described in Section III(4) below. These dates can only be extended by consent of all parties or by order of the Court after hearing.

III. DISCOVERY; TRIAL EVIDENCE. All discovery motions to be heard by the Court must comply with La. District Court Rule 10.1. The disclosure of experts and information pertinent thereto shall be governed by the provisions of La. C.C.P. arts. 1425 and 1428 (depending on whether the expert is expected to testify or not), except that the parties have agreed to different deadlines set forth as follows:

(1) Plaintiffs shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 14, 2018. The witness and exhibit list

may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(2) Defendants shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 28, 2018. The witness and exhibit list may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(3) Plaintiffs shall provide preliminary expert reports which contain detailed descriptions of the specific violations of SLCRMA believed to have been committed by Defendants, including instances where Plaintiffs claim a specific permit was violated and any instances where Plaintiffs claim Defendants failed to obtain a permit, on or before February 5, 2019. The descriptions of SLCRMA violations should include a description of the locations of any claimed violations.

(4) Plaintiffs shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before March 16, 2019 for all experts to be called in Plaintiffs' case-in-chief.

(5) Defendants shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before September 13, 2019.

(6) The parties and their counsel are familiar with SLCRMA and the other permitting processes that affect environmental testing work in the Louisiana Coastal Zone, and will each work diligently to obtain all necessary permits for the work they intend to undertake in order that such testing shall be completed in time to comply with these agreed-upon expert report deadlines. When a party applies for Coastal Use Permit, a copy of the permit application shall be served on all counsel of record at the time of submission of the application. If, despite diligent efforts of a party to timely secure a Coastal Use Permit, there is a delay in securing the permit such that it impedes the ability of a party to comply with the report deadlines set forth above, the party may seek appropriate relief

from the Court. After the applicable expert report deadlines described above, no supplementation or revision of said reports will be allowed without leave of Court.

(7) Plaintiffs and Defendants shall exchange final witness and exhibit lists on or before October 25, 2019. These final listings shall not limit any parties' obligation to identify witnesses through interrogatories or other discovery prior to this date. The parties shall be given an opportunity to depose any previously undisclosed witness identified on a final witness list at least twenty (20) days before trial. After final witness lists are exchanged, no unidentified witness may be added except by consent of all parties or with leave of the Court. This requirement does not apply to witnesses necessary solely to establish the authenticity or other foundational grounds for admission of documentary evidence. Further, nothing in this Order shall act to limit the Court's discretion to allow witnesses or exhibits not listed on a final witness or exhibit list where (i) Louisiana law does not require pre-trial disclosure of such evidence, or (ii) the evidence is offered solely to rebut evidence introduced at trial that was not timely disclosed under the disclosure deadlines set forth herein.

(8) Fact discovery shall be completed on or before October 18, 2019.

(9) The Louisiana Department of Natural Resources (LDNR) will serve as the coordinator to ensure the efficient receipt of written responses and document productions from the State Agencies[1] in response to written discovery and/or subpoenas duces tecum issued in this matter. The LDNR has contacted representatives from the State Agencies, and has confirmed the following relative to this matter: (1) the State Agencies agree to waive formal service of a subpoena duces tecum; (2) the State Agencies will attempt to respond to any subpoena duces tecum received as quickly as possible, and within 60 days of the receipt of the subpoena duces tecum to the extent possible; and (3) if a State

[1] The State Agencies for purposes of this CMO are as follows:(1) Coastal Protection and Restoration Authority; (2) Louisiana Department of Agriculture; (3) Louisiana Department of Economic Development; (4) Louisiana Department of Environmental Quality, including all predecessor agencies; (5) Louisiana Department of Health and Hospitals; (6) Louisiana Department of Transportation and Development; (7) Office of the Governor; (8) Division of Administration; (9) Louisiana Oil Spill Coordinator's Office; (10) Louisiana Secretary of State and State Archives Office; (11) Louisiana Division of Administrative Law; (12) Louisiana Department of Revenue; (13) Louisiana Tax Commission; (14) Louisiana Geographic Information Center; (15) Louisiana Sea Grant; (16) Louisiana Universities Marine Consortium; and (17) Louisiana Department of Wildlife and Fisheries.

Agency has responsive documents available for inspection, they will attempt to make same available to Defendants within 45 days of the receipt of the subpoena duces tecum. In acting as a coordinator for the State Agencies as set forth in this paragraph, the LDNR does not waive any procedural rights each agency has available to it under the law to respond or otherwise take action that would be available to it if the agency was properly served pursuant to the Code of Civil Procedure. Each State Agency will remain ultimately responsible for their individual discovery responses. In the event that the parties, despite their best efforts, are unable to obtain timely discovery responses and/or responsive documents from the State Agencies necessary to finalize expert reports in Section III(4)-(5) above, the parties shall notify the Court of same at least sixty (60) days prior to the deadline for the submission of their respective final expert reports so that the Court may consider the potential modification of deadlines in this CMO.

(10) Defendants' expert discovery shall be completed on or before October 18, 2019. Defendants may conduct depositions of Plaintiffs' experts at any time after Plaintiffs' final expert reports are due, provided that no Plaintiffs' expert shall be deposed more than once without the consent of Plaintiffs.

(11) Plaintiffs' expert discovery shall be completed on or before October 18, 2019. Plaintiffs may conduct depositions of Defendants' experts at any time after Defendants' final expert reports are due, provided that no Defendants' expert shall be deposed more than once without the consent of Defendants.

(12) With respect to the expert discovery deadlines set forth in Sections III(10) and III(11) above, the parties may petition the Court for additional time if needed.

IV. **ENVIRONMENTAL TESTING PROTOCOL.** Should any party wish to sample and/or test the water, groundwater, soils, sediments, other environmental media, wells, and/or equipment at issue in this case, the following shall apply:

(1) Such party shall provide written notice, via email or otherwise, to the other parties of the scope and media to be sampled and the time, date, and location where such sampling event will take place no less than seven (7) calendar days prior to the proposed sampling event. Any party desiring to observe such sampling event must be allowed to

do so. Further, any party requesting split or duplicate samples must be allowed to obtain them, at their cost, to the extent that volume allows.

(2) Any and all testing data, boring logs, coordinate data, analytical results, etc. received by the sampling party and/or the party requesting split or duplicative samples shall be provided to all other parties within thirty (30) days of the receipt of testing data, boring logs, coordinate data, analytical results, etc. Electronic data or media such as that which is generated by terrain or other conductivity surveys, aquifer testing, NORM surveys, or similar electronically rendered processes, or other electronic means shall be shared at the time data is collected if possible, or otherwise promptly thereafter.

(3) Sampling events shall be conducted during daylight hours on any day of the ordinary work week. No sampling event shall be conducted on Saturday, Sunday, or any other legal holiday, except with consent of all parties or by order of the Court.

(4) The parties and their counsel shall not interfere with the orderly progress of a sampling event or otherwise impede the sampling event.

(5) The parties acknowledge that further orders of the Court may be necessary regarding access to any private property which may the subject of an intended sampling event.

V. **EXCEPTIONS; MOTIONS.** Any exceptions, motions, or rules to be heard in this case MUST comply with La. District Court Rules 9.8, 9.9 and 9.10. In order to comply with La. C.C.P. art. 966 B, a Motion for Summary Judgment and all documents in support of the motion shall be filed and served on all parties in accordance with Article 1313 not less than 65 days prior to trial. Any Opposition to the motion and all documents in support of the opposition shall be filed and served in accordance with Article 1313 not less than 15 days prior to the hearing. Any reply memorandum shall be filed and served in accordance with Article 1313 not less than 5 days prior to the hearing on the motion. No additional documents may be filed with the reply memorandum. If the deadline for filing a motion, an opposition, or a reply memorandum falls on a legal holiday, the motion, opposition, or reply is timely if it is filed and served no later than the next day that is not a legal holiday.

VI. MOTIONS *IN LIMINE*. Motions *in limine* directed to expert issues, including *Daubert* motions, shall be filed no later than 60 days prior to trial, in accordance with the rules and deadlines established under article 1425(F) of the Code of Civil Procedure. All other motions *in limine* or other motions dealing with trial testimony and/or evidence must be filed at least 30 days prior to trial. This deadline does not preclude timely, proper contemporaneous objections to evidence offered at the trial of this proceeding.

VII. DEPOSITION EXCERPTS. Proposed deposition excerpts to be used at trial in lieu of live testimony shall be submitted at least 30 days before trial. Objections to those excerpts shall be filed at least 15 days before trial.

VIII. PRE-TRIAL CONFERENCE. A pre-trial conference will be held at 9:30 a.m. on December 20, 2019 at the Plaquemines Parish Government Annex, 301 Main Street, Belle Chasse, Louisiana. If directions are needed, call 504-934-6730. Trial counsel are expected to attend. **Failure to attend or unprepared attendance is an imposition on the Court and opposing counsel. Such attorney may be held in contempt of court and sanctioned accordingly. At the status conference, the court assigned the case for trial for a period of eight weeks. In your pretrial brief, you must give an estimate of the time it will take for you to try your case and an estimate of the time it will take for each of your witnesses to testify. You will be bound by these time estimates. Reasonable extensions of time limits will be granted for good cause shown. If the time for trial will take longer than you have estimated, you must inform the Court and trial will be rescheduled. Trial will begin at 9:30 a.m. and end at 4:30p.m.; and there will be a one -hour break for lunch.**

IX. PRE-TRIAL BRIEFS. **Each party SHALL file a pretrial brief with the Clerk of Court and send via email to aroberts@25thjdc.com and mclement@25thjdc.com on or before the seventh (7th) day before the pre-trial conference and MUST include the following:**

DO NOT FAX WITHOUT THE COURT'S PERMISSION.

a) A concise summary of the factual contentions made by all parties;

b) The contested issues of fact and law;

c) A list of your witnesses, including a description of the testimony each will provide;

d) A list of may-call witnesses, including rebuttal witnesses;

e) A list of all exhibits and documentary evidence you plan to offer at trial, except impeachment documents;

f) A list of the evidence and exhibits to which the parties may stipulate;

i) If any depositions or deposition excerpts are to be used at trial in lieu of live testimony, counsel shall designate the pages and lines to be offered and exchange this information with all other parties at least thirty days before trial; objections to proposed designations shall be served and filed at least fifteen days before trial;

j) Proposed special jury charges and a proposed verdict form (a copy of the Court's general opening and closing instructions are available upon request).

Failure to file your pretrial brief timely may result in the trial being continued with such attorney may be held in contempt of court and sanctioned accordingly.

X. WITNESSES, EXHIBITS. **Except for good cause shown, only listed witnesses will be allowed to testify and only listed exhibits will be considered for admission into evidence at trial.**

XI. STIPULATIONS. Any stipulation as to fact, liability and/or any element(s) of damages must be in writing and signed by all counsel joining in the stipulation.

XII. OBJECTIONS TO CMO. Should any party object to the dates and/or deadlines in the Scheduling Order an objection shall be filed within (15) fifteen days of service.

Belle Chasse, Louisiana, this 13th day of March, 2018.

MICHAEL D. CLEMENT, JUDGE

Please serve all counsel of record by certified mail

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

AFFIDAVIT OF JAMES G. DIEHL

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority in and for the State of Louisiana, Parish of Lafayette, did personally come and appear James G. Diehl, a person of the full age of majority and to me personally known, who after being duly sworn did depose and state the following:

Qualifications

1. I am a professional landman with over 39 years of experience researching public records, particularly as they pertain to oil and gas matters. I am the owner and manager of Diehl Land Services, a full-service land company that I founded in 1989. I have experience researching oil and gas records maintained by the Louisiana Department of Natural Resources' ("LDNR") Office of Conservation and coastal use permit files—particularly those related to oil and gas activities—maintained by LDNR's Office of Coastal Management. A copy of my *curriculum vitae* is attached as **Exhibit** 1 to this affidavit.

2. I have been accepted as an expert professional landman in court for purposes of attesting to the contents of oil and gas related documents and title documents.

3. The information and opinions set forth herein are within the scope of the professional services I routinely provide to clients, and are based upon documents and information typically relied upon in my profession as a basis for opinions.

Research

4. In connection with the civil action entitled *Charles W. Fasterling v. Hilcorp Energy Company*, pending in the 25th Judicial District Court for the Parish of Plaquemines, Docket No. 61-798, Div. "B", and in accordance with the accepted standards and practices set forth above, I have reviewed the descriptions of the properties that Plaintiffs claim to own ("Plaintiffs' properties"), as set forth in Paragraph 7 of Plaintiffs' First Supplemental and Amending Petition for Damages; coastal use permit files maintained by LDNR's Office of Coastal Management for all coastal use permits listed as associated with BP America Production Company's ("BP") named predecessors-in-interest, Amoco Production Company and Pan American Petroleum Corporation,

EXHIBIT
6

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in Exhibit C to the Petition; and well records maintained by LDNR's Office of Conservation for all wells listed as associated with BP's named predecessors-in-interest in Exhibit B to the Petition.

Coastal Use Permit Information

5. My research regarding the coastal use permit files listed as associated with BP's predecessors-in-interest in Exhibit C to the Petition revealed the following:

a. Exhibit C to the Petition identifies a total of seven BP-associated coastal use permit files. The files bear the following file numbers:

i. P19890440
ii. P19931004
iii. P19931219
iv. P19941021
v. P19950057
vi. P19961042
vii. P19981118

b. I reviewed the above-listed coastal use permit files, which contained materials related to the application for and issuance of coastal use permits for oil and gas related activities.

c. Review of coastal use permit file P19981118 reflected that the coastal use permit application for the proposed activity discussed in that file had been withdrawn.

d. Review of coastal use permit file P19890440 reflected that LDNR's Office of Coastal Management (at the time, the Coastal Management Division) issued a coastal use permit to Amoco Production Company. The permitted activity may have been performed on or near Plaintiffs' properties, although Amoco's application to the Department of the Army identifies Louisiana Land & Exploration Co. as the property owner or lessee whose property adjoined the waterway where the activity would take place. The activity involved the removal of 12 bulkheads that presented potential hazards to navigation. According to the coastal use permit, removal of the bulkheads did not involve any dredging.

e. With respect to the other five coastal use permit files, I determined based on my review of the permit files that all of the permitted activities occurred in Section 46, T20S-R29E, which is not part of Plaintiffs' properties.

Well Information

6. My research regarding the wells listed as associated with BP's predecessors-in-interest in Exhibit B to the Petition revealed the following:

a. Exhibit B to the Petition identifies a total of twenty-eight wells as associated with BP. The wells bear the following well serial numbers:

i. 70652
ii. 127159
iii. 154712
iv. 71659
v. 139379
vi. 155588
vii. 75130
viii. 140491
ix. 177877
x. 76050
xi. 143994
xii. 217011
xiii. 77274
xiv. 148423
xv. 218116
xvi. 115145
xvii. 149011
xviii. 218117
xix. 66767
xx. 66895
xxi. 67743
xxii. 68693
xxiii. 72840
xxiv. 72872
xxv. 73955
xxvi. 74076
xxvii. 74289
xxviii. 74569

b. I reviewed the well files for the BP-associated wells, which identified the locations of each well.

c. With the assistance of Environmental Scientists at Hydro-Environmental Technology, Inc. ("HET"), I plotted the locations of the wells listed above on a map. On the same map, with the assistance of HET, I plotted the tracts identified as Plaintiffs' properties in Paragraph 7 of the Petition. The map

showing the location of the wells in relation to Plaintiffs' properties is attached as **Exhibit 2.**

d. Comparison of the locations of the twenty-eight wells to Plaintiffs' properties showed that none of the BP-associated wells are located on Plaintiffs' properties.

Conclusion

7. All of the representations in this affidavit are true, correct, and complete to the best of my knowledge and belief.

James G. Diehl

Sworn to before me this 15th day of August, 2019

Deborah L. Hash
Notary Public

My Commission Expires: w/life

DEBORAH L. HASH
NOTARY PUBLIC
PARISH OF Lafayette State of LA
NOTARY NO. 40239

James G. Diehl

P. O. Box 51874
Lafayette, LA 70505-1874
(337) 237-4842

Landman with over 35 years of experience specializing in acquisition of leases, pipelines, and producing oil and gas properties.

PROFESSIONAL EXPERIENCE

1989 – PRESENT:
Own, supervise and manage "Diehl Land Services," a full service land company providing numerous services, including title research, lease acquisition, seismic permitting, pipeline acquisition, area checks, digitized mapping, mineral histories, abstracting, title curative and due diligence. Clients include companies of varying sizes.

1995 – PRESENT:
Owner of "Fleetwood Resources, Inc." and instrumental in putting numerous drilling prospects in the South Louisiana area with companies of varying sizes. Writing and negotiating Letter Agreements, Farmouts, Assignments, Unitization, Seismic Reviews, Confidentiality Agreements and/or Joint Operating Agreements.

1980 – 1989:
Independent landman working on various projects in six states. Work included title research, lease acquisition, pipeline acquisition, managing crews of other landmen, due diligence and writing reports.

PROFESSIONAL EDUCATION/ASSOCIATIONS

B.S. in Special Education, Wayne State University
Obtained *Certified Professional Landman* status in 1986
Member of *American Association of Professional Landmen* (AAPL)
Member of *Lafayette Association of Professional Landmen* (LAPL)
Past Regional Director to AAPL
Past President of LAPL
Past Vice-President of LAPL
Past Head of the Ethics Committee of LAPL

EXHIBIT

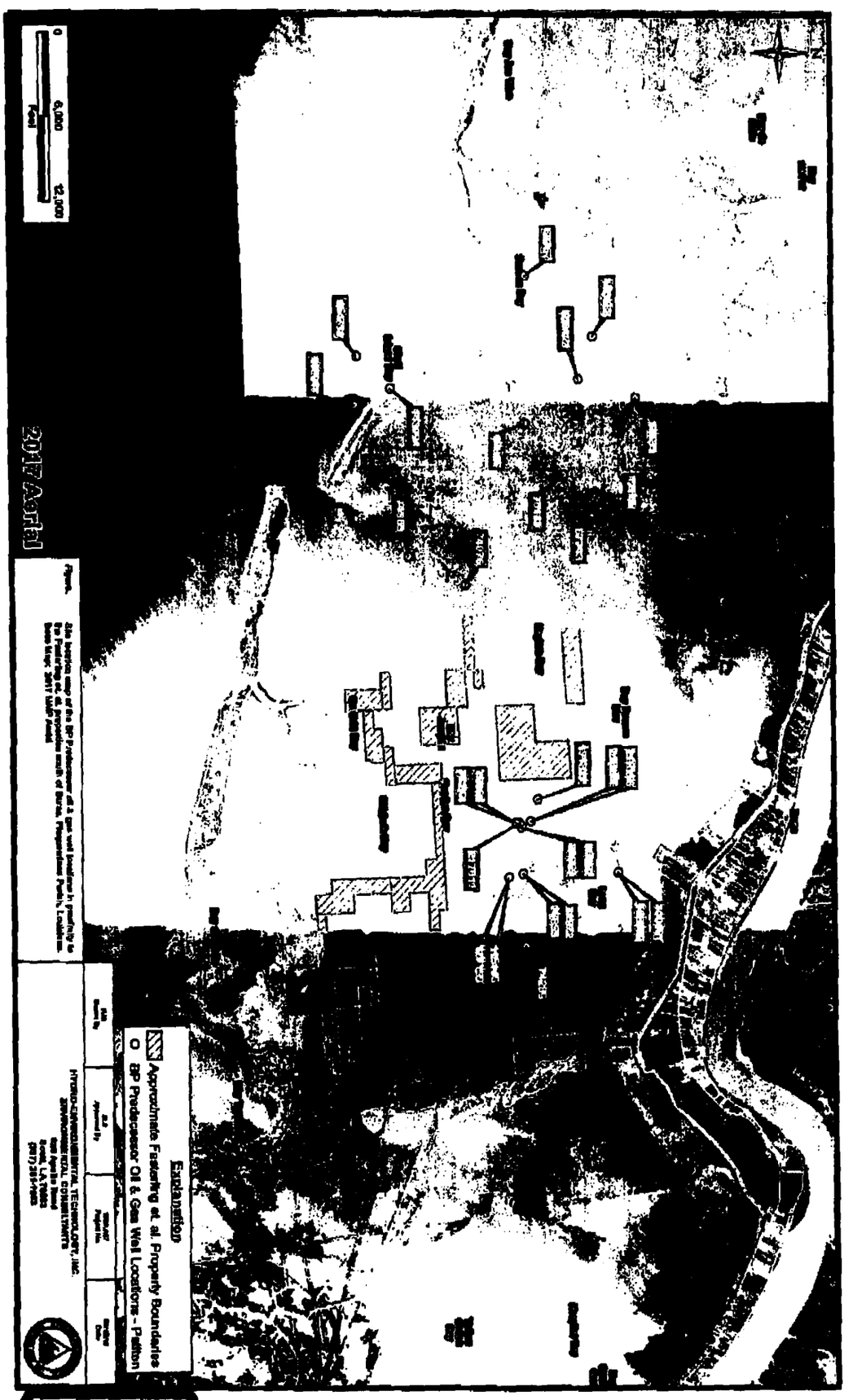

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6,000
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Feet
2017 Aerial
Explanation
Approximate Fosterling et. al. Property Boundaries
BP Predecessor Oil & Gas Well Locations - Petition

EXHIBIT
" 2 "

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

SANDRA COUVILLON BORNE, SANDRA COUVILLON, JUDITH ROJAS KAGAY, JUDITH ROJAS, WAYNE J. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, MARY JO NOLAN, DOUGLAS G. NOLAN IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, DINA KATHLYN NOLAN, DAVID ROJAS NOLAN

CASE NO: 744-218

VERSUS

DIVISION "M"

CHEVRON USA HOLDINGS INC, STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON USA INC, LOUISIANA LAND AND EXPLORATION COMPANY, LLC, ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO LP, BOPCO LP

Proceedings taken in the above-entitled and numbered cause, before the Honorable Henry G. Sullivan, Jr., Division M, Judge presiding, Twenty-Fourth Judicial District Court, Parish of Jefferson, Gretna, Louisiana, on December 7, 2016.

Reported by:

DONNA McSTAY, CCR, CDR, OCC

EXHIBIT "7"

FAX

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AUG 16 2019

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A P P E A R A N C E S

Representing the Plaintiffs:

ROCK PALERMO, ESQ.
BESSIE DASCHBACH, ESQ.
JACOB BRAUD, ESQ.

Representing Chevron:

LEXIE WHITE, ESQ.
MIKE PHILLIPS, ESQ.

Representing Shell Oil Company:

KEITH JARRETT, ESQ.

Representing Exxon Mobil Corporation:

ROBERT McNEAL, ESQ.
MARTIN STERN, ESQ.

Representing Louisiana Land and Exploration Company, LLC:

LEIGH ANN SCHELL, ESQ.

Representing Atlantic Richfield Company and BP America Production Company:

GEORGE ARCENEAUX, ESQ.

Representing Stone Energy Corp:

ELIZABETH WHEELER, ESQ.

Representing BEPCO LP AND BOPCO LP:

KELLY RANSOM, ESQ.

Representing Hilcorp Energy Company:

KELSEY MEEKS, ESQ.

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THE COURT:

Number eight on the docket is 744-218, *Sandra Couvillon Borne, Et Al, versus Chevron USA Holdings, Incorporated, Et Al.*

Counsel, please give your names and representations for the record?

MR. PALERMO:

Rock Palermo and Bessie Daschbach for the Plaintiffs, Borne.

MS. WHITE:

Your Honor, Lexie White and Mike Phillips for the Defendant, Chevron.

THE COURT:

Good morning.

MR. JARRETT:

Good morning, Your Honor, Keith Jarrett for Shell.

MR. McNEAL:

Robert McNeal and Martin Stern for Exxon Mobil.

THE COURT:

Good morning.

MS. SCHELL:

Leigh Ann Schell for the Louisiana Land and Exploration Company, LLC.

THE COURT:

Good morning.

MR. ARCENEAUX:

George Arceneaux for Atlantic Richfield Company and BP America Production Company.

MS. WHEELER:

Beth Wheeler for Stone Energy Corp.

MS. RANSOM:

Kelly Ransom for BEPCO LP and BOPCO LP.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company.

MS. DASCHBACH:

Your Honor, we also have Jacob Braud, here, for the Plaintiffs, as well.

THE COURT:

Good morning, Mr. Braud.

Well, good, we almost cleared the attorney -- I mean, the courtroom of attorneys once we handled this case, but I'm surprised we still have a bunch of people out there, looking at the rest of the docket, but, in any event, you may proceed.

MS. WHITE:

Your Honor, Lexie White for the Chevron Defendants, and the Defendants have raised several exceptions today, and we're prepared to address them in whatever order Your Honor would prefer.

THE COURT:

How about vagueness, ambiguity, nonconformity of petition.

MS. WHITE:

That sounds good, Your Honor, and I'll address that on behalf of Chevron Defendants. Others may chime in as the

facts are unique with respect to each of the Defendants here today --

THE COURT:

Great.

MS. WHITE:

-- but I can begin.

I do have a Power Point presentation that I've hooked up here. I'm not sure if there's something I need to do to have it show on your screen, though.

THE COURT:

You're going to play it from the podium there?

MS. WHITE:

I have it showing on my screen. Here we go. Okay, thank you, Your Honor.

And we've raised -- Chevron has raised, along with all Defendants, the dilatory exception of vagueness and ambiguity, and if the Court grants this exception and either dismisses the case without prejudice or allows the Plaintiffs to replead, that would, of course, moot the remaining exceptions at this stage.

Before I begin the argument, I just want to make clear, Your Honor, you are the first judge to actually rule on this exception. Although there are several cases raised both by this Plaintiffs' counsel on behalf of other landowners and, relatedly, by the Parish of Jefferson raising similar claims with respect to the

that you had entered into with anyone in their area, and at that point they would tell you which contract they were accusing you of having breached, and it really doesn't come close to satisfying Louisiana's fact pleading requirement which, of course, in Article 891 requires the Plaintiffs to identify the material facts of the transaction or occurrence at issue for each Defendant they've named. There is no enterprise or group liability in Louisiana. There's a long line of cases making that very clear, but I don't want Your Honor to think that we didn't try to understand the allegations in this Petition because we did.

The Petition describes, and this is a direct quote from Paragraph 21, the crux of the Plaintiffs' claim as this -- of the Plaintiffs' tort claims is a, quote, "violation of the expressed and implied duties prescribed in the permits attached as Exhibit C." That exhibit is literally a list of every permit issued in the past three decades to any of these 11 Defendants. The Petition doesn't say which of that laundry list of permits these Plaintiffs even contend was violated, if any, much less what are the expressed and implied obligations in those permits that were allegedly violated. So we can't tell from this exhibit what are the obligations

and the duties that form the factual basis for these tort claims.

But the permits listed in Exhibit C are publicly available. This is the public website, Your Honor. This is the SONRI System that Plaintiffs likely used to compile this laundry list of every permit issued to any Defendant in this case, and so we used the same public database, Your Honor, to pull the actual permit files that are listed in Exhibit C, and when you dig into the files that are cited as support for these allegations, not only do they fail to illuminate the factual basis for this lawsuit, in many cases they flatly contradict the statements that are made without support in the Petition itself.

And I just -- if you'll indulge me to walk through this. This is the Plaintiffs' Petition, Exhibit C. It is the laundry list of permits we're told formed the crux of the Plaintiffs' tort claims. Just walking through a few, here is one, at the top. This is line 17 on Exhibit C. This is a permit issued to Texaco and compare what this permit actually says, which is on the bottom of this slide, with what the Petition says directly above it. Paragraph 16 of the Plaintiffs' Petition alleges in unspecific fashion that, quote, "Defendants' well operations and coastal use permit activities could have been

conducted in a way that did not destroy the Plaintiffs' property because there are reasonably prudent alternatives that would of prevented the damage being done to the Plaintiffs' property."

And the permit listed for support is what's shown on the bottom of this, and this is where we're told to look for the factual basis. It states exactly -- almost exactly the opposite. This permit was issued to my client, Texaco, or Chevron as successor to Texaco, after the regulators performed their own investigation into the proposed project and concluded this proposed project is coastal water dependent, and there are *no* apparent alternatives which would be of less impact and still permit the well to be drilled.

Now, there are many -- this is just one, but there are many similar examples of this in the permit files because that is precisely what the regulators were doing. When they decided whether to issue a permit, they were balancing the economic, social, and environmental factors in deciding whether a proposed project should be authorized or whether it should not.

So what is the factual basis for the statement in Paragraph 16 of this Petition? What is the who, what, when, where and how? Are the Plaintiffs taking issue with the Louisiana Department of Natural Resources'

decision to grant the permit that is listed on Exhibit C in line 17? Are they taking the position that reasonable alternatives *did* exist and that LDNR's finding was wrong, because there are particular defenses we would raise to that claim? That may not even be a suit properly raised against *these* Defendants as opposed to a different agency.

On the other hand, is this permit even at issue in this case? The Petition never says which, if any, of this laundry list of permits are allegedly violated in this case. Not a single one is specifically identified as having been violated. Is my client accused of drilling this well listed in the Petition in a manner inconsistent with reasonably prudent alternatives that would of prevented the damage to the Plaintiffs' property?

And, of course, it's a touchstone of Louisiana law that it's fundamental that a petition for damages gives the defendant sufficient notice of the facts sought to be proven against him to enable him to prepare a defense. That's a direct quote from the Fifth Circuit Court of appeal in the *Roache versus Alpha Technical Services* case, which we've cited to Your Honor in our briefing.

The Petition doesn't answer these questions, but instead accuses the Defense

collectively, and as a group, of violating coastal use permits, unidentified terms and conditions of coastal use permits, but, time and time again, we see in these files, and here's another example, these documents. This is a follow-up investigation report completed by the regulatory body responsible for issuing coastal use permits, and after inspecting the permitted work concluded that, quote, "All permit conditions are satisfied." But, as you see across the top of this slide, this is a permit cited in Exhibit C to the Petition, line 44, as somehow -- we're not told how -- forming the factual basis for this lawsuit.

And I could spend hours going through these. There are quite a few. Here's another one for Stone Energy, line 182 of Exhibit C, another one for Hilcorp Energy, line 260 of Exhibit C to the Petition, and the point is the permits listed in Exhibit C, if you actually read them, which we did, if you actually read them, they raise more questions than they answer about what is at issue in this lawsuit.

Now, the Plaintiffs say at several points in their Petition, for instance, the Defendants were obligated to and failed to restore the land to its original condition. But, again, the permits that they cite for support, factual support for that

allegation, like this one, for instance, listed in Exhibit C, contain a whole host of terms and conditions. If you look on these actual permit files, these are thick documents. There's a lot of back and forth between the regulators and the entity applying for the permit about how the proposed project will be conducted, what reasonable alternatives exist, how the balance should be struck, and the reasons are articulated for striking the balance in a particular way, and what you end up with is something like this. It's usually a two-page document within the permit file that lists the particular conditions the permit holder has to abide by, and, although the Petition alleges that Defendants collectively and as a group, in an unspecified manner, without identifying any activities, alleges that they failed to restore the land to its original condition.

What you see in these permits, like this one on your screen, is that was not a condition that was specified as one of the several conditions that the permit holder had to abide by in return for the permit that it was issued because these activities are very different. They range from installing a six-inch pipeline, to dredging a canal, to maintaining the depth of that canal at a certain navigable depth to

allow passage, and there's no identification in the Petition of which of these activities are at issue in *this* case. In fact, we're not told which of these Defendants are alleged -- what of any particular individual Defendants' activities are alleged to have been done unlawfully.

Now, the Petition references a series of broad words. It throws around words like "adverse impacts" and "cumulative impacts" in describing the harm that it's seeking to redress, and the notion is if there's any kind of a footprint left on the land in question, that is, this land -- these two fields are the subject of extensive oil and gas operations over the past half a century. The notion is that if there's any form of a footprint left on that land, that can give rise to a tort claim, and it's the basis of a violation of a coastal use permit. But the permits that these Plaintiffs cite as ostensible support for that allegation, which is unspecified, we're not told what activities, but what they cite in this laundry list shows just the opposite.

This slide is the permit that's cited at line 95 of Exhibit C, and it's in the publicly available permit file for a dredging permit where the State of Louisiana actually overruled an objection

that had been raised to maintenance dredging explaining that, quote, "This is an old oil and gas field, and the proposed maintenance dredging is for existing canals. Additional adverse impacts will be minimal, and the benefits of continued oil and gas production will outweigh any unavoidable adverse impacts." In other words, there, again, we have to state balancing the economic, social, and environmental factors of each of the activities that were proposed to be conducted, and at the end of the day, in each of the instances that I've shown you, the State struck the balance in favor of development. What we're not understanding from this Petition is what are these 11 Defendants accused of doing wrong following the issuance of this permit.

Now, the Louisiana Fifth Circuit Court of Appeal has specifically criticized the use of these generalized terms, like "violation of regulations," which are used without identifying which of a long list of particularized regulations a specific Defendant is accused of having violated.

In the *Roache versus Alpha Technical Services* case, which we've cited, for instance, on page five of Chevron's memorandum in support of this exception -- there are several cases cited on that page, page five -- a pleading was examined that,

like this one, was replete with very generalized language, but the allegations were not specific to any particular Defendant, and the Court of Appeal found that pleading to be vague and ambiguous in violation of Article 891, and it was no excuse in that case or in this that the oil company Defendants were accused of being liable in solido. Solidary liability was alleged. The Court dismissed the action without prejudice, and the facts there were strikingly similar to those here. It was contamination of land over a period of decades by various oil field related companies brought by plaintiffs who lived in the vicinity of the land at issue against a group of dozens of defendants.

And we cited several other cases that were similar, and we attached to our brief, our memorandum in support of this exception, the orders that came out in those cases. In, for instance, the *Alford versus Chevron* case, Judge Clement of the 25th Judicial District Court found a similar petition that attached a laundry list of exhibits to be vague and ambiguous precisely because it, quote, "Asserted causes of action against defendants collectively without differentiating the factual basis of the allegations against each defendant individually." And the facts there were strikingly similar. There

were operators of land alleged to have been contaminated, and the court ordered them to amend and set forth specific individualized allegations for each defendant, and that's what we're asking for here, Your Honor.

There are several other cases. The *Devillier* case and the *Conner versus Adams Resources* case, which we've attached to our brief, as well, and ruled similarly on strikingly similar petitions.

But another reason, Your Honor, just quickly and I'll move on, that we need to know which activities are at issue is because we see in the public permit files that are referenced in this laundry list extensive back and forth with the actual landowners of the property who were notified of many of these projects. They were provided an opportunity to object to the projects, and if we knew even one activity that is at issue and alleged to be unlawful in this case, we could respond with those defenses where appropriate.

But, Your Honor, in digging into this Petition as we have, and in digging into the files that are attached and referenced in it, it becomes quite clear how it came to be drafted the way it was, because the Petition borrows its background section from a different lawsuit. The background section to this Petition literally cuts and pastes around 22

paragraphs from a separate lawsuit. You see it referenced in Paragraph 15 of the Petition. It's the previously filed *Parish of Jefferson versus Chevron USA Holdings* case. There are 22 paragraphs from that petition pasted into this Petition followed by this language: Based upon the foregoing findings by the Parish of Jefferson, particularly defendants' activities in the two fields at issue here, the plaintiffs herein allege upon information and belief.

Now, those findings that are referenced in Paragraph 16 of this Petition were actually just allegations that were raised in the *Jefferson Parish versus Chevron* case, which is currently pending before Judge Faulkner, Your Honor, in Division P. No one has made any findings in that case, and no findings were made by the Louisiana Department of Natural Resources, or any other agency, before that case was filed. That lawsuit is currently, just so Your Honor is aware, stayed by agreement of the parties to that case in order to allow Judge Enright in Division M --

THE COURT:

N.

MS. WHITE:

-- to rule first in a different case filed by Jefferson Parish -- that's the *Jefferson Parish versus* ARCO case -- to

allow him to rule on threshold legal questions in that case, including vagueness and ambiguity. Four other judges, in fact, who have been assigned cases filed by Jefferson Parish that are similar, are holding off on addressing the issues in those cases until Judge Enright has an opportunity to rule in the case before him.

But these Plaintiffs, who are private landowners, want to, essentially, jump ahead of that litigation, and they want to jump ahead of the litigation they were piggybacking off of without providing notice to any of the 11 Defendants in this room of the material facts that are at issue in this lawsuit, and the Louisiana Code of Civil Procedure simply doesn't allow that, Your Honor. And that would be true even if it weren't the case that now five judges in Jefferson Parish have worked out a procedure for addressing the allegations raised in the Jefferson Parish litigation, which these Plaintiffs are attempting to get out ahead of.

The Louisiana Code of Civil Procedure Article 891 requires a concise statement not just of the causes of action but of the material facts of the transaction or occurrence that is the subject matter of the litigation, and because this pleading does not identify even a single activity of

any of the 11 Defendants, that these Defendants are specifically individually accused of having done unlawfully, we would ask the Court to grant the exception of vagueness and ambiguity.

And before I hand over the podium to one of my colleagues, I did take a stab at a proposed order that would make very clear how limited the relief is that we're seeking in this case.

And if I could approach, Your Honor?

THE COURT:

Have you shared that with opposing counsel?

MS. WHITE:

Yes, Your Honor.

THE COURT:

Thank you.

MS. WHITE:

And what we've attempted to do in this order is simply identify the three items of information that we're asking for the Plaintiffs should provide with respect to each Defendant separately. First, a description of each allegedly unlawful activity, including the date and location of the activity, something that tells us what we're accused of doing wrong. Second, each permit alleged to have been actually violated, not just a list of every permit granted to anyone in the field over the past three decades, but each permit

alleged to have been violated with a precise description of what was the violation. And then, third, for each permit or activity identified, the damage that's alleged to have been caused.

And that's our request, Your Honor.

THE COURT:

All right, thank you.

Exhibit C contains a list of 275 permits; is that right?

MS. WHITE:

That's right, Your Honor; I believe that's right.

MR. McNEAL:

Good morning, Your Honor.

THE COURT:

Good morning.

MR. McNEAL:

May I proceed?

THE COURT:

You may.

MR. McNEAL:

It's Robert McNeal on behalf of Exxon Mobil. Your Honor, I just want to talk to you about the Petitions' claims against Exxon Mobil, so, obviously, in the vagueness exception, where you start with is the Petition, and in this case this Petition, itself, only mentions Exxon twice, once in the caption and then once in the paragraph that lists all of the Defendants. That's Paragraph 9. Nowhere

else is there a specific reference to Exxon at all.

The Petition doesn't identify anything that Exxon specifically did that caused any of the damage alleged by the Plaintiffs, and all it does is, in one of the exhibits, which is Exhibit B, which is a list of wells, it identifies nine historic Exxon Mobil wells from back in the 1950's. So these -- the wells -- and I'd point out, Your Honor, that all the wells -- and if I can approach, Your Honor, this is a copy of Exhibit 2 to the affidavit we submitted from a landman, which was attached as Exhibit 3 to our memorandum.

May I approach?

THE COURT:

You may.

MR. McNEAL:

Your Honor, what this demonstrates is that the wells that Exxon had back in the 50's were located at least a mile and sometimes several miles away from the Plaintiffs' property, and so it's kind of hard to look at this Petition and say that Exxon did something that damaged the Plaintiffs' property based on the allegations that exist.

Now, you just heard a long explanation of these permits. There's no permit that's alleged to be issued to any Exxon Mobil entity in the exhibit that attached

-- attaches the permits at issue.

THE COURT:

Well, I'm not sure about any entities. I've reviewed the list of permits, and I did not see Exxon mentioned.

MR. McNEAL:

Yeah, they're not there, and this case is premised upon violations of permits. The underlying lawsuit that they've piggybacked onto is premised on the notion that coastal use permits were violated. I'm sure you'll hear, well, there's unpermitted activities. Well, okay, but this Petition does not identify a single unpermitted activity that Exxon Mobil did that somehow is directly linked to damage on the Plaintiffs' property.

So, Judge, I mean, real simply, these allegations don't satisfy Article 891, and the allegations against Exxon are vague and ambiguous and either should be dismissed or fixed.

I know it's just hornbook law. The Petition has to state clearly and concisely the material facts that are the basis for a claim against a defendant. I mean, put another way, a petition's supposed to tell a defendant why it's in the lawsuit and it did that resulted in it getting sued. In this case all we have, Your Honor, is an allegation that some wells existed that were drilled in the 50's that

are miles from the Plaintiffs' property. That's not enough.

And when a petition makes an allegation against multiple defendants like happened here, the rule isn't waived. In fact, you know, the case law we cited to Your Honor states that each defendant should be told exactly what it individually did that resulted in it being sued and what the basis is for the claim against it.

So I'll just say at this point, Judge, no one has any idea of what Exxon specifically did that in any way caused damage on the Plaintiffs' property based on this Petition. There's really no way to validly defend this case based upon the allegations as they exist, and under the law the Petition is, therefore, vague and ambiguous as to my client, and the exception ought to be granted on that respect.

There's a couple of points that I think you'll probably hear, and I just want to touch base on them briefly. One argument you're going to hear, because it was raised, is the vagueness exception doesn't apply because the Plaintiffs are going to use discovery to try and find out what my client did and why it should be sued. Well, that's exactly the opposite of the purpose of 891. You're supposed to tell people why you sued them, and then you can

frame your discovery based on reasonable factual allegations of what was done.

And, furthermore, Plaintiffs are supposed to know the reason why he's sued a defendant before he files a lawsuit, not file a lawsuit and then try to find a way to make the case. I mean, a defendant should never be required to have to go through discovery because a plaintiff doesn't know why he sued them in the first place. That's just not right, and that's not consistent with the law, Your Honor, so we don't think that argument makes sense.

And the second argument, as you've heard previously, is that somehow the Plaintiffs are allowed to get around the vagueness problem by alleging all these 11 Defendants are solidarily liable. But if you look at the allegations, Your Honor, you got wells that date from the 50's to recently. You got 11 Defendants. There's no allegation that says that any of these Defendants have any particular relationship or engaged in any kind of joint operation or did anything that somehow makes them solidarily liable.

So I'd respectfully submit that what's being argued to you is that the Plaintiff is attempting to use a legal argument of solidarity to circumvent the requirement that they provide the legitimate factual basis that supports a solidarity claim,

solidarity liability claim.

So, Your Honor, we submit that based upon the allegations in the Petition, the claims against my client are certainly vague and ambiguous, and the exceptions should be maintained, and the claim should either be dismissed, or, alternatively, the Plaintiffs should be required to state specifically the who, what, where, when and why the allegations against my client that resulted in this lawsuit being filed against him.

THE COURT:

Thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. JARRETT:

Good morning, Your Honor, my name is Keith Jarrett. I represent Shell Oil Company.

THE COURT:

Good morning.

MR. JARRETT:

May I proceed?

THE COURT:

You may.

MR. JARRETT:

Your Honor, I appreciate counsel for Chevron going first. She carried the heavy water to explain what this lawsuit's about, and counsel for Exxon explained the situation, particularly, its client. I'm

going to talk about Shell and what's alleged against Shell.

I think we all know that Article 891 governs this exception, and 891 requires a specific pleading of material facts, but what's material? Well, the Code of Civil Procedure tells us what's material. In Article 860 the Code says, "For the purpose of testing the sufficiency of a pleading, allegations of time and place are material," and that's precisely what's missing from this Petition.

For Shell, like Exxon, we're mentioned in the title, and we're mentioned in the name of parties being sued. But other than that, you won't find our name anywhere. You'll find it in Exhibit B, the exhibit that lists the wells, and they list five wells for Shell. You won't find Shell listed in Exhibit C, which lists the permits.

I know that's the subject of a separate exception, here, today, Your Honor, on whether a no cause of action for Shell because there are no permits listed with Shell's name on it, and there's a reason for that. The reason Shell's not listed is because Shell didn't have any permits. That permitting procedure only became effective in 1980. The five wells that Shell are sued on, Your Honor, were drilled in 1940, before anyone in this courtroom

was born, and in the 1950's.

This is a blowup, Your Honor, if I may approach? I have -- Shell filed -- may I, Your Honor?

THE COURT:

Counsel, have you seen these documents?

MR. JARRETT:

This is the exhibit they already have.

THE COURT:

You may.

MR. JARRETT:

Your Honor, this is the -- this is the affidavit of a land management deal that was attached as an exhibit to Shell's exception, and what I have flagged is the very map that I'm holding up here, and the reason that map is significant, Your Honor, if I may, you will see that the Plaintiffs' property, here, south -- south of Lafitte, just west of Myrtle Grove, involves two oil and gas deals, but Shell's wells are not on the property. Indeed, Shell's wells, four of the five, are over three miles away from their property. This well that they've brought suit over was drilled in 1940. These other wells, all five of them, were drilled in the 50's.

When you test the sufficiency of a petition, it's not a one size fits all analysis. Consider this, Your Honor, suppose a homeowner was suing a plumber for bad work. If the plumber did the work

the week before, what might suffice for the material facts in a petition would be one thing, but if the work was done 50 years ago some more precision would need to be included in the petition to alert the plumber why he was being sued. But if you're like Shell, and you did the plumbing work three blocks away, I submit that the allegations need to be much more precise.

These lawsuits, these legacy-type lawsuits that the Court's heard about, I'm sure they're very expensive. They're very time consuming. They're very labor intensive. Shell doesn't want to be in the case at all and certainly doesn't want to be in the case when the allegations are so imprecise as to require it to defend a lawsuit that it doesn't even know what it's accused of doing. There's been no allegation of a coastal use permit. Our wells are three miles away. We need more than -- we need more than that.

We would ask that the Petition be amended, if they can, or dismissed.

And, Your Honor, with that, I'd like to offer that exhibit to be filed in the record. I believe it's been submitted. There's been no objection made.

MR. PALERMO:

No objection.

THE COURT:

Very well. So ordered.

MR. JARRETT:

Thank you, Your Honor, and that's all for Shell.

THE COURT:

Great, thank you.

We can mark it Shell No.1.

MR. McNEAL:

Your Honor, likewise, just as cleanup, I'd like to offer the exhibit that was referenced during Exxon Mobil's argument.

MR. PALERMO:

No objection.

THE COURT:

As Exxon No. 1.

MS. SCHELL:

Good morning, Your Honor, I'm Leigh Ann Schell for LL&E.

THE COURT:

Good morning.

MS. SCHELL:

Moving down the line has a benefit of allowing me to be even more brief as I talk about the specific situation related to LL&E in this case.

Your Honor, this case, the Borne matter, has been pending for a couple of years, maybe as many as three, but, yet, in opposition to LL&E's exception of vagueness, all that was offered by the Plaintiffs is this: That LL&E operated nine wells on or near its property, and that LL&E obtained seven coastal use

permits.

Operating wells and obtaining permits is not actionable under Louisiana law as a basis for any tort claim. There are no allegations other than those, whatsoever, contained in either the Petition or even offered all these years later in opposition to the exception of vagueness.

Furthermore, if the Plaintiffs did even a cursory review of the publicly available information on the DNR's website that Ms. White showed the Court earlier, it's not reflected in any of these pleadings because while they allege that LL&E operated nine wells, a quick review will show that three of those wells were never drilled, so it didn't actually operate nine wells at all.

More needs to be done by the Plaintiffs to get past the requirements of the Civil Code, and the Fifth Circuit has already told us that what we have here is just not enough, so I'll conclude by referencing the Roache case, that those before me have referenced, by saying there the court, plain and simply, said allegations against multiple defendants that are broad in scope, without any specificity, that involve a large area of property over many years, are simply not enough to get over the hurdle.

And so, finally, I just wanted to offer

and introduce into evidence the affidavit of Jim Diehl that was submitted with our original exception of vagueness, and it shows that the LL&E drilling is over four miles away on LL&E's own property, far and apart from the Plaintiffs' land.

So with that said, Judge, we'd just like to ask again that the Court grant the exception of vagueness.

THE COURT:

Thank you.

Anyone else?

MS. WHEELER:

Your Honor, Beth Wheeler for Stone Energy Corporation, and, so as not to be redundant, I just would like to adopt the arguments that have been made previously by Chevron, Exxon, Shell and LL&E. There are no particularized allegations against Stone Energy in this Petition. All there are are the en masse global allegations against all Defendants other than listing us in some exhibits that we were associated with wells and permits, but not necessarily what we did wrong with respect to those activities.

And for that reason, we would ask that the exception of vagueness and ambiguity be granted.

THE COURT:

Thank you.

MR. ARCENEAUX:

Since everybody's coming up, Your

Honor, George Arceneaux for Atlantic Richfield and BP America Production Company, and, for the same reasons stated by Ms. Wheeler, I would say the same on behalf of my clients as to whom predecessor -- only five predecessor wells are identified. No specific allegations are set forth, and there are no assertions with respect to coastal use permits.

And with respect to the other arguments, the fact that I may not stand up and echo what everyone else says, Your Honor, I will adopt the arguments made on behalf of other Defendants where appropriate.

Thank you.

THE COURT:

Thank you, Mr. Arceneaux.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company. We would also adopt the arguments of the other Defendants. I don't want to be redundant. They covered everything that we would of said. We align most closely with Chevron in that we were mentioned as having wells and coastal use permits, but, again, there are no specific allegations against Hilcorp as far as which of the wells or which of the coastal use permits are alleged to be the basis of the claims in this lawsuit.

So we would also move that the -- ask

that the Court grant the exception of vagueness, please?

THE COURT:

Thank you, Ms. Meeks.

MS. RANSOM:

Good morning, Your Honor, I'm Kelly Ransom on behalf of BEPCO and BOPCO. Like Shell and Exxon, BEPCO and BOPCO have not been identified as ever having held any coastal use permits. The only place we're identified is in the caption and as a named Defendant.

There are four wells identified in Exhibit B to the Petition, and those wells date back to being drilled in the 1950's. Three were dry holes. Only one produced, and it was plugged and abandoned in 1997, well before coastal use permits were required.

We also adopt the -- BEPCO and BOPCO also adopt the arguments of the other Defendants. I just want to point out to the Court that, like Shell and Exxon, we have no coastal use permits.

THE COURT:

Thank you.

MR. PALERMO:

Good morning, Your Honor, Rock Palermo.

THE COURT:

Good morning, Mr. Palermo.

MR. PALERMO:

Every lawyer that has come up here has

been able to tell you when they were near our property -- our clients' property and what they were doing near our clients' property, on our clients' property. There's no special rules for oil and gas cases in the Code of Civil Procedure. It has the same rules as like the med-mal case that you had earlier, and so you can imagine the typical med-mal pleading where the plaintiff may undergo surgery, has a long list of medical care, a variety of health care providers, and basically says I was under the defendants' care, they provided health care to me, they deviated from the applicable standard of care, it caused me damage, and, for the most part, that pleading would be okay. It listed the time frame of -- or healthcare, it listed, you know, the surgeries that they had, et cetera.

So, you know, in this case, you know, the Plaintiffs are co-owners of three contiguous tracts in Jefferson and Plaquemines Parish and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields. There was 1,340 wells drilled, hundreds of canals dredged. It changed the hydrology. You've been provided Exhibit 2, and a few of the lawyers came up and used this exhibit, and they showed you where their wells were drilled. Well, it doesn't take even a fifth grade science pupil to

see the maze of canals that are dredged that were used by these different oil companies to access these wells. That's just one example.

If you see a straight line on Exhibit 2, that's a human. God doesn't make straight lines. So all these straight lines, those were human interventions in this sensitive wetland, and that's all pled. You know, it's pled, and while it doesn't say Shell did this canal that caused this particular -- contributed to this damage, that's what it says. I mean, Exhibit 2 is a great illustration of a picture's worth a thousand words. And while we have probably more than a thousand words in our Petition, we have, you know, numerous pages. We have the coastal use permits, we have the maps and the tables in Exhibit 3 of our Petition, so we say where you were, when you were there, and what you were doing.

The specificity and scope of each Defendants' individual impact will be dependent on experts, just like it would be in a med-mal case as to whether it was a cut artery, or improper anesthesia, or a combination of all those things. An expert's going to talk about how the impacts -- the oil and gas well perhaps caused subsidence, the canal that was dredged to access it contributed to the

slicing and dicing of the sensitive wetland that is all near our Plaintiffs' property that caused this land loss, and they'll show satellite photographs. These men and women who defend these cases know very well what the case is about and what they will have to defend.

Your Honor is not the first Judge that has had this exception of vagueness, so in Exhibit A we listed the judgments of other district courts that denied vagueness on very similar grounds, if not the same. We have an Exhibit B, the transcript from the *Shirley Britt versus Riceland Petroleum* case, the August 24th (sic) hearing in Jefferson Davis -- Jefferson Davis Parish. We have Exhibit C, the writ by the Third Circuit in *Robert Reeds versus BP American Production*.

So this is not the first rodeo in these cases. They're all similar. Coastal land loss -- it's a coastal land loss case that gives -- you know, these permits and these oil and gas well files that you have here, I suspect if we didn't have that evidence we may have heard today that the Plaintiffs can offer no proof or evidence that they were even there. So these documents are here, and you heard counsel saying that, you know, there's communications with the clients or the landowner about certain things that they -- you know, the canal is

okay, or whatever it said. You know, that's summary judgment evidence, and a lot of the argument you heard today, you know, may be good summary judgment argument, but it's not a good argument for an exception of vagueness.

We're governed by Article 891 which only requires, as you know, that the Petition contain a short, clear, and concise statement of all cause of action arising out of and the material facts of the transaction or occurrence be the subject part of the litigation. Justice Tate, it's kind of hornbook law, said that the defendant is not entitled through the exception of vagueness to require exactitude and detail of pleading beyond those necessary to give notice of the nature of the Plaintiffs' claims. That's what discovery is for in the med-mal case, in the other multi-defendant case.

We've pled and these lawyers and the Defendants know exactly what this case is about and what they will need to defend, what experts will be required, and what our cause of action are because we pled those.

I'll go through some of the specifics in our first supplementing Petition. In pages 11, 12 and 13, we talk about the drilling, the dredging, the restoration obligation, and the -- the Coastal Management Act requires restoration.

719(M) requires that land be revegetated, detoxified, and otherwise restored to their original condition. So those allegations, those cause of action are pled.

The Code of Civil Procedure does not, as I said, does not have a special rule for these coastal land loss cases or for oil and gas cases that say you got to show this defendant did exactly this activity, whether it was dredging or whether it was drilling an oil and gas well, that caused subsidence that then caused this particular land to lose, you know, its integrity, and then cause my land to suffer due to potential for land loss, subsidence, and those things.

So that's not a requirement, and they do this in every case. I mean, this is nothing new, and you may have had this before in a legacy case, and the cases proceed, and they go to trial, and there's summary judgments perhaps where a plaintiff is unable to prove, and that's what the summary judgment's for. But it's not appropriate at this stage, especially given what we pled, to sustain an exception of vagueness.

I'll be happy to answer Your Honor's question on any particular area, but it's important that, you know, we have the Jefferson Parish Petition, and there's no -- there's no rule prohibiting us from

adopting it and putting it in our Petition. They may not like it, but it's certainly appropriate, and we did it.

No one has come to us and said that they have complied with their ongoing obligations, and -- 'cause that's a -- that's a requirement. Now, they say that we just have the permits, but there's an ongoing obligation with those permits. They may tell you they didn't have a permit. Well, you know, that may be an issue or it may be before permits were required, but there's still a reasonableness that is required.

And there may be other documents -- their own documents that say, look, we know when we put in this canal it's going to cause wetland loss, but, you know, we're here to look for oil and gas, that's what we have to do. So those kind of documents are in -- we can obtain during discovery.

The Petition on the four corners is appropriate, and, again, I'll be happy to answer Your Honor's questions.

THE COURT:

Thank you, Mr. Palermo.

Any response from any Defense counsel?

MS. WHITE:

I'll be very brief, Your Honor.

THE COURT:

Okay.

MS. WHITE:

I believe Mr. Palermo stated my argument for me when he said there's no special rules applicable to oil and gas cases. Just like it's not appropriate to plead in any case, it's not appropriate in an oil and gas case to simply plead *you did* oil and gas work somewhere within a 200 square mile radius over the past several decades or more. And that simply doesn't meet Article 891 of the Code of Civil Procedure, and you heard very clearly that there will be an attempt to shift the burden to the Defendants to disprove it. You heard Mr. Palermo say *no one's come to us and said that they complied with all of their permits*. That is not the way that the system is supposed to work.

We are entitled to know what are the permits we're accused of violating, what are the conditions of that permit, and simply holding up a map and showing that oil and gas work was done on one of two fields over the past half century does not state an allegation, state a claim even, for negligence, nuisance, breach of contract, strict liability, public and private nuisance against 11 Defendants under these circumstances or any other. Just like it wouldn't be appropriate to sue Your Honor and claim that you violate red lights, and the evidence of that is you drive cars, it is not appropriate in this

case to sue 11 Defendants claiming simply that the evidence supporting -- showing the factual basis of this claim is that they did work in this area.

And we would ask, again, Your Honor, to grant the exception of vagueness.

Thank you, Your Honor.

MR. PALERMO:

Your Honor, before I forget, while somebody else is coming up, we offer, file and introduce the exhibits attached to our opposition to their exception.

THE COURT:

Any objections?

(Defense Counsel Respond Negatively)

Thank you. Thank you. They're admitted for the purpose of the hearing.

MR. JARRETT:

Your Honor, Keith Jarrett for Shell.

THE COURT:

Yes.

MR. JARRETT:

A quick point, Mr. Palermo pointed out that other courts have considered vagueness exceptions, and they cite some that go their way, and we cite some that go our way, and the point is it depends, and it -- whether the Petition suffices depends. It depends on what's being alleged.

You cannot in this case -- the allegations for someone who's been gone from -- not even on the property, from off

the property, like Shell, 60 years, I don't have anybody in the company who was around when those wells were drilled. I'm entitled to know -- my client's entitled to know what they did wrong, allegedly, so we can try to figure out how to defend it, and it's not sufficient. We're not a one size fits all package. In this situation, more is required.

THE COURT:

Mr. McNeal?

MR. McNEAL:

Yes, Your Honor, very briefly.

Your Honor, an analogy was made to you about a med-mal case, but the med-mal case that you would have before you is that the Plaintiff here has sued all the doctors at Ochsner, and, in my clients' case, the doctors at West Jeff because, you see, nothing has been addressed to Your Honor about how activities that occurred 50 years ago, that were done with wells, that have nothing to do with the permits that are at issue in this case, are somehow related to the damage.

And, Your Honor, I also dispute the fact that the lawyers in this case, and what they may know, which, frankly, I will tell you, I don't know what they're alleging, I don't, that somehow that knowledge of some lawyer can somehow transcend the obligation to plead your case

properly when you file your petition, and, ultimately, Your Honor, it's the Petition, itself, that determines whether the vagueness exception is valid or not. And the idea that you can somehow discovery yourself into an allegation, we would submit to the Court is just contrary to the Code of Civil Procedure.

Thank you.

THE COURT:

Anyone else?

MR. PALERMO:

Your Honor, briefly, just to address Mr. McNeal and Mr. Jarrett's issue, if I may?

THE COURT:

You may, although it's their exception. They'll get to talk last.

MR. PALERMO:

As far as alleging things that were before the permit, as Mr. Jarrett suggested, in our Petition we list failure to follow the standard of care under the regulatory structure; two, failure to follow the expressed or implied obligations under the coastal use permit -- coastal use permits. He says that doesn't apply to him because he was before the permit. Three, failure to use reasonably prudent operational techniques. That applies to everybody. Four, failure to prevent --

THE COURT:

But they're saying is by doing what?

MR. PALERMO:

Back to the doctor, you know, it may be an expert that decides he failed to clamp an artery in that -- under an appropriate standard of care. At the petition stage, that's not required. We say what their operations were. They drilled, they dredged, they operated, and that causes coastal land loss either by subsidence, other theories.

So we know what -- we suggest what they caused, and we list what acts of negligence or violations that contributed to it. That's all we have to do at this stage. There's not a -- there's not a special rule to say you got to say that they failed to clamp the artery at the proper place at the appropriate time. It's not required. So it's easy to say that and suggest that we should know that, but it's not required under the Code of Civil Procedure.

I'll stop.

THE COURT:

Mr. McNeal, Mr. Jarrett, any response?

MR. JARRETT:

Nothing from Shell, Your Honor.

MR. McNEAL:

No, Your Honor.

THE COURT:

All right, thank you.

Certainly, this is a complicated matter with a number of allegations made against a number of Defendants. The Court does believe that Article 891 does require more specificity with regard to the particular Defendants, and the Court does grant the Motion.

The Court would allow Plaintiffs time to amend because of the number of Defendants involved and the complications. How much time you think you would need?

MR. PALERMO:

Your Honor, 60 days.

THE COURT:

I'll give you 90 days.

MR. PALERMO:

And during that 90 days, are we able to conduct discovery on that -- those issues?

THE COURT:

That's not the purpose of the Court granting you the 90 days.

MR. PALERMO:

Understood. We're just not -- we're not prohibited in conducting discovery, I would suspect?

THE COURT:

Let me hear from Defense counsel. I'm hearing -- they're all shaking their heads, yeah, you're prohibited.

MR. JARRETT:

Your Honor, Keith Jarrett with Shell. I think the point was made through other

counsel that the Court, the Supreme Court and others, have specifically said you don't use discovery to cure deficiencies in the Petition.

THE COURT:

You're correct on that point.

You need to do whatever investigation you can do on your own to amend your Petition and correct the situation which the Court believes exists.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

All right. And who's going to prepare the judgment on behalf of the 11 Defendants?

MR. McNEAL:

I will, Your Honor.

THE COURT:

All right, thank you.

MR. PHILLIPS:

Your Honor, Mike Phillips for Chevron. There were other exceptions set today, but, given your ruling, those shall be deferred?

THE COURT:

Yeah, I think that would be appropriate. We don't know what that amended and supplemental petition would look like. It may or may not cure some of the issues which counsel have with the pleadings.

MR. PHILLIPS:

Thank you, Your Honor.

THE COURT:

Is everybody onboard with that?

(Counsel respond affirmatively)

Okay, real good.

MR. McNEAL:

Your Honor, just one other issue. Could I offer into evidence the exhibits that were attached to our Memorandum in Support of the --

MR. PALERMO:

No objection.

THE COURT:

Certainly, certainly, for the purpose of this hearing, and let's talk about what they are. The clerk needs to know for the record which particular exhibits you're offering.

MR. McNEAL:

Your Honor, the first is the -- is Exhibit 1, Petition for Damages to the Jefferson Parish Coastal Zone, which was filed in Docket No. 732-769.

THE COURT:

All right. We already had marked Exxon Exhibit 1, which was a map.

MR. McNEAL:

All right. We could mark that as Exhibit 2.

THE COURT:

Okay.

MR. McNEAL:

These are just -- these are as attached to the Memorandum.

THE COURT:

Okay, great.

MR. McNEAL:

Would it be better if we -- if --

THE COURT:

We'll mark the map with a different number when we get to it.

MR. McNEAL:

Okay. Your Honor, there's a reply memorandum of plaintiffs in the Parish of Jefferson versus Chevron USA Holdings in Civil Action No. 2:136738 from the United States Court for the Eastern District of Louisiana.

Exhibit 3 is the affidavit of James Diehl, D-I-E-H-L, and attached exhibits. And, Your Honor, that will include the exhibit which I used during argument.

THE COURT:

The map?

MR. McNEAL:

Yes, Your Honor.

THE COURT:

All right, the map will be a part of Exxon Exhibit 3.

MR. McNEAL:

And it also includes the various well records relating to the age of the wells that were alleged in the Petition.

The next exhibit, 4, are reasons for

judgment in Alford, A-L-F-O-R-D, versus Chevron in Case No. 60-483, from the 25th Judicial District Court.

And then, Your Honor, there's a transcript from Conner versus Adams Resources from February 26th, 2014, from the 31st Judicial District Court.

That's it, Your Honor.

THE COURT:

All right, thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

Thank you, Counsel.

* * *

REPORTER'S PAGE

I, DONNA McSTAY, Certified Court Reporter in and for the State of Louisiana, the officer, as defined in Rule 28 of the Federal Rules of Civil Procedure and/or Article 1434(B) of the Louisiana Code of Civil Procedure, before whom this proceeding was taken, do hereby state on the Record:

That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceeding, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript;

That any words and/or names which could to be verified through reference material have been denoted with the phrase "(spelled phonetically)."

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

REPORTER'S CERTIFICATE

I, DONNA McSTAY, CCR, CDR, OCR, Certified Court Reporter, Certified Digital Reporter, Official Court Reporter, in and for the State of Louisiana, employed as an official court reporter for the Twenty-Fourth Judicial District Court, Parish of Jefferson, State of Louisiana, as the officer before whom the above proceedings were taken, do hereby certify that the above and foregoing was reported by me in the digital reporting method, was prepared and transcribed by me or under my direction and supervision, and is a true and correct transcript to the best of my ability and understanding, that the transcript has been prepared in compliance with the transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana, and that I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

Signed this 16th day of February, 2017.

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 59-433 DIV. "B"

CATHERINE P. ALFORD ET AL

VERSUS

CHEVRON U.S.A., INC. ET AL

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DEPUTY CLERK

FILED: _____

REASONS FOR JUDGMENT

Plaintiffs filed suit for damages to property consisting of various tracts located in what is referred to as the "Burwood Field" where defendants are alleged to have conducted various oil and gas exploration and production activities starting in the 1950's. Plaintiffs attached numerous documents to their original and supplemental and amending petitions which include oil and gas leases, assignments, and operator histories. Defendants filed dilatory exceptions of vagueness/ambiguity, prematurity, and improper cumulation and peremptory exceptions of no cause of action as to various claims.

The defendants are alleged to be operators, working interest owners, and/or mineral or surface lessees or lease assignees who either caused contamination of or are otherwise legally responsible for the contamination of plaintiffs' land. Plaintiffs allege that there was improper disposal of oil field wastes, including NORM, excessive amounts of salt, volatile hydrocarbons, polynuclear aromatic hydrocarbons (PAH), and toxic heavy metals. Plaintiffs further allege they did not have actual or constructive knowledge of the pollution until less than one year

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EXHIBIT "8"

prior to filing suit because of the fraud and intentional misrepresentation committed by the defendants.

Defendants argue that the petition is vague because plaintiffs have failed to allege many material facts of the transaction or occurrence they allege resulted in damages. Defendants further argue that the following should have been pleaded:

a. Each plaintiff's particular interest in the property

b. When and how plaintiffs acquired their interest

c. Exceptors' interest in the property

d. Any contract between exceptors and plaintiffs

e. Any particular contractual provision breached by exceptors

f. The dates and times on which those activities purportedly occurred

g. The location of the allegedly impacted portions of the property

h. When plaintiffs discovered the alleged pollution

Defendants also contend that the exhibits attached to the petition do not satisfy the requirement that the plaintiffs provide a short, clear and concise statement of the material facts of the transaction or occurrence giving rise to the litigation.

Plaintiffs argue that the petition and attached documents provide more than sufficient information to satisfy the fact pleading requirements of La. C.C.P. art. 891. Plaintiffs are not required to account for the actions of every defendant at every moment while on the property or to account for the date and specific circumstances of every spill or release on the property and that not every act or omission of the defendants can possibly be known at this time not in that level of detail required in the petition. Plaintiffs further argue that the property at issue is identified by legal description and the claims and legal theories relied upon are set

forth and that the cause of the pollution is identified as are the chemical constituents of the water, drilling muds and NORM. The leases, assignments and other conveyances are identified and the petition includes information regarding the wells operated and to which is attached the well operator history.

La. C.C.P. art. 891 states that a petition "shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that the subject matter of the litigation ..." Louisiana has a system of fact pleading; therefore, it is not necessary for the plaintiff to plead the theory of the case in the petition. Ramey v. DeCaire, 2003-1299 (La. 3/19/04), 869 So.2d 114. A cause of action is defined as the operative facts that give rise to the plaintiff's right to assert judicially the action against the defendant. Id.

The original petition, the two supplemental and amending petitions, and the nearly 300 pages of documents attached thereto are not a short, clear and concise statement of the causes of action being asserted by the plaintiffs herein. La. C.C.P. art. 853 permits the attachment of documents to a petition; but in this case, the sheer volume of the documents attached to the petition makes it nearly impossible to discern for the individual defendants to discern the factual basis for the causes of action being asserted against them.

The petition asserts causes of action against the defendants collectively without differentiating the factual basis the allegations against each defendant individually. As a result, this Court is granting the exceptions of vagueness filed by the defendants and is ordering plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. Due to the vagueness of the petition, the Court is deferring ruling on the other exceptions filed by the

defendants until the petition is amended.

Lake Charles, Louisiana, this 30th day of January, 2019.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Deputy Clerk of Court
Parish of Calcasieu, La.

NOTICE OF JUDGMENT

CATHERINE BALFORD ET AL

Versus

CHEVRON USA INC ET AL, ET AL

Case: 96956448
Division: B
15th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MICHAEL R PHILLIPS
FRILOT MILLER LLC
909 POYDRAS ST
SUITE 2800
NEW ORLEANS, LA 70112

DONALD C CARMOUCHE
TALBOT CARMOUCHE & MARCELLO
17405 PERKINS RD.
BATON ROUGE, LA 70810

RICK SARVER
BARRASSO USDIN KUPPERMAN FREEMAN SARVER LLC
909 POYDRAS ST., 24TH FLOOR
NEW ORLEANS, LA 70112

JANE A. JACKSON
KREBS FARLEY & PIZZA
400 POYDRAS ST., SUITE 1812
NEW ORLEANS, LA 70130

AMY E. A. LEE
JOHNSON CHAE MCNAMARA
P O BOX 91145
LAFAYETTE, LA 70509

ROBERT W. ASHE
STONE PIGMAN WALTHER WITTMANN LLC
546 CARONDELET ST.
NEW ORLEANS, LA 70130

Notice is hereby given that on January 30, 2015 in the above-entitled and numbered cause, REASONS FOR JUDGMENT was read, rendered and signed in above matter; a true and certified copy of said Judgment is attached hereto.

IN TESTIMONY WHEREOF, witness my hand and official seal of office in Belle Chasse, Louisiana, on this Friday, January 30, 2015.

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P. O. Box 40
Belle Chasse, LA 70037

[FILED COPY]

Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____ _____
DEPUTY CLERK

NOV 12 2013

S/ LANA H. COLUDROVICH
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

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EXHIBIT
"1"

2.

Made defendants herein are the following entities (hereinafter, collectively, "Defendants"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to The California Company and Gulf Oil Corporation;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to Getty Oil Company and Texaco Inc.;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to Union Pacific Resources Company and HME Petroleum Company;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South Amerion Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to Tenneco Inc. and Tennessee Gas Pipeline Company;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to Amoco Production Company and Pan American Petroleum Corporation;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to Phillips Oil Company, and Phillips Petroleum Company;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to The Louisiana Land and Exploration Company;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company, McMoran Production Company;**

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to Louisiana Gas Service Exploration Program;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and Louisiana Gas Service Exploration Program; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to Valero Producing Company.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "Coastal Zone" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "Operational Area" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "uses" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(j) Maintenance dredging.

* * *

(k) Uses on chenieres, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "LDNR") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[T]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants know or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program." (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "RHA"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "CWA");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "OCSLA")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

38.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-9569

DONALD T. CARMOUCHE, ESQ. (9226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33096)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1768)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARSIOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

PLEASE SERVE THE PETITION FOR DAMAGES:

HILCORP ENERGY COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ANADARKO E&P ONSHORE, LLC
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OFFSHORE INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

GULF PRODUCTION COMPANY, INC.
Through its registered agent for service of process:
James R. Robin
2301 South America Street
Covington, LA 70433

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

BP AMERICA PRODUCTION COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

FREEPORT-MCMORAN OIL & GAS LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

JUNE ENERGY, INC.
Through its registered agent for service of process:
Lana J. Hingle
8320 Sycamore Place
Belle Chasse, LA 70037

VIRGIN OFFSHORE U.S.A., INC.
Through its registered agent for service of process:
Patrick Shelby
201 St. Charles Ave., Ste. 4000
New Orleans, LA 70170.

ROYAL "T" OIL CO., INC.
Through its registered agent for service of process:
Charles M. Reeves
548 W. William David Parkway #304
Metairie, LA 70005

CITIZENS COMMUNICATIONS COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LGS NATURAL GAS COMPANY
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

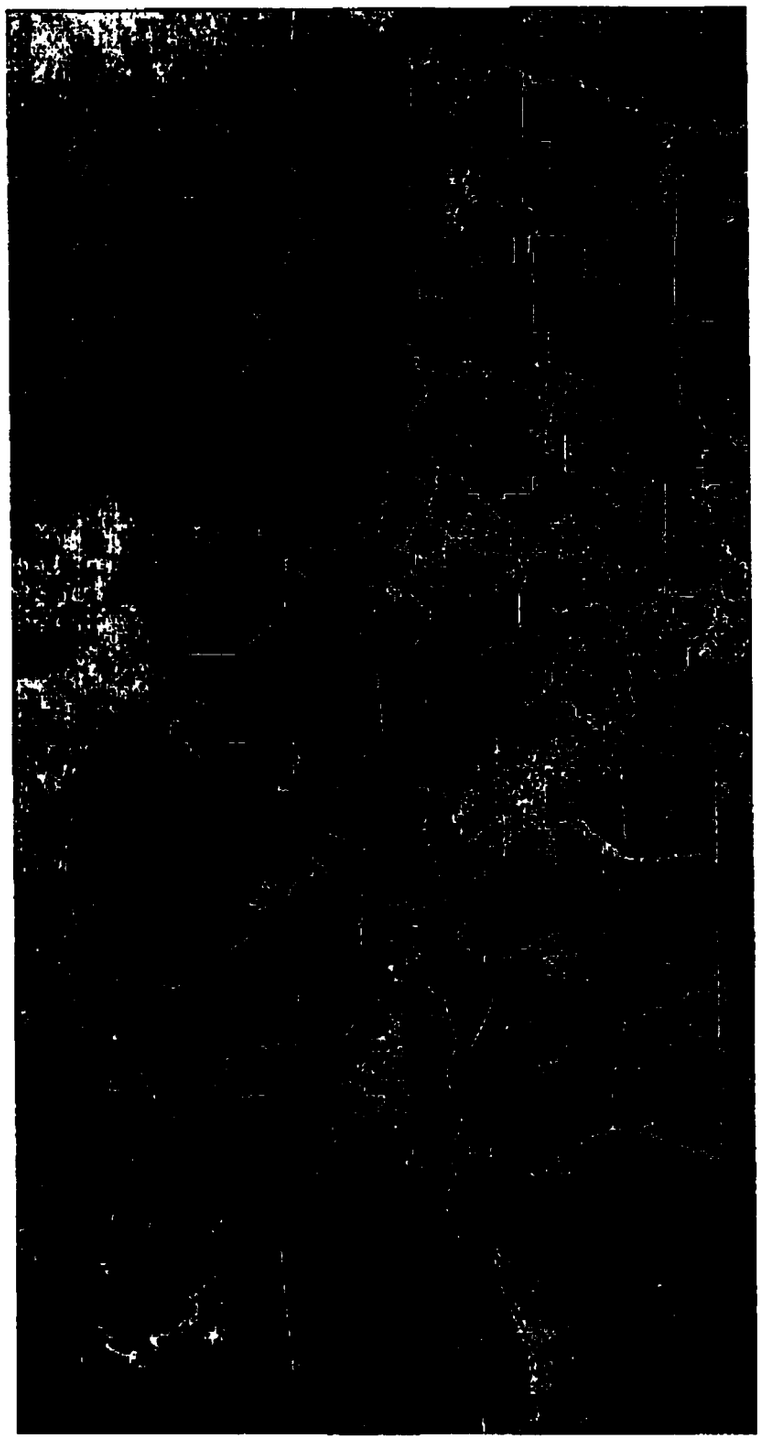
DEVON ENERGY PRODUCTION COMPANY, L.P.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wong c/o ChevronTexaco
P. O. Box 6028
San Ramon, CA 94583

EXHIBIT A

Louisiana Coastal Zone Boundary

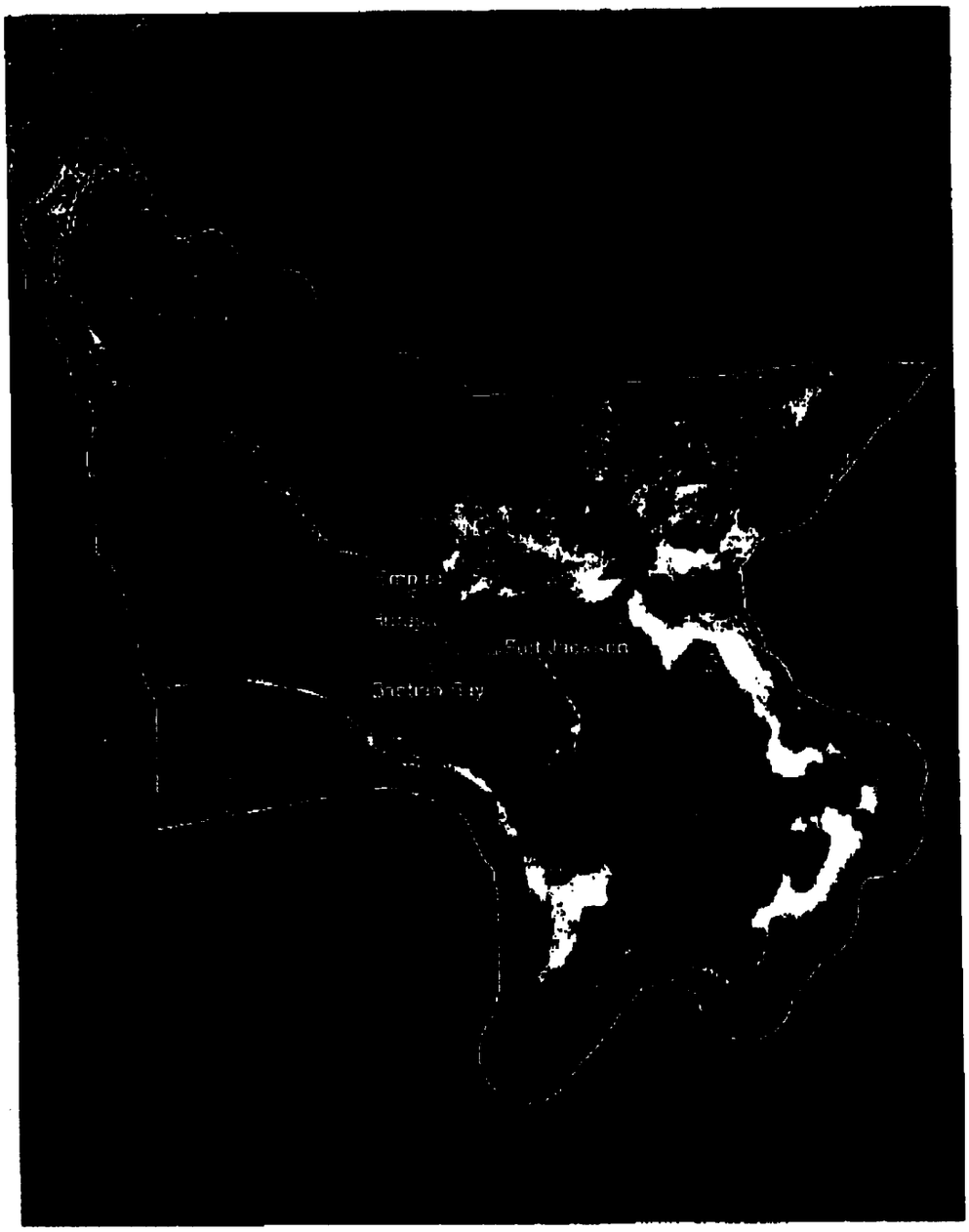


Bastian Bay

EXHIBIT B

Map of the Operational Area

(Overview)



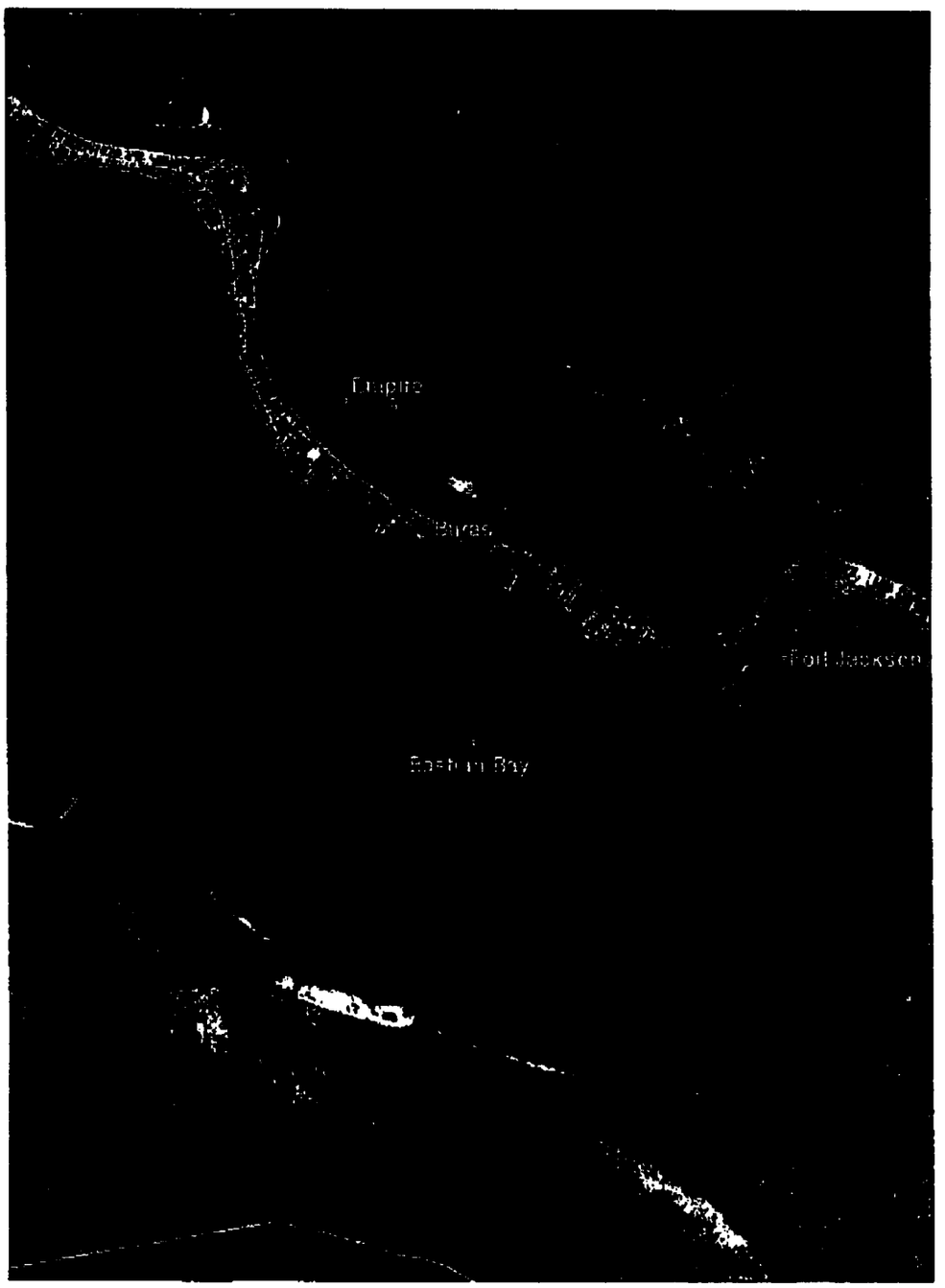
Bastian Bay

EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



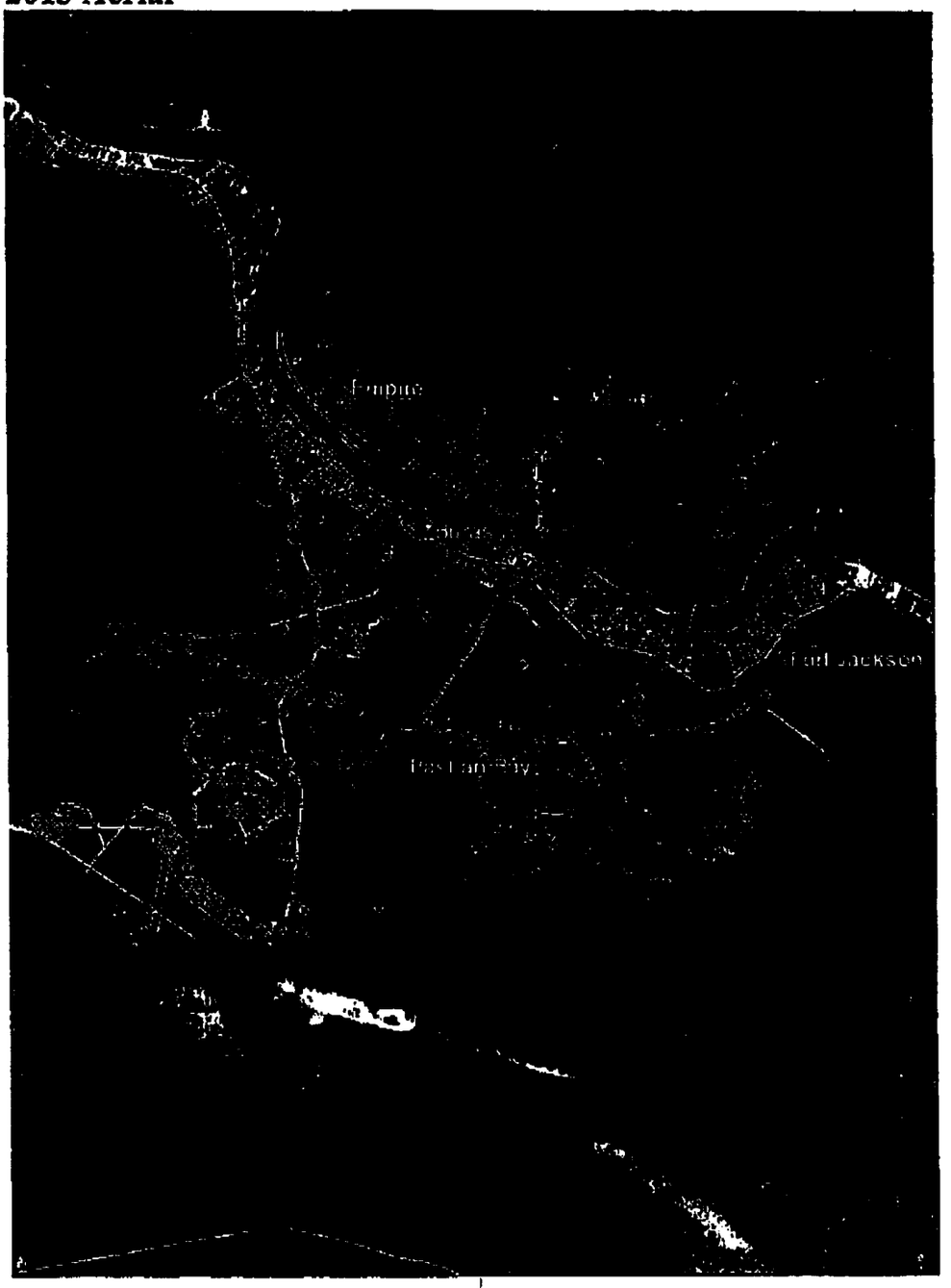
Barrier Bay

EXHIBIT C

Map of Coastal Use Permits within the Operational Area

Yellow and orange shapes represent work locations described in Coastal Use Permits.
Source: LDNR

2013 Aerial



Bastian Bay

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19800079	DRAIN PIT & BOAT DOCK
	FLOWLINE // 2.5" FLOWLINE // BURIED 3 FT // 1OF2 // ORIGIN: LL&E FEE WELL NO. 3 // ENDPOINT: LL&E-FASTERLING
	FLOWLINE // 2.5" FLOWLINE // BURIED 3 FT // 2OF2 // ORIGIN: LL&E FEE WELL NO. 3 // ENDPOINT: LL&E-FASTERLING
P19810397	CONSTRUCT ACCESS CANAL AND SLIP SL 8565 WELL NO. 1
	OIL // 2.875" FLOWLINE // 3' MIN BLW ML // TEXACO INC // ORIGIN: PROPOSED WELL // ENDPOINT: PRODUCTION BARGE
P19810449	NATURAL GAS // 16" // 3' MIN BLW ML, 40' BLW M/L @ SOUTHWEST PASS // PERMIT WITHDRAWN // ORIGIN: BASTIAN BAY TERMINAL // ENDPOINT: PENNZOIL "A" PLATFORM
	NATURAL GAS PIPELINE
P19810458	GAS // 4" FLOWLINE // BURIED 5 FT MINIMUM // LOUISIANA STATE GAS CORP // ORIGIN: PLATFORM // ENDPOINT: EXISTING PLATFORM
	GAS // 6" FLOWLINE // BURIED 3 FT MINIMUM // LOUISIANA STATE GAS CORP // ORIGIN: PLATFORM // ENDPOINT: EXISTING 12" P/L
	INSTALL PIPELINES
P19810506	GAS // 4" LATERAL FLOWLINE // BURIED 3 FT MIN & 6 FT AT BAYOU // LOUISIANA STATE GAS CORP // ORIGIN: EXISTING FLORIDA EXPLORATION PRODUCTION BARGE // ENDPOINT: EXISTING C. & K. PRODUCTION BARGE
	NATURAL GAS PIPELINE
P19810802	GULF OIL CO. MAINTENANCE DREDGING
P19811496	MOBILIZATION OF DRILLING BARGE
P19811905	HELICOPTER FUEL TANK
P19820001	DRILL THE LL&E FEE #26
P19820757	DREDGE SLIP FOR OIL/GAS EXPLORATION, FLOWLINE, BACKFILL
P19820758	DREDGE A SLIP IN SALT MARSH FOR OIL AND GAS EXPLORATION
P19821009	// FLOWLINE // BURIED 3 FT MINIMUM // TEXACO LINE FROM WELL NO. 1 TO TEST BARGE // ORIGIN: // ENDPOINT:
P19821084	NATURAL GAS // 2" PIPELINE // BURIED 3 FT MINIMUM // PIPELINE FROM RODI WELL 1 TO DELTA GAS 6" PIPELINE // ORIGIN: // ENDPOINT:
P19821185	FLOWLINE // 2.5" FLOWLINE // BURIED 3 FT MINIMUM // // ORIGIN: // ENDPOINT:
P19821524	NATURAL GAS // 3.5" PIPELINE // 3' BLW MUDLINE // 2OF2: L.G.S // ORIGIN: S/L 8665 WELL#2 // ENDPOINT: TEST BARGE
P19821695	OIL // 3" OIL FLOWLINE // BURIED 3 FT MINIMUM // CHEVRON LINE FROM WELL 3 TO TANK BATTERY 1 // ORIGIN: // ENDPOINT:
P19830418	WATER // 20" WATER INTAKE PIPELINE // 5' MIN BLW ML // FIRE WATER P/L, PLTFRM TO RIVER, GULF P/L CO. // ORIGIN: // ENDPOINT:
P19830490	PIPELINE
P19830910	GAS OR FLOW // GAS LIFT LINE AND/OR FLOWLINE // BURIED 3 FT MINIMUM // TEXACO USA // ORIGIN: GULF OIL WELL NO 4 // ENDPOINT: TEXACO TANK BATTERY # 37
P19831011	INSTALL PIPELINE
	SALTWATER DISPOSAL LINE // 2" SALT WATER DISPOSAL FLOWLINE // BURIED 3 FT // MCMORON PRODUCTION CO // ORIGIN: TANK BATTERY // ENDPOINT:

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19831165	ACCESS OIL/GAS DRILL SITE, CONSTRUCT WELL PROTECTION STRUCTURE
P19831596	GAS // 2 7/8" GAS // 3' // TEXAS EASTERN TIE-IN TO WELL #3, TEXACO // ORIGIN: // ENDPOINT:
	GAS // 3.5" GAS // 3' // WELL #1 TO TEXAS EASTERN TIE-IN, TEXACO // ORIGIN: // ENDPOINT:
P19840386	GAS // 8" GAS FLOWLINE // BURIED 3 FT MINIMUM // // ORIGIN: // ENDPOINT:
	INSTALL PRODUCTION PLATFORM AND NATURAL GAS PIPELINE
P19840590	GAS/OIL // 16" // BURIED // RECIEVED REQUEST TO ABANDON IN PLACE 08/19/2004 // ORIGIN: EXISTING GETTY OIL CO. PLANT BLOCK 43 // ENDPOINT: SAMEDAN PLATFORM BLOCK 18
P19840869	FLOWLINE // 2.5" FLOWLINE // BURIED 5 FT MIN & 5 FT BELOW BAYOU // REMOVAL BY P20121011 // ORIGIN: L G S WELL NO 2 // ENDPOINT: SL 8665 WELL NO 3
P19841123	FLOWLINE // 3" FLOWLINE // // CAMPBELLTON WELL #4 TO PROD. BARGE, LGS EXPLORATION // ORIGIN: // ENDPOINT:
P19841663	CONSTRUCT BOAT SLIP, BOAT DOCK, AND DRIVE PILINGS FACILITY NO.1
P19850099	WATER // 6" WATER // BURIED BY BACKFILL // STRG TANK TO DISCHRG IN RIVER, SHELL OFFSHORE // ORIGIN: // ENDPOINT:
P19850312	ANTI CORROSION DEVISES FOR PIPELINES, INSTA 16 COKE BREESE ANODE BEDS, AND TRENCHES, EMPIRE LA.
P19850320	EXCAVATION OF SPOIL BANK TO LAY FLOWLINE, BACKFILL
	FLOWLINE // 6" FLOWLINE // BURIED BY BACKFILL // GETTY OIL PLANT TO TIE-IN, TEXAS GAS EXPLORATION // ORIGIN: // ENDPOINT:
P19850323	CONSTRUCT SLIP TO EXPLORE OIL/GAS
P19850350	CLEANOUT CANAL, DREDGE, BACKFILL
P19850368	FLOWLINE // 4.5" FLOWLINE // BURIED BY SPOIL // PRODUCTION BARGE TO TIE-IN, GULF PIPELINE CO. // ORIGIN: // ENDPOINT:
P19850489	EXCAVATE CANAL BOTTOM, BACKFILL, INSTALL PIPELINE, BOAT DOCK, WALKWAY ,PLATFORMS
	GAS // 12" GAS // 3' BELOW MARSH SURFACE, 3' BLW MUDLINE AT X // GETTY OIL PLTFRM STA.TO LSGC VALVE PLTFRM, LA STATE GAS // ORIGIN: // ENDPOINT:
P19850611	DREDGE, LAY PIPELINE, BACKFILL
	PIPELINE // 16" PIPELINE // 3' OF COVER // CASHCO OIL COMPANY // ORIGIN: PROPOSED PLATFORM // ENDPOINT: PROPOSED PLATFORM
P19850620	PIPELINE // 8" PIPELINE // 3' OF COVER // CASHCO OIL PLATFORM TO CASHCO OIL PLATFORM, CASHCO OIL // ORIGIN: // ENDPOINT:
	PIPELINE. CASHCO OIL CO.
P19850714	DRILL SITE LL&B NO. 3
P19850885	OIL/GAS // // // (1OF4) WELL #B-9 TO WELL #B-2 // ORIGIN: // ENDPOINT:
	OIL/GAS // // // (2OF4) WELL #B-9 TO WELL #B-2 // ORIGIN: // ENDPOINT:
	OIL/GAS // // // (3OF4) WELL #B-9 TO WELL #B-2 // ORIGIN: // ENDPOINT:
	OIL/GAS // // // (4OF4) WELL #B-9 TO WELL #B-2 // ORIGIN: // ENDPOINT:

Exhibit Day

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19850906	FLOWLINE // 2" FLOWLINE // 3' BELOW SURFACE OF MARSH // (2OF2) REMOVAL BY P20121011 // ORIGIN: LL&E WELL #1 // ENDPOINT: PRODUCTION FACILITY
	FLOWLINE // 2.5" FLOWLINE // 3' BELOW SURFACE OF MARSH // (1OF2) REMOVAL BY P20121011 // ORIGIN: LL&E WELL #1 // ENDPOINT: PRODUCTION FACILITY
P19850907	FLOWLINE // 2.5" FLOWLINE // 3' MIN BLW MUDLINE, 3' MIN BLW MARSH SURF. // LGS WELL#8 TO TEXACO TIE-IN, LGS EXPLORATION // ORIGIN: // ENDPOINT:
P19850926	OIL // 12" PIPELINE // 25' MIN COVER // (CROSSING:PARTIAL)CHEVRON TNK BAT TO TIEIN // ORIGIN: // ENDPOINT:
P19850958	DREDGE CANAL/SLIP FOR NEW OIL AND GAS ONLY LL&E NO.1
P19851076	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 1OF2: PEL TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 1 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 1OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 3 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 1OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 4 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 1OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL#2 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 2OF2: PEL TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 1 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 2OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 3 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 2OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL # 4 // ENDPOINT: PRODUCTION PLATFORM
	FLOWLINE // 2.5" FLOWLINE // SUPPORTED ON BENTS OR LAID ON BERM // 2OF2: PEL-TEX OIL CO // ORIGIN: ORLEANS LEVEE BRD WELL#2 // ENDPOINT: PRODUCTION PLATFORM
P19851222	PILING CLUSTERS TO MOOR PRODUCTION BARGE, WALKWAY, SHELL PAD
P19851223	OIL // 12" PIPELINE // 2' - 8' MIN BLW ML // // ORIGIN: CHEVRON TANK TERMINAL // ENDPOINT: EXISTING EXXON PIPELINE
P19860021	PROPOSED FLOWLINE
P19860082	INSTALL A SHELL MAT AT EXISTING TANK BATTERY NO. 1
P19860146	PIPELINES
P19860155	DREDGE, LAY PIPELINE, BACKFILL, BANK STABILIZATION
P19860235	LL&E WELL NO. B-3
P19860275	DREDGE, LAY PIPELINE, BACKFILL
	GAS // 16" GAS FLOWLINE // BURIED // TEXAS GAS EXP. LINE FROM TIE-IN TO 10 ACRE TRACT // ORIGIN: // ENDPOINT:
P19860282	MAINTENANCE DREDGE

Section Key

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19860311	DREDGE CHANNEL/SLIP IN SHALLOW OPOEN WATER TO ACCESS A DRILL SITE AND CONSTRUCT WELL PROTECTION STRUCTURE
P19860319	FLOWLINE
	NATURAL GAS // 3" NATURAL GAS FLOWLINE // BURIED 3 FT BELOW MUDLINE // CHEVRON LINE FROM SL 3155 WELL 1 TO CENTRAL FACILITY 1 // ORIGIN: // ENDPOINT:
P19860320	EXCAVATE BAYOU BOTTOM AND CLEAN OUT CANAL AND SLIP
P19860335	DREDGE TO ACCESS WELL SLIP FOR MAINTENANCE
P19860360	INSTALL FLOWLINE
P19860421	EXCAVATE MARSH AND SCRUB/SHRUB SPOIL TO CONSTRUCT A PARALLEL SLIP FOR OIL AND GAS EXPLORATION
P19860681	// 3" FLOWLINE // BURIED 3 FT BELOW MUD LEVEL // CHEVRON LINE FROM SL 3155 WELL 1 TO CENTRAL FACILITY 1 // ORIGIN: // ENDPOINT:
	INSTALL AND MAINTAIN FLOWLINE FROM SL 3155#1 WELL
P19860687	FLOWLINE FROM CHEVRON'S ABERCROMBIE WELL #5
P19860717	REPAIR SHELL AND RIP-RAP BULKHEADS
P19860725	GAS // 12" GAS // 3' MIN COVER // TEXAS GAS PLTFRM TO VALVE PLTFRM, LA STATE GAS CORP // ORIGIN: // ENDPOINT:
	PIPELINE
P19860765	PROPOSED DRILLING BARGE, WELL PROTECTION STRUCTURE
P19860855	FLOWLINE // 2.5" FLOWLINE // ON PILINGS // 1OF2:WELL#3 TO BARGE, F.M.P. OPERATING // ORIGIN: // ENDPOINT:
	FLOWLINE // 2.5" FLOWLINE // ON PILINGS // 2OF2:F.M.P. WELL#4 TO BARGE, F.M.P. OPERATING // ORIGIN: // ENDPOINT:
P19861083	PROPOSED METER PLATFORM
P19870024	CONSTRUCTION OF TEMPORARY BOARD MAT
P19870163	CLEAN OUT EXISTING CANAL/SLIP TO ACCESS A WELL SITE
P19870267	EXCAVATION, BACKFILL
P19870360	DRILLING BARGE AND WELL PROTECTION STRUCTURE
	FLOWLINE // 4" FLOWLINE // BURIED BY BACKFILL // LINDER/LA.LAND&FUR WELL#1 TO BARGE, LINDER OIL COMPANY // ORIGIN: // ENDPOINT:
P19870407	WATER BOTTOM EXAVATION FROM EXISTING SLIP, CONSTRUCT PARKING LOT, BACKFILL
P19870505	EXCAVATE MATERIAL FROM SLIP TO ACCESS OIL/GAS WELL. LEVEE BOARD WELL NO. 1
P19870537	MODIFICATION, INCREASE SIZE OF PROPOSED PLATFORM, INSTALL PILE CLUSTERS
P19870560	THREE-PILE CLUSTERS (34) INSTALLED ALONG BANKLINE, INSTALL BARGES FOR WAVE PROTECTION
P19870724	GAS // 2 3/8" PIPELINE // 4' BLW MUDLINE // CHEVRON PIPELINE CO // ORIGIN: CHEVRON TANK TERMINAL // ENDPOINT: COLUMBIA GULF 24" TIE-IN
P19871129	REMOVAL OF EXISTING BULKHEADS
P19871247	MAINTENANCE DREDGING
P19871300	HELICOPTER PLATFORM WILL BE CONSTRUCTED ON PILINGS
P19871310	POTABLE WATER // 8" POTABLE WATER // BURIED BY BACKFILL // EXISTING WATERLINE TO FACILITY, MR. SAM PERINO // ORIGIN: // ENDPOINT:

Revision Dig

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19880058	CLEANOUT DRILLING OPERATION, REMOVE BULKHEAD, CONSTRUCT SHELL PAD, INSTALL BOAT DOCK AND FLOWLINE LL&E WELL NO. 1
	OIL & GAS // 3" FLOWLINE // // BOAT DOCK TO PRODUCTION FACILITIES, LL&E CO. // ORIGIN: // ENDPOINT:
P19880071	CLEANOUT EXISTING SLIP FOR WELL MAINTENANCE
P19880089	PROPOSED BOARD ROAD DRILLSITE & STRUCTURES
P19880090	BUTANE // 6" BUTANE // 3' BLW MUDLINE // 4OF4:PARTL REPLCMNT OF EXIST P/L: CHEVRON PIPELINE CO. // ORIGIN: 6" TIE-IN // ENDPOINT: 6" TIE-IN
	CRUDE OIL // 12" CRUDE OIL // 3' BLW MUDLINE // 1OF4:PARTL REPLCMNT OF EXIST P/L:CHEVRON PIPELINE CO. // ORIGIN: 12" TIE-IN // ENDPOINT: 12" TIE-IN
	CRUDE OIL // 6" CRUDE OIL // 3' BLW MUDLINE // 3OF4:PARTL REPLCEMNT OF EXIST P/L: CHEVRON PIPELINE CO. // ORIGIN: 6" TIE-IN // ENDPOINT: 6" TIE-IN
	GAS // 4" GAS // 3' BLW MUDLINE // 2OF4:PARTL REPLCMNT OF EXIST P/L: CHEVRON PIPELINE CO. // ORIGIN: 4" TIE-IN // ENDPOINT: 4" TIE-IN
P19880336	PLUGYDAM
P19880352	FLOWLINE
P19880593	EXCAVATE SLIP TO ACCESS A NEW DRILLING WELL
P19880749	CLEANOUT AND SPOIL DEPOSITION OPERATION IN EXISTING ACCESS CANAL
P19880776	DRILL SL 2000 WELL NO. 67
P19880893	EXCAVATE CHANNELS AND SLIPS
P19880918	CONSTRUCT PLATFORM AND PIPE RISER SUPPORTS FOR VALVES
P19880932	EXCAVATE EXISTING CANALS AND SLIPS
P19881144	REMOVAL OF EXISTING BULKHEADS
P19890122	MAINTENANCE DREDGING
P19890293	FLOWLINE // // 3' BLW MUDLINE // REPLACEMNT:800' FT OF EXIST P/L, TENNESSEE GAS PIPELINE // ORIGIN: // ENDPOINT:
	REPLACE FLOWLINE
P19890440	REMOVE TWELVE BULKHEADS
P19890487	// 8" BASTIAN BAY LINE // // SOUTHERN NATURAL GAS COMPANY // ORIGIN: ENGLISH BAY/BASTIAN BAY // ENDPOINT: PIPELINE TIE-IN
	GAS? // 8" PIPELINE // // PROPOSED ON MAP BUT NOT IN APPLICATION-SOUTHERN NAT GAS // ORIGIN: PORT JACKSON FIELD // ENDPOINT: PIPELINE TIE-IN
	PIPELINE *RENTS & VALVES // 22" PIPELINE FROM 1964 // 3' BLW MUDLINE // EXIST 2/4/64: VENICE FIELD TO GRND ECAILLE, S. NATRL GAS // ORIGIN: // ENDPOINT:
	VALVE CONSTRUCTION
P19890500	PROPOSED SHELL PAD TO SERVE SL 301 WELL NO. 373
P19890852	INSTALL SHELL PAD TO DRILL THE LL&E NO. 1 WELL
P19890853	SWEEP CANALS/SLIPS TO ACCESS AND PLUG AND ABANDON WELL SITES, CONSTRUCT WALKWAY AND PIPERACK
P19890919	DRILLING BARGE AND WELL PROTECTION STRUCTURE LL&E B NO. 1

Bastian Bay

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19890926	REPAIR AND PROTECT PIPELINES
P19890950	CLEANOUT SLIP WITHIN AN EXISTING SLIP FOR DRILL SITES AND CONSTRUCT A SHELL PAD FOR A THIRD DRILL SITE
P19891073	PROPOSAL TO PLACE SAND/CEMENT BAGS OVER AN EXPOSED PORTION OF EXISTING PIPELINE
P19891121	DRILL SITE CONSTRUCTION
P19900175	REPLACE AND LOWER SECTIONS OF CRUDE PIPELINE
P19900193	MOVE DRILLING BARGE TO DRILL AND COMPLETE SL 192 NO. 1,
P19900315	MAINTENANCE DREDGING
P19900392	CRUDE OIL // 12" PIPELINE, EXISTING // LOWER TO 6' BLW ML // LOWER LINE & REPLACE 10' OF LINE - BP OIL PIPELINE CO // ORIGIN: EAST OF BAYOU CHALAND // ENDPOINT:
P19900413	LOCATE DRILL BARGE LL&E NO. 2
P19900417	LOCATE DRILL BARGE TO DRILL SL 192 NO. 2,
P19900527	CONSTRUCT A PERMANENT OIL/GAS PRODUCTION FACILITY, INSTALL PRODUCTION PLATFORM, BOAT LANDING, PILE CLUSTERS
P19900555	// 6" PIPELINE // 4' MINIMUM BELOW MUDLINE // EXTEND OIL & GAS GATHERING SYSTEM, PLAQUEMINES PARISH // ORIGIN: PRODUCTION FACILITIES // ENDPOINT: HOT TAP TO EXISTING 4" CHEVRON PIPELINE
	// 6" PIPELINE // 4' MINIMUM BELOW MUDLINE // EXTEND OIL & GAS GATHERING SYSTEM, PLAQUEMINES PARISH // ORIGIN: PRODUCTION FACILITIES // ENDPOINT: HOT TAP TO EXISTING 4" LINE
	// 6" PIPELINE // 4' MINIMUM BELOW MUDLINE // EXTEND OIL & GAS GATHERING SYSTEM, PLAQUEMINES PARISH // ORIGIN: PRODUCTION FACILITIES // ENDPOINT: HOT TAP TO EXISTING 6" CHEVRON PIPELINE
P19900556	PIPELINE // 6" // 4' MIN BLW ML // LA ST. GAS CORP WITHDRAW APPLICATION // ORIGIN: PLATFORM // ENDPOINT: PLATFORM
P19900601	PROPOSED CLEANOUT, SLIP & STRUCTURES FOR DRILLING SL 13567 NO. 1 WELL
P19900619	DREDGING, CLEANOUT, AND STRUCTURES FOR DRILLING ALEXIS HEIRS WELL NO. 1,
P19900783	INSTALL AND MAINTAIN ATTENDANCT PLATFORM
	SALTWATER // 3" FLOWLINE // 3' BELOW MUDLINE // PHILLIPS PETROLEUM COMPANY, BASTIAN BAY OIL & GAS FIELD // ORIGIN: A. B. PLATFORM // ENDPOINT: L.L. &G. WELL NO. 10
	SALTWATER // 3" FLOWLINE // 3' BELOW MUDLINE // PHILLIPS PETROLEUM COMPANY, BASTIAN BAY OIL & GAS FIELD // ORIGIN: A. B. PLATFORM // ENDPOINT: L.L. &G. WELL NO. 14
P19900812	PROPOSED BOARD ROAD & RING LEVEE FOR SL 19352 WELL #1
P19901023	PROPOSED LOCATION LL&E NO. 3
P19901024	MOVE IN DRILLING BARGE TO DRILL AND COMPLETE LL&E #4
P19901094	MAINTENANCE DREDGE EXISTING CANAL AND SLIP TO ACCESS PEREZ NO. 1 WELL
P19901095	// 2" FLOWLINE // 3' MINIMUM BELOW MUDLINE // ROBERTS & BUNCH RESOURCES, PLAQUEMINES PARISH, LA // ORIGIN: ROBERTS & BUNCH RESOURCES WELL NO. 1 // ENDPOINT: ROBERRT & BUNCH ALEXIS HEIRS ZINSEL

Exhibit D

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19901096	// 3" FLOWLINE // 3' MINIMUM BELOW MUDLINE // ROBERTS & BUNCH RESOURCES, PLAQUEMINES PARISH, LA // ORIGIN: ZINSEL WELL NO. 1 // ENDPOINT: EXISTING 8" TRANSCO PIPELINE
P19901172	CHANGE SURFACE LOCATION OF LL&E "A" WELL NO. 1
P19910148	MAINTENANCE AND CONSTRUCTION OF RING LEVEE AND APPURTENANT STRUCTURES
P19910271	MAINTENANCE DREDGING AND PROP WASHING
P19910396	REMOVE TIMBER BULKHEADS
P19910462	RELOCATE ELECTRIC AERIAL CROSSING, CONSTRUCT LEVEE
P19910484	CONSTRUCTION AND MAINTENANCE OF SLIP TO LOCATE A DRILLING BARGE TO DRILL LL&E WELL NO. 1
P19910570	REPLACE DAMAGES PILE ON PIER AT CAMP LOCATION, ADD ADDITIONAL PILE
P19910589	CLEANOUT EXISTING CANAL AND DREDGE CANAL/SLIP
P19910604	CRUDE OIL // 12" PIPELINE // 3' BLW MUDLINE // EMERGENCY REPAIR, NOT ENTIRE P/L; B.P. OIL P/L CO. // ORIGIN: NEAR WEST BANK OF ADAMS BAY // ENDPOINT:
P19910725	CONSTRUCT RING LEVEE EXTENSION TO EXISTING RING LEVEE MISTICH NO. 1 WELL
P19910777	DREDGE CHANNEL, WING AND WELL SLIP IN EXISTING WATERWAY TO DRILL FIVACH AGENCY INC. WELL NO. 1
P19910813	OIL // 4" PIPELINE // ON WALKWAY // PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED PLATFORM // ENDPOINT: EXISTING BARGE
P19910838	P/L SIPHON // 12" PVC PIPE // 5' BML // SMITH BILLIE CHILDRESS - SIPHON FOR IRRIGATION // ORIGIN: MISSISSIPPI RIVER // ENDPOINT: CROSS LEVEE
P19910926	INSTALLATION OF PILING AT EXISTING DOCK FACILITY
P19910958	DIG SITE #1 ON 16" DELTA PIPELINE
	EXISTING // 16" SHELL P/L // LIFTED FOR INSPECTION RETURN TO 6' BLW ML // DELTA SYSTEMS DIG SITE #1 INSPECTED // ORIGIN: // ENDPOINT:
P19911127	DREDGE WATERBOTTOM AND PUMP SAND TO POPOVICH TRACT
P19911159	CONSTRUCT AND LEASE TO THE MARINE SPILL RESPONSE CORP. FACILITY
P19911227	// 2 7/8" PIPELINE // 3' MIN BLW ML // HASSIE HUNT EXPLORATION CO // ORIGIN: CENTRAL FACILITIES NO 1 // ENDPOINT: EXISTING 4" PIPELINE
	// 2 7/8" PIPELINE // 3' MIN BLW ML // HASSIE HUNT EXPLORATION CO // ORIGIN: EXISTING 4" P/L // ENDPOINT: EXISTING WELL
P19911268	// 4" FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: B-1 WELL // ENDPOINT: PLATFORM
P19920001	// 6" FLOWLINE // 3' BLW MUDLINE // GILMORE "B" WELL#4 TO EXST PLTFRM, TENNECO GAS // ORIGIN: GILMORE "B" WELL #4 // ENDPOINT: PLATFORM
P19920002	PROPOSED PILING TO MARK A PIPELINE CROSSING
P19920022	CONSTRUCT TIMBER BULKHEAD, EXCAVATE, BACKFILL
P19920100	INSTALL GLASS FIBER-REINFORCED CONCRETE "REACH CONE" EROSION CONTROL MODULES
P19920113	CONSTRUCT RING LEVEE, MAT, PIT AND APPURTENANT STRUCTURES. FASTERING AND MCGEE WELL NO. 1

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19920143	GAS/ OIL // 3 1/2" FLOWLINE // 3' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: SOMB PLATFORM // ENDPOINT: PHILLIPS WELL # 3
	GAS/OIL // 3 1/2" FLOWLINE // 3' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: // ENDPOINT:
	GAS/OIL // 3 1/2" FLOWLINE // 3' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: PHILLIPS WELL #10 // ENDPOINT:
	GAS/OIL // 3 1/2" FLOWLINE // 3' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: PT ON LINE // ENDPOINT: PHILLIPS WELL H - 1/H - 1D
	GAS/OIL // 3 1/2" FLOWLINE // 5' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: // ENDPOINT:
	GAS/OIL // 3 1/2" FLOWLINE // 5' MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: WELL # 5 // ENDPOINT:
	GAS/OIL // 3 1/2" FLOWLINE // 5'MIN BLW MUDLINE // REBURIED; PHILLIPS PETROLEUM // ORIGIN: WELL # 5 // ENDPOINT:
P19920224	CRUDE VAPOR // 16" // ON SUPPORTS // SHOULD BE 2100' // ORIGIN: CENTER OF VAPOR MOVE FACILITY // ENDPOINT: CENTER OF EMISSION REDUCTION DEVICE
	NATURAL GAS // 3" // 2.5' COVER // MARINE VAPOR RECOVERY // ORIGIN: LOADING ARM // ENDPOINT: CONNECT TO 4" & 6" PIG TRAPS
	OILY WATER // 6" // ON SUPPORTS // MARING VAPOR RECOVERY // ORIGIN: SUMP // ENDPOINT:
	POTABLE WATER // 1 1/2" // 2.5' COVER // MARINE VAPOR RECOVERY // ORIGIN: LOADING ARM // ENDPOINT: CENTER OF EMISSION REDUCTION DEVICE
P19920279	GAS // 3" PIPELINE // MARSH SURFACE / 3" MIN BLW ML // LOUISIANA STATE GAS CORPORATION // ORIGIN: PROPOSED CXY ENERGY PRODUCTION BARGE // ENDPOINT: TIE IN POINT ON EXISTING 4' DELTA GAS CORP PIPELINE
P19920328	MOORING BASIN BETWEEN LEVEE AND RIVER TO STORE LIFT BOATS
P19920372	PROPOSAL FOR BIOREMEDIATION
P19920425	OIL / GAS // 2" FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CO // ORIGIN: COMPRESSOR PLATFORM // ENDPOINT: EXISTING SNG PLATFORM
P19920532	// 4" SWD PIPELINE // 4' MIN BLW ML // HASSIE HUNT EXPLORATION CO // ORIGIN: WELL NO 1 // ENDPOINT: BASTIAN BAY PRODUCTION FACILITIES
P19920637	WATER MAIN // 8" PVC // 4' - 8' MIN BLW ML // EMPIRE BOAT HARBOR WATERLINE // ORIGIN: PARISH ROAD 11 // ENDPOINT: EMPIRE BOAT HARBOR
P19920724	MOVE IN DRILLING BARGE AND COMPLETE LL&E SWD #1 WELL
P19920838	// 2" PIPELINE // LAID ON SURFACE // LA STATE GAS CORP // ORIGIN: WELL NO 1 // ENDPOINT: EXISTING 4" PIPELINE
	// 4" PIPELINE // LAID ON SURFACE // LA STATE GAS CORP // ORIGIN: WELL NO 1 // ENDPOINT: EXISTING 4" PIPELINE
P19920886	CONSTRUCT A DRILLSITE TO DRILL FASTERLING & MCGEE WELL NO. 2
P19920917	CONSTRUCTION OF CONCRETE HELIPORT ON PILINGS

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19920927	REMOVAL OF STEEL BULKHEAD, DREDGING
P19920933	DRILL KITCHEN SL 14253 WELL NO. 1
P19921095	MAINTENANCE DREDGING
P19921112	MAINTENANCE DREDGING OF OILFIELD CANALS AND SLIPS TO PLUG AND ABANDON WELLS
P19921160	INSTALL AN ACCESS ROAD WITH A BRIDGE TO ACCESS SITE, RING LEVEE L&E "A" WELL NO. 2,
P19921197	MAINTENANCE DREDGING
P19921198	CLEANOUT OILFIELD CANALS TO PLUG AND ABANDON EXISTING WELLS
P19921223	// 4" FLOWLINE // 3' BML // PHILLIPS PETROLEUM CO // ORIGIN: HEATER PLATFORM // ENDPOINT: STORAGE TANKS
	// 4" FLOWLINE // 3' BML // PHILLIPS PETROLEUM CO // ORIGIN: S.L. FP 192 #B-1 // ENDPOINT: HEATER PLATFORM
P19921240	PROPOSED OIL PIPELINE FROM OSTRICA TO ALLIANCE
P19930148	PROPOSAL FOR TENNECO GAS TO DREDGE SLIP ADJACENT TO EXISTING SLIP FOR DRILLING GILMORE "B" WELL NO. 5
P19930162	PROPOSAL TO CONSTRUCT AND MAINTAIN DRILLSITE TO DRILL AZBY FUND ET AL. WELL NO. 1,
P19930167	// 4" PIPELINE // 11' MIN BLW@CANAL XING / 3' MIN BLW ML // TENNECO GAS // ORIGIN: GILMORE "B" NO. 1 // ENDPOINT: PLATFORM
P19930225	PROPOSED CLEANOUT, SLIP & STRUCTURES FOR DRILLING GILMORE F NO. 1, WELL
P19930234	// 4" PIPELINE // 3' MIN BLW ML // TENNECO GAS // ORIGIN: PRODUCTION PLATFORM // ENDPOINT: EXISTING 10" PIPELINE
P19930279	MOBILIZE EQUIPMENT TO REENTER AND WORKOVER EXISTING WELLS LOCATED IN BASTIAN BAY OIL AND GAS FIELD
P19930315	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE A-2 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE B-1 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE NO. 5 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: HEATER PLATFORM // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 3 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 5 RISER // ENDPOINT: FACILITY RISER
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 7 RISER // ENDPOINT: FACILITY RISER

Section Two

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 3155 NO. 2 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE A-2 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE B-1 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: ABERCROMBIE NO. 5 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: HEATER PLATFORM // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 3 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 5 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 192 NO. 7 RISER // ENDPOINT: FACILITY RISER
	OIL // 3" FLOWLINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: S.L. 3155 NO. 2 RISER // ENDPOINT: FACILITY RISER
P19930712	OIL // 3" FLOWLINE // -11 NGVD / -9' BLW ML // 1OF2 - FORMAN PETROLEUM CORPORATION // ORIGIN: NO 1 WELL // ENDPOINT: PRODUCTION BARGE
	OIL // 3" FLOWLINE // -11 NGVD / -3' BLW ML // 2OF2 - FORMAN PETROLEUM CORPORATION // ORIGIN: NO 1 WELL // ENDPOINT: PRODUCTION BARGE
P19930728	OIL // 2" FLOWLINE // 3' BLW ML // GAP ENERGY INC // ORIGIN: NO 1 WELL SITE // ENDPOINT: EXISTING FLOWLINE
P19930906	// 4" PIPELINE // 3' MIN BLW ML // 1OF2 - TENNECO GAS // ORIGIN: PLATFORM // ENDPOINT: GILMORE "B" NO 5
	// 4" PIPELINE // 3' MIN BLW ML // 2OF2 - TENNECO GAS // ORIGIN: PLATFORM // ENDPOINT: GILMORE "B" NO 5
P19930930	// 8" PIPELINE // 3' MIN BLW ML +2' BLW P/L // LA STATE GAS CORP // ORIGIN: RISER @ PLATFORM // ENDPOINT: TIE-IN TO LAST P/L
	// 8" PIPELINE // 3' MIN BLW ML +2' BLW P/L // LA STATE GAS CORP // ORIGIN: RISER @ PLATFORM // ENDPOINT: RISER @ PLATFORM
P19931004	OIL // 2.5" FLOWLINE // 3' MIN BLW ML // 1OF2 - AMOCO PRODUCTION CO // ORIGIN: LL&E WELL NO C-1 // ENDPOINT: TIE-IN POINT
	OIL // 2.5" FLOWLINE // 3' MIN BLW ML // 2OF2 - AMOCO PRODUCTION CO // ORIGIN: LL&E WELL NO C-1 // ENDPOINT: TIE-IN POINT
P19931088	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 2OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: B-1 HEATER PLATFORM
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // 3OF3 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	GAS // 2" GAS LIFT LINE // 5' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY
	OIL // 4" FLOWLINE // 3' MIN BLW ML // 1OF2 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: B-1 HEATER PLATFORM
	OIL // 4" FLOWLINE // 3' MIN BLW ML // 1OF3 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY
	OIL // 4" FLOWLINE // 3' MIN BLW ML // 2OF3 - PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY
	OIL // 6" FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: PROPOSED LINE HEATER PLATFORM // ENDPOINT: RISER CENTRAL FACILITY
P19931097	SALT WATER // 6" SWD FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CO // ORIGIN: SL 3155 SWD NO 1 // ENDPOINT: CENTRAL FACILITY NO 1
P19931219	OIL // 6" FLOWLINE // 3' MIN BLW ML // AMOCO PRODUCTION CO // ORIGIN: LL&E WELL NO C-2 // ENDPOINT: TIE-IN
P19931288	// 4" FLOWLINE // 1' - 3' MIN BLW ML // LA STATE GAS CORP // ORIGIN: BOARDED SITE // ENDPOINT: TIE-IN
P19940191	// 6" PIPELINE TO BE ABANDONED // // CHEVRON PIPE LINE CO // ORIGIN: TANK BATTERY # 3 // ENDPOINT: OSTRICE TERMINAL
P19940208	// 4" PIPELINE // 3' MIN BLW ML // 1OF2 // ORIGIN: LL&E NO A-19 // ENDPOINT: PLATFORM
	// 4" PIPELINE // 3' MIN BLW ML // 2OF2 // ORIGIN: LL&E NO A-19 // ENDPOINT: PLATFORM
P19940276	OIL // 3 1/2" FLOWLINE // // TEXOIL COMPANY // ORIGIN: EXISTING DRILL PAD // ENDPOINT: MOLES
P19940392	// 3" PIPELINE REPLACEMENT // 5' BLW ML // TENNOCO GAS // ORIGIN: PLATFORM // ENDPOINT: VALVE
P19940420	// 4" PIPELINE // 3' MIN BLW ML // TENNECO GAS // ORIGIN: WELL "GILMORE B-6" // ENDPOINT: EXISTING WALKWAY
P19940671	// 4" FLOWLINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CO // ORIGIN: TIE-IN PT @ EXISTING 3" P/L // ENDPOINT: CENTRAL FACILITY
	// 4" PIPELINE // 5' - 10' BLW ML // PHILLIPS PETROLEUM CO // ORIGIN: 4" RISER // ENDPOINT: 4" RISER
P19941021	// 4" FLOWLINE // LAID IN EXISTING TRENCH // AMOCO PRODUCTION CO // ORIGIN: LL&E WELL NO C-1 // ENDPOINT: TIE-IN PT
P19941283	// 4" PIPELINE // 3' MIN BLW ML / 5' BLW CANAL XING // TENNECO GAS // ORIGIN: PLATFORM // ENDPOINT: PLATFORM8
	// 4" PIPELINE // 3' MIN BLW ML / 5' BLW CANAL XING // TENNECO GAS // ORIGIN: WELL A-21 // ENDPOINT: PLATFORM8
	// 4" PIPELINE // 3' MIN BLW ML / 5' BLW CANAL XING // TENNECO GAS // ORIGIN: WELL A-71 // ENDPOINT: PLATFORM8
	// 4" PIPELINE // 3' MIN BLW ML // TENNECO GAS // ORIGIN: WELL A-28 // ENDPOINT: PLATFORM8
	// 4" PIPELINE // 3' MIN BLW ML // TENNECO GAS // ORIGIN: WELL B-1 // ENDPOINT: PLATFORM8

Exhibit Boy

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19950057	// 4" PRODUCTION LINE // 3' MIN BLW ML // 1OF2 P/L'S - AMOCO PRODUCTION CO // ORIGIN: LL&E C WELL NO 3 & 3D // ENDPOINT: RISER AT PLATFORM
	// 4" PRODUCTION LINE // 3' MIN BLW ML // 2OF2 P/L'S - AMOCO PRODUCTION CO // ORIGIN: LL&E C WELL NO 3 & 3D // ENDPOINT: RISER AT PLATFORM
	GAS // 2" GAS LIFT LINE // 3' MIN BLW ML // AMOCO PRODUCTION CO // ORIGIN: LL&E C WELL NO 3 & 3D // ENDPOINT: RISER AT PLATFORM
P19950188	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 1OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 # 2 // ENDPOINT: CENTRAL FACILITY
	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 2OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 # 2 // ENDPOINT: CENTRAL FACILITY
P19950189	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 1OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 # 2 // ENDPOINT: CENTRAL FACILITY
	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 2OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 # 2 // ENDPOINT: CENTRAL FACILITY
P19950190	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 1OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 #2 // ENDPOINT: CENTRAL FACILITY
	// 4" PIPELINE // 3' MIN BLW ML & BLW P/L'S // 2OF2 P/L'S - PHILLIPS PETROLEUM CORP // ORIGIN: SL 192 #2 // ENDPOINT: CENTRAL FACILITY
P19950278	DREDGING (AS-BUILT)
	WELL NO 31: LL&E
P19950492	// 3" PIPELINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: PLATFORM // ENDPOINT: LINE TO WELL 31?
	// 4" PIPELINE // 3' MIN BLW ML // PHILLIPS PETROLEUM CORP // ORIGIN: RISER // ENDPOINT: RISER
P19950886	// 12" PIPELINE // 8' BLW ML @ CANAL // KOCH GATEWAY PIPELINE CO // ORIGIN: EXISTING 22" SNG P/L // ENDPOINT: EXISTING 16" P/L
P19950906	// 4" PIPELINE // 3' MIN BLW ML // TENNBCO GAS // ORIGIN: PLATFORM // ENDPOINT: PLATFORM
P19951121	// 3" FLOWLINE // 3' MIN BLW ML // LA LAND & EXPLORATION CO // ORIGIN: PRODUCTION BARGE // ENDPOINT: PLATFORM
	// 4" FLOWLINE // PIPE RACKS // 1OF3 P/L'S - LA LAND & EXPLORATION CO // ORIGIN: PRODUCTION BARGE // ENDPOINT: NO 1 WELL
	// 4" FLOWLINE // PIPE RACKS // 2OF3 P/L'S - LA LAND & EXPLORATION CO // ORIGIN: PRODUCTION BARGE // ENDPOINT: NO 1 WELL
	// 4" FLOWLINE // PIPE RACKS // 3OF3 P/L'S - LA LAND & EXPLORATION CO // ORIGIN: PRODUCTION BARGE // ENDPOINT: NO 1 WELL
P19951245	// 6" PIPELINE // 6' AVE BLW ML // ACADIAN GAS PIPELINE SYSTEM // ORIGIN: EXISTING WELL // ENDPOINT: PIPELINE TIE-IN
P19960153	AS-BUILT RE-ENTRY OF LL & E FEE WELL NO. 27

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	FLOWLINE // 4" // 3' MIN BLW MUDLINE // BASTIAN BAY FIELD, PLAQUEMINES PARISH // ORIGIN: LL&E FEE WELL NO. 27 // ENDPOINT: CENTRAL FACILITY
P19960215	FLOWLINE // 3" // DOWN TO 8' BLW MUDLINE // // ORIGIN: RISER @ SL 192 WELL #5 // ENDPOINT: RISER @ CENTRAL FACILITY #1
	HEATER PLATFORM & WALKWAY; SERVE SL 192 #5
	PIPELINE // 2" // 3' MIN BLW MUDLINE // 1OF3 // ORIGIN: SL 192 WELL #5 // ENDPOINT: CENTRAL FACILITY NO 1
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 2OF3 // ORIGIN: SL 192 WELL #5 // ENDPOINT: CENTRAL FACILITY NO 1
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 3OF3 // ORIGIN: SL 192 WELL #5 // ENDPOINT: CENTRAL FACILITY NO 1
P19960267	PIPELINE // 30" // 3' MIN BLW MUDLINE // // ORIGIN: TURNAROUND @ KOCH FACILITY // ENDPOINT: WARREN GAS PLANT
	PIPELINE // 8" // 3' MIN BLW MUDLINE // // ORIGIN: SAMADAN PLATFORM // ENDPOINT: WARREN GAS PLANT
P19960763	PETROLEUM PRODUCTS // 12" PIPELINE // 3' MIN BLW MUDLINE / 100' BLW RIVER BOTTOM // // ORIGIN: TIE FROM EXISTING P/L // ENDPOINT: TIE-IN TO EXISTING P/L
P19960890	PIPELINE // 4" // 3' MIN BLW MUDLINE // UNION PACIFIC RESOURCES CO. BASTIAN BAY // ORIGIN: UPRC GAS A-30 // ENDPOINT: TENNECO GAS A-21
P19961042	FLOWLINE // 2" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: PHILLIPS FEE M-1 // ENDPOINT: TIE-IN TO EXISTING P/L
	FLOWLINE // 3.5" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: PHILLIPS FEE M-1 // ENDPOINT: TIE-IN TO EXISTING P/L
P19961087	BLM WELL NO. 3; BASTIAN BAY FIELD
	DREDGE MATERIAL AND SPOIL, PLAQUEMINES PARISH
P19961152	AS-BUILT PILINGS MARKING XIST P/LS-THEN CANCELLED
P19961161	FLOWLINE // 3" // 3' MIN BLW MUDLINE // // ORIGIN: SL 14645 WELL #1 // ENDPOINT: PRODUCTION FACILITIES
P19961181	DRILL SL 14645 WELL #1 FROM XISTING WELL SITE
P19961274	PIPELINE // 4" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: PLATFORM FOR B.L.D. NO. 15 // ENDPOINT: PRODUCTION PLATFORM FOR B.L.D. #16
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: PLATFORM FOR B.L.D. NO. 15 // ENDPOINT: PRODUCTION PLATFORM FOR B.L.D. #16
P19961305	EXISTING PIPELINE // 2" // 3' MIN BLW MUDLINE // REMOVE/REPLACE 100' OF 2" PIPE // ORIGIN: RISERS // ENDPOINT: PT ON EXISTING LINE
	EXISTING PIPELINE // 4" // 3' MIN BLW MUDLINE // REMOVE/REPLACE 100' OF 4" PIPE // ORIGIN: RISERS // ENDPOINT: PT ON EXISTING LINE
	PIPELINE // 2" // LAID ON GROUND / 3' MIN BLW MUDLINE // // ORIGIN: WELL #1 // ENDPOINT: TIE TO EXISTING PIPELINE
	PLATFORM# + WALKWAY/PIPESUPPORT = 25'X20'+30'X15'
	RISERS (2" & 4")
P19961430	DREDGE
P19961459	PLUG FASTERLING WELL NO. 12, REMOVE PLATFORM

Section Exp

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19961738	FLOWLINE // 4" // 3' MIN BLW MUDLINE // // ORIGIN: PRODUCTION BARGE // ENDPOINT: HOP UP JUNCTION
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: WELL #4 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: WELL #5 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: WELL #4 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: WELL #5 // ENDPOINT: PRODUCTION BARGE
	HEATER PLATFORM + WALKWAY TO WELL #4
	HEATER PLATFORM + WALKWAY TO WELL #5
P19961858	VALVE PLACEMENT ON EXISTING PIPELINE
P19970101	DRILL B.L.M. WELL #1
	MAINTENANCE DREDGE
P19970290	WORKOVER SL 192 PP WELLS 2D &2T CANCELLED
	WORKOVER SL 192 PP WELLS 3 & 3D CANCELLED
	WORKOVER SL 192 PP WELLS 6 & 6D CANCELLED
	WORKOVER SL 192 PP WELLS 8 & 8D CANCELLED
	WORKOVER WELL #9 CANCELLED
	WORKOVER WELL LL&E #31 AS-BUILT RECOMPLETED
	WORKOVER WELLS 3 & 3D CANCELLED
	WORKOVER WELLS A-2 & 2D CANCELLED
	WORKOVER WELLS B-1 & 1D CANCELLED
P19970340	MAINTENANCE DREDGE
P19970352	BLM WELL #1; DRILL BARGE & STRS WITHDRAWN
	PIPELINE // 4" // 3' MIN BLW MUDLINE // WITHDRAWN PERMIT 1OF2 // ORIGIN: "A" WELL #3 // ENDPOINT: CENTRAL FACILITIES
	PIPELINE // 4" // 3' MIN BLW MUDLINE // WITHDRAWN PERMIT 2OF2 // ORIGIN: "A" WELL #3 // ENDPOINT: CENTRAL FACILITIES
	PIPELINE // 6" // LAID ON WALKWAY & 3' MIN BLW ML // WITHDRAWN PERMIT 1OF2 // ORIGIN: BLM WELL #1 // ENDPOINT: CENTRAL FACILITY
	PIPELINE // 6" // LAID ON WALKWAY & 3' MIN BLW ML // WITHDRAWN PERMIT 2OF2 // ORIGIN: BLM WELL #1 // ENDPOINT: CENTRAL FACILITY
	WELL "A" #3; DRILL BARGE & STRS WITHDRAWN
P19970651	RECOMPLETION OF SL 192 PP #2
P19970722	EXISTING // 16" // 3' - 10.5' BLW ML // LOWERED // ORIGIN: CENTRAL FACILITY # 1 // ENDPOINT: EXISTING PT ON LINE
P19970824	EXISTING // 8" // // PIPELINE RETIREMENT - SOUTHERN NATURAL GAS CO // ORIGIN: METER RUNS - REMOVED ALSO // ENDPOINT: TIMBER PLATFORM & TAP TO REMOVE
	REMOVE METER RUNS & TIN METER BUILDING
	REMOVE TIMBER PLATFORM & TAP
P19970856	FLOWLINE // 3.5" // 3' MIN BLW ML // // ORIGIN: ABER. # 3 LINE HEATER // ENDPOINT: CENTRAL FACILITY NO 1

Section Bay

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	FLOWLINE // 4" // 3' MIN BLW ML // // ORIGIN: STRUCTURE @ EXISTING PIPELINE // ENDPOINT: TIE-IN TO EXISTING MANIFOLD PLATFORM
P19970884	CLEANOUT TO DRILL B.L.D. WELL #15
	DRILL B.L.D. WELL #15 STRUCTURES
P19970909	PIPELINE // 6" // LAID ON WALKWAY / 3' MIN BLW ML @ CHANNEL XING // 1OF2 // ORIGIN: WELL #7 // ENDPOINT: CENTRAL FACILITY
	PIPELINE // 6" // LAID ON WALKWAY / 3' MIN BLW ML @ CHANNEL XING // 2OF2 // ORIGIN: WELL #7 // ENDPOINT: CENTRAL FACILITY
	PRODUCTION PLTFM + BOAT DOCK + WALKWAY
P19971005	PIPELINE // 4" // 3' MIN BLW MUDLINE // // ORIGIN: CENTRAL FACILITY #1 // ENDPOINT: LL&E WELL # B-1
P19971029	CLEANOUT TO DRILL WELL
	DRILL WELLS #6 & #5 "B", GILMORE
P19971212	P&A J.S.ABERCROMBIE WELL #4 & P/L'S
	P&A SL 192 WELL #2 & P/L'S & P/L'S
P19971244	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: B.L.D. WELL #15 // ENDPOINT: SEPARATOR PLATFORM
	FLOWLINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: B.L.D. WELL #15 // ENDPOINT: SEPARATOR PLATFORM
P19971506	EXISTING PIPELINE // 12" // 3' MIN BLW ML // // ORIGIN: PIPELINE STA. 120+95 // ENDPOINT: PIPELINE STA. 163+95
	EXISTING PIPELINE // 12" // 3' MIN BLW ML // // ORIGIN: STA. 284+02 // ENDPOINT: STA. 290+02
P19971561	OIL // 6" FLOWLINE // // REMOVE PIPELINE // ORIGIN: BARGE // ENDPOINT: TIED-IN @ 10" CHEVRON P/L
P19971639	PIPELINE // 6" // 3' MIN BLW MUDLINE // // ORIGIN: LL&E "A" WELL #7-T // ENDPOINT: BASTIAN FACILITY
P19971666	HEATER TREATER PLATFORM: 10' X 20'
	HEATERPLTFM+WALKWAY+WELL PROTECT
	PIPELINE // 4" // 2' - 7' BLW MUDLINE // // ORIGIN: LL&E WELL #32 RISER // ENDPOINT: 6" P/L STRUCTURE
P19971671	FLOWLINE // 4" // 4' MIN BLW MUDLINE // // ORIGIN: LL&E WELL #19 // ENDPOINT: BASTIAN SEPARATOR PLATFORM
P19971672	PIPELINE // 4" // 1.5' - 5' BELOW MUDLINE // 1OF2 // ORIGIN: HEATER PLATFORM @ "A" WELL #3 // ENDPOINT: CENTRAL FACILITY
	PIPELINE // 4" // 1.5' - 5' BELOW MUDLINE // 2OF2 // ORIGIN: HEATER PLATFORM @ "A" WELL #3 // ENDPOINT: CENTRAL FACILITY
P19971689	HEATER PLATFORM: 16' X 24'
	PIPELINE // 6" // 3' MIN BLW MUDLINE // LET PERMIT EXPIRE // ORIGIN: LL&E "B" WELL #2 // ENDPOINT: BASTIAN FACILITY
P19971745	HEATER PLATFORM (16' X 24') + WALKWAY TO WELL #7
	PIPELINE // 6" // 3' MIN BLW MUDLINE // 1OF2 // ORIGIN: "A" B WELL #7 // ENDPOINT: BASTIAN BAY FACILITY
	PIPELINE // 6" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: "A" B WELL #7 // ENDPOINT: BASTIAN BAY FACILITY
P19971881	PIPELINE // 6" // 3' MIN BLW MUDLINE // // ORIGIN: A.A. GILMORE #3 WELL // ENDPOINT: TIE-IN @ XIST #7 WELL
P19971913	EXISTING SWD LINE // 3" // // REMOVE PIPELINE (MAY BE 2) // ORIGIN: SWD WELL #1 // ENDPOINT: CENTRAL FACILITY NO 1

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	SWD // 3 1/2" PIPELINE // 4' MIN BLW MUDLINE // // ORIGIN: SWD WELL #1 // ENDPOINT: CENTRAL FACILITY #1
P19971917	FLOWLINE // 2.5" // 3' MIN BLW MUDLINE // REMOVAL BY P20120695 - REPRESENTATIVE DRAWINGS // ORIGIN: PRODUCTION BARGE // ENDPOINT: ACADIAN PIPELINE RISER
P19971961	EXISTING HELIPAD TO BE REMOVED
	EXISTING PLATFORM TO REMOVE DUE TO DAMAGE
	PIPELINE // 12" // 3' MIN BLW MUDLINE // FILLED WITH WATER, CAPPED, & ABANDONED // ORIGIN: PLATFORM // ENDPOINT: LENGTH UNKNOWN
	PIPELINE // 12" // 3' MIN BLW MUDLINE // LIFTED & RECONNECTED @ SUB-SEA TIE-IN // ORIGIN: PLATFORM // ENDPOINT: EXISTING PT ON LINE NOT DAMAGED
	SIDE VALVE CROSS COVERED WITH 2 CONCRETE MATS
P19980400	WITHDRAWN 12" WATERLINE CANAL XING
P19980474	PLUG & ABANDON ABERCROMBIE B WELL #1
	PLUG & ABANDON SL 192 WELL #6
	PLUG & ABANDON SL 3155 WELL #2D
	RE-COMPLETED LL&E FEE WELL #27
P19980634	REMOVE #2D/2T HEATER PLATFORM
	REMOVE FASTERLING #2 LINE HEATER PLATFORM
	REMOVE LL&E FEE M-1 HEATER & SEPARATOR FACILITY
	REMOVE SL 192 #2 LINE HEATER PLATFORM
	REMOVE SL 192 #7-7D HEATER PLATFORM
	REMOVE SOUTH HALF CENTRAL FACILITY & HELIDECK
P19980830	WITHDRAWN; REMOVE SAME AS P19980634
P19980832	FIBER OPTIC CABLE // 3" PVC PIPE // 5' BLW MUDLINE // // ORIGIN: NORTH OF DOULLUT CANAL // ENDPOINT: SOUTH OF
P19981118	FLOWLINE // 6" // 3' MIN BLW MUDLINE // WITHDRAWN // ORIGIN: BASTIAN BAY CF #1 // ENDPOINT: AMOCO FACILITY
P19981206	FLOWLINE // 2 1/2" // 3' MIN BLW MUDLINE // // ORIGIN: LL&E FEE #14 WELL // ENDPOINT: HEATER PLATFORM
	FLOWLINE // 2 1/2" // 3' MIN BLW MUDLINE // 3OF3 // ORIGIN: LL&E FEE #9 WELL // ENDPOINT: HEATER PLATFORM
	FLOWLINE // 3" // 5' MIN BLW MUDLINE // 1OF3 // ORIGIN: TIE-IN W/ EXISTING PIPELINE // ENDPOINT: HEATER PLATFORM
	GAS // 2" // 3' MIN BLW MUDLINE // 20F3 // ORIGIN: LL&E FEE #9 WELL // ENDPOINT: HEATER PLATFORM
P19981331	DREDGE CANAL FOR DISPOSAL SITE & STATION LOC
P19981348	PROPOSED RECOMPLETION WELL
P19981363	S.O.V. SITE CLEAR; VALVE PLATFORM+WALKWAY+HELIPORT
P19981566	FLOWLINE // 5" // 10' MIN BLW MUDLINE // 1OF2 // ORIGIN: EXISTING POLE // ENDPOINT: EXISTING POLE
	FLOWLINE // 5" // 10' MIN BLW MUDLINE // 2OF2 // ORIGIN: EXISTING POLE // ENDPOINT: EXISTING POLE
P19981749	WITHDRAWN CONSTRUCTION OF 6 CAMPS & PARKING
P19990100	PIPELINE XING WARNING
P19990265	CLEANOUT AREA
	SPOIL PLACEMENT

Boston Bay

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P19990372	DOCK IMPROVEMENTS
P19990541	NEW PUMP STATION
	PUMP STATION UPGRADE
P19990543	GAS // 4" GAS LIFT LINE // 3' MINIMUM BELOW MUDLINE // CANCELLED: PLAQUEMINES PARISH // ORIGIN: AMOCO C-3 WELL // ENDPOINT: LEDCO PLATFORM
P19990946	PIPELINE // 12" // 3' MINIMUM BELOW MUDLINE // REMOVAL & REPLACEMENT // ORIGIN: 29[redacted] 17' 59"N 89[redacted] 28' 23"W // ENDPOINT: 29[redacted] 17' 50"N 89[redacted] 28' 09"W
	PIPELINE // 6" // 3' MINIMUM BELOW MUDLINE // REMOVAL & REPLACEMENT // ORIGIN: // ENDPOINT:
P19991062	GAS // 2" // 3' MINIMUM BELOW MUDLINE // LINE ACROSS ISLAND TO REMAIN BURIED AS NATURAL // ORIGIN: S.L. 9800 WELL NO. 1 // ENDPOINT: UNION PACIFIC RES GILMORE AA NO. 3 TANK BATTERY
P19991116	CULVERT
	DRILLSITE
	RESERVE PIT
	WELL
P19991198	CRUDE OIL // 12" PIPE REPAIR // 5' BELOW MUDLINE // PIPELINE MAINTENANCE // ORIGIN: EXISTING POINT ON LINE // ENDPOINT: NEXT POINT ON LINE
P19991279	FIBER CABLE // 5" STEEL PIPE // 47' MIN BELOW CHANNEL BOTTOM // DIRECTIONALLY BORE // ORIGIN: DOULLOT CANAL // ENDPOINT:
P19991413	BRIDGE
P19991497	WELL
P20000123	PROPWASH + SHELL PAD
	WELL #1; DRILL BARGE + STRS W/ SHELL PAD
P20000261	DREDGE
	SPOIL
P20000299	DREDGE
P20000488	PIPE REPAIR
P20000530	CLEANOUT
	PLUG & ABANDON FASTERLING WELL #5
	SPOIL
P20000740	DREDGE
	SPOIL
	WORKOVER ON LL&E FEE WELL #27
P20000895	DRILL
	DRILL SITE
	NOT A PIPELINE // BOARD ROAD // // // ORIGIN: // ENDPOINT:
P20000909	NOT A PIPELINE // UTILITY POLES // // // ORIGIN: // ENDPOINT:
P20001018	DRILL SITE
P20001240	PIPELINE - EXISTING // 12" // 4' MIN BLW ML // REPAIR SECTION OF PIPELINE // ORIGIN: EXISTING PT OF PIPELINE // ENDPOINT: EXISTING PT OF PIPELINE
P20001255	DRILL
	NOT A PIPELINE // ROAD // // // ORIGIN: // ENDPOINT:
P20001330	DRILL
P20001387	DREDGE

Section Day

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P20001432	SPOIL
P20001469	BULK HEAD
P20001499	DRILL
P20001513	PIPELINE // 4" // LAID ON GROUND / 3' - 6' BLW ML // // ORIGIN: WELL #1 ST // ENDPOINT: RISER
P20001625	DRILL
P20001889	FLOWLINE // 4" FLOWLINE // 3' - 4' BLW ML // 1OF2 // ORIGIN: LL&E "A" WELL #30 // ENDPOINT: EXISTING BASTIAN FACILITY
	FLOWLINE // 4" FLOWLINE // 3' - 4' BLW ML // 2OF2 // ORIGIN: LL&E "A" WELL #30 // ENDPOINT: EXISTING BASTIAN FACILITY
P20001891	BULKHEAD, CAMP, BOAT HOIST, PIER+DRIVEWAY 188'X60'
P20010012	METER STATION
	PIPELINE // 6" // 3' MIN BELOW MUDLINE // // ORIGIN: SL 16710 WELL #1 // ENDPOINT: PROPOSED 10' X 10' TIE-IN
P20010042	PIPELINE // 4" // 3' MIN BLW ML // CANCEL PERMIT - WELL WAS DRY HOLE // ORIGIN: BARGE LOADING AREA // ENDPOINT: EXISTING 4" P/L
	PIPELINE // 4" // 3' MIN BLW ML // CANCEL PERMIT - WELL WAS DRY HOLE // ORIGIN: SL 195 QQ WELL #1 // ENDPOINT: STAGING AREA & BARGE LOADING AREA
P20010362	PIPELINE // 6" // // NEVER DONE // ORIGIN: WELL #1 // ENDPOINT: TIE-IN @ XISTING LA GAS P/L
P20010791	PIPELINE // 6" // 3' MIN BLW MUDLINE // WITHDRAWN PERMIT // ORIGIN: SL 16710 WELL #1 // ENDPOINT: PIPELINE TIE-IN
	PIPELINE // 6" // 3' MIN BLW MUDLINE // WITHDRAWN PERMIT // ORIGIN: WELL #1 // ENDPOINT: PIPELINE TIE-IN
P20011106	WELL CLEARENCE
P20011389	BRIDGE
P20011996	GATHERING // 2" PIPELINE // 3' MIN BLW MUDLINE // // ORIGIN: SL 9088 WELL #1 // ENDPOINT: HEATER PLATFORM
P20011484	DRILLSITE EXTENSION
	WELL
P20011496	PIPELINE // 4" // 3' MIN BLW MUDLINE // 1OF2 PROJECT NOT DONE // ORIGIN: ENCLADE WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 1OF2 PROJECT NOT DONE // ORIGIN: SL 16710 WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 2OF2 // ORIGIN: ENCLADE WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
	PIPELINE // 4" // 3' MIN BLW MUDLINE // 2OF2 PROJECT NOT DONE // ORIGIN: SL 16710 WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
P20011600	MARINA VEHICLE PARKING
P20011709	DRILL SITE + BOARD ROAD + DRIVEWAY
	SL 17269 WELL #1; PROPOSED DRILLING STRUCTURES
P20011715	DREDGE
	MARSH
P20011899	PLUG & ABANDON STRUCTURES
P20011923	DREDGE
	LL&E WELL
	MARSH CREATION

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P20020123	FLOWLINE // 2" // 3' - 5' MIN BLW MUDLINE // // ORIGIN: BASTIAN BAY PIPELINE CO. - ROYAL T, SL 16152 NO .1 WELL // ENDPOINT: BLD NO. 17 WELL
P20020171	ABANDON WELL
	DREDGE
	MARSH CREATION
P20020246	FLOWLINE // 4" // 3' - 5' BLW MUDLINE // // ORIGIN: ABERCROMBIE NO.B-1 // ENDPOINT: CENTRAL FACILITY NO 1
P20020345	DREDGE
P20020443	PIPELINE // 4" // 3' - 15' BLW ML // // ORIGIN: CLAYTON WILLIAMS ENERGY CALVIN ENCALADE ET UX WELL NO.1 // ENDPOINT: TIE IN
	PIPELINE // 4" // 3' - 15' BLW ML // // ORIGIN: CLAYTON WILLIAMS ENERGY, INC. S.L. 16710 #1 // ENDPOINT: PROPOSED PLATFORM
	PIPELINE // 4" // 3' - 15' BLW ML // // ORIGIN: SAGO TIE IN // ENDPOINT: PROPOSED PLATFORM
	PLATFORM
P20020591	PIPELINE REPAIR (12")
P20020721	PIPELINE // 4" // 3' MIN BLW ML // LINE NEVER LAID; WELL WAS DRY HOLE // ORIGIN: SL 17269 WELL #1 // ENDPOINT: TIE-IN TO XIST P/L
P20020731	BULKHEAD
P20020754	BULKHEAD, WALKWAYS
P20020820	SITE CLEARANCE O&G WELL
P20020829	DREDGE
	SPOIL
	WITHDRAWN FASTERLING WELL #1; DREDGE ALONG WITH
P20020912	DREDGE FOR PIPELINE REPAIR
	PIPELINE REPAIR
P20021147	FLOWLINE // 3" // 3' MIN BLW ML // WITHDRAWN PERMIT 2OF2 // ORIGIN: HILCORP ENERGY CO WELL #4 // ENDPOINT: EXISTING FACILITY
	GAS LIFT LINE // 2" // 3' MIN BLW ML // WITHDRAWN PERMIT 1OF2 // ORIGIN: HILCORP ENERGY CO WELL #4 // ENDPOINT: EXISTING FACILITY
P20021245	SITE CLEARANCE
P20021358	SEAFOOD DOCK REPAIR
P20021566	SITE CLEARANCE
P20030005	DREDGING FOR LL&E WELL#1
	LL&E WELL#1
	SPOIL FROM DREDGING
P20030009	EARTHEN PLUG
	FLOWLINE MAINT & REFURBISHMENT // 6" // UNKNOWN // 1 OF 3 MAINTENANCE & REFURBISHMENT // ORIGIN: VENICE // ENDPOINT: BURAS
	FLOWLINE MAINT & REFURBISHMENT // 6" // UNKNOWN // 2 OF 3 MAINTENANCE & REFURBISHMENT // ORIGIN: VENICE // ENDPOINT: BURAS
	PIPELINE MAINT & REFURBISHMENT // 12" // UNKNOWN // 3 OF 3 MAINTENANCE & REFURBISHMENT // ORIGIN: VENICE // ENDPOINT: BURAS

Exhibit D

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P20030171	EXISTING PIPELINE // 4" // REMOVED // DIRECTION UNSURE-INSTALL BLIND FLANGE, INSTALL 35' PILING & P/L MARKER SIGN // ORIGIN: PT ON LINE // ENDPOINT: CHEVRON MP 189.2:MS-4052 TAP 5 & 7
P20030208	CRUDE OIL // 16" // 3' - 10' BLW ML // INSPECT & REPAIR EXISTING 12" DELTA P/L // ORIGIN: MAIN PASS BLOCK 69 PLATFORM // ENDPOINT: SPLC'S NAIRN STATION
P20030228	EMERGENCY REPAIR OF 28 POWER POLES IN BAY ADAMS
	MITIG - HAY BALES/WETLANDS CREATION
P20030342	PIPELINE MAINTENANCE // 8" // 5' MIN BLW ML // 1 OF 2 // ORIGIN: REPAIR POINT B - EMPIRE VALVE STATION - 2165' OF REPAIRS // ENDPOINT:
P20030527	DREDGE
	SPOIL
P20030572	BULKHEAD REMOVAL
	CLEANOUT
	PIPELINE MAINTENANCE // 8" // UNKNOWN // 1 OF 1 // ORIGIN: UNKNOWN // ENDPOINT: 700' OF MAINTENANCE
	SPOIL
P20030700	CLEANOUT
	PIPELINE MAINTENANCE // 8" // // 1 OF 1 STRIP BACK // ORIGIN: CHEVRON/TEXACO CHICHARAS BAY // ENDPOINT: CHEVRON/TEXACO CHICHARAS BAY
	SPOIL
P20030740	PIPELINE REPAIR - 75' // 20" // // 1 OF 1 // ORIGIN: REPAIR NO. BS-16.1 // ENDPOINT: REPAIR NO BS-16.2
P20030774	METER SITE
	PIPELINE // 16" (EAST) // 3' MIN BLW ML // LOOP LINE EAST // ORIGIN: TIE-IN TO 16" DELTA P/L // ENDPOINT: CHEVRON TEXACO TERMINAL
	PIPELINE // 16" (WEST) // 3' MIN BLW ML // LOOP LINE WEST // ORIGIN: TIE-IN TO 16" DELTA P/L // ENDPOINT: CHEVRON TEXACO TERMINAL
	PIPELINE // 16" // 4' MIN BLW ML // 1 OF 3 // ORIGIN: CHEVRON TEXACO TERMINAL AT EMPIRE // ENDPOINT: SHELL 16" DELTA PIPELINE
	PIPELINE // 16" // 4' MIN BLW ML // 2 OF 3 // ORIGIN: CHEVRON TEXACO TERMINAL AT EMPIRE // ENDPOINT: SHELL 16" DELTA PIPELINE
	PIPELINE // 16" // ABOVE GROUND // 3 OF 3 // ORIGIN: METER SITE // ENDPOINT: MANIFOLD WITHIN CHEVRON TEXACO TERMINAL AT EMPIRE
P20030884	BARGE MOUNTED DRILLING RIG
P20030886	FLOWLINE // 4" // 3'-5' MIN BLW ML // 1 OF 2 // ORIGIN: PROPOSED HEATER PLATFORM // ENDPOINT: EXISTING HEADER PLATFORM
	FLOWLINE // 4" // 3'-5' MIN BLW ML // 2 OF 2 // ORIGIN: PROPOSED HEATER PLATFORM // ENDPOINT: EXISTING HEADER PLATFORM
P20030931	FIBER OPTIC CABLE BORED UNDER DOULLUT CANAL
P20031086	DREDGE FOR ACCESS TO PIPELINE REPAIR
	SHELL 16" PIPELINE REPAIR

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P20031452	EXCAVATION /PIPELINE REPAIR SITE 3-1
	EXCAVATION/PIPELINE REPAIR SITE 3-2
	PIPELINE (12") ANOMALY SITE 3-1
	PIPELINE (12") ANOMALY SITE 3-2
P20031502	PIPELINE MAINTENANCE/REFURBISHMENT
P20031504	CLAMP INSTALLATION - 20" PIPELINE MAINTENANCE
P20031554	BULKHEAD: 250'
P20031715	FLOWLINE // 4" // 3' MIN BLW MUDLINE // // ORIGIN: SL 16152 WELL #1 // ENDPOINT: EXISTING HEATER PLATFORM
P20031836	BULKHEAD
P20031883	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 2 // ORIGIN: LL&E WELL #27 // ENDPOINT: SL 192 WELL #2
	GAS FLOWLINE // 2" GAS LINE // 3' MIN BLW ML // 2 OF 2 // ORIGIN: LL&E WELL #27 // ENDPOINT: SL 192 WELL #2
P20040041	BENEFICIAL USE OF SPOIL
	DREDGE
	WELL LOCATION, STRUCTURES LL&E NO 9
P20040118	FLOWLINE // 3" // 3' MIN BLW ML // 2 OF 2 // ORIGIN: WELL #4 BASTIAN BAY // ENDPOINT: EXISTING FACILITY
	GAS LIFT LINE // 2" // 3' MIN BLW ML // 1 OF 2 // ORIGIN: WELL #4 BASTIAN BAY // ENDPOINT: EXISTING FACILITY
P20040286	PIPELINE INSPECT/REPAIR // 16" // UNKNOWN // 1 OF 1 // ORIGIN: VALVE SITE ON 16" DELTA CRUDE PIPELINE // ENDPOINT: CHEVRON TEXACO OSTRICA STATION
P20040324	CATHODIC PROTECTION TEST LEAD SITE 1
P20040339	SIDEWALK ADDITION/REPLACEMENT - BURAS
P20040652	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 2 // ORIGIN: PRODUCTION BARGE // ENDPOINT: EXISTING 10" PIPELINE
	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 3 // ORIGIN: LL&E WELL NO 3 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW ML // 2 OF 2 // ORIGIN: PRODUCTION BARGE // ENDPOINT: EXISTING 10" PIPELINE
	FLOWLINE // 4" // 3' MIN BLW ML // 2 OF 3 // ORIGIN: LL&E WELL NO 3 // ENDPOINT: PRODUCTION BARGE
	FLOWLINE // 4" // 3' MIN BLW ML // 3 OF 3 // ORIGIN: LL&E WELL NO 3 // ENDPOINT: PRODUCTION BARGE
	HEATER PLATFORM: 15' X 40'
	PRODUCTION BARGE: 40' X 140'
P20040670	CRUDE OIL PIPELINE MAINTENANCE/REPAIR // 14" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: EMPIRE // ENDPOINT: CHALMETTE
P20040992	SITE CLEARANCE BASTIAN BAY CONDENSATE CF #1
P20041302	SITE CLEARANCE ODESSA BURCH ET AL WELL NO 1
P20041612	MOHM 10" PIPELINE REPAIR
P20050325	DREDGING
	LOCATION, LL&E NO. 33 WELL
	MAINTENANCE DREDGING
	SPOIL
P20050448	FLOWLINE // 2" // 4' MIN BLW WATER BOTTOM // 1 OF 1 // ORIGIN: LL&E NO 33 WELL // ENDPOINT: EXISTING HEADER PLATFORM

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	FLOWLINE // 4" // 4' MIN BLW WATER BOTTOM // 1 OF 1 // ORIGIN: LL&E NO 33 WELL // ENDPOINT: EXISTING HEADER PLATFORM
P20050498	EXCAVATION AREA EMPIRE FLOODGATE
	SPOIL
P20050566	DOCK AREA; BULKHEAD; DREDGED AREA
	DRAINAGE PIPE // 10" // 1' BLW MUDLINE // // ORIGIN: TOP OF DOCK // ENDPOINT:
	ROAD; EXTEND TO DOCK
P20050716	DRILL SITE ROSE CHOUEST ET AL WELL NO 1
P20050726	MOEM CALIF. BAY HCA PIPELINE REPAIR #1
	MOEM CALIF. BAY HCA PIPELINE REPAIR #2
P20050781	BULKHEAD #108 & RIP-RAP REMOVAL
	BULKHEAD #109 & RIP-RAP REMOVAL
	BULKHEAD #112 & RIP-RAP REMOVAL
	BULKHEAD #113 & RIP-RAP REMOVAL
	BULKHEAD #114 & RIP-RAP REMOVAL
	BULKHEAD #85 & RIP-RAP REMOVAL
	BULKHEAD #87 & RIP-RAP REMOVAL
	BULKHEAD #88 & RIP-RAP REMOVAL
	BULKHEAD #89 & RIP-RAP REMOVAL
	BULKHEAD #90 & RIP-RAP REMOVAL
	BULKHEAD #98 & RIP-RAP REMOVAL
	POTENTIAL PROP WASHING ACCESS ROUTE
P20050962	DRILL STRUCTURES LL&E NO 34 WELL
	SPOIL
	WHEEL WASHING
P20051332	AGGREGATE OVER 12" BOA PIPELINE
P20051378	FLOWLINE // 2" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E NO 34 WELL // ENDPOINT: EXISTING HEADER PLATFORM
	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E NO 34 WELL // ENDPOINT: EXISTING HEADER PLATFORM
P20051625	RING LEVEE AREA - BARGE RECOVERY
P20051637	BULKHEAD
P20060220	BULKHEAD
P20060344	PIPELINE CROSSING (TIMBER MAT)
P20060386	REMOVE/REPLACE DOULLUT CANAL BRIDGE
P20060401	DRILL STRUCTURES LL&E NO 34 WELL
	MAINTENANCE DREDGING
	SPOIL
P20060402	FLOWLINE // 2" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E NO 34 WELL // ENDPOINT: EXISTING HEADER PLATFORM
	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E NO 34 WELL // ENDPOINT: EXISTING HEADER PLATFORM
P20060508	AREAWIDE PIPELINE MAINTENANCE // 12" // 3' MIN BLW ML, TOP OF GROUND, 4' BLW CANALS // PIPELINE MAINTENANCE // ORIGIN: VENICE LAUNCHER/RECEIVER FACILITY // ENDPOINT: EMPIRE LAUNCHER/RECEIVER FACILITY
P20060683	DECOMMISSIONING EMPIRE FIELD

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	DECOMMISSIONING SN 120415
	DECOMMISSIONING SN 94734, 93450
	DECOMMISSIONING SN 99642, 100532, 101166, 101471
	FLOWLINE DECOMMISSIONING // UNKNOWN // UNKNOWN // 1 OF 1 // ORIGIN: EMPIRE FIELD // ENDPOINT: EMPIRE FIELD
	SITE CLEARANCE EMPIRE FIELD - DECOMMISSIONING
P20060733	EMPIRE CONTROL BLDG & PLATFORM
P20060754	DRILL ENTRY & 200' X 200' BOARD MATTING
	DRILL EXIT & 200' X 200' BOARD MATTING
	PIPELINE // 12" // DRILL UNKNOWN // 1 OF 1 // ORIGIN: CROSS THE MISS RIVER // ENDPOINT: CROSS THE MISS RIVER
P20061023	PROJECT CANCELLED: SPOIL
	PROJECT CANCELLED: WHEELWASHING
	STRUCTURES LL&E WELL NO 001
P20061144	ELECTRIC LINE BORE // ELECTRIC LINE // BORED // 1 OF 1 // ORIGIN: DOULLUT CANAL // ENDPOINT: DOULLUT CANAL
P20061152	BULKHEAD, DOCK, BACKDOWN RAMP
P20061175	EXISTING PIPELINE MAINTENANCE // 12" // VARIES // AREA WIDE PERMIT // ORIGIN: STATE WATERS // ENDPOINT: NAIRN STA
P20061366	BENEFICIAL USE OF SPOIL
	DREDGE
	SPOIL
	STRUCTURES FIVACH AGENCY INC WELL NO 1
P20061430	SEAFOOD DOCK
P20061595	BOA PIPELINE // 12" // 2' MIN COVER - VALVE ABOVE GROUND // RELOCATION OF PIPE SEGMENT (REPLACEMENT) // ORIGIN: WEST SIDE OF LEVEE // ENDPOINT: EAST SIDE OF LEVEE
	EXISTING BOA PIPELINE // 12" // // REMOVAL OF PIPE SEGMENT // ORIGIN: WEST SIDE OF LEVEE // ENDPOINT: EAST SIDE OF LEVEE
P20061652	BULKHEAD
P20061782	MOEM 14" PIPELINE REPAIR
P20061818	12' ACCESS ROAD, BOARDED DRILL PAD, TIE-IN
	DRILL ENTRY POINT - PG2
	DRILL EXIT POINT - PG2 & PG4
	PIPELINE // 20" // DIRECTIONAL DRILL // 1 OF 1 OPTION 'B' = 5,060' // ORIGIN: DRILL ENTRY PT AT MISS RIVER // ENDPOINT: DRILL EXIT PT AT FULLBACK
	POLY-PIPE // 4" // // 1,598' // ORIGIN: DRILL ENTRY POINT // ENDPOINT: DISCHARGE POINT
	POLY-PIPE // 4" // // 459' // ORIGIN: DRILL EXIT POINT // ENDPOINT: DISCHARGE POINT
	FULLBACK // 20" // LAID ON ROLLERS // 1 OF 1 TEMPORARY FULLBACK = 5,052 // ORIGIN: // ENDPOINT: DRILL EXIT POINT
	TAP - PG4
	VALVE SITE & ACCESS ROAD
P20070008	PIPELINE // 20" CAL-KY PIPELINE SYSTEM AREA PERMIT // 3' MIN BLW ML // AREA WIDE PERMIT // ORIGIN: EMPIRE FACILITY // ENDPOINT: EXISTING 20" PIPELINE (NORTH LOOP)
P20070043	BANK STABILIZATION

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	FLOWLINE // 4" // DIRECTIONALLY DRILLED // 1 OF 2 // ORIGIN: MISSISSIPPI RIVER - PLAQUEMINES PSH // ENDPOINT: MISSISSIPPI RIVER - PLAQUEMINES PARISH
	HYDRAULIC DREDGE - 250' X 50' X 1'
	NOT A PIPELINE // PULLBACK // // TEMPORARY PULLBACK // ORIGIN: PIPELINE DRILL EXIT POINT // ENDPOINT:
	PIPELINE // 12" // DIRECTIONALLY DRILLED // 2 OF 2 // ORIGIN: MISSISSIPPI RIVER - PLAQUEMINES PSH // ENDPOINT: MISSISSIPPI RIVER - PLAQUEMINES PARISH
	RECEIVER SITE 28' X 28', ACCESS ROAD
	VALVE SITE, DRILL SITE, ACCESS ROAD
P20070065	PIPELINE LOWERING // 22" // 3' MIN BLW NATURAL BOTTOM // 1 OF 1 LOWER PORTION OF EXISTING LINE // ORIGIN: UNKNOWN PT ON LINE // ENDPOINT: UNKNOWN PT ON LINE
P20070204	DREDGE - SEAFOOD DOCK
	FILL - SEAFOOD DOCK
P20070281	AREA WIDE PERMIT // 6" // 3' MIN BLW ML & NATURAL GROUND // 1 OF 1 AREA WIDE PERMIT // ORIGIN: VENICE MULTIPLES // ENDPOINT: EMPIRE TERMINAL
P20070440	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 1 // ORIGIN: PIVACH AGENCY INC WELL #1 PLATFORM // ENDPOINT: TIE-IN EXISTING FLOWLINE
P20070460	EXISTING PIPELINE // 12" BOA (MAIN & LOOP) MAINTENANCE // 7' BLW ML // AREA WIDE PERMIT FOR MAINTENANCE // ORIGIN: // ENDPOINT:
P20070560	50' X 650' WORKSPACE - BUGGY ACCESS
	PLATFORM - VALVE CAP 12" PIPELINE
P20070682	RING LEVEE, BOARD ROAD
	SL 18165 NO 1 WELL LOCATION & STRUCTURES
P20070716	EXISTING PIPELINE AREA WIDE INSPECTION // 16" // // 1 OF 2 AREA WIDE PERMIT FOR PIPELINE INSPECTIONS/REPAIRS // ORIGIN: // ENDPOINT:
	EXISTING PIPELINE AREA WIDE INSPECTION // N/A // // 2 OF 2 AREA WIDE PERMIT FOR PIPELINE INSPECTIONS/REPAIRS // ORIGIN: // ENDPOINT:
P20070809	REPAIR CHEVRON 12" PIPELINE SITE NO 1
P20071086	BULKHEAD
P20071182	STRUCTURE #1 (ROCKS) REMOVAL
	STRUCTURE #12 (GOBI MAT) REMOVAL
	STRUCTURE #13 (RIP/RAP) REMOVAL
	STRUCTURE #14 (BULKHEAD/SHELLPAD)REMOVAL
	STRUCTURE #15 (SHELL PAD) REMOVAL
	STRUCTURE #2 (ROCKS/MATS) REMOVAL
	STRUCTURE #3 (ROCKS/MATS) REMOVAL
	STRUCTURE #4 (BULKHEAD) REMOVAL
	STRUCTURE #5 (BULKHEAD) REMOVAL
	STRUCTURE #6 (ROCKS/MATS) REMOVAL
	STRUCTURE #7 (ROCKS/MATS) REMOVAL
	STRUCTURE #8 (GOBI MAT/PILING) REMOVAL

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P20071213	BURAS WATER TOWER REPLACEMENT
P20071834	BENEFICIAL USE OF SPOIL
	DREDGING SLIP @ ABERCROMBIE WELL NO 10
	WELL LOCATION & STRS; ABERCROMBIE NO 10
P20080126	FLOWLINE // 2" // // 1 OF 1 // ORIGIN: ABERCROMBIE 10 // ENDPOINT: EXISTING PLATFORM
	PIPELINE // 4" // JETTED 5' MIN BLW ML // 1 OF 2 // ORIGIN: ABERCROMBIE NO 10 // ENDPOINT: EXISTING PLATFORM
	PIPELINE // 6" // JETTED 5' MIN BLW ML // 2 OF 2 // ORIGIN: ABERCROMBIE NO 10 // ENDPOINT: EXISTING PLATFORM
P20080127	GAS LIFT LINE // 2" // 3' BLW ML & JETTED 5' MIN BLW ML // 1 OF 1 // ORIGIN: LL&E WELL NO 32 // ENDPOINT: PROPOSED TIE-IN
P20080176	PIPELINE // 4" // 3' - 3.5' BLW ML // 1 OF 2 // ORIGIN: EXISTING FACILITY // ENDPOINT: EXISTING FACILITY
	PIPELINE // 6" // 3' - 3.5' BLW ML // 2 OF 2 // ORIGIN: EXISTING FACILITY // ENDPOINT: EXISTING FACILITY
P20080244	EMPIRE BOAT HARBOR REPAIRS
P20080273	FLOOD WALL REPLACEMENT
P20080362	DREDGE & SPOIL FOR REPAIR
	DREDGE/JET MAIN PIPELINE & SPOIL
P20080596	CLEANOUT FOR ACCESS TO CW FASTERLING ET AL NO 1
	EXISTING GAS PIPELINE // 20" // LOWER TO 5' BLW ML // 7 OF 13 LINE SEGMENTS TO LOWER = 278.8' // ORIGIN: 29[redacted]18'58.2"N 89[redacted]32'53.8"W // ENDPOINT: 29[redacted]18'56.0"N 89[redacted]32'51.9"W
	EXISTING PIPELINE // 2" OR 4" // LOWER TO 5' BLW ML // 9 OF 13 LINE SEGMENTS TO LOWER = 968.9' // ORIGIN: 29[redacted]18'55.7"N 89[redacted]32'57.7"W // ENDPOINT: 29[redacted]18'55.1"N 89[redacted]33'07.7"W
	EXISTING PIPELINE // 3" // LOWER TO 5' BLW ML // 1 OF 13 LINE SEGMENTS TO LOWER = 136.7' // ORIGIN: 29[redacted]18'50.4"N 89[redacted]31'12.7"W // ENDPOINT: 29[redacted]18'49.3"N 89[redacted]31'13.6"W
	EXISTING PIPELINE // 3" // LOWER TO 5' BLW ML // 10 OF 13 LINE SEGMENTS TO LOWER = 541.4' // ORIGIN: 29[redacted]18'54.5"N 89[redacted]32'37.9"W // ENDPOINT: 29[redacted]18'56.0"N 89[redacted]32'43.6"W
	EXISTING PIPELINE // 3" // LOWER TO 5' BLW ML // 11 OF 13 LINE SEGMENTS TO LOWER = 1160.5' // ORIGIN: 29[redacted]18'51.9"N 89[redacted]32'05.2"W // ENDPOINT: 29[redacted]18'52.3"N 89[redacted]32'18.3"W
	EXISTING PIPELINE // 3" // LOWER TO 5' BLW ML // 8 OF 13 LINE SEGMENTS TO LOWER = 1441.8' // ORIGIN: 29[redacted]18'56.9"N 89[redacted]32'51.6"W // ENDPOINT: 29[redacted]18'53.0"N 89[redacted]33'07.5"W
	EXISTING PIPELINE // 4" // LOWER TO 5' BLW ML // 12 OF 13 LINE SEGMENTS TO LOWER = 4315' // ORIGIN: 29[redacted]18'52.6"N 89[redacted]32'01.4"W // ENDPOINT: 29[redacted]18'58.2"N89[redacted]32'49.2"W
	EXISTING PIPELINE // 4" // LOWER TO 5' BLW ML // 6 OF 13 LINE SEGMENTS TO LOWER = 111' // ORIGIN: 29[redacted]18'52.9"N 89[redacted]32'13.6"W // ENDPOINT: 29[redacted]18'51.8"N 89[redacted]32'13.6"W
	EXISTING PIPELINE // 6" // LOWER TO 5' BLW ML // 2 OF 13 LINE SEGMENTS TO LOWER = 122.5' // ORIGIN: 29[redacted]18'51.3"N 89[redacted]31'57.2"W // ENDPOINT: 29[redacted]18'52.5"N 89[redacted]31'57.0"W
	EXISTING PIPELINE // 6" // LOWER TO 5' BLW ML // 3 OF 13 LINE SEGMENTS TO LOWER = 80.8' // ORIGIN: 29[redacted]18'52.5"N 89[redacted]31'59.9"W // ENDPOINT: 29[redacted]18'51.7"N 89[redacted]31'59.9"W

Section Bay

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	EXISTING PIPELINE // 6" // LOWER TO 5' BLW ML // 4 OF 13 LINE SEGMENTS TO LOWER = 121.5' // ORIGIN: 29[redacted]18'51.5"N 89[redacted]32'01.0"W // ENDPOINT: 29[redacted]18'52.7"N 89[redacted]32'01.1"W
	EXISTING SNG PIPELINE // 8" // LOWER TO 5' BLW ML // 5 OF 13 LINE SEGMENTS TO LOWER = 993.4 // ORIGIN: 29[redacted]18'52.7"N 89[redacted]32'06.2"W // ENDPOINT: 29[redacted]18'52.1"N 89[redacted]32'17.4"W
	SPOIL PLACEMENT
	WELL LOCATION & STRS: CW FASTERLING ET AL NO 1
P20080640	EXCAVATION
	SPOIL PLACEMENT
P20080641	DEBRIS REMOVAL
P20080672	FRESH WATER NOZZLE INSTALLATION
	TIE-IN @ EXISTING WATER LINE
	WATER // UNKNOWN // LAID ON GROUND SURFACE // TRANSFERRED TO ENFORCEMENT // ORIGIN: TIE-IN @ EXISTING WATER LINE // ENDPOINT: FRESH WATER NOZZLE
P20080677	PIPELINE // 14" REPLACEMENT LINE // VARIES 3' - 5' // 1 OF 1 REMOVE 10" & REPLACE WITH 14" // ORIGIN: EXISTING PLATFORM // ENDPOINT: MOEM STATION
P20080706	EMPIRE TERMINAL BACK BARGE RAMP & BULKHEAD
P20080796	RFD - DISPOSAL PIT
	RFD - DISPOSAL SITE
	RFD - DRAINAGE CANAL MAINTENANCE
P20080896	PIPELINE REPAIR SITE EP-1
	PIPELINE REPAIR SITE EP-2
	PIPELINE REPAIR SITE EP-3
	WORKSPACE: TEMPORARY
P20080933	PIPELINE // 4" // 5' MIN BLW ML // 1 OF 2 // ORIGIN: EXISTING PLATFORM // ENDPOINT: TIE-IN TO EXISTING PLATFORM
	PIPELINE // 4" // 3' MIN BLW ML // 2 OF 2 // ORIGIN: EXISTING PLATFORM // ENDPOINT: TIE-IN TO EXISTING PLATFORM
P20080979	PIPELINE REPAIR: ANOMALY SITE 851
P20081172	RFD - DISPOSAL PIT
	RFD - DISPOSAL PITS
	RFD - EXISTING DISPOSAL PITS
	RFD - EXISTING DRAINAGE CANAL MAINTENANCE
P20081301	REPAIR PIPELINE 16"
P20081408	SOV - FREE FLOW POWER DEVELOPMENT - FORT JACKSON
P20081420	EMERGENCY 8" VP01 P/L REPAIR
P20081429	ANOMALY REPAIR 8198 (MAIN) 600'X130' WORKSPACE
	ANOMALY REPAIR 8208 (MAIN) 600'X130' WORKSPACE
	ANOMALY REPAIR 8361 (MAIN) 600'X140' WORKSPACE
	ANOMALY REPAIR 8490 (MAIN) 600'X130' WORKSPACE
	ANOMALY REPAIR 8503 (MAIN) 600'X130' WORKSPACE
P20081485	RFD - DISPOSAL PIT
P20090102	RING LEVEE & DRILL SITE
	SL 19250 WELL NO 001 LOCATION & STRS
P20090258	EMPIRE TERMINAL FRONT DOCK AFTER THEFACT COMPLIANCE

Section Bay

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

P20090311	BOAT DOCK
P20090387	DIG #49: REPAIRS TO 12" PIPELINE
	DIG #50: REPAIRS TO 12" PIPELINE
	DIG #51: REPAIRS TO 12" PIPELINE
P20090442	PIPELINE // 12" // 3' MIN BLW MUDLINE // 7 SEGMENTS OF EXITING SASTIAN BAY 12" P/L TO BE LOWERED // ORIGIN: PT 1-1 // ENDPOINT: PT 7-4
P20090471	BULKHEAD REPLACEMENT & COTTAGES CONSTRUCT
P20090663	FLOWLINE // 4" // 3' MIN BLW ML // 1 OF 1 = 560' // ORIGIN: SL 19250 WELL NO 001 // ENDPOINT: EXISTING FLOWLINE (TIE-IN)
P20090776	ABERCROMBIE: SEARCH FOR TAP VALVE ON 12" PL
	BURLINGTON: REPLACE METER TUBE
	SANDBLAST/PAINT PLATFORM SURFACE: BLOCK VALVE 501
	SANDBLAST/PAINT PLATFORM SURFACE: EASTERN TERMINUS
	TEXACO BAYOU LONG: CLOSE TAP VALVE ON 12" GAS LINE
P20090815	SOIL BORING SITE FOR SCHOOL SITE
P20090838	SOIL BORINGS SOUTH PLAQ VEHICLE MAINTENANCE FAC
P20100203	RFD - BUILDING REPAIR, EMPIRE LOCKS, CQ
P20100235	DREDGE BOAT SLIP AT EMPIRE LOCKS
P20100291	PLATFORM INSTALLATION & FILL
P20100468	REPAIR/MODIFY EXISTING DOCK
P20100539	GENERATOR CONNECTION BOX, FOOTING & POWER POLE
P20100579	BULKHEAD REPAIR
	REPAIR BULKHEAD 79, LINE 40
P20100700	WHARF/PIER/BOATHOUSE
P20100724	ANOMALY REPAIR #1126 (600') ON 12" BOA MAIN PL
	ANOMALY REPAIR #337 (600') ON 12" BOA MAIN PL
	ANOMALY REPAIR #654 (600') ON 12" BOA MAIN PL
	ANOMALY REPAIR #834 (600') ON 12" BOA MAIN PL
P20100753	RFD - ANODE BED; REPAIR 20" PIPELINE
	RFD - POWER POLE
P20100764	CONCRETE MAT REPAIR #61 ON 12" BOA MAIN LOOP LINE
P20100830	DREDGE PIPE CORRIDOR
	SEGMENT W8 CREST - SHELL ISLAND
	SEGMENT W8 SLOPE BREAK - SHELL ISLAND
	SEGMENT W8 TOE OF FILL - SHELL ISLAND
P20100936	EXISTING LINE LAL 0247 // 10" // LOWERED TO 3' MIN BLW ML // 1 OF 4 LINE SEGMENTS TO LOWER // ORIGIN: 29[redacted]23'00.20"N 89[redacted]31'50.96"W // ENDPOINT: 29[redacted]23'04.66"N 89[redacted]31'46.51"W
P20100953	VALVE REMOVAL
P20100989	SOUTH PLAQUEMINES SCHOOL FACULTY HOUSING
P20100999	CRUDE PUMP FOUNDATION
	MCC BUILDING FOUNDATION
	METER SKID FOUNDATION
	NOT A PIPELINE // // // NEW BERM // ORIGIN: // ENDPOINT:
	TANK, TANK FOUNDATION
P20101003	BULKHEAD 10 REMOVAL

Exhibit Key

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	BULKHEAD 11 REMOVAL
	BULKHEAD 12 REMOVAL
	BULKHEAD 13 REMOVAL
	BULKHEAD 15 REMOVAL
	BULKHEAD 16 REMOVAL
	BULKHEAD 17 REMOVAL
	BULKHEAD 18 REMOVAL
	BULKHEAD 19 REMOVAL
	BULKHEAD 2 REMOVAL
	BULKHEAD 20 REMOVAL
	BULKHEAD 21 REMOVAL
	BULKHEAD 22 REMOVAL
	BULKHEAD 23 REMOVAL
	BULKHEAD 24 REMOVAL
	BULKHEAD 25 REMOVAL
	BULKHEAD 26 REMOVAL
	BULKHEAD 27 REMOVAL
	BULKHEAD 3 REMOVAL
	BULKHEAD 4 REMOVAL
	BULKHEAD 5 REMOVAL
	BULKHEAD 7 REMOVAL
	BULKHEAD 8 REMOVAL
	BULKHEAD 9 REMOVAL
P20101044	SOUTH PLAQUEMINES HIGH SCHOOL BUILDING
P20101048	DREDGE & SPOIL
	EXISTING 16" CYPRESS CRUDE // 16" // LOWER TO 4' BLW ML // 1 OF 6 LINE SEGMENTS TO LOWER // ORIGIN: // ENDPOINT:
	EXISTING 16" CYPRESS CRUDE // 16" // LOWER TO 4' BLW ML // 2 OF 6 LINE SEGMENTS TO LOWER // ORIGIN: // ENDPOINT:
P20101111	EXISTING CYPRESS PIPELINE // 10" // 3' BLW ML // 1 OF 1 LINE SEGMENT TO REPAIR // ORIGIN: // ENDPOINT:
P20101190	EXCAVATE TO SHUT-IN VALVE
	EXISTING PIPELINE (TO REMOVE & REPLACE) // 6" // 4.4' BLW ML // 1 OF 1 LINE TO REMOVE/REPLACE // ORIGIN: EXISTING PLATFORM // ENDPOINT: EXISTING VALVE
	EXISTING PIPELINE (TO REMOVE) // 6" // // 1 OF LINES TO REMOVE // ORIGIN: EXISTING PLATFORM // ENDPOINT: EXISTING VALVE
P20101170	PIPELINE REPAIR: 116' OF 12" CRUDE OIL
P20101295	REMOVE 6" RISER TIE-IN
P20101343	CAMPS, OFFICE & STORAGE BUILDING
P20101416	AT GRADE LEVEE CROSSING
	BOOSTER PUMP NO 1
	BOOSTER PUMP NO 2
	BOOSTER PUMP NO 3
	BOOSTER PUMP NO 4
	BOOSTER PUMP NO 5
	BOOSTER PUMP NO 6
	BORROW AREA MR-B-09 PERIMETER

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	BORROW AREA MR-B-09 PERIMETER
	CONVEYANCE CORRIDOR ALIGNMENT
	HURRICANE PROTECTION LEVEE CROSSING
	MOORING AREA: TEMPORARY
	SEDIMENT // 42" // 1'-3.5' BLW CRUSHED STONE CROWN RAMP // 1 OF // ORIGIN: BORROW AREA MR-B-09 // ENDPOINT: BORROW AREA MR-B-09
	WORK AREA: 432'X432' & NAVIGATIONAL CROSSING
P20101434	PIPELINE REPAIR SITE CONCRETE SLAB
P20101449	SITE IMPROVEMENTS AT BURAS BOAT HARBOR
	SITE IMPROVEMENTS AT EMPIRE BOAT HARBOR
P20101506	HOME, BULKHEAD, WHARF, BOATHOUSE
P20110052	SOV - FULLER CENTER DISASTER REBUILD PROJECT
P20110064	EXISTING CRUDE OIL PIPELINE // 12" // // INSTALL GROUT BAGS FOR SUPPORT // ORIGIN: // ENDPOINT:
P20110144	SITE 1: PIPELINE SEGMENT REMOVAL
P20110150	SOV - 113 ZUVICH LANE - BURAS
	SOV - 160 LOUIS MOREL LANE - BURAS
	SOV - 178 CHOUEST LANE - BURAS
	SOV - 33531 HWY 11 - EMPIRE
P20110174	SOV - 138 FOSTER LANE - BURAS
	SOV - 34838 HWY 11 - BURAS
P20110569	BULKHEAD REPLACEMENT: 175'
	DRIVE PILES: (12) 50'
	DRIVE PILES: (14) 50'
	REPLACE WASTE OIL COLLECTION AREA
P20110584	BERM
P20110587	HYDRAULIC DREDGING
	MARSH NOURISHMENT
	SPOIL PLACEMENT
	TEMPORARY PIPELINE // DREDGE PIPELINE // // // ORIGIN: // ENDPOINT:
	WELL LOCATION: LL&E WELL NO 001
P20110694	DREDGE FEDERAL EMPIRE TO GULF WATERWAY
	EMPIRE FLOODGATE REPAIR: EUA 11-027
	EMPIRE NAVIGATION CANAL DREDGING PROJECT
	SPOIL PLACEMENT - DISPOSAL AREA A
	SPOIL PLACEMENT - DISPOSAL AREA B
	SPOIL PLACEMENT - DISPOSAL AREA C
	SPOIL PLACEMENT - DISPOSAL AREA D
P20110696	CATHODIC PROTECTION WELL
P20110715	SOIL BORINGS - GEOTECHNICAL TEST
P20110793	BURAS ATHLETIC & MAINTENANCE STORAGE FACILITY
P20110805	PLATFORM MP 9.76 REMOVAL
P20110855	DREDGE DAYBROOK FISHERIES SITE
	EXCAVATION AREA
	FILL AREA

EXHIBIT B

Coastal Use Permits for Work in the Operational Area

	SPOIL PLACEMENT
P20110973	SOIL BORING LOCATION 1
	SOIL BORING LOCATION 2
	SOIL BORING LOCATION 3
	SOIL BORING LOCATION 4
	SOIL BORING LOCATION 5
	SOIL BORING LOCATION 6
	SOIL BORING LOCATION 7
P20111124	BULKHEAD REPAIR = 87'
P20111206	BRIDGE: ACCESS FOR S PLAQUEMINES HIGH SCHOOL
P20111228	ANCHORS TO BE REPLACED
	POWER POLE & ANCHORS TO BE INSTALLED
	POWER POLE & ANCHORS TO BE REPLACED
	POWER POLE TO BE REPAIRED
P20111371	CREW BOAT DOCK
P20111410	PIPELINE WORK // 20" CAL-KY PIPELINE SYSTEM AREA PERMIT // 3' MIN BLW ML // AREA WIDE PERMIT // ORIGIN: EMPIRE FACILITY // ENDPOINT:
P20111412	BARGE REMOVAL (203' X 53') & 617CY PROPWASH
P20111457	RFD - REPLACEMENT & UPGRADE BURAS SIDEWALKS
P20111541	DREDGE ACCESS TO WELL NO 1
	SPOIL PLACEMENT
	WELL LOCATION: CW FASTERING ET AL NO 1
P20111578	LEVEE SCOUR REPAIR AREA #1: 47-8'X20' SUBMAR MATS
	LEVEE SCOUR REPAIR AREA #2: 62-8'X20' SUBMAR MATS
	LEVEE SCOUR REPAIR AREA #3: 46-8'X20' SUBMAR MATS
	LEVEE SCOUR REPAIR AREA #4: 95-8'X20' SUBMAR MATS
P20111584	DREDGING
	SPOIL PLACEMENT
	WELL LOCATION: SL 192 NO 1
P20120095	SHELL ISLAND SUBSURFACE SOIL BORING B-1
	SHELL ISLAND SUBSURFACE SOIL BORING B-2
	SHELL ISLAND SUBSURFACE SOIL BORING B-3
	SHELL ISLAND SUBSURFACE SOIL BORING B-4
	SHELL ISLAND SUBSURFACE SOIL BORING B-5
	SHELL ISLAND SUBSURFACE SOIL BORING B-6
	SHELL ISLAND SUBSURFACE SOIL BORING B-7
	SHELL ISLAND SUBSURFACE SOIL BORING B-9
P20120216	ACCESS CHANNEL
	AMENDMENT: ACCESS CHANNEL: EAST CONSTRUCTION
	AMENDMENT: BORROW AREA: MR-B
	AMENDMENT: BORROW AREA: MR-E
	AMENDMENT: DEWATERING LOCATIONS
	AMENDMENT: EAST END REDESIGN - FILL BEACH
	AMENDMENT: FILL - DIKES
	AMENDMENT: MARSH FILL
	AMENDMENT: REHANDLING AREAS

Boston Bay

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	AMENDMENT: SETTLEMENT PLATES
	AMENDMENT: SPOIL PLACEMENT
	DISCHARGE AREA FROM MARSH
	DISPOSAL AREA
	DISPOSAL AREA FROM ACCESS CHANNEL
	FILL: BEACH
	FILL: BEACH TOE
	FILL: DIKE TOE
	MARSH
	MARSH DISCHARGE AREA
	PIPELINE CORRIDOR
	SAND FENCE
	SETTLEMENT PLATES
P20120329	ANOMALY REPAIR SITE 1 VB-07-09A
	ANOMALY REPAIR SITE 1 VB-07-03B
P20120477	PIPELINE // 6" // 4' MIN BLW ML // 1 OF 1 // ORIGIN: MIDWAY HEADER PLATFORM // ENDPOINT: BASTIAN BAY CENTRAL FACILITY
P20120630	BULKHEAD @ 32058 STATE HWY 23
P20120631	BULKHEAD BRIDGE @ 32058 STATE HWY 23
P20120695	DREDGING ACCESS FOR WELL REMOVAL
	FACILITY & WELL REMOVAL: BASTIAN BAY PLATFORM
	SPOIL PLACEMENT
P20120864	FISHING PIER
P20121011	EXISTING FLOWLINE // 2.5" // 3' - 5' BLW ML // 1 OF 2 LINES TO REMOVE // ORIGIN: CAMPBELLTON NO 002 // ENDPOINT: SL 8665 WELL NO 3
	EXISTING FLOWLINE // 2.5" // 3' - 5' BLW ML // 2 OF 2 LINES TO REMOVE // ORIGIN: CAMPBELLTON NO 002 // ENDPOINT: SL 8665 WELL NO 3
	EXISTING FLOWLINES // 2 7/8" // 3' BLW ML // 1 OF 2 LINES TO REMOVE // ORIGIN: LL&E WELL NO 001 // ENDPOINT: PRODUCTION FACILITY
	EXISTING FLOWLINES // 2 7/8" // 3' BLW ML // 2 OF 2 LINES TO REMOVE // ORIGIN: LL&E WELL NO 001 // ENDPOINT: PRODUCTION FACILITY
P20121050	EXCAVATION
	LOCK LOCATION
P20121076	SOIL BORING 1 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 2 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 3 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 4 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 5 @ NEW WEST BANK DOCK FACILITY
	SOIL BORING 6 @ NEW WEST BANK DOCK FACILITY
P20121080	CAMP, BOATHOUSE, BULKHEAD @ 196 CAMP ROAD
P20121142	CATHODIC PROTECTION ANODE CABLE (2) ON LINE 40
P20121174	EXISTING PIPELINE // 12" // LOWER TO 3' BLW ML // 1 OF 1 SEGMENT FOR JETTING // ORIGIN: // ENDPOINT:

Exhibit D

Coastal Use Permits for Work in the Oceanfront Area

P20121214	NOT A PIPELINE // TRANSMISSION LINE REPLACEMENT // AERIAL // EUA 08-050: AFTER THE FACT POLE REPAIRS // ORIGIN: // ENDPOINT:
P20121398	BENEFICIAL USE OF SPOIL
	DREDGE OSTRICA LOCKS & CANAL
	SPOIL
	SPOIL DISPOSAL AREA 1
	SPOIL DISPOSAL AREA 3
P20121408	BULKHEAD & PIERS AT EMPIRE SHIPYARD NO 2
P20121409	ACCESS RAMPS
	GRAVEL PARKING LOTS & BULKHEADS & DOCK
	WHEELWASH
P20121422	DREDGING & SPOIL PLACEMENT
P20121441	BRINE WATER INJECTION WELL LOCATION
P20121462	OYSTER DOCK
P20121550	PL WARNING SIGN REPLACE: EMPIRE WATERWAY EAST BANK
	PL WARNING SIGN REPLACE: EMPIRE WATERWAY WEST BANK
P20121563	BULKHEAD & BOATSLIP REPLACEMENT
P20121592	RFD - BURAS OYSTER SHELL PROJECT
P20121666	ACCESS TO BULKHEAD REMOVAL 43
	ACCESS TO BULKHEAD REMOVAL 44
	ACCESS TO BULKHEAD REMOVAL 45
	ACCESS TO BULKHEAD REMOVAL 46
	ACCESS TO BULKHEAD REMOVAL 47
	ACCESS TO BULKHEAD REMOVAL 48
	ACCESS TO BULKHEAD REMOVAL 49
	ACCESS TO BULKHEAD REMOVAL 50
	ACCESS TO BULKHEAD REMOVAL 51
	ACCESS TO BULKHEAD REMOVAL 56
	ACCESS TO BULKHEAD REMOVAL 57
	ACCESS TO BULKHEAD REMOVAL 58
	ACCESS TO BULKHEAD REMOVAL 59
	ACCESS TO BULKHEAD REMOVAL 60
	BULKHEAD REMOVAL - STRUCTURE #1
	BULKHEAD REMOVAL - STRUCTURE #10
	BULKHEAD REMOVAL - STRUCTURE #11
	BULKHEAD REMOVAL - STRUCTURE #12
	BULKHEAD REMOVAL - STRUCTURE #13
	BULKHEAD REMOVAL - STRUCTURE #17
	BULKHEAD REMOVAL - STRUCTURE #18
	BULKHEAD REMOVAL - STRUCTURE #19
	BULKHEAD REMOVAL - STRUCTURE #2
	BULKHEAD REMOVAL - STRUCTURE #20
	BULKHEAD REMOVAL - STRUCTURE #21
	BULKHEAD REMOVAL - STRUCTURE #22
	BULKHEAD REMOVAL - STRUCTURE #23
	BULKHEAD REMOVAL - STRUCTURE #24

Exhibit D

EXHIBIT D

Coastal Use Permits for Work in the Operational Area

	BULKHEAD REMOVAL - STRUCTURE #25
	BULKHEAD REMOVAL - STRUCTURE #26
	BULKHEAD REMOVAL - STRUCTURE #27
	BULKHEAD REMOVAL - STRUCTURE #28
	BULKHEAD REMOVAL - STRUCTURE #29
	BULKHEAD REMOVAL - STRUCTURE #3
	BULKHEAD REMOVAL - STRUCTURE #30
	BULKHEAD REMOVAL - STRUCTURE #31
	BULKHEAD REMOVAL - STRUCTURE #32
	BULKHEAD REMOVAL - STRUCTURE #36
	BULKHEAD REMOVAL - STRUCTURE #37
	BULKHEAD REMOVAL - STRUCTURE #4
	BULKHEAD REMOVAL - STRUCTURE #5
	BULKHEAD REMOVAL - STRUCTURE #6
	BULKHEAD REMOVAL - STRUCTURE #7
	BULKHEAD REMOVAL - STRUCTURE #8
	BULKHEAD REMOVAL - STRUCTURE #9
P20130065	NOT A PIPELINE // // // SOUTH PLAQUEMINES OFF ROAD PARK // ORIGIN: // ENDPOINT:
P20130666	BULKHEAD REMOVAL = 40'
	BULKHEAD REMOVAL = 50'
	BULKHEAD REMOVAL M.P. 3.9
	BULKHEAD REMOVAL: 80'
	CUT & CAP SITE 1 @ 8" WEST BASTION BAY PIPELINE
	CUT & CAP SITE 2A @ 8" WEST BASTION BAY PIPELINE
	CUT & CAP SITE 2B @ 8" WEST BASTION BAY PIPELINE
	CUT & CAP SITE 3 @ 8" WEST BASTION BAY PIPELINE
	EXISTING PIPELINE // 8" WEST BASTIAN BAY // // AS-BUILT // ORIGIN: // ENDPOINT:
	EXISTING PIPELINE // 8" WEST BASTIAN BAY // 3' BLW ML // AS-BUILT // ORIGIN: 8" BLIND FLANGE // ENDPOINT:
	PIPELINE ABANDONMENT BEGINNING
	PLATFORM REMOVAL SITE A BASTION BAY NO 1 RS & TAP
	PLATFORM REMOVAL SITE B - 4" TRIUMPH LINE TAP
	PLATFORM REMOVAL SITE B 4" TRIUMPH LINE TAP
	SIGN REMOVAL (PILING ONLY) M.P. 3.5
	SIGN REMOVAL M.P. 2.6
	SIGN REMOVAL M.P. 3.9
	SIGN REMOVAL M.P. 4.5
	SIGN REMOVAL M.P. 5.1
	SIGN REMOVAL M.P. 5.3
	SIGN REMOVAL M.P. 6.2
	SIGN REMOVAL M.P. 6.3
	SIGN REMOVAL M.P. 6.9
	WHEELWASHING
P20130465	GEOTECHNICAL INVESTIGATION: SOIL BORING BR-1
	GEOTECHNICAL INVESTIGATION: SOIL BORING BR-2

Section Bay

EXHIBIT D

Coastal Use Permits for Work in the Quarantined Area

P20130709	BULKHEAD REPAIR: VINYL SHEET PILING
	CULVERT: 42" X 180'
P20130779	EARTHEN BERM & BARROW AREA
	EARTHEN BERM & BARROW PIT
	OYSTERBREAK UNIT SEGMENTS
P20130997	BULKHEAD REMOVAL
	EMPIRE TIE-IN VALVE SETTING CUT & CAP
	PIPE REMOVAL
	SAMPLE LOCATION
P20131148	WELL RE-ENTRY: LL&E C NO 6
P20131149	DREDGE SLIP
	EXISTING FLOWLINES // // LOWER TO 5' MIN BLW ML // 5 LINE SEGMENTS TO LOWER // ORIGIN: // ENDPOINT:
	SPOIL PLACEMENT
	WELL RE-ENTRY: LL&E A NO 7
P20131160	RFD - RING LEVEE
	RFD - WELL LOCATION: DRAKES BAY 'C'
P20131161	RFD - RING LEVEE
	RFD - WELL LOCATION: DRAKES BAY 'D'
P20131235	PILES FOR MOORING PURPOSES
P20131237	PILINGS (10) FOR BOAT MOORING
P20131309	RING LEVEE
	WELL LOCATION: DRAKES BAY 'E' ALTERNATIVE
P20131313	SOV - RING LEVEE & DITCH CROSSING
	SOV - WELL LOCATION: DRAKES BAY "F"

Bastian Bay

EXHIBIT E

Map of Oil & Gas Wells within the Operational Area

Orange triangles indicate the surface locations of Oil & Gas Wells. *Source: LDNR*

2013 Aerial

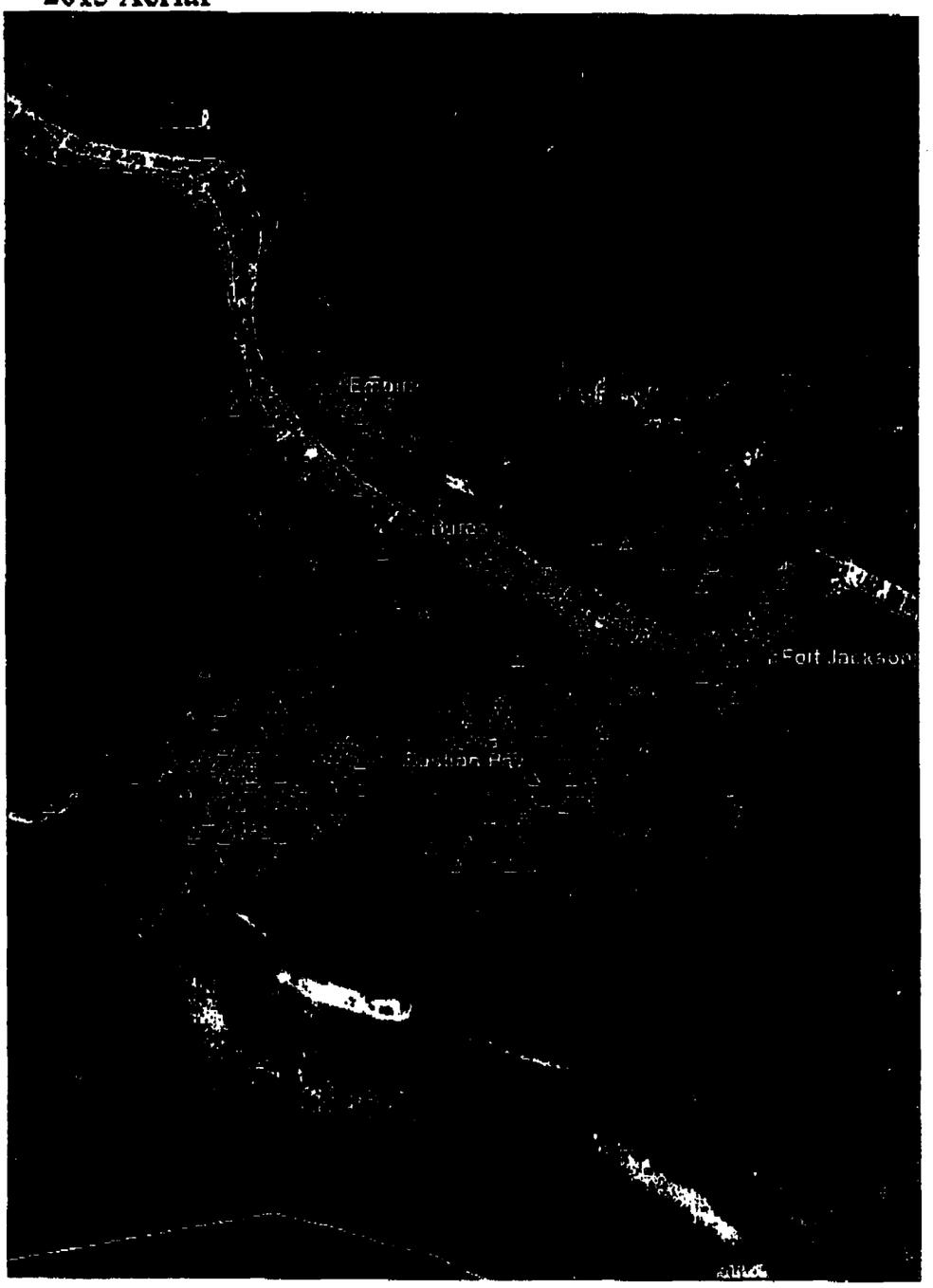


Exhibit F

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

AMOCO PRODUCTION COMPANY

70652	127139	154712
71659	139379	155588
75130	140491	177877
76050	143994	217011
77274	148423	218116
115145	149011	218117

CHEVRON U.S.A. INC.

68028	78719	96770
69503	79110	125558
70515	79796	126942
71760	82635	127044
75230	83449	129522
75605	84246	130929
75645	85006	133447
76459	85007	137161
76540	86288	163075
76745	93770	

CONOCOPHILLIPS COMPANY

27993	77274	216576
68028	78757	216586
69505	79110	217228
70515	79796	217937
71760	95770	218435
75230	96770	219006
75605	130929	220709
75645	137161	220900
76459	163075	222631
76745	177877	

EMP OPERATING COMPANY, LTD PTN

141714	149933	158333
142338	152865	158863
142821	153421	160067
144034	154362	179684
145194	154363	180473
145772	154497	180593
147975	154498	190652
147976	154731	203719
148552	156230	971454
149932	157366	

FREEPORT-MCMORAN INC.

141714	145772	149932
142338	147975	149933
142821	147976	154731
144034	148552	158333

Serial No.

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

158863	179684	180593
160067	180473	971454

FREEPORT-MCMORAN OIL & GAS CO.

141714	147976	158863
142338	148552	160067
142821	149932	179684
144034	149933	180473
145772	154731	180593
147975	158333	971454

GETTY OIL COMPANY

61675	78246	91102
64998	86087	93295
65992	86667	94160
66686	88241	115238
70672	88285	126943
73091	88531	132802
74489	88536	157672
77977	90185	

GULF OIL CORP.

54355	78719	115403
66462	79110	125558
68028	79377	126942
68083	79796	127044
69505	80770	129522
70515	82635	130929
71760	83449	132368
75230	84246	132445
75605	85006	133447
75645	85007	137161
76459	86288	140214
76540	95770	151337
76745	96770	163075

GULF PRODUCTION COMPANY, INC.

148552	215454	221479
149932	216390	221685
149933	217063	222996
158863	219138	228568
180473	219189	971454

HILCORP ENERGY COMPANY

27993	68028	75230
61675	69505	75605
64998	70515	75645
65549	70652	76050
66686	71659	76459
66760	71760	76745

Section Exp

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

77274	163075	218435
78757	177877	219006
79110	179190	219166
79796	180646	220391
84135	190652	220427
84917	211517	220709
85262	211678	220900
86813	213983	221094
87718	215784	221114
88153	216393	222631
88531	216570	226180
91103	216576	227074
95770	216586	228004
96770	217011	235340
121848	217228	235604
130929	217937	237238
137161	218116	
144765	218117	

JUNE ENERGY INC.

77570	102905	140638
83446	120415	152601
93450	130086	152718
94734	130087	153423
98027	131000	198176
99642	132001	212771

LA. LAND & EXPL. CO.

154833	174149	218210
162698	174897	221094
162885	213800	226180

LGS EXPLORATION PROGRAM

153474	155496	156145

LGS EXPLORATION, INC.

185149	197356	200225
188441	198379	202280
193633	198611	202774

McMORAN EXPLORATION COMPANY

141714	145357	148186
142338	145772	148552
142385	146107	149932
142821	146381	149933
143065	146641	152865
144034	147052	153421
144443	147975	154362
144911	147976	154363
145194	148185	154497

Section Bay

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

154498	158333	161701
154731	158587	179684
156230	158863	
157366	160067	

MCMORAN PRODUCTION CO.

141714	147975	154731
142338	147976	156230
142821	148552	157366
144034	149932	158333
144911	149933	158863
145194	152868	160067
145357	153421	179684
145772	154362	180473
146107	154363	180593
146381	154497	971454
146641	154498	

PAN AMERICAN PETROLEUM CORP.

66767	72840	74289
66895	72872	74569
67743	73955	
68693	74076	

PHILLIPS OIL COMPANY

28730	30082	41371
29729	31047	

PHILLIPS PETROLEUM CO.

25210	67517	78719
25666	67605	79110
26377	67739	79796
27155	68028	82635
27484	68690	83449
27993	68965	83932
28730	69472	84246
29293	69505	85006
29306	69640	85007
29729	70343	85104
29882	70515	86288
30082	70592	89178
30379	70694	90598
30523	71760	95770
30618	71850	96770
31047	73712	110807
41371	75230	113260
46314	75605	125558
50925	75645	126942
52524	76459	127044
65501	76540	129522
66736	76745	130929

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

133447	163075	217937
135486	177877	217949
135684	179767	218422
136266	216376	218455
136267	216576	219006
136354	216586	220709
136355	217228	220900
137161	217229	222691

RME PETROLEUM COMPANY

61675	87718	213983
64998	88153	215784
65549	88531	216393
66686	91103	216570
66760	121848	219166
78757	144765	220391
84135	179190	220427
84917	180646	221114
85262	211517	
86813	211678	

ROYAL T OIL CO., INC.

77570	120415	152718
83446	130086	153423
93450	130087	181536
94734	131000	198176
98027	132001	212771
99642	140638	
102905	152601	

SHELL OFFSHORE INC.

77570	99642	136094
81537	102905	140638
83446	112250	152601
91671	120415	152718
93450	130086	153423
94734	130087	198176
96796	131000	212771
98027	152001	

SHELL OIL COMPANY

76116	83446	99340
76129	91671	99642
77144	93450	102833
77160	94651	102905
77410	94734	102974
77570	96001	112250
77892	96796	120415
77981	97410	130086
78360	98027	130087
81537	98033	131000

Exhibit Key

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

132001	140638	152718
133217	151815	153423
136094	152601	

TENNECO INC.

56484	70872	88531
58190	71253	89118
59643	72097	89435
60949	72484	89690
61675	73091	89927
62764	73426	90163
63362	73427	90185
63863	73732	90837
63913	74489	90838
63914	74748	90944
64566	78246	91103
64955	78302	91423
64998	78756	91424
65549	78757	92132
65550	79120	92919
65665	79238	93294
65791	79722	93593
65992	80343	95065
66351	80754	95987
66452	84135	115238
66589	84535	119367
66686	84917	121848
66760	85160	123317
66768	85262	144765
67004	85933	157672
67451	86087	178089
67452	86813	179190
67886	87718	180646
68150	88153	
69025	88285	

TENNESSEE GAS PIPELINE COMPANY

58190	73732	91103
60949	74489	95065
61675	78246	121848
63362	78756	144765
63863	78757	157672
64998	79238	179190
65549	79722	180646
65992	84135	211517
66686	84917	211678
66760	85262	213983
67452	86813	215784
69025	87718	216393
72484	88153	216570
73426	88531	219166

Section Two

EXHIBIT F

Oil & Gas Wells Operated by Defendants and their Predecessors within the Operational Area (by LDNR Well Serial No.)

TEXACO, INC.

21893	114299	189056
22768	185149	

THE CALIFORNIA COMPANY

42920	101678	107271
100389	102110	107342
100532	103833	107613
100779	104055	107661
101142	105496	108041
101166	106447	108633
101344	106842	108677
101471	106893	109598

UNION PACIFIC RESOURCES CO.

61675	87718	213983
64998	88153	215784
65549	88531	216393
66686	91103	216570
66760	121848	219166
78757	144765	220391
84135	179190	220427
84917	180646	220837
85262	211517	221114
86813	211678	

VIRGIN OFFSHORE U.S.A., INC.

238330	239237

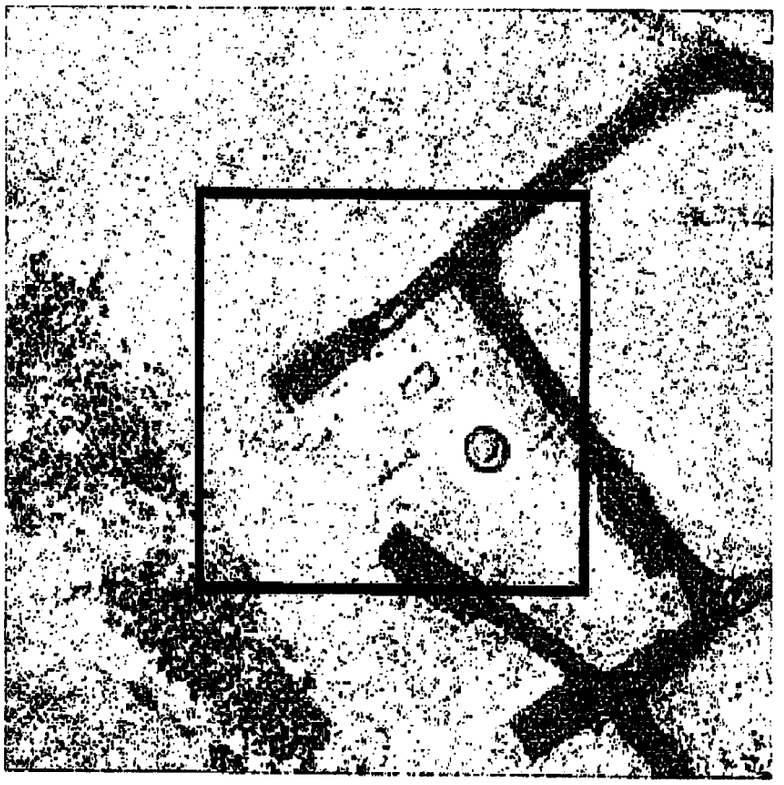
Bastian Bay

EXHIBIT G

Aerial Photographs of Pits within the Operational Area

(Pits Outlined in RED)

1971 Aerial T19S – R16E SEC. 15



Bastian Bay

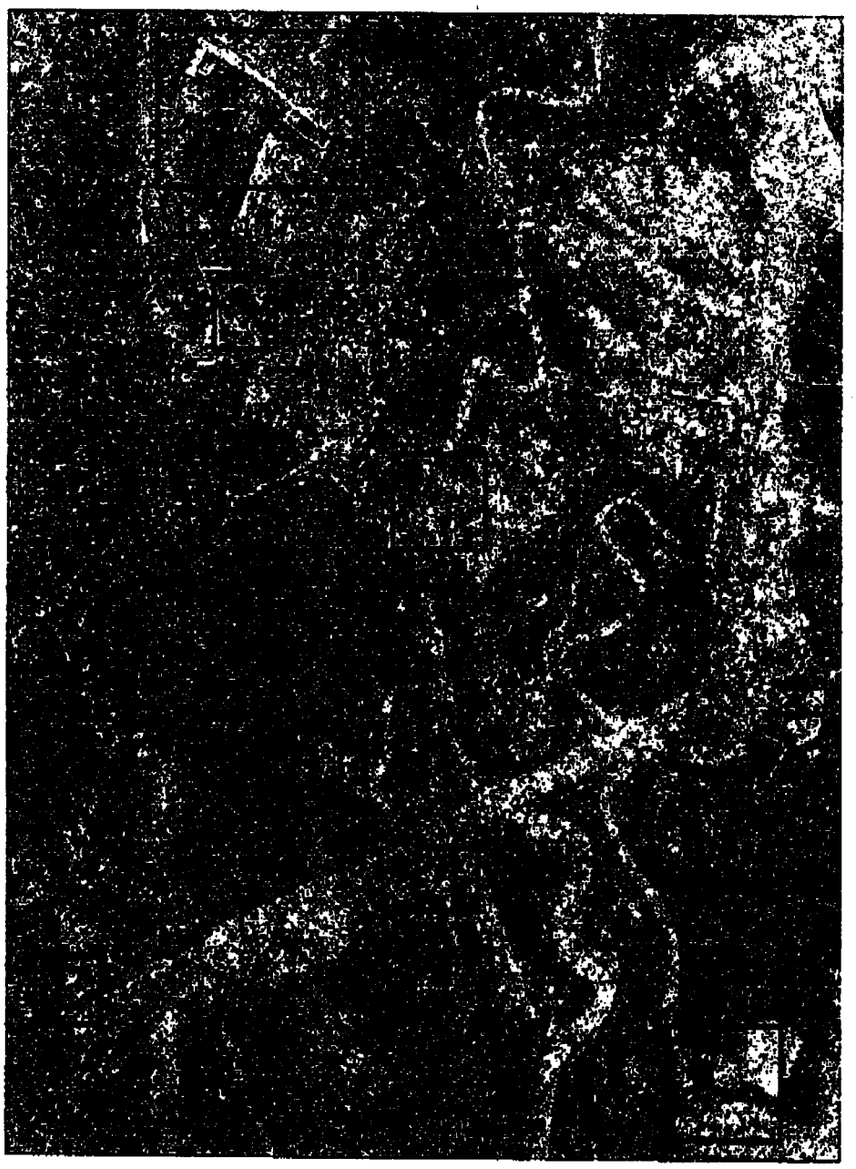
EXHIBIT G

Aerial Photographs of Pits within the Operational Area

(Pits Outlined in RED)

1971 Aerial

T20S – R28E SEC. 41
T21S – R28E SEC. 14, 15, 22, 23



FAX

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES
STATE OF LOUISIANA

DOCKET NO. 61798 DIVISION: B

CHARLES W. FASTERLING, ET AL.
VERSUS
HILCORP ENERGY COMPANY, ET AL.

FILED: _____

_____
DEPUTY CLERK

FILED
AUG 16 2019
DEPUTY CLERK

MEMORANDUM IN SUPPORT OF DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891 ON BEHALF OF BP AMERICA PRODUCTION COMPANY

Defendant BP America Production Company ("BP")[1] submits this memorandum in support of its dilatory exception of vagueness, ambiguity, and nonconformity of the Petition with Article 891.

Six Plaintiffs claiming to own land in Plaquemines Parish have sued nine different Defendants in tort and contract, alleging that Defendants' oil and gas operations damaged Plaintiffs' coastal land. That is as specific as the allegations against BP ever get. Plaintiffs' First Supplemental and Amending Petition ("Petition") is therefore impermissibly vague, ambiguous, and fails to conform to Article 891 of the Louisiana Code of Civil Procedure. Plaintiffs must be ordered to re-plead their factual allegations against BP with specificity. Absent such specificity, Plaintiffs' claims against BP must be dismissed.

I. Louisiana Law Requires Plaintiffs to Plead Facts in Support of Their Allegations

Article 891 of the Louisiana Code of Civil Procedure requires that a petition "contain a short, clear, and concise statement of all causes of action arising out of, *and of the material facts of*, the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891(A) (emphasis added). Louisiana law thus requires fact pleading. *See, e.g., id.* arts. 860, 891.

When a petition does not allege the factual basis of the claims against each individual defendant, the petition is improperly vague and ambiguous. *See Spell v. Exec. Officers, Dirs.*

[1] For purposes of this memorandum, references to BP include its alleged predecessors, Amoco Production Company and Pan American Petroleum Corporation. *See* First Supplemental and Amending Petition ¶ 8.

and/or S'holders of P & W Indus., Inc., 316 So. 2d 474, 476 (La. App. 1 Cir. 1975). A plaintiff's need for discovery does not excuse vague allegations because doing so "would essentially require . . . defendants to sustain the burden of disproving the case brought against them." *See Smart v. Gold, Weems, Bruser, Sues & Rundell*, 06-1414, pp. 5-6 (La. App. 3 Cir. 4/4/07); 955 So. 2d 263, 267. The exception of vagueness "compel[s] the plaintiff to amplify and make more definite his claim in order that [the] defendant may properly prepare his defense." *City of Gretna v. Gulf Distilling Corp.*, 21 So. 2d 884, 889 (La. 1945).

II. Plaintiffs Rely on a Petition That Has Already Been Found Impermissibly Vague

The deficiencies in Plaintiffs' Petition originate in an earlier lawsuit filed by Plaquemines Parish before this Court against these same Defendants. In November 2013, Plaquemines Parish filed an enforcement action, *Parish of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. "B", 25th JDC (Nov. 8, 2013),[2] alleging that various oil and gas company defendants violated coastal use permitting laws within an arbitrarily drawn "Operational Area." In 2014, the Plaintiffs here—who claim to be landowners within the same broad Operational Area—filed this tort-based lawsuit, incorporating into their Petition Plaquemines Parish's factual allegations. Petition ¶ 10.

This Court found Plaquemines Parish's petition in *Hilcorp* to be impermissibly vague and ambiguous under Article 891 of the Louisiana Code of Civil Procedure. *Hilcorp* was one of twenty-one similar lawsuits filed by Plaquemines Parish in November 2013. The Plaquemines Parish petitions were identical except for the Operational Areas involved and the defendants. The petitions accused various oil and gas companies, vaguely and *en masse*, of violating permitting laws in the conduct of their operations. The Parish appended lists of hundreds of permits and wells as exhibits to each petition, but did not connect a single permit or well to any alleged violation. Nor did Plaquemines Parish even allege that the listed permits and wells represented the activities at issue in each suit.[3]

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2 A copy of the Petition in *Parish of Plaquemines v. Hilcorp Energy Co.* is attached as Exhibit "1."

3 While in federal court during a period of removal, Plaquemines Parish explained: "Attached to the complaint is a listing of the *applied for* permits in the Operational Area. Nowhere in the complaint do the plaintiffs allege that all of these permits were violated. Some were applied for but never even issued." *Par. of Plaquemines v. Total Petrochemicals & Refining USA, Inc.*, No. 13-6693, Rec. Doc. No. 55, pp. 19-20 (E.D. La.

This Court granted exceptions of vagueness asserted as to two Plaquemines Parish petitions,[4] finding that the petitions were "vague and factually deficient" because the Parish did "not differentiate in any way the factual allegations against the defendants individually" and impermissibly "lump[ed] the various defendants together."[5] Plaquemines Parish therefore was ordered to "amend its petitions to set forth specific, individualized allegations as to each defendant."[6] This Court then applied its ruling to the *Hilcorp* petition as well, directing the Parish "to amend its Petition to cure for vagueness."[7]

When the Plaintiffs here decided to file their own lawsuit, they cut-and-pasted twenty-two paragraphs from Plaquemines Parish's vague *Hilcorp* petition into their Petition and alleged that "[b]ased upon the foregoing findings by the Parish of Plaquemines, . . . Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area . . . leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property." Petition ¶ 11. Because Plaintiffs' pleading relies on the factually deficient petition in *Hilcorp*, the Petition here should likewise be found impermissibly vague.

III. Plaintiffs Have Pled No Pertinent Factual Allegations Against BP

Plaintiffs' additional allegations beyond those pled in *Hilcorp* cannot save their Petition. Like Plaquemines Parish in *Hilcorp*, Plaintiffs attach two exhibits listing "Defendants' relevant wells" and "Defendants' relevant Coastal Use Permits." *See* Petition ¶ 11 & Exhs. B-C. Yet Plaintiffs offer no explanation as to how these wells and permits are factually "relevant." Instead,

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May 16, 2014) (Plaintiffs' Reply in Support of Remand) (excerpt attached as Exhibit "2"). Further, the Parish told this Court: "[W]hat our petition did . . . is not to sit and name every permit that we believe was violated. I don't think we allege that every permit cited was violated. But it was a means to look at each operational area . . . and to identify *each coastal use permit that was applied for in that area* and to couple that with a list of *all of the wells* that we knew were operated and maintained in that area." Hr'g Tr. 36:9-19, *Par. of Plaquemines v. Rozel Operating Co.*, No. 60-996, Div. "B", 25th JDC (Mar. 1, 2017) (excerpt attached as Exhibit "3") (emphases added).

4 *See* Reasons for Judgment at 1, *Par. of Plaquemines v. Rozel Operating Co.*, No. 60-996, Div. "B", 25th JDC (Mar. 20, 2017) (attached as Exhibit "4"); Reasons for Judgment at 1, *Par. of Plaquemines v. Equitable Petroleum Corp.*, No. 60-986, Div. "B", 25th JDC (Mar. 20, 2017).

5 Exh. 4, at 3.

6 *Id.*

7 *See* Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. "B", 25th JDC (Mar. 13, 2018) (attached as Exhibit "5").

the Petition states only that "Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C" and "[t]he operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit." Petition ¶ 11. This Court has already found that such allegations fail to satisfy the requirements of Article 891.[8]

Even if unexplained lists of permits and wells could be considered factual allegations (and they cannot), Plaintiffs' allegations are far too vague and ambiguous to satisfy the most basic pleading requirements of Louisiana law. Plaintiffs fail to give any indication of which specific activities conducted during the course of Defendants' operations allegedly caused damage to their properties; where on their properties the damage allegedly occurred; how or when their properties were harmed; or how Defendants' activities allegedly caused such damage. "Rather than advancing material facts of the transaction or occurrence that is the subject matter of the litigation, as is required by . . . [Article] 891, the petition advances the broadest of allegations, . . . attempt[ing] to substitute general allegations for these necessary, material facts." *Smart*, p. 5; 955 So. 2d at 267. The Petition falls far short of Louisiana pleading standards.

As to BP, Plaintiffs' Petition is particularly egregious. Plaintiffs do not identify a single activity that BP is accused of having conducted improperly. Plaintiffs' contract claims hinge entirely on "express and implied obligations and duties contained in the coastal use permits ('CUPs') identified in the Exhibits hereto and governing Defendants' activities at issue in this action." Petition ¶ 44. Yet of the 132 coastal use permit files listed in Exhibit C to the Petition, ***six of the seven files attributed to BP do not relate to activities located on Plaintiffs' properties.***[9] And the only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties simply authorized the removal of potential navigation hazards in water (without dredging) and therefore bears no relation to Plaintiffs' claims for damage to their properties.[10]

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[8] *See* Exh. 4, at 2-3 (granting vagueness exception where Plaquemines Parish's petition included "lists of coastal use permits and the oil and gas wells operated by the defendants" but failed "to set forth specific, individualized allegations as to each defendant").

[9] Affidavit of James G. Diehl (attached as Exhibit "6") ¶ 5. Indeed, one of the seven coastal use permit files attributed to BP relates to a coastal use permit application that was ultimately withdrawn. *See id.* ¶ 5(c).

[10] *See id.* ¶ 5(d).

Further, only a tiny fraction of the wells listed in Exhibit B are attributed to BP, and ***none of those wells are located on Plaintiffs' properties***.[11] Accordingly, there are no "activities at issue in this action" that were conducted by BP. BP is therefore left to guess as to what Plaintiffs' factual allegations against it could possibly be.

Plaintiffs' bare-boned allegations fail to plead the critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache v. Alpha Tech. Servs., Inc.*, 10-1086, p. 7 (La. App. 5 Cir. 6/29/11); 71 So. 3d 520, 524 ("[W]e find the allegations made in the petitions, *that many defendants, engaged in some hazardous activity*, somewhere on a parcel of land in Harvey, over a time period of forty-six years, do not meet the requirements of . . . [Article] 891.").[12]

IV. Virtually Identical Allegations in Another Landowner Lawsuit Have Been Found Impermissibly Vague, Which Resulted in a Significantly Narrower Amended Petition

In a case involving nearly identical allegations in Jefferson Parish, *Borne v. Chevron U.S.A. Holdings Inc.*, Judge Sullivan of the 24th Judicial District Court reviewed a petition by landowners alleging that oil and gas operations damaged their property.[13] The plaintiffs-landowners in that case incorporated into their complaint the factual allegations made by Jefferson Parish in an earlier enforcement proceeding (which mirrored the allegations made in the Plaquemines Parish enforcement proceedings), and attached lists of permits and wells as exhibits to their petition.[14] Because the landowners' petition failed to explain how the permits and wells were connected to their allegations, Judge Sullivan sustained the exception of vagueness, finding "that

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11 *See id.* ¶ 6.

12 The requirement of specificity is not lessened by Plaintiffs' allegations of environmental damage or solidary liability. Indeed, in cases involving claims of solidary liability for property damage from historical oil and gas operations, courts have sustained exceptions based on vagueness where, as here, the plaintiffs failed to make particularized allegations. *See, e.g.*, Hr'g Tr., *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Dec. 7, 2016) (attached as Exhibit "7"); Reasons for Judgment, *Alford v. Chevron U.S.A. Inc.*, No. 60-483, Div. "B", 25th JDC (Jan. 30, 2015) (attached as Exhibit "8"); Hr'g Tr., *Conner v. Adams Res. Expl. Corp.*, No. 579-13, 31st JDC (Feb. 26, 2014) (excerpt attached as Exhibit "9"); Judgment Sustaining Defendants' Exceptions of Vagueness, and Continuing the Hearing on All Other Pending Exceptions, *Devillier v. Chevron U.S.A. Inc.*, No. 12-5530, Div. "C", 27th JDC (Sept. 23, 2013) (attached as Exhibit "10").

13 *See* Exh. 7.

14 First Supplemental and Amending Petition for Damages, *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Feb. 6, 2015) (attached as Exhibit "11").

Article 891 . . . require[s] more specificity with regard to the particular Defendants."[15] Judge Sullivan ordered the landowners to amend their petition within ninety days, but "prohibited" them from conducting discovery.[16] Judge Sullivan rejected plaintiffs' request for discovery to cure the deficiencies in their petition, instructing plaintiffs' counsel "to do whatever investigation you can do on your own to amend your Petition and correct the situation which the Court believes exists."[17]

Following Judge Sullivan's order, the landowners filed an amended petition that significantly narrowed and defined the scope of their claims.[18] They dismissed nine of the eleven defendants, as well as their third-party beneficiary breach of contract claim. Rather than relying on the Jefferson Parish Petition, the landowners' amended pleading included allegations regarding the two remaining defendants' relationships to the plaintiffs' properties, the defendants' alleged activities on those properties, and the harms to the plaintiffs' properties that allegedly resulted from those activities.[19]

The same result is required here. Plaintiffs' Petition is virtually identical to the impermissibly vague Petition in *Borne*. Courts regularly grant exceptions of vagueness where, as here, plaintiffs have plead only broad, generalized allegations against multiple defendants without distinguishing between them. *See* Reasons for Judgment, *Alford v. Chevron U.S.A. Inc.*, No. 60-483, Div. "B", 25th JDC (Jan. 30, 2015) (Exh. 8, at 3) (holding that the plaintiffs' petition was "not a short, clear and concise statement of the causes of action being asserted" despite its voluminous exhibits, because the exhibits did not reveal the factual allegations against each individual defendant); Hr'g Tr., *Conner v. Adams Res. Expl. Corp.*, No. 579-13, 31st JDC (Feb. 26, 2014) (Exh. 9, at 25-27, 33, 37:5-25) (granting vagueness exception and ordering the plaintiffs to specify the nature of the alleged contamination and its source, identify specifically the complained-of activities of each defendant, and allege how each lease or contract attached to the

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15 Exh. 7, at 48:3-7.

16 *Id.* at 48:20-21 (ruling that discovery "is not the purpose of the Court granting you the 90 days" to amend the petition); *see also id.* at 48:29; Order at 1-2, *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Jan. 19, 2017) (attached as Exhibit "12").

17 Exh. 7, at 49:6-10.

18 Second Supplemental and Amending Petition for Damages, *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Apr. 19, 2017) (attached as Exhibit "13").

19 *Id.*

petition was breached); Judgment Sustaining Defendants' Exceptions of Vagueness, and Continuing the Hearing on All Other Pending Exceptions, *Devillier v. Chevron U.S.A. Inc.*, No. 12-5530, Div. "C", 27th JDC (Sept. 23, 2013) (Exh. 10, at 2) (sustaining vagueness exception and ordering the plaintiffs to identify, among other things, specific acts by specific defendants that caused specific harm and "to specify facts giving rise to the defendants' individual liability, including relevant time period(s) and location(s)").

For the foregoing reasons, Plaintiffs should be required to amend their Petition to identify the specific facts supporting their claims, including the individual permits that the Petition alleges were violated or the individual activities that it claims were wrongfully conducted; by whom, where, when, and how; and the injuries they allege resulted from each permit violation or wrongful act. As in *Borne*, discovery is not necessary for Plaintiffs to allege such facts. Plaintiffs—who are represented by the same counsel as the plaintiffs in *Borne* and assert nearly identical claims—are more than capable of determining and pleading the facts underlying their claims. Unlike the Parish cases, this is not an enforcement action by a governmental entity claiming that operators are liable for failing to obtain coastal use permits.[20] This is a tort case involving Plaintiffs' own properties. Plaintiffs themselves are in the best position to know what harm was allegedly done to their properties and what they believe caused that harm. Basic investigation of their claims from public records and their own files would have (and should have) alerted Plaintiffs to the fact that they included claims against Defendants like BP whose well operations and activities authorized by coastal use permits did not occur on or impact Plaintiffs' properties. Authorizing discovery to proceed against this background—where Plaintiffs are likely to dismiss defendants and claims after further investigation, as occurred in *Borne*—would impose an inequitable burden on Defendants (including those like BP that have been improperly named) and "would essentially require . . . defendants to sustain the burden of disproving the case brought against them." *See Smart*, p. 5; 955 So. 2d at 267. Plaintiffs should be required to investigate their claims, as the law

[20] *See* Exh. 4, at 2-3 (allowing discovery prior to amendment where Plaquemines Parish and the State of Louisiana sought to hold defendants liable for conducting activities without permits).

required in the first instance. Absent any factual allegations against BP after amendment, Plaintiffs' claims against BP should be dismissed.

CONCLUSION

BP's exception of vagueness should be granted, and Plaintiffs should be required to amend their Petition to state with particularity the facts that form the basis of their claims.

Respectfully submitted:

George Arceneaux III (#17442)
Brian W. Capell (#32381)
Emily C. Borgen (#35441)
LISKOW & LEWIS
822 Harding Street
P.O. Box 52008
Lafayette, Louisiana 70505
Telephone: (337) 232-7424
Facsimile: (337) 267-2399
Email: garceneaux@liskow.com
Email: bwcapell@liskow.com
Email: ecborgen@liskow.com

Joe B. Norman (#8160)
LISKOW & LEWIS
One Shell Square
701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
Telephone: (504) 581-7979
Facsimile: (504) 556-4108
Email: jbnorman@liskow.com

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

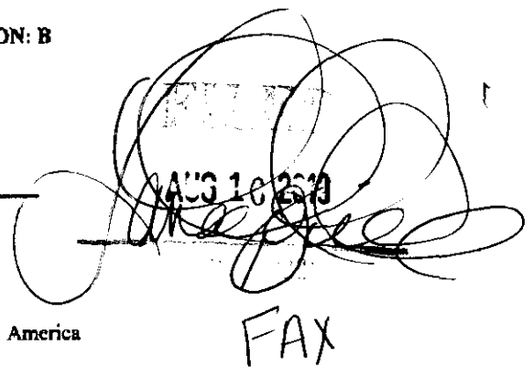
I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepaid, this 16th day of August 2019.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES
STATE OF LOUISIANA

DOCKET NO. 61798 DIVISION: B

CHARLES W. FASTERLING, ET AL.
VERSUS
HILCORP ENERGY COMPANY, ET AL.

FILED:_____ _____
DEPUTY CLERK



FAX

DILATORY EXCEPTION ON BEHALF OF BP AMERICA PRODUCTION COMPANY

NOW INTO COURT, through undersigned counsel, comes Defendant BP America Production Company ("BP"), which excepts to Plaintiffs' First Supplemental and Amending Petition for Damages ("Petition") as follows:

DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

1.

BP asserts the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure Article 926(A)(5) on the grounds that the Petition makes vague, collective allegations against nine (9) defendants without providing even the most basic information as to the "who, what, when, where, and how" of Plaintiffs' claims or the complained-of activities.

2.

The Petition is particularly egregious as to BP. Plaintiffs allege property damage arising from the operation of wells and activities conducted under coastal use permits. But none of the wells that Plaintiffs identify in their Petition are located on Plaintiffs' properties, and six of the seven coastal use permit files listed in the Petition as associated with BP do not relate to activities on Plaintiffs' properties. The only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties authorized removal of potential navigation hazards in water (without dredging) and bears no relation to Plaintiffs' property damage claims.

3.

BP also asserts the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure Article 891, pursuant to Louisiana Code of Civil Procedure Article 926(A)(4). The Petition fails to "contain a short, clear and concise

statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by Article 891.

ADOPTION OF OTHER EXCEPTIONS

4.

As authorized by Louisiana Code of Civil Procedure Article 853, BP adopts all exceptions pled by any and all Defendants herein, to the extent those exceptions apply to BP. BP reserves the right to urge any additional exceptions based upon facts uncovered through the course of discovery.

RULE 9.8 STATEMENT

Pursuant to Uniform Rule of Court 9.8(a), BP states that this matter is not presently set for trial and gives notice that it does not intend to introduce live testimony at the hearing in this matter in support of the foregoing exception. BP reserves the right to introduce live testimony upon proper notice to Plaintiffs.

WHEREFORE, BP America Production Company prays that its exception be deemed good and sufficient, and that after due proceedings are had, there be:

1. Judgment rendered sustaining its Exception of Vagueness and/or Ambiguity and Failure to Comply with Article 891 of the Louisiana Code of Civil Procedure, and ordering Plaintiffs to amend their Petition to comply with Article 891, subject to dismissal for failure to do so; and
2. Judgment awarding all appropriate relief in law and equity.

Respectfully submitted:

George Arceneaux III (#17442)
Brian W. Capell (#32381)
Emily C. Borgen (#35441)
LISKOW & LEWIS
822 Harding Street
P.O. Box 52008
Lafayette, Louisiana 70505
Telephone: (337) 232-7424
Facsimile: (337) 267-2399
Email: garceneaux@liskow.com
Email: bwcapell@liskow.com
Email: ecborgen@liskow.com

Joe B. Norman (#8160)
LISKOW & LEWIS
One Shell Square
701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
Telephone: (504) 581-7979
Facsimile: (504) 556-4108
Email: jbnorman@liskow.com

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepaid, this 16th day of August 2019.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES
STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.
VERSUS
HILCORP ENERGY COMPANY, ET AL.

FILED:_____ _____
DEPUTY CLERK

RULE TO SHOW CAUSE

CONSIDERING the foregoing Dilatory Exception filed by BP America Production Company;

IT IS HEREBY ORDERED that the exception be and hereby is set for hearing on the _____ day of _____, 2019, at ___ o'clock __.m., where Plaintiffs are hereby ORDERED to show cause why the exception should not be granted.

THUS DONE AND SIGNED on this ____ day of _____, 2019, at _____, Louisiana.

_____
DISTRICT JUDGE

SHERIFF PLEASE SERVE:
Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

LISKOW&LEWIS
A Professional Law Corporation

822 Harding St.
P. O. Box 52008
Lafayette, LA 70503
(337) 232-7424 Main
(337) 267-2399 Fax

www.Liskow.com

Fax Transmittal

To:	Clerk of Court ATTN: LANA	**Total No. of Pages:**	2 of 2
Company:	25th JDC – Plaquemines Parish	**Date/Time Sent:**	**August 16, 2019**
Fax No.:	(504) 934-6629	**Client/Matter No.:**	

From: Marsha Boyd w/ Emily C. Borgen's office
Direct No.: 337-267-2320 (direct dial)
E-mail: mboyd@liskow.com

Re: *Charles W. Fasterling, et al*
v. Hilcorp Energy Company, et al
25th JDC, Plaquemines Parish
No. 61-798 Div. "B"

Dilatory Exceptions (1st page only) with exhibits

Marsha Boyd
337-232-7424
mboyd@liskow.com

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LISKOW&LEWIS
A Professional Law Corporation

822 Harding St.
P. O. Box 52008
Lafayette, LA 70503
(337) 232-7424 Main
(337) 267-2399 Fax

www.Liskow.com

Fax Transmittal

To:	Clerk of Court ATTN: LANA	**Total No. of Pages:**	362
		Date/Time Sent:	**August 16, 2019**
Company:	25th JDC – Plaquemines Parish	**Client/Matter No.:**	
Fax No.:	(504) 934-6629		

From: Marsha Boyd w/ Emily C. Borgen's office
Direct No.: 337-267-2320 (direct dial)
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25th JDC, Plaquemines Parish
No. 61-798 Div. "B"

1 of 2 ✓
2 of 2

Dilatory Exceptions (1st page only) with exhibits

Marsha Boyd
337-232-7424
mboyd@liskow.com

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PARISH OF JEFFERSON, LA

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744,218 DIVISION "M"

SANDRA COUVILLON BORNE, JUDITH ROJAS KAGAY, WAYNE J. NOLAN, JEFFREY C. NOLAN, KEITH M. NOLAN, KEVIN M, NOLAN, MARY JO NOLAN COUVILLON, DOUGLAS G. NOLAN, IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, AND DAVID ROJAS NOLAN

VERSUS

CHEVRON U.S.A. HOLDINGS INC., STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C., ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO, L.P., BOPCO, L.P.

IMAGED NOV 14 2014

CODED

Filed by: Fax
Date: 11.12.14
Time: 5:44 PM
Deputy Clerk
(SEE ATTACHED LOG)

CODED:
DEPUTY CLERK

CODED

1 cert
G. Jones
11-14-14
AO

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolam IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

FILED
AUG 20 2019
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3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

EXHIBIT "A"

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

6.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own the following property located in Jefferson and Plaquemines Parishes in and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields in Jefferson, Louisiana:

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JEFFERSON PARISH

1.) A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:
Those portions of Sec. 11, lying south of Sec.37;
Lots 1, 2, and 3 of Sec. 12;
Lots 2, 3, 4 and 5 and the West half of Sec. 13;
All of Sec. 14, south of Sec. 37;
All of Sec. 23;
All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and Dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor, should go due West 2 miles from this iron pipe and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

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Also described as:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.;A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, comer of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast comer of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Erne Rojas, in and to the above- described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16.-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

PLAQUEMINES PARISH

1.) A CERTAIN TRACT OR PARCEL OF LAND, situated in the Parish of Plaquemines, containing thirty-eight hundred (3800) acres, more or less, and being a portion of the upper or Northwestern portion of a larger tract of eleven thousand three hundred and forty-seven, eighty-two hundredths (11,347.82) acres, comprising sections, or parts of sections, 1, 2, 11, 12, 13, in township 17 S., R. 24 East, and sections, or parts of sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 35, 36. and 39 in township 17 S.,.R. 25 East, Southeastern land District West of the Mississippi River, exclusive of certain rights of ways, sold by the Levee Board to Wilkinson, same being more particularly described, in accordance with the hereinafter referred to map of survey, as follows:

IMAGED NOV 14 2014

(a) BEGINNING at a point designated by the letter "C", which point is on the Parish line dividing the Parishes of Jefferson and Plaquemines, and which point is 80 arpents from the Mississippi River in township 17 S., R. 24 East, thence S. 12 degrees 30' E. 3030 ft. to the North Shore of Bayou Dupont, which point is designated by the letter "D", thence in an Easterly direction along the North shore of Bayou Dupont to a point, which point is on the dividing line of subdivision Lots No. 1 and 2, and designated by the letters "DD", thence North 38 degrees 00' W. along the line between lots .1 and 2 to the Section line dividing Government Sections 2 and 41, township 17 S., -R 24 E, point designated by the letters "CC", thence S 52 degrees W. 807.3 ft. to point of beginning. Said tract being Subdivision Lot No. 1.

IMAGED NOV 14 2014

(b) THENCE BEGINNING anew at. a point designated by .the letters "GG", which point is S 3 degrees 10', 855.5 ft. from the 40 arpent line from the Mississippi River and on the Western boundary of a certain Fight. of Way deeded to Wilkinson by the Levee Board, which Right of Way boundary is one-half mile West of the Wilkinson Canal, thence due West along the line dividing Subdivision Lots 13 and 14 to the intersection of said line with the East bank of Bayou Des Fleurs, which point is designated by the letters "GGG", thence in a- Southerly direction along the East bank of Bayou Des Fleurs and Bayou Dupont to the point "E", which point is on the Northerly boundary of a certain Right of Way deeded by the Levee Board to Wilkinson, thence South 80 degrees East to the intersection of said Northerly boundary with the Western boundary of another Right of Way deeded to Wilkinson by the Levee Board, which Right of Way Western boundary, is one-half mile West of what is known as the Wilkinson Canal, which point of intersection is designated by the letter "F", thence North 30 degrees 10 minutes East along said Right of Way, 7226.5 ft. to the point of beginning.

(c) THENCE BEGINNING anew at a point designated by the letter "H", which point is on the East Bank of Bayou Dupont where the Southern boundary of a certain Right of Way, having a width of a five acres, deeded to .Wilkinson by the Levee Board, intersects the East bank of the Bayou, thence, along the 80 degrees East to the point "I", which point is one-half mile distance from and on the West side of what is known as the Wilkinson Canal, thence South 29 degrees and 10 minutes East to the point "J", where said line intersects Bayou Trufant, thence along Bayou Trufant to point "K", which point is in the Western boundary of the certain Right of Way deeded to Wilkinson by the Levee Board, which has a width of five acres or 1043.35 feet; thence In a Southerly direction along the Western Boundary of said Right of Way to the point "LL"; thence South 45 degrees West to the dividing line of Sections 38 and 39 Township 17 S., R. 25 East, to the point designated by the letters "MM", thence due North along the line dividing Sections 38 and 39, also Sections 37 and 36 to the point "P", which point is the corner common to Sections 27, 28, 36 and 37 in Township 17 S., R. 25 East; thence due West along the Section line dividing Sections 27 and 37, 5280 ft. to point "Q", which point is on the left designating descending bank of Bayou Dupont; thence in a Northerly direction along Bayou Dupont to point "H", which is the point of beginning.

(d) THENCE BEGINNING anew at 'point "R", beginning the intersection of the Eastern boundary of the Right of Way of the Wilkinson Canal and one-half miles East of said Canal with the 40 arpent line from the Mississippi River; thence along the 40 arpent line South 46 degrees East

2001.4' to a point; thence South 48 degrees 30 minutes East 2047.3' to a point; thence South-59 degrees E. 3533.6' to a point, thence South 59 degrees 53 minutes East, 669.8 ft.; thence to point designated by the letters "SS"', thence South 45 degrees West to the Eastern boundary of the Wilkinson Right of Way, which has a width of 5 acres, which point is designated by the letters "TT";

thence in a Northerly direction along the said Right of Way to point "U" which point Is on the Bayou and is just below the intersection of Bayou Trufant and McCrutcheon; thence in a Northerly and Easterly direction along Bayou McCrutcheon to the Eastern boundary of the Right of Way of the Wilkinson Canal, which is one-half mile distance East from the Wilkinson Canal, which point is designated by the letter "V", thence North 3 degrees 10 minutes East along the Eastern boundary of the said Right of Way, which is one-half mile East of Wilkinson Canal, 7950 ft. to point "R" which I point of beginning.

IMAGED NOV 14 2014

All of which will more fully appear on certified map of survey by James S. Webb, Civil Engineer, dated November 6, 1925, and revised December 18, 1929, a copy of which said map is attached to and made part of previous Notarial acts of Sale which form part of this chain of title.

Of the property hereinabove described, that portion of the property hereinabove secondly described, bounded on the North by the dividing line of Subdivision Lots Nos. 13 and 14, and on the South by the Southern boundary line of Subdivisions Lots No. 15,and on the East by the Western boundary line of the Wilkinson Right of Way one-half mile from the Wilkinson Canal, and on the West by the Eastern banks of the Bayou Des Fleurs and Bayou Dupont, all included between the lines GG-GGG, GGG-W, W-Y, and Y-GG, shown on the above referred to map of survey, was acquired by Leon Rojas by purchasing from Hercules Georgnsis, as per act before Sumter D. Marks, Jr., Notary Public, dated April 1, 1927, Registered in C.O.B.64, Folio 340, of the Records of Plaquemines Parish, Louisiana, all of the remaining property hereinabove described was acquired by Leon Rojas by purchase from Robert Verret, as per Act before Jesse Chandler McGee, dated October 20, 1925, Registered in C.O.B. 62, Folio 198, of the Records of Plaquemines Parish, Louisiana.

LESS AND EXCEPT a tract of land containing approximately two hundred fifty-five (255) acres of land sold by Rojas-Adam Corporation of Delaware to Vincent Rojas as per act of sale registered in the offices of the Clerk of Court, Plaquemines Parish, Louisiana, in C.O.B. 118, Folio 186. Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666 Division "B", Civil District Court, Parish of Orleans, registered in COB 171, Folio 539, Parish of Plaquemines, as amended by the Judgment Nunc Pro Tunc of May 27, 1954, and registered in COB 175, Folio 295, Parish Clerk's Office, Parish of Plaquemines.

Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 64 Folio 340,of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered-in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

2.) A CERTAIN TRACT OF LAND, situated in the Southeastern Land District of Louisiana, West of Mississippi River in the Parish of Plaquemines, La., and described as the North West one-quarter (NW1/4) of Section 37 in Township Seventeen (17) South Range Twenty- five (25) East, containing one hundred and

twelve and twenty-three hundredths (112.23) acres; the South West one-quartet(SW1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (25) East, containing One Hundred and Thirty-five and Seventy-One hundredths (135.71) acres; the South East one-quarter (SE1/4) of Section 37, Township Seventeen (17) South Range Twenty-five (25)1 East, containing One Hundred and Thirty-one and Forty-six hundredths (131.46) acres; and the North East one-quarter (NE1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (.25) East, containing One Hundred and Sixty (160) acres, totaling in all Five Hundred Thirty-nine and forty hundredths (539.40) acres, all as per plan or sketch made by H. E. Landry, C.E. & Surveyor, bearing date of New Orleans, La. Nov. 22nd, 1941, which Is certified correct in conformity with survey of Frank T. Payne, C.E. of date Feb. 27th, 1922; corrected as of date Oct. 31st, 1942, by the said H. E. Landry, C.E. & Surveyor, and traced for showing Subdivisions of Section 37, T. 17 S. R. 25 East, etc., by E. M. Ivey, Registered C.E. on March 11, 1943.

LESS AND EXCEPT all minerals and mineral rights which are reserved to the Board of Commissioners, Lafourche Basin Levee District in accordance with the provisions of the Louisiana Constitution of 1921. Art. IV, Sec. 2, and the laws and jurisprudence affecting the sale of public lands.

Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered In C.O.B. 171, Folio 539, Parish of Plaquemines, as amended by Judgment Nunc Pro Tunc of May 27th, 1954, and registered in C.O.B. 175, Folio 295., Parish Clerk's Office, Parish of Plaquemines, and further amended by Judgment Nunc Pro Tunc in the aforesaid proceedings, dated October 29, 1969, Registered in C.O.B. 342, Folio 181, Clerk's Office, Parish of Plaquemines. Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB, folio of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in COB 709, Folio 914, Parish of Jefferson and registered n COB 345, Folio 202, Parish of Plaquemines.

JEFFERSON AND/OR PLAQUEMINES PARISHES

1.) ALL THAT CERTAIN TRACT OR PORTION OF LAND, situated in either or both Parishes of Plaquemines and Jefferson, and in the State of Louisiana, designated as all of that portion of Section 37, lying South of the South line of Section 24 and West of Bayou Dupont, in T. 17 S. R. 24E, containing 22.35 acres, more or less; and,

ALSO that portion of Section 47, lying North of Round Lake in T 17 S. R. 25 East, containing 105.96 acres, more or less, all located In the Southeastern Land District of Louisiana, West of the Mississippi River; all as is more fully shown by a sketch and or plan designated "Sketch showing the survey of part of Section 37, T. 17 S. R. 24 East, and part of Section 47, T. 17 S, R. 25 East, certified correct in conformity with survey of Frank R. Payne, C.E., of date, February 27, 1922, New Orleans, LA. November 22nd, 1941, signed by H. E. Landry, C.E., Note: corrected as of date October 31st, 1942, signed H. E. Landry, C.E., traced for showing Subdivision of Section 37, T. 17 S., R. 25 East. Portion of East Section 47, protracted and computed, dated March 11, 1943, signed E. M. Ivy, Reg. C.E.

Being the same property acquired by the Decedent in the Succession of Leon Rojas, Number 322-666, Division "B", Civil District Court, Parish of Orleans,

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registered in COB 175, Polio 297, Parish of Plaquemines, La., and in COB 357, Folio 682, Parish of Jefferson.

Also being the same property acquired by the Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 358, folio 585 of the Jefferson Parish Conveyance Records and in COB ____, FOLIO____, of the Plaquemines Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard registered in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

13.

Made defendants are the following parties:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having a principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E&P Inc., Texaco Inc.,** and **The Texas Company;**

b. **STONE ENERGY CORPORATION** is a foreign corporation having a principal place of business in Louisiana;

c. **HILCORP ENERGY COMPANY** is a foreign corporation having a principal place of business in Texas;

d. **CHEVRON U.S.A. INC.** is a foreign corporation having a principal place of business in California. Chevron U.S.A. Inc. is named as successor in interest to **The California Company;**

e. **THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C.** is a foreign corporation having a principal place of business in Texas. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company;**

f. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having a principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield;**

g. **EXXON MOBIL CORPORATION** is a foreign corporation having a principal place of business in Texas. Exxon Mobil Corporation is named as successor in interest to **Exxon Corporation** and **Humble Oil & Refining Co.;**

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h. **SHELL OIL COMPANY** is a foreign corporation having a principal place of business in Texas;

i. **BP AMERICA PRODUCTION COMPANY** is a foreign corporation having a principal place of business in Texas.. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Production Company**; and

j. **BEPCO, L.P.** is a foreign corporation having a principal place of business in Texas. BEPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass,** and **Perry R. Bass, Inc.; and**

k. **BOPCO, L.P.** is a foreign corporation having a principal place of business in Texas. BOPCO, L.P. is named as successor in interest to **Richardson & Bass (LA ACCT) et al., Perry Bass,** and **Perry R. Bass, Inc.**

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VENUE

14.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained primarily, in Jefferson Parish.

15.

JEFFERSON PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUIT *THE PARISH OF JEFFERSON V. CHEVRON U.S.A. INC., ET AL.*, DOCKET 732-769, DIVISION P (24TH JDC) (FILED NOV. 12, 2013)

The Parish of Jefferson has found the following violations by the Defendants herein as alleged by the Parish in the lawsuit *The Parish of Jefferson v. Chevron U.S.A. Inc., et al.*, Docket 732-769, Division P (24th JDC) (Filed Nov. 12, 2013). The Rojas Plaintiffs' Property is located within and adjacent to the "Operational Area" defined by the Parish in the lawsuit. The subparts below, "a" through "v", include the findings made by the Parish and alleged in its Petition for Damages in that matter:

a.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Lafitte and Three Bayou Bay Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that those activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish.

...

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred.

b.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

c.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5)..,The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone..." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measureable seawater content (under normal weather conditions over a period of years)."La. R.S. 49:214.23(4).

d.

The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

e.

The CZM Laws regulate certain "uses" within the Coastal Zone, La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." ... The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters."

f.

Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

g.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional

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provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

h.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43.I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of the Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of the Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

i.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants on plaintiffs' property have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

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j.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area, ... The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed [.]

k.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP).

l.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:1.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:1.715.D.

m

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

n.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the

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required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.1. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

o.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, et seq., define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I:719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.1. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

p.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limit of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of

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such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore the canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

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q.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

"It is the policy of the coastal resources program to avoid the following adverse impacts . . . :

(4) alterations in the natural concentration of oxygen in coastal waters;
(5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

***

(8) detrimental changes in existing salinity regimes;
(9) detrimental changes in littoral and sediment transport processes;

***

(13) discharges of pathogens or toxic substances into coastal waters;

***

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

***

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;
(19) land loss, erosion, and subsidence;
(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;
(21) reduction in the long term biological productivity of the coastal ecosystem."

r.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214:31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understand Between the Coastal Management Section of the Department of Natural Resources and the*

Office of Conservation of the Department of Natural Resources, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approval local programs."

s.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

t.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. See LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

u.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

v.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area.

ROJAS PLAINTIFFS' ALLEGATIONS

16.

Based upon the foregoing findings by the Parish of Jefferson, particularly Defendants' activities in the Lafitte and Three Bayou Bay Oil and Gas Fields, the above-captioned Rojas plaintiffs allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property.

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This land loss is caused when the activities described above present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands, rendering that soil unsuitable for maintaining its reasonably intended purpose as a protective barrier and as a land capable of sustaining the culture and way of life of the plaintiffs. The Plaintiffs' Property is located within and in proximity to the "Operational Area." A list of Defendants' wells is attached as **Exhibit A.** A list of relevant Coastal Use Permits is attached as **Exhibit B.**

17.

Plaintiffs did not have actual or constructive knowledge of the damages, the causes or the activities of the Defendants until less than one year before the filing of the instant lawsuit. Defendants are jointly and solidarily liable to plaintiffs for the damages alleged herein.

COUNT 1: NEGLIGENCE

18.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

19.

Each of the Defendants' past and continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within the Operational Area and to Plaintiffs' Property, in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, all governing Defendants' respective activities at issue in this action.

20.

Thus, in accordance with Louisiana Civil Code article 2315, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts and/or omissions. The plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands

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creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

21.

In addition, plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

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COUNT 2: STRICT LIABILITY

22.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

23.

Defendants have, or have had, custody and garde of the canals at issue in this action and/or sufficient control over those canals to constitute custody and garde.

24.

Those canals continue to introduce corrosive salt water to the interior coastal lands with increasing volume and velocity, have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in the Operational Area and to Plaintiffs' Property.

25.

Defendants knew or, in the exercise of reasonable care, should have known of that defect in the canals over which they have, or have had, custody and garde. The damage outlined herein could have been prevented by the exercise of reasonable care, yet Defendants failed and continue to fail to exercise such reasonable care.

26.

Thus, in accordance with Louisiana Civil Code articles 2317 and 2317.1, Defendants are strictly liable and bound to redress the damages to plaintiffs and Plaintiffs' Property as caused by Defendants' canals. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and

restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

27.

In addition, the plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

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COUNT 3: PUBLIC NUISANCE

28.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

29.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in the Operational Area and on Plaintiffs' Property, constituting an unreasonable interference with the health, safety, peace, and/or comfort of southeast Louisiana communities as those acts and/or omissions have, and continue to, expose those communities to increased storm surge risk.

30.

That unreasonable interference has been and continues to be a proximate cause of particularized damage to Plaintiffs' Property in the form of the value of land directly lost and the value of economic and life activities attendant to that lost land. This damage is different in kind than that sustained by the public at large.

31.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, all governing Defendants' activities at issue in this action.

32.

That unreasonable interference is continuing to produce effects.

33.

That unreasonable interference is known or knowable by Defendants.

34.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

35.

In addition, plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 4: PRIVATE NUISANCE

36.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

37.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in the Operational Area and on Plaintiffs' Property, all in violation of the standard of care as

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prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, all governing Defendants' activities at issue in this action.

38.

Those acts and omissions constitute a violation of the limitations on use of property and continuing duty not to aggravate the servient estate outlined in Louisiana Civil Code article 667, *et seq.*

39.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care.

40.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

41.

In addition, plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 6: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

42.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

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43.

The express and implied obligations and duties contained in the coastal use permits ("CUPs")[1] identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the Operational Area.

44.

Those provisions and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in the Operational Area, including plaintiffs. Accordingly, those provisions afford plaintiffs third-party beneficiary status.

45.

Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action.

46.

Accordingly, Defendants are in continuing breach of those obligations and duties such that Defendants are bound to redress the damages caused by their breach and sustained by the plaintiffs. The plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

47.

In addition, the plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

[1] Plaintiffs are not making any claims based on federal permits.

IMAGED NOV 14 2014

WHEREFORE, plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Defendants finding that Defendants are liable and indebted to plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

IMAGED NOV 14 2018

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
Fishman, Haygood, Phelps, Walmsley Willis & Swanson, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

PLEASE HOLD SERVICE

IMAGED NOV 14 2014

JONES
SWANSON
HUDDELL &
GARRISON LLC

Kevin E. Huddell
khuddell@jonesswanson.com
ADMITTED IN LOUISIANA

November 12, 2014

Via Fax and Federal Express
Honorable Jon A. Gegenheimer
Jefferson Parish Clerk of Court
200 Derbigny Street
Gretna, LA 70053

IMAGED NOV 14 2014

Re: Sandra Couvillon Borne vs. Chevron U.S.A. Holdings Inc.

Our File No.: 646

Dear Mr. Gegenheimer:

Enclosed please find an original and one copy of a ***Petition for Damages***, that we are requesting be filed into the record of this matter. This pleading was FAX FILED on November 12, 2014. In addition, we have enclosed our firm's check to cover the costs of filing and fax filing this pleading. Upon filing, please send a conformed copy to us in the enclosed self-addressed, stamped envelope.

CODED

Sent 11.14.14 di

Thank you for your assistance. If you should have any questions, please do not hesitate to let me know.

Sincerely,

Kevin E. Huddell

Enclosures

Sender: You must seal flap before shipping.

FedEx Express Package US Airbill 8066 0191 6430

1 From
Date 11/13/14
Sender's Name Kevin B Hudell Phone 504 523-2500
Company JONES, SWANSON
Address 601 POYDRAS ST STE 2655
City NEW ORLEANS State LA ZIP 70130-6004

2 Your Internal Billing Reference NCLE 646

3 To
Recipient's Name Clerk of Court Phone
Company 24th Judicial District Court
Address 200 North Jefferson Street
HOLD Weekday
HOLD Saturday
Address
City Gonzales State LA ZIP 70737

0:16966847

4 Express Package Service
Next Business Day
- [X] FedEx First Overnight
- [X] FedEx Priority Overnight
- [ ] FedEx Standard Overnight

2 or 3 Business Days
- [ ] FedEx 2Day A.M.
- [ ] FedEx 2Day
- [ ] FedEx Express Saver

5 Packaging
- [ ] FedEx Envelope*
- [X] FedEx Pak*
- [ ] FedEx Box
- [ ] FedEx Tube
- [ ] Other

6 Special Handling and Delivery Signature Options
- [ ] SATURDAY Delivery
- [ ] No Signature Required
- [ ] Direct Signature
- [ ] Indirect Signature

Does this shipment contain dangerous goods?
- [X] No
- [ ] Yes
- [ ] Dry Ice
- [ ] Cargo Aircraft Only

7 Payment Bill to
- [X] Sender
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

Total Packages 1 Total Weight Total Declared Value

611

FRI - 14 NOV 10:30A
PRIORITY OVERNIGHT

FedEx TRK# 0215 8066 0191 6430

70053 LA-US MSY

42 MSYA

FID 755182 I3NOV14 MSYA 522C1/616C/6500

Large Pak

744.28

FILE FOR RECORD
2014 NOV 14 PM 2:19
PARISH OF ASCENSION
DEPUTY CLERK

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION "M"**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____

DEPUTY CLERK

SECOND SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this Second Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

FILED

AUG 29 2019

DEPUTY CLERK

EXHIBIT "B"

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

12.

Plaintiffs own an undivided 63.66% interest in all of the following property located in Jefferson Parish within the Lafitte Oil and Gas Field and containing approximately 2,345 acres:

A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:

- Those portions of Sec. 11, lying south of Sec.37;
- Lots 1, 2, and 3 of Sec. 12;
- Lots 2, 3, 4 and 5 and the West half of Sec. 13;
- All of Sec. 14, south of Sec. 37;
- All of Sec. 23;
- All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

> "To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor,

should go due West 2 miles from this iron pipe and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, comer of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast comer of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Ernest Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

13.

The Plaintiffs appear in this matter as:

1. Lessors, assigns, successors-in-interest, and/or third party beneficiaries to certain oil, gas and mineral leases between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendants (and Defendants' predecessors-in-interest); and
2. Landowners, assignees, and successors-in-interest of real property damaged by the oil and gas activities conducted or controlled by the Defendants (and Defendants' predecessors-in-interest) pursuant to mineral leases and amendments.

14.

The following parties are made Defendants:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco Exploration and Production Inc.**, **Texaco Inc.**, and **The Texas Company**; and
b. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield**, **Argo Oil Corporation**, **Sinclair Oil Corporation**, and **Sinclair Oil & Gas Company**.

15.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained, in Jefferson Parish.

16.

Defendants conducted, directed and participated in various oil and gas exploration and production activities as operators and/or working interest owners and/or joint venturers on and near Plaintiffs' property in the Lafitte Oil and Gas Field. Defendants' activities included the dredging and/or alteration of canals and oversight, operation, or construction of various oil and gas facilities, including but not limited to pits, pumps, platforms, pipelines, flowlines, tanks, tank batteries, wells, wellheads, and measuring and disposal facilities. Defendants' dredging and alteration of canals and disposal of produced water into canals and leaking pits have drastically altered the hydrology of the area on and surrounding Plaintiffs' property thereby causing saltwater

intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' property.

17.

A study performed by CH2M Hill in October 2006 for the Louisiana Department of Natural Resources, showed that between 1932 and 1990, more than 40% of the land converted to open water in the hydrologic sub-basin in which Plaintiffs' property is situated, and oil and gas exploration and production operations were determined to be the cause of more than 95% of that loss. Plaintiffs' property has suffered land loss as a direct result of the acts and omissions of Chevron and Atlantic Richfield.

18.

Chevron operated on and adjacent to Plaintiffs' property beginning in the 1930s and continued through the 1990s. Chevron's operations included dredging and altering canals and operating 46 wells on and adjacent to Plaintiffs' property. Chevron's predecessors Texaco Inc. and Texaco Exploration and Production Inc. ("TEPI") each operated the following 31 wells, by serial number:

22629	50487	113131	139220	190658
24015	54269	113751	141061	209714
24288	63454	115167	142264	216402
31801	69396	132568	150027	
39524	79467	136171	153152	
45381	82444	136477	154133	
48919	100285	137970	173734	

19.

TEPI also operated the following seven wells, by serial number:

217600	217683	217810	218945
217666	217744	218456	

20.

On September 2, 1991, Texaco Inc. entered into multiple leases ("1991 Texaco Leases") with Plaintiffs covering 975 acres of Plaintiffs' property. The 1991 Texaco Leases are recorded under entries 9149358, 9149368, and 9149369 of the Conveyance Records of Jefferson Parish. Texaco Inc. had previously entered into a lease with Plaintiffs that covered this same acreage and

had operated wells and conducted oil and gas operations on this acreage from 1947 through 1986. Prior to 1986, Texaco operated the following eight wells, by serial number, on the same lease acreage set forth in the 1991 Texaco Leases:

47549	129668	37407	82807
120171	27441	38905	55565

In 1994, Texaco Inc. assigned the 1991 Texaco Leases to TEPI.

21.

Atlantic Richfield operated on Plaintiffs' property beginning in 1960 pursuant to three leases ("Atlantic Richfield Leases") that were later assigned to Sinclair Oil and Gas Company in 1967:

1. May 28, 1960 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 181264 of the Conveyance Records of Jefferson Parish.

2. January 22, 1962 from Joesephine Rojas to W. W. Bolding, recorded under Entry No. 223624 of the Conveyance Records of Jefferson Parish.

3. March 20, 1962 from John A. Rojas to W. W. Bolding, recorded in Mineral Book 22, Folio 433, of the Conveyance Records of Jefferson Parish.

Atlantic Richfield's operations under the Atlantic Richfield Leases included dredging and altering canals and operating four oil wells beginning in 1960 until July 1988. Atlantic Richfield operated wells, by serial number:

81404	88020	89789	92180

22.

To operate its wells and production facilities, Chevron dredged and used a network of canals on and near Plaintiffs' property, which canals Chevron used to access, construct, and maintain pipelines and related production and exploration facilities.

23.

Atlantic Richfield, in turn, dredged and used a series of canals on Plaintiffs' property, which canals Atlantic Richfield used to access, construct, and maintain pipelines and related production and exploration facilities.

24.

These canals intersect pre-existing natural channels and water bodies, chopping the once thriving and cohesive coastal ecosystem of Plaintiffs' property and neighboring properties into countless smaller, decaying patches.

25.

These canals altered hydrology associated with oil and gas activities and, as such, have been ranked among the primary causes of coastal land loss by the United States Geological Survey. Numerous studies conducted and funded by trade organizations of which both Chevron and Atlantic Richfield are members have concluded that unmaintained canals will result precisely in the loss of land.

26.

These canals and other oil and gas exploration and production activities by both Chevron and Atlantic Richfield cause this land loss when they introduced seawater and other contaminants not native to the coastal land ecosystem into the soil strata of the coastal lands.

27.

In particular, these canals, the introduction of contamination toxic to freshwater marsh, and the associated altered hydrology have been identified as directly contributing to land loss by causing:

- Vegetation die-off;
- Sedimentation inhibition;
- Erosion; and
- Submergence.

28.

Chevron and Atlantic Richfield have both failed to comply with the regulatory and statutory requirements regarding the canals they dredged or own and maintain, which failures continue to transform what was once a stable ecosystem on and near Plaintiffs' property into an

extensive—and expanding—network of large and deep canals that continues to widen and contribute to land loss on Plaintiffs' property.

29.

These non-compliant canals have enabled unnatural and excessive amounts of saltwater intrusion and comprise a highly effective system of coastal landscape degradation, the product of which is an ecosystem so seriously diseased that its complete demise is inevitable if no action is taken.

30.

Both Chevron and Atlantic Richfield also exacerbated direct land loss by failing to maintain the canals and the banks of the canals that they each dredged, have used, or otherwise have overseen. Those acts and omissions, which continue through today, have caused both the erosion of the canal banks and the expansion beyond their originally permitted widths and depths of the canals comprising that network, resulting in the steady infiltration of saltwater into these areas. The consequent ecological degradation of these areas has produced weakened coastal lands and extensive land loss on and near Plaintiffs' property.

31.

Additional oil and gas activities by Chevron and Atlantic Richfield contributing to land loss on and near Plaintiffs' property, include decades of discharge of highly toxic produced water and oil field waste into the canals, freshwater marshes, and bayous on and around Plaintiffs' property, thereby damaging the marsh. In 1986, more than 13 million barrels of produced water was discharged into surface waters at the Lafitte Oil and Gas Field, and Chevron was by far the predominant operator.

32.

These additional oil and gas activities drastically alter the natural hydrological patterns and processes, directly causing the destruction of the coastal landscape.

33.

Further, Chevron's and Atlantic Richfield's oil and gas exploration and production activities have resulted in the contamination of environmental media with oilfield wastes,

including salts, petroleum hydrocarbons, heavy metals, and radioactive material, which further destroys marsh and prevents regrowth.

34.

Chevron and Atlantic Richfield have dredged, used, and bear responsibility for the canals described herein and have engaged in uses of the coastal zone in a manner that does not comply with the standard of care as delineated by their coastal use permits, Louisiana's coastal zone regulations, other sources of Louisiana legal obligations, and other markers of that standard, resulting in damages to Plaintiffs.

35.

Plaintiffs did not have actual or constructive knowledge of the damages caused by Defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

36.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

37.

Both Chevron and Atlantic Richfield knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Chevron and Atlantic Richfield had a duty to protect the Plaintiffs and Plaintiffs' property from these effects. Defendants knew or should have known that altering the hydrology of the area would cause damage to Plaintiffs' property. Defendants had a duty to act with reasonable care to prevent causing damage to Plaintiffs' property. There is an ease of association between Defendants' oil and gas operations conducted on or adjacent to Plaintiffs' property and the physical damage to Plaintiffs' property. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

38.

The acts and omissions of Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around Plaintiffs' property, in violation of the standard of care of reasonably prudent operations.

39.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, Chevron and Atlantic Richfield are bound to redress the damages to Plaintiffs' property as caused by their respective acts and/or omissions. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

40.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 2: STRICT LIABILITY

41.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

42.

Chevron and Atlantic Richfield are strictly liable for their operations that occurred prior to April 16, 1996. Chevron and Atlantic Richfield have had ownership, care, custody, and garde of the canals, and other oil and gas facilities on and around Plaintiffs' property and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

43.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior lands belonging to Plaintiffs with increasing volume and velocity, and have caused, and will

continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around Plaintiffs' property.

44.

Chevron and Atlantic Richfield had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Chevron and Atlantic Richfield had, and have, a legal relationship to the property, comprising rights and duties.

45.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' property.

46.

Louisiana Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he cannot make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Chevron and Atlantic Richfield are liable to Plaintiffs because their acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' property, and such work has caused damage to Plaintiffs' property.

47.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Chevron and Atlantic Richfield are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived Plaintiffs of enjoyment of their land and caused damages described herein: land loss,

increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

48.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Chevron and Atlantic Richfield are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' property as caused by their network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, shoreline protection, and bank stabilization.

49.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 3: NUISANCE

50.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

51.

The acts and/or omissions Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around Plaintiffs' property, all in violation of the standard of care expected of reasonably prudent oil and gas operators in Louisiana's marsh environments.

52.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

53.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care or to repair Plaintiffs' property.

54.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' property. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

55.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 4: BREACH OF LEASE

56.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

57.

The acts and omissions set forth above constitute a breach of the 1991 Texaco Leases and the Atlantic Richfield Leases by Chevron and Atlantic Richfield respectively.

58.

The acts and omissions of Chevron and Atlantic Richfield constitute a breach of the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators.

59.

Chevron and Atlantic Richfield have breached the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators, specifically the standards of Civil Code articles 2683, 2686, 2687, 2688, and 2692 and Mineral Code article 134:

1. Louisiana Civil Code article 2683 requires the lessee . . . "[t]o use the thing as a prudent administrator and in accordance with the purpose for which it was leased . . . ."

2. Louisiana Civil Code article 2686 provides "[i]f the lessee uses the thing for a purpose other than that for which it was leased or in a manner that may cause damage to the thing, the lessor may obtain injunctive relief, dissolution of the lease, and any damages he may have sustained."

3. Louisiana Civil Code article 2687 states that "[t]he lessee is liable for damage to the thing caused by his fault or that of a person who, with his consent, is on the premises or uses the thing."

4. Louisiana Civil Code article 2688 provides that "The lessee is bound to notify the lessor without delay when the thing has been damaged or requires repair, or when his possession has been disturbed by a third person. The lessor is entitled to damages sustained as a result of the lessee's failure to perform this obligation."

5. Louisiana Civil Code article 2692 provides "[t]he lessee is bound to repair damage to the thing caused by his fault . . . and to repair any deterioration resulting from his . . . use to the extent it exceeds the normal or agreed use of the thing."

6. Louisiana Mineral Code, Revised Statute 31:134, provides that "[if] a mineral lease is violated, any aggrieved party is entitled to any appropriate relief provided by law."

60.

Defendants' acts and omissions constitute a failure to act as prudent administrators of the property. Chevron and Atlantic Richfield have failed to repair the damage to Plaintiffs' property caused by their fault. Defendants' use of the Plaintiffs' property to dispose of oilfield waste is a use of the property for a purpose other than that for which it was leased. Chevron and Atlantic Richfield used Plaintiffs' property in a manner that caused a large percentage of Plaintiffs' property to disappear. Through their acts and omissions, Chevron and Atlantic Richfield have caused damage to the property in excess of the normal and agreed use of the property, and are therefore liable to Plaintiffs for the repair of the damage and deterioration of the property. Defendants' acts and omissions damaged the property in violation of the express and implied lease obligations, subjecting Defendants to provide appropriate relief provided by law. Chevron and Atlantic Richfield failed to notify Plaintiffs that Defendants damaged Plaintiffs' property. Plaintiffs have not released Defendants from either the express or implied obligations under the lease.

61.

The acts and omissions constitute negligent and excessive use the Plaintiffs' property during canal dredging and alteration, along with extraction and production operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, Louisiana Revised Statute 31:122.

62.

Defendants' acts and omissions amount to exercise of their rights to Plaintiffs' property excessively and unreasonably and without reasonable regard to the rights of the Plaintiffs in violation of the doctrine of correlative rights of Louisiana Revised Statute 31:11. Defendants are thus strictly liable for all damages flowing therefrom.

63.

To the extent Chevron or Atlantic Richfield are assignees or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities of the prior lessees under each mineral lease.

64.

To the extent Chevron or Atlantic Richfield are assignors, sublessors, assignees, and/or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities under the mineral lease pursuant to Louisiana Revised Statute 31:128 and 31:129.

65.

Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

66.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

67.

Chevron and Atlantic Richfield are jointly and solidarily liable for the damage to Plaintiffs' property.

68.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

69.

Plaintiffs request a trial by jury on all matters triable by a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Chevron and Atlantic Richfield finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances including the cost to restore Plaintiffs' property to its original condition;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
John T. Arnold (#31601)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

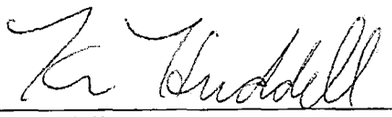
James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
E. Blair Schilling (#35308)
Fishman, Haygood, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have served the above and foregoing Second Supplemental and Amending Petition for Damages on all parties, through their counsel of record, by e-mail, fax, hand delivery, and/or by placing a copy of the same in the United States Mail, postage prepaid and properly addressed, on this the 19th day of April, 2017.



Kevin E. Huddell

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 29 2019
Jandi L. Hondelle
DEPUTY CLERK

FILED: _____ _____
DEPUTY CLERK

MOSAIC'S MEMORANDUM IN SUPPORT OF ITS EXCEPTIONS

Defendant, Mosaic Global Holdings Inc., sued as alleged successor in interest to FMP Operating Company Limited Partnership, Freeport-McMoRan Inc., Freeport-McMoRan Oil & Gas Company, McMoRan Exploration Company and McMoRan Production Company ("Mosaic"),[1] respectfully submits this memorandum in support of its exceptions to the First Supplemental and Amending Petition for Damages filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee and Sarah M. Bumpas ("Plaintiffs" or the "Fasterling Plaintiffs").

Introduction and Factual Background

Plaintiffs originally filed this action on November 10, 2014, and filed their First Supplemental and Amending Petition (the "Petition") on February 6, 2015. According to the Petition, Plaintiffs own six tracts of property, as described in the Petition, in the Bastian Bay Oil and Gas Field, in Plaquemines Parish. Petition at ¶ 7. Plaintiffs sue nine defendants, including Mosaic, alleging that their acts and omissions in conducting oil and gas operations "on and around" Plaintiffs' property caused land loss. *Id.* at ¶¶ 11-12.

[1] *See* First Supplemental and Amending Petition for Damages at ¶ 8(i) (naming Mosaic as a defendant "as successor in interest to FMP Operating Company Limited Partnership, Freeport-McMoRan Inc., Freeport-McMoRan Oil & Gas Company McMoRan Exploration Company and McMoRan Production Company."). Mosaic files its exceptions with full reservation of all substantive and procedural rights.

Plaintiffs premise their claims on alleged Coastal Use Permit violations purportedly committed by defendants by incorporating in their Petition a verbatim recitation of allegations asserted by Plaquemines Parish in a permit enforcement lawsuit, *Parish of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B. (25th JDC), No. 18-5210 (E.D. La.) (stayed) (the "*Hilcorp Parish case*"), pursuant to which the Parish asserts statutory claims for alleged permit violations under the State and Local Coastal Resources Management Act of 1978, La. R.S. 49:214.21, *et seq.* In the Fasterling Plaintiffs' Petition, they label the Parish's allegations in the *Hilcorp Parish case* as "findings" and provide, in Exhibit C to the Petition, a list of the allegedly relevant Coastal Use Permit files that relate to their allegations against defendants.[2]

The list set forth in Exhibit C to the Petition fails to identify Mosaic or any of its alleged predecessors as a permittee or permit applicant with respect to the purportedly "relevant" Coastal Use Permit files. Moreover, Exhibit B to the Petition identifies the "relevant wells"[3] allegedly operated by defendants or their predecessors, listing 24 wells by serial number that Mosaic's predecessors allegedly operated. None of the 24 wells attributed to Mosaic, however, is located on any of the six tracts of property that Plaintiffs describe and assert that they own in the Petition. And Plaintiffs fail to identify in their Petition any contracts, agreements or leases affecting their property to which Mosaic or any of its alleged predecessors (much less any other defendant) is or was a party. Indeed, the Petition fails to assert that any particular defendant violated any specific permit or contractual obligation, much less that any specific harm or land loss resulted from a particular violation or breach allegedly committed by a given defendant.

Rather, after reciting the *Hilcorp Parish case* allegations, the Fasterling Plaintiffs vaguely assert that, "upon information and belief, . . . Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property." Petition at ¶ 11. According to Plaintiffs, the "acts and omissions" of defendants include a "failure to follow the standard of care" under an unspecified "regulatory structure," a failure to follow

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[2] *See* Petition at ¶ 11 ("A list of Defendants' relevant Coastal Use Permits is attached as Exhibit C.") (emphasis omitted).

[3] *See* Petition at ¶ 11 ("A list of Defendants' relevant wells is attached as Exhibit B.") (emphasis omitted).

unidentified "express and implied obligations under the permits," a failure to use unspecified "reasonably prudent operational techniques," a failure to prevent "unreasonable alterations" to an undescribed "surrounding land and marsh," a failure to use unspecified "reasonably prudent waste disposal techniques," and a failure to use unidentified "reasonably feasible alternative methods." *Id.* at ¶ 12.

Following these threadbare wholesale allegations asserted globally against defendants, the Fasterling Plaintiffs assert – without any supporting allegations of fact – tort claims for negligence, strict liability and public and private nuisance, as well as a breach of contract claim under a third-party beneficiary theory, asserting that the Coastal Use Permits "manifest an intent" to confer a benefit on them as property owners. *Id.* at ¶¶ 14-48. The Fasterling Plaintiffs seek injunctive relief in the form of abatement and restoration and recovery of damages for the value of the lost land and current and future economic value of activities that depended on lost land. *Id.* at ¶¶ 47-48. They further assert that defendants' operations have caused cumulative and collective impacts to their property, alleging that defendants are jointly and solidarily liable for the damage to their property. *Id.* at ¶¶ 49-50.

As set forth above, the Fasterling Plaintiffs' Petition mimics the allegations set forth in the *Hilcorp Parish case*, which this Court has already concluded were impermissibly vague, ordering Plaquemines Parish to amend the *Hilcorp Parish case* Petition to cure its deficiencies by providing the factual specificity required by Louisiana pleading standards.[4] Similarly, in a suit nearly identical to this one, brought by private landowner plaintiffs in the 24th Judicial District Court, *Borne v. Chevron U.S.A. Holdings, Inc.*, No. 744-218, Div. M. (24th JDC), Judge Sullivan ordered the landowner plaintiffs, who are represented by the same counsel as the Fasterling Plaintiffs, to amend their Petition to assert their claims with greater specificity. When the *Borne* plaintiffs filed their amended petition to cure vagueness as ordered by the court, they: (a) eliminated nine of the original eleven defendants from the suit, maintaining their claims against only those defendants that had conducted operations directly on their property pursuant to contracts, leases or agreements that affected their property; (b) eliminated their prior recitation of Jefferson Parish's allegations set forth in its suit asserting Coastal Use Permit violations under the State and Local Coastal

[4] Specifically, the Court granted defendants' exceptions of vagueness in a cookie-cutter case filed by Plaquemines Parish, *Parish of Plaquemines v. Rozel Operating Co.*, No. 60-996 Div. B (25th JDC), and subsequently applied that ruling to the *Hilcorp Parish case*.

Resources Management Act; and (c) dismissed their third-party beneficiary breach of contract claim, no longer attempting to assert that Coastal Use Permits manifested an intent to confer a benefit upon them.[5]

For the reasons set forth below, this Court, similarly, should order the Fasterling Plaintiffs to amend their Petition to cure their vague allegations and further should dismiss the Fasterling Plaintiffs' claims for failure to state a cause of action to the extent that Plaintiffs fail to allege that a particular defendant engaged in conduct on their property or that a relevant contractual relationship exists with a particular defendant. Without allegations of conduct on their property or a contract affecting it, Louisiana law does not recognize the causes of action asserted by Plaintiffs in this action.

I. The Petition Is Impermissibly Vague and Fails to Conform to the Minimum Pleading Requirements of Article 891.

A. Applicable Legal Standards.

Louisiana Code of Civil Procedure 891 requires that a plaintiff's petition "shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation." The dilatory exception of vagueness provides a defendant with the method for enforcing the requirements of Article 891.

The dilatory exception of vagueness provides a vehicle through which the defendant may obtain sufficient "notice of the nature of the facts sought to be proved so as to enable him generally to prepare his defense." *AAA Delivery, Inc. v. Airborne Freight Corp.*, 94-346 (La. App. 5th Cir. 11/16/94), 646 So.2d 1113, 118, *writ denied*, 649 So.2d 423 (La. 1995). It further requires the plaintiff to identify the causes of action alleged to bar their re-litigation in future suits. *Id.; see also Roache v. Alpha Technical Servs., Inc.*, 10-1086 (La. App. 5th Cir. 6/29/11), 71 So.3d 520, 523 ("It is fundamental that a petition for damages must give a defendant sufficient notice of the facts sought to be proven against him so as to enable him to prepare a defense."); *Gust v. Green*, 94 1138 (La. App. 1st Cir. 6/23/95), 657 So.2d 610, 614.

Louisiana's pleading standards are not met by conclusory assertions of law or fact. *Delta Bank & Trust Co. v. Lassiter*, 383 So.2d 330, 336 (La. 1980). Rather, the plaintiff must plead the material facts upon which its cause of action is based. *Id.; see also Smith v. Our Lady of the Lake*

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[5] *Compare Borne* original Petition for Damages (attached as Exhibit A) *with Borne* Second Supplemental and Amending Petition for Damages (attached as Exhibit B).

Hosp., Inc., 93-2512 (La. 7/5/94), 639 So.2d 730, 751 (a "fact is 'material' when its existence or nonexistence may be essential to plaintiff's cause of action under the applicable theory of recovery."); *Alexander v. Town of Jeanerette*, 371 So.2d 1245, 1247 (La. App. 3d Cir. 1979) (observing that the petition was "impermissibly vague" on the grounds that the plaintiff failed to indicate "with any particularity . . . the basis for placing responsibility" on the defendant). When a plaintiff fails to allege the factual basis of the claims against each defendant individually, plaintiff's petition is impermissibly vague. *Spell v. Exec. Officers, Dirs. and/or S'holders of P&W Indus., Inc.*, 316 So.2d 474, 476 (La. App. 1st Cir. 1975).

Pursuant to La. Code Civ. Proc. art. 860, "allegations of time and place are material" and must be specifically pled. In addition, Louisiana Code of Civil Procedure article 854, referenced in Article 891, establishes the following requirements for pleadings: "[a]ll allegations of fact of the petition . . . shall be simple, concise, and direct, and shall be set forth in numbered paragraphs. As far as practicable, the contents of each paragraph shall be limited to a single set of circumstances." The requirement that the petition contain short, clear and concise statements of the object of the demand and of material facts is intended to give a defendant sufficient information to enable him to prepare a defense to plaintiff's allegations. *Burton v. Bethelot*, 567 So.2d 649, 655 (La. App. 4th Cir.), *writ denied*, 569 So.2d 989 (La. 1990). A plaintiff is not allowed to make allegations "couched in generalities;" rather, "material facts . . . must be alleged in detail." *Haydell v. Town of Grammercy*, 154 So.2d 504, 505 (La. App. 4th Cir. 1963). Moreover, the plaintiff has the duty to "express his allegations in clear and unmistakable language" and cannot proceed on the basis of "ambiguous and uncertain pleadings." *West Carrol Nat'l Bank v. West Caroll Parish Sch. Bd.*, 136 So.2d 699, 702 (La. App. 2d Cir. 1961).

B. The Petition Fails to State Necessary Material Facts, Falling Far Short of Louisiana's Minimum Pleading Requirements.

Here, the Fasterling Plaintiffs assert their claims by recitation of and reliance on the allegations of Plaquemines Parish in the *Hilcorp Parish case*, which this Court has already concluded were impermissibly vague. Indeed, the allegations in the *Hilcorp Parish case* accused defendants, vaguely and *en masse*, of violating permitting laws in the conduct of their operations but then failed to identify any specific unlawful acts by any particular defendants in violation of any specific permits.

Similarly, although the Fasterling Plaintiffs identify certain wells[6] and Coastal Use Permits in the Exhibits to their Petition and despite their vague assertions that defendants "failed to backfill . . . canals upon the drilling of wells, failed to use injection wells, failed to use proper spoil bank mitigation and maintenance, and failed to manage canals properly,"[7] they fail to plead any facts that attribute any alleged specific act of wrongdoing to any particular defendant and fail to set forth any specific terms of any particular Coastal Use Permits allegedly violated by any of the defendants. Accordingly, while Plaintiffs premise their tort and third-party beneficiary breach of contract claims upon Plaquemines Parish's allegations that defendants committed permit violations, the Fasterling Plaintiffs' Petition fails to identify a single specific permit violation as to any defendant. The Petition therefore lacks any material facts with respect to any particular alleged act of wrongdoing by any particular defendant. Accordingly, Plaintiffs fail to allege anything that would provide notice to defendants regarding which activities they allegedly conducted illegally, where they conducted those activities, when any alleged violations occurred or how any damages to the Fasterling Plaintiffs resulted from defendants' activities. Consequently, Plaintiffs' bare-bones allegations do not come close to satisfying the critical "who, what, where, when and how" factual support for their claims, making those claims patently insufficient under Louisiana law.

Plaintiffs' allegations with respect to Mosaic are particularly deficient. First, none of the 24 wells listed in Exhibit B to the Petition that Plaintiffs attribute to Mosaic is located on any of the six tracts of property that Plaintiffs describe and allege they own in the Petition. Plaintiffs further fail to identify any contracts, agreements or leases with Mosaic or its predecessors that affect their property. Similarly, although Plaintiffs' claims center on alleged Coastal Use Permit violations, they fail to identify a single Coastal Use Permit attributable to Mosaic or its predecessors in their listing of Coastal Use Permit files set forth in Exhibit C to their Petition. In fact, throughout all their allegations, Plaintiffs fail to identify any specific act by Mosaic that allegedly caused them damages or any particular area of land loss that they attribute to an unlawful

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[6] Although the Fasterling Plaintiffs premise their claims on alleged Coastal Use Permit violations asserted by Plaquemines Parish in the *Hilcorp Parish case*, many of the wells they identify in Exhibit B to their Petition were drilled before the permitting program under the Louisiana State and Local Coastal Resources Management Act went into effect in 1980. As a result, any coastal use activities associated with drilling those wells were not subject to the statute's permitting regime. Indeed, 22 of the 24 wells attributed to Mosaic were drilled before the permitting program went into effect, and, accordingly, the activities associated with drilling those wells could not have been conducted in violation of any Coastal Use Permit requirements.

[7] Petition at ¶ 12.

activity conducted by Mosaic. Therefore, overall, Plaintiffs fail to provide Mosaic with any factual information about any activities it or its predecessors conducted that Plaintiffs assert violated the law.

Simply put, the Petition's allegations are far too general to meet the requirements of Article 891. *See Roache*, 71 So.3d at 524 ("In conclusion, we find the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a time period of forty-six years, do not meet the requirements of La. C.C.P. art. 891."). Like *Roache*, the Fasterling Plaintiffs' boilerplate allegations that nine defendants engaged in unspecified permit violations "on or around" their property at unidentified times in unidentified locations and in unidentified ways fail to satisfy Article 891. This Court should grant the exception of vagueness, requiring the Fasterling Plaintiffs to amend their cookie-cutter allegations to plead specific facts regarding the specific acts of each defendant that they challenge as unlawful.

II. The Allegations in the Petition Are Legally Insufficient to State a Cause of Action Against Mosaic.

A. Applicable Legal Standards.

The exception of no cause of action tests the legal sufficiency of the petition, and the Court must determine whether the law affords the remedy requested for the particular harm alleged. *See Everything on Wheels Subaru, Inc. v. Subaru S., Inc.*, 616 So.2d 1234, 1235 (La. 1993). The Court accepts as true only well-pleaded facts. *M.D. Care, Inc. v. Angelo*, 95-2361 (La. App. 4th Cir. 3/20/96), 672 So.2d 969, 970, *writ denied*, 673 So.2d 1039 (La. 1980). As one court instructed, plaintiff's petition "must set forth the ultimate material facts on which the cause of action is based," and it is "insufficient for a petition simply to state factual conclusions without setting forth the facts which support the conclusions." *Kahn v. Jones*, 95-259 (La. App. 3d Cir. 11/2/95), 664 So.2d 700, 704-705. Accordingly, courts properly disregard allegations that are "no more than factual conclusions." *Id.; see also Butler v. Reeder*, 93-764 (La. App. 5th Cir. 3/16/94), 635 So.2d 1206, 1207; *Saxena v. Saxena*, 518 So.2d 1098, 1100 (La. App. 5th Cir. 1987).[8]

[8] In deciding an exception of no cause of action, the court examines whether, on the face of the petition, the law affords a remedy on the facts alleged, and, in making this determination, it is proper for the court to consider exhibits to the petition. *See Leidenheimer v. Schutten*, 194 So. 32, 33 (La. 1940).

B. Plaintiffs' Tort Claims Against Mosaic Are Legally Insufficient.

In their Petition, Plaintiffs assert generalized tort claims of negligence under Louisiana Civil Code article 2315, strict liability under Louisiana Civil Code articles 667, 2317 and 2322, and public nuisance and private nuisance under Louisiana Civil Code article 667.

With respect to their negligence claim, Plaintiffs assert that defendants owed an unidentified duty to conduct their activities in compliance with an unidentified "standard of care" as prescribed in an unspecified "regulatory framework" that defendants allegedly violated by conducting activities "on or near" Plaintiffs' property that "proximately caused" land loss and other damages to Plaintiffs. Petition at ¶¶ 15-16. Therefore, Plaintiffs assert their negligence claim (as well as their other tort claims) by use of conclusory legal labels without any supporting allegations of fact.

With respect to Mosaic, Plaintiffs fail to allege any facts regarding any activities conducted by Mosaic or its predecessors on Plaintiffs' property, and, in fact, not a single well of the 24 wells that Plaintiffs attribute to Mosaic was located on the six tracts of land that Plaintiffs describe and assert that they own in their Petition. In addition, Plaintiffs fail to assert that any contractual relationship existed or exists with Mosaic or its predecessors that would support a duty owed by Mosaic to protect Plaintiffs' property from coastal land loss. Finally, Plaintiffs' listing of Coastal Use Permits files in Exhibit C to their Petition fails to identify any Coastal Use Permits attributable to Mosaic.

Under the facts alleged, Plaintiffs fail to state a cause of action for negligence against Mosaic. Without a factual allegation of any conduct occurring on their property and without a factual allegation of the existence of a contractual relationship, Louisiana law, under the facts alleged, does not recognize the existence of a duty owed by Mosaic to Plaintiffs, which is an essential element of a claim for negligence under La. Civ. Code art. 2315. *Barasich v. Columbia Gulf Transmission Co.*, 467 F. Supp. 2d 676, 690-94 (E.D. La. 2006) (in the absence of contractual relationship that could serve "as a platform for implying a duty" to restore coastal land loss allegedly resulting from oil and gas activities that were not conducted on the plaintiff's property, Louisiana law does not recognize a duty owed by the defendant to protect the plaintiff "from the results of coastal erosion"); *see also Long v. State ex rel. Dept. of Transp. & Dev.*, 916 So.2d 87, 101 (La. 2005) (to state a cause of action for negligence, plaintiff must allege that the defendant had a duty to conform its conduct to a specific standard). Indeed, the Fasterling Plaintiffs' counsel

recognized the legal validity of this point when they amended the Petition in the *Borne* private landowner suit to eliminate the defendants that, like Mosaic here, had not conducted activities on the *Borne* property and did not have any contracts affecting it.

Plaintiffs' claims for strict liability and public and private nuisance are similarly legally insufficient, failing to state a cause of action against Mosaic. Even before the 1996 amendments to Louisiana Civil Code articles 667, 2317 and 2322,[9] Louisiana law required a plaintiff seeking to state a claim for strict liability to allege facts sufficient to support "both damage and causation." *Barasich*, 467 F. Supp. 2d at 689. "Causation" under the pre-1996 versions of these Louisiana Civil Code articles "must be a cause in fact, which means that 'it must have a proximate relation to the harm which occurs, and it must be substantial in character." *Id.* at 689-90 (quoting *Butler v. Baber*, 529 So.2d 374, 378 (La. 1988)).

Under Louisiana law, a plaintiff fails to adequately plead facts sufficient to support the required cause-in-fact element when the plaintiff's petition fails to allege "that the actions of any particular defendant were a substantial factor in causing the injuries suffered" and when the petition fails to assert "a causal connection linking a particular defendant's operations" to a particular injury suffered by the plaintiff. *Barasich*, at 694. In other words, here, Plaintiffs cannot state a cause of action for strict liability against Mosaic "absent a showing of individual causation."[10] *Id.* Falling far short of showing individual causation with respect to Mosaic, the Fasterling Plaintiffs' Petition lacks any allegations specific to Mosaic regarding any particular actions it took that caused injury to Plaintiffs. It further utterly fails to assert the existence of a causal connection that links any operations conducted by Mosaic or its predecessors to any specific

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[9] Plaintiffs assert their strict liability claims under "pre-1996" La. Civ. Code arts. 667, 2317 and 2322. *See* Petition at ¶¶ 20-26.

[10] In addition, to state a satisfactory claim for strict liability under pre-1996 La. Civ. Code art. 667, a plaintiff must assert factual allegations sufficient to show that each individual defendant conducted specific "work" on identified property that is adjacent to or, at the very least, in the vicinity of plaintiff's land and must further allege that the specific work conducted resulted in some particular harm to plaintiff. *Alford v. Anadarko E&P Onshore LLC*, 2015 WL 471596 **8-10 (E.D. La. 2015). To state a satisfactory claim for strict liability under pre-1996 La. Civ. Code arts. 2317 and 2322, a plaintiff must assert factual allegations sufficient to show the responsibility of each individual defendant for a "building" or facility that had a specific "defect" or vice that posed an unreasonable risk of harm and caused plaintiff particular damages. *Id.* While the Fasterling Plaintiffs' Petition asserts general conclusory allegations globally against defendants related to their alleged ownership of "canals" and "facilities" that had alleged unidentified "vices and defects," Petition at ¶¶ 20-25, the Petition lacks any of the necessary specific factual allegations required to satisfy these essential elements of a strict liability claim under Louisiana law.

injury suffered by the Plaintiffs. In fact, the scant facts provided in the Petition establish the lack of any causal connection between Mosaic's predecessors' activities and Plaintiffs' alleged damages because, although Plaintiffs assert that all their claims arise from alleged permit violations, they fail to identify even one Coastal Use Permit attributable to Mosaic. Accordingly, Plaintiffs' failure to allege any facts related to Mosaic to support the requisite cause-in-fact element of their strict liability claims requires the dismissal of those claims for failure to state a cause of action.

Plaintiffs' public and private nuisance claims are equally deficient due to the lack of single allegation that links any activity allegedly conducted by Mosaic's predecessors to any particular harm suffered by Plaintiffs, likewise requiring their dismissal for failure to state a cause of action. *See id.*; *see also Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tennessee Gas Pipeline Co., LLC*, 850 F.3d 714, 731 (5 th Cir. 2015) ("The lack of specificity that plagues" the plaintiff's "servitude claim also makes its nuisance claim little more than a restatement of Louisiana law."). Plaintiffs' nuisance allegations with respect to Mosaic lack any factual specificity whatsoever and thus insufficiently "state factual conclusions without setting forth the facts that support the conclusions." *Kahn*, 664 So.2d at 704-05. In the end, they amount to "little more than a restatement of Louisiana law." 850 F.3d at 731.

C. Plaintiffs' Third-Party Beneficiary Breach of Contract Claim Is Legally Insufficient.

Pursuant to Plaintiffs' third-party beneficiary breach of contract claim, they assert that the "express and implied obligations contained in the coastal use permits" identified in Exhibit C to their Petition " require Defendants not to impair the Operational Area."[11] Petition at ¶ 44. Further, they assert that the provisions "established by law and permit" and the "regulatory framework . . . manifest an intent to confer a direct and certain benefit to property owners in the Operational Area," affording Plaintiffs "third-party beneficiary status." *Id.* at ¶ 45. Because Plaintiffs fail to list any Coastal Use Permits attributable to Mosaic or its predecessors in Exhibit C to their Petition, they fail, at the outset, to state a valid breach of contract claim against Mosaic, and their claim against Mosaic should be dismissed for this reason alone. Further, additional independent reasons require dismissal of their breach of contract claim, as set forth more fully below.

[11] The *Hilcorp Parish case* sets forth a defined "Operational Area," which the Fasterling Plaintiffs vaguely allege "comprises the area in and around Bastian Bay Oil & Gas Field." Petition at ¶ 11.

An exception of no cause of action is the proper procedural device for asserting that the law does not afford a remedy to a plaintiff for a breach of contract claim due to lack of privity or because plaintiff is not an intended third-party beneficiary of a contract. *See Robinson v. N. Am. Royalties, Inc.*, 463 So.2d 1384, 1387–88 (La. App. 3 Cir. 1985) (sustaining no cause of action exception absent privity of contract between plaintiff and defendant); *Pearl River Basin Land & Dev. Co. v. State ex rel. Governor's Office of Homeland Sec. & Emergency Preparedness*, 2009-0084, p. 7 (La. App. 1 Cir. 10/27/09); 29 So.3d 589, 594 (sustaining no cause of action exception where plaintiff failed to state a cause of action as a third party beneficiary to a contract); *see also Niland's Funeral Serv., Inc. v. Stanley*, 96-0378, p. 6 (La. App. 1 Cir. 11/8/96); 684 So.2d 982, 985 ("An exception of no cause of action is a proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract."); *Long v. Jeb Breithaupt Design Build Inc.*, 44,002, p. 17 (La. App. 2 Cir. 2/25/09); 4 So.3d 930, 941–42 (homeowner had no cause of action for breach of contract in action for negligence of subcontractor because homeowner had no privity of contract with subcontractor); *Young v. Branch*, 2010-81, p. 3 (La. App. 5 Cir. 5/25/10); 40 So.3d 1097, 1099 (recognizing "the exception of no cause of action is the proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract").

Because a contract to benefit a third party (a stipulation *pour autrui*) "is never presumed," Plaintiffs bear the burden of pleading and proving both the existence of a contract and that the contract, if any, manifests "a clear intention to benefit [Plaintiffs]." *Joseph v. Hosp. Serv. Dist. No. 2 of Parish of St. Mary*, 2005-2364, p. 9 (La. 10/15/06); 939 So.2d 1206, 1212; *see also* La. Civ. Code art. 1831 ("A party who demands performance of an obligation must prove the existence of the obligation."). Plaintiffs here cannot make the requisite showing to support their breach of contract claim because (1) the permits Plaintiffs seek to enforce are not contracts under Louisiana law, and (2) even if the permits could be viewed as contracts, Plaintiffs are not intended third-party beneficiaries of Coastal Use Permits.

1. Coastal Use Permits Are Not Contracts under Louisiana Law.

The elements of a breach of contract claim are (1) an enforceable obligation, (2) failure to perform, resulting in a breach, and (3) resulting damages to the non-breaching party. *Sanga v. Perdomo*, 14-609, p. 7 (La. App. 5 Cir. 12/30/14), 167 So.3d 818, 822. "A party who demands performance of an obligation must prove the existence of the obligation." La. Civ. Code art. 1831.

Thus, the existence of an enforceable contract is a necessary element of Plaintiffs' third-party beneficiary claims. *See Joseph*, 939 So.2d at 1212; *see also Creely v. Leisure Living, Inc.*, 437 So.2d 816, 820 (La. 1983) (plaintiff could not recover under third-party beneficiary theory because "there was no proof of the existence of an enforceable" agreement upon which to base the claim). To assert a valid cause of action for breach of contract, Plaintiffs must show the Coastal Use Permits they seek to enforce are contracts under Louisiana law. But, as courts in Louisiana and elsewhere have held, permits are licenses, not enforceable contracts.

Louisiana Civil Code article 1906 defines a contract as "an agreement by two or more parties whereby obligations are created, modified, or extinguished." The Louisiana Supreme Court has defined the term "permit" as a "license, revocable at will, granted by a competent authority, by which some restraint or illegality is removed." *Gordy v. Maestri*, 170 La. 281, 288 (La. 1930) (distinguishing contracts and licenses); *see also Comm'n on Ethics for Pub. Emps. v. IT Corp.*, 423 So.2d 695, 703–04 (La. App. 1 Cir. 1982) (characterizing permits as licenses rather than contracts).

Louisiana courts have routinely held that permits are not contracts. *See Toye Bros. Yellow Cab Co. v. Cooperative Cab Co.*, 7 So.2d 353, 354 (La. 1942) (rejecting a taxi company's argument that it had a contract with the City of New Orleans and concluding that "[t]he plaintiff merely has a license or permit" and that "[a] license is not a contract nor property in any constitutional sense."); *Louisiana Oyster & Fish Co. v. Police Jury, Parish of Assumption*, 52 So. 685, 686 (La. 1910) (holding that "[a] license or permit granted under a police regulation is not a contract, and it cannot give rise to vested or proprietary rights."); *Shreveport v. P. Draiss & Co.*, 111 La. 511, 514 (La. 1904) (recognizing that a license is not a contract and that it does not confer a vested right in the licensee). 111 La. 511, 514 (La. 1904).

For this reason, courts have held that permits do not give rise to third-party beneficiary claims. In *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tennessee Gas Pipeline Company, LLC* ("*Levee Board Case*"), the district court held that federal dredging permits—which are directly analogous to the Coastal Use Permits at issue here—are not contracts enforceable under a third-party beneficiary theory. 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015). The district court therefore dismissed the Levee Board's breach of contract claim,

finding the Levee Board "cite[d] no authority . . . for the proposition that the third party beneficiary doctrine applies outside of a contractual relationship." *Id.*[12]

Plaintiffs' assertion here that they, as landowners, are third-party beneficiaries under Coastal Use Permits suffers from the same fundamental flaw as the Levee Board's claim because, under long-standing Louisiana law, a permit is not a contract. In short, under controlling Louisiana Supreme Court authority, permits issued by governmental authorities are not contracts and, therefore, cannot be enforced via a breach-of-contract cause of action and cannot confer benefits on third parties. Plaintiffs' cause of action for breach of contract must be dismissed as a matter of law.

2. Plaintiffs Are Not Intended Third-Party Beneficiaries of Coastal Use Permits.

In nearly a century of federal and state permitting authority under a host of environmental statutes and regulations, no Louisiana court has ever found that a landowner was a third-party beneficiary of a permit issued for oil and gas activities. Even assuming for the sake of argument that a state permit could be viewed as a contract, any benefits conferred under them upon third-parties, like Plaintiffs, would be, at most, incidental.

The Louisiana Supreme Court has articulated three criteria to be considered in determining whether a party stipulated a benefit for a third party: "1) the stipulation for a third party is manifestly clear; 2) there is certainty as to the benefit provided the third party; and 3) the benefit is not a mere incident of the contract between the promisor and the promisee." *Joseph*, 939 So.2d at 1212.

"The most basic requirement of a stipulation *pour autrui* is that the contract manifest a clear intention to benefit the third party; absent such a clear manifestation, a party claiming to be a third party beneficiary cannot meet his burden of proof." *Id.* at 1212 (citing *Paul v. La. State Emps. Grp. Benefit Program*, 99-0897, pp. 7-8 (La. App. 1 Cir. 5/12/00); 762 So.2d 136, 141-42). "[T]o establish a stipulation *pour autrui*, ***the third-party relationship must form the consideration for a condition of the contract, and the benefit may not be merely incidental to the contract.***"

---

[12] The Levee Board did not to appeal the dismissal of this claim. *See Bd. of Comm'rs of Se. La. Flood Prot. Auth.-E. v. Tenn. Gas Pipeline Co., LLC*, No. 15-30162, at x n.2 (5th Cir. May 20, 2015) (Brief of Appellant) ("The Authority does not appeal the dismissal of [the breach of contract] cause of action."). The Fifth Circuit, therefore, did not review the district court's decision to dismiss the Levee Board's third-party beneficiary claim on appeal. *See Bd. of Commissioners*, 850 F.3d 714.

Paul, 762 So.2d at 140 (emphasis added) (citing *Concept Design, Inc. v. J.J. Krebs & Sons, Inc.*, 96–1295, p. 5 (La. App. 4th Cir. 3/19/97); 692 So.2d 1203, 1205–06). A party may "derive a benefit from a contract to which he is not a party without being a third party beneficiary." *Joseph*, 939 So.2d at 1214. In such circumstances, "any benefit created by the contract in favor of the [third party] [is] only incidental." *Id.*

Here, Plaintiffs have not identified and cannot identify any permit provision that reflects any intent to benefit them. Because a stipulation for the benefit of a third party must be "***manifestly clear***," *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267, p. 50 (La. 10/25/11); 79 So.3d 246, 283 (emphasis added), Plaintiffs' inability to point to any manifestation of such intent in any Coastal Use Permit is fatal to their claim. When the performance of a contract creates an indeterminate benefit that accrues to the population at large, the benefit is only incidental and the beneficiaries have no right to enforce the contract. *See id.*; *Joseph*, 939 So.2d at 1214. Plaintiffs' contention that they are third-party beneficiaries of Coastal Use Permits is meritless.

In the *Levee Board Case*, in dismissing the Levee Board's breach of contract claim, the federal district court held not only that permits are not enforceable contracts, but also that, "[e]ven if the permits were construed as contracts . . . [the Levee Board] ha[d] not and [could] not establish that it [was] an intended third party beneficiary under the terms of the permits." 88 F. Supp. 3d at 645–46. As the court concluded, "the permits … were issued for the purpose of complying with federal regulatory schemes," and that "any benefit that might flow to Plaintiff pursuant to the permits is merely incidental." *Id.* at 646. Similarly, here, irrespective of whether Plaintiffs benefited from Coastal Use Permits, Plaintiffs are merely *incidental beneficiaries* of the state coastal management regime without standing to enforce the permits as contracts.

Just like plaintiff in the *Levee Board Case*, Plaintiffs here invite the Court "to erase the legal distinction between intended and incidental beneficiaries, which would create numerous third-party beneficiaries under the so-called contracts." *See* 88 F. Supp. 3d at 646 & n.266 (citing *Kane Enters. v. MacGregor (USA) Inc.*, 322 F.3d 371, 376 (5th Cir. 2003)). The Court should decline Plaintiffs' invitation, grant the exception of no cause of action, and dismiss Plaintiffs' breach of contract claim.

Conclusion

Moasic's exceptions should be granted. Because the Petition is impermissibly vague, Plaintiffs should be ordered to amend it to cure its vagueness by setting forth the necessary material facts to support their claims, absent which the lawsuit should be dismissed. Additionally, under the facts alleged in the Petition with respect to Mosaic, Plaintiffs fail to state a cause of action for tort or breach of contract, warranting full dismissal of all their claims against Mosaic.

Respectfully submitted,

Carl D. Rosenblum (#02083)
Covert J. Geary (#14280)
Alida C. Hainkel (#24114)
Lauren C. Mastio (#33077)
JONES WALKER LLP
201 St. Charles Ave., 49th Floor
New Orleans, Louisiana 70170-5100
Telephone: (504) 582-8000
Facsimile: (504) 582-8011

Attorneys for Mosaic Global Holdings Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading was served on all known counsel of record by electronic mail and/or facsimile and/or U.S. Mail, postage prepaid, this 16th day of August, 2019.

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 20 2019
Jandi L. Mondella
DEPUTY CLERK

FILED: _____ _____
DEPUTY CLERK

MOSAIC'S EXCEPTIONS TO THE PETITION

Defendant, Mosaic Global Holdings Inc., sued as alleged successor interest to FMP Operating Company Limited Partnership, Freeport-McMoRan Inc., Freeport-McMoRan Oil & Gas Company, McMoRan Exploration Company and McMoRan Production Company ("Mosaic"),[1] respectfully excepts to the First Supplemental and Amending Petition for Damages ("Petition") as follows and as set forth in the accompanying memorandum in support.

1.

Dilatory Exceptions of Vagueness and Ambiguity and Nonconformity of the Petition with Article 891 of the Louisiana Code of Civil Procedure

Pursuant to Louisiana Code of Civil Procedure Article 926, Mosaic asserts that Plaintiffs' Petition is impermissibly vague and ambiguous and fails to comply with the requirements of Louisiana Civil Code article 891. In their Petition, Plaintiffs assert vague, conclusory and collective allegations against nine defendants without providing any material facts specific to any particular defendant, without identifying any specific acts of wrongdoing by any of the defendants and without specifying any particular harm that resulted to Plaintiffs caused by any acts of wrongdoing by the defendants. The Petition's excessive vagueness and ambiguity fails to provide Mosaic with sufficient notice of the facts sought to be proven against it so as to enable Mosaic to

[1] *See* First Supplemental and Amending Petition for Damages at ¶ 8(i). Mosaic files its exceptions with full reservation of all substantive and procedural rights.

prepare a defense. Further, the Petition fails to conform to La. Code Civ. Proc. art. 891 by its failure to set forth the material facts related to Plaintiffs' claims against Mosaic.

2.

Peremptory Exception of No Cause of Action

Pursuant to Louisiana Code of Civil Procedure article 927, Mosaic asserts the peremptory exception of no cause of action, seeking the dismissal of all claims asserted against it by Plaintiffs. In their Petition, Plaintiffs assert tort claims of negligence, strict liability and public and private nuisance against Mosaic without alleging any specific facts related to Mosaic as required to support the essential element of a duty owed by Mosaic to Plaintiffs to protect against the harm alleged and without alleging any specific facts related to Mosaic as required to support the essential element of cause-in-fact necessary to show individual causation as to Mosaic. In addition, Plaintiffs' breach of contract claim under a third-party beneficiary theory fails to state a cause of action against Mosaic because: (a) Plaintiffs fail to identify any Coastal Use Permits attributable to Mosaic, (b) permits are not contracts under Louisiana law, and (c) if even Coastal Use Permits could be viewed as contracts, any benefits flowing from them in favor of Plaintiffs are merely incidental.

3.

Adoption of Other Exceptions

Mosaic adopts, under Louisiana Code of Civil Procedure article 853, any and all exceptions pled by the other defendants in this action to the extent that those exceptions apply to Mosaic. In addition, Mosaic reserves the right to urge any additional exceptions based upon facts uncovered through discovery.

Rule 9.8 Statement

Pursuant to Uniform Local Rule 9.8(a), Mosaic states that this matter is not presently set for trial and gives notice that it does not intend to introduce testimony at the hearing in support of the foregoing exceptions. Mosaic reserves the right to introduce testimony upon proper notice to Plaintiffs.

WHEREFORE, Mosaic Global Holdings Inc. prays that its exceptions be granted and that this Plaintiffs' claims be dismissed at Plaintiffs' cost.

Respectfully submitted,

Carl D. Rosenblum (#02083)
Covert J. Geary (#14280)
Alida C. Hainkel (#24114)
Lauren C. Mastio (#33077)
JONES WALKER LLP
201 St. Charles Ave., 49th Floor
New Orleans, Louisiana 70170-5100
Telephone: (504) 582-8000
Facsimile: (504) 582-8011

Attorneys for Defendant,
Mosaic Global Holdings Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading was served on all known counsel of record by electronic mail and/or facsimile and/or U.S. Mail, postage prepaid, this 16th day of August, 2019.

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED: _____ _____
DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing exceptions filed on behalf of Mosaic Global Holdings Inc.;

IT IS HEREBY ORDERED that Plaintiffs show cause on the _____ day of _____, 2019, at _____ _.m., why Mosaic Global Holdings Inc.'s exceptions should not be granted.

This ___ day of _____, 2019, _____, Louisiana.

_____
DISTRICT COURT JUDGE

Please serve Plaintiffs' counsel:

Gladstone N. Jones, III
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
Rose Murray
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, LA 70130

NOTICE OF HEARING

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY AND PEREMPTORY EXCEPTIONS

TO: *DEBORAH D KUCHLER*
KUCHLER POLK SCHELL WEINER & RICHESON LLC
1615 POYDRAS ST SUITE 1300
NEW ORLEANS, LA 70112

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for HEARING for OCTOBER 3, 2019 at 10:30 A.M., 18055 Highway 15, Pointe-a-la-Hache, LA 70082, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 19TH day of AUGUST, 2019.

Kim Turlich-Vaughan
Clerk of Court

_____
Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, August 22, 2019

Judy Hodnett

Deputy Clerk of Court

FOOTERAREA

RULE TO SHOW CAUSE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: DILATORY AND PEREMPTORY EXCEPTIONS

TO: JONES SWANSON HUDDELL & GARRISON
GLADSTONE N JONES
EBERHARD D GARRISON
KEVIN E HUDDELL
EMMA ELIZABETH ANTIN DASCHBACH
BERNARD E BOUDREAUX JR
ANDREW K JACOBY
601 POYDRAS ST SUITE 2655
NEW ORLEANS LA 70130

PARISH OF Plaquemines

YOU ARE HEREBY ORDERED, DIRECTED AND COMMANDED, in the name of the State of Louisiana and this Honorable Court, to show cause before this Court at THE 25TH JUDICIAL DISTRICT COURT, 18055 HWY 15, POINTE-A-LA-HACHE, LA 70082, on the 3RD day of OCTOBER, 2019 at 10:30 AM why you should not comply with all that is contained in the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

WITNESS HIS HONOR, the Honorable CLEMENT, Judge of the 25th Judicial District Court of this 19TH DAY OF AUGUST, 2019.

Filed By: DEBORAS D KUCHLER
(504) 592-0691
ATTY FOR ANADARKO

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett
Deputy Clerk of Court

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Unable to Serve: _____
_____

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____
Mileage $_____
Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 19 2019
DY.CLERK

FILED: _____ _____
DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing Dilatory Exception of Vagueness and/or Ambiguity and Non-Conformity, and Peremptory Exceptions of No Right of Action and No Cause of Action filed on behalf of Anadarko E&P Onshore LLC;

IT IS HEREBY ORDERED that the Plaintiffs show cause on the 3rd day of October, 2019, at 10:30 a.m., as to why these exceptions should not be granted.

~~Belle Chasse~~ Point a la Hache, Louisiana this 19th day of August, 2019.

signed by Michael Clement 08/19/2019 02:46:10 kve/7BGVY

JUDGE

SHERIFF PLEASE SERVE:

Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

FILED FOR RECORD 01/17/2017 16:04:59
Carol Lee K. Hotard, DY CLERK
JEFFERSON PARISH, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

CODED D1 806

DOCKET NO. 744218 **DIVISION: M**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____

_____
DEPUTY CLERK

ORDER

The Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by defendants, Chevron U.S.A. Holdings Inc., Stone Energy Corporation, Hilcorp Energy Company, Chevron U.S.A. Inc., The Louisiana Land and Exploration Company L.L.C., Atlantic Richfield Company, ExxonMobil Corporation, Shell Oil Company, BP America Production Company, BEPCO L.P. and BOPCO, L.P. came before the Court for hearing on December 7, 2016:

Appearing for

Plaintiffs, J. Rock Palermo III and Emma Elizabeth Antin Daschbach;

Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc., Alexandra White and Michael Phillips;

Stone Energy Corporation, Elizabeth Wheeler;

Hilcorp Energy Company, Kelsey Meeks;

The Louisiana Land & Exploration Company, Leigh Ann Schell

Atlantic Richfield Company and BP America Production Company, George Arceneaux

Shell Oil Company, R. Keith Jarrett

ExxonMobil Corporation, Robert McNeal and Martin Stern

BEPCO L.P. and BOPCO L.P., Kelly Ransom

Upon consideration of the exceptions, memoranda in support and opposition, evidence presented and arguments of counsel, the Court, for reasons orally assigned, ruled as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by all defendants are GRANTED, and Plaintiffs are ordered to amend their petition within ninety (90) days of the date of this Order to more particularly plead the material facts

IMAGED JAN 18 2017

FAX

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DEPUTY CLERK

EXHIBIT
1

which are the basis for their claims against each individual defendant, including as required by Louisiana Code of Civil Procedure article 860. Failure to amend accordingly may result in dismissal of this action, without prejudice.

No other exceptions were considered at the December 7, 2016 hearing.

Signed in Chambers, in Gretna, Louisiana, this 19th day of January, 2017.

Honorable Henry G. Sullivan, Jr.
Judge, 24th Judicial District Court

IMAGED JAN 19 2017

CODED

KEAN | MILLER LLP
ATTORNEYS AT LAW

PAMELA ROMAN MASCARI, PARTNER
(225) 382-3446
PAM.MASCARI@KEANMILLER.COM

January 13, 2017

Hon. Henry G. Sullivan
Judge, 24th Judicial District Court
Thomas F. Donelon Courthouse
200 Derbigny St, Suite 4100
Gretna, LA 70053

RE: Sandra Couvillon Borne, et al. v. Chevron U.S.A. Holdings, Inc., et al.,
Case No.: 744-218, Div. "M", 24th JDC, Parish of Jefferson
KM File No. 16457-305

Dear Judge Sullivan:

Enclosed is a proposed order reflecting your ruling at the hearing in this matter on December 7, 2016. Pursuant to Uniform Rule 9.5, I certify that this proposed order was agreed upon by all parties via email circulation with the current form being agreed to by plaintiffs' counsel on January 10, 2017. Accordingly, I respectfully request that you sign the enclosed order and enter it into the record of this proceeding.

Thanks in advance for your consideration.

Very truly yours,

Pamela R. Mascari

PRM
Enclosures

cc: All Counsel of Record (via email, w/ encl.)

7949744_1

AFFIDAVIT OF JAMES G. DIEHL

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority in and for the State of Louisiana, Parish of Lafayette, did personally come and appear James G. Diehl, a person of the full age of majority and to me personally known, who after being duly sworn did depose and state the following:

Qualifications

1. I am a professional landman with over 39 years of experience researching public records, particularly as they pertain to oil and gas matters. I am the owner and manager of Diehl Land Services, a full-service land company that I founded in 1989. I have experience researching oil and gas records maintained by the Louisiana Department of Natural Resources' ("LDNR") Office of Conservation and coastal use permit files—particularly those related to oil and gas activities—maintained by LDNR's Office of Coastal Management. A copy of my *curriculum vitae* is attached as **Exhibit** 1 to this affidavit.

2. I have been accepted as an expert professional landman in court for purposes of attesting to the contents of oil and gas related documents and title documents.

3. The information and opinions set forth herein are within the scope of the professional services I routinely provide to clients, and are based upon documents and information typically relied upon in my profession as a basis for opinions.

Research

4. In connection with the civil action entitled *Charles W. Fasterling v. Hilcorp Energy Company*, pending in the 25th Judicial District Court for the Parish of Plaquemines, Docket No. 61-798, Div. "B", and in accordance with the accepted standards and practices set forth above, I have reviewed the descriptions of the properties that Plaintiffs claim to own ("Plaintiffs' properties"), as set forth in Paragraph 7 of Plaintiffs' First Supplemental and Amending Petition for Damages; coastal use permit files maintained by LDNR's Office of Coastal Management for all coastal use permits listed as associated with BP America Production Company's ("BP") named predecessors-in-interest, Amoco Production Company and Pan American Petroleum Corporation,

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AUG 16 2019
DEPUTY CLERK

EXHIBIT
"2"

in Exhibit C to the Petition; and well records maintained by LDNR's Office of Conservation for all wells listed as associated with BP's named predecessors-in-interest in Exhibit B to the Petition.

Coastal Use Permit Information

5. My research regarding the coastal use permit files listed as associated with BP's predecessors-in-interest in Exhibit C to the Petition revealed the following:

a. Exhibit C to the Petition identifies a total of seven BP-associated coastal use permit files. The files bear the following file numbers:

i. P19890440
ii. P19931004
iii. P19931219
iv. P19941021
v. P19950057
vi. P19961042
vii. P19981118

b. I reviewed the above-listed coastal use permit files, which contained materials related to the application for and issuance of coastal use permits for oil and gas related activities.

c. Review of coastal use permit file P19981118 reflected that the coastal use permit application for the proposed activity discussed in that file had been withdrawn.

d. Review of coastal use permit file P19890440 reflected that LDNR's Office of Coastal Management (at the time, the Coastal Management Division) issued a coastal use permit to Amoco Production Company. The permitted activity may have been performed on or near Plaintiffs' properties, although Amoco's application to the Department of the Army identifies Louisiana Land & Exploration Co. as the property owner or lessee whose property adjoined the waterway where the activity would take place. The activity involved the removal of 12 bulkheads that presented potential hazards to navigation. According to the coastal use permit, removal of the bulkheads did not involve any dredging.

e. With respect to the other five coastal use permit files, I determined based on my review of the permit files that all of the permitted activities occurred in Section 46, T20S-R29E, which is not part of Plaintiffs' properties.

Well Information

6. My research regarding the wells listed as associated with BP's predecessors-in-interest in Exhibit B to the Petition revealed the following:

a. Exhibit B to the Petition identifies a total of twenty-eight wells as associated with BP. The wells bear the following well serial numbers:

i. 70652
ii. 127159
iii. 154712
iv. 71659
v. 139379
vi. 155588
vii. 75130
viii. 140491
ix. 177877
x. 76050
xi. 143994
xii. 217011
xiii. 77274
xiv. 148423
xv. 218116
xvi. 115145
xvii. 149011
xviii. 218117
xix. 66767
xx. 66895
xxi. 67743
xxii. 68693
xxiii. 72840
xxiv. 72872
xxv. 73955
xxvi. 74076
xxvii. 74289
xxviii. 74569

b. I reviewed the well files for the BP-associated wells, which identified the locations of each well.

c. With the assistance of Environmental Scientists at Hydro-Environmental Technology, Inc. ("HET"), I plotted the locations of the wells listed above on a map. On the same map, with the assistance of HET, I plotted the tracts identified as Plaintiffs' properties in Paragraph 7 of the Petition. The map

showing the location of the wells in relation to Plaintiffs' properties is attached as **Exhibit 2**.

d. Comparison of the locations of the twenty-eight wells to Plaintiffs' properties showed that none of the BP-associated wells are located on Plaintiffs' properties.

Conclusion

7. All of the representations in this affidavit are true, correct, and complete to the best of my knowledge and belief.

James G. Diehl

Sworn to before me this 15th day of August, 2019

Deborah L. Hash
Notary Public

My Commission Expires: w/life

DEBORAH L. HASH
NOTARY PUBLIC
PARISH OF Lafayette State of LA
NOTARY NO. 40239

James G. Diehl

P. O. Box 51874
Lafayette, LA 70505-1874
(337) 237-4842

Landman with over 35 years of experience specializing in acquisition of leases, pipelines, and producing oil and gas properties.

PROFESSIONAL EXPERIENCE

1989 – PRESENT:
Own, supervise and manage "Diehl Land Services," a full service land company providing numerous services, including title research, lease acquisition, seismic permitting, pipeline acquisition, area checks, digitized mapping, mineral histories, abstracting, title curative and due diligence. Clients include companies of varying sizes.

1995 – PRESENT:
Owner of "Fleetwood Resources, Inc." and instrumental in putting numerous drilling prospects in the South Louisiana area with companies of varying sizes. Writing and negotiating Letter Agreements, Farmouts, Assignments, Unitization, Seismic Reviews, Confidentiality Agreements and/or Joint Operating Agreements.

1980 – 1989:
Independent landman working on various projects in six states. Work included title research, lease acquisition, pipeline acquisition, managing crews of other landmen, due diligence and writing reports.

PROFESSIONAL EDUCATION/ASSOCIATIONS

B.S. in Special Education, Wayne State University
Obtained *Certified Professional Landman* status in 1986
Member of *American Association of Professional Landmen* (AAPL)
Member of *Lafayette Association of Professional Landmen* (LAPL)
Past Regional Director to AAPL
Past President of LAPL
Past Vice-President of LAPL
Past Head of the Ethics Committee of LAPL

EXHIBIT
"1"

FILED
AUG 16 2019
DEPUTY CLERK

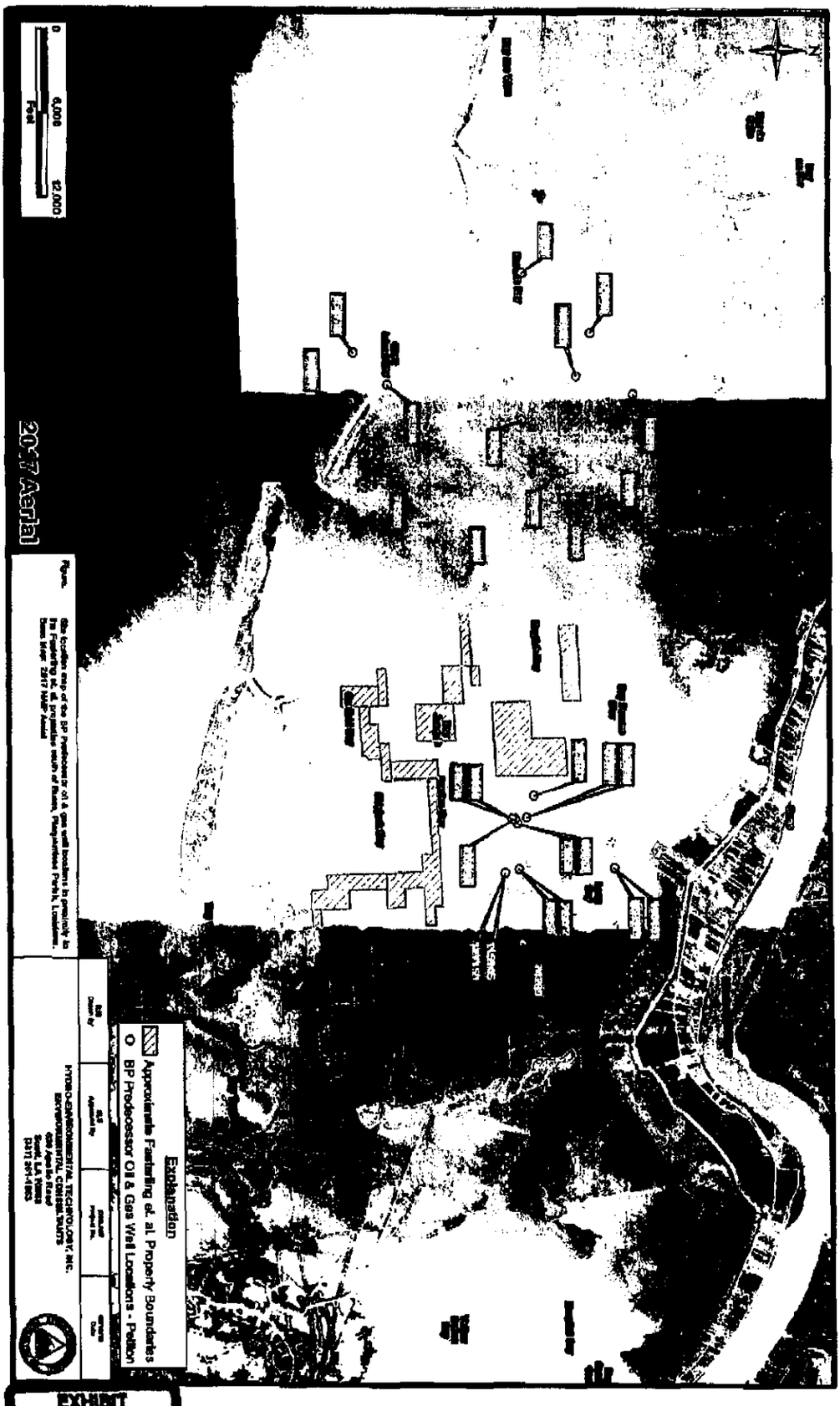

2017 Aerial
0
4,000
8,000
Feet
Explanation
Approximate Feathering et. al. Property Boundaries
BP Predecessor Oil & Gas Well Locations - Petitcn
HYDRO-ENVIRONMENTAL TECHNOLOGY, INC.
ENVIRONMENTAL CONSULTANTS

EXHIBIT
"2"

LISKOW&LEWIS
A Professional Law Corporation

822 Harding St.
P. O. Box 52008
Lafayette, LA 70503
(337) 232-7424 Main
(337) 267-2399 Fax

www.Liskow.com

Fax Transmittal

To:	Clerk of Court ATTN: LANA	**Total No. of Pages:**	//
		Date/Time Sent:	**August 16, 2019**
Company:	25th JDC – Plaquemines Parish	**Client/Matter No.:**	
Fax No.:	(504) 934-6629		

From: Marsha Boyd w/ Emily C. Borgen's office
Direct No.: 337-267-2320 (direct dial)
E-mail: mboyd@liskow.com

Re: *Charles W. Fasterling, et al*
v. Hilcorp Energy Company, et al
25th JDC, Plaquemines Parish
No. 61-798 Div. "B"

Peremptory Exceptions (1st page only) with exhibits

Marsha Boyd
337-232-7424
mboyd@liskow.com

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FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: EMILY C BORGEN
LISKOW & LEWIS
822 HARDING ST
PO BOX 52008
LAFAYETTE, LA 70505

VIA FAX: 337.267.2399

THIS IS TO CERTIFY that a PEREMPTORY EXCEPTION, RULE & MEMO - EXHIBITS TO FOLLOW was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 17 total pages were received and marked filed on August 16, 2019 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Monday, August 19, 2019.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

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B. ***Within seven days****, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

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(2) The applicable filing fee, if any.

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FOOTERAREA

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Sent: Monday, August 19, 2019 12:25 PM
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Subject: FaxFinder Fax Notification: Successfully sent fax to 913372672399
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BP America Production Co
61-798 B
Peremptory Exception

Create Time: 08/19/2019 12:09:25 PM
Schedule Time: 08/19/2019 12:24:48 PM
State: sent
Schedule Message: Successfully sent fax
Hangup code: 0
Try #: 3
Username: clerk25th
Sender name: Clerk of Court
Sender email: fax@clerk25th.com
Sender phone: 504-934-6610
Sender fax: 504-934-6629
Sender org: Clerk of Court
Subject:
Max tries: 3
Try interval: 300
Priority: 3
Pages: 2
Recipient fax: 913372672399
Recipient phone: 913372327424
Recipient name: MARSHA BOYD
Recipient org:
Use cover page: true
Receipt: always
Print receipt: never
Print receipt printer:
Print receipt first page: false
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25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61798 DIVISION: B

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED: _____ _____
DEPUTY CLERK

FILED
AUG 16 2019
DEPUTY CLERK

MEMORANDUM IN SUPPORT OF PEREMPTORY EXCEPTIONS
ON BEHALF OF BP AMERICA PRODUCTION COMPANY

Defendant BP America Production Company ("BP")[1] submits this memorandum in support of its peremptory exceptions.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

Plaintiffs seek to contractually enforce some 132 coastal use permits that the State of Louisiana issued to various oil and gas companies. Plaintiffs' breach of contract claims against Defendants fail as a matter of law because coastal use permits are not enforceable contracts and Plaintiffs cannot enforce these permits under any legal theory. Separately, Plaintiffs also fail to state a cause of action for breach of contract against BP because none of the permits purportedly issued to BP relate to activities on or impacting Plaintiffs' properties. Plaintiffs' claims for breach of contract as third-party beneficiaries should be dismissed with prejudice.

I. Adoption of Chevron's Argument

BP adopts the arguments set forth in the memorandum in support of Chevron U.S.A. Inc.'s and Chevron U.S.A. Holdings Inc.'s ("Chevron") peremptory exception of no cause of action, which establish that coastal use permits are *not* contracts.[2] Plaintiffs' allegations that Defendants violated coastal use permits, therefore, cannot supply a cause of action for breach of contract.[3]

---

1 For purposes of this memorandum, references to BP include its alleged predecessors, Amoco Production Company and Pan American Petroleum Corporation. *See* First Supplemental and Amending Petition ¶ 8.

2 *See* Memorandum in Support of Dilatory and Peremptory Exceptions on Behalf of Chevron Defendants at 13-20 [hereinafter "Chevron Mem."].

3 *See id.* at 13-17. A nearly identical attempt to enforce federal dredging permits under a third-party beneficiary theory was rejected by the U.S. District Court for the Eastern District of Louisiana in *Board of Commissioners of Southeast Louisiana Flood Protection*

Further, even if permits could be considered "contracts" (which they cannot), Plaintiffs here are not third-party beneficiaries of those permits.[4] For these reasons, Plaintiffs do not state a cause of action for breach of contract against any Defendant. Moreover, as to BP, the Court need not even reach these legal issues, as Plaintiffs fail to identify any BP permit that could even purport to be a contract related to Plaintiffs' properties.

II. The Petition Alleges No Facts to Support a Breach of Contract Claim Against BP.

A cause of action, for purposes of the peremptory exception, "is defined as the operative facts that give rise to [a] plaintiff's right to judicially assert [an] action against the defendant." *Ramey v. DeCalre*, 03-1299, p. 7 (La. 3/19/04); 869 So. 2d 114, 118. "The function of the peremptory exception of no cause of action is to test the legal sufficiency of the petition . . . by determining whether the law affords a remedy on the facts alleged in the pleading." *Id.*

Here, the only purported "operative facts"[5] for Plaintiffs' third-party beneficiary contract claims are alleged breaches of the coastal use permits ("CUPs") listed in Exhibit C to the First Supplemental and Amending Petition for Damages ("Petition"). *See* Petition ¶ 46 (alleging breach of contract for "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"); Petition, at Exh. C. Plaintiffs fail to allege which "express and implied obligations and duties" Defendants allegedly violated, or even which specific CUPs allegedly were violated.

Authority-East v. Tennessee Gas Pipeline Co., LLC, 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015), *aff'd*, 850 F.3d 714 (5th Cir. 2017). The Court held that the permits were not contracts enforceable on a third-party beneficiary theory. *Id.* 645-46 & & 645 n.259.

[4] *See* Chevon Mem. at 17-20. Plaintiffs' counsel filed similar petitions in February 2015 in three other cases on behalf of plaintiffs-landowners who, like the Plaintiffs here, asserted claims for breach of contract as third-party beneficiaries against oil and gas companies. In *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC, the plaintiffs-landowners abandoned their claims of breach of contract as third-party beneficiaries after they were ordered to amend their petition following the Court's grant of defendants' dilatory exceptions of vagueness. The Court had deferred ruling on the peremptory exceptions of no cause of action as to the plaintiffs' breach of contract claims. *See* Order at 1-2, *Borne v. Chevron U.S.A. Holdings Inc.*, No. 744-218, Div. "M", 24th JDC (Jan. 19, 2017) (attached as Exhibit "1").

[5] Of course, an unexplained list of 132 permits is not a statement of "operative facts," as detailed in BP's Dilatory Exception of Vagueness, Ambiguity, and Nonconformity of the Petition with Article 891. Nor are bald allegations of breach of contract sufficient to state a cause of action, since "conclusions of law asserted as facts are not considered well-pled allegations of fact." *Walton Constr. Co. v. G.M. Horne & Co.*, 07-0145, p. 6 (La. App. 1 Cir. 2/20/08); 984 So. 2d 827, 832.

Moreover, of the 132 coastal use permit files listed in Exhibit C to the Petition, only seven are attributed to BP. *See* Petition, at Exh. C. However, ***six of these seven permit files do not relate to activities on Plaintiffs' properties.***[6] The only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties simply authorized the removal of potential navigation hazards in water (without dredging) and therefore bears no relation to Plaintiffs' claims for damage to their properties.[7] Because nothing even purporting to be a contract with BP is at issue in Plaintiffs' claims alleging harm to their properties, Plaintiffs state no cause of action against BP for breach of contract. *See Borning v. Saia*, 517 So. 2d 492, 493 (La. App. 1 Cir. 1987) (finding that plaintiff "failed to set forth sufficient grounds to establish a cause of action in contract" where "the pleadings and affidavits establish[ed] without contradiction that there was no contract between plaintiff and [defendants]"); *Larkin v. First of Ga. Underwriters*, 466 So. 2d 655, 656-57 (La. App. 5 Cir. 1985) (holding that the trial court properly sustained an exception of no cause of action where "there was no contract between [defendant] and plaintiff"); *cf. Tidewater, Inc. v. Baldwin-Lima Hamilton Corp.*, 410 So. 2d 355, 357 (La. App. 4 Cir. 1982) (holding that plaintiffs' cause of action was not governed by the prescriptive period for an action based on breach of contract where "no such contract [was] found in any of the documents included in the record"). Accordingly, as Plaintiffs fail to state a cause of action, the Court should dismiss Plaintiffs' breach of contract claims against BP.

PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION

In the Petition, Plaintiffs purport to own certain tracts of land in Plaquemines Parish. Petition, ¶ 7. These tracts comprise only a small portion of the much larger, arbitrarily drawn geographic area ("Operational Area") that Plaquemines Parish defined in its Petition in *Parish of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. "B", 25th JDC (Nov. 8, 2013). *Compare* Petition ¶ 7, *with* Petition ¶ 10. Nonetheless, Plaintiffs assert that Defendants' activities have caused "cumulative impacts to the Operational Area and Plaintiffs' Property," and they seek "restoration to the area as a whole." Petition ¶¶ 49-50. Plaintiffs lack standing to assert such

---

[6] *See* Affidavit of James G. Diehl (attached as Exhibit "2") ¶ 5. Indeed, one of the seven coastal use permit files attributed to BP relates to a coastal use permit application that was ultimately withdrawn. *See id.* ¶ 5(c).

[7] *See id.* ¶ 5(d).

claims, which are premised on harm to the Operational Area at large. Their claims must instead be limited to the tracts that they allegedly own.

I. Plaintiffs Must Have a Real and Actual Interest in the Properties For Which They Seek Damages and Restoration

An objection to a plaintiff's standing is raised through the peremptory exception of no right of action. La. Code Civ. Proc. art. 927(A)(6); *see Cat's Meow, Inc. v. City of New Orleans*, 98-0601, p. 18 (La. 10/20/98); 720 So. 2d 1186, 1199 n.20 ("The exception of no right of action questions the plaintiff's standing or interest to bring suit."). "The function of the exception of no right of action is to determine whether [a] plaintiff belongs to the class of persons to whom the law grants the cause of action asserted in the suit." *La. Paddlewheels v. La. Riverboat Gaming Comm'n*, 94-2015, p. 4 (La. 11/30/94); 646 So. 2d 885, 888. "[T]he exception of no right of action is 'a threshold device for terminating a suit brought by one without legal interest to assert it.'" *Babineaux v. Pernie-Batley Drilling Co.*, 262 So. 2d 328, 334 (La. 1972) (quoting *Bielkiewicz v. Rudisill*, 201 So. 2d 136, 142 (La. App. 3 Cir. 1967)). "Evidence may be received under the exception of no right of action for the purpose of showing that the plaintiff does not possess the right he claims or that the right does not exist." *Teachers' Ret. Sys. of La. v. La. St. Emps.' Ret. Sys.*, 456 So. 2d 594, 597 (La. 1984) (quoting *Hargroder v. Columbia Gulf Transmission Co.*, 290 So. 2d 874, 875 (La. 1974)); *Babineaux*, 262 So. 2d at 334 ("[E]vidence is admissible . . . in order to disprove the allegations in the pleadings.").

Article 681 of the Louisiana Code of Civil Procedure provides that an action can be brought only by a person having a real and actual interest which he asserts. "A tortfeasor who causes injury or damage to a real right in property owes an obligation to the owner of the real right. This relationship . . . provides *to the owner* of the real right a *personal right* to sue the tortfeasor for damages." *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 10-2267, p. 43 (La. 10/25/11); 79 So. 3d 246, 279 (emphases added). In contrast, a party without an ownership interest in the property that was allegedly harmed does not have a right of action for damage to that property. *See Inabnet v. Exxon Corp.*, 93-0681, p. 21 (La. 9/6/94); 642 So. 2d 1243, 1255 ("[T]he party with the real and actual interest in restoring or rebuilding the damage caused by the [defendant's activity] in this case was the owner [of the damaged property] . . . ."); *Byrd v. Int'l Paper Co.*, 594

So. 2d 961, 962 (La. App. 3 Cir. 1992) (holding in a property damage suit that petitioner "had no right of action since there [was] no evidence in the record that he owned the property").

II. Because Plaintiffs' Claims Against BP Allege Damage to Property that Plaintiffs Do Not Own, Plaintiffs Have No Right of Action Against BP

Here, the only property that Plaintiffs claim to own are the tracts identified in Paragraph 7 of the Petition. Petition ¶ 7. Yet Plaintiffs' allegations expand well beyond those tracts, to the entire Operational Area identified in *Hilcorp*. *See* Petition ¶¶ 49-50. Plaintiffs seek "restoration to the area as a whole" and "[i]njunctive relief in the form of abatement and restoration of the coastal land loss at issue." Petition ¶ 50 & Prayer for Relief (c). But Plaintiffs have no ownership interest in the property beyond the tracts identified in the Petition. *See* Petition ¶ 7. They therefore have no right of action as to the property outside the bounds of those tracts, including the property in the remainder of the Operational Area. *See Byrd*, 594 So. 2d at 962; *see also Inabnet*, p. 21; 642 So. 2d at 1255.

With respect to BP, Plaintiffs have no right of action at all. Plaintiffs allege that BP's activities associated with the wells and coastal use permits identified in Exhibits B and C of the Petition "caused damage and land loss." *See* Petition ¶ 11 & Exhs. B-C. But six of the seven coastal use permit files attributed to BP in Exhibit C do not relate to activities conducted on Plaintiffs' properties.[8] And the only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties authorized the removal of potential navigation hazards in water (without dredging) and bears no relation to Plaintiffs' claims for damage to their properties.[9] Moreover, of the wells attributed to BP in Exhibit B to the Petition, none are located on Plaintiffs' properties.[10] Because Plaintiffs' claims against BP are premised on activities that did not take place on or impact their properties, Plaintiffs lack standing to pursue those claims. As Plaintiffs have no right of action as a matter of law, the Court should dismiss the claims against BP.

CONCLUSION

For the reasons stated herein and as set forth in the memorandum in support of Chevron U.S.A. Inc.'s and Chevron U.S.A. Holdings Inc.'s peremptory exception of No Cause of Action,

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8 *See* Exh. 2, at ¶ 5.
9 *See id.* ¶ 5(d).
10 *See id.* ¶ 6.

the law solidly refutes Plaintiffs' arguments (1) that permits are contracts (2) of which Plaintiffs are third-party beneficiaries. Independently, Plaintiffs fail to state a cause of action for breach of contract against BP because no BP permits are implicated by Plaintiffs' claims for harm to their properties.

Plaintiffs also have no right of action as to their breach of contract claim and any of their remaining claims to the extent that their claims are premised on harm to property in the Operational Area that they do not own. Because Plaintiffs' claims against BP are premised solely on activities that did not take place on or impact Plaintiffs' properties, they have no right of action with respect to any of their claims against BP.

Because Plaintiffs have not stated a cause of action for breach of contract against BP, and because Plaintiffs do not have a right of action for that claim or for any of their remaining claims against BP, Plaintiffs' claims against BP should be dismissed with prejudice, at Plaintiffs' cost.

Respectfully submitted:

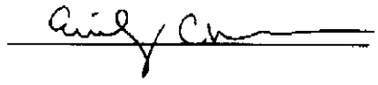
George Arceneaux III (#17442)
Brian W. Capell (#32381)
Emily C. Borgen (#35441)
LISKOW & LEWIS
822 Harding Street
P.O. Box 52008
Lafayette, Louisiana 70505
Telephone: (337) 232-7424
Facsimile: (337) 267-2399
Email: garceneaux@liskow.com
Email: bwcapell@liskow.com
Email: ecborgen@liskow.com

Joe B. Norman (#8160)
LISKOW & LEWIS
One Shell Square
701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
Telephone: (504) 581-7979
Facsimile: (504) 556-4108
Email: jbnorman@liskow.com

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepaid, this 16th day of August 2019.



25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

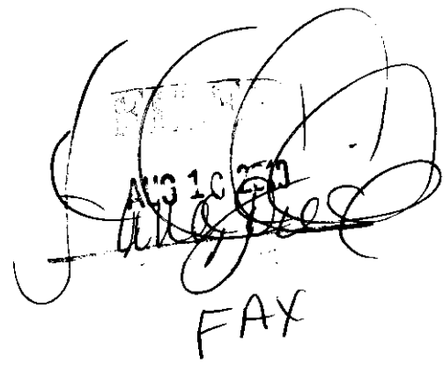
STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.



FILED:_____ _____

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PEREMPTORY EXCEPTIONS ON BEHALF OF
BP AMERICA PRODUCTION COMPANY

NOW INTO COURT, through undersigned counsel, comes Defendant BP America Production Company ("BP"), which asserts the Peremptory Exceptions of No Cause of Action and No Right of Action as follows:

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

1.

Plaintiffs' contract claims are based solely on alleged breaches of coastal use permits ("CUPs") listed in Exhibit C to Plaintiffs' First Supplemental and Amending Petition for Damages ("Petition"). *See* Petition ¶ 46 (alleging "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"); Petition, at Exh. C. In those claims, Plaintiffs seek damages for alleged harm to their properties, as well as abatement and restoration of their properties. *See* Petition ¶¶ 44, 47-48.

2.

However, six of the seven CUP files attributed to BP in Exhibit C to the Petition do not relate to activities on Plaintiffs' properties. *See* Petition, at Exh. C. And the only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties authorized the removal of potential navigation hazards in water (without dredging) and bears no relation to Plaintiffs' claims for damage to their properties. This ends the inquiry. Plaintiffs cannot state a cause of action against BP for breach of contract, because nothing even purporting to be a contract with BP is at issue in Plaintiffs' claims.

3.

Accordingly, for the reasons set forth in the peremptory exception of No Cause of Action filed by Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc.—permits are not contracts, and these Plaintiffs are not the intended beneficiaries of the permits—which arguments are adopted and incorporated herein, Plaintiffs have no cause of action to assert contract claims based on the alleged breach of coastal use permits against BP.

PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION

4.

Pursuant to Article 927 of the Louisiana Code of Civil Procedure, BP asserts the peremptory exception of no right of action as to Plaintiffs' claims for alleged damage to property other than that owned by Plaintiffs in the "Operational Area."

5.

Although Plaintiffs only own a small percentage of the property located in the Operational Area—specifically, the property described in Paragraph 7 of the Petition—Plaintiffs purport to seek "restoration to the area as a whole." *See* Petition ¶ 50; *see also* Petition ¶ 7.

6.

As to BP, Plaintiffs allege only that BP operated the wells listed in Exhibit B to the Petition and conducted activities pursuant to the coastal use permits listed in Exhibit C to the Petition, and that BP's actions related to those wells and coastal use permits purportedly "caused damage and land loss." *See* Petition ¶ 11 & Exhs. B-C. But none of the wells attributed to BP in the Petition are located on Plaintiffs' property, and six of the seven coastal use permit files attributed to BP do not relate to activities on Plaintiffs' properties. The only coastal use permit file that could arguably relate to an activity on or near Plaintiffs' properties authorized the removal of potential navigation hazards in water (without dredging) and bears no relation to Plaintiffs' claims for damage to their properties.

7.

Because Plaintiffs do not have a real and actual interest in land that they do not own, Plaintiffs have no right of action related to claims for harm to land beyond their properties pursuant to Louisiana Code of Civil Procedure Articles 681 and 927(A)(6).

8.

Further, because Plaintiffs' claims against BP are premised on activities that did not take place on or impact property that Plaintiffs own, Plaintiffs have no right of action as to any of their claims against BP, and those claims must be dismissed.

ADOPTION OF OTHER EXCEPTIONS

9.

As authorized by Louisiana Code of Civil Procedure Article 853, BP adopts all exceptions pled by any and all defendants herein, to the extent those exceptions apply to BP. BP reserves the right to urge any additional exceptions based upon facts uncovered through the course of discovery.

RULE 9.8 STATEMENT

Pursuant to Uniform Local Rule of Court 9.8(a), BP states that this matter is not presently set for trial and gives notice that it does not intend to introduce live testimony at the hearing in this matter in support of the foregoing exception. BP reserves the right to introduce live testimony upon proper notice to Plaintiffs.

WHEREFORE, BP America Production Company prays that its exceptions be deemed good and sufficient, and that after due proceedings are had, there be:

1. Judgment rendered sustaining its Exception of No Cause of Action, and dismissing Plaintiffs' breach of contract claim against BP America Production Company, at Plaintiffs' cost;
2. Judgment rendered sustaining its Exception of No Right of Action, and dismissing Plaintiffs' remaining claims against BP, at Plaintiffs' cost; and
3. Judgment awarding all appropriate relief in law and equity.

Respectfully submitted:

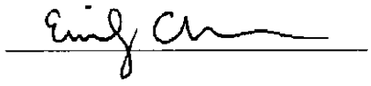
George Arceneaux III (#17442)
Brian W. Capell (#32381)
Emily C. Borgen (#35441)
LISKOW & LEWIS
822 Harding Street
P.O. Box 52008
Lafayette, Louisiana 70505
Telephone: (337) 232-7424
Facsimile: (337) 267-2399
Email: garceneaux@liskow.com
Email: bwcapell@liskow.com
Email: ecborgen@liskow.com

Joe B. Norman (#8160)
LISKOW & LEWIS
One Shell Square
701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
Telephone: (504) 581-7979
Facsimile: (504) 556-4108
Email: jbnorman@liskow.com

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepaid, this 16th day of August 2019.



FAX

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED:_____ _____

DEPUTY CLERK

RULE TO SHOW CAUSE

CONSIDERING the foregoing Peremptory Exceptions filed by BP America Production Company;

IT IS HEREBY ORDERED that the exceptions be and hereby are set for hearing on the _____ day of _____, 2019, at ___ o'clock __.m., where Plaintiffs are hereby ORDERED to show cause why the exceptions should not be granted and Plaintiffs' claims dismissed with prejudice, at Plaintiffs' cost.

THUS DONE AND SIGNED on this ____ day of _____, 2019, at _____, Louisiana.

_____

DISTRICT JUDGE

SHERIFF PLEASE SERVE:

Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

LISKOW&LEWIS
A Professional Law Corporation

822 Harding St.
P. O. Box 52008
Lafayette, LA 70503
(337) 232-7424 Main
(337) 267-2399 Fax

www.Liskow.com

Fax Transmittal

To:	Clerk of Court	**Total No. of Pages:**	17
Company:	25th JDC – Plaquemines Parish	**Date/Time Sent:**	**August 16, 2019**
Fax No.:	(504) 934-6629	**Client/Matter No.:**	

From: Emily C. Borgen, Esq.
Direct No.: 337-232-7424 (Main)
E-mail: ecborgen@liskow.com

Re: *Charles W. Fasterling, et al*
v. Hilcorp Energy Company, et al
25th JDC, Plaquemines Parish
No. 61-798 Div. "B"

Pursuant to La. R.S. 13:850, we are filing the attached pleading by facsimile transmission, and we respectfully request that you please transmit a receipt of transmission and an invoice for filing fees to us at 337-267-2399 attention, Marsha Boyd We will in turn send the original by Federal Express along with our firm check.

If you have any questions, please do not hesitate to call.

Marsha Boyd
337-232-7424
mboyd@liskow.com

The information contained in this facsimile message is legally privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.
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LISKOW&LEWIS
A Professional Law Corporation

822 Harding Street
Post Office Box 52008
Lafayette, LA 70505
(337) 232-7424 Main
(337) 267-2399 Fax

One Shell Square
701 Poydras Street, Suite 5000
New Orleans, LA 70139
(504) 581-7979 Main
(504) 556-4108 Fax

1001 Fannin Street
Suite 1800
Houston, TX 77002
(713) 651-2900 Main
(713) 651-2908 Fax

www.Liskow.com

August 16, 2019

Emily C. Borgen
ecborgen@Liskow.com

Via Facsimile
504-934-6629

Honorable Kim Turlich-Vaughan
Clerk of Court – Plaquemines Parish
301 Main Street
Belle Chasse, LA 70037

Re: *Charles W. Fasterling, et al vs. Hilcorp Energy Company, et al*
25th Judicial District Court
Plaquemines Parish, Louisiana
Docket No. 61798, Div. B

Dear Ms. Turlich-Vaughan:

Enclosed please find for fax filing Dilatory Exceptions on Behalf of BP America Production Company as well as Peremptory Exceptions on Behalf of BP America Production Company. Please send us an acknowledgment of fax filing along with the costs incurred. We will send our originals via Federal Express, along with our firm check to cover the filing fees. The original exhibits will be sent via Federal Express as they were too voluminous to fax file.

We ask that you please stamp the copies with your stamp reflecting date and time of filing and return same to us in the enclosed, self-addressed envelope. The additional copies are for service.

Your usual courtesies and assistance are sincerely appreciated.

Sincerely,

Emily C. Borgen

ECB:mb
Enclosures

August 16, 2019

cc: Gladstone N. Jones, III, Esq./Eberhard D. Garrison, Esq./Kevin E. Huddell, Esq./Emma Elizabeth Antin Daschbach, Esq./Andrew K. Jacoby, Esq./Rose Murray, Esq.
Bernard Boudreaux, Jr., Esq.
James R. Swanson, Esq./Lance C. McCardle, Esq./Benjamin D. Reichard, Esq./E. Blair Schilling, Esq./Brent B. Barriere, Esq.
Ashley E. Philen, Esq./J. Rock Palermo, III, Esq./J. Michael Veron, Esq./Turner D. Brumby, Esq.
S. Jacon Braud, Esq.
Deborah D. Kuchler, Esq./Leigh Ann T. Schell, Esq./Robert E. Guidry, Esq./Sarah E. Iiams, Esq.
Joe B. Norman, Esq. /Kelly Becker, Esq. /James E. Lapeze, Esq./Tyler D. Trew, Esq. /Robert B. McNeal, Esq.
Matthew Heartney, Esq.
Nancy Milburn, Esq.
Louis Victor Gregoire, Jr., Esq./Claire E. Juneau, Esq./Pamela R. Mascari, Esq.
Alexandra Giselle White, Esq./Eric Julian Mayer, Esq.
Michael R. Phillips, Esq./Bradley J. Schlotterer, Esq./Dylan T. Thriffiley, Esq./ Richard S. Pabst, Esq./ Brett P. Fenasci, Esq./Tyler M. Kostal, Esq.
Craig Isenberg, Esq./Richard E. Sarver, Esq.
Carl D. Rosenblum, Esq./Alida C. Hainkel, Esq./Covert J. Geary, Esq./Lauren C. Mastio, Esq.
Mark A. Marionneaux, Esq.
Deborah D. Kuchler, Esq.

FOR SERVICE

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____

FILED
NOV 08 2013
DEPUTY CLERK
S/ LANA H. COLUDROVICH
DY. CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "**CZM Act of 1978**"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "**CZM Laws**").

FILED
AUG 16 2019
DY. CLERK

EXHIBIT A

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South America Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste.. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to **Phillips Oil Company**, and **Phillips Petroleum Company**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership**, **Freeport-McMoran Inc.**, **Freeport-McMoran Oil & Gas Company**, **McMoran Exploration Company**, **McMoran Production Company**;

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to **Louisiana Gas Service Exploration Program**;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and **Louisiana Gas Service Exploration Program**; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to **Valero Producing Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species. important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

interprcted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation gencrally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uscs" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is thc subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

A TRUE COPY
Dy. Clerk of Court
Parish of Plaquemines, La.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, ANADARKO COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF LAFAYETTE

AFFIDAVIT OF KEITH A. DRONET

BEFORE ME, the undersigned Notary Public for the State of Louisiana, Parish of Lafayette, personally came and appeared Keith A. Dronet, a person of the full age of majority and to me personally known, who after being duly sworn, did depose and state the following, upon personal knowledge:

I. Qualifications

1. I am a Certified Professional Landman with the American Association of Professional Landmen since 1989 bearing Certification No. 4057 and have conducted title research, mineral histories and land related services for over thirty-five (35) years throughout the State of Louisiana, particularly as those records pertain to title, ownership and oil and gas matters, as indicated in my CV attached hereto as Exhibit 1. I have been accepted as an expert professional landman in court for purposes of attesting to the contents of oil and gas related documents and title documents. The information and opinions set forth herein are within the scope of the professional services I routinely provide to clients, and are based upon documents and information typically relied upon in my profession as a basis for

FILED
AUG 16 2019
DY. CLERK

EXHIBIT
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opinions. I also have experience researching oil and gas records maintained by the Louisiana Department of Natural Resources' Office of Conversation.

II. Research

2. In connection with the civil action *Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.*, pending in the 25th Judicial District Court for the Parish of Plaquemines, Docket No. 61-798, Division "B," and in accordance with the accepted standards and practices set forth above, I have supervised review of copies of the historic well files, including the plats and location descriptions of all wells listed as associated with ConocoPhillips Company[1] and The Louisiana Land and Exploration Company, L.L.C. as identified by Plaintiffs in Exhibit B to their First Supplemental and Amending Petition for Damages ("First Amended Petition").[2] I have also reviewed the property descriptions of Plaintiffs' property as set forth in the First Amended Petition. The attached map (Exhibit 3) accurately reflects the location of Plaintiffs' property as described in the First Amended Petition and the wells associated with ConocoPhillips as alleged in Plaintiffs' First Amended Petition.
3. The excerpts from the well records gathered from the Louisiana Department of Natural Resources for the wells identified on Exhibit 2 include the well location descriptions and well location plats and are of the kind and quality routinely examined and relied upon by myself and other professional landmen.
4. The records maintained by the Plaquemines Parish Assessor's Office include ownership information related to parcels of land in the parish and are of the kind and quality routinely examined and relied upon by myself and other professional landmen.

III. Relevant Well Locations

5. My research reveals the following:

[1] ConocoPhillips Company is named individually and as the alleged successor in interest to Phillips Oil Company and Phillips Petroleum Company. The Louisiana Land and Exploration Company LLC is named as alleged successor in interest to The Louisiana Land and Exploration Company.
[2] The list of wells associated with ConocoPhillips Company and The Louisiana Land and Exploration Company LLC is attached hereto as Exhibit 2.

a. Plaintiffs' First Amended Petition names as a defendant, ConocoPhillips Company, individually, and as alleged successor in interest to Phillips Oil Company and Phillips Petroleum Company, and The Louisiana Land and Exploration Company, L.L.C., as alleged successor in interest to The Louisiana Land and Exploration Company (collectively, "ConocoPhillips Defendants").[3]

b. Exhibit B to the First Amended Petition identifies several well serial numbers as associated with the ConocoPhillips Defendants.[4]

c. The Louisiana Land and Exploration Company, L.L.C. also owns land in the area at issue in Plaintiffs' First Amended Petition.[5]

6. My research also confirms that the attached Map is a true and accurate depiction of the location of the Plaintiffs' property as described in the First Amended Petition, the location of property owned by The Louisiana Land and Exploration Company, L.L.C., and the location of the wells associated with the ConocoPhillips Defendants.[6]

7. Only ten of the ninety-seven wells associated with the ConocoPhillips Defendants are located on Plaintiffs' property as described in the First Amended Petition.[7]

8. Forty-eight of the ninety-seven wells associated with the ConocoPhillips Defendants are located on property owned by The Louisiana Land and Exploration Company, L.L.C.[8]

THUS DONE AND SIGNED on this 7th day of August, 2019, in Lafayette, Louisiana.

KEITH A. DRONET

SWORN TO AND SUBSCRIBED FOR ME, the undersigned Notary Public in and for the Parish of Lafayette, State of Louisiana, this 7th day of August, 2019.

Julie C. Wood
Notary Public

JULIE C. WOOD
Notary Public
State of Louisiana
Lafayette Parish
Notary ID # 7076
My Commission is for Life

[3] First Amended Petition, at ¶ 13(g)-(h).
[4] *See* Exhibit 2.
[5] *See* First Amended Petition and Exhibit 3.
[6] *See* First Amended Petition and Exhibit 2.
[7] *See* Exhibit 3.
[8] *See* Exhibit 3.

STATEMENT OF QUALIFICATIONS

KEITH A. DRONET, CPL

1.

Graduated from the University of Louisiana at Lafayette (formerly: the University of Southwestern Louisiana) with a degree of Bachelor of Science in Business Administration in 1980.

2.

I am a Certified Professional Landman with the American Association of Professional Landmen since 1989 bearing Certification No. 4057 and have conducted title research, mineral histories and land related services for over thirty-five (35) years throughout the State of Louisiana, particularly as those records pertain to title, ownership and oil and gas matters.

3.

I am currently the President/CEO of Discovery Land Group, LLC, an oil and gas abstracting and professional land services company located in Lafayette, Louisiana.

4.

In my capacity as a Certified Professional Landman, I am familiar with the public records of the offices of the various Clerk of Courts located throughout the State of Louisiana, and have extensive experience in reviewing said records for the purpose of determining title to surface, oil, gas and minerals, and oil, gas and mineral leasehold interests. I am familiar with the public records of the State of Louisiana, Department of Natural Resources, Office of Mineral Resources, State Land Office, and Office of Conservation. I have conducted research and supervised others in joint efforts for the purpose of locating pertinent instruments to be provided for legal analyses, such as title opinions. I have experience researching the operational and production histories of oil and gas wells in the records of the Louisiana Department of Natural Resources' – Office of Conservation.

EXHIBIT B-1

5.

In my capacity as a Certified Professional Landman, I have prepared, negotiated and acquired numerous Oil, Gas and Mineral Leases, Right of Way Agreements, Curative Agreements, Surface and Mineral Ownership Reports, Leasehold Revenue and Unit Ownership Reports and Division of Interest Reports and Well/Mineral Histories.

6.

I have been accepted as an expert in the field of title and as a Professional Landman for Judicial Matters and for testimony and/or deposition purposes as a professional landman of attesting to the surface and mineral ownership, oil, gas and mineral leasehold title and ownership, contents, negotiation, and terms of oil, gas and land transactional documents, including mineral leases, assignments, releases, right of ways, and other matters. I have been qualified as an expert witness or deposed in the following Courts of Law and Cases for the following judicial matters, to-wit:

a) 17th Judicial District Court for the Parish of Lafourche, Louisiana; Sterling Sugars, Inc. v. Amerada Hess Corporation, et al, Division "D", No. 100091, 17th JDC, Lafourche Parish, LA (July, 2014) for the law firm of Liskow & Lewis;

b) 17th Judicial District Court for the Parish of Lafourche, Louisiana; Genesis Pipeline USA, L.P. v. Otto Candies, LLC, Civil Docket No. 126359 C, 17th JDC, Lafourche Parish, LA (July, 2015) for the law firm of Baldwin, Haspel, Burke & Mayer, LLC;

c) 11th Judicial District Court for the Parish of Sabine, Louisiana; The SUVA Corporation, et al v. Jane Rene Johnson Smith, et al, Docket No. 63,173, 11th JDC, Sabine Parish, LA (December, 2015) for the law firm of Wiener, Weiss & Madison and Michael S. Coyle;

d) United States District Court, Eastern District of Louisiana; Dianne Sanchez, et al v. Texas Brine, LLC, et al, Civil Action No. 13-CV-5227, Assumption Parish, LA (October, 2016) for the law firm of Curry & Friend, PLC.

e) United States District Court, Eastern District of Louisiana, Lisa T. LeBlanc, et al v. Texas Brine Company, LLC, et al, Civil Action No. 12-2059 and consolidated cases (August, 2017), for the law firm Munger, Tolles and Olsen LLP.

7.

I have conducted research and Affidavit preparation as a Professional Landman for Judicial Matters of attesting to the surface and mineral ownership, oil, gas and mineral leasehold title, contents, and terms of oil, gas and/or land transactional documents, including mineral leases, assignments, releases and other matters in the following Courts of Law and Cases for presentation for the following judicial matters, to-wit:

a) 38th Judicial District Court for the Parish of Cameron, Louisiana;
Sandra Duhon Bernard, et al v. BP America Production Company, et al, Civil Docket No. 10-16704, 38th JDC, Cameron Parish, Louisiana (May, 2010, April & December, 2012) for the law firm of Ottinger & Hebert, L.L.C.;

b) 27th Judicial District Court for the Parish of St. Landry, Louisiana;
Opelousas - St. Landry Realty Company, Inc. v. BP America Production Co., et al, Civil Docket No. 12-C-6046-D, 27th JDC, St. Landry Parish, LA (March, 2014); and
Jack Anthony Devillier, et al v. Chevron USA, Inc., et al,
Civil Docket No. 12-C-5530, 27th JDC, St. Landry Parish, Louisiana (October, 2013) for the law firm of Ottinger & Hebert, L.L.C.;

c) 7th Judicial District Court for the Parish of Catahoula, Louisiana;
Agri-South Group, LLC, et al v. Exxon Mobil Corporation, et al, Civil Docket No. 24,132, 7th JDC, Catahoula Parish, LA (October, 2013); and
M. J. Farms, Ltd. v. Missiana, L.L.C., et al, Civil Docket No. 24,055,
7th JDC, Catahoula Parish, Louisiana (May, 2013) for the law firm of Ottinger & Hebert, L.L.C.;

d) 15th Judicial District Court for the Parish of Lafayette, Louisiana;
Barry Ancelet, et al v. Condor Petroleum Corp., et al, Docket No. C-20143531-A, 15th JDC, Lafayette Parish, Louisiana (December, 2014) for the law firm of Guglielmo, Lopez, Tuttle & Hunter, L.L.P.;

e) 6th Judicial District Court for the Parish of Tensas, Louisiana;
Benjamin M. Watson, et al v. BHP Billiton Petroleum Inc., et al
Docket No. 23,593, 6th JDC, Tensas Parish, Louisiana (December, 2015) for the law firm of Ottinger & Hebert, L.L.C.;

f) 16th Judicial District Court for the Parish of St. Martin, Louisiana;
Harold J. Guidry, et al v. BP America Production Company, et al
Docket No. 82,537, Division "G"; 16th JDC, St. Martin Parish, Louisiana (February, 2016) for the law firm of Guglielmo, Lopez, Tuttle & Hunter, L.L.P.

CONOCOPHILLIPS AND LL&E WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
25210	PHILLIPS PETROLEUM	LA STATE	1	48	20S	29E	BASTIAN BAY
25666	PHILLIPS PETROLEUM	FEE C 9150 LSE	1	38	20S	29E	BASTIAN BAY
26377	PHILLIPS PETROLEUM	STATE OF LA LEASE 396	2	47	20S	29E	BASTIAN BAY
27155	PHILLIPS PETROLEUM	5700 SUA;FASTERLING	1	47	20S	29E	BASTIAN BAY
27484	PHILLIPS PETROLEUM	FASTERLING	2	47	20S	29E	BASTIAN BAY
27993	CONOCOPHILLIPS, PHILLIPS PETROLEUM	LA LAND & EXPLR CO	4	38	20S	29E	BASTIAN BAY
28730	PHILLIPS OIL CO, PHILLIPS PETROLEUM	FASTERLING	3	44	20S	28E	BASTIAN BAY
29293	PHILLIPS PETROLEUM	FASTERLING STATE 192	1	44	20S	28E	BASTIAN BAY
29306	PHILLIPS PETROLEUM	FASTERLING	4	44	20S	28E	BASTIAN BAY
29729	PHILLIPS OIL CO, PHILLIPS PETROLEUM	4100 RB SUA;LL&E FEE	9	44	20S	28E	BASTIAN BAY
29882	PHILLIPS PETROLEUM	L L & E FEE	8	45	20S	29E	WILDCAT
30082	PHILLIPS OIL CO, PHILLIPS PETROLEUM	LL&E SWD	1	44	20S	28E	BASTIAN BAY
30379	PHILLIPS PETROLEUM	9200 A SUA;L L & E	11	44	20S	28E	BASTIAN BAY
30523	PHILLIPS PETROLEUM	DISC 12 SUA;FEE B	1	46	20S	29E	BASTIAN BAY
30618	PHILLIPS PETROLEUM	L L & E FEE	13	44	20S	28E	BASTIAN BAY
31047	PHILLIPS OIL CO, PHILLIPS PETROLEUM	LL&E FEE	14	44	20S	28E	BASTIAN BAY
41371	PHILLIPS OIL CO, PHILLIPS PETROLEUM	FASTERLING	5	44	20S	28E	BASTIAN BAY
46314	PHILLIPS PETROLEUM	FASTERLING	6	44	20S	28E	BASTIAN BAY
50925	PHILLIPS PETROLEUM	L L & E FEE	17	44	20S	28E	BASTIAN BAY
52524	PHILLIPS PETROLEUM	L L & E FEE	18	44	20S	28E	BASTIAN BAY
65501	PHILLIPS PETROLEUM	FASTERLING	7	44	20S	28E	BASTIAN BAY
66736	PHILLIPS PETROLEUM	LL&E FEE	10-D	44	20S	28E	BASTIAN BAY
67517	PHILLIPS PETROLEUM	O SU L;PH LL&E	A-1	44	20S	28E	BASTIAN BAY

EXHIBIT B-2

CONOCOPHILLIPS AND LL&E WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
67739	PHILLIPS PETROLEUM	9150 UT SUA FASTERLING	8	47	20S	29E	BASTIAN BAY
68028	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SL 3155 SWD	1	4	21S	29E	BASTIAN BAY
68965	PHILLIPS PETROLEUM	FEE 'C' 6200	1-D	38	20S	29E	BASTIAN BAY
69472	PHILLIPS PETROLEUM	L L & E FEE	21	34	20S	28E	BASTIAN BAY
69505	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE O RA SUA;SL 192 PP	7	5	21S	29E	BASTIAN BAY
69640	PHILLIPS PETROLEUM	9200 RA SUA;FASTERLING	9	47	20S	29E	BASTIAN BAY
70343	PHILLIPS PETROLEUM	FASTERLING	10	47	20S	29E	BASTIAN BAY
70515	CONOCOPHILLIPS, PHILLIPS PETROLEUM	J S ABERCROMBIE	B001	3	21S	29E	BASTIAN BAY
70592	PHILLIPS PETROLEUM	FEE A K	1-D	44	20S	28E	BASTIAN BAY
71760	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE N RB SUE;J S ABERCROMBIE	B-1-D	3	21S	29E	BASTIAN BAY
71850	PHILLIPS PETROLEUM	FEE /E/	1	45	20S	29E	BASTIAN BAY
73712	PHILLIPS PETROLEUM	J FASTERLING B	1	47	20S	29E	BASTIAN BAY
75230	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE O RA SUD;SL 192 PP	6	9	21S	29E	BASTIAN BAY
75605	CONOCOPHILLIPS, PHILLIPS PETROLEUM	K RD SUC;J S ABERCROMBIE	A-2	4	21S	29E	BASTIAN BAY
75645	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE N RB SUA;SL 192 PP	7-D	5	21S	29E	BASTIAN BAY
76459	CONOCOPHILLIPS, PHILLIPS PETROLEUM	VUE;J S ABERCROMBIE	A-2-D	4	21S	29E	BASTIAN BAY
76540	PHILLIPS PETROLEUM	J B FASTERLING	1	8	21S	29E	BASTIAN BAY
76745	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SL 192 PP	6-D	9	21S	29E	BASTIAN BAY
77274	CONOCOPHILLIPS	LL&E C	1-D	46	20S	29E	BASTIAN BAY
78719	PHILLIPS PETROLEUM	SE O RA SUJ;J B FASTERLING	2-D	8	21S	29E	BASTIAN BAY

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WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
78757	CONOCOPHILLIPS	A A GILMORE B	1-D	15	21S	28E	BASTIAN BAY
79110	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE O RA SUI;SL 192 PP	8	47	20S	29E	BASTIAN BAY
79796	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE N RB SUI;SL 192 PP	8-D	47	20S	29E	BASTIAN BAY
82635	PHILLIPS PETROLEUM	SE R RA SUB;J B FASTERLING	2	8	21S	29E	BASTIAN BAY
83449	PHILLIPS PETROLEUM	SL 3155	2	5	21S	29E	BASTIAN BAY
83932	PHILLIPS PETROLEUM	LL&E FEE	22	33	20S	28E	BASTIAN BAY
84246	PHILLIPS PETROLEUM	SE R RA SUA;SL 192 PP	2	9	21S	29E	BASTIAN BAY
85006	PHILLIPS PETROLEUM	SE S RA SUC;SL 3155	2-D	5	21S	29E	BASTIAN BAY
85007	PHILLIPS PETROLEUM	SE R RA SUC;SL 3155	2-T	5	21S	29E	BASTIAN BAY
85104	PHILLIPS PETROLEUM	J RA SUA; LL&E	1	40	20S	29E	BASTIAN BAY
86288	PHILLIPS PETROLEUM	SL 192 PP	2-D	9	21S	29E	BASTIAN BAY
89178	PHILLIPS PETROLEUM	U I RA SUA;FEE H	1	46	20S	29E	BASTIAN BAY
90598	PHILLIPS PETROLEUM	9200 SUB FEE H	1-D	46	20S	29E	BASTIAN BAY
95770	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE R RA SUA;J S ABERCROMBIE	3	9	21S	29E	BASTIAN BAY
96770	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE P RA SUA;J S ABERCROMBIE	3-D	9	21S	29E	BASTIAN BAY
110807	PHILLIPS PETROLEUM	7200 SUA;FASTERLING	11	47	20S	29E	BASTIAN BAY
113260	PHILLIPS PETROLEUM	PHILLIPS FEE J	1	46	20S	29E	BASTIAN BAY
125558	PHILLIPS PETROLEUM	J S ABERCROMBIE	5	4	21S	29E	BASTIAN BAY
126942	PHILLIPS PETROLEUM	S3 RC SUA;J S ABERCROMBIE	4	2	21S	29E	BASTIAN BAY
127044	PHILLIPS PETROLEUM	J S ABERCROMBIE	5-D	4	21S	29E	BASTIAN BAY
129522	PHILLIPS PETROLEUM	SE S RA SUB;J B FASTERLING	4	8	21S	29E	BASTIAN BAY
130929	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE N RB SUD;SL 192 PP	3	4	21S	29E	BASTIAN BAY
133447	PHILLIPS PETROLEUM	VUE;SL 192 PP	5	4	21S	29E	BASTIAN BAY
135486	PHILLIPS PETROLEUM	8200 SUA; LL&E	23	38	20S	29E	BASTIAN BAY

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WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
135684	PHILLIPS PETROLEUM	7500' SUA; LL&E	23-D	38	20S	29E	BASTIAN BAY
136266	PHILLIPS PETROLEUM	6600 RA SUA;LL&E	25	47	20S	29E	BASTIAN BAY
136267	PHILLIPS PETROLEUM	LL&E FEE 25	25-D	47	20S	29E	BASTIAN BAY
136354	PHILLIPS PETROLEUM	LL & E FEE 24	24	44	20S	28E	BASTIAN BAY
136355	PHILLIPS PETROLEUM	LL&E FEE	24-D	44	20S	28E	BASTIAN BAY
137161	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SL 192 PP	3-D	4	21S	29E	BASTIAN BAY
154883	LA LAND & EXPL	TEX X 1 RA SUA;LL&E FEE	1	36	20S	28E	BASTIAN BAY
162698	LA LAND & EXPL	LL&E FEE	2	43	20S	28E	BASTIAN BAY
162885	LA LAND & EXPL	TEX X1 RA SUA;LL&E-E FASTERLNG	1-ALT	35	20S	28E	BASTIAN BAY
163075	CONOCOPHILLIPS, PHILLIPS PETROLEUM	SE S3 RB SUA;J S ABERCROMBIE	8	4	21S	29E	BASTIAN BAY
174149	LA LAND & EXPL	LL&E FEE	3	34	20S	28E	BASTIAN BAY
174897	LA LAND & EXPL	E FASTERLING	2	35	20S	28E	BASTIAN BAY
177877	CONOCOPHILLIPS, PHILLIPS PETROLEUM	7000 RC SUA;LL&E FEE M	1	46	20S	29E	BASTIAN BAY
179767	PHILLIPS PETROLEUM	LL&E FEE	26	43	20S	28E	BASTIAN BAY
216376	PHILLIPS PETROLEUM	K RD SUA;FASTERLING	12	47	20S	29E	BASTIAN BAY
216576	CONOCOPHILLIPS, PHILLIPS PETROLEUM	J S ABERCROMBIE SWD	9	4	21S	29E	BASTIAN BAY
216586	CONOCOPHILLIPS, PHILLIPS PETROLEUM	7200 RE SUA;LL&E FEE	27	38	20S	29E	BASTIAN BAY
217228	CONOCOPHILLIPS, PHILLIPS PETROLEUM	6200 RA SUA;LL&E FEE	28	39	20S	29E	BASTIAN BAY
217229	PHILLIPS PETROLEUM	LL&E FEE	29	39	20S	29E	BASTIAN BAY
217937	CONOCOPHILLIPS, PHILLIPS PETROLEUM	DISC 12 RA SUA;SL 3212	1-ALT	38	20S	29E	BASTIAN BAY
217949	PHILLIPS PETROLEUM	9250 RC SUA;SL 3279	1	46	20S	29E	BASTIAN BAY
218210	LA LAND & EXPL	L N RA SUA;LL&E FEE A	1	39	20S	29E	BASTIAN BAY

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7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
218422	PHILLIPS PETROLEUM	9200 RC SUB;SL 3279	1-D	46	20S	29E	BASTIAN BAY
218455	CONOCOPHILLIPS, PHILLIPS PETROLEUM	9250 RB SUA;SL 3212	1-D	38	20S	29E	BASTIAN BAY
219006	CONOCOPHILLIPS, PHILLIPS PETROLEUM	LL&E	27-D	38	20S	29E	BASTIAN BAY
220709	CONOCOPHILLIPS, PHILLIPS PETROLEUM	F RA SUA;LL&E B	1	45	20S	29E	BASTIAN BAY
220900	CONOCOPHILLIPS, PHILLIPS PETROLEUM	J RC SUA;LL&E FEE	32	41	20S	29E	BASTIAN BAY
221094	LA LAND & EXPL	2500 RA SUA;E FASTERLING	3	35	20S	28E	BASTIAN BAY
222631	CONOCOPHILLIPS, PHILLIPS PETROLEUM	5700 RC SUA;LL&E FEE	28-D	39	20S	29E	BASTIAN BAY
226180	LA LAND & EXPL	N RH SUA;LL&E FEE A	2	39	20S	29E	BASTIAN BAY

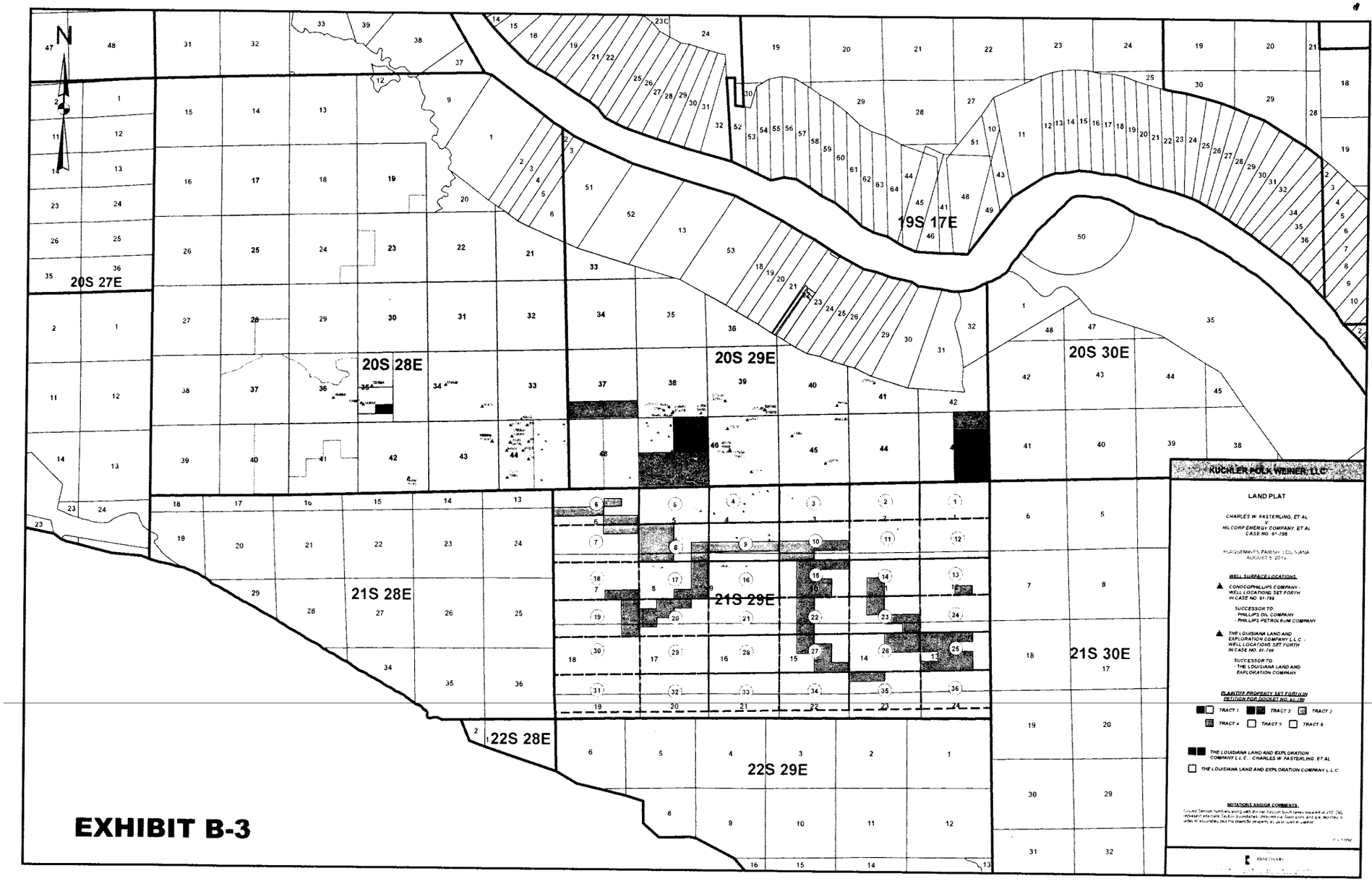

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KUCHLER POLK WEINER, LLC
LAND PLAT
CHARLES W. FASTERLING, ET AL
v
HILCORP ENERGY COMPANY, ET AL
CASE NO. 61-798
PLAQUEMINES PARISH, LOUISIANA
AUGUST 5, 2019
WELL SURFACE LOCATIONS:
CONOCOPHILLIPS COMPANY -
WELL LOCATIONS SET FORTH
IN CASE NO. 61-798
SUCCESSOR TO:
- PHILLIPS OIL COMPANY
- PHILLIPS PETROLEUM COMPANY
THE LOUISIANA LAND AND
EXPLORATION COMPANY L.L.C. -
WELL LOCATIONS SET FORTH
IN CASE NO. 61-798
SUCCESSOR TO:
- THE LOUISIANA LAND AND
EXPLORATION COMPANY
PLAINTIFF PROPERTY SET FORTH IN
PETITION FOR DOCKET NO. 61-798
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5
TRACT 6
THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C. - CHARLES W. FASTERLING, ET AL
THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C
NOTATIONS AND/OR COMMENTS:

EXHIBIT B-3

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 16 2019
DY. CLERK

FILED:_____ _____
DEPUTY CLERK

MEMORANDUM IN SUPPORT OF DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF CONOCOPHILLIPS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY LLC

Defendants, ConocoPhillips Company, individually and as alleged successor in interest to Phillips Oil Company and Phillips Petroleum Company, and The Louisiana Land and Exploration Company LLC, as alleged successor in interest to The Louisiana Land and Exploration Company (collectively, "ConocoPhillips Defendants"), submit this memorandum in support of their dilatory and peremptory exceptions.

BACKGROUND

Six Plaintiffs claiming to own land in Plaquemines Parish have sued nine different Defendants in tort and contract, alleging that Defendants' oil and gas operations damaged Plaintiffs' coastal land. That is as specific as the allegations against the ConocoPhillips Defendants ever get. Plaintiffs' First Supplemental and Amending Petition[1] is therefore impermissibly vague, ambiguous, and fails to conform to Article 891 of the Louisiana Code of Civil Procedure. Plaintiffs must be ordered to re-plead their factual allegations against the ConocoPhillips Defendants with specificity. Absent such specificity, Plaintiffs' claims against the ConocoPhillips Defendants should be dismissed.

Plaintiffs borrow their factual allegations verbatim from the petition in *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, No. 60-999, Div. A, (25th JDC) (Filed Nov. 8,

[1] References to the Petition or Plaintiffs' Petition in this Memorandum are to Plaintiffs' First Supplemental and Amending Petition for Damages.

2013); No. 18-05210 (E.D. La.) (stayed) ("*Parish Case*").[2] Plaintiffs' core contention is the Defendants' operation of wells and alleged permit violations caused land loss and other harm to their property, located within the Parish's "Operational Area." Petition ¶ 10. In particular, Plaintiffs "allege, upon information and belief, that Defendants' acts and/or omissions on and *around* Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence—leading to land loss, increased risk of land loss and storm surge, and other damage to Plaintiffs' Property." *Id.* at ¶ 11 (emphasis added). In turn, Plaintiffs allege that "land loss is caused when the [alleged] activities ... present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands." *Id.*

Plaintiffs contend that Defendants' actions generally "caused damage and land loss" and that Defendants failed "to prevent unreasonable alterations to the surrounding land and marsh." *Id.* at ¶¶ 11-12. Plaintiffs' Petition describes damage "within and around the Operational Area." *Id.* at ¶ 16. Indeed, Exhibit B to Plaintiffs' Petition identifies nearly 600 wells operated by Defendants on land throughout the "Operational Area"—not just that alleged to be owned by Plaintiffs. *Id.* at Exhibit B.

As a remedy, Plaintiffs seek money damages and "injunctive relief in the form of abatement and restoration of the coastal land at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration." *Id.* at ¶¶ 47-48.

Plaintiffs allege that, because all Defendants' "operations have caused cumulative and collective impacts to the Plaintiffs' Property ... [t]he only feasible and practical outcome ... is restoration to the area as a whole." *Id.* a ¶¶ 49-50.

Plaintiffs seek to contractually enforce some 132 coastal use permits that the State of Louisiana issued to various oil and gas companies. Plaintiffs' breach of contract claims against

[2] Exhibit A, Petition for Damages to the Plaquemines Parish Coastal Zone, *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, No. 60-999, Div. A, 25th Judicial District Court.

Defendants fail as a matter of law because coastal use permits are not enforceable contracts and Plaintiffs cannot enforce these permits under any legal theory.

LAW & ARGUMENT

I. ADOPTION OF CHEVRON'S ARGUMENT

The ConocoPhillips Defendants adopt and incorporate the arguments set forth in the Memorandum in Support of Dilatory and Peremptory Exceptions on behalf of the Chevron Defendants filed by Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. ("Chevron"), including the Exhibits attached thereto. The ConocoPhillips Defendants specifically adopt Chevron's arguments related to this Court's ruling regarding the pleading deficiencies in the Plaquemines Parish petition, which were copied and pasted into Plaintiffs' Petition.[3] The ConocoPhillips Defendants also adopt Chevron's argument set forth in its Memorandum, which establish that coastal use permits are *not* contracts.[4] Plaintiffs' allegations that Defendants violated these coastal use permits, therefore, cannot supply a cause of action for breach of contract.[5] Further, even if permits could be considered "contracts" (which they cannot), Plaintiffs here are not third-party beneficiaries of those permits.[6] For these reasons, Plaintiffs do not state a cause of action for breach of contract against the ConocoPhillips Defendants or any other Defendant.

The ConocoPhillips Defendants add the following unique arguments in support of their dilatory and peremptory exceptions.

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[3] Chevron's arguments related to the other related and similarly deficient *Rozel, Borne*, and *Jefferson Parish* cases are particularly persuasive, given the similarity among those petitions and Plaintiffs' Petition here. *See* Mem. in Support of Dilatory and Peremptory Exceptions on Behalf of Chevron Defendants, at pp. 4-11 (hereinafter "Chevron Mem.").

[4] *See* Chevron Mem., at pp. 13-15.

[5] *See id.* A nearly identical attempt to enforce federal dredging permits under a third-party beneficiary theory was rejected by the U.S. District Court for the Eastern District of Louisiana in *Board of Commissioners of Southeast Louisiana Flood Protection Authority-East v. Tennessee Gas Pipeline Co., LLC*, 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015), *aff'd*, 850 F.3d 714 (5th Cir. 2017). The Court held that the permits were not contracts enforceable on a third-party beneficiary theory. *Id.* 645-46 & & 645 n.259.

[6] *See* Chevron Mem., at pp. 15-18. Plaintiffs' counsel filed similar petitions in February 2015 in three other cases on behalf of plaintiff-landowners who, like the Plaintiffs here, asserted claims for breach of contract as third-party beneficiaries against oil and gas companies. In *Borne v. Chevron U.S.A., Inc.*, No. 744-218, Div. "M," 24th JDC, the plaintiffs-landowners abandoned their claims of breach of contract as third-party beneficiaries after they were ordered to amend their petition following the court's grant of defendants' dilatory exception of vagueness. The court had deferred ruling on the peremptory exceptions of no cause of action as to the plaintiffs' breach of contract claims. *See* Chevron Mem., at Exhibit B-3 (Order at 1-2, *Borne*, No. 744-218, Div. "M," 24th JDC (Jan. 19, 2017)).

II. DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY, AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

For the reasons asserted by Chevron, the allegations against the ConocoPhillips Defendants are similarly impermissibly vague, ambiguous, and fail to conform to article 891 of the Louisiana Code of Civil Procedure. In fact, the deficiencies related to the ConocoPhillips Defendants are especially egregious. Plaintiffs do not identify a single improper activity by the ConocoPhillips Defendants. Plaintiffs instead resort to haphazardly listing all activities the ConocoPhillips Defendants ever conducted in the area—including operations on its own property. Even if such a list could satisfy Louisiana law—and it cannot—Plaintiffs' list of all the ConocoPhillips Defendants' activities raises more questions than it answers. Exhibit B to Plaintiffs' Petition lists 97 wells that Plaintiffs associate with the ConocoPhillips Defendants;[7] **however, 87 of those wells are not located on Plaintiffs' property and at least 48 are located on property owned by The Louisiana Land and Exploration Company.**[8] In fact, many of the 586 wells Plaintiffs identify as having been drilled by the Defendants do not appear to be located on Plaintiffs' property. And of course, Plaintiffs do not say which, if any, of these wells allegedly constitute or even relate to unlawful activity.

Plaintiffs' bare-boned allegations fail to plead the critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache v. Alpha Technical Serv., Inc.*, 10-1086 (La. App. 5 Cir. 6/29/11), 71 So.3d 520, 524 ("[W]e find that the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a period of forty-six years, do not meet the requirements of La. C.C.P. art. 891.").

Accordingly, for these reasons and for the reasons asserted by Chevron, and adopted here, the Court should order Plaintiffs to amend their Petition to identify the specific facts supporting their claims, including the individual permits that they allege were violated, by whom, where, when, and how, and the injuries they alleged resulted from each permit violation. Plaintiffs must

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[7] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of the ConocoPhillips Defendants attributed wells in relation to Plaintiffs' property as described in the Petition, and mapping the property owned by The Louisiana Land and Exploration Company).

[8] *See id.* at p. 3.

also identify the activities they allege were conducted without permits where such permits were required, by who, where, when, and how, and the injuries they allege resulted from each alleged unpermitted activity, and the basis for claiming solidary liability for the alleged injuries. Absent such specificity, Plaintiffs' claims against the ConocoPhillips Defendants should be dismissed.

III. PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION

The ConocoPhillips Defendants move for a Peremptory Exception of No Right of Action under article 927 of the Louisiana Code of Civil Procedure. A peremptory exception of no right of action tests "whether the particular plaintiff has a right to bring the suit and is a member of the class of persons that has a legal interest in the subject matter of the litigation, assuming the petition states a valid cause of action for some person." *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267, p. 7 (La. 10/25/11, 6); 79 So.3d 246, 256. The exception of no right of action may be submitted on the pleadings, but evidence may also be introduced in support of the objection raised when the grounds thereof do not appear from the petition. La. Code Civ. Proc. art. 931.

Article 681 of the Louisiana Code of Civil Procedure provides that an action can be brought only by a person having a real and actual interest which he asserts. Injury to property must be understood as damage to the real rights in the property. *Eagle Pipe,* 2010-2267 at p. 43. "A tortfeasor who causes injury or damage to a real right in property owes an obligation *to the owner of the real right.* This relationship arises as a matter of law and provides to the owner of the real right a personal right to sue the tortfeasor for damages." *Id.* (emphasis added).

In *Inabnet v. Exxon Corp.*, Exxon held a surface lease and a right-of-way, while Inabnet held an oyster lease in State-owned portions of Bay Lanaux. *Inabnet v. Exxon Corp.*, 93-0681 (La. 9/6/94); 642 So.2d 1243, 1245–47. After an Exxon contractor dredged a canal in an area where the parties' leases overlapped, Inabnet filed suit claiming that the dredging had damaged his oyster beds. *Id.*

The trial court awarded Inabnet the costs of restoring the water bottoms to their original condition. *Id.* at 1255. Exxon disputed the award, arguing that the right to recover restoration costs belongs to the owner of the land—the State, in this case. *Id.* Inabnet, on the other hand, contended that such costs were warranted by La. R.S. 56:423(B)(1), which provided that oyster

lessees "shall have the right to maintain an action for damages against any person . . . causing wrongful or negligent injury or damage to the beds or grounds under lease to such lessee." *Id.*

The Louisiana Supreme Court agreed with Exxon, finding that the statute provided only for the loss of seed oysters and income from anticipated production—damages measured by the value of the leasehold interest before and after dredging. *Id.* The Court noted, "the statute cannot reasonably be construed to authorize recovery of damages sustained by another party." *Id.* Instead, those damages are reserved to the landowner, who is the party with "the real and actual interest in restoring or rebuilding" the damaged property.[9] *Id.* at 1255–56.

In *Louisiana Crawfish Producers Ass'n-W. v. Amerada Hess Corp.*, a case similar to *Inabnet*, the Louisiana Crawfish Producers Association-West filed suit against 18 defendants whose oilfield-related activities allegedly caused damage to the Buffalo Cove area, thereby eliminating or diminishing the fishermen's ability catch crawfish in that area. Similar to Plaintiffs' claims here, the Crawfish Producers-plaintiffs' claims were rooted in state law negligence, nuisance, and maritime law.[10]

Defendants responded with numerous exceptions, including one for no cause of action under state law, which the trial court granted. *Id.* at 382. Its decision was based "primarily on [the plaintiffs'] inability to demonstrate a proprietary interest in the land of Buffalo Cove or the wild crawfish they sought to catch." *Id.* Though the plaintiffs were allowed to proceed under maritime law, the Third Circuit upheld the dismissal of their state law claims.[11] *Id.* at 382.

These cases demonstrate that *only a landowner* has the right of action to recover for injury to, or restoration of, his property. *Only the landowner* possesses the requisite "real and actual" or "proprietary" interest to assert that personal right.

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[9] This "real and actual interest" language comes directly from La. C.C.P. art. 681, the article that provides the basis for the peremptory exception of no right of action.

[10] *Louisiana Crawfish Producers Ass'n-W. v. Amerada Hess Corp.*, 2005-1156 (La. App. 3 Cir. 7/12/06); 935 So.2d 380, 381–82, *writ denied sub nom. Louisiana Crawfish Producers Ass'n--W. v. Amerada Hess Corp.*, 2006-2301 (La. 12/8/06); 943 So.2d 1094.

[11] The trial court's dismissal relied upon the rule set forth in *Robins Dry Dock*—that a plaintiff may not recover "for economic loss resulting from physical damage to property in which he has no proprietary interest." *Id. See, Robins Dry Dock & Repair Co. v. Flint*, 275 U.S. 303 (1927).

As noted in the vagueness briefing above, Exhibit B to Plaintiffs' Petition lists 97 wells that Plaintiffs associate with the ConocoPhillips Defendants.[12] In fact, only 10 of the ConocoPhillips Defendants' wells on Exhibit B are located on Plaintiffs' property.[13] Over half of the remaining 87 wells are actually located on property owned by The Louisiana Land and Exploration Company.[14] Also due to the vague nature of Plaintiffs' Petition, we do not know who has the real and actual interest to assert a claim for damage to or restoration of the land in the Operational Area. For the wells located on Louisiana Land and Exploration Company's property—including those identified by Plaintiffs pertaining to other Defendants' activity—*Ibanet* and *Louisiana Crawfish Producers* indicate that the ConocoPhillips Defendants would be the appropriate party to bring such claims.

Plaintiffs do not claim to own all of the land in the Operational Area that they seek to have restored. Instead, they define their ownership interests in Paragraph 7 of their Petition. Because Plaintiffs cannot demonstrate and have not alleged a real and proprietary interest in lands other than those tracts described in Paragraph 7, Plaintiffs have no right of action to assert as a matter of law. This Court should limit Plaintiffs' claims accordingly.

IV. PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

A cause of action, for purposes of the peremptory exception, is defined as "the operative facts that give rise to [a] plaintiff's right to judicially assert [an] action against the defendant." *Ramey v. DeCaire*, 03-1299, p. 7 (La. 3/19/04); 869 So. 2d 114, 118. The function of the exception of no cause of action is to "test the legal sufficiency of the petition . . . by determining whether the law affords a remedy on the facts alleged in the petition." *Id.*

Here, the only purported "operative facts"[15] for Plaintiffs' contract claims are alleged breaches of the coastal use permits ("CUPs") listed in Exhibit C to the First Supplemental and Amending Petition for Damages. *See* Petition, ¶ 46 (alleging breach of contract for "violation of

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[12] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of the ConocoPhillips Defendants attributed wells in relation to Plaintiffs' property as described in the Petition, and mapping the property owned by The Louisiana Land and Exploration Company).

[13] *Id.* at p. 3.

[14] *Id.* at p. 3.

[15] Of course, a listing of 132 permits is not a statement of "operative facts," as detailed in the ConocoPhillips Defendants' Exception of Vagueness. Nor are bald allegations of breach of contract sufficient to state a cause of action, since "conclusions of law asserted as facts are not considered well-pled allegations of fact." *Walton Constr. Co. v. G.M. Horne & Co.*, 07-0145, p. 6 (La. App. 1 Cir. 2/20/08); 984 So. 2d 827, 832.

the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"). Plaintiffs fail to allege which "express and implied obligations and duties" Defendants allegedly violated, or even which specific CUPs allegedly were violated.

As established by Chevron, coastal use permits are *not* contracts. Therefore, alleged permit violations cannot supply a cause of action for breach of contract.[16] Further, even if permits are considered to be "contracts" --- which they are not --- Plaintiffs here are not third party beneficiaries of those permits.[17] For these reasons, Plaintiffs do not state a cause of action for breach of contract against any Defendant, including the ConocoPhillips Defendants.

CONCLUSION

The Court should order Plaintiffs to amend the Petition to state with particularity the facts that form the basis of their claims. The Court should likewise limit Plaintiffs' recovery, if any, to the land in which Plaintiffs can demonstrate a real and actual interest in the land they allege has been damaged by granting the ConocoPhillips Defendants' Exception of No Right of Action. Plaintiffs cannot pursue claims pertaining to the ConocoPhillips Defendants' activity on property owned by others, particularly activity that occurred on The Louisiana Land and Exploration Company's own land. Further, because the CUPs identified in Exhibit C are not contracts, and because Plaintiffs are not intended third-party beneficiaries of those CUPs, the Court should grant the Exception of No Cause of Action and dismiss Count 5 of Plaintiffs' Petition, at Plaintiffs' cost.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

[16] *See* Chevron Mem., at pp. 11-15.
[17] *See* Chevron Mem., at pp. 15-18.

Respectfully submitted:

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
Telephone: (504) 592-0691
Facsimile: (504) 592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for ConocoPhillips Company and The Louisiana Land and Exploration Company LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepared, this 16th day of August, 2019.

Michele Hale DeShazo

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 16 2019
DY. CLERK

FILED:_____ _____
DEPUTY CLERK

DILATORY AND PEREMPTORY EXCEPTIONS
ON BEHALF OF CONOCOPHILLIPS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY LLC

NOW INTO COURT, through undersigned counsel, come Defendants, ConocoPhillips Company, individually and as alleged successor in interest to Phillips Oil Company and Phillips Petroleum Company, and The Louisiana Land and Exploration Company LLC, as alleged successor in interest to The Louisiana Land and Exploration Company (collectively, "ConocoPhillips Defendants"), who except to Plaintiffs' Petition for Damages, as amended by the First Supplemental and Amending Petition for Damages (collectively, the "Petition"), as follows and as set forth in the accompanying memorandum.

DILATORY EXCEPTION OF VAGUENESS AND/OR AMBIGUITY AND FAILURE TO COMPLY WITH ARTICLE 891 OF LOUISIANA CODE OF CIVIL PROCEDURE

1.

Pursuant to Louisiana Code of Civil Procedure article 926, the ConocoPhillips Defendants assert that Plaintiffs' Petition is impermissibly vague and ambiguous and fails to comply with Louisiana Code of Civil Procedure article 891.

2.

The ConocoPhillips Defendants assert the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure article 926(A)(5) on the grounds that the Petition filed in this matter makes vague, collective allegations against nine defendants, without providing even the most basic information about the Plaintiffs' claims or the complained of activities of the Defendants. The Petition's excessive vagueness prevents the ConocoPhillips Defendants from properly forming a response and preparing a defense in this matter.

3.

Moreover, although Plaintiffs claim property damage arising from the operation of wells and operations under coastal use permits, **the vast majority of the coastal use permit files or wells that Plaintiffs identify in their Petition as being associated with the ConocoPhillips Defendants relate to operations on properties not owned by Plaintiffs. In fact, the ConocoPhillips Defendants own property purportedly at issue in Plaintiffs' suit.**

4.

The ConocoPhillips Defendants also assert the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure article 891 pursuant to Louisiana Code of Civil Procedure article 926(A)(4). The Petition does not "contain a short, clear and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by article 891.

PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION REGARDING ALLEGED DAMAGE TO PROPERTY OTHER THAN THAT OWNED BY PLAINTIFFS

5.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, the ConocoPhillips Defendants assert the peremptory exception of no right of action as to Plaintiffs' claims for alleged damage to property other than that owned by Plaintiffs in the "Operational Area."

6.

Plaintiffs allege that the ConocoPhillips Defendants operated various wells, listed in Exhibit B to their Petition.

7.

Plaintiffs further allege that the operations and actions of the ConocoPhillips Defendants related to those wells "caused damage and land loss."

8.

Even though Plaintiffs only claim to own the land described in Paragraph 7 of their Petition, Plaintiffs seek injunctive relief and monetary damages related to restoration of the "Operational Area" as a whole.

9.

Because Plaintiffs do not have a real and actual interest in an action for restoration to land they do not own, Plaintiffs have no right of action related to claims for damage to that land pursuant to Louisiana Code of Civil Procedure articles 681 and 927(A)(6). Plaintiffs' claims related to property owned by others, including but not limited to property owned by the ConocoPhillips Defendants, should be dismissed.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION REGARDING "BREACH OF CONTACT - THIRD-PARTY BENEFICIARY" CLAIMS

10.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, the ConocoPhillips Defendants assert the peremptory exception of no cause of action as to Count 5 of Plaintiffs' Petition, entitled "Breach of Contract – Third Party Beneficiary."

11.

In Count 5 of Plaintiffs' Petition, as amended, Plaintiffs allege the ConocoPhillips Defendants "breached" various Louisiana-issued coastal use permits ("CUPs").

12.

Even though Plaintiffs are not named in the CUPs, the Plaintiffs claim they are somehow third-party beneficiaries to the CUPs.

13.

Because CUPs are not contracts as a matter of law, and because Plaintiffs are not the intended beneficiaries of the CUPs, Plaintiffs cannot enforce the CUPs. Accordingly, Plaintiffs' third-party beneficiary claim should be dismissed.

ADOPTION OF OTHER EXCEPTIONS

14.

The ConocoPhillips Defendants adopt, under Article 853 of the Louisiana Code of Civil Procedure, any and all exceptions pled by any and all defendants herein, to the extent those exceptions apply to the ConocoPhillips Defendants. Additionally, the ConocoPhillips Defendants reserve the right to urge any additional exceptions based upon facts uncovered through discovery.

RULE 9.8 STATEMENT

15.

Pursuant to Uniform Local Rule of Court 9.8(a), the ConocoPhillips Defendants state that this matter is not presently set for trial and give notice that they do not intend to introduce live testimony at the hearing in this matter in support of the foregoing exceptions. The ConocoPhillips Defendants reserve the right to introduce testimony upon proper notice to Plaintiffs.

WHEREFORE, ConocoPhillips Company and The Louisiana Land and Exploration Company LLC pray that their exceptions be granted and that the Plaintiffs' claims be dismissed at Plaintiffs' cost.

Respectfully submitted:

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
Telephone: (504) 592-0691
Facsimile: (504) 592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for ConocoPhillips Company and The Louisiana Land & Exploration Company LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepared, this 16th day of August, 2019.

Michele Hale DeShazo

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED:_____ _____

DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing Dilatory Exception of Vagueness and/or Ambiguity and Non-Conformity, and Peremptory Exceptions of No Right of Action and No Cause of Action filed on behalf of ConocoPhillips Company and The Louisiana Land and Exploration Company LLC;

IT IS HEREBY ORDERED that the Plaintiffs show cause on the ____ day of _____, 2019, as to why these exceptions should not be granted.

Belle Chasse, Louisiana this ____ day of _____, 2019.

_____

JUDGE

SHERIFF PLEASE SERVE:

Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

FOR SERVICE

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____ FILED

DEPUTY CLERK NOV 08 2013

s/ LANA H. COLUDROVICH
DY. CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "**CZM Act of 1978**"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "**CZM Laws**").

FILED
AUG 16 2019
DY. CLERK

EXHIBIT A

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South America Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste.. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to **Phillips Oil Company**, and **Phillips Petroleum Company**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company, McMoran Production Company**;

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to **Louisiana Gas Service Exploration Program**;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and **Louisiana Gas Service Exploration Program**; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to **Valero Producing Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

A TRUE COPY
Dy. Clerk of Court
Parish of Plaquemines, La.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, ANADARKO COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF LAFAYETTE

AFFIDAVIT OF KEITH A. DRONET

BEFORE ME, the undersigned Notary Public for the State of Louisiana, Parish of Lafayette, personally came and appeared Keith A. Dronet, a person of the full age of majority and to me personally known, who after being duly sworn, did depose and state the following, upon personal knowledge:

I. Qualifications

1. I am a Certified Professional Landman with the American Association of Professional Landmen since 1989 bearing Certification No. 4057 and have conducted title research, mineral histories and land related services for over 35 years throughout the State of Louisiana, particularly as those records pertain to title, ownership and oil and gas matters, as indicated in my CV attached hereto as Exhibit 1. I have been accepted as an expert professional landman in court for purposes of attesting to the contents of oil and gas related documents and title documents. The information and opinions set forth herein are within the scope of the professional services I routinely provide to clients, and are based upon documents and information typically relied upon in my profession as a basis for opinions.

FILED
AUG 16 2019
DY.CLERK

EXHIBIT
tabbies
B

I also have experience researching oil and gas records maintained by the Louisiana Department of Natural Resources' Office of Conversation.

II. Research

2. In connection with the civil action *Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.*, pending in the 25th Judicial District Court for the Parish of Plaquemines, Docket No. 61-798, Division "B," and in accordance with the accepted standards and practices set forth above, I have supervised review of the historic well files, including the plats and location descriptions of all wells listed as associated with Tennessee Gas Pipeline Company, L.L.C.[1] ("TGP") as identified by Plaintiffs in Exhibit B to their First Supplemental and Amending Petition for Damages ("First Amended Petition").[2] I have also reviewed the property descriptions of Plaintiffs' property as set forth in the First Amended Petition. The attached map (Exhibit 3) accurately reflects the location of Plaintiffs' property as described in the First Amended Petition and the wells associated with TGP as alleged in Plaintiffs' First Amended Petition.

3. The excerpts from the well records gathered from the Louisiana Department of Natural Resources for the wells identified on Exhibit 2 include the well location descriptions and well location plats and are of the kind and quality routinely examined and relied upon by myself and other professional landmen.

III. Relevant Well Locations

4. My research reveals the following:

    a. Plaintiffs' First Amended Petition names as a defendant, Tennessee Gas Pipeline Company, L.L.C., which is named as alleged successor in interest to Tenneco Inc. and Tennessee Gas Pipeline Company ("TGP").[3]

    b. Exhibit B to the First Amended Petition identifies several well serial numbers as associated with TGP.[4]

---

[1] Tennessee Gas Pipeline Company, L.L.C. is named as alleged successor in interest to Tenneco Inc. and Tennessee Gas Pipeline Company.
[2] The list of wells associated with Tennessee Gas Pipeline Company, L.L.C. is attached hereto as Exhibit 2.
[3] First Amended Petition, at ¶ 13(e).
[4] *See* Exhibit 2.

5. My research also confirms that the attached Map is a true and accurate depiction of the location of the Plaintiffs' property as described in the First Amended Petition and the location of the wells associated with TGP.[5]

6. None of the wells associated with TGP are located on Plaintiffs' property as described in the First Amended Petition. The well associated with TGP closest to Plaintiffs' property (a dual completion bearing well serial numbers 60949/63863) is approximately 1,535 feet from Plaintiffs' property as described in the First Amended Petition.[6]

THUS DONE AND SIGNED on this 7th day of August, 2019, in Lafayette, Louisiana.

KEITH A. DRONET

SWORN TO AND SUBSCRIBED FOR ME, the undersigned Notary Public in and for the Parish of Lafayette, State of Louisiana, this 7th day of August, 2019.

Notary Public

JULIE C. WOOD
Notary Public
State of Louisiana
Lafayette Parish
Notary ID # 7076
My Commission is for Life

[5] *See* First Amended Petition and Exhibit 2.
[6] *See* Exhibit 3.

STATEMENT OF QUALIFICATIONS

KEITH A. DRONET, CPL

1.

Graduated from the University of Louisiana at Lafayette (formerly: the University of Southwestern Louisiana) with a degree of Bachelor of Science in Business Administration in 1980.

2.

I am a Certified Professional Landman with the American Association of Professional Landmen since 1989 bearing Certification No. 4057 and have conducted title research, mineral histories and land related services for over thirty-five (35) years throughout the State of Louisiana, particularly as those records pertain to title, ownership and oil and gas matters.

3.

I am currently the President/CEO of Discovery Land Group, LLC, an oil and gas abstracting and professional land services company located in Lafayette, Louisiana.

4.

In my capacity as a Certified Professional Landman, I am familiar with the public records of the offices of the various Clerk of Courts located throughout the State of Louisiana, and have extensive experience in reviewing said records for the purpose of determining title to surface, oil, gas and minerals, and oil, gas and mineral leasehold interests. I am familiar with the public records of the State of Louisiana, Department of Natural Resources, Office of Mineral Resources, State Land Office, and Office of Conservation. I have conducted research and supervised others in joint efforts for the purpose of locating pertinent instruments to be provided for legal analyses, such as title opinions. I have experience researching the operational and production histories of oil and gas wells in the records of the Louisiana Department of Natural Resources' – Office of Conservation.

EXHIBIT B-1

5.

In my capacity as a Certified Professional Landman, I have prepared, negotiated and acquired numerous Oil, Gas and Mineral Leases, Right of Way Agreements, Curative Agreements, Surface and Mineral Ownership Reports, Leasehold Revenue and Unit Ownership Reports and Division of Interest Reports and Well/Mineral Histories.

6.

I have been accepted as an expert in the field of title and as a Professional Landman for Judicial Matters and for testimony and/or deposition purposes as a professional landman of attesting to the surface and mineral ownership, oil, gas and mineral leasehold title and ownership, contents, negotiation, and terms of oil, gas and land transactional documents, including mineral leases, assignments, releases, right of ways, and other matters. I have been qualified as an expert witness or deposed in the following Courts of Law and Cases for the following judicial matters, to-wit:

a) 17th Judicial District Court for the Parish of Lafourche, Louisiana; Sterling Sugars, Inc. v. Amerada Hess Corporation, et al, Division "D", No. 100091, 17th JDC, Lafourche Parish, LA (July, 2014) for the law firm of Liskow & Lewis;

b) 17th Judicial District Court for the Parish of Lafourche, Louisiana; Genesis Pipeline USA, L.P. v. Otto Candies, LLC, Civil Docket No. 126359 C, 17th JDC, Lafourche Parish, LA (July, 2015) for the law firm of Baldwin, Haspel, Burke & Mayer, LLC;

c) 11th Judicial District Court for the Parish of Sabine, Louisiana; The SUVA Corporation, et al v. Jane Rene Johnson Smith, et al, Docket No. 63,173, 11th JDC, Sabine Parish, LA (December, 2015) for the law firm of Wiener, Weiss & Madison and Michael S. Coyle;

d) United States District Court, Eastern District of Louisiana; Dianne Sanchez, et al v. Texas Brine, LLC, et al, Civil Action No. 13-CV-5227, Assumption Parish, LA (October, 2016) for the law firm of Curry & Friend, PLC.

e) United States District Court, Eastern District of Louisiana, Lisa T. LeBlanc, et al v. Texas Brine Company, LLC, et al, Civil Action No. 12-2059 and consolidated cases (August, 2017), for the law firm Munger, Tolles and Olsen LLP.

7.

I have conducted research and Affidavit preparation as a Professional Landman for Judicial Matters of attesting to the surface and mineral ownership, oil, gas and mineral leasehold title, contents, and terms of oil, gas and/or land transactional documents, including mineral leases, assignments, releases and other matters in the following Courts of Law and Cases for presentation for the following judicial matters, to-wit:

a) 38th Judicial District Court for the Parish of Cameron, Louisiana; Sandra Duhon Bernard, et al v. BP America Production Company, et al, Civil Docket No. 10-16704, 38th JDC, Cameron Parish, Louisiana (May, 2010, April & December, 2012) for the law firm of Ottinger & Hebert, L.L.C.;

b) 27th Judicial District Court for the Parish of St. Landry, Louisiana; Opelousas - St. Landry Realty Company, Inc. v. BP America Production Co., et al, Civil Docket No. 12-C-6046-D, 27th JDC, St. Landry Parish, LA (March, 2014); and
Jack Anthony Devillier, et al v. Chevron USA, Inc., et al, Civil Docket No. 12-C-5530, 27th JDC, St. Landry Parish, Louisiana (October, 2013) for the law firm of Ottinger & Hebert, L.L.C.;

c) 7th Judicial District Court for the Parish of Catahoula, Louisiana; Agri-South Group, LLC, et al v. Exxon Mobil Corporation, et al, Civil Docket No. 24,132, 7th JDC, Catahoula Parish, LA (October, 2013); and
M. J. Farms, Ltd. v. Missiana, L.L.C., et al, Civil Docket No. 24,055, 7th JDC, Catahoula Parish, Louisiana (May, 2013) for the law firm of Ottinger & Hebert, L.L.C.;

d) 15th Judicial District Court for the Parish of Lafayette, Louisiana; Barry Ancelet, et al v. Condor Petroleum Corp., et al, Docket No. C-20143531-A, 15th JDC, Lafayette Parish, Louisiana (December, 2014) for the law firm of Guglielmo, Lopez, Tuttle & Hunter, L.L.P.;

e) 6th Judicial District Court for the Parish of Tensas, Louisiana; Benjamin M. Watson, et al v. BHP Billiton Petroleum Inc., et al Docket No. 23,593, 6th JDC, Tensas Parish, Louisiana (December, 2015) for the law firm of Ottinger & Hebert, L.L.C.;

f) 16th Judicial District Court for the Parish of St. Martin, Louisiana; Harold J. Guidry, et al v. BP America Production Company, et al Docket No. 82,537, Division "G"; 16th JDC, St. Martin Parish, Louisiana (February, 2016) for the law firm of Guglielmo, Lopez, Tuttle & Hunter, L.L.P.

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
56484	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA ORA SU;LL&E A	1	43	20S	28E	BASTIAN BAY
58190	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BBA X RA SU;BLD	1	14	21S	28E	BASTIAN BAY
59643	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;LL & E A	2	43	20S	28E	BASTIAN BAY
60949	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	J RA SUD;LL&E A	3	42	20S	28E	BASTIAN BAY
61675	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	W RA SUA;A A GILMORE	1	16	21S	28E	BASTIAN BAY
62764	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;BLD	2	13	21S	28E	BASTIAN BAY
63362	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BBA S RA SU;PH LL&E A	19	43	20S	28E	BASTIAN BAY
63863	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LA LAND & EXPL CO A	3-D	42	20S	28E	BASTIAN BAY
63913	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;LL&E A	4	42	20S	28E	BASTIAN BAY
63914	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA R RA SU;SL 3010	1	0	0	0	BASTIAN BAY

EXHIBIT B-2

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
64566	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	5	42	20S	28E	BASTIAN BAY
64955	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA RA SU;SL 3011	1	17	21S	28E	BASTIAN BAY
64998	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE A	1	21	21S	28E	BASTIAN BAY
65549	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	7	42	20S	28E	BASTIAN BAY
65550	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA M RA SU; LL&E A	6	42	20S	28E	BASTIAN BAY
65665	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	K SUG; LL&E A	8	42	20S	28E	BASTIAN BAY
65791	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA N RB SU;LL & E A	4-D	42	20S	28E	BASTIAN BAY
65992	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	2	16	21S	28E	BASTIAN BAY
66351	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	K SU D;LL&E "A"	9	42	20S	28E	BASTIAN BAY
66452	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	8-D	42	20S	28E	BASTIAN BAY

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
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DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
66589	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	Y SUA;LL&E A	12	34	20S	28E	BASTIAN BAY
66686	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE B	1	15	21S	28E	BASTIAN BAY
66760	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	7-D	42	20S	28E	BASTIAN BAY
66768	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	X SBB SUA;SL 3008	1	42	21S	28E	BASTIAN BAY
67004	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPLORATION CO B	1	41	20S	28E	BASTIAN BAY
67451	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	11	42	20S	28E	BASTIAN BAY
67452	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LA LAND & EXPL CO A	10	42	20S	28E	BASTIAN BAY
67886	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	9-D	42	20S	28E	BASTIAN BAY
68150	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RB SU; BLD	3	23	21S	28E	BASTIAN BAY

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
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WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
69025	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LA LAND & EXPL CO A	10-D	42	20S	28E	BASTIAN BAY
70872	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RB SU; BLM	1	23	21S	28E	BASTIAN BAY
71253	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	14	42	20S	28E	BASTIAN BAY
72097	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	LA LAND & EXPL CO A	14-D	42	20S	28E	BASTIAN BAY
72484	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BBA X RA SU;BLD	4	22	21S	28E	BASTIAN BAY
73091	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BLM	1-D	23	21S	28E	BASTIAN BAY
73426	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	S 2 RA SUB;BLD	6	23	21S	28E	BASTIAN BAY
73427	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RA SU;BLD	5	24	21S	28E	BASTIAN BAY
73732	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	S 2 RA SUC;BLD	4-D	22	21S	28E	BASTIAN BAY
74489	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BLD	6-D	23	21S	28E	BASTIAN BAY
74748	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;BLD	5-D	24	21S	28E	BASTIAN BAY

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
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DOCKET NO. 61-798
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7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
78246	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	W RB SUA;BLD	9	22	21S	28E	BASTIAN BAY
78302	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU	17	42	20S	28E	BASTIAN BAY
78756	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	2-D	16	21S	28E	BASTIAN BAY
78757	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE B	1-D	15	21S	28E	BASTIAN BAY
79120	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RA SU; BLD	10	14	21S	28E	BASTIAN BAY
79238	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	R RA SUA;BLD	1-D-ALT	14	21S	28E	BASTIAN BAY
79722	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	S FBB SUA;BLD	9-D	22	21S	28E	BASTIAN BAY
80543	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA V SU;LL&E A	17-D	42	20S	28E	BASTIAN BAY
80754	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;BLD	10-D	14	21S	28E	BASTIAN BAY

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	***OPERATOR IN PETITION***	***WELL_NAME***	***WELL_NUM***	***SECTION***	***TOWNSHIP***	***RANGE***	***FIELD_NAME***
84135	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	19	42	20S	28E	BASTIAN BAY
84535	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	K SUE;LL & E A	20	42	20S	28E	BASTIAN BAY
84917	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	019D	42	20S	28E	BASTIAN BAY
85160	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	S 2 SUD;BLD	11	22	21S	28E	BASTIAN BAY
85262	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	K RA SUE;LL&E A	21	42	20S	28E	BASTIAN BAY
85933	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	J SUB; LL&E A	20-D	42	20S	28E	BASTIAN BAY
86087	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA R RB SU;BLD	11-D	22	21S	28E	BASTIAN BAY

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
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WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
86813	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	7-T	42	20S	28E	BASTIAN BAY
87718	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	21-D	42	20S	28E	BASTIAN BAY
88153	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	1-D	16	21S	28E	BASTIAN BAY
88285	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA W RA SU;A A GILMORE	4	15	21S	28E	BASTIAN BAY
88531	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE A	1-D	21	21S	28E	BASTIAN BAY
89118	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RA SU; AA GILMORE B	2	15	21S	28E	BASTIAN BAY

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CHARLES W. FASTERLING, ET AL
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WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
89433	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA X RA SU; LL&E A	22	42	20S	28E	BASTIAN BAY
89690	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;LL&E A	4-T	42	20S	28E	BASTIAN BAY
89927	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA ORA SU;L L & E B	1-D	41	20S	28E	BASTIAN BAY
90163	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;BLD	10-T	14	21S	28E	BASTIAN BAY
90185	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	A A GILMORE	4-D	15	21S	28E	BASTIAN BAY
90837	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA R RA SU;SL 3011	2	41	20S	28E	BASTIAN BAY
90838	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA R RA SU (SL #3011)	3	41	20S	28E	BASTIAN BAY
90944	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;A A GILMORE B	2-D	15	21S	28E	BASTIAN BAY
91103	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	21-T	42	20S	28E	BASTIAN BAY
91423	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU;LL & E A	22-D	42	20S	28E	BASTIAN BAY
91424	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA S RA SU	22-T	42	20S	28E	BASTIAN BAY
92132	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA ORA SU;SL 3011	1-D	40	20S	28E	BASTIAN BAY

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
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7/30/2019

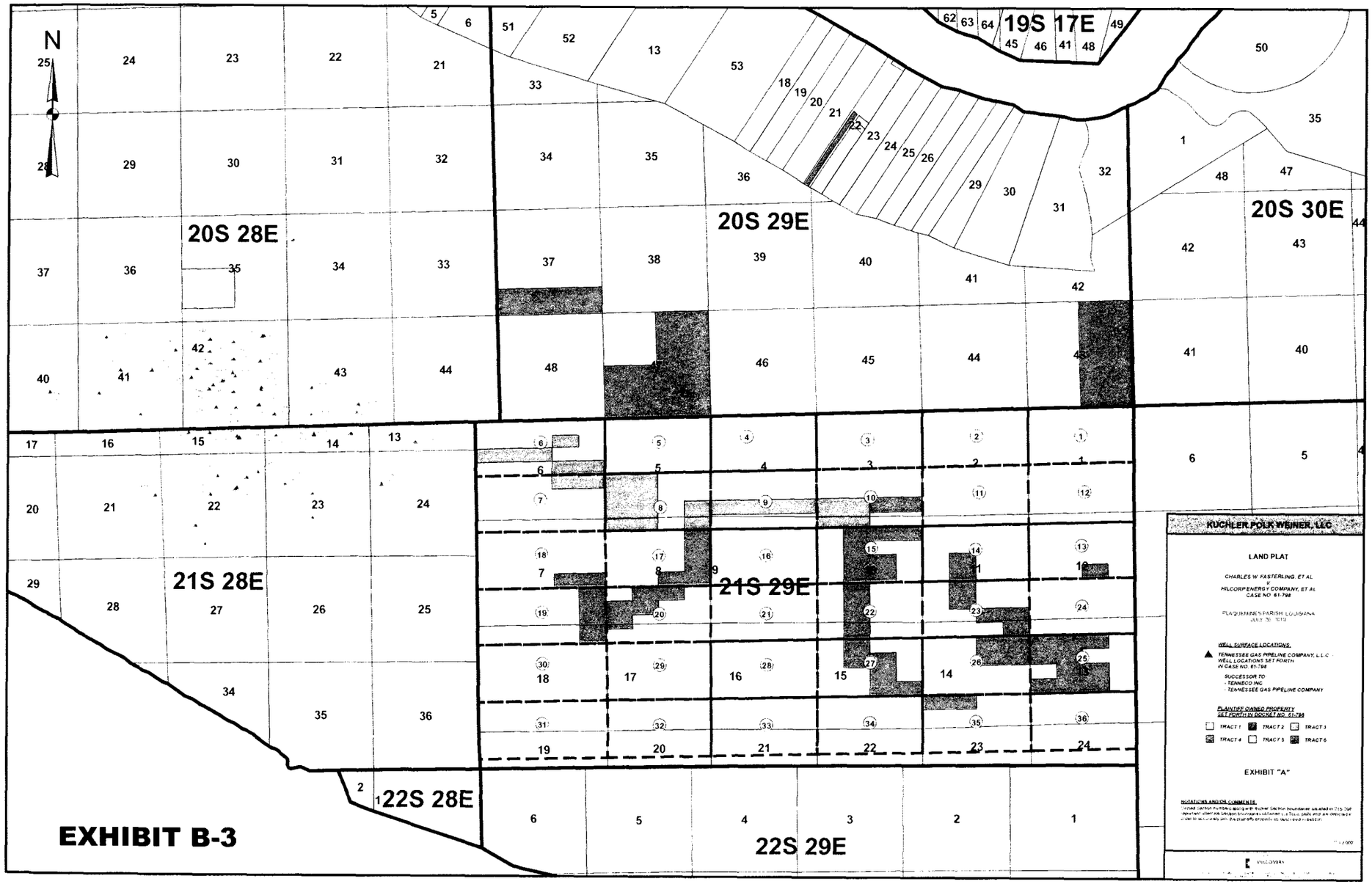
WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
92919	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;SL 3010	1-D	0	0	0	BASTIAN BAY
93294	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;LL&E A	28	43	20S	28E	BASTIAN BAY
93993	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBAS RA SU;SL 3011	3-D	41	20S	28E	BASTIAN BAY
95065	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BLD	1-T	14	21S	28E	BASTIAN BAY
95987	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	S/L 3011 R SAND	4	22	21S	28E	BASTIAN BAY
115238	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA W RA SU;BLD	13	22	21S	28E	BASTIAN BAY
119367	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BURAS LEVEE DISTRICT	13-T	22	21S	28E	BASTIAN BAY
121848	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	5	15	21S	28E	BASTIAN BAY
123317	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA O RA SU;LL&E A	27	42	20S	28E	BASTIAN BAY
144765	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A SWD	29	42	20S	28E	BASTIAN BAY

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
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WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
157672	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	BLD	14	22	21S	28E	BASTIAN BAY
178089	**TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC.]	BBA XRA SU;A A GILMORE	1	42	20S	28E	BASTIAN BAY
179190	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	W RA SUA;A A GILMORE	3-ALT	42	20S	28E	BASTIAN BAY
180646	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	M RB SUA;BLD	15	14	21S	28E	BASTIAN BAY
211517	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	R RB SUA;BLD	17	22	21S	28E	BASTIAN BAY
211678	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	S RA SUA;BLD	16-ALT	14	21S	28E	BASTIAN BAY

TENNESSEE GAS PIPELINE COMPANY, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
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7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD_NAME
213983	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	V RA SUA;A A GILMORE B	4	15	21S	28E	BASTIAN BAY
215784	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE B	5	15	21S	28E	BASTIAN BAY
216393	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	BBA X RA SU;GILMORE B	6	42	20S	28E	BASTIAN BAY
216570	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	GILMORE B	5-D	15	21S	28E	BASTIAN BAY
219166	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	LL&E A	30	42	20S	28E	BASTIAN BAY


N
19S 17E
20S 28E
20S 29E
20S 30E
21S 28E
21S 29E
22S 28E
22S 29E
EXHIBIT B-3
KUCHLER POLK WEINER, LLC
LAND PLAT
CHARLES W FASTERLING, ET AL
v
HILCORP ENERGY COMPANY, ET AL
CASE NO. 61-798
PLAQUEMINES PARISH, LOUISIANA
WELL SURFACE LOCATIONS:
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
WELL LOCATIONS SET FORTH
IN CASE NO. 61-798
SUCCESSOR TO
- TENNECO INC
- TENNESSEE GAS PIPELINE COMPANY
PLAINTIFF OWNED PROPERTY
SET FORTH IN DOCKET NO. 61-798
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5
TRACT 6
EXHIBIT "A"
NOTATIONS AND/OR COMMENTS:

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 16 2019
DY. CLERK

FILED:_____

DEPUTY CLERK

MEMORANDUM IN SUPPORT OF DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF TENNESSEE GAS PIPELINE COMPANY, L.L.C.

Defendant, Tennessee Gas Pipeline Company, L.L.C. as alleged successor in interest to Tenneco Inc. and Tennessee Gas Pipeline Company ("Tennessee Gas"), submits this memorandum in support of its dilatory and peremptory exceptions.

BACKGROUND

Six Plaintiffs claiming to own land in Plaquemines Parish have sued nine different Defendants in tort and contract, alleging that Defendants' oil and gas operations damaged Plaintiffs' coastal land. That is as specific as the allegations against Tennessee Gas ever get. Plaintiffs' First Supplemental and Amending Petition[1] is therefore impermissibly vague, ambiguous, and fails to conform to Article 891 of the Louisiana Code of Civil Procedure. Plaintiffs must be ordered to re-plead their factual allegations against Tennessee Gas with specificity. Absent such specificity, Plaintiffs' claims against Tennessee Gas should be dismissed.

Plaintiffs borrow their factual allegations verbatim from the petition in *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, No. 60-999, Div. A, (25th JDC) (Filed Nov. 8, 2013); No. 18-05210 (E.D. La.) (stayed) ("*Parish Case*").[2] Plaintiffs' core contention is the Defendants' operation of wells and alleged permit violations caused land loss and other harm to their property, located within the Parish's "Operational Area." Petition ¶ 10. In particular, Plaintiffs "allege, upon information and belief, that Defendants' acts and/or omissions on and

[1] References to the Petition or Plaintiffs' Petition in this Memorandum are to Plaintiffs' First Supplemental and Amending Petition for Damages.

[2] Exhibit A, Petition for Damages to the Plaquemines Parish Coastal Zone, *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, No. 60-999, Div. A, 25th Judicial District Court.

around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence—leading to land loss, increased risk of land loss and storm surge, and other damage to Plaintiffs' Property." *Id.* at ¶ 11 (emphasis added). In turn, Plaintiffs allege that "land loss is caused when the [alleged] activities … present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands." *Id.*

Plaintiffs contend that Defendants' actions generally "caused damage and land loss" and that Defendants failed "to prevent unreasonable alterations to the surrounding land and marsh." *Id.* at ¶¶ 11-12. Plaintiffs' Petition describes damage "within and around the Operational Area." *Id.* at ¶ 16. Indeed, Exhibit B to Plaintiffs' Petition identifies nearly 600 wells operated by Defendants on land throughout the "Operational Area"—not just that alleged to be owned by Plaintiffs. *Id.* at Exhibit B. Exhibit B to Plaintiffs' Petition lists 95 wells that Plaintiffs associate with Tennessee Gas, and ***none of those wells are located on Plaintiffs' property.***[3]

As a remedy, Plaintiffs seek money damages and "injunctive relief in the form of abatement and restoration of the coastal land at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration." *Id.* at ¶¶ 47-48.

Plaintiffs allege that, because all Defendants' "operations have caused cumulative and collective impacts to the Plaintiffs' Property … [t]he only feasible and practical outcome … is restoration to the area as a whole." *Id.* a ¶¶ 49-50.

Plaintiffs seek to contractually enforce some 132 coastal use permits that the State of Louisiana issued to various oil and gas companies. Plaintiffs' breach of contract claims against Defendants fail as a matter of law because coastal use permits are not enforceable contracts and Plaintiffs cannot enforce these permits under any legal theory. Separately, of the 132 coastal use permit files listed in Exhibit C to the Petition, ***none of the permits attributed to Tennessee Gas relate to activities located on Plaintiffs' property.***

[3] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of Tennessee Gas attributed wells in relation to Plaintiffs' property as described in the Petition).

LAW & ARGUMENT

I. ADOPTION OF OTHER DEFENDANTS' ARGUMENTS

Tennessee Gas adopts and incorporates the arguments set forth in the Memorandum in Support of Dilatory and Peremptory Exceptions on behalf of Chevron Defendants filed by Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. ("Chevron"), including the Exhibits attached thereto. Tennessee Gas specifically adopts Chevron's arguments related to this Court's ruling regarding the pleading deficiencies in the Plaquemines Parish Petition, which were copied and pasted into Plaintiffs' Petition.[4] Tennessee Gas also adopts Chevron's argument set forth in its Memorandum, which establish that coastal use permits are *not* contracts.[5] Plaintiffs' allegations that Defendants violated these coastal use permits, therefore, cannot supply a cause of action for breach of contract.[6] Further, even if permits could be considered "contracts" (which they cannot), Plaintiffs here are not third-party beneficiaries of those permits.[7] For these reasons, Plaintiffs do not state a cause of action for breach of contract against Tennessee Gas or any other Defendant.

Tennessee Gas also specifically adopts and incorporates the arguments set forth in the Memorandum in Support of the ConocoPhillips Defendants' Peremptory Exception of No Right of Action (the "ConocoPhillips Defendants' Memorandum") as if copied herein *in extenso*.

Tennessee Gas adds the following unique arguments in support of its dilatory and peremptory exceptions.

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[4] Chevron's arguments related to the other related and similarly deficient *Rozel, Borne*, and *Jefferson Parish* cases are particularly persuasive, given the similarity among those petitions and Plaintiffs' Petition here. *See* Mem. in Support of Dilatory and Peremptory Exceptions on Behalf of Chevron Defendants, at pp. 4-11 (hereinafter "Chevron Mem.").

[5] *See* Chevron Mem., at pp. 13-15.

[6] *See id.* A nearly identical attempt to enforce federal dredging permits under a third-party beneficiary theory was rejected by the U.S. District Court for the Eastern District of Louisiana in *Board of Commissioners of Southeast Louisiana Flood Protection Authority-East v. Tennessee Gas Pipeline Co., LLC*, 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015), *aff'd*, 850 F.3d 714 (5th Cir. 2017). The Court held that the permits were not contracts enforceable on a third-party beneficiary theory. *Id.* 645-46 & & 645 n.259.

[7] *See* Chevron Mem., at pp. 15-18. Plaintiffs' counsel filed similar petitions in February 2015 in three other cases on behalf of plaintiff-landowners who, like the Plaintiffs here, asserted claims for breach of contract as third-party beneficiaries against oil and gas companies. In *Borne v. Chevron U.S.A., Inc.*, No. 744-218, Div. "M," 24th JDC, the plaintiffs-landowners abandoned their claims of breach of contract as third-party beneficiaries after they were ordered to amend their petition following the court's granting of defendants' dilatory exception of vagueness. The court had deferred ruling on the peremptory exceptions of no cause of action as to the plaintiffs' breach of contract claims. *See* Chevron Mem., at Exhibit B-3 (Order at 1-2, *Borne*, No. 744-218, Div. "M," 24th JDC (Jan. 19, 2017)).

II. DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY, AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

For the reasons asserted by Chevron, the allegations against Tennessee Gas are similarly impermissibly vague, ambiguous, and fail to conform to article 891 of the Louisiana Code of Civil Procedure. In fact, the deficiencies related to Tennessee Gas are particularly egregious. Plaintiffs do not identify a single improper activity by Tennessee Gas. Plaintiffs instead resort to haphazardly listing all activities Tennessee Gas ever conducted in the area. Even if such a list could satisfy Louisiana law—and it cannot—Plaintiffs' list of all Tennessee Gas' activities raises more questions than it answers. Exhibit B to Plaintiffs' Petition lists 95 wells that Plaintiffs associate with Tennessee Gas, and ***none of those wells are located on Plaintiffs' property***.[8] In fact, many of the 586 wells Plaintiffs identify as having been drilled by the Defendants do not appear to be located on Plaintiffs' property. Of the 132 coastal use permit files listed in Exhibit C to the Petition, ***none of the permits attributed to Tennessee Gas relate to activities located on Plaintiffs' property***. And of course, Plaintiffs do not say which, if any, of these wells allegedly constitute or even relate to unlawful activity.

Plaintiffs' bare-boned allegations fail to plead the critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache v. Alpha Technical Serv., Inc.*, 10-1086 (La. App. 5 Cir. 6/29/11), 71 So.3d 520, 524 ("[W]e find that the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a period of forty-six years, do not meet the requirements of La. C.C.P. art. 891.").

Accordingly, for these reasons and for the reasons asserted by Chevron, and adopted here, the Court should order Plaintiffs to amend their Petition to identify the specific facts supporting their claims, including the individual permits that they allege were violated, by whom, where, when, and how, and the injuries they alleged resulted from each permit violation. Plaintiffs must also identify the activities they allege were conducted without permits where such permits were required, by who, where, when, and how, and the injuries they allege resulted from each alleged

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[8] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of Tennessee Gas attributed wells in relation to Plaintiffs' property as described in the Petition).

unpermitted activity, and the basis for claiming solidary liability for the alleged injuries. As in *Borne*, discovery is not necessary for Plaintiffs to allege such facts. Plaintiffs—who are represented by the same counsel as the plaintiffs in *Borne* and assert nearly identical claims—are more than capable of determining and pleading the facts underlying their claims. Unlike the Parish cases, this is not an enforcement action by a governmental entity claiming that operators are liable for failing to obtain coastal use permits. This is a tort case involving Plaintiffs' own properties. Plaintiffs themselves are in the best position to know what harm was allegedly done to their properties and what they believe the cause of that harm to be. Basic investigation of their claims from public records and their own files would have (and should have) alerted Plaintiffs to the fact that they included claims against Defendants like Tennessee Gas whose well operations and activities authorized by coastal use permits did not occur on Plaintiffs' property. Authorizing discovery to proceed against this background—where Plaintiffs are likely to dismiss Defendants and claims after further investigation, as occurred in *Borne*—would impose an inequitable burden on Defendants (including those like Tennessee Gas which have been improperly named) and "would essentially require [defendants] to sustain the burden of disproving the case brought against them." *Smart v. Gold, Weems, Bruser, Sues & Rundell,* 06-1414, pp. 5 (La. App. 3 Cir. 4/4/07); 955 So. 2d 263, 267. Plaintiffs should be required to investigate their claims, as they should have done in the first instance. Absent any factual allegations against Tennessee Gas after amendment, Plaintiffs' claims against Tennessee Gas should be dismissed.

III. PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION

A peremptory exception of no right of action tests "whether the particular plaintiff has a right to bring the suit and is a member of the class of persons that has a legal interest in the subject matter of the litigation, assuming the petition states a valid cause of action for some person." *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267, p. 7 (La. 10/25/11, 6); 79 So.3d 246, 256. The exception of no right of action may be submitted on the pleadings, but evidence may also be introduced in support of the objection raised when the grounds thereof do not appear from the petition. La. Code Civ. Proc. art. 931.

Article 681 of the Louisiana Code of Civil Procedure provides that an action can be brought only by a person having a real and actual interest which he asserts. Injury to property must be

understood as damage to the real rights in the property. *Eagle Pipe,* 2010-2267 at p. 43. "A tortfeasor who causes injury or damage to a real right in property owes an obligation *to the owner of the real right*. This relationship arises as a matter of law and provides to the owner of the real right a personal right to sue the tortfeasor for damages." *Id.* (emphasis added). As set forth in the ConocoPhillips Defendants' Memorandum, o*nly the landowner* possesses the requisite "real and actual" or "proprietary" interest to assert a right of action to recover for injury to, or restoration of, his property.[9]

As noted in the vagueness briefing above, Exhibit B to Plaintiffs' Petition lists 95 wells that Plaintiffs associate with Tennessee Gas, but **none of those wells are on Plaintiffs' property**.[10] And due to the vague nature of the Petition, we do not know who might have the requisite real and actual interest to assert a claim for damage to or restoration of land in the Operational Area where Tennessee Gas' wells are located. There are no facts in Plaintiffs' Petition to support the contention that Plaintiffs have a real and proprietary interest in lands other than those tracts described in Paragraph 7. Accordingly, Plaintiffs' have no right of action to assert those claims as a matter of law. Tennessee Gas moves this Court to dismiss Plaintiffs' claims related to damage to or restoration of property other than that described in Paragraph 7 of the Petition.

IV. PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

A cause of action, for purposes of the peremptory exception, is defined as "the operative facts that give rise to [a] plaintiff's right to judicially assert [an] action against the defendant." *Ramey v. DeCaire*, 03-1299, p. 7 (La. 3/19/04); 869 So. 2d 114, 118. The function of the exception of no cause of action is to "test the legal sufficiency of the petition . . . by determining whether the law affords a remedy on the facts alleged in the petition." *Id.*

Here, the only purported "operative facts"[11] for Plaintiffs' contract claims are alleged breaches of the coastal use permits ("CUPs") listed in Exhibit C to the First Supplemental and

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[9] *See* ConocoPhillips Defendants' Memorandum at pp. 5-6.

[10] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of Tennessee Gas attributed wells in relation to Plaintiffs' property as described in the Petition).

[11] Of course, a listing of 132 permits is not a statement of "operative facts," as detailed in the Exception of Vagueness. Nor are bald allegations of breach of contract sufficient to state a cause of action, since "conclusions of law asserted as facts are not considered well-pled allegations of fact." *Walton Constr. Co. v. G.M. Horne & Co.*, 07-0145, p. 6 (La. App. 1 Cir. 2/20/08); 984 So. 2d 827, 832.

Amending Petition for Damages. *See* Petition, ¶ 46 (alleging breach of contract for "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"). Plaintiffs fail to allege which "express and implied obligations and duties" Defendants allegedly violated, or even which specific CUPs allegedly were violated.

Moreover, of the 132 coastal use permit files listed in the Petition, only 24 are attributed to Tennessee Gas. *See* Petition, Exhibit C. However, none of these 24 permit files relates to activities on Plaintiffs' property. Because nothing even purporting to be a contract with Tennessee Gas is at issue in Plaintiffs' claims alleging harm to their property, Plaintiffs state no cause of action against Tennessee Gas for breach of contract. *See Borning v. Saia*, 517 So. 2d 492, 493 (La. App. 1 Cir. 1987) (finding that plaintiff "failed to set forth sufficient grounds to establish a cause of action in contract" where "the pleadings and affidavits establish[ed] without contradiction that there was no contract between plaintiff and [defendants]"); *Larkin v. First of Ga. Underwriters*, 466 So. 2d 655, 656-57 (La. App. 5 Cir. 1985) (affirming trial court's granting of "an exception of no cause of action grounded in the contention there was no contract between [defendant] and plaintiff"); *cf. Tidewater, Inc. v. Baldwin-Lima Hamilton Corp.*, 410 So. 2d 355, 357 (La. App. 4 Cir. 1982) (holding that plaintiffs' cause of action was not governed by the prescriptive period for an action based on breach of contract where "no such contract [was] found in any of the documents included in the record").

For these reasons, Plaintiffs do not state a cause of action for breach of contract against any Defendant, including Tennessee Gas.

CONCLUSION

The Court should order Plaintiffs to amend the Petition to state with particularity the facts that form the basis of their claims. The Court should also dismiss Plaintiffs' claims related to damage to or restoration of property other than that described in Paragraph 7 of the Petition by granting Tennessee Gas' Exception of No Right of Action. Further, because the CUPs identified in Exhibit C are not contracts, because Plaintiffs are not intended third-party beneficiaries of those CUPs, and because Plaintiffs have not identified a single Tennessee Gas CUP related to their

property, the Court should grant the Exception of No Cause of Action and dismiss Count 5 of Plaintiffs' Petition, at Plaintiffs' cost.

Respectfully submitted:

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
Telephone: (504) 592-0691
Facsimile: (504) 592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for Tennessee Gas Pipeline Company, L.L.C.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepared, this 16th day of August, 2019.

Michele Hale DeShazo

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 16 2019
DEPUTY CLERK

FILED:_____ _____
DEPUTY CLERK

DILATORY AND PEREMPTORY EXCEPTIONS
ON BEHALF OF TENNESSEE GAS PIPELINE COMPANY, L.L.C.

NOW INTO COURT, through undersigned counsel, comes Defendant, Tennessee Gas Pipeline Company, L.L.C. as alleged successor in interest to Tenneco Inc. and Tennessee Gas Pipeline Company ("Tennessee Gas"), who excepts to Plaintiffs' Petition for Damages, as amended by the First Supplemental and Amending Petition for Damages (collectively, the "Petition"), as follows and as set forth in the accompanying memorandum.

DILATORY EXCEPTION OF VAGUENESS AND/OR AMBIGUITY AND FAILURE TO COMPLY WITH ARTICLE 891 OF LOUISIANA CODE OF CIVIL PROCEDURE

1.

Pursuant to Louisiana Code of Civil Procedure article 926, Tennessee Gas asserts that Plaintiffs' Petition is impermissibly vague and ambiguous and fails to comply with Louisiana Code of Civil Procedure article 891.

2.

Tennessee Gas asserts the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure article 926(A)(5) on the grounds that the Petition filed in this matter makes vague, collective allegations against nine defendants, without providing even the most basic information about the Plaintiffs' claims or the complained of activities of the Defendants. The Petition's excessive vagueness prevents Tennessee Gas from properly forming a response and preparing a defense in this matter.

3.

Moreover, although Plaintiffs claim property damage arising from the operation of wells and operations under coastal use permits, **none of the coastal use permit files or wells that Plaintiffs identify in their Petition as being associated with Tennessee Gas relate to operations on Plaintiffs' property.**

4.

Tennessee Gas also asserts the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure article 891 pursuant to Louisiana Code of Civil Procedure article 926(A)(4). The Petition does not "contain a short, clear and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by article 891.

PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION REGARDING ALLEGED DAMAGE TO PROPERTY OTHER THAN THAT OWNED BY PLAINTIFFS

5.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, Tennessee Gas asserts the peremptory exception of no right of action as to Plaintiffs' claims for alleged damage to property other than that owned by Plaintiffs in the "Operational Area."

6.

Plaintiffs allege that Tennessee Gas operated various wells, listed in Exhibit B to their Petition.

7.

Plaintiffs further allege that the operations and actions of Tennessee Gas related to those wells "caused damage and land loss."

8.

Even though Plaintiffs only claim to own the land described in Paragraph 7 of their Petition and **none of the coastal use permit files or wells that Plaintiffs identify in their Petition as being associated with Tennessee Gas relate to operations on Plaintiffs' property**, Plaintiffs seek injunctive relief and monetary damages related to restoration of the "Operational Area" as a whole.

9.

For the reasons set forth in the peremptory exception filed by ConocoPhillips Company and The Louisiana Land and Exploration Company LLC, which arguments are adopted and incorporated herein, Plaintiffs do not have a real and actual interest in an action for restoration to land they do not own, so Plaintiffs have no right of action related to claims for damage to that land pursuant to Louisiana Code of Civil Procedure articles 681 and 927(A)(6). Accordingly, Plaintiffs' claims related to property owned by third persons should be dismissed.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION REGARDING "BREACH OF CONTACT - THIRD-PARTY BENEFICIARY" CLAIMS

10.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, Tennessee Gas asserts the peremptory exception of no cause of action as to Count 5 of Plaintiffs' Petition, entitled "Breach of Contract – Third Party Beneficiary."

11.

Plaintiffs' contract claims are based solely on alleged breaches of coastal use permits ("CUPs") listed in Exhibit C to Plaintiffs' First Supplemental and Amending Petition for Damages. *See* Petition, ¶ 46 (alleging "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"). In those claims, Plaintiffs seek damages for alleged harm to their property, as well as abatement and restoration of their property. *See id.*, ¶¶ 44, 47, 48.

12.

Even though Plaintiffs are not named in the CUPs, the Plaintiffs claim they are somehow third-party beneficiaries to the CUPs.

13.

However, none of the CUPs attributed to Tennessee Gas in Plaintiffs' Exhibit C relate to activities on Plaintiffs' property. *See id.*, at Exhibit C. This ends the inquiry. Plaintiffs cannot state a cause of action against Tennessee Gas for breach of contract, because nothing even purporting to be a contract with Tennessee Gas is at issue in Plaintiffs' claims.

14.

Accordingly, for the reasons set forth in the peremptory exception filed by Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc.—permits are not contracts, and these Plaintiffs are not the intended beneficiaries of the permits—which arguments are adopted and incorporated herein, Plaintiffs have no cause of action to assert contract claims based on the alleged breach of coastal use permits against Tennessee Gas.

ADOPTION OF OTHER EXCEPTIONS

15.

In addition to the above, specific adoption of exceptions filed by the ConocoPhillips and Chevron Defendants, Tennessee Gas adopts, under Article 853 of the Louisiana Code of Civil Procedure, any and all exceptions pled by any and all Defendants herein, to the extent those exceptions apply to Tennessee Gas. Additionally, Tennessee Gas reserves the right to urge any additional exceptions based upon facts uncovered through discovery.

RULE 9.8 STATEMENT

16.

Pursuant to Uniform Local Rule of Court 9.8(a), Tennessee Gas states that this matter is not presently set for trial and gives notice that it does not intend to introduce live testimony at the hearing in this matter in support of the foregoing exceptions. Tennessee Gas reserves the right to introduce testimony upon proper notice to Plaintiffs.

WHEREFORE, Tennessee Gas Pipeline Company, L.L.C. prays that its exceptions be granted and that the Plaintiffs' claims be dismissed at Plaintiffs' cost.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Respectfully submitted:

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
Telephone: (504) 592-0691
Facsimile: (504) 592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for Tennessee Gas Pipeline Company, L.L.C.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepared, this 16th day of August, 2019.

Michele Hale DeShazo

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED:_____ _____

DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing Dilatory Exception of Vagueness and/or Ambiguity and Non-Conformity, and Peremptory Exceptions of No Right of Action and No Cause of Action filed on behalf of Tennessee Gas Pipeline Company, L.L.C.;

IT IS HEREBY ORDERED that the Plaintiffs show cause on the ____ day of _____, 2019, as to why these exceptions should not be granted.

Belle Chasse, Louisiana this ____ day of _____, 2019.

_____

JUDGE

SHERIFF PLEASE SERVE:

Plaintiffs, through their counsel of record:

Jones, Swanson, Huddell & Garrison
Gladstone N. Jones
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

FOR SERVICE

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

FILED: _____ FILED

DEPUTY CLERK NOV 08 2013

s/ LANA H. COLUDROVICH DY. CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "**CZM Act of 1978**"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "**CZM Laws**").

FILED
AUG 16 2019
DY. CLERK

EXHIBIT A

2.

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South America Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste.. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to **Phillips Oil Company**, and **Phillips Petroleum Company**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company, McMoran Production Company**;

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to **Louisiana Gas Service Exploration Program**;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and **Louisiana Gas Service Exploration Program**; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to **Valero Producing Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "**LDNR**") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**CWA**");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "**OCSLA**")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH,
PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

A TRUE COPY
Dy. Clerk of Court
Parish of Plaquemines, La.

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, ANADARKO COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF LAFAYETTE

AFFIDAVIT OF KEITH A. DRONET

BEFORE ME, the undersigned Notary Public for the State of Louisiana, Parish of Lafayette, personally came and appeared Keith A. Dronet, a person of the full age of majority and to me personally known, who after being duly sworn, did depose and state the following, upon personal knowledge:

I. Qualifications

1. I am a Certified Professional Landman with the American Association of Professional Landmen since 1989 bearing Certification No. 4057 and have conducted title research, mineral histories and land related services for over 35 years throughout the State of Louisiana, particularly as those records pertain to title, ownership and oil and gas matters, as indicated in my CV attached hereto as Exhibit 1. I have been accepted as an expert professional landman in court for purposes of attesting to the contents of oil and gas related documents and title documents. The information and opinions set forth herein are within the scope of the professional services I routinely provide to clients, and are based upon documents and information typically relied upon in my profession as a basis for opinions.

FILED
AUG 16 2019
DY. CLERK

EXHIBIT
tabbies
B

I also have experience researching oil and gas records maintained by the Louisiana Department of Natural Resources' Office of Conversation.

II. Research

2. In connection with the civil action *Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.*, pending in the 25th Judicial District Court for the Parish of Plaquemines, Docket No. 61-798, Division "B," and in accordance with the accepted standards and practices set forth above, I have supervised review of the historic well files, including the plats and location descriptions of all wells listed as associated with Anadarko E&P Onshore, LLC[1] as identified by Plaintiffs in Exhibit B to their First Supplemental and Amending Petition for Damages ("First Amended Petition").[2] I have also reviewed the property descriptions of Plaintiffs' property as set forth in the First Amended Petition. The attached map (Exhibit 3) accurately reflects the location of Plaintiffs' property as described in the First Amended Petition and the wells associated with Anadarko E&P Onshore, LLC as alleged in Plaintiffs' First Amended Petition.

3. The excerpts from the well records gathered from the Louisiana Department of Natural Resources for the wells identified on Exhibit 2 include the well location descriptions and well location plats and are of the kind and quality routinely examined and relied upon by myself and other professional landmen.

III. Relevant Well Locations

4. My research reveals the following:

    a. Plaintiffs' First Amended Petition names as a defendant, Anadarko E&P Onshore, LLC, as alleged successor in interest to Union Pacific Resources Company and RME Petroleum Company ("Anadarko").[3]

    b. Exhibit B to the First Amended Petition identifies several well serial numbers as associated with Anadarko.[4]

---

[1] Anadarko E&P Onshore, LLC is named as alleged successor in interest to Union Pacific Resources Company and RME Petroleum Company.
[2] The list of wells associated with Anadarko E&P Onshore, LLC is attached hereto as Exhibit 2.
[3] First Amended Petition, at ¶ 13(d).
[4] *See* Exhibit 2.

5. My research also confirms that the attached Map is a true and accurate depiction of the location of the Plaintiffs' property as described in the First Amended Petition and the location of the wells associated with Anadarko.[5]

6. None of the wells associated with Anadarko are located on Plaintiffs' property as described in the First Amended Petition. The well associated with Anadarko closest to Plaintiffs' property (well serial number 219166) is approximately 0.6 miles from Plaintiffs' property as described in the First Amended Petition.[6]

THUS DONE AND SIGNED on this 7th day of August, 2019, in Lafayette, Louisiana.

KEITH A. DRONET

SWORN TO AND SUBSCRIBED FOR ME, the undersigned Notary Public in and for the Parish of Lafayette, State of Louisiana, this 7th day of August, 2019.

Julie C. Wood
Notary Public

JULIE C. WOOD
Notary Public
State of Louisiana
Lafayette Parish
Notary ID # 7076
My Commission is for Life

[5] *See* First Amended Petition and Exhibit 2.
[6] *See* Exhibit 3.

STATEMENT OF QUALIFICATIONS

KEITH A. DRONET, CPL

1.

Graduated from the University of Louisiana at Lafayette (formerly: the University of Southwestern Louisiana) with a degree of Bachelor of Science in Business Administration in 1980.

2.

I am a Certified Professional Landman with the American Association of Professional Landmen since 1989 bearing Certification No. 4057 and have conducted title research, mineral histories and land related services for over thirty-five (35) years throughout the State of Louisiana, particularly as those records pertain to title, ownership and oil and gas matters.

3.

I am currently the President/CEO of Discovery Land Group, LLC, an oil and gas abstracting and professional land services company located in Lafayette, Louisiana.

4.

In my capacity as a Certified Professional Landman, I am familiar with the public records of the offices of the various Clerk of Courts located throughout the State of Louisiana, and have extensive experience in reviewing said records for the purpose of determining title to surface, oil, gas and minerals, and oil, gas and mineral leasehold interests. I am familiar with the public records of the State of Louisiana, Department of Natural Resources, Office of Mineral Resources, State Land Office, and Office of Conservation. I have conducted research and supervised others in joint efforts for the purpose of locating pertinent instruments to be provided for legal analyses, such as title opinions. I have experience researching the operational and production histories of oil and gas wells in the records of the Louisiana Department of Natural Resources' – Office of Conservation.

EXHIBIT B-1

5.

In my capacity as a Certified Professional Landman, I have prepared, negotiated and acquired numerous Oil, Gas and Mineral Leases, Right of Way Agreements, Curative Agreements, Surface and Mineral Ownership Reports, Leasehold Revenue and Unit Ownership Reports and Division of Interest Reports and Well/Mineral Histories.

6.

I have been accepted as an expert in the field of title and as a Professional Landman for Judicial Matters and for testimony and/or deposition purposes as a professional landman of attesting to the surface and mineral ownership, oil, gas and mineral leasehold title and ownership, contents, negotiation, and terms of oil, gas and land transactional documents, including mineral leases, assignments, releases, right of ways, and other matters. I have been qualified as an expert witness or deposed in the following Courts of Law and Cases for the following judicial matters, to-wit:

a) 17th Judicial District Court for the Parish of Lafourche, Louisiana; Sterling Sugars, Inc. v. Amerada Hess Corporation, et al, Division "D", No. 100091, 17th JDC, Lafourche Parish, LA (July, 2014) for the law firm of Liskow & Lewis;

b) 17th Judicial District Court for the Parish of Lafourche, Louisiana; Genesis Pipeline USA, L.P. v. Otto Candies, LLC, Civil Docket No. 126359 C, 17th JDC, Lafourche Parish, LA (July, 2015) for the law firm of Baldwin, Haspel, Burke & Mayer, LLC;

c) 11th Judicial District Court for the Parish of Sabine, Louisiana; The SUVA Corporation, et al v. Jane Rene Johnson Smith, et al, Docket No. 63,173, 11th JDC, Sabine Parish, LA (December, 2015) for the law firm of Wiener, Weiss & Madison and Michael S. Coyle;

d) United States District Court, Eastern District of Louisiana; Dianne Sanchez, et al v. Texas Brine, LLC, et al, Civil Action No. 13-CV-5227, Assumption Parish, LA (October, 2016) for the law firm of Curry & Friend, PLC.

e) United States District Court, Eastern District of Louisiana, Lisa T. LeBlanc, et al v. Texas Brine Company, LLC, et al, Civil Action No. 12-2059 and consolidated cases (August, 2017), for the law firm Munger, Tolles and Olsen LLP.

7.

I have conducted research and Affidavit preparation as a Professional Landman for Judicial Matters of attesting to the surface and mineral ownership, oil, gas and mineral leasehold title, contents, and terms of oil, gas and/or land transactional documents, including mineral leases, assignments, releases and other matters in the following Courts of Law and Cases for presentation for the following judicial matters, to-wit:

a) 38th Judicial District Court for the Parish of Cameron, Louisiana; Sandra Duhon Bernard, et al v. BP America Production Company, et al, Civil Docket No. 10-16704, 38th JDC, Cameron Parish, Louisiana (May, 2010, April & December, 2012) for the law firm of Ottinger & Hebert, L.L.C.;

b) 27th Judicial District Court for the Parish of St. Landry, Louisiana; Opelousas - St. Landry Realty Company, Inc. v. BP America Production Co., et al, Civil Docket No. 12-C-6046-D, 27th JDC, St. Landry Parish, LA (March, 2014); and
Jack Anthony Devillier, et al v. Chevron USA, Inc., et al, Civil Docket No. 12-C-5530, 27th JDC, St. Landry Parish, Louisiana (October, 2013) for the law firm of Ottinger & Hebert, L.L.C.;

c) 7th Judicial District Court for the Parish of Catahoula, Louisiana; Agri-South Group, LLC, et al v. Exxon Mobil Corporation, et al, Civil Docket No. 24,132, 7th JDC, Catahoula Parish, LA (October, 2013); and
M. J. Farms, Ltd. v. Missiana, L.L.C., et al, Civil Docket No. 24,055, 7th JDC, Catahoula Parish, Louisiana (May, 2013) for the law firm of Ottinger & Hebert, L.L.C.;

d) 15th Judicial District Court for the Parish of Lafayette, Louisiana; Barry Ancelet, et al v. Condor Petroleum Corp., et al, Docket No. C-20143531-A, 15th JDC, Lafayette Parish, Louisiana (December, 2014) for the law firm of Guglielmo, Lopez, Tuttle & Hunter, L.L.P.;

e) 6th Judicial District Court for the Parish of Tensas, Louisiana; Benjamin M. Watson, et al v. BHP Billiton Petroleum Inc., et al Docket No. 23,593, 6th JDC, Tensas Parish, Louisiana (December, 2015) for the law firm of Ottinger & Hebert, L.L.C.;

f) 16th Judicial District Court for the Parish of St. Martin, Louisiana; Harold J. Guidry, et al v. BP America Production Company, et al Docket No. 82,537, Division "G"; 16th JDC, St. Martin Parish, Louisiana (February, 2016) for the law firm of Guglielmo, Lopez, Tuttle & Hunter, L.L.P.

ANADARKO E & P ONSHORE, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
61675	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	W RA SUA;A A GILMORE	1	16	21S	28E	BASTIAN BAY
64998	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE A	1	21	21S	28E	BASTIAN BAY
65549	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	7	42	20S	28E	BASTIAN BAY
66686	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE B	1	15	21S	28E	BASTIAN BAY

EXHIBIT B-2

ANADARKO E & P ONSHORE, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
66760	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY] **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	7-D	42	20S	28E	BASTIAN BAY
78757	**CONOCOPHILLIPS COMPANY; ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE B	1-D	15	21S	28E	BASTIAN BAY
84135	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	19	42	20S	28E	BASTIAN BAY
84917	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	19-D	42	20S	28E	BASTIAN BAY

ANADARKO E & P ONSHORE, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
85262	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	K RA SUE;LL&E A	21	42	20S	28E	BASTIAN BAY
86813	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	7-T	42	20S	28E	BASTIAN BAY
87718	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	21-D	42	20S	28E	BASTIAN BAY
88153	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	1-D	16	21S	28E	BASTIAN BAY

ANADARKO E & P ONSHORE, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL NAME	WELL NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
88531	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE A	1-D	21	21S	28E	BASTIAN BAY
91103	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A	21-T	42	20S	28E	BASTIAN BAY
121848	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE	5	15	21S	28E	BASTIAN BAY
144765	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	LL&E A SWD	29	42	20S	28E	BASTIAN BAY

ANADARKO E & P ONSHORE, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
179190	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	W RA SUA;A A GILMORE	3-ALT	42	20S	28E	BASTIAN BAY
180646	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNECO INC. & TENNESSEE GAS PIPELINE COMPANY]	M RB SUA;BLD	15	14	21S	28E	BASTIAN BAY
211517	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	R RB SUA;BLD	17	22	21S	28E	BASTIAN BAY
211678	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	S RA SUA;BLD	16-ALT	14	21S	28E	BASTIAN BAY
213983	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	V RA SUA;A A GILMORE B	4	15	21S	28E	BASTIAN BAY

ANADARKO E & P ONSHORE, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
215784	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY] **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	A A GILMORE B	5	15	21S	28E	BASTIAN BAY
216393	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	BBA X RA SU;GILMORE B	6	42	20S	28E	BASTIAN BAY
216570	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	GILMORE B	5-D	15	21S	28E	BASTIAN BAY
219166	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES COMPANY]; **TENNESSEE GAS PIPELINE COMPANY, LLC** [TENNESSEE GAS PIPELINE COMPANY]	LL&E A	30	42	20S	28E	BASTIAN BAY
220391	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES CO.]	W RB SUA;A A GILMORE A	3	21	21S	28E	BASTIAN BAY
220427	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES CO.]	PLAQUEMINES PARISH GOVERNMENT	1	22	21S	28E	BASTIAN BAY

ANADARKO E & P ONSHORE, LLC WELLS
CHARLES W. FASTERLING, ET AL
VS.
HILCORP ENERGY COMPANY, ET AL
DOCKET NO. 61-798
PLAQUEMINES PARISH, LA
7/30/2019

WELL SERIAL	OPERATOR IN PETITION	WELL_NAME	WELL_NUM	SECTION	TOWNSHIP	RANGE	FIELD NAME
220837	**ANADARKO E & P ONSHORE, LLC** [UNION PACIFIC RESOURCES COMPANY]	A A GILMORE	7	22	21S	28E	BASTIAN BAY
221114	**ANADARKO E & P ONSHORE, LLC** [RME PETROLEUM COMPANY & UNION PACIFIC RESOURCES CO.]	A A GILMORE A	3-D	21	21S	28E	BASTIAN BAY


N
20S 28E
20S 29E
20S 30E
21S 28E
21S 29E
22S 28E
KUCHLER POLK WEINER, LLC
LAND PLAT
CHARLES W FASTERLING, ET AL
V
HILCORP ENERGY COMPANY, ET AL
CASE NO. 67-798
PLAQUEMINES PARISH, LOUISIANA
JULY 26, 2018
WELL SURFACE LOCATIONS:
ANADARKO E&P OFFSHORE, LLC -
WELL LOCATIONS SET FORTH
IN CASE NO. 67-798
SUCCESSOR TO:
- UNION PACIFIC RESOURCES COMPANY
- RME PETROLEUM COMPANY
PLAINTIFF OWNED PROPERTY
SET FORTH IN DOCKET NO. 61-798
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5
TRACT 6
EXHIBIT "A"
NOTATIONS AND/OR COMMENTS:

EXHIBIT B-3

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 16 2019
DY. CLERK

FILED: _____ _____
DEPUTY CLERK

MEMORANDUM IN SUPPORT OF DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF ANADARKO E&P ONSHORE LLC

Defendant, Anadarko E&P Onshore LLC, individually and as alleged successor in interest to Union Pacific Resources Company and RME Petroleum Company ("Anadarko"), submits this memorandum in support of its dilatory and peremptory exceptions.

BACKGROUND

Six Plaintiffs claiming to own land in Plaquemines Parish have sued nine different Defendants in tort and contract, alleging that Defendants' oil and gas operations damaged Plaintiffs' coastal land. That is as specific as the allegations against Anadarko ever get. Plaintiffs' First Supplemental and Amending Petition[1] is therefore impermissibly vague, ambiguous, and fails to conform to Article 891 of the Louisiana Code of Civil Procedure. Plaintiffs must be ordered to re-plead their factual allegations against Anadarko with specificity. Absent such specificity, Plaintiffs' claims against Anadarko should be dismissed.

Plaintiffs borrow their factual allegations verbatim from the petition in *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, No. 60-999, Div. A, (25th JDC) (Filed Nov. 8, 2013); No. 18-05210 (E.D. La.) (stayed) ("*Parish Case*").[2] Plaintiffs' core contention is the Defendants' operation of wells and alleged permit violations caused land loss and other harm to their property, located within the Parish's "Operational Area." Petition ¶ 10. In particular, Plaintiffs "allege, upon information and belief, that Defendants' acts and/or omissions on and

[1] References to the Petition or Plaintiffs' Petition in this Memorandum are to Plaintiffs' First Supplemental and Amending Petition for Damages.
[2] Exhibit A, Petition for Damages to the Plaquemines Parish Coastal Zone, *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, No. 60-999, Div. A, 25th Judicial District Court.

around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence—leading to land loss, increased risk of land loss and storm surge, and other damage to Plaintiffs' Property." *Id.* at ¶ 11 (emphasis added). In turn, Plaintiffs allege that "land loss is caused when the [alleged] activities … present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands." *Id.*

Plaintiffs contend that Defendants' actions generally "caused damage and land loss" and that Defendants failed "to prevent unreasonable alterations to the surrounding land and marsh." *Id.* at ¶¶ 11-12. Plaintiffs' Petition describes damage "within and around the Operational Area." *Id.* at ¶ 16. Indeed, Exhibit B to Plaintiffs' Petition identifies nearly 600 wells operated by Defendants on land throughout the "Operational Area"—not just that alleged to be owned by Plaintiffs. *Id.* at Exhibit B. Exhibit B to Plaintiffs' Petition lists 29 wells that Plaintiffs associate with Anadarko, and ***none of those wells are located on Plaintiffs' property.***[3]

As a remedy, Plaintiffs seek money damages and "injunctive relief in the form of abatement and restoration of the coastal land at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration." *Id.* at ¶¶ 47-48.

Plaintiffs allege that, because all Defendants' "operations have caused cumulative and collective impacts to the Plaintiffs' Property … [t]he only feasible and practical outcome … is restoration to the area as a whole." *Id.* at ¶¶ 49-50.

Plaintiffs seek to contractually enforce some 132 coastal use permits that the State of Louisiana issued to various oil and gas companies. Plaintiffs' breach of contract claims against Defendants fail as a matter of law because coastal use permits are not enforceable contracts and Plaintiffs cannot enforce these permits under any legal theory. Separately, of the 132 coastal use permit files listed in Exhibit C to the Petition, ***none of the permits attributed to Anadarko relate to activities located on Plaintiffs' property.***

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[3] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of Anadarko attributed wells in relation to Plaintiffs' property as described in the Petition).

LAW & ARGUMENT

I. ADOPTION OF OTHER DEFENDANTS' ARGUMENTS

Anadarko adopts and incorporates the arguments set forth in the Memorandum in Support of Dilatory and Peremptory Exceptions on behalf of Chevron Defendants filed by Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. ("Chevron"), including the Exhibits attached thereto. Anadarko specifically adopts Chevron's arguments related to this Court's ruling regarding the pleading deficiencies in the Plaquemines Parish Petition, which were copied and pasted into Plaintiffs' Petition.[4] Anadarko also adopts Chevron's argument set forth in its Memorandum, which establish that coastal use permits are *not* contracts.[5] Plaintiffs' allegations that Defendants violated these coastal use permits, therefore, cannot supply a cause of action for breach of contract.[6] Further, even if permits could be considered "contracts" (which they cannot), Plaintiffs here are not third-party beneficiaries of those permits.[7] For these reasons, Plaintiffs do not state a cause of action for breach of contract against Anadarko or any other Defendant.

Anadarko also specifically adopts and incorporates the arguments set forth in the Memorandum in Support of the ConocoPhillips Defendants' Peremptory Exception of No Right of Action (the "ConocoPhillips Defendants' Memorandum") as if copied herein *in extenso*.

Anadarko adds the following unique arguments in support of its dilatory and peremptory exceptions.

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[4] Chevron's arguments related to the other related and similarly deficient *Rozel, Borne*, and *Jefferson Parish* cases are particularly persuasive, given the similarity among those petitions and Plaintiffs' Petition here. *See* Mem. in Support of Dilatory and Peremptory Exceptions on Behalf of Chevron Defendants, at pp. 4-11 (hereinafter "Chevron Mem.").

[5] *See* Chevron Mem., at pp. 13-15.

[6] *See id.* A nearly identical attempt to enforce federal dredging permits under a third-party beneficiary theory was rejected by the U.S. District Court for the Eastern District of Louisiana in *Board of Commissioners of Southeast Louisiana Flood Protection Authority-East v. Tennessee Gas Pipeline Co., LLC*, 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015), *aff'd*, 850 F.3d 714 (5th Cir. 2017). The Court held that the permits were not contracts enforceable on a third-party beneficiary theory. *Id.* 645-46 & & 645 n.259.

[7] *See* Chevron Mem., at pp. 15-18. Plaintiffs' counsel filed similar petitions in February 2015 in three other cases on behalf of plaintiff-landowners who, like the Plaintiffs here, asserted claims for breach of contract as third-party beneficiaries against oil and gas companies. In *Borne v. Chevron U.S.A., Inc.*, No. 744-218, Div. "M," 24th JDC, the plaintiffs-landowners abandoned their claims of breach of contract as third-party beneficiaries after they were ordered to amend their petition following the court's granting of defendants' dilatory exception of vagueness. The court had deferred ruling on the peremptory exceptions of no cause of action as to the plaintiffs' breach of contract claims. *See* Chevron Mem., at Exhibit B-3 (Order at 1-2, *Borne*, No. 744-218, Div. "M," 24th JDC (Jan. 19, 2017)).

II. DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY, AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

For the reasons asserted by Chevron, the allegations against Anadarko are similarly impermissibly vague, ambiguous, and fail to conform to article 891 of the Louisiana Code of Civil Procedure. In fact, the deficiencies related to Anadarko are particularly egregious. Plaintiffs do not identify a single improper activity by Anadarko. Plaintiffs instead resort to haphazardly listing all activities Anadarko ever conducted in the area. Even if such a list could satisfy Louisiana law—and it cannot—Plaintiffs' list of all Anadarko's activities raises more questions than it answers. Exhibit B to Plaintiffs' Petition lists 29 wells that Plaintiffs associate with Anadarko, and ***none of those wells are located on Plaintiffs' property***.[8] In fact, many of the 586 wells Plaintiffs identify as having been drilled by the Defendants do not appear to be located on Plaintiffs' property. Of the 132 coastal use permit files listed in Exhibit C to the Petition, ***none of the permits attributed to Anadarko relate to activities located on Plaintiffs' property***. And of course, Plaintiffs do not say which, if any, of these wells allegedly constitute or even relate to unlawful activity.

Plaintiffs' bare-boned allegations fail to plead the critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache v. Alpha Technical Serv., Inc.*, 10-1086 (La. App. 5 Cir. 6/29/11), 71 So.3d 520, 524 ("[W]e find that the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a period of forty-six years, do not meet the requirements of La. C.C.P. art. 891.").

Accordingly, for these reasons and for the reasons asserted by Chevron, and adopted here, the Court should order Plaintiffs to amend their Petition to identify the specific facts supporting their claims, including the individual permits that they allege were violated, by whom, where, when, and how, and the injuries they alleged resulted from each permit violation. Plaintiffs must also identify the activities they allege were conducted without permits where such permits were required, by who, where, when, and how, and the injuries they allege resulted from each alleged unpermitted activity, and the basis for claiming solidary liability for the alleged injuries. As in

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[8] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of Anadarko attributed wells in relation to Plaintiffs' property as described in the Petition).

Borne, discovery is not necessary for Plaintiffs to allege such facts. Plaintiffs—who are represented by the same counsel as the plaintiffs in *Borne* and assert nearly identical claims—are more than capable of determining and pleading the facts underlying their claims. Unlike the Parish cases, this is not an enforcement action by a governmental entity claiming that operators are liable for failing to obtain coastal use permits. This is a tort case involving Plaintiffs' own property. Plaintiffs themselves are in the best position to know what harm was allegedly done to their property and what they believe the cause of that harm to be. Basic investigation of their claims from public records and their own files would have (and should have) alerted Plaintiffs to the fact that they included claims against Defendants like Anadarko whose well operations and activities authorized by coastal use permits did not occur on Plaintiffs' property. Authorizing discovery to proceed against this background—where Plaintiffs are likely to dismiss Defendants and claims after further investigation, as occurred in *Borne*—would impose an inequitable burden on Defendants (including those like Anadarko which have been improperly named) and "would essentially require [defendants] to sustain the burden of disproving the case brought against them." *Smart v. Gold, Weems, Bruser, Sues & Rundell,* 06-1414, p. 5 (La. App. 3 Cir. 4/4/07); 955 So. 2d 263, 267. Plaintiffs should be required to investigate their claims, as they should have done in the first instance. Absent any factual allegations against Anadarko after amendment, Plaintiffs' claims against Anadarko should be dismissed.

III. PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION

A peremptory exception of no right of action tests "whether the particular plaintiff has a right to bring the suit and is a member of the class of persons that has a legal interest in the subject matter of the litigation, assuming the petition states a valid cause of action for some person." *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267, p. 7 (La. 10/25/11, 6); 79 So.3d 246, 256. The exception of no right of action may be submitted on the pleadings, but evidence may also be introduced in support of the objection raised when the grounds thereof do not appear from the petition. La. Code Civ. Proc. art. 931.

Article 681 of the Louisiana Code of Civil Procedure provides that an action can be brought only by a person having a real and actual interest which he asserts. Injury to property must be understood as damage to the real rights in the property. *Eagle Pipe,* 2010-2267 at p. 43. "A

tortfeasor who causes injury or damage to a real right in property owes an obligation *to the owner of the real right*. This relationship arises as a matter of law and provides to the owner of the real right a personal right to sue the tortfeasor for damages." *Id.* (emphasis added). As set forth in the ConocoPhillips Defendants' Memorandum, o*nly the landowner* possesses the requisite "real and actual" or "proprietary" interest to assert a right of action to recover for injury to, or restoration of, his property.[9]

As noted in the vagueness briefing above, Exhibit B to Plaintiffs' Petition lists 29 wells that Plaintiffs associate with Anadarko, but **none of those wells are on Plaintiffs' property**.[10] And due to the vague nature of the Petition, we do not know who might have the requisite real and actual interest to assert a claim for damage to or restoration of land in the Operational Area where Anadarko's wells are located. There are no facts in Plaintiffs' Petition to support the contention that Plaintiffs have a real and proprietary interest in lands other than those tracts described in Paragraph 7. Accordingly, Plaintiffs' have no right of action to assert such claims as a matter of law. Anadarko moves this Court to dismiss Plaintiffs' claims related to damage to or restoration of property other than that described in Paragraph 7 of the Petition.

IV. PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

A cause of action, for purposes of the peremptory exception, is defined as "the operative facts that give rise to [a] plaintiff's right to judicially assert [an] action against the defendant." *Ramey v. DeCaire*, 03-1299, p. 7 (La. 3/19/04); 869 So. 2d 114, 118. The function of the exception of no cause of action is to "test the legal sufficiency of the petition . . . by determining whether the law affords a remedy on the facts alleged in the petition." *Id.*

Here, the only purported "operative facts"[11] for Plaintiffs' contract claims are alleged breaches of the coastal use permits ("CUPs") listed in Exhibit C to the First Supplemental and Amending Petition for Damages. *See* Petition, ¶ 46 (alleging breach of contract for "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and

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[9] *See* ConocoPhillips Defendants' Memorandum at pp. 5-6.
[10] *See* Affidavit of Keith Dronet attached as Exhibit B hereto at pp. 2 – 3 and Exhibit B-3 thereto (discussing and mapping of Anadarko attributed wells in relation to Plaintiffs' property as described in the Petition).
[11] Of course, a listing of 132 permits is not a statement of "operative facts," as detailed in Anadarko's Exception of Vagueness. Nor are bald allegations of breach of contract sufficient to state a cause of action, since "conclusions of law asserted as facts are not considered well-pled allegations of fact." *Walton Constr. Co. v. G.M. Horne & Co.*, 07-0145, p. 6 (La. App. 1 Cir. 2/20/08); 984 So. 2d 827, 832.

governing Defendants' activities at issue in this action"). Plaintiffs fail to allege which "express and implied obligations and duties" Defendants allegedly violated, or even which specific CUPs allegedly were violated.

Moreover, of the 132 coastal use permit files listed in the Petition, only 12 are attributed to Anadarko. *See* Petition, Exhibit C. However, none of these seven permit files relates to activities on Plaintiffs' property. Because nothing even purporting to be a contract with Anadarko is at issue in Plaintiffs' claims alleging harm to their properties, Plaintiffs state no cause of action against Anadarko for breach of contract. *See Borning v. Saia*, 517 So. 2d 492, 493 (La. App. 1 Cir. 1987) (finding that plaintiff "failed to set forth sufficient grounds to establish a cause of action in contract" where "the pleadings and affidavits establish[ed] without contradiction that there was no contract between plaintiff and [defendants]"); *Larkin v. First of Ga. Underwriters*, 466 So. 2d 655, 656-57 (La. App. 5 Cir. 1985) (affirming trial court's granting of "an exception of no cause of action grounded in the contention there was no contract between [defendant] and plaintiff"); *cf. Tidewater, Inc. v. Baldwin-Lima Hamilton Corp.*, 410 So. 2d 355, 357 (La. App. 4 Cir. 1982) (holding that plaintiffs' cause of action was not governed by the prescriptive period for an action based on breach of contract where "no such contract [was] found in any of the documents included in the record").

For these reasons, Plaintiffs do not state a cause of action for breach of contract against any Defendant, including Anadarko.

CONCLUSION

The Court should order Plaintiffs to amend the Petition to state with particularity the facts that form the basis of their claims. The Court should also dismiss Plaintiffs' claims related to damage to or restoration of property other than that described in Paragraph 7 of the Petition by granting Anadarko's Exception of No Right of Action. Further, because the CUPs identified in Exhibit C are not contracts, because Plaintiffs are not intended third-party beneficiaries of those CUPs, and because Plaintiffs have not identified a single Anadarko CUP related to their property, the Court should grant the Exception of No Cause of Action and dismiss Count 5 of Plaintiffs' Petition, at Plaintiffs' cost.

Respectfully submitted:

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
Telephone: (504) 592-0691
Facsimile: (504) 592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for Anadarko E&P Onshore LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepared, this 16th day of August, 2019.

Michele Hale DeShazo

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: B**

CHARLES W. FASTERLING, ET AL.

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
AUG 16 2018
DEPUTY CLERK

FILED:_____ _____
DEPUTY CLERK

DILATORY AND PEREMPTORY EXCEPTIONS
ON BEHALF OF ANADARKO E&P ONSHORE LLC

NOW INTO COURT, through undersigned counsel, comes Defendant, Anadarko E&P Onshore LLC, individually and as alleged successor in interest to Union Pacific Resources Company and RME Petroleum Company ("Anadarko"), who excepts to Plaintiffs' Petition for Damages, as amended by the First Supplemental and Amending Petition for Damages (collectively, the "Petition"), as follows and as set forth in the accompanying memorandum.

DILATORY EXCEPTION OF VAGUENESS AND/OR AMBIGUITY AND FAILURE TO COMPLY WITH ARTICLE 891 OF LOUISIANA CODE OF CIVIL PROCEDURE

1.

Pursuant to Louisiana Code of Civil Procedure article 926, Anadarko asserts that Plaintiffs' Petition is impermissibly vague and ambiguous and fails to comply with Louisiana Code of Civil Procedure article 891.

2.

Anadarko asserts the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure article 926(A)(5) on the grounds that the Petition filed in this matter makes vague, collective allegations against nine defendants, without providing even the most basic information about the Plaintiffs' claims or the complained of activities of the Defendants. The Petition's excessive vagueness prevents Anadarko from properly forming a response and preparing a defense in this matter.

3.

Moreover, although Plaintiffs claim property damage arising from the operation of wells and operations under coastal use permits, **none of the coastal use permit files or wells that Plaintiffs identify in their Petition as being associated with Anadarko relate to operations on Plaintiffs' property**.

4.

Anadarko also asserts the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure article 891 pursuant to Louisiana Code of Civil Procedure article 926(A)(4). The Petition does not "contain a short, clear and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by article 891.

PEREMPTORY EXCEPTION OF NO RIGHT OF ACTION REGARDING ALLEGED DAMAGE TO PROPERTY OTHER THAN THAT OWNED BY PLAINTIFFS

5.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, Anadarko asserts the peremptory exception of no right of action as to Plaintiffs' claims for alleged damage to property other than that owned by Plaintiffs in the "Operational Area."

6.

Plaintiffs allege that Anadarko operated various wells, listed in Exhibit B to their Petition.

7.

Plaintiffs further allege that the operations and actions of Anadarko related to those wells "caused damage and land loss."

8.

Even though Plaintiffs only claim to own the land described in Paragraph 7 of their Petition and **none of the coastal use permit files or wells that Plaintiffs identify in their Petition as being associated with Anadarko relate to operations on Plaintiffs' property**, Plaintiffs seek injunctive relief and monetary damages related to restoration of the "Operational Area" as a whole.

9.

For the reasons set forth in the peremptory exception filed by ConocoPhillips Company

and The Louisiana Land and Exploration Company, L.L.C., which arguments are adopted and incorporated herein, Plaintiffs do not have a real and actual interest in an action for restoration to land they do not own, so Plaintiffs have no right of action related to claims for damage to that land pursuant to Louisiana Code of Civil Procedure articles 681 and 927(A)(6). Accordingly, Plaintiffs' claims related to property owned by third persons should be dismissed.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION REGARDING "BREACH OF CONTACT - THIRD-PARTY BENEFICIARY" CLAIMS

10.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, Anadarko asserts the peremptory exception of no cause of action as to Count 5 of Plaintiffs' Petition, entitled "Breach of Contract – Third Party Beneficiary."

11.

Plaintiffs' contract claims are based solely on alleged breaches of coastal use permits ("CUPs") listed in Exhibit C to Plaintiffs' First Supplemental and Amending Petition for Damages. *See* Petition, ¶ 46 (alleging "violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action"). In those claims, Plaintiffs seek damages for alleged harm to their property, as well as abatement and restoration of their property. *See id.*, ¶¶ 44, 47, 48.

12.

Even though Plaintiffs are not named in the CUPs, the Plaintiffs claim they are somehow third-party beneficiaries to the CUPs.

13.

However, none of the CUPs attributed to Anadarko in Plaintiffs' Exhibit C relate to activities on Plaintiffs' property. *See id.*, at Exhibit C. This ends the inquiry. Plaintiffs cannot state a cause of action against Anadarko for breach of contract, because nothing even purporting to be a contract with Anadarko is at issue in Plaintiffs' claims.

14.

Accordingly, for the reasons set forth in the peremptory exception filed by Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc.—permits are not contracts, and these Plaintiffs are not the

intended beneficiaries of the permits—which arguments are adopted and incorporated herein, Plaintiffs have no cause of action to assert contract claims based on the alleged breach of coastal use permits against Anadarko.

ADOPTION OF OTHER EXCEPTIONS

15.

In addition to the above, specific adoption of exceptions filed by the ConocoPhillips and Chevron Defendants, Anadarko adopts, under Article 853 of the Louisiana Code of Civil Procedure, any and all exceptions pled by any and all Defendants herein, to the extent those exceptions apply to Anadarko. Additionally, Anadarko reserves the right to urge any additional exceptions based upon facts uncovered through discovery.

RULE 9.8 STATEMENT

16.

Pursuant to Uniform Local Rule of Court 9.8(a), Anadarko states that this matter is not presently set for trial and gives notice that it does not intend to introduce live testimony at the hearing in this matter in support of the foregoing exceptions. Anadarko reserves the right to introduce testimony upon proper notice to Plaintiffs.

WHEREFORE, Anadarko E&P Onshore LLC prays that its exceptions be granted and that the Plaintiffs' claims be dismissed at Plaintiffs' cost.

Respectfully submitted:

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
Telephone: (504) 592-0691
Facsimile: (504) 592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for Anadarko E&P Onshore LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading is being served upon all counsel of record via email and/or United States mail, properly addressed and postage prepared, this 16th day of August, 2019.

Michele Hale DeShazo

CASE NO. 15-30162

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST; ORLEANS LEVEE DISTRICT; LAKE BORGNE BASIN LEVEE DISTRICT; EAST JEFFERSON LEVEE DISTRICT,

Plaintiffs - Appellants

v.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.; ALTA MESA SERVICES, L.P.; ANADARKO E&P ONSHORE, L.L.C.; APACHE CORPORATION; ATLANTIC RICHFIELD COMPANY; BEPCO, L.P.; BOARDWALK PIPELINE PARTNERS, L.P.; BOPCO, L.P.; BP AMERICA PRODUCTION COMPANY; BP OIL PIPELINE COMPANY; CALLON OFFSHORE PRODUCTION, INCORPORATED; CALLON PETROLEUM COMPANY; CASKIDS OPERATING COMPANY; CENTERPOINT ENERGY RESOURCES CORPORATION; CHEVRON PIPE LINE COMPANY; CHEVRON USA, INCORPORATED; CLAYTON WILLIAMS ENERGY, INCORPORATED; CLOVELLY OIL COMPANY, L.L.C.; COASTAL EXPLORATION AND PRODUCTION, L.L.C.; COLLINS PIPELINE COMPANY; CONOCOPHILLIPS COMPANY; CONTINENTAL OIL COMPANY; COX OPERATING, L.L.C.; CRAWFORD HUGHES OPERATING COMPANY; DALLAS EXPLORATION, INCORPORATED; DAVIS OIL COMPANY; DEVON ENERGY PRODUCTION COMPANY, L.P.; ENERGEN RESOURCES CORPORATION; ENTERPRISE INTRASTATE, L.L.C.; EOG RESOURCES, INCORPORATED; EP ENERGY MANAGEMENT, L.L.C.; EXXON MOBIL CORPORATION; EXXON MOBIL PIPELINE COMPANY; FLASH GAS & OIL NORTHEAST, INCORPORATED; GRAHAM ROYALTY, LIMITED; GREKA AM, INCORPORATED; GULF PRODUCTION COMPANY, INCORPORATED; GULF SOUTH PIPELINE COMPANY, L.P.; HARVEST OIL & GAS, L.L.C.; HELIS ENERGY, L.L.C.; HELIS OIL & GAS COMPANY, L.L.C.; HESS CORPORATION, A Delaware Corporation; HILLIARD OIL & GAS, INCORPORATED; HKN, INCORPORATED; INTEGRATED EXPLORATION & PRODUCTION.

EXHIBIT G

FILED

AUG 16 2019

Sandi L. Gondella

DEPUTY CLERK

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L.L.C.; J.C. TRAHAN DRILLING CONTRACTOR, INCORPORATED; J.M. HUBER CORPORATION; KENMORE OIL COMPANY, INCORPORATED; KEWANEE INDUSTRIES, INCORPORATED; KOCH EXPLORATION CO., L.L.C.; KOCH INDUSTRIES, INCORPORATED; LIBERTY OIL & GAS CORPORATION; LLOG EXPLORATION COMPANY; MANTI OPERATING COMPANY; MARATHON OIL COMPANY; MCMORAN EXPLORATION COMPANY; MOEM PIPELINE, L.L.C.; MOSBACHER ENERGY COMPANY; NATURAL RESOURCES CORPORATION OF TEXAS; NEWFIELD EXPLORATION GULF COAST, L.L.C.; NOBLE ENERGY, INCORPORATED; O'MEARA, L.L.C.; P.R. RUTHERFORD; PLACID OIL COMPANY; PLAINS PIPELINE, L.P.; PXP PRODUCING COMPANY, L.L.C.; REPUBLIC MINERAL CORPORATION; RIPCO, L.L.C.; ROZEL OPERATING COMPANY; MURPHY EXPLORATION AND PRODUCTION COMPANY, USA; SENECA RESOURCES CORPORATION; SHELL OIL COMPANY; SOUTHERN BAY ENERGY, L.L.C., also known as HK Energy, L.L.C.; SOUTHERN NATURAL GAS COMPANY, L.L.C.; SUN OIL COMPANY; SUNDOWN ENERGY, L.P.; UNION OIL COMPANY OF CALIFORNIA; WHITING OIL & GAS CORPORATION; WILLIAMS EXPLORATION COMPANY; YUMA EXPLORATION AND PRODUCTION COMPANY, INCORPORATED; MERIDIAN RESOURCE & EXPLORATION, L.L.C.; PICKENS COMPANY, INCORPORATED; ESTATE OF WILLIAM G. HELIS; LOUISIANA LAND AND EXPLORATION COMPANY, L.L.C. MARYLAND; KAISER-FRANCIS OIL COMPANY; BP PIPELINES NORTH AMERICA, INCORPORATED; VINTAGE PETROLEUM, L.L.C, Delaware; ENLINK LIG, L.L.C.,

Defendants - Appellees

On Appeal from the Judgment of the United States District Court for the Eastern District of Louisiana in Civil Action No. 2:13-cv-05410, Honorable Nannette Jolivette Brown, Presiding

ORIGINAL BRIEF OF PLAINTIFFS-APPELLANTS BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST, ORLEANS LEVEE DISTRICT, LAKE BORGNE BASIN LEVEE DISTRICT, AND EAST JEFFERSON LEVEE DISTRICT

GLADSTONE N. JONES, III (#22221)
BERNARD E. BOUDREAUX (#2219)
KEVIN E. HUDDELL (#26930)
EBERHARD D. GARRISON (#22058)
HARVEY S. BARTLETT III (#26795)
EMMA ELIZABETH ANTIN DASCHBACH (#27358)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

JAMES R. SWANSON (#18455)
BENJAMIN D. REICHARD (#31933)
Fishman Haygood, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. MICHAEL VERON (#7570)
J. ROCK PALERMO III (#21793)
ALONZO P. WILSON (#13547)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel For Plaintiffs-Appellants, Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District

CERTIFICATE OF INTERESTED PERSONS

CASE NO. 15-30162

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

BOARD OF COMMISSIONERS OF THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST; ORLEANS LEVEE DISTRICT; LAKE BORGNE BASIN LEVEE DISTRICT; EAST JEFFERSON LEVEE DISTRICT,

Plaintiffs - Appellants

v.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.; ALTA MESA SERVICES, L.P.; ANADARKO E&P ONSHORE, L.L.C.; APACHE CORPORATION; ATLANTIC RICHFIELD COMPANY; BEPCO, L.P.; BOARDWALK PIPELINE PARTNERS, L.P.; BOPCO, L.P.; BP AMERICA PRODUCTION COMPANY; BP OIL PIPELINE COMPANY; CALLON OFFSHORE PRODUCTION, INCORPORATED; CALLON PETROLEUM COMPANY; CASKIDS OPERATING COMPANY; CENTERPOINT ENERGY RESOURCES CORPORATION; CHEVRON PIPE LINE COMPANY; CHEVRON USA, INCORPORATED; CLAYTON WILLIAMS ENERGY, INCORPORATED; CLOVELLY OIL COMPANY, L.L.C.; COASTAL EXPLORATION AND PRODUCTION, L.L.C.; COLLINS PIPELINE COMPANY; CONOCOPHILLIPS COMPANY; CONTINENTAL OIL COMPANY; COX OPERATING, L.L.C.; CRAWFORD HUGHES OPERATING COMPANY; DALLAS EXPLORATION, INCORPORATED; DAVIS OIL COMPANY; DEVON ENERGY PRODUCTION COMPANY, L.P.; ENERGEN RESOURCES CORPORATION; ENTERPRISE INTRASTATE, L.L.C.; EOG RESOURCES, INCORPORATED; EP ENERGY MANAGEMENT, L.L.C.; EXXON MOBIL CORPORATION; EXXON MOBIL PIPELINE COMPANY; FLASH GAS & OIL NORTHEAST, INCORPORATED; GRAHAM ROYALTY, LIMITED; GREKA AM, INCORPORATED; GULF PRODUCTION COMPANY, INCORPORATED; GULF SOUTH PIPELINE COMPANY, L.P.; HARVEST OIL & GAS, L.L.C.; HELIS ENERGY,

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L.L.C.; HELIS OIL & GAS COMPANY, L.L.C.; HESS CORPORATION, A Delaware Corporation; HILLIARD OIL & GAS, INCORPORATED; HKN, INCORPORATED; INTEGRATED EXPLORATION & PRODUCTION, L.L.C.; J.C. TRAHAN DRILLING CONTRACTOR, INCORPORATED; J.M. HUBER CORPORATION; KENMORE OIL COMPANY, INCORPORATED; KEWANEE INDUSTRIES, INCORPORATED; KOCH EXPLORATION CO., L.L.C.; KOCH INDUSTRIES, INCORPORATED; LIBERTY OIL & GAS CORPORATION; LLOG EXPLORATION COMPANY; MANTI OPERATING COMPANY; MARATHON OIL COMPANY; MCMORAN EXPLORATION COMPANY; MOEM PIPELINE, L.L.C.; MOSBACHER ENERGY COMPANY; NATURAL RESOURCES CORPORATION OF TEXAS; NEWFIELD EXPLORATION GULF COAST, L.L.C.; NOBLE ENERGY, INCORPORATED; O'MEARA, L.L.C.; P.R. RUTHERFORD; PLACID OIL COMPANY; PLAINS PIPELINE, L.P.; PXP PRODUCING COMPANY, L.L.C.; REPUBLIC MINERAL CORPORATION; RIPCO, L.L.C.; ROZEL OPERATING COMPANY; MURPHY EXPLORATION AND PRODUCTION COMPANY, USA; SENECA RESOURCES CORPORATION; SHELL OIL COMPANY; SOUTHERN BAY ENERGY, L.L.C., also known as HK Energy, L.L.C.; SOUTHERN NATURAL GAS COMPANY, L.L.C.; SUN OIL COMPANY; SUNDOWN ENERGY, L.P.; UNION OIL COMPANY OF CALIFORNIA; WHITING OIL & GAS CORPORATION; WILLIAMS EXPLORATION COMPANY; YUMA EXPLORATION AND PRODUCTION COMPANY, INCORPORATED; MERIDIAN RESOURCE & EXPLORATION, L.L.C.; PICKENS COMPANY, INCORPORATED; ESTATE OF WILLIAM G. HELIS; LOUISIANA LAND AND EXPLORATION COMPANY, L.L.C. MARYLAND; KAISER-FRANCIS OIL COMPANY; BP PIPELINES NORTH AMERICA, INCORPORATED; VINTAGE PETROLEUM, L.L.C, Delaware; ENLINK LIG, L.L.C.,

Defendants - Appellees

The undersigned counsel of record certifies that the following listed persons and entities as described in United States Court of Appeals for the Fifth Circuit Rule 28.2.1 have an interest in the outcome of this case. These representations are made in order that the judges of this Court may evaluate possible disqualification

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or recusal.

1. **Plaintiffs-Appellants**

- The Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Individually and as the Board Governing the Orleans Levee District, the Lake Borgne Basin Levee District, and the East Jefferson Levee District, is a constitutionally and statutorily created Board established to govern the Southeast Louisiana Flood Protection Authority – East and its constituent levee districts, which are independent political subdivisions of the State of Louisiana.

2. **Counsel for Plaintiffs-Appellants**

- Gladstone N. Jones, III, Bernard E. Boudreaux, Kevin E. Huddell, Eberhard D. Garrison, Harvey S. Bartlett III, Emma Elizabeth Antin Daschbach, JONES, SWANSON, HUDDELL & GARRISON
- James R. Swanson, Benjamin D. Reichard, FISHMAN HAYGOOD, L.L.P.
- J. Michael Veron, J. Rock Palermo III, Alonzo P. Wilson, VERON, BICE, PALERMO & WILSON, L.L.C.

3. **Defendants-Appellees**

- Tennessee Gas Pipeline Company, L.L.C.
- Alta Mesa Services, L.P.
- Anadarko E&P Onshore, L.L.C.
- Apache Corporation
- Atlantic Richfield Company
- BEPCO, L.P.
- Boardwalk Pipeline Partners, L.P.
- BOPCO, L.P.
- BP America Production Company
- BP Oil Pipeline Company
- BP Pipelines North America, Inc.
- Callon Offshore Production, Inc.
- Callon Petroleum Company
- Caskids Operating Company
- Centerpoint Energy Resources Corporation
- Chevron Pipe Line Company

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- Chevron USA, Inc.
- Clayton Williams Energy, Inc.
- Clovelly Oil Company, L.L.C.
- Coastal Exploration and Production, L.L.C.
- Collins Pipeline Company
- ConocoPhillips Company
- Continental Oil Company
- Cox Operating, L.L.C.
- Crawford Hughes Operating Company
- Dallas Exploration, Inc.
- Davis Oil Company
- Devon Energy Production Company, L.P.
- Energen Resources Corporation
- Enlink LIG, L.L.C.
- Enterprise Intrastate, L.L.C.
- EOG Resources, Inc.
- EP Energy Management, L.L.C.
- Estate of William G. Helis
- Exxon Mobil Corporation
- Exxon Mobil Pipeline Company
- Flash Gas & Oil Northeast, Inc.
- Graham Royalty, Limited
- Greka AM, Inc.
- Gulf Production Company, Inc.
- Gulf South Pipeline Company, L.P.
- Harvest Oil & Gas, L.L.C.
- Helis Energy, L.L.C.
- Helis Oil & Gas Company, L.L.C.
- Hess Corporation, A Delaware Corporation
- Hilliard Oil & Gas, Inc.
- HKN, Inc.
- Integrated Exploration & Production, L.L.C.
- J.C. Trahan Drilling Contractor, Inc.
- J.M. Huber Corporation
- Kaiser-Francis Oil Company
- Kenmore Oil Company, Inc.
- Kewanee Industries, Inc.

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- Koch Exploration Co., L.L.C.
- Koch Industries, Inc.
- Liberty Oil & Gas Corporation
- LLOG Exploration Company
- Louisiana Land and Exploration Company, L.L.C. Maryland
- Manti Operating Company
- Marathon Oil Company
- McMoRan Exploration Company
- Meridian Resources & Exploration, L.L.C.
- Moem Pipeline, L.L.C.
- Mosbacher Energy Company
- Natural Resources Corporation of Texas
- Newfield Exploration Gulf Coast, L.L.C.
- Noble Energy, Inc.
- O'Meara, L.L.C.
- Pickens Company, Inc.
- Placid Oil Company
- Plains Pipeline, L.P.
- PXP Producing Company, L.L.C.
- Republic Mineral Corporation
- Ripco, L.L.C.
- Rozel Operating Company
- Murphy Exploration and Production Company, USA
- Seneca Resources Corporation
- Shell Oil Company
- Southern Bay Energy, L.L.C., also known as HK Energy, L.L.C.
- Southern Natural Gas Company, L.L.C.
- Sun Oil Company
- Sundown Energy, L.P.
- Union Oil Company of California
- Whiting Oil & Gas Corporation
- Williams Exploration Company
- Yuma Exploration and Production Company, Inc.

4. Counsel for Defendants-Appellees

- ADAMS & REESE, L.L.P.: Francis V. Liantonio, Jr., Thomas Gordon O'Brien, Martin A. Stern, Jeffrey Edward Richardson

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- ARNOLD & PORTER, L.L.P.: Matthew T. Heartney, Nancy Gordon Milburn
- BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.: Nancy Scott Degan, Roy C. Cheatwood, Kerry J. Miller
- LAW OFFICE OF STEPHEN D. BAKER: Stephen D. Baker
- BALDWIN HASPEL BURKE & MAYER, L.L.C.: Beverly Klundt Baudoin, David Louis Carrigee
- BIENVENU, BONNECAZE, FOCO, VIATOR & HOLINGA, A.P.L.L.C.: Erin Percy Tadie
- BRADLEY, MURCHISON, KELLY & SHEA, L.L.C.: Stephen Christopher Fortson, Darryl Joseph Foster, Anna W. O'Neal
- CARVER, DARDEN, KORETZKY, TESSIER, FINN, BLOSSMAN & AREAUX, L.L.C.: Taylor Darden
- CURRY & FRIEND, P.L.C.: Mary Margaret Steele, Christopher C. Friend, Meghan Elizabeth Smith
- DEUTSCH, KERRIGAN & STILES, L.L.P.: Isaac H. Ryan
- FOWLER RODRIGUEZ VALDES-FAULI: John Anthony Scialdone, Michael James Thompson, Jr.
- GIEGER, LABORDE & LAPEROUSE, L.L.C.: Andrew A. Braun, Caitlin Jean Hill
- GORDON, ARATA, MCCOLLAM, DUPLANTIS & EAGAN, L.L.C.: Ewell Elton Eagan, Jr., Terence Kent Knister, James Douglas Rhorer
- GRAY REED & MCGRAW, P.C.: James Joseph Ormiston, Michael Antoine Ackal, III, Julia M. Palmer
- GUGLIELMO, LOPEZ, TUTTLE, HUNTER & JARRELL: James Thomas Guglielmo
- DANIEL HUGHES, A.P.L.C.: Daniel C. Hughes
- JONES WALKER LLP: Douglas J. Longman, Jr., Carmen Marie Rodriguez, Carl David Rosenblum, Alida C. Hainkel,Lauren Courtney Mastio, Joshua A. Norris, William D. Lampton, William Thomas McCall, Jr., Glenn G. Goodier
- KEAN MILLER, L.L.P.: Leonard Louis Kilgore, III, Brett Patrick Fenasci, Esteban Herrera, Jr., Tyler Ann Moore Kostal, Mark Andrew Marionneaux, Richard Dean McConnell, Richard Stuart Pabst, Victor Jacob Suane, Jr., Louis Victor Gregoire, Jr., Pamela Roman Mascari,Charles Simon McCowan, III, Michael Raudon Phillips, Bradley Joseph Schlotterer, Dylan T. Thriffiley
- KEOUGH, COX & WILSON, LIMITED: John Powers Wolff, III, Nancy B. Gilbert, Richard W. Wolff
- KING & SPALDING, L.L.P.: Ashley Charles Parrish, Jeremiah Johnson Anderson, Robert Ellison Meadows

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- KUCHLER, POLK, SCHELL, WEINER & RICHESON, L.L.C.: Leigh Ann Schell, Deborah DeRoche Kuchler
- LAPEYRE & LAPEYRE, L.L.P.: Etienne C. Lapeyre, F. Henri Lapeyre, Jr.
- LARZELERE PICOU WELLS SIMPSON LONERO, L.L.C.: Morgan Joseph Wells, Jr., Evan J. Godofsky
- LISKOW & LEWIS: George Arceneaux, III, Joe B. Norman, Robert Beattie McNeal, Michael P. Cash, Jamie Duayne Rhymes, Jonathan Andrew Hunter, Elizabeth S. Wheeler, Russell Keith Jarrett, Kelly Bechtel Becker, George Hardy Robinson, Jr.
- LLOG EXPLORATION COMPANY, L.L.C.: George M. Gilly
- MAYHALL & BLAIZE: Charles G. Blaize
- MCGUIREWOODS, L.L.P.: Angela M. Spivey, Richard Trent Taylor
- MONTGOMERY BARNETT, L.L.P.: John Y. Pearce, Edward Louis Fenasci
- NEUNERPATE: Brandon Wade Letulier, Cliff A. LaCour, Ben Louis Mayeaux, Francis X. Neuner
- OTTINGER HEBERT, L.L.C.: Paul J. Hebert
- PHELPS DUNBAR, L.L.P.: Steven Jay Levine, John Bechtold Shortess, Kevin William Welsh
- PREIS, P.L.C.: Robert Michael Kallam, Jennifer Anne Wells
- QUINN EMANUEL URQUHART & SULLIVAN, L.L.P.: Michael J. Lyle
- David William Rusch
- SCHONEKAS, EVANS, MCGOEY & MCEACHIN, L.L.C.: Kyle D. Schonekas, William P. Gibbens
- SHIPLEY SNELL MONTGOMERY, L.L.P.: George T. Shipley, Amy Louise Snell
- SLATTERY, MARINO & ROBERTS, P.L.C.: Emile Joseph Dreuil, III, David Stephen Landry, Gerald F. Slattery, Jr.
- STONE PIGMAN WALTHER WITTMANN, L.L.C.: John Pratt Farnsworth, Barry W. Ashe
- STRONG PIPKIN BISSELL & LEDYARD, L.L.P.: Michael M. Hendryx, Jason Christopher McLaurin
- TAYLOR, PORTER, BROOKS & PHILLIPS, L.L.P.: Edward Daniel Hughes, John Michael Parker
- VAN NESS FELDMAN, L.L.P.: Lawrence Gene Acker
- WALL, BULLINGTON & COOK, L.L.C.: Guy Earl Wall

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Dated: May 20, 2015

/s/ Harvey S. Bartlett III
Harvey S. Bartlett III

Counsel for Plaintiffs-Appellants, Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East, Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District

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STATEMENT REGARDING ORAL ARGUMENT

The Plaintiffs-Appellants—the Board of Commissioners of the Southeast Louisiana Flood Protection Authority-East, individually ("SLFPA-E"), and as the board governing the Orleans Levee District, Lake Borgne Basin Levee District, and East Jefferson Levee District ("the Levee Districts"; with SLFPA-E, "the Authority")—respectfully request oral argument of this appeal. Oral argument will assist this Court in addressing, first, the district court's subject-matter jurisdiction determination on the Authority's motion to remand, that the state law claims raised by the Authority "necessarily raise a federal issue, actually disputed and substantial, which a federal forum may entertain without disturbing the congressionally approved balance of federal and state judicial responsibilities,"[1] under *Grable & Sons Metal Products, Inc. v. Darue Engineering & Mfg.*, 545 U.S. 308, 314 (2005); and second, that the Authority has failed to state Louisiana state law claims for negligence, strict liability, natural servitude of drain, and nuisance, arising from the defendants' actions in the wetlands "Buffer Zone" hydrologically

[1] Order and Reasons, *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tenn. Gas Pipeline Co., LLC*, No. 13-5410 (E.D. La. June 27, 2014), at ROA.2368.

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adjacent to the levee system controlled and operated by the Authority.[2] The importance of the jurisdictional issue surrounding *Grable*, particularly as it touches on the balance of federal and state powers, and the intricacies of the duty and proximity analyses that permeate the district court's treatment of the state law claims, will be served by oral argument.

[2] Order, *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tenn. Gas Pipeline Co., LLC*, No. 13-5410 (E.D. La. Feb. 13, 2015), at ROA.4644-4668. The Authority also asserted a cause of action for breach of a stipulation *pour autrui* under Louisiana contract law, based on permits under which the defendants operated. The district court determined such claims fall under federal common law because "[a]t least some of the dredging permits" were issued by federal agencies, and held that the Authority failed to state a claim under federal common law. ROA.4668-4671; *see also* ROA.2359. The Authority does not appeal the dismissal of that cause of action.

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25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-999 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, SHELL OIL COMPANY, SHELL OFFSHORE INC., GULF PRODUCTION COMPANY, INC., TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, FREE-PORT MCMORAN OIL & GAS LLC, JUNE ENERGY, INC., VIRGIN OFFSHORE U.S.A., INC., ROYAL "T" OIL CO., INC., CITIZENS COMMUNICATIONS COMPANY, LGS NATURAL GAS COMPANY, AND DEVON ENERGY PRODUCTION COMPANY, L.P.

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NOV 18 2013
S/ LANA H. COLUDROVICH

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"). and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT
H-1

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2.

Made defendants herein are the following entities (hereinafter, collectively, "Defendants"):

HILCORP ENERGY COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

ANADARKO E&P ONSHORE, LLC is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

SHELL OIL COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

SHELL OFFSHORE INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

GULF PRODUCTION COMPANY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Covington, Louisiana. Gulf Production Company Inc.'s registered agent, James R. Robin, is located at 2301 South America Street, Covington, LA 70433;

TENNESSEE GAS PIPELINE COMPANY, L.L.C. is a foreign company whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Tennessee Gas Pipeline Company, L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

BP AMERICA PRODUCTION COMPANY is a domestic corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste.. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named in its own capacity and as successor in interest to **Phillips Oil Company**, and **Phillips Petroleum Company**;

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THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

FREEPORT-MCMORAN OIL & GAS LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil & Gas LLC is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company, McMoran Production Company**;

JUNE ENERGY, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Belle Chasse, Louisiana. June Energy, Inc.'s registered agent, Lana J. Hingle, is located at 8320 Sycamore Place, Belle Chasse, LA 70037;

VIRGIN OFFSHORE U.S.A., INC. is a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Patrick Shelby, is located at 201 St. Charles Ave., Ste. 4000, New Orleans, LA 70170;

ROYAL "T" OIL CO., INC. is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lake Charles, Louisiana. Royal "T" Oil Co. Inc.'s registered agent, Charles M. Reeves, is located at 548 W. William David Parkway #304, Metairie, LA 70005;

CITIZENS COMMUNICATIONS COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Citizens Communications Company is named as successor in interest to Louisiana General Services, Inc., a partner to **Louisiana Gas Service Exploration Program**;

LGS NATURAL GAS COMPANY is a domestic corporation, incorporated under the laws of Louisiana, domiciled in Baton Rouge, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. LGS Natural Gas Company is named as successor in interest to **LGS Exploration, Inc.** and **Louisiana Gas Service Exploration Program**; and

DEVON ENERGY PRODUCTION COMPANY, L.P. is a foreign limited partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B. Devon Energy Production Company, L.P. is named as successor in interest to **Valero Producing Company**.

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in

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violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

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7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:
>
> (a) Privately funded projects which are not uses of state concern.
>
> * * *
>
> (c) Maintenance of uses of local concern.
>
> * * *

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(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "LDNR") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

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11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all

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applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A.
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.

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- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as

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Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical

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techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

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24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the

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Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;
>
> * * *
>
> (8) detrimental changes in existing salinity regimes;
>
> (9) detrimental changes in littoral and sediment transport processes;
>
> * * *
>
> (13) discharges of pathogens or toxic substances into coastal waters;

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* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program." (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency,

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Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

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33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "**RHA**"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

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(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "CWA");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising under the Outer Continental Shelf Lands Act (the "OCSLA")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

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(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards, 9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be

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interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and

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remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

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(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH, PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

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PLEASE SERVE THE PETITION FOR DAMAGES:

HILCORP ENERGY COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ANADARKO E&P ONSHORE, LLC
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

SHELL OFFSHORE INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

GULF PRODUCTION COMPANY, INC.
Through its registered agent for service of process:
James R. Robin
2301 South America Street
Covington, LA 70433

TENNESSEE GAS PIPELINE COMPANY, L.L.C.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

BP AMERICA PRODUCTION COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

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THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

FREEPORT-MCMORAN OIL & GAS LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

JUNE ENERGY, INC.
Through its registered agent for service of process:
Lana J. Hingle
8320 Sycamore Place
Belle Chasse, LA 70037

VIRGIN OFFSHORE U.S.A., INC.
Through its registered agent for service of process:
Patrick Shelby
201 St. Charles Ave., Ste. 4000
New Orleans, LA 70170.

ROYAL "T" OIL CO., INC.
Through its registered agent for service of process:
Charles M. Reeves
548 W. William David Parkway #304
Metairie, LA 70005

CITIZENS COMMUNICATIONS COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LGS NATURAL GAS COMPANY
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

DEVON ENERGY PRODUCTION COMPANY, L.P.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P. O. Box 6028
San Ramon, CA 94583

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25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-999 DIVISION "B"

THE PARISH OF PLAQUEMINES

VERSUS

HILCORP ENERGY COMPANY, ET AL.

FILED
MAR 13 2019
DEPUTY CLERK

SCHEDULING ORDER - JURY TRIAL

By Order of the Court, the following dates are established:

I. TRIAL DATES. The trial of this matter has been scheduled as a JURY trial, first setting, beginning on **January 3, 2020 at 9:30 a.m., with jury selection to begin on January 6, 2020.** The court scheduled *eight* (8) weeks for the jury trial. The counsel for all parties should be present at 9:30 a.m. on the first morning of trial for discussion of any preliminary matters that may be necessary. Jury trials are generally held in our temporary facility at 450 F. Edward Hebert Boulevard, Belle Chasse, Louisiana, but please call 504-934-6733 prior to trial to confirm this location.

II. ANSWERS & AMENDMENTS. Plaintiff is to amend its Petition to cure vagueness on or before May 21, 2018. The deadline to file Answers or otherwise respond is July 20, 2018. The amendment of pleadings to add new parties without leave of court must occur (1) by a Plaintiff, no later than August 13, 2018, and (2) by a Defendant, no later than 60 days after service of Plaintiffs' final expert reports described in Section III(4) below. These dates can only be extended by consent of all parties or by order of the Court after hearing.

III. DISCOVERY; TRIAL EVIDENCE. All discovery motions to be heard by the Court must comply with La. District Court Rule 10.1. The disclosure of experts and information pertinent thereto shall be governed by the provisions of La. C.C.P. arts. 1425 and 1428 (depending on whether the expert is expected to testify or not), except that the parties have agreed to different deadlines set forth as follows:

(1) Plaintiffs shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 14, 2018. The witness and exhibit list

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may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(2) Defendants shall provide preliminary witness (including experts and their area of expertise) and exhibit lists on or before September 28, 2018. The witness and exhibit list may be amended and/or supplemented to name additional witnesses and/or exhibits, provided that all amendments occur before the final witness and exhibit list deadline below.

(3) Plaintiffs shall provide preliminary expert reports which contain detailed descriptions of the specific violations of SLCRMA believed to have been committed by Defendants, including instances where Plaintiffs claim a specific permit was violated and any instances where Plaintiffs claim Defendants failed to obtain a permit, on or before February 5, 2019. The descriptions of SLCRMA violations should include a description of the locations of any claimed violations.

(4) Plaintiffs shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before March 16, 2019 for all experts to be called in Plaintiffs' case-in-chief.

(5) Defendants shall provide final expert report(s) that comply with La. Code of Civil Procedure art. 1425 on or before September 13, 2019.

(6) The parties and their counsel are familiar with SLCRMA and the other permitting processes that affect environmental testing work in the Louisiana Coastal Zone, and will each work diligently to obtain all necessary permits for the work they intend to undertake in order that such testing shall be completed in time to comply with these agreed-upon expert report deadlines. When a party applies for Coastal Use Permit, a copy of the permit application shall be served on all counsel of record at the time of submission of the application. If, despite diligent efforts of a party to timely secure a Coastal Use Permit, there is a delay in securing the permit such that it impedes the ability of a party to comply with the report deadlines set forth above, the party may seek appropriate relief

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from the Court. After the applicable expert report deadlines described above, no supplementation or revision of said reports will be allowed without leave of Court.

(7) Plaintiffs and Defendants shall exchange final witness and exhibit lists on or before October 25, 2019. These final listings shall not limit any parties' obligation to identify witnesses through interrogatories or other discovery prior to this date. The parties shall be given an opportunity to depose any previously undisclosed witness identified on a final witness list at least twenty (20) days before trial. After final witness lists are exchanged, no unidentified witness may be added except by consent of all parties or with leave of the Court. This requirement does not apply to witnesses necessary solely to establish the authenticity or other foundational grounds for admission of documentary evidence. Further, nothing in this Order shall act to limit the Court's discretion to allow witnesses or exhibits not listed on a final witness or exhibit list where (i) Louisiana law does not require pre-trial disclosure of such evidence, or (ii) the evidence is offered solely to rebut evidence introduced at trial that was not timely disclosed under the disclosure deadlines set forth herein.

(8) Fact discovery shall be completed on or before October 18, 2019.

(9) The Louisiana Department of Natural Resources (LDNR) will serve as the coordinator to ensure the efficient receipt of written responses and document productions from the State Agencies[1] in response to written discovery and/or subpoenas duces tecum issued in this matter. The LDNR has contacted representatives from the State Agencies, and has confirmed the following relative to this matter: (1) the State Agencies agree to waive formal service of a subpoena duces tecum; (2) the State Agencies will attempt to respond to any subpoena duces tecum received as quickly as possible, and within 60 days of the receipt of the subpoena duces tecum to the extent possible; and (3) if a State

[1] The State Agencies for purposes of this CMO are as follows:(1) Coastal Protection and Restoration Authority; (2) Louisiana Department of Agriculture; (3) Louisiana Department of Economic Development; (4) Louisiana Department of Environmental Quality, including all predecessor agencies; (5) Louisiana Department of Health and Hospitals; (6) Louisiana Department of Transportation and Development; (7) Office of the Governor; (8) Division of Administration; (9) Louisiana Oil Spill Coordinator's Office; (10) Louisiana Secretary of State and State Archives Office; (11) Louisiana Division of Administrative Law; (12) Louisiana Department of Revenue; (13) Louisiana Tax Commission; (14) Louisiana Geographic Information Center; (15) Louisiana Sea Grant; (16) Louisiana Universities Marine Consortium; and (17) Louisiana Department of Wildlife and Fisheries.

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Agency has responsive documents available for inspection, they will attempt to make same available to Defendants within 45 days of the receipt of the subpoena duces tecum. In acting as a coordinator for the State Agencies as set forth in this paragraph, the LDNR does not waive any procedural rights each agency has available to it under the law to respond or otherwise take action that would be available to it if the agency was properly served pursuant to the Code of Civil Procedure. Each State Agency will remain ultimately responsible for their individual discovery responses. In the event that the parties, despite their best efforts, are unable to obtain timely discovery responses and/or responsive documents from the State Agencies necessary to finalize expert reports in Section III(4)-(5) above, the parties shall notify the Court of same at least sixty (60) days prior to the deadline for the submission of their respective final expert reports so that the Court may consider the potential modification of deadlines in this CMO.

(10) Defendants' expert discovery shall be completed on or before October 18, 2019. Defendants may conduct depositions of Plaintiffs' experts at any time after Plaintiffs' final expert reports are due, provided that no Plaintiffs' expert shall be deposed more than once without the consent of Plaintiffs.

(11) Plaintiffs' expert discovery shall be completed on or before October 18, 2019. Plaintiffs may conduct depositions of Defendants' experts at any time after Defendants' final expert reports are due, provided that no Defendants' expert shall be deposed more than once without the consent of Defendants.

(12) With respect to the expert discovery deadlines set forth in Sections III(10) and III(11) above, the parties may petition the Court for additional time if needed.

IV. ENVIRONMENTAL TESTING PROTOCOL. Should any party wish to sample and/or test the water, groundwater, soils, sediments, other environmental media, wells, and/or equipment at issue in this case, the following shall apply:

(1) Such party shall provide written notice, via email or otherwise, to the other parties of the scope and media to be sampled and the time, date, and location where such sampling event will take place no less than seven (7) calendar days prior to the proposed sampling event. Any party desiring to observe such sampling event must be allowed to

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do so. Further, any party requesting split or duplicate samples must be allowed to obtain them, at their cost, to the extent that volume allows.

(2) Any and all testing data, boring logs, coordinate data, analytical results, etc. received by the sampling party and/or the party requesting split or duplicative samples shall be provided to all other parties within thirty (30) days of the receipt of testing data, boring logs, coordinate data, analytical results, etc. Electronic data or media such as that which is generated by terrain or other conductivity surveys, aquifer testing, NORM surveys, or similar electronically rendered processes, or other electronic means shall be shared at the time data is collected if possible, or otherwise promptly thereafter.

(3) Sampling events shall be conducted during daylight hours on any day of the ordinary work week. No sampling event shall be conducted on Saturday, Sunday, or any other legal holiday, except with consent of all parties or by order of the Court.

(4) The parties and their counsel shall not interfere with the orderly progress of a sampling event or otherwise impede the sampling event.

(5) The parties acknowledge that further orders of the Court may be necessary regarding access to any private property which may the subject of an intended sampling event.

V. **EXCEPTIONS; MOTIONS.** Any exceptions, motions, or rules to be heard in this case MUST comply with La. District Court Rules 9.8, 9.9 and 9.10. In order to comply with La. C.C.P. art. 966 B, a Motion for Summary Judgment and all documents in support of the motion shall be filed and served on all parties in accordance with Article 1313 not less than 65 days prior to trial. Any Opposition to the motion and all documents in support of the opposition shall be filed and served in accordance with Article 1313 not less than 15 days prior to the hearing. Any reply memorandum shall be filed and served in accordance with Article 1313 not less than 5 days prior to the hearing on the motion. No additional documents may be filed with the reply memorandum. If the deadline for filing a motion, an opposition, or a reply memorandum falls on a legal holiday, the motion, opposition, or reply is timely if it is filed and served no later than the next day that is not a legal holiday.

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VI. MOTIONS *IN LIMINE*. Motions *in limine* directed to expert issues, including *Daubert* motions, shall be filed no later than 60 days prior to trial, in accordance with the rules and deadlines established under article 1425(F) of the Code of Civil Procedure. All other motions *in limine* or other motions dealing with trial testimony and/or evidence must be filed at least 30 days prior to trial. This deadline does not preclude timely, proper contemporaneous objections to evidence offered at the trial of this proceeding.

VII. DEPOSITION EXCERPTS. Proposed deposition excerpts to be used at trial in lieu of live testimony shall be submitted at least 30 days before trial. Objections to those excerpts shall be filed at least 15 days before trial.

VIII. PRE-TRIAL CONFERENCE. A pre-trial conference will be held at 9:30 a.m. on December 30, 2019 at the Plaquemines Parish Government Annex, 301 Main Street, Belle Chasse, Louisiana. If directions are needed, call 504-934-6730. Trial counsel are expected to attend. **Failure to attend or unprepared attendance is an imposition on the Court and opposing counsel. Such attorney may be held in contempt of court and sanctioned accordingly. At the status conference, the court assigned the case for trial for a period of eight weeks. In your pretrial brief, you must give an estimate of the time it will take for you to try your case and an estimate of the time it will take for each of your witnesses to testify. You will be bound by these time estimates. Reasonable extensions of time limits will be granted for good cause shown. If the time for trial will take longer than you have estimated, you must inform the Court and trial will be rescheduled. Trial will begin at 9:30 a.m. and end at 4:30p.m.; and there will be a one -hour break for lunch.**

IX. PRE-TRIAL BRIEFS. **Each party SHALL file a pretrial brief with the Clerk of Court and send via email to aroberts@25thjdc.com and mclement@25thjdc.com on or before the seventh (7th) day before the pre-trial conference and MUST include the following:**

DO NOT FAX WITHOUT THE COURT'S PERMISSION.

a) A concise summary of the factual contentions made by all parties;

b) The contested issues of fact and law;

c) A list of your witnesses, including a description of the testimony each will provide;

d) A list of may-call witnesses, including rebuttal witnesses;

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e) A list of all exhibits and documentary evidence you plan to offer at trial, except impeachment documents;

f) A list of the evidence and exhibits to which the parties may stipulate;

i) If any depositions or deposition excerpts are to be used at trial in lieu of live testimony, counsel shall designate the pages and lines to be offered and exchange this information with all other parties at least thirty days before trial; objections to proposed designations shall be served and filed at least fifteen days before trial;

j) Proposed special jury charges and a proposed verdict form (a copy of the Court's general opening and closing instructions are available upon request).

Failure to file your pretrial brief timely may result in the trial being continued with such attorney may be held in contempt of court and sanctioned accordingly.

X. **WITNESSES, EXHIBITS.** **Except for good cause shown, only listed witnesses will be allowed to testify and only listed exhibits will be considered for admission into evidence at trial.**

XI. **STIPULATIONS.** Any stipulation as to fact, liability and/or any element(s) of damages must be in writing and signed by all counsel joining in the stipulation.

XII. **OBJECTIONS TO CMO.** Should any party object to the dates and/or deadlines in the Scheduling Order an objection shall be filed within (15) fifteen days of service.

Belle Chasse, Louisiana, this 13th day of March, 2018.

MICHAEL D. CLEMENT, JUDGE

Please serve all counsel of record by certified mail

A TRUE COPY

08/16/2019 FRI 3:00 FAX 283/284

NOTICE OF TRIAL

PLAQUEMINES PARISH

Versus

HILCORP ENERGY CO ET AL, ET AL

Case: 00060999
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

Pleading: SCHEDULING ORDER - JURY TRIAL

TO: *CHARLES S MCCOWAN III*
KEAN MILLER LAW FIRM
II CITY PLAZA 400CONVENTION ST SUITE 700
PO BOX 3513
BATON ROUGE, LA 70821

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TRIAL for JANUARY 3, 2020 at 9:30 A.M. with jury selection to begin on January 6, 2020, all as set out in a certified copy which is attached hereto and made part hereof.

WITNESS THE HONORABLE JUDGE of said Court, on this the 13TH day of MARCH, 2018.

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

THIS IS TO CERTIFY that
this Notice was Issued to
the above person (s) on
Thursday, March 15, 2018

Deputy Clerk of Court

[ORIGINAL]

TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-483 DIV. "B"

CATHERINE P. ALFORD ET AL

VERSUS

CHEVRON U.S.A., INC. ET AL

FILED: _____

FILED
JAN 30 2015
DY. CLERK
DEPUTY CLERK

REASONS FOR JUDGMENT

Plaintiffs filed suit for damages to property consisting of various tracts located in what is referred to as the "Burwood Field" where defendants are alleged to have conducted various oil and gas exploration and production activities starting in the 1950's. Plaintiffs attached numerous documents to their original and supplemental and amending petitions which include oil and gas leases, assignments, and operator histories. Defendants filed dilatory exceptions of vagueness/ambiguity, prematurity, and improper cumulation and peremptory exceptions of no cause of action as to various claims.

The defendants are alleged to be operators, working interest owners, and/or mineral or surface lessees or lease assignees who either caused contamination or are otherwise legally responsible for the contamination of plaintiffs' land. Plaintiffs allege that there was improper disposal of oil field wastes, including NORM, excessive amounts of salt, volatile hydrocarbons, polynuclear aromatic hydrocarbons (PAH), and toxic heavy metals. Plaintiffs further allege they did not have actual or constructive knowledge of the pollution until less than one year

EXHIBIT
D

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FILED
AUG 16 2019
DEPUTY CLERK

prior to filing suit because of the fraud and intentional misrepresentation committed by the defendants.

Defendants argue that the petition is vague because plaintiffs have failed to allege many material facts of the transaction or occurrence they allege resulted in damages. Defendants further argue that the following should have been pleaded:

a. Each plaintiff's particular interest in the property

b. When and how plaintiffs acquired their interest

c. Exceptors' interest in the property

d. Any contract between exceptors and plaintiffs

e. Any particular contractual provision breached by exceptors

f. The dates and times on which those activities purportedly occurred

g. The location of the allegedly impacted portions of the property

h. When plaintiffs discovered the alleged pollution

Defendants also contend that the exhibits attached to the petition do not satisfy the requirement that the plaintiffs provide a short, clear and concise statement of the material facts of the transaction or occurrence giving rise to the litigation.

Plaintiffs argue that the petition and attached documents provide more than sufficient information to satisfy the fact pleading requirements of La. C.C.P. art. 891. Plaintiffs are not required to account for the actions of every defendant at every moment while on the property or to account for the date and specific circumstances of every spill or release on the property and that not every act or omission of the defendants can possibly be known at this time nor is that level of detail required in the petition. Plaintiffs further argue that the property at issue is identified by legal description and the claims and legal theories relied upon are set

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forth and that the cause of the pollution is identified as are the chemical constituents of the water, drilling muds and NORM. The leases, assignments and other conveyances are identified and the petition includes information regarding the wells operated and to which is attached the well operator history.

La. C.C.P. art. 891 states that a petition "shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that the subject matter of the litigation ...." Louisiana has a system of fact pleading; therefore, it is not necessary for the plaintiff to plead the theory of the case in the petition. Ramey v. DeCaire, 2003-1299 (La. 3/19/04), 869 So.2d 114. A cause of action is defined as the operative facts that give rise to the plaintiff's right to assert judicially the action against the defendant. Id.

The original petition, the two supplemental and amending petitions, and the nearly 500 pages of documents attached therein are not a short, clear and concise statement of the causes of action being asserted by the plaintiffs herein. La. C.C.P. art. 853 permits the attachment of documents to a petition; but in this case, the sheer volume of the documents attached to the petition make it nearly impossible to discern for the individual defendants to discern the factual basis for the causes of action being asserted against them.

The petition asserts causes of action against the defendants collectively without differentiating the factual basis the allegations against each defendant individually. As a result, the Court is granting the exceptions of vagueness filed by the defendants and is ordering plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. Due to the vagueness of the petition, the Court is deferring ruling on the other exceptions filed by the

08/16/2019 FRI 2:31 FAX 1188/284

defendants until the petition is amended.

Belle Chasse, Louisiana, this 30th day of January, 2015.

MICHAEL D. CLEMENT, JUDGE

TRUE COPY
Dy. Clerk of Court
Parish of Plaquemines, La.

08/16/2019 FRI 2:32 FAX 189/284

NOTICE OF JUDGMENT

CATHERINE P ALFORD ET AL

Versus

CHEVRON USA INC ET AL, ET AL

Case: 00060483
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MICHAEL R PHILLIPS
KEAN MILLER LLP
909 POYDRAS ST
SUITE 3600
NEW ORLEANS, LA 70112

DONALD T. CARMOUCHE
TALBOT CARMOUCHE & MARCELLO
17405 PERKINS RD.
BATON ROUGE, LA 70810

RICK SARVER
BARRASSO USDIN KUPPERMAN FREEMAN & SARVER LLC
909 POYDRAS ST., 24TH FLOOR
NEW ORLEANS, LA 70112

JANE A. JACKSON
KELLY HART & PITRE
400 POYDRAS ST., SUITE 1812
NEW ORLEANS, LA 70130

AMY E. A. LEE
JOHNSON GRAY MCNAMARA
P O BOX 51165
LAFAYETTE, LA 70505

BARRY W. ASHE
STONE PIGMAN WALTER WITTMANN LLC
546 CARONDELET ST.
NEW ORLEANS, LA 70130

Notice is hereby given that on January 30, 2015 in the above-entitled and numbered cause, REASONS FOR JUDGMENT was read, rendered and signed in above matter; a true and certified copy of said judgment is attached hereto.

IN TESTIMONY WHEREOF, witness my hand and official seal of office in Belle Chasse, Louisiana, on this Friday, January 30, 2015.

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

[FILED COPY]

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27TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. LANDRY

STATE OF LOUISIANA

DOCKET NO. 12-C-5530 DIV. "C"

JACK ANTHONY DEVILLIER, ET AL

VERSUS

CHEVRON U.S.A., INC., ET AL

JUDGMENT SUSTAINING DEFENDANTS' EXCEPTIONS OF VAGUENESS, AND CONTINUING THE HEARING ON ALL OTHER PENDING EXCEPTIONS

The non-evidentiary Exceptions filed by the defendants came on for hearing on the 12th day of August, 2013. Present were:

Patrick Morrow, John Cannouche, Brian Cannouche, Todd Wimberley and Jim Ryan, representing the Plaintiffs;

Paul Lavelle, representing defendant, Great Southern Oil & Gas Co., Inc.;

Valerie Guidry, representing defendant, Leggett Petroleum, LLC;

David McCrory, representing defendant, BHP Billiton Petroleum (Americas) Inc.;

Rachal Chance, representing defendant, Marks Operating, LLC;

Kay Theunissen, representing defendant, Pay Oil, LLC;

Thomas M. McNamara and Ingrid M. Kemp, representing defendant, Anadarko E&P Onshore LLC, as successor in interest to Howell Petroleum Corporation;

James Guglielmo, representing defendant, Vernon E. Faulconer, Inc.;

Carl Duhon, representing defendant, J.P. Van Way Family Limited Partnership;

John A. Jeansonne, Jr., representing defendant, Meason Operating Company;

Daniel C. Hughes, representing defendant, The Pickens Company, Inc.;

Paul Bullington, representing defendants, Liberty Oil and Gas Corporation and Palmer Petroleum, Inc.;

Penny Malbrew, representing defendants, BP America Production Company and Pan American Petroleum Company; and

Pamela R. Mascari, representing defendant, Chevron U.S.A. Inc.

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St. Landry Parish Clerk Of Court

EXHIBIT E

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DEPUTY CLERK

Considering the offerings and arguments by counsel, the court being fully informed, and being of the opinion that the Exceptions of Vagueness should be sustained; it is hereby

ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness filed by the Defendants be, and the same hereby are, SUSTAINED; it is further

ORDERED, ADJUDGED AND DECREED that Plaintiffs are required to amend their Petition in the following respects: (1) to identify specifically which defendants did what damage to what specific property or properties; (2) to identify specifically the acts by each defendant which caused the complained-of harm; (3) to specify facts giving rise to the defendants' individual liability, including relevant time period(s) and location(s); (4) to identify any and all relevant contracts, including, without limitation, mineral leases, and to identify the parties to each such contract (i.e., specific plaintiff(s) and/or specific defendant(s)); (5) to provide property descriptions for each tract at issue in the litigation; (6) to identify the ownership or other interest of each plaintiff in each relevant tract(s) at issue in the litigation and to describe the nature of and specific details regarding each plaintiff's ownership or other interest in such tract(s); and (7) to identify which leases or other contracts apply to which defendants. Plaintiffs have twenty-five days from August 12, 2013, to amend their petition; it is further

ORDERED, ADJUDGED AND DECREED that the hearing on all other Exceptions filed by any defendant (apart from the Exceptions of Vagueness) be continued, to be reset at some future date, upon further order by the Court; it is further

ORDERED, ADJUDGED AND DECREED that all costs associated with the hearing on defendants' Exceptions of Vagueness be, and are hereby, assessed against the Plaintiffs.

OPELOUSAS, LOUISIANA, this 23 day of September, 2013.

HONORABLE ALONZO HARRIS
27TH JUDICIAL DISTRICT JUDGE

OPELOUSAS, LOUISIANA 9-23-2013
This is to certify that the above is a true and correct copy of the original as file in the office of the Clerk of Court of St. Landry Parish.
Deputy Clerk of Court

St. Landry Parish Clerk of Court's Office
Filed Sep 26 23 2013
Dy. Clerk

08/16/2019 FRI 2:32 FAX 1192/284

Submitted by:

Vitter L. Gregoire (#22400)
Pamela R. Mascari (#25162)
Claire E. Juneau (#33209)
KEAN MILLER LLP
400 Convention Street, Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

Michael R. Phillips (#21020)
KEAN MILLER LLP
909 Poydras Street, Suite 1400
New Orleans, Louisiana 70112
Telephone: (504) 585-3050
Attorneys for Chevron U.S.A. Inc.,
as alleged successor-in-interest to Texaco Inc.

RULE 9.5 CERTIFICATE

I certify that I circulated this proposed Judgment/order to counsel for all parties and/or to self-represented parties by e-mail on August 29, 2013 and that:

No opposition was received.

St. Landry Parish Clerk of Court's Office
Filed Aug 23 2013
Dy. Clerk

08/16/2019 FRI 2:33 FAX 1933/284

31ST JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON DAVIS

STATE OF LOUISIANA

EDWARD D. CONNER, ET AL

VERSUS

ADAMS RESOURCES EXPLORATION CORPORATION, ET AL
Docket Number: C-579-13

February 26, 2014
Honorable J. Byron Hebert, Judge Ad Hoc
Jennings, Louisiana

PROCEEDINGS

APPEARANCES:

FOR THE PLAINTIFFS, EDWARD D. CONNER, ET AL:

MR. DAVID P. BRUCHHAUS
MUDD & BRUCHHAUS, LLC
410 EAST COLLEGE STREET
LAKE CHARLES, LOUISIANA 70605

MR. JAMIE C. GARY
GARY LAW FIRM, LLC
457 LOUISIANA AVENUE
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, BP PRODUCTION COMPANY, TOTAL E&P USA, INC., FOREST OIL CORPORATION, INC., AND ADAMS RESOURCES EXPLORATION CORPORATION:

MR. GEORGE H. ROBINSON, JR.
LISKOW & LEWIS
822 HARDING STREET
POST OFFICE BOX 52008
LAFAYETTE, LOUISIANA 70505

COPY
Original filed in Record

REPORTED BY: LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
(TRANSCRIPT PREPARED BY COMPUTER-AIDED TRANSCRIPTION.)

LYNETTE LATIOLAIS-EMFINGER, RPR, CCR
POST OFFICE DRAWER 1389
JENNINGS, LOUISIANA 70546
(337) 824-3506

EXHIBIT
F

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FILED
AUG 16 2019
Jandi L. Gandolfo
DEPUTY CLERK

APPEARANCES: (CONTINUING)

FOR THE DEFENDANTS, GEODYNE NOMINEE CORPORATION AND GEODYNE RESOURCES, INC.:

MR. ADAM V. ZUCKERMAN
BAKER DONELSON BEARMAN
CALDWELL & BERKOWITZ, PC
201 ST. CHARLES AVENUE, SUITE 3600
NEW ORLEANS, LOUISIANA 70170

FOR THE DEFENDANT, HONEYWELL INTERNATIONAL, INC.:

MS. CLAIRE E. JUNEAU
KEAN MILLER, LLP
II CITY PLAZA
400 CONVENTION STREET, SUITE 700
POST OFFICE BOX 3513
BATON ROUGE, LOUISIANA 70802

FOR THE DEFENDANTS, LARIO OIL & GAS COMPANY AND BHP BILLITON PETROLEUM (AMERICAS), INC.:

MR. DEMARCUS J. GORDON
MS. JANE A. JACKSON
GORDON, ARATA, MCCOLLAM, DUPLANTIS & EAGAN, LLC
201 ST. CHARLES AVENUE, 40TH FLOOR
NEW ORLEANS, LOUISIANA 70170-4000

FOR THE DEFENDANTS, JOMAC PROPERTIES, A LIMITED PARTNERSHIP, PEVEHOUSE, INC.:

MR. EDWARD C. ABELL, JR.
ONEBANE LAW FIRM
1200 CAMELLIA BLVD., SUITE 300
POST OFFICE DRAWER 3507
LAFAYETTE, LOUISIANA 70502-3507

FOR THE DEFENDANT, ENCANA OIL & GAS (USA), INC.:

MR. WILLIAM G. DAVIS
MCGLINCHEY STAFFORD
14TH FLOOR, 301 MAIN STREET
BATON ROUGE, LOUISIANA 70801

FOR THE DEFENDANT, ELAND ENERGY, INC.:

MR. ROBIN D. MCGUIRE
TWO GALLERIA TOWER
13455 NOEL ROAD, SUITE 2000
DALLAS, TEXAS 75240

FOR THE DEFENDANT, NEWFIELD EXPLORATION GULF COAST, LLC:

MR. JED M. MESTAYER
NEUNER PATE
ONE PETROLEUM CENTER
1001 WEST PINHOOK ROAD, SUITE 200
LAFAYETTE, LOUISIANA 70503

08/16/2019 FRI 2:33 FAX 1975/284

APPEARANCES: (CONTINUING)

FOR THE DEFENDANTS, CONOCOPHILLIPS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, LLC:

MR. ERIC E. JARRELL
KING, KREBS & JURGENS, PLLC
201 ST. CHARLES AVENUE, 45TH FLOOR
NEW ORLEANS, LOUISIANA 70170

FOR THE DEFENDANT, HENRY PRODUCTION COMPANY, INC.:

MS. VALERIE V. GUIORY
OTTINGER HEBERT, LLC
POST OFFICE DRAWER 52606
1313 WEST PINHOOK ROAD
LAFAYETTE, LOUISIANA 70505-2606

FOR THE DEFENDANT, APACHE OIL CORPORATION:

MR. DOUGLAS C. LONGMAN, JR.
JONES WALKER, LLP
600 JEFFERSON STREET, SUITE 1600
POST OFFICE BOX 3408
LAFAYETTE, LOUISIANA 70802

FOR THE DEFENDANT, CHEVRON USA HOLDINGS, INC.:

MR. ALAN J. BERTEAU
KEAN MILLER, LLP
II CITY PLAZA, SUITE 700
400 CONVENTION STREET
POST OFFICE BOX 3513
BATON ROUGE, LOUISIANA 70821-3513

FOR THE DEFENDANT, REBEL OIL COMPANY:

MR. EVAN J. GODOFSKY
LARZELERE PICOU WELLS
SIMPSON LONERO, LLC
3850 NORTH CAUSEWAY BOULEVARD
SUITE 1100, TWO LAKEWAY CENTER
METAIRIE, LOUISIANA 70002

FOR THE DEFENDANT, LACLEDE GAS COMPANY:

MR. SCOTT H. MASON
PLAUCHE MASELLI PARKERSON, LLP
701 POYDRAS STREET, SUITE 3800
NEW ORLEANS, LOUISIANA 70139

FOR THE DEFENDANTS, XH, LLC, AND HHE (HASSIE HUNT EXPLORATION COMPANY):

MS. APRIL L. ROLEN-OGDEN
LISKOW & LEWIS, APLC
822 HARDING STREET
POST OFFICE BOX 52008
LAFAYETTE, LOUISIANA 70505

08/16/2019 FRI 2:33 FAX 196/284

OPEN COURT
JENNINGS, LOUISIANA
HONORABLE J. BYRON HEBERT
JUDGE AD HOC PRESIDING
FEBRUARY 26, 2014

P R O C E E D I N G S

(OFF THE RECORD.)

THE COURT:

Okay. Let's -- we can get started by making your appearances, and as you -- as you approach the bench and you -- we would like you to also identify yourself again for the court reporter. But, at this point, let's -- let's see if we can get everyone to announce their appearances.

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs, Edward Conner, et al.

THE COURT:

Okay. And you have co-counsel?

MR. BRUCHHAUS:

Yeah, Jamie Gary. He's with our law firm.

THE COURT:

Okay.

Okay. Let's see. Oh, I guess we can just start on the left side.

MR. ABELL:

Your Honor, I'm Edward Abell with the Onebane Law Firm representing Jomac.

THE COURT:

Jomac, huh?

MR. ABELL:

Jomac, J-o-m-a-c, and --

08/16/2019 FRI 2:34 FAX 1197/284

THE COURT:

And Rebel?

MR. ABELL:

-- and -- no, Rebel -- Your Honor, I will withdraw as Rebel's counsel because there's a duplication here. We have a little confusion. Rebel has two lawyers, and I'm not the one they're going to pay.

THE COURT:

Okay.

Okay.

MR. ABELL:

I also represent Pevehouse in the --

THE COURT:

Pevehouse.

Okay.

MR. ROBINSON:

May it please the Court, Your Honor, George Robinson with Liskow & Lewis out of Lafayette. I'm here for BP Production, Total E&P USA, Forest Oil Corporation, and Adams Resources Corporation.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman of Jones Walker. I represent Apache Corporation.

THE COURT:

You -- you're getting them?

THE COURT REPORTER:

Uh-huh (yes).

THE COURT:

Okay. Thank you.

Okay.

08/16/2019 FRI 2:34 FAX 198/284

MR. MESTAYER:

Judge, Jed Mestayer for Newfield Exploration Gulf Coast, LLC.

THE COURT:

I'm sorry. What?

MR. MESTAYER:

Jed Mestayer for Newfield Exploration Gulf Coast, LLC.

THE COURT:

What is the -- the -- the defendant -- I mean, the defendant's name again?

MR. MESTAYER:

Newfield --

THE COURT:

Newfield.

MR. MESTAYER:

-- Exploration.

THE COURT:

Okay.

Okay.

MS. GUIDRY:

Your Honor, Valerie Guidry for Henry Production Company.

THE COURT:

Okay.

MS. JUNEAU:

Good afternoon, Your Honor. Claire Juneau for Honeywell International.

THE COURT:

Okay. Thank you.

MR. GORDON:

Good morning or good afternoon, Your Honor.

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THE COURT:

Yeah.

MR. GORDON:

Demarcus Gordon at Gordon Arata on behalf of BHP Billiton Petroleum (Americans), Inc., and Lario Oil & Gas Company. I also have Jane Jackson here with me.

THE COURT:

Who?

Oh, Jane.

Okay.

Jane Jackson.

Okay.

MR. MASON:

Your Honor, Scott Mason with Plauche Maselli Parkerson for Laclede Gas Company.

THE COURT:

What is the defendant -- the defendant?

MR. MASON:

It's Laclede, L-a-c-l-e-d-e, Gas Company.

THE COURT:

Okay. That's -- who else?

MR. GODOFSKY:

Evan Godofsky for Rebel Oil Company.

THE COURT:

I'm sorry. What's your name?

MR. GODOFSKY:

Evan Godofsky.

THE COURT:

How do you spell your last name?

MR. GODOFSKY:

G-o-d-o-f-s-k-y.

THE COURT:

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Okay. And who do you represent?

MR. GODOFSKY:

Rebel Oil Company.

THE COURT:

Rebel, okay.

Rebel.

Okay.

MR. ZUCKERMAN:

Good afternoon, Your Honor. Adam Zuckerman on behalf of the two Geodyne defendants, Geodyne Nominee Corporation and Geodyne Resources.

THE COURT:

Okay.

Okay.

MR. MCGUIRE:

Your Honor, Robin McGuire on behalf of Eland Energy, Inc.

THE COURT:

Eland. Eland you said, huh?

MR. MCGUIRE:

Eland Energy, yes, sir.

THE COURT:

Okay.

MR. JARRELL:

Eric Jarrell, Judge Hebert, for ConocoPhillips Company and the Louisiana Land and Exploration Company, LLC.

THE COURT:

Okay. Thank you.

MR. DAVIS:

Your Honor, William Davis on behalf of Encana Oil & Gas (USA).

THE COURT:

Thank you.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA Holdings.

THE COURT:

All right. Thank you.

MS. ROLEN-OGDEN:

Good afternoon, Your Honor. April Rolen-Ogden with Liskow & Lewis on behalf of XH and HHE.

THE COURT:

Okay. Did you have a -- a motion?

MS. ROLEN-OGDEN:

No, Your Honor. We're here to observe.

THE COURT:

Oh, okay.

Thank you.

MS. ROLEN-OGDEN:

Thank you.

THE COURT:

Okay.

Okay. Let's see. Anyone else that we haven't gotten to?

(NO VERBAL RESPONSE.)

THE COURT:

We can anticipate a lot of motions and pleadings in this case. Perhaps we could -- let me give you my e-mail address so that you can send things electronically. If -- my e-mail address is b-b-e-a-r -- that's b bear, instead of Hebert, b-b-e-a-r-4-3, and it's at Bellsouth.net. And if you would, I have a law clerk, Neil Savoy, who's present in the courtroom, but his --

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his e-mail address is Neil Savoy -- it's n-e-i-l-s-a-v-o-y. It's all one word. Neilsavoy@gmail.com.

I think it would help if you would just e-mail me the documents and -- but -- but then three days before a hearing, I would like a -- a bench book. So we'll just need one copy of everything that's coming up but in the form of a bench book. In a case that I had before, we kind of like -- they took turns doing this. Like the plaintiffs would present the bench book, the -- the next -- the next hearing, and then the defendant -- they'd alternate it between the defendants and the -- the plaintiff as a way of preparing a bench book.

But, in other words, it'd only be one copy necessary of your briefs, but just before, you know, the hearing, like, you know, at least three days before if I could have -- the reason it's three days is I'm presuming that you will have briefs and reply briefs and opposition -- I mean -- let's see, briefs, opposition, and replies. So sometimes it's at the last, you know, few days. So that we have all -- all the written pleadings that we could put into one -- one notebook. If y'all could do that for me, that would be good. If -- but don't -- otherwise, just send in everything by e-mail. That would be fine.

And as far as the bench book, if it could be delivered -- I don't have an office address. It's a home address, but it's 108 North Louisiana, Abbeville, 70510.

Okay. And as far as today, we're just taking up the non-evidentiary motions, our exceptions?

MR. BRUCHHAUS:

That's correct, Your Honor.

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THE COURT:

And -- let's see. Yeah, that's by agreement.

And the -- the -- the other motions are -- I understand are continued without date; am I right?

MR. BRUCHHAUS:

That's my understanding, Your Honor.

THE COURT:

Okay. I had -- I did see the -- the -- I was wondering if we could perhaps come to an agreement on the -- on all the except- -- the dil- -- the dilatory exceptions on vagueness and ambiguity. And I guess I'm not sure if it would also include the -- I guess the requirements of 891, too.

The brief -- let's see. I'm trying to remember who -- who attached these briefs as an exhibit. Let me see.

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

Anyway, one of the defendants had the exhibit with -- with Judge McIntyre's judgment in the Thomas case.

MR. ROBINSON:

That was me, Your Honor, George Robinson.

THE COURT:

Okay. Mr. Robinson.

Yeah, I was looking at that and looking at his -- his judgment, which -- which set out a -- a -- a chart, a pleadings by chart to -- did the plaintiffs look at that? This is Thomas --

MR. BRUCHHAUS:

We've seen it before, Your Honor, and -- and

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part of the reason that in the brief -- I mean, in the petition now we attach an operator history, a detailed operator history, all of the leases, maps of the property, and the other exhibits is to address those vagueness exceptions that we've seen in the last -- like the one in the Thomas case.

THE COURT:

Does that answer -- the -- that exhibit would answer -- let's see. Which exhibit are you talking about?

MR. BRUCHHAUS:

It's Exhibit A, B, C, and D, Your Honor.

THE COURT:

I haven't gotten to those yet. I don't know. Let me see. I'm not sure how they're filed in the record.

MR. BRUCHHAUS:

They were attached to the back of the petition.

THE COURT:

Well, I have the original petition, but I don't see the exhibits. I wonder if they were put in a different -- would the clerk -- did they put them in a -- did they put them somewhere other than in the record?

(THE COURT AND THE CLERK CONFER BRIEFLY.)

THE CLERK:

This is the latest file (indicating).

THE COURT:

The -- you're talking about the petition -- no, but this is the petition that was filed August 23rd.

MR. BRUCHHAUS:

Yes, sir.

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THE COURT.

You -- you had exhibits attached to that?

MR. BRUCHHAUS:

We did.

THE COURT:

I'm not sure how it was done.

MR. BRUCHHAUS:

Judge, --

THE COURT.

I'm not sure what the clerk -- let's see. Let me check it.

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- if you want to check Paragraph 5 of the petition, it details what the exhibits are.

THE COURT:

Okay. Wait just a second. The clerk's looking at it now. Let me see.

THE CLERK:

I don't see them, Judge.

THE COURT:

They're not in the record.

MR. BRUCHHAUS:

Okay.

THE COURT:

The exhibits are not in the record. I don't know.

Do you have them with you or a copy?

MR. BRUCHHAUS:

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I have a copy, Your Honor.

THE COURT:

It's a copy?

MR. BRUCHHAUS:

Yeah.

THE COURT:

Let me see.

MR. BRUCHHAUS:

The only thing that's not attached in that copy is all the leases that were filed as well.

THE COURT:

Is what?

MR. BRUCHHAUS:

Is all the leases that we filed.

THE COURT:

Okay.

So the defendants were served with the exhibits, huh, the --

MR. BRUCHHAUS:

I think so, Your Honor.

THE COURT:

Let me see.

MR. ROBINSON:

That's correct, Your Honor.

THE COURT:

Huh?

MR. ROBINSON:

Yeah, we've -- we've -- we've got the exhibits. They were attached to the -- I think -- Mr. Bruchhaus, I think y'all furnished them to us on CD.

MR. BRUCHHAUS:

That's correct.

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THE COURT:

Okay.

Okay. Mr. Robinson, you want -- you want to address that --

MR. ROBINSON:

I will, Your Honor.

THE COURT:

-- 'cause it -- this is -- you -- you had -- is there anything else you want to say about this particular issue on the -- besides your brief -- I mean, on -- on --

MR. BRUCHHAUS:

I guess I'll hear what Mr. Robinson has to say, Your Honor, and then I'll -- I'll respond accordingly, if that's okay.

THE COURT:

Okay. So --

MR. ROBINSON:

Your Honor, may it please the Court, George Robinson, Liskow & Lewis, for BP, Total E&P, Forest Oil Corporation, and Adams Resources.

Your Honor, without a doubt, we were served with the exhibits, but -- and I'll fast forward. Those exhibits pretty much gave us everything that Judge McIntyre said in the Thomas case that we had gotten, but we -- we still think that in terms of the exception of vagueness the petition is deficient as follows. We're -- we're entitled -- each defendant is entitled to know the -- the -- the nature of the claims against it and the material facts.

Your Honor, I'm going to -- with the -- in the absence of an easel -- I've shown this (indicating)

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to Mr. Bruchhaus. This is one of the exhibits (indicating). It's a list of the operators, the people or companies who actually did the -- the physical work in the field, drilling, producing, closing pits, whatever, and none of my clients appear on that, and I've -- I've looked at the leases.

So our position is, first of all, we didn't act. We didn't -- my four -- I'm -- and I'm speaking for all four of them unless I differentiate. None of them were operators. We never operated, so we really don't know what went on in the field, and, for example, what we did, where we did it, when we did it. We've got those legal descriptions, but we don't know where -- and -- and there's -- and there's some legal descriptions in the leases, but we didn't act.

So what we're trying to find out is the -- the basis upon which -- the factual basis upon which the plaintiffs predicate liability against my four clients. And, I -- I think in terms of acting, Your Honor, the mere fact that they may have had a working interest in the lease is -- is inconsequential insofar as they taking any action. They -- they could be liable under the mineral code for their share if there was a breach of the lease, but we don't know that because there's no -- no specificity.

And in the case that Judge McIntyre -- Your Honor, at Page 21 of the reasons for judgment, he said that the -- the plaintiffs have given a lot of information, property at issue by section, township, and range, and the identity of each -- each well, operational areas at issue. That was the Delhi field. Types and claims, legal theories relied upon, breach of contract,

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trespass, nuisance, in this case, punitive damages, causes of the -- of the pollution on plaintiffs' property, pits, pipelines, and spillage, chemical constituents of produced water, drilling mud and norm, the areas damaged, and the types of damages sought.

But then he went on, Your Honor, in sustaining the exception he -- what he required in the amendment was the plaintiffs to amend to designate the specific tracts of land owned by each plaintiff and the ownership percentage, the specific claim each plaintiff is asserting, the defendants against whom each plaintiffs' claim is being asserted, the nature and location of the alleged contamination and the source for each tract of land, nature of the breach of the mineral lease as to each defendant, the defendants and/or other operators who allegedly conducted operations or activities on the land for which the plaintiff alleges it liable in damages.

So he found that while the -- the -- the general information as to the location of the property and the types of claims being made were there in the petition there was no specificity as to the claims sought against each of the defendants.

Your Honor, the -- the well history attached as an exhibit to the petition shows approximately 25 or 26 wells and the operator -- it has the well histories. It lists those same operators on this exhibit, and my clients' names -- the only place my clients' names appears, other than non-operating working interest in a few leases, is in the petition.

So we would ask Your Honor to sustain the exception to the extent the --the plaintiffs be required

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to allege with further specificity what my clients did, when they did it, where they did it, and what damages they're seeking from our clients.

Your Honor, that's -- that's all I have unless --

THE COURT:

Yeah.

MR. ROBINSON:

-- there's some questions.

THE COURT:

I think that -- well, I think that that's one of the areas that hasn't been answered by these exhibits that's in the -- the -- the judgment -- the Thomas case judgment that -- that was ordered by Judge McIntyre. He says -- now, he -- he suggested it could be done by a chart, which that would be -- that would satisfy your -- your problem?

MR. ROBINSON:

Well, just -- the -- the chart -- the chart was actually -- I think what happened is a Mr. Coenen, Will Coenen, of the Carmouche Firm, who was lead for the plaintiffs in that one, --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- did an amended petition and attached the chart.

THE COURT:

Uh-huh (yes).

Because I think it's not covered by the exhibits that -- asking for the nature and location of the alleged contamination and the source thereof and for

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the defendants who allegedly conducted the operations or the activities on the land.

MR. BRUCHHAUS: .

Your Honor, may I address some of those?

THE COURT:

Yeah, uh-huh (yes).

MR. BRUCHHAUS:

David Bruchhaus on behalf of the plaintiffs.

THE COURT:

All right.

MR. BRUCHHAUS:

Your Honor, this is not our first rodeo in preparing these petitions, and routinely we get hit with these, and over the course of time, we've tried to anticipate these exceptions and have tried to comply with the requests, and -- and including Judge Thomas.

And -- and just to give you an update on what's in this petition, Your Honor, in those exhibits, we have a -- a map detailing the plaintiffs' property, specifically, which one is owned by Mr. -- Edward Conner, which one's owned by Mr. Charles Conner, --

THE COURT:

Right.

MR. BRUCHHAUS:

-- and in this particular case, those are the only two plaintiffs. And so the issues that were raised by Judge Thomas are addressed with regards to who the plaintiffs are and what property we're talking to.

THE COURT:

Uh-huh (yes). Right.

MR. BRUCHHAUS:

In addition to that, we've attached an

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operator history, and in there, we don't dispute what Mr. Robinson said, his clients are not listed on that list as operators. All of the operators that are on that list were named as plaintiffs in this -- as defendants in this petition, and if the other defendants who filed vagueness exceptions names do not appear, we address that in our petition by saying you're in the lawsuit because you were on the lease chain, okay. So there are leases, and so what we did was we attached all the leases.

And I don't think there's a dispute from Mr. Robinson or the other defendants that their names appear on those leases. All of those leases contain property descriptions, Your Honor. They contain property descriptions that apply to the property now owned by the Conners. So I think we've complied with -- with the requirements of the code.

In addition to that, Your Honor, in those exhibits, all of the wells that are identified and attached to those are survey maps that we got from DNR that we attached showing where the property is. In addition to that, we attached other maps to the -- to the petition that show exactly where the property is and where the wells are located. So I think we've addressed all of those things that would normally be on the chart that was discussed by Judge Thomas.

At the end of the day, Your Honor, we do -- we -- we try our best to include all of the allegations sufficient so that we don't have to come here and address vagueness exceptions, and I think that we've done that in this particular case. If -- if you are a defendant in this case and you were not an operator, it's because your name appeared on the lease, and, Your Honor, I think the

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code says and the cases say that items that are in the possession of the defendant are not a reason to sustain a vagueness exception in a -- in a particular case like this, and certainly those defendants would be in possession of those leases. They're in the public records, and not only that, we've attached them to the position -- I mean, to the petition.

So for all of those reasons, I think we've complied with the code and -- and should not have to amend our petition.

THE COURT:

Well, you don't -- do you -- do you allege specifically, though, what -- how the lease is being violated by the defendant?

Let me see.

Do you do that, the nature of the breach of the lease --

MR. BRUCHHAUS:

Judge, we do not --

THE COURT:

-- as to each defendant?

MR. BRUCHHAUS:

No, Your Honor, we don't, not as to each defendant. But what that would require us to do is go through and list every single lease, every defendant that's on it, which we've already attached to the petition, and then all of our general allegations as to why these leases were breached are contained in globo in our -- our --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

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-- 25-page petition and including in our 50 paragraphs that we've included in the petition.

But to answer your question, no, we didn't set out Mr. Robinson's specific client, identify the exact lease in the petition -- we attached it to -- as -- as copies -- and say this is why you breached the lease, but contained in the petition, it certainly details why we believe all the defendants breached all of the leases.

THE COURT:

And you didn't specifically identify -- along those lines, you didn't specifically identify what defendants -- what activities on -- that each defendant did.

No, you -- you -- you have a general allegation that this applies to all the defendants. That's what you say at the beginning of your petition, that all the allegations apply to all of the defendants. You don't have any specific allegations --

MR. BRUCHHAUS:

Your -- Your Honor, --

THE COURT:

-- against --

MR. BRUCHHAUS:

-- the plaintiffs certainly will concede that if you're -- if you're not on that operator list, and you never went to the property, and you never did anything, you know, we're not alleging that you did unless we find in discovery some documents that show that you did more than just were on the lease chain. I mean, we'll -- we will concede that.

THE COURT:

Uh-huh (yes).

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MR. BRUCHHAUS:

But -- but being on the lease chain generates rights and responsibilities and obligations that we've alleged in the petition.

THE COURT:

Well, have you identi- -- you haven't identified the -- the source of the -- have you identified the source of the contamination?

MR. BRUCHHAUS:

I think that we have, Your Honor. I guess I could go through the entire petition and -- and --

THE COURT:

No.

MR. BRUCHHAUS:

-- and identify it all, but I -- I think we've certainly identified that.

THE COURT:

But you don't say it's because of any specific defendants. You're just saying it applies to all the defendants, the contamination?

MR. BRUCHHAUS:

We allege that the defendants' activities, and that's in Paragraph 8 through 12 of the petition. It goes through. It details the activities with regards to the unlined earthen pits and all of the contaminates that would have existed and details exactly what those contaminates would be. In Paragraph 6, we identify the exploration production defendants, identified them as -- as to their liability and why they appear in the lawsuit.

THE COURT:

What paragraph you said?

MR. BRUCHHAUS:

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The contaminate -- the contaminates and the activities are Paragraphs 8 through 12, Your Honor.

THE COURT:

Yes, the --

That's right.

And --

MR. BRUCHHAUS:

Oh, I'm sorry.

THE COURT:

-- so you're referring to all the defendants in those paragraphs?

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

But then what did you say after that? You said that --

MR. BRUCHHAUS:

In -- in Paragraph 6, we identify what the -- the legal responsibility of -- of the exploration and production defendants is in Paragraph 6.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Your Honor, I'm -- I'm happy to do whatever the Court wants the plaintiffs to do to try to make it clearer for these defendants.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

That's not the point. I think that we've done our best to try to make sure that they are aware of what the allegations against them are. We've attached

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all of the leases. But if Your Honor wants us to do more, we will comply with whatever Your Honor requests us to do.

THE COURT:

Well, I still think it'd be helpful to have a -- a -- a chart to show the -- the alleged contamination and the source and the name of the defendants that allegedly conducted operations or activities.

Now, you're saying -- we're talking about in this case two tracts, but -- so we should have a distinction between the two tracts.

MR. BRUCHHAUS:

We do, Your Honor, and we've attached a map that shows that.

THE COURT:

Okay.

MR. BRUCHHAUS:

I don't know that the defendants are so much complaining about that.

THE COURT:

So it would only be to name the defendants -- you have to specifically allege the source of the contamination and the name -- the name of the defendants for this --

MR. BRUCHHAUS:

Just -- just for clarification, Your Honor, in -- in the exhibit, there is an operator history, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- and then we identify by well number the particular well, --

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THE COURT:

Right.

MR. BRUCHHAUS:

-- and then we identify what operators operated under that particular well. And with the maps, you can see on the property where the well was so you know what operators operated what wells.

THE COURT:

Okay.

MR. BRUCHHAUS:

But -- but I'll be happy to -- to make a chart that shows that and provide it to the defendants.

THE COURT:

And also the -- the operations -- well, and also the leases -- I mean, the leases. I think you need -- you have the dates of -- of the leases in those exhibits, --

MR. BRUCHHAUS:

Judge, there's -- there's almost --

THE COURT:

-- the names and the dates?

MR. BRUCHHAUS:

There's almost 1,500 pages of leases that were attached to the back of the petition, so it'll take us some time to get -- get that particular chart, but --

THE COURT:

That would have -- and you're saying you've already stated the nature of the breach of the lease --

MR. BRUCHHAUS:

Yes, Your Honor.

THE COURT:

-- in the petition?

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MR. BRUCHHAUS:

We do that generally in the petition, yes.

THE COURT:

So we know -- you can furnish the names, and the -- and the dates of the leases, and the breach.

MR. BRUCHHAUS:

Okay.

THE COURT:

If you -- I don't know. It seems like you should be able to -- to allege the -- the breach -- the -- how that lease is breached.

MR. BRUCHHAUS:

We've done it generally in the petition, --

THE COURT:

Yeah.

MR. BRUCHHAUS:

-- but if you want us to add it to each lease, we can do that.

THE COURT:

Yeah.

Mr. Robinson, did -- does -- does that satisfy your objection or not?

MR. ROBINSON:

I -- I -- Judge -- and -- and I -- I -- Mr. Bruchhaus and I have handled a lot of cases together. In fact, we've --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- been on the same side a few times. I'm not trying to put them to extra work. I'm trying to find out what the claim is against my clients and --

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THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- and I think we both agree that my clients didn't act. They never went on the property. But what I'm trying to get to is for -- for -- for further motion practice perhaps or preparing for trial if we go to trial is what -- what their source of liability is and -- and to -- and -- and how it came about.

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

And I -- if -- if we could find -- and -- and the -- there's a lot of information in the petition, but as Your Honor has noted, it's -- it's also pretty general.

THE COURT:

It's -- right. I -- I just -- you can do it by way of the chart if it makes it -- if it's just an easier way to do it then to keep having to -- to repeat your allegations.

MR. ROBINSON:

It doesn't have to be --

THE COURT:

But if you can --

MR. ROBINSON:

I'm sorry, Your Honor.

THE COURT:

Yeah.

What?

MR. ROBINSON:

It -- it doesn't have to be a chart. Just if

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-- if Mr. Bruchhaus wants to amend and just make specific allegations as to my client just -- I don't care --

THE COURT:

Uh-huh (yes).

MR. ROBINSON:

-- what format it's in.

THE COURT:

Okay.

MR. DAVIS:

Your Honor, --

THE COURT:

Yes.

MR. DAVIS:

-- I apologize for interrupting.

My name is William Davis on behalf of Encana --

THE COURT:

Uh-huh (yes).

MR. DAVIS:

-- (USA). I want to adopt Mr. Robinson's argument. I too am a non-operator assignee of a lease in the field and would like for any ruling that applies to Mr. Robinson's clients to apply equally to Encana.

THE COURT:

Right.

Would that satisfy your objection on the -- the amendment that -- what we're speaking about, the amendment to the --

MR. DAVIS:

It -- it certainly would.

THE COURT:

-- to identify the lease, --

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MR. DAVIS:

It certainly would.

THE COURT:

-- and the date, and the breach --

MR. DAVIS:

Right.

And, Your Honor, --

MR. BRUCHHAUS:

For each.

THE COURT:

-- for each defendant?

Right.

MR. DAVIS:

-- might I say, only speaking for my client, that if -- if -- if Mr. Bruchhaus is required to amend then instead of going through the process of serving everybody again, he's welcome to simply send me a copy or serve it to me electronically or in some fashion to avoid the time, trouble, and expense of having service as was on the original petition.

THE COURT:

Okay.

MR. ROBINSON:

That would work for me also, Your Honor.

THE COURT:

Okay. You accept service electronically, okay.

Okay. We had a number, though, of exceptions, the dilatory exception -- well, right now, we're just talking about the dilatory exception for vagueness.

Does anyone want to add to what --

MR. ABELL:

Your Honor, my -- my clients are --

THE COURT:

-- the -- the Court's order?

MR. ABELL:

My clients are similarly situated. They're working interest owners. They did not operate on the property, and that's Jomac and Pevehouse, and we would be happy with the ruling that -- that was made on this issue.

THE COURT:

Okay.

MR. LONGMAN:

Judge, Doug Longman for Apache. Apache was a non-operator as well, and the -- the points made by Mr. Robinson apply to Apache as well as the other non-ops, and what you've stated would be perfectly fine with us.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of the two Geodyne defendants. I believe that the chart would suffice. I -- I -- I make one point that perhaps we could get clarified here. With respect to the chart, I might have miscounted, but I think there were about close to 2,700 pages. Essentially, it looked like the public record -- the conveyance records had simply been copied and attached, so it is very difficult for the defendants to discern from the broad global allegations in the petition --

THE COURT:

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Uh-huh (yes).

MR. ZUCKERMAN:

-- which leases and other agreements apply, and I generally think that the chart will be sufficient for that, but I note that the plaintiffs have also made third-party beneficiary allegations, and so I think what the defendants need is not just whether they were a lessee under a particular lease, but if there is an agreement, a contract, or a mineral lease, any source of liability ought to be identified in that chart so that defendants can safely plead things like prematurity, or want of amicable demand, or perhaps even arbitration. I don't know whether that would be in any -- any of the agreements.

But my point is that each defendant needs to be able to understand which specific agreements, contracts, mineral leases, et cetera, that are attached as an exhibit to the petition serve as a basis of alleged liability.

So I would simply ask that the -- the Court to consider that in connection with its order.

THE COURT:

Okay.

MR. ZUCKERMAN:

Thank you, Your Honor.

THE COURT:

Okay. Thank you.

And --

MR. JARRELL:

Eric Jarrell, Your Honor, for the Louisiana Land and Exploration Company, LLC. We were alleged as an operating defendant. I'm assuming that all of this would

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cover since the non-ops want to know what the operators did that their allegedly liable for it would catch us as well.

Also, I represent ConocoPhillips Company who is alleged to have owned property next door to one of the plaintiffs' property, and we would assume that the same types of allegation would have to be in the new petition that would say what was specifically done on that property next door that allegedly caused what specific injury to the adjacent property because we don't know.

THE COURT:

Okay.

So -- right. I think we would include that. We talked about the lease but also the -- the operators, the activities. We -- we need more specific specificity as to the defendants whose -- who -- what was the activities that they're liable for.

MR. BRUCHHAUS:

Judge, --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

Judge, there were -- there were two gas processing defendants. One is Conoco, and one is a company called DAQ, and that's who Mr. Jarrell represents, Conoco. I -- I don't -- I'll be happy to include some more specific allegations with -- with regard to -- to his -- his involvement in the case. I think that we did include that, but if -- if the Court requires me to do something more specific, I can.

THE COURT:

Okay.

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Okay. And then -- I'm sorry. What -- what is your name?

MR. GORDON:

Demarcus Gordon --

THE COURT:

Okay.

MR. GORDON:

-- on behalf of BHP Billiton Petroleum (Americans), Inc., and Lario Oil & Gas Company.

Your Honor, I'd also like to adopt Mr. Robinson's arguments and also Mr. Jarrell's arguments. One of my clients was one of the -- the predecessors who were alleged to be operators, and -- and the petition doesn't tell us what, if anything, they did wrong. So we would likewise like to have some specificity as it pertains to the operators.

THE COURT:

Okay. And --

MS. JUNEAU:

Your Honor, Claire Juneau, again, for Honeywell. I would just like to adopt Mr. Robinson's and Mr. Zuckerman's arguments --

THE COURT:

Okay.

MS. JUNEAU:

-- and have any ruling that -- that applies to them apply to Honeywell.

THE COURT:

Okay. Thank you.

MR. MESTAYER:

Judge, Jed Mestayer for Newfield Exploration Gulf Coast. We're also a non-operator, and we adopt the

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arguments by co-defendant.

THE COURT:

Okay. Thank you.

MR. GODOFSKY:

Evan Godofsky for Rebel Oil Company, another non-operator. We adopt -- we adopt the arguments of Mr. Robinson and Zuckerman, and we're going to ask that the rulings apply to Rebel as well.

THE COURT:

Okay.

MR. BERTEAU:

Alan Berteau, Your Honor, on behalf of Chevron USA. We also -- that would satisfy our -- our vagueness exception, the rulings urged by the Court.

Your Honor, if we could go an extra step, we also had exceptions of improper cumulation and prematurity. It strikes me that until we know exactly what leases are at issue that it might be an exercise in futility to -- to try to -- to grabble with those exceptions.

So I -- I can only speak for myself, but it seems like that those exceptions might be a matter to be disposed of at a later date.

THE COURT:

To defer after the amended petition?

MR. BERTEAU:

That's right.

THE COURT:

Okay.

MR. ROBINSON:

Your Honor, I've discussed that with Mr. Bruchhaus and I had discussed it with some of the

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defendants before you took the bench this afternoon, and we're -- we're perfectly -- in fact, I think it would be -- it would help everybody, all sides, if we just deferred the rest of the non-evidentiary exceptions until after the amendment.

THE COURT:

Okay. So --

MR. BRUCHHAUS:

That's fine, Your Honor.

THE COURT:

Okay. Do we --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

So I will grant the exception of --

MR. BRUCHHAUS:

Your Honor, there's -- there's one point I'd -- I'd question the Court's indulgence with. Obviously, this is going to require us to do a lot of work, and -- and normally you have --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- you give 30 days to amend this petition.

THE COURT:

Right.

MR. BRUCHHAUS:

I would request 60 days if the defendants do not object so that we can properly amend and hopefully get all of it taken care of.

THE COURT:

Is that agreed?

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MR. ROBINSON:

That's agreeable with me, Your Honor.

THE COURT:

Okay.

Okay. We'll allow 60 days to amend. The exception is granted as -- and the -- that's the exception of vagueness and ambiguity. That -- that would -- in response, the -- the plaintiffs will amend the petition to allege specific allegations to the specific named defendants on the -- as -- as far as the operators as to their liability for damages suffered on the -- on the -- on the tracts. As to the operators, you need to be more specific as to each one, right?

MR. BRUCHHAUS:

I understand, Your Honor.

THE COURT:

Okay. And then for the non-operators, we need the -- the name on the -- the -- the lease, the date, and the breach, the -- how the -- and if it's not -- well, we added something. Okay. If it's not a lease, it's -- if it's some other agreement, you need to add that to the list; that it -- this is a third party. If it's a third-party beneficiary to another agreement or whatever the liability is and what's based on a non-operator, we'll have to know that.

MR. BRUCHHAUS:

We'll do the best we can do, Your Honor.

THE COURT:

And you'll do that within 60 days?

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

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Okay.

All right.

Okay. And the minutes can be sufficient unless y'all wanted some sort of judgment on that or order.

MR. ROBINSON:

I think the minutes for now is sufficient.

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

You want to circulate an order or not?

MR. ROBINSON:

I think that we'll -- we'll go with the minutes, Your Honor.

THE COURT:

Oh, the minutes, okay.

MR. ROBINSON:

Yeah.

THE COURT:

Those minutes would be sufficient.

MR. ROBINSON:

'Cause we can get a -- we can get a transcript and go from there.

THE COURT:

Okay.

Okay.

MR. GORDON:

Your Honor, --

THE COURT:

Anything else we can take up -- take up?

MR. GORDON:

Yes, Your Honor. Demarcus Gordon, again, on

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behalf of BHP --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- and Lario. We have an exception regarding Article 891 and the fact that the plaintiffs have alleged fraud --

THE COURT:

Yeah.

MR. GORDON:

-- generally within the petition.

THE COURT:

Right.

MR. GORDON:

If they're amending the petition anyway, it would make --

THE COURT:

Yes.

MR. GORDON:

-- sense for them to allege fraud with particularity as to -- as it pertains to any defendant to whom they are alleging fraud against, and I just wanted to mention that --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- because I don't want them to amend their petition and we come back and then we say now do fraud.

THE COURT:

No, I think that's --

MR. GORDON:

But I think that may be something that --

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THE COURT:

-- I think that's correct on the --

MR. BRUCHHAUS:

Judge, I'd --

THE COURT:

-- the allegation of fraud.

MR. BRUCHHAUS:

-- I'd -- I'd like to address that one maybe.

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

We include specific paragraphs because we're faced with this in every case. Paragraph 13 deals with fraud. We allege exactly what we claim the fraud is; 14 does; 15 does. In there, we say exactly what we think the particular fraud claims are, and -- and, Your Honor, fraud, as defined by the code, is -- I -- I know that 1953 says fraud is a misrepresentation or a suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. Fraud may result from silence or an inaction. And, Judge, in these paragraphs, we allege what the industry knowledge was, what the contaminates were, what the chemicals were, what the day-to-day operations were. The fact that the contaminates were never removed. That the plaintiffs were never told that there was improper reporting to the appropriate authorities, and, Judge, I just got to believe that based upon those paragraphs and based upon the requirements of the code under 891 that we've -- we've sufficed and we've -- we've alleged fraud with particularity in this particular case, Judge.

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And, specifically, if you take a look at Paragraph 15, we allege the acts.

THE COURT:

Yeah, in Paragraph -- now is Paragraph 15 insufficient? They list seven -- they -- they list seven different specifics on that fraud basis -- the basis for fraud, Paragraph 15.

Is that --

MR. GORDON:

Your Honor, Demarcus --

THE COURT:

Uh-huh (yes).

MR. GORDON:

-- Gordon once again. In response to that, once again, there's more than 30 defendants in this matter. The plaintiffs consciously decided to sue multiple defendants. These allegations are -- are general to all defendants, or maybe even to the world, possibly more defendants or -- or other parties out there. These are not pled with specificity as required by the -- the code and -- and, Your Honor, --

THE COURT:

You make it specific to the defendant. That's what you're asking?

MR. GORDON:

Yes. Yes, Your Honor, and to --

THE COURT:

Okay.

MR. GORDON:

-- the extend they can. I mean, if they can't, then --

THE COURT:

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Fine.

MR. GORDON:

-- you know, we've had many of these cases where plaintiffs concede, you know, that -- that they don't have any allegations of fraud, and, here, --

THE COURT:

Yeah.

MR. GORDON:

-- you know, these are the same general paragraphs that they include in every single petition. This has nothing specific to do with this site or -- or what any defendant did or didn't do. It's just general.

THE COURT:

Uh-huh (yes).

MR. GORDON:

It's -- it's what they always put in -- in their petitions, you know, and -- and they --

THE COURT:

Okay.

MR. GORDON:

-- can do a better job of --

THE COURT:

Yeah, I think you need to --

MR. BRUCHHAUS:

Your Honor, --

THE COURT:

-- specify the defendants again.

MR. BRUCHHAUS:

Well, I think -- I think Mr. Gordon said one of his particular clients was BHP; is that right?

MR. GORDON:

That's correct.

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MR. BRUCHHAUS:

Okay. BHP was one of operators --

THE COURT:

Uh-huh (yes).

MR. BRUCHHAUS:

-- in this particular case, and, Your Honor -- Your Honor, I would ask that maybe he -- we pass this particular allegation 'cause we haven't been able to do discovery yet to find out what his documents say with regards to those which is why we pled it the way we did. I think that would be a reasonable request of the Court. Beyond what we've done in -- in the petition addressing it in three different paragraphs, I don't know what else we can do --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- without the documents.

THE COURT:

Okay.

MR. ZUCKERMAN:

Your Honor, Adam Zuckerman on behalf of Geodyne, which was a -- a non-operating defendant, and I just note that we raised the same exception, and with respect to the article, the -- the allegations that have been referenced in the petition, those talk specifically about operations. Paragraph 13, which was just cited to Your Honor, begins with the defendants knew or should have known that their day-to-day operations in the field would result in the -- the damages that they now allege. And also I would submit to Your Honor that there is a lack of specificity particularly with -- with respect to

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non-operators.

THE COURT:

Yeah.

So are you saying you need more than the 60 days to amend on the -- on fraud issues?

MR. BRUCHHAUS:

I don't think so, Your Honor. 60 days would probably give us enough.

THE COURT:

Okay.

Okay. Well, you -- that -- I'm granting the exception as to the -- it wasn't a dilatory exception also on alle- -- it's insufficient allegations for the specific -- specificity for fraud, and so you'll amend the petition on that --

MR. BRUCHHAUS:

Yes, sir.

THE COURT:

-- in regard to the fraud allegations.

Okay.

Okay. And the costs will be determined on the merits for these exceptions at this time.

Any other matter we can take up while we're all here? Well, a lot of us are here, not all of us. We still have some -- some out there. We have 30 -- how many defendants, 30- --

MR. BRUCHHAUS:

34, Your Honor.

THE COURT:

-- 4. You have 34 defendants, okay.

MR. BRUCHHAUS:

Although --

THE COURT:

Okay.

MR. BRUCHHAUS:

-- just for the record, some of the defendants haven't answered yet, and some of them haven't been served, so not everybody's here. So --

THE COURT:

Okay. Well, include them on your charts.

MR. BRUCHHAUS:

Sure. We'll take care of it in advance.

THE COURT:

Right.

Okay.

Okay. Thank you.

I'll see y'all next time, okay.

MR. ROBINSON:

Thank you, Your Honor.

(OFF THE RECORD.)

(PROCEEDINGS ADJOURNED.)

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C E R T I F I C A T E

This Certification is valid only for a transcript accompanied by my original *blue* signature and original *blue* official seal on this page.

I, Lynette Latiolais-Emfinger, RPR, CCR, Official Court Reporter in and for the 31st Judicial District Court, Parish of Jefferson Davis, State of Louisiana, do hereby certify that the foregoing transcript reported by me in the stenotype-reporting method contains a full, true, and correct transcription of the above referred to proceedings conducted on the 26th day of February, 2014, and I am not related to or associated with any of the parties to said proceedings; that the transcript has been prepared in compliance with transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana; that I have acted in compliance with the prohibition on contractual relationships. I further certify that the transcription contained herein was prepared and transcribed by me or under my personal direction and supervision and is accurate to the best of my ability, knowledge, information, understanding and belief.

I further state on the record the following: That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceedings, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript; that any words and/or names which could

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not be verified through reference material have been denoted with the phrase "(phonetical)".

Signed this 31st day of March, 2014.

Lynette Latiolais-Emfinger, RPR, CCR
Official Court Reporter
State License No. 93007
NCRA License No. 817506

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Return Date
Stamped

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 60-996 DIVISION "A"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, CHEVRON U.S.A. HOLDINGS INC., CHEVRON U.S.A. INC., THE TEXAS COMPANY, APACHE OIL CORPORATION, ATLANTIC RICHFIELD COMPANY, AND LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.

FILED: NOV 8 - 2013 /s/ BETTINA K. PHILLIPS
DEPUTY CLERK

PETITION FOR DAMAGES
TO THE
PLAQUEMINES PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF PLAQUEMINES, and (2) the State of Louisiana *ex rel.* PARISH OF PLAQUEMINES. The Parish of Plaquemines is a local government of this State that has been authorized as of January 5, 2001 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Plaquemines is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Plaquemines, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

EXHIBIT
C-1

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FILED
AUG 16 2019
DEPUTY CLERK

Made defendants herein are the following entities (hereinafter, collectively, "**Defendants**"):

ROZEL OPERATING COMPANY is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Lafayette, Louisiana. Rozel Operating Company's registered agent, Raymond A. Beyt, is located at 700 East University Ave., Lafayette, LA 70503;

CONOCOPHILLIPS COMPANY is a foreign corporation whose registered agent, United States Corporation Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. ConocoPhillips Company is named as successor in interest to **Conoco, Inc.**;

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC is a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o ChevronTexaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E & P Inc.** and **Texaco Inc.**;

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named in its own capacity and as successor in interest to **The California Company**;

THE TEXAS COMPANY is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802;

APACHE OIL CORPORATION is a foreign corporation whose registered agent, C T Corporation System, is located at 350 N. St. Paul St., Ste. 2900, Dallas, TX 75201. Apache Oil Corporation is named as successor in interest to **Apache Corporation**;

ATLANTIC RICHFIELD COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Atlantic Richfield Company is named as successor in interest to **Arco Oil and Gas Company – Division of Atlantic Richfield Company**; and

LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C. is a domestic company, organized under the laws of Louisiana, whose member, Gerald Boelte, is domiciled in Louisiana. LLOG Exploration & Production Company, L.L.C.'s registered agent, Kemberlia K. Ducote, is located at 1001 Ochsner Blvd., Suite 200, Covington, LA 70433. LLOG Exploration & Production Company, L.L.C. is named as successor in interest to **LLOG Exploration Company**.

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AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bayou Gentilly, Delacroix Island, and Lake Petit Oil & Gas Fields in Plaquemines Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "Coastal Zone" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "Operational Area" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

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6.

The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:

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(a) Privately funded projects which are not uses of state concern.

* * *

(c) Maintenance of uses of local concern.

* * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(i) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney or a local government with an approved program. La. R.S. 49:214.36D. The Parish of Plaquemines, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "LDNR") on January 5, 2001 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Plaquemines is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in

accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the

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impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.

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- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

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FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never

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obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently

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dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the

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Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

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* * *

(8) detrimental changes in existing salinity regimes;

(9) detrimental changes in littoral and sediment transport processes;

* * *

(13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-

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lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

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32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

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(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "RHA"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "CWA");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising

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under the Outer Continental Shelf Lands Act (the "OCSLA")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards,

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9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Plaquemines Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by

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any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Plaquemines and State of Louisiana claim all damages and remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Plaquemines Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

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(c) Requiring actual restoration of the Plaquemines Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-3568

DONALD T. CARMOUCHE, ESQ. (2226)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYLOR, ESQ. (27662)
COSSICH, SUMICH, PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

W. PETER CONNICK, ESQ. (14158)
CONNICK AND CONNICK
2551 Metairie Road
Metairie, LA 70001
Telephone: (504) 8383-8777
Fax: (504) 838-9903

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BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

PLEASE SERVE THE PETITION FOR DAMAGES:

ROZEL OPERATING COMPANY
Through its registered agent for service of process:
Raymond A. Beyt
700 East University Ave.
Lafayette, LA 70503

CONOCOPHILLIPS COMPANY
Through its registered agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

THE TEXAS COMPANY
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

ATLANTIC RICHFIELD COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.
Through its registered agent for service of process:
Kemberlia K. Ducote
1001 Ochsner Blvd., Suite 200
Covington, LA 70433

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PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P. O. Box 6028
San Ramon, CA 94583

APACHE OIL CORPORATION
Through its registered agent for service of process:
C T Corporation System
350 N. St. Paul St., Ste. 2900
Dallas, TX 75201

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TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 DIV. "B"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

FILED

MAR 20 2017

FILED: _____ _____

DEPUTY CLERK

REASONS FOR JUDGMENT

On November 8, 2013, the Parish of Plaquemines (Parish) filed twenty-one separate lawsuits against various oil companies who have in turn filed exceptions of vagueness, among other exceptions; and, the parties agreed to proceed on the exceptions in Case No. 60-986 and Case No. 60-996.[1] The State of Louisiana and the Louisiana Department of Natural Resources (LDNR) have intervened in these suits. The petitions in these suits differ as to the operational areas involved and the particular defendants alleged to be responsible. For the following reasons, the exceptions of vagueness are sustained, and the Parish is ordered to amend its petition to set forth specific, individualized allegations as to each defendant.

The petitions are divided into sections, with the first section identifying the parties and the second section titled "AREAL EXTENT OF COMPLAINED-OF OPERATIONS" which sets forth the operational area involved. The third section, comprised of Paragraphs 4-18, sets forth the jurisdiction and venue and the statutory and regulatory framework on which this litigation is based.

The fourth section contains factual allegations, which are set forth in

[1]These cases have not been consolidated. Case No. 60-986 involves the Black Bay operational area, and Case No. 60-996 involves the Bayou Gentilly operational area.

EXHIBIT C-2

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FILED

AUG 16 2019

DEPUTY CLERK

Paragraphs 19-35, and the petitions refer to the defendants as a group without any differentiation. The Parish also attached various documents to the petitions, which include maps of the operational area and lists of coastal use permits and the oil and gas wells operated by the defendants and their predecessors in interest.

The Parish bases its claims against the various defendants on La. R.S. 49:214.21 *et seq.*, known as the State and Local Coastal Resources Management Act of 1978 (SLCRMA). It alleges that the defendants' oil and gas operations violated SLCRMA and resulted in damage and land loss in the operational areas identified in the various petitions. The Parish prays that it be awarded damages and other appropriate relief for violations of all applicable state coastal zone management program statutes and regulations within the Plaquemines Parish Coastal Zone; ordering the payment of costs necessary to clear, re-vegetate, detoxify and otherwise restore the coastal zone as near as practicable to its original condition; and require actual restoration of the coastal zone.

The purpose of a dilatory exception of vagueness is to allow a defendant to be placed on notice of the cause of action being asserted and to prevent its re-litigation after judgment. Joseph v. Wasserman, 2016-0528 (La. App. 4 Cir. 12/7/16), 206 So.3d 970, 973; Smart v. Gold, Weems, Bruser, Sues and Rundell, 2006-1414 (La. App. 3 Cir. 4/4/07), 955 So.2d 263, 267. The exception does not permit the defendant to demand exactitude and detail beyond what is necessary for these purposes; and the exception will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to prepare a defense. Id.

The Parish pointed out that its petition was lacking in particulars as to each defendant individually because it lacked information with regard to acts of the

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defendants for which they did not obtain permits and that such information would be in the hands of the various defendants. It would be unfair and inequitable to require the Parish to set forth more specific facts when pertinent information is in the possession of the defendants.

The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant. However, the Parish shall be given time to conduct discovery in order to obtain information from the defendants in order that it may make more specific allegations as to each defendant.

The exceptions of prematurity, no right of action and lack of procedural capacity remain under advisement.

Belle Chasse, Louisiana, this 20th day of March, 2017.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines, La.

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TWENTY-FIFTH JUDICIAL DISTRICT COURT

PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 60-996 DIV. "B"

THE PARISH OF PLAQUEMINES

VERSUS

ROZEL OPERATING CO., ET AL

FILED
MAR 20 2017
DEPUTY CLERK

FILED: _____

DEPUTY CLERK

JUDGMENT

This matter came before the Court on March 1, 2017 and was taken under advisement on the following matter: Exceptions of Vagueness filed by the defendants.

PRESENT WERE: VICTOR MARCELLO AND BRANDON TAYLOR, ATTORNEYS FOR THE PARISH OF PLAQUEMINES

MEGAN TERRELL AND DONALD PRICE, ATTORNEYS FOR THE STATE OF LOUISIANA AND THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES

MICHAEL PHILLIPS AND MARK PIVACH, ATTORNEYS FOR CHEVRON U.S.A., INC., CHEVRON U.S.A. HOLDINGS, INC., AND THE TEXAS COMPANY

GEORGE ARCENEAUX, ATTORNEY FOR ATLANTIC RICHFIELD CORPORATION

MELISSA THERIOT, ATTORNEY FOR ROZEL OPERATING COMPANY

DOUGLAS LONGMAN, ATTORNEY FOR APACHE OIL CORPORATION AND LLOG EXPLORATION AND PRODUCTION COMPANY, L.L.C.

EXHIBIT
C-3

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FILED
AUG 16 2019
DEPUTY CLERK

Upon consideration of the evidence, pleadings, law and argument of counsel,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Exceptions of Vagueness are **SUSTAINED** and the remaining exceptions continue to be under advisement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parish of Plaquemines amend its petition within 90 days from the signing of this order to more specifically set forth the factual basis for their claims as to each defendant individually.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parish of Plaquemines is to propound discovery to all defendants regarding their operations within 30 days of the signing of this order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants respond to the discovery requests within 45 days of receipt of the written discovery requests.

JUDGMENT RENDERED AND SIGNED this 20th day of March, 2017 in Belle Chasse, Louisiana.

MICHAEL D. CLEMENT, JUDGE

A TRUE COPY
Deputy Clerk of Court
Parish of Plaquemines La.

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CLERK OF COURT
JEFFERSON PARISH, LA.

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 DIVISION M

SANDRA COUVILLON BORNE, JUDITH ROJAS KAGAY, WAYNE J. NOLAN, JEFFREY C. NOLAN, KEITH M. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, DOUGLAS G. NOLAN, IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, AND DAVID ROJAS NOLAN

VERSUS

CHEVRON U.S.A. HOLDINGS INC., STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C., ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO, L.P., AND BOPCO, L.P.

FILED:_____ _____
DEPUTY CLERK

FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this First Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

EXHIBIT B-1

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3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

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Plaintiffs own the following property located in Jefferson and Plaquemines Parishes in and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields:

JEFFERSON PARISH

1.) A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:
Those portions of Sec. 11, lying south of Sec.37;
Lots 1, 2, and 3 of Sec. 12;
Lots 2, 3, 4 and 5 and the West half of Sec. 13;
All of Sec. 14, south of Sec. 37;
All of Sec. 23;
All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and Dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor, should go due West 2 miles from this iron pipe

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and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, corner of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast corner of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Erne Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16.-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

PLAQUEMINES PARISH

1.) A CERTAIN TRACT OR PARCEL OF LAND, situated in the Parish of Plaquemines, containing thirty-eight hundred (3800) acres, more or less, and being a portion of the upper or Northwestern portion of a larger tract of eleven thousand three hundred and forty-seven, eighty-two hundredths (11,347.82) acres, comprising sections, or parts of sections, 1, 2, 11, 12, 13, in township 17 S., R. 24 East, and sections, or parts of sections 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,

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35, 36, and 39 in township 17 S.,.R. 25 East, Southeastern land District West of the Mississippi River, exclusive of certain rights of ways, sold by the Levee Board to Wilkinson, same being more particularly described, in accordance with the hereinafter referred to map of survey, as follows:

(a) BEGINNING at a point designated by the letter "C", which point is on the Parish line dividing the Parishes of Jefferson and Plaquemines, and which point is 80 arpents from the Mississippi River in township 17 S., R. 24 East, thence S. 12 degrees 30' E. 3030 ft. to the North Shore of Bayou Dupont, which point is designated by the letter "D", thence in an Easterly direction along the North shore of Bayou Dupont to a point, which point is on the dividing line of subdivision Lots No. 1 and 2, and designated by the letters "DD", thence North 38 degrees 00' W. along the line between lots .1 and 2 to the Section line dividing Government Sections 2 and 41, township 17 S., -R.24-E, point designated by the letters "CC", thence S 52 degrees W. 807.3 ft. to point of beginning. Said tract being Subdivision Lot No. 1.

(b) THENCE BEGINNING anew at. a point designated by the letters "GG", which point is S 3 degrees 10', 855.5 ft. from the 40 arpent line from the Mississippi River and on the Western boundary of a certain Right of Way deeded to Wilkinson by the Levee Board, which Right of Way boundary is one-half mile West of the Wilkinson Canal, thence due West along the line dividing Subdivision Lots 13 and 14 to the intersection of said line with the East bank of Bayou Des Fleurs, which point is designated by the letters "GGG", thence in a- Southerly direction along the East bank of Bayou Des Fleurs and Bayou Dupont to the point "E", which point is on the Northerly boundary of a certain Right of Way deeded by the Levee Board to Wilkinson, thence South 80 degrees East to the intersection of said Northerly boundary with the Western boundary of another Right of Way deeded to Wilkinson by the Levee Board, which Right of Way Western boundary, is one-half mile West of what is known as the Wilkinson Canal, which point of intersection is designated by the letter "F", thence North 30 degrees 10 minutes East along said Right of Way, 7226.5 ft. to the point of beginning.

(c) THENCE BEGINNING anew at a point designated by the letter "H", which point is on the East Bank of Bayou Dupont where the Southern boundary of a certain Right of Way, having a width of a five acres, deeded to Wilkinson by the Levee Board, intersects the East bank of the Bayou, thence, along the 80 degrees East to the point "I", which point is one-half mile distance from and on the West side of what is known as the Wilkinson Canal, thence South 29 degrees and 10 minutes East to the point "J", where said line intersects Bayou Trufant, thence along Bayou Trufant to point "K", which point is in the Western boundary of the certain Right of Way deeded to Wilkinson by the Levee Board, which has a width of five acres or 1043.35 feet; thence In a Southerly direction along the Western Boundary of said Right of Way to the point "LL"; thence South 45 degrees West to the dividing line of Sections 38 and 39 Township 17 S., R. 25 East, to the point designated by the letters "MM", thence due North along the line dividing Sections 38 and 39, also Sections 37 and 36 to the point "P", which point is the corner common to Sections 27, 28, 36 and 37 in Township 17 S., R. 25 East; thence due West along the Section line dividing Sections 27 and 37, 5280 ft. to point "Q", which point is on the left designating descending bank of Bayou Dupont; thence in a Northerly direction along Bayou Dupont to point "H", which is the point of beginning.

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(d) THENCE BEGINNING anew at 'point "R", beginning the intersection of the Eastern boundary of the Right of Way of the Wilkinson Canal and one-half miles East of said Canal with the 40 arpent line from the Mississippi River; thence along the 40 arpent line South 46 degrees East 2001.4' to a point; thence South 48 degrees 30 minutes East 2047.3' to a point; thence South-59 degrees E. 3533.6' to a point, thence South 59 degrees 53 minutes East, 669.8 ft.; thence to point designated by the letters "SS", thence South 45 degrees West to the Eastern boundary of the Wilkinson Right of Way, which has a width of 5 acres, which point is designated by the letters "TT";

thence in a Northerly direction along the said Right of Way to point "U" which point Is on the Bayou and is just below the intersection of Bayou Trufant and McCruncheon; thence in a Northerly and Easterly direction along Bayou McCrutcheon to the Eastern boundary of the Right of Way of the Wilkinson Canal, which is one-half mile distance East from the Wilkinson Canal, which point is designated by the letter "V", thence North 3 degrees 10 minutes East along the Eastern boundary of the said Right of Way, which is one-half mile East of Wilkinson Canal, 7950 ft. to point "R" which I point of beginning.

All of which will more fully appear on certified map of survey by James S. Webb, Civil Engineer, dated November 6, 1925, and revised December 18, 1929, a copy of which said map is attached to and made part of previous Notarial acts of Sale which form part of this chain of title.

Of the property hereinabove described, that portion of the property hereinabove secondly described, bounded on the North by the dividing line of Subdivision Lots Nos. 13 and 14, and on the South by the Southern boundary line of Subdivisions Lots No. 15,and on the East by the Western boundary line of the Wilkinson Right of Way one-half mile from the Wilkinson Canal, and on the West by the Eastern banks of the Bayou Des Fleurs and Bayou Dupont, all included between the lines GG-GGG, GGG-W, W-Y, and Y-GG, shown on the above referred to map of survey, was acquired by Leon Rojas by purchasing from Hercules Georgnais, as per act before Sumter D. Marks, Jr., Notary Public, dated April 1, 1927, Registered in C.O.B.64, Folio 340, of the Records of Plaquemines Parish, Louisiana, all of the remaining property hereinabove described was acquired by Leon Rojas by purchase from Robert Verret, as per Act before Jesse Chandler McGee, dated October 20, 1925, Registered in C.O.B. 62, Folio 198, of the Records of Plaquemines Parish, Louisiana.

LESS AND EXCEPT a tract of land containing approximately two hundred fifty-five (255) acres of land sold by Rojas-Adam Corporation of Delaware to Vincent Rojas as per act of sale registered in the offices of the Clerk of Court, Plaquemines Parish, Louisiana, in C.O.B. 118, Folio 186. Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666 Division "B", Civil District Court, Parish of Orleans, registered in COB 171, Folio 539, Parish of Plaquemines, as amended by the Judgment Nunc Pro Tunc of May 27, 1954, and registered in COB 175, Folio 295, Parish Clerk's Office, Parish of Plaquemines.

Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 64 Folio 340 of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered-in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

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2.) A CERTAIN TRACT OF LAND, situated in the Southeastern Land District of Louisiana, West of Mississippi River in the Parish of Plaquemines, La., and described as the North West one-quarter (NW1/4) of Section 37 in Township Seventeen (17) South Range Twenty- five (25) East, containing one hundred and twelve and twenty-three hundredths (112.23) acres; the South West one-quarter (SW1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (25) East, containing One Hundred and Thirty-five and Seventy-One hundredths (135.71) acres; the South East one-quarter (SE1/4) of Section 37, Township Seventeen (17) South Range Twenty-five (25)1 East, containing One Hundred and Thirty-one and Forty-six hundredths (131.46) acres; and the North East one-quarter (NE1/4) of Section 37 in Township Seventeen (17) South Range Twenty-five (.25) East, containing One Hundred and Sixty (160) acres, totaling in all Five Hundred Thirty-nine and forty hundredths (539.40) acres, all as per plan or sketch made by H. E. Landry, C.E. & Surveyor, bearing date of New Orleans, La. Nov. 22nd, 1941, which is certified correct in conformity with survey of Frank T. Payne, C.E. of date Feb. 27th, 1922; corrected as of date Oct. 31st, 1942, by the said H. E. Landry, C.E. & Surveyor, and traced for showing Subdivisions of Section 37, T. 17 S. R. 25 East, etc., by E. M. Ivey, Registered C.E. on March 11, 1943.

LESS AND EXCEPT all minerals and mineral rights which are reserved to the Board of Commissioners, Lafourche Basin Levee District in accordance with the provisions of the Louisiana Constitution of 1921. Art. IV, Sec. 2, and the laws and jurisprudence affecting the sale of public lands.

Being the same property acquired by the Decedent in the Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered in C.O.B. 171, Folio 539, Parish of Plaquemines, as amended by Judgment Nunc Pro Tunc of May 27th, 1954, and registered in C.O.B. 175, Folio 295., Parish Clerk's Office, Parish of Plaquemines, and further amended by Judgment Nunc Pro Tunc in the aforesaid proceedings, dated October 29, 1969, Registered in C.O.B. 342, Folio 181, Clerk's Office, Parish of Plaquemines. Also being the same property acquired by Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB, folio of the Plaquemines Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in COB 709, Folio 914, Parish of Jefferson and registered n COB 345, Folio 202, Parish of Plaquemines.

JEFFERSON AND/OR PLAQUEMINES PARISHES

1.) ALL THAT CERTAIN TRACT OR PORTION OF LAND, situated in either or both Parishes of Plaquemines and Jefferson, and in the State of Louisiana, designated as all of that portion of Section 37, lying South of the South line of Section 24 and West of Bayou Dupont, in T. 17 S. R. 24E, containing 22.35 acres, more or less; and,

ALSO that portion of Section 47, lying North of Round Lake in T 17 S. R. 25 East, containing 105.96 acres, more or less, all located in the Southeastern Land District of Louisiana, West of the Mississippi River; all as is more fully shown by a sketch and or plan designated "Sketch showing the survey of part of Section 37, T. 17 S. R. 24 East, and part of Section 47, T. 17 S. R. 25 East, certified correct in conformity with survey of Frank R. Payne, C.E., of date, February 27, 1922, New Orleans, LA. November 22nd, 1941, signed by H. E. Landry, C.E., Note: corrected as of date October 31st, 1942, signed H. E. Landry, C.E., traced for

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showing Subdivision of Section 37, T. 17 S., R. 25 East. Portion of East Section 47, protracted and computed, dated March 11, 1943, signed E. M. Ivy, Reg. C.E.

Being the same property acquired by the Decedent in the Succession of Leon Rojas, Number 322-666, Division "B", Civil District Court, Parish of Orleans, registered in COB 175, Folio 297, Parish of Plaquemines, La., and in COB 357, Folio 682, Parish of Jefferson.

Also being the same property acquired by the Decedent by Act before Severn T. Darden, N.P., Orleans Parish, dated May 17, 1954, registered in COB 358, folio 585 of the Jefferson Parish Conveyance Records and in COB ____, FOLIO____, of the Plaquemines Parish Conveyance Records, and In the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard registered in COB 709, Folio 914, Parish of Jefferson and registered in COB 345, Folio 202, Parish of Plaquemines.

13.

Made defendants are the following parties:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E&P Inc., Texaco Inc., and The Texas Company;**

b. **STONE ENERGY CORPORATION** is a foreign corporation having its principal place of business in Louisiana;

c. **HILCORP ENERGY COMPANY** is a foreign corporation having its principal place of business in Texas;

d. **CHEVRON U.S.A. INC.** is a foreign corporation having its principal place of business in California. Chevron U.S.A. Inc. is named as successor in interest to **The California Company;**

e. **THE LOUSIANA LAND AND EXPLORATION COMPANY L.L.C.** is a foreign corporation having its principal place of business in Texas. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company;**

f. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield;**

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g. **EXXON MOBIL CORPORATION** is a foreign corporation having its principal place of business in Texas. Exxon Mobil Corporation is named as successor in interest to Exxon Corporation and Humble Oil & Refining Co.;

h. **SHELL OIL COMPANY** is a foreign corporation having its principal place of business in Texas;

i. **BP AMERICA PRODUCTION COMPANY** is a foreign corporation having its principal place of business in Texas.. BP America Production Company is named as successor in interest to Amoco Production Company and Pan American Production Company;

j. **BEPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BEPCO, L.P. is named as successor in interest to Richardson & Bass (LA ACCT) et al., Perry Bass, and *Perry* R. Bass, Inc.; and

k. **BOPCO, L.P.** is a foreign corporation having its principal place of business in Texas. BOPCO, L.P. is named as successor in interest to Richardson & Bass (LA ACCT) et al., Perry Bass, and Perry R. Bass, Inc.

VENUE

14.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained primarily, in Jefferson Parish.

15.

JEFFERSON PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUIT *THE PARISH OF JEFFERSON V. CHEVRON U.S.A. HOLDINGS INC., ET AL.*, DOCKET 732-769, DIVISION P (24TH JDC) (FILED NOV. 11, 2013)

The Parish of Jefferson has found the following violations by the Defendants herein as alleged by the Parish in the lawsuit *The Parish of Jefferson v. Chevron U.S.A. Holdings Inc., et al.*, Docket 732-769, Division P (24th JDC) (Filed Nov. 11, 2013). Plaintiffs' Property is located within and adjacent to the "Operational Area" defined in the above referenced Parish lawsuit and as depicted in the Parish lawsuit (their Exhibit B) attached hereto as Exhibit A. The subparts

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below, "a" through "v", include the findings of the Parish, as alleged the Parish's Petition for Damages to the Jefferson Parish Costal Zone ("Parish Petition") as follows:

a.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Lafitte and Three Bayou Bay Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "Coastal Zone" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish.

...

In the detailed allegations that follow, the term "Operational Area" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. [Parish Petition ¶ 3].

b.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1). [Parish Petition ¶ 4].

c.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5)...The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone...." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4). [Parish Petition ¶ 5].

d.

The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws. [Parish Petition ¶ 6].

e.

The CZM Laws regulate certain "uses" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." ... The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." [Parish Petition ¶ 7].

f.

Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.* [Parish Petition ¶ 14].

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g.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M. [Parish Petition ¶ 16].

h.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43.I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of the Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws. [Parish Petition ¶ 17].

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i.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.L The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable. [Parish Petition ¶ 18].

j.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. ... The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed [.][Parish Petition ¶ 19].

k.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). [Parish Petition ¶ 20].

l.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D. [Parish Petition ¶ 21].

m.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal

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Zone, for which Defendants are liable under the CZM Laws. [Parish Petition ¶ 22].

n.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein. [Parish Petition ¶ 23].

o.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.I. Defendants are thus liable for

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their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36. [Parish Petition ¶ 24].

p.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M. [Parish Petition ¶ 25].

q.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

"It is the policy of the coastal resources program to avoid the following adverse impacts . . . :

(4) alterations in the natural concentration of oxygen in coastal waters;
(5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

***

(8) detrimental changes in existing salinity regimes;
(9) detrimental changes in littoral and sediment transport processes;

***

(13) discharges of pathogens or toxic substances into coastal waters;

***

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

***

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;
(19) land loss, erosion, and subsidence;
(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;
(21) reduction in the long term biological productivity of the coastal ecosystem.

[Parish Petition ¶ 26].

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r.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program." (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs." [Parish Petition ¶ 27].

s.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities. [Parish Petition ¶ 28].

t.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission. [Parish Petition ¶ 29].

u.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations. [Parish Petition ¶ 30].

v.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area. [Parish Petition ¶ 31].

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PLAINTIFFS' ALLEGATIONS

16.

Based upon the foregoing findings by the Parish of Jefferson, particularly Defendants' activities in the Lafitte and Three Bayou Bay Oil and Gas Fields, the Plaintiffs herein allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property. This land loss is caused when the activities described above present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands. For the purposes of the Plaintiffs herein, the "Operational Area" comprises the area in and around Lafitte and Three Bayou Bay Oil and Gas Fields. A list of Defendants' relevant wells is attached as Exhibit B. A list of Defendants' relevant Coastal Use Permits is attached as Exhibit C. Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit. Further, to the extent some of Defendants acts and omissions were allowed by permit, this does not absolve the Defendants of liability to the Plaintiffs. The Defendants' well operations (and related operations, such as dredging, waste disposal, and transportation of product and waste) and Coastal Use Permit activities (and activities beyond the scope of those permits) could have been conducted in a way that did not destroy the Plaintiffs' Property because there were reasonably prudent alternatives that would have prevented the damage done to Plaintiffs' Property.

17.

Defendants' acts and omissions include the acts and omissions as listed above in the Parish Petition, and also include: (1) failure to follow the standard of care under the regulatory structure, (2) failure to follow express and implied obligations under the permits, (3) failure to use reasonably prudent operational techniques, (4) failure to prevent unreasonable alterations to the surrounding land and marsh, (5) failure to use reasonably prudent waste disposal techniques, and (6) failure to use reasonably feasible alternative methods. For example, Defendants failed to

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backfill the canals upon the drilling of the wells, failed to use injection wells, failed to use overmarsh vehicles, failed to use proper spoil bank mitigation and maintenance, and failed to manage canals prudently.

18.

Plaintiffs did not have actual or constructive knowledge of the damages caused by defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

19.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

20.

Defendants knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Defendants had a duty to protect the Plaintiffs and Plaintiffs' Property from these effects. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

21.

Each of the Defendants' past and continuing acts and omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around the Operational Area, in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' respective activities at issue in this action.

22.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts and/or omissions. The Plaintiffs are entitled to injunctive relief in the form of

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abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

23.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 2: STRICT LIABILITY

24.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

25.

Defendants are strictly liable for their operations that occurred prior to April 16, 1996. Defendants have, or have had, ownership, care, custody, and garde of the canals, and other oil and gas facilities in the Operational Area and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

26.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior coastal lands with increasing volume and velocity, and have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, including the Plaintiffs' Property.

27.

Defendants had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Defendants had, and have, a legal relationship to the property, comprising rights and duties.

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28.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' Property.

29.

Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he can not make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Defendants are liable to Plaintiffs because Defendants' acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' Property, and such work has caused damage to Plaintiffs' Property.

30.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Defendants are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." The Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived the Plaintiffs of enjoyment of their land and caused damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

31.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Defendants are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' Property as caused by Defendants' network and physical elements of oil and gas

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exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

32.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 3: PUBLIC NUISANCE

33.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

34.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around the Operational Area, constituting an unreasonable interference with the health, safety, property, peace, and/or comfort of southeast Louisiana communities as those acts and/or omissions have, and continue to, expose those communities to increased storm surge risk.

35.

Defendants failed to use reasonably prudent operational techniques, failed to prevent unreasonable alterations to the surrounding land and marsh, failed to use reasonably prudent waste disposal techniques, and failed to use reasonably feasible alternative methods to fulfill their purpose without damaging neighboring lands. Defendants' acts and omissions created a hazardous condition affecting the Plaintiffs. Defendants could reasonably foresee that damage would ensue on neighboring properties as a result of their acts and omissions and their decisions not to mitigate the effects of their operations. The harm, inconvenience, and damage materially

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interfere with the Plaintiffs' rights to enjoy their property. The damage caused by Defendants is an unreasonable intrusion into the lives of the neighboring Plaintiffs.

36.

That unreasonable interference has been and continues to be a proximate cause of particularized damage to Plaintiffs' Property in the form of the value of land directly lost and the value of economic and life activities attendant to that lost land. This damage is different in kind than that sustained by the public at large.

37.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

38.

That unreasonable interference is continuing to produce adverse effects.

39.

That unreasonable interference is known or knowable by Defendants.

40.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

41.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

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COUNT 4: PRIVATE NUISANCE

42.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

43.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around the Operational Area, all in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

44.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

45.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care.

46.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

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47.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 5: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

48.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

49.

The express and implied obligations and duties contained in the coastal use permits ("CUPs") identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property, and that Defendants take affirmative protective actions and prohibit other actions with detrimental effects in and around the Operational Area.

50.

Provisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs. Accordingly, those provisions afford Plaintiffs third-party beneficiary status.

51.

Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action.

52.

Accordingly, Defendants are in continuing breach of those obligations and duties such that Defendants are bound to redress the damages caused by their breach and sustained by the Plaintiffs. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration

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activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

53.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

CUMULATIVE IMPACTS AND REMEDY

54.

The Defendants' operations have caused cumulative and collective impacts to the Plaintiffs' Property. These cumulative and collective impacts resulted in common injury to Plaintiffs' Property, including the altered hydrology, saltwater intrusion, loss of vegetation and resulting land loss. As previously stated, Plaintiffs' Property lies within and adjacent to the Operational Area defined by the Parish lawsuit. The Defendants' network of oil and gas exploration production and transportation facilities, equipment, wells, and other related structures, and canals and spoil banks helped introduce and continue to introduce corrosive saltwater and other substances to this particular geographic area. Thus, there is a community of interest among the Defendants. The Defendants' damages to the Plaintiffs' Property are commingled and indistinguishable from one another. The required remedies for the damages are the result of all of the Defendants' actions and omissions. The combined effects of these operations have caused cumulative impacts to the Operational Area and Plaintiffs' Property.

55.

The only feasible and practical outcome here is restoration to the area as a whole. Defendants' damages to Plaintiffs' Property involve the same factual and legal issues in terms of the historical oil and gas operations in the area and their cumulative detriments.

56.

All of the Defendants named herein are jointly and solidarily liable for the damage to the Plaintiffs' Property.

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57.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Defendants finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances;

b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

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Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin B. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
Fishman, Haygood, Phelps, Walmsley Willis & Swanson, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

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PARISH OF JEFFERSON, LA.

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24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

SANDRA COUVILLON BORNE, SANDRA COUVILLON, JUDITH ROJAS KAGAY, JUDITH ROJAS, WAYNE J. NOLAN, KEVIN M. NOLAN, MARY JO NOLAN COUVILLON, MARY JO NOLAN, DOUGLAS G. NOLAN IV, DARREN JOHN NOLAN, DINA KATHLYN NOLAN WHEELER, DINA KATHLYN NOLAN, DAVID ROJAS NOLAN	CASE NO: 744-218
VERSUS	DIVISION "M"
CHEVRON USA HOLDINGS INC, STONE ENERGY CORPORATION, HILCORP ENERGY COMPANY, CHEVRON USA INC, LOUISIANA LAND AND EXPLORATION COMPANY, LLC, ATLANTIC RICHFIELD COMPANY, EXXON MOBIL CORPORATION, SHELL OIL COMPANY, BP AMERICA PRODUCTION COMPANY, BEPCO LP, BOPCO LP	

Proceedings taken in the above-entitled and numbered cause, before the Honorable Henry G. Sullivan, Jr., Division M, Judge presiding, Twenty-Fourth Judicial District Court, Parish of Jefferson, Gretna, Louisiana, on December 7, 2016.

Reported by:

DONNA McSTAY, CCR, CDR, OCC

EXHIBIT
B-2

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FILED
AUG 16 2019
Sandi L. Gandolfo
DEPUTY CLERK

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APPEARANCES

Representing the Plaintiffs:

ROCK PALERMO, ESQ.
BESSIE DASCHBACH, ESQ.
JACOB BRAUD, ESQ.

Representing Chevron:

LEXIE WHITE, ESQ.
MIKE PHILLIPS, ESQ.

Representing Shell Oil Company:

KEITH JARRETT, ESQ.

Representing Exxon Mobil Corporation:

ROBERT McNEAL, ESQ.
MARTIN STERN, ESQ.

Representing Louisiana Land and Exploration Company, LLC:

LEIGH ANN SCHELL, ESQ.

Representing Atlantic Richfield Company and BP America Production Company:

GEORGE ARCENEAUX, ESQ.

Representing Stone Energy Corp:

ELIZABETH WHEELER, ESQ.

Representing BEPCO LP AND BOPCO LP:

KELLY RANSOM, ESQ.

Representing Hilcorp Energy Company:

KELSEY MEEKS, ESQ.

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THE COURT:

Number eight on the docket is 744-218, *Sandra Couvillon Borne, Et Al, versus Chevron USA Holdings, Incorporated, Et Al.*

Counsel, please give your names and representations for the record?

MR. PALERMO:

Rock Palermo and Bessie Daschbach for the Plaintiffs, Borne.

MS. WHITE:

Your Honor, Lexie White and Mike Phillips for the Defendant, Chevron.

THE COURT:

Good morning.

MR. JARRETT:

Good morning, Your Honor, Keith Jarrett for Shell.

MR. McNEAL:

Robert McNeal and Martin Stern for Exxon Mobil.

THE COURT:

Good morning.

MS. SCHELL:

Leigh Ann Schell for the Louisiana Land and Exploration Company, LLC.

THE COURT:

Good morning.

MR. ARCENEAUX:

George Arceneaux for Atlantic Richfield Company and BP America Production Company.

MS. WHEELER:

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Beth Wheeler for Stone Energy Corp.

MS. RANSOM:

Kelly Ransom for BEPCO LP and BOPCO LP.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company.

MS. DASCHBACH:

Your Honor, we also have Jacob Braud, here, for the Plaintiffs, as well.

THE COURT:

Good morning, Mr. Braud.

Well, good, we almost cleared the attorney -- I mean, the courtroom of attorneys once we handled this case, but I'm surprised we still have a bunch of people out there, looking at the rest of the docket, but, in any event, you may proceed.

MS. WHITE:

Your Honor, Lexie White for the Chevron Defendants, and the Defendants have raised several exceptions today, and we're prepared to address them in whatever order Your Honor would prefer.

THE COURT:

How about vagueness, ambiguity, nonconformity of petition.

MS. WHITE:

That sounds good, Your Honor, and I'll address that on behalf of Chevron Defendants. Others may chime in as the

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facts are unique with respect to each of the Defendants here today --

THE COURT:

Great.

MS. WHITE:

-- but I can begin.

I do have a Power Point presentation that I've hooked up here. I'm not sure if there's something I need to do to have it show on your screen, though.

THE COURT:

You're going to play it from the podium there?

MS. WHITE:

I have it showing on my screen. Here we go. Okay, thank you, Your Honor.

And we've raised -- Chevron has raised, along with all Defendants, the dilatory exception of vagueness and ambiguity, and if the Court grants this exception and either dismisses the case without prejudice or allows the Plaintiffs to replead, that would, of course, moot the remaining exceptions at this stage.

Before I begin the argument, I just want to make clear, Your Honor, you are the first judge to actually rule on this exception. Although there are several cases raised both by this Plaintiffs' counsel on behalf of other landowners and, relatedly, by the Parish of Jefferson raising similar claims with respect to the

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land at issue in this case, Your Honor is the first to actually have the opportunity to rule on this exception in any of those cases, and the allegations in --

THE COURT:

Thanks for giving me that opportunity.

MS. WHITE:

If you choose to take it.

-- and the allegations in this Petition are undifferentiated. Your Honor, they are entirely the same for each of the 11 Defendants at issue. There's no reference, for instance, of what any specific Defendant is accused of having done wrong in the Petition. Instead what we have are 11 Defendants that are, as a group, accused of violating coastal use permits and damaging the Plaintiffs' land, and one consequence of that, Your Honor, is that we have counsel in this room today whose clients stand accused of breaching the terms and conditions of a coastal use permit, although they have no record of their clients ever having been issued a coastal use permit in any of the fields that are at issue in this lawsuit.

Another consequence of this pleading is that we have counsel standing in this room today, for instance, who have no record of their client ever having dredged a canal in Lafitte or Three Bayou Bay, but are,

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nonetheless, accused in this Petition of dredging and causing subsidence and land loss in these particular fields.

And read in its most generous light, this Petition, which we have studied, and I'll go through in some detail, if Your Honor will indulge me, says only -- and can only be credibly read to say that the 11 Defendants named here had some form of oil and gas operations in one of two oil fields, spanning more than 200 square miles, at some point over the last more than three decades. And it appears -- what we have attached to the Petition, if you look at Exhibit C, for instance, is a laundry list of permits, and in a related exhibit we have a laundry list of wells, and it appears anyone who was issued any permit or drilled any well in one of these two fields, which covers a very large geographical area, at any point in time was named as a defendant in this lawsuit. And, thus far, the Defendants' (sic) response to our briefing on this issue, and the exception that we've raised, is to say, you know, you'll get more details in discovery.

Imagine if you were sued for breach of contract but the party claiming the benefit refused to identify the contract they were claiming the benefit of asking first instead to see all of the contracts

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that you had entered into with anyone in their area, and at that point they would tell you which contract they were accusing you of having breached, and it really doesn't come close to satisfying Louisiana's fact pleading requirement which, of course, in Article 891 requires the Plaintiffs to identify the material facts of the transaction or occurrence at issue for each Defendant they've named. There is no enterprise or group liability in Louisiana. There's a long line of cases making that very clear, but I don't want Your Honor to think that we didn't try to understand the allegations in this Petition because we did.

The Petition describes, and this is a direct quote from Paragraph 21, the crux of the Plaintiffs' claim as this -- of the Plaintiffs' tort claims is a, quote, "violation of the expressed and implied duties prescribed in the permits attached as Exhibit C." That exhibit is literally a list of every permit issued in the past three decades to any of these 11 Defendants. The Petition doesn't say which of that laundry list of permits these Plaintiffs even contend was violated, if any, much less what are the expressed and implied obligations in those permits that were allegedly violated. So we can't tell from this exhibit what are the obligations

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and the duties that form the factual basis for these tort claims.

But the permits listed in Exhibit C are publicly available. This is the public website, Your Honor. This is the SONRI System that Plaintiffs likely used to compile this laundry list of every permit issued to any Defendant in this case, and so we used the same public database, Your Honor, to pull the actual permit files that are listed in Exhibit C, and when you dig into the files that are cited as support for these allegations, not only do they fail to illuminate the factual basis for this lawsuit, in many cases they flatly contradict the statements that are made without support in the Petition itself.

And I just -- if you'll indulge me to walk through this. This is the Plaintiffs' Petition, Exhibit C. It is the laundry list of permits we're told formed the crux of the Plaintiffs' tort claims. Just walking through a few, here is one, at the top. This is line 17 on Exhibit C. This is a permit issued to Texaco and compare what this permit actually says, which is on the bottom of this slide, with what the Petition says directly above it. Paragraph 16 of the Plaintiffs' Petition alleges in unspecific fashion that, quote, "Defendants' well operations and coastal use permit activities could have been

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conducted in a way that did not destroy the Plaintiffs' property because there are reasonably prudent alternatives that would of prevented the damage being done to the Plaintiffs' property."

And the permit listed for support is what's shown on the bottom of this, and this is where we're told to look for the factual basis. It states exactly -- almost exactly the opposite. This permit was issued to my client, Texaco, or Chevron as successor to Texaco, after the regulators performed their own investigation into the proposed project and concluded this proposed project is coastal water dependant, and there are *no* apparent alternatives which would be of less impact and still permit the well to be drilled.

Now, there are many -- this is just one, but there are many similar examples of this in the permit files because that is precisely what the regulators were doing. When they decided whether to issue a permit, they were balancing the economic, social, and environmental factors in deciding whether a proposed project should be authorized or whether it should not.

So what is the factual basis for the statement in Paragraph 16 of this Petition? What is the who, what, when, where and how? Are the Plaintiffs taking issue with the Louisiana Department of Natural Resources'

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decision to grant the permit that is listed on Exhibit C in line 17? Are they taking the position that reasonable alternatives did exist and that LDNR's finding was wrong, because there are particular defenses we would raise to that claim? That may not even be a suit properly raised against *these* Defendants as opposed to a different agency.

On the other hand, is this permit even at issue in this case? The Petition never says which, if any, of this laundry list of permits are allegedly violated in this case. Not a single one is specifically identified as having been violated. Is my client accused of drilling this well listed in the Petition in a manner inconsistent with reasonably prudent alternatives that would of prevented the damage to the Plaintiffs' property?

And, of course, it's a touchstone of Louisiana law that it's fundamental that a petition for damages gives the defendant sufficient notice of the facts sought to be proven against him to enable him to prepare a defense. That's a direct quote from the Fifth Circuit Court of appeal in the *Roache versus Alpha Technical Services* case, which we've cited to Your Honor in our briefing.

The Petition doesn't answer these questions, but instead accuses the Defense

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collectively, and as a group, of violating coastal use permits, unidentified terms and conditions of coastal use permits, but, time and time again, we see in these files, and here's another example, these documents. This is a follow-up investigation report completed by the regulatory body responsible for issuing coastal use permits, and after inspecting the permitted work concluded that, quote, "All permit conditions are satisfied." But, as you see across the top of this slide, this is a permit cited in Exhibit C to the Petition, line 44, as somehow -- we're not told how -- forming the factual basis for this lawsuit.

And I could spend hours going through these. There are quite a few. Here's another one for Stone Energy, line 182 of Exhibit C, another one for Hilcorp Energy, line 260 of Exhibit C to the Petition, and the point is the permits listed in Exhibit C, if you actually read them, which we did, if you actually read them, they raise more questions than they answer about what is at issue in this lawsuit.

Now, the Plaintiffs say at several points in their Petition, for instance, the Defendants were obligated to and failed to restore the land to its original condition. But, again, the permits that they cite for support, factual support for that

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allow passage, and there's no identification in the Petition of which of these activities are at issue in *this* case. In fact, we're not told which of these Defendants are alleged -- what of any particular individual Defendants' activities are alleged to have been done unlawfully.

Now, the Petition references a series of broad words. It throws around words like "adverse impacts" and "cumulative impacts" in describing the harm that it's seeking to redress, and the notion is if there's any kind of a footprint left on the land in question, that is, this land -- these two fields are the subject of extensive oil and gas operations over the past half a century. The notion is that if there's any form of a footprint left on that land, that can give rise to a tort claim, and it's the basis of a violation of a coastal use permit. But the permits that these Plaintiffs cite as ostensible support for that allegation, which is unspecified, we're not told what activities, but what they cite in this laundry list shows just the opposite.

This slide is the permit that's cited at line 95 of Exhibit C, and it's in the publicly available permit file for a dredging permit where the State of Louisiana actually overruled an objection

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that had been raised to maintenance dredging explaining that, quote, "This is an old oil and gas field, and the proposed maintenance dredging is for existing canals. Additional adverse impacts will be minimal, and the benefits of continued oil and gas production will outweigh any unavoidable adverse impacts." In other words, there, again, we have to state balancing the economic, social, and environmental factors of each of the activities that were proposed to be conducted, and at the end of the day, in each of the instances that I've shown you, the State struck the balance in favor of development. What we're not understanding from this Petition is what are these 11 Defendants accused of doing wrong following the issuance of this permit.

Now, the Louisiana Fifth Circuit Court of Appeal has specifically criticized the use of these generalized terms, like "violation of regulations," which are used without identifying which of a long list of particularized regulations a specific Defendant is accused of having violated.

In the *Roache versus Alpha Technical Services* case, which we've cited, for instance, on page five of Chevron's memorandum in support of this exception -- there are several cases cited on that page, page five -- a pleading was examined that,

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like this one, was replete with very generalized language, but the allegations were not specific to any particular Defendant, and the Court of Appeal found that pleading to be vague and ambiguous in violation of Article 891, and it was no excuse in that case or in this that the oil company Defendants were accused of being liable in solido. Solidary liability was alleged. The Court dismissed the action without prejudice, and the facts there were strikingly similar to those here. It was contamination of land over a period of decades by various oil field related companies brought by plaintiffs who lived in the vicinity of the land at issue against a group of dozens of defendants.

And we cited several other cases that were similar, and we attached to our brief, our memorandum in support of this exception, the orders that came out in those cases. In, for instance, the *Alford versus Chevron* case, Judge Clement of the 25th Judicial District Court found a similar petition that attached a laundry list of exhibits to be vague and ambiguous precisely because it, quote, "Asserted causes of action against defendants collectively without differentiating the factual basis of the allegations against each defendant individually." And the facts there were strikingly similar. There

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alleged to have been violated with a precise description of what was the violation. And then, third, for each permit or activity identified, the damage that's alleged to have been caused.

And that's our request, Your Honor.

THE COURT:

All right, thank you.

Exhibit C contains a list of 275 permits; is that right?

MS. WHITE:

That's right, Your Honor; I believe that's right.

MR. McNEAL:

Good morning, Your Honor.

THE COURT:

Good morning.

MR. McNEAL:

May I proceed?

THE COURT:

You may.

MR. McNEAL:

It's Robert McNeal on behalf of Exxon Mobil. Your Honor, I just want to talk to you about the Petitions' claims against Exxon Mobil, so, obviously, in the vagueness exception, where you start with is the Petition, and in this case this Petition, itself, only mentions Exxon twice, once in the caption and then once in the paragraph that lists all of the Defendants. That's Paragraph 9. Nowhere

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else is there a specific reference to Exxon at all.

The Petition doesn't identify anything that Exxon specifically did that caused any of the damage alleged by the Plaintiffs, and all it does is, in one of the exhibits, which is Exhibit B, which is a list of wells, it identifies nine historic Exxon Mobil wells from back in the 1950's. So these -- the wells -- and I'd point out, Your Honor, that all the wells -- and if I can approach, Your Honor, this is a copy of Exhibit 2 to the affidavit we submitted from a landman, which was attached as Exhibit 3 to our memorandum.

May I approach?

THE COURT:

You may.

MR. McNEAL:

Your Honor, what this demonstrates is that the wells that Exxon had back in the 50's were located at least a mile and sometimes several miles away from the Plaintiffs' property, and so it's kind of hard to look at this Petition and say that Exxon did something that damaged the Plaintiffs' property based on the allegations that exist.

Now, you just heard a long explanation of these permits. There's no permit that's alleged to be issued to any Exxon Mobil entity in the exhibit that attached

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allegation, like this one, for instance, listed in Exhibit C, contain a whole host of terms and conditions. If you look on these actual permit files, these are thick documents. There's a lot of back and forth between the regulators and the entity applying for the permit about how the proposed project will be conducted, what reasonable alternatives exist, how the balance should be struck, and the reasons are articulated for striking the balance in a particular way, and what you end up with is something like this. It's usually a two-page document within the permit file that lists the particular conditions the permit holder has to abide by, and, although the Petition alleges that Defendants collectively and as a group, in an unspecified manner, without identifying any activities, alleges that they failed to *restore* the land to its original condition.

What you see in these permits, like this one on your screen, is that was not a condition that was specified as one of the several conditions that the permit holder had to abide by in return for the permit that it was issued because these activities are very different. They range from installing a six-inch pipeline, to dredging a canal, to maintaining the depth of that canal at a certain navigable depth to

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-- attaches the permits at issue.

THE COURT:

Well, I'm not sure about any entities. I've reviewed the list of permits, and I did not see Exxon mentioned.

MR. McNEAL:

Yeah, they're not there, and this case is premised upon violations of permits. The underlying lawsuit that they've piggybacked onto is premised on the notion that coastal use permits were violated. I'm sure you'll hear, well, there's unpermitted activities. Well, okay, but this Petition does not identify a single unpermitted activity that Exxon Mobil did that somehow is directly linked to damage on the Plaintiffs' property.

So, Judge, I mean, real simply, these allegations don't satisfy Article 891, and the allegations against Exxon are vague and ambiguous and either should be dismissed or fixed.

I know it's just hornbook law. The Petition has to state clearly and concisely the material facts that are the basis for a claim against a defendant. I mean, put another way, a petition's supposed to tell a defendant why it's in the lawsuit and it did that resulted in it getting sued. In this case all we have, Your Honor, is an allegation that some wells existed that were drilled in the 50's that

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are miles from the Plaintiffs' property. That's not enough.

And when a petition makes an allegation against multiple defendants like happened here, the rule isn't waived. In fact, you know, the case law we cited to Your Honor states that each defendant should be told exactly what it individually did that resulted in it being sued and what the basis is for the claim against it.

So I'll just say at this point, Judge, no one has any idea of what Exxon specifically did that in any way caused damage on the Plaintiffs' property based on this Petition. There's really no way to validly defend this case based upon the allegations as they exist, and under the law the Petition is, therefore, vague and ambiguous as to my client, and the exception ought to be granted on that respect.

There's a couple of points that I think you'll probably hear, and I just want to touch base on them briefly. One argument you're going to hear, because it was raised, is the vagueness exception doesn't apply because the Plaintiffs are going to use discovery to try and find out what my client did and why it should be sued. Well, that's exactly the opposite of the purpose of 891. You're supposed to tell people why you sued them, and then you can

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frame your discovery based on reasonable factual allegations of what was done.

And, furthermore, Plaintiffs are supposed to know the reason why he's sued a defendant before he files a lawsuit, not file a lawsuit and then try to find a way to make the case. I mean, a defendant should never be required to have to go through discovery because a plaintiff doesn't know why he sued them in the first place. That's just not right, and that's not consistent with the law, Your Honor, so we don't think that argument makes sense.

And the second argument, as you've heard previously, is that somehow the Plaintiffs are allowed to get around the vagueness problem by alleging all these 11 Defendants are solidarily liable. But if you look at the allegations, Your Honor, you got wells that date from the 50's to recently. You got 11 Defendants. There's no allegation that says that any of these Defendants have any particular relationship or engaged in any kind of joint operation or did anything that somehow makes them solidarily liable.

So I'd respectfully submit that what's being argued to you is that the Plaintiff is attempting to use a legal argument of solidarity to circumvent the requirement that they provide the legitimate factual basis that supports a solidarity claim,

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solidarity liability claim.

So, Your Honor, we submit that based upon the allegations in the Petition, the claims against my client are certainly vague and ambiguous, and the exceptions should be maintained, and the claim should either be dismissed, or, alternatively, the Plaintiffs should be required to state specifically the who, what, where, when and why the allegations against my client that resulted in this lawsuit being filed against him.

THE COURT:

Thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. JARRETT:

Good morning, Your Honor, my name is Keith Jarrett. I represent Shell Oil Company.

THE COURT:

Good morning.

MR. JARRETT:

May I proceed?

THE COURT:

You may.

MR. JARRETT:

Your Honor, I appreciate counsel for Chevron going first. She carried the heavy water to explain what this lawsuit's about, and counsel for Exxon explained the situation, particularly, its client. I'm

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going to talk about Shell and what's alleged against Shell.

I think we all know that Article 891 governs this exception, and 891 requires a specific pleading of material facts, but what's material? Well, the Code of Civil Procedure tells us what's material. In Article 860 the Code says, "For the purpose of testing the sufficiency of a pleading, allegations of time and place are material," and that's precisely what's missing from this Petition.

For Shell, like Exxon, we're mentioned in the title, and we're mentioned in the name of parties being sued. But other than that, you won't find our name anywhere. You'll find it in Exhibit B, the exhibit that lists the wells, and they list five wells for Shell. You won't find Shell listed in Exhibit C, which lists the permits.

I know that's the subject of a separate exception, here, today, Your Honor, on whether a no cause of action for Shell because there are no permits listed with Shell's name on it, and there's a reason for that. The reason Shell's not listed is because Shell didn't have any permits. That permitting procedure only became effective in 1980. The five wells that Shell are sued on, Your Honor, were drilled in 1940, before anyone in this courtroom

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was born, and in the 1950's.

This is a blowup, Your Honor, if I may approach? I have -- Shell filed -- may I, Your Honor?

THE COURT:

Counsel, have you seen these documents?

MR. JARRETT:

This is the exhibit they already have.

THE COURT:

You may.

MR. JARRETT:

Your Honor, this is the -- this is the affidavit of a land management deal that was attached as an exhibit to Shell's exception, and what I have flagged is the very map that I'm holding up here, and the reason that map is significant, Your Honor, if I may, you will see that the Plaintiffs' property, here, south -- south of Lafitte, just west of Myrtle Grove, involves two oil and gas deals, but Shell's wells are not on the property. Indeed, Shell's wells, four of the five, are over three miles away from their property. This well that they've brought suit over was drilled in 1940. These other wells, all five of them, were drilled in the 50's.

When you test the sufficiency of a petition, it's not a one size fits all analysis. Consider this, Your Honor, suppose a homeowner was suing a plumber for bad work. If the plumber did the work

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the week before, what might suffice for the material facts in a petition would be one thing, but if the work was done 50 years ago some more precision would need to be included in the petition to alert the plumber why he was being sued. But if you're like Shell, and you did the plumbing work three blocks away, I submit that the allegations need to be much more precise.

These lawsuits, these legacy-type lawsuits that the Court's heard about, I'm sure they're very expensive. They're very time consuming. They're very labor intensive. Shell doesn't want to be in the case at all and certainly doesn't want to be in the case when the allegations are so imprecise as to require it to defend a lawsuit that it doesn't even know what it's accused of doing. There's been no allegation of a coastal use permit. Our wells are three miles away. We need more than -- we need more than that.

We would ask that the Petition be amended, if they can, or dismissed.

And, Your Honor, with that, I'd like to offer that exhibit to be filed in the record. I believe it's been submitted. There's been no objection made.

MR. PALERMO:

No objection.

THE COURT:

Very well. So ordered.

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MR. JARRETT:

Thank you, Your Honor, and that's all for Shell.

THE COURT:

Great, thank you.

We can mark it Shell No.1.

MR. McNEAL:

Your Honor, likewise, just as cleanup, I'd like to offer the exhibit that was referenced during Exxon Mobil's argument.

MR. PALERMO:

No objection.

THE COURT:

As Exxon No. 1.

MS. SCHELL:

Good morning, Your Honor, I'm Leigh Ann Schell for LL&E.

THE COURT:

Good morning.

MS. SCHELL:

Moving down the line has a benefit of allowing me to be even more brief as I talk about the specific situation related to LL&E in this case.

Your Honor, this case, the Borne matter, has been pending for a couple of years, maybe as many as three, but, yet, in opposition to LL&E's exception of vagueness, all that was offered by the Plaintiffs is this: That LL&E operated nine wells on or near its property, and that LL&E obtained seven coastal use

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permits.

Operating wells and obtaining permits is not actionable under Louisiana law as a basis for any tort claim. There are no allegations other than those, whatsoever, contained in either the Petition or even offered all these years later in opposition to the exception of vagueness.

Furthermore, if the Plaintiffs did even a cursory review of the publicly available information on the DNR's website that Ms. White showed the Court earlier, it's not reflected in any of these pleadings because while they allege that LL&E operated nine wells, a quick review will show that three of those wells were never drilled, so it didn't actually operate nine wells at all.

More needs to be done by the Plaintiffs to get past the requirements of the Civil Code, and the Fifth Circuit has already told us that what we have here is just not enough, so I'll conclude by referencing the Roache case, that those before me have referenced, by saying there the court, plain and simply, said allegations against multiple defendants that are broad in scope, without any specificity, that involve a large area of property over many years, are simply not enough to get over the hurdle.

And so, finally, I just wanted to offer

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and introduce into evidence the affidavit of Jim Diehl that was submitted with our original exception of vagueness, and it shows that the LL&E drilling is over four miles away on LL&E's own property, far and apart from the Plaintiffs' land.

So with that said, Judge, we'd just like to ask again that the Court grant the exception of vagueness.

THE COURT:

Thank you.

Anyone else?

MS. WHEELER:

Your Honor, Beth Wheeler for Stone Energy Corporation, and, so as not to be redundant, I just would like to adopt the arguments that have been made previously by Chevron, Exxon, Shell and LL&E. There are no particularized allegations against Stone Energy in this Petition. All there are are the en masse global allegations against all Defendants other than listing us in some exhibits that we were associated with wells and permits, but not necessarily what we did wrong with respect to those activities.

And for that reason, we would ask that the exception of vagueness and ambiguity be granted.

THE COURT:

Thank you.

MR. ARCENEAUX:

Since everybody's coming up, Your

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Honor, George Arceneaux for Atlantic Richfield and BP America Production Company, and, for the same reasons stated by Ms. Wheeler, I would say the same on behalf of my clients as to whom predecessor -- only five predecessor wells are identified. No specific allegations are set forth, and there are no assertions with respect to coastal use permits.

And with respect to the other arguments, the fact that I may not stand up and echo what everyone else says, Your Honor, I will adopt the arguments made on behalf of other Defendants where appropriate.

Thank you.

THE COURT:

Thank you, Mr. Arceneaux.

MS. MEEKS:

Kelsey Meeks for Hilcorp Energy Company. We would also adopt the arguments of the other Defendants. I don't want to be redundant. They covered everything that we would of said. We align most closely with Chevron in that we were mentioned as having wells and coastal use permits, but, again, there are no specific allegations against Hilcorp as far as which of the wells or which of the coastal use permits are alleged to be the basis of the claims in this lawsuit.

So we would also move that the -- ask

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that the Court grant the exception of vagueness, please?

THE COURT:

Thank you, Ms. Meeks.

MS. RANSOM:

Good morning, Your Honor, I'm Kelly Ransom on behalf of BEPCO and BOPCO. Like Shell and Exxon, BEPCO and BOPCO have not been identified as ever having held any coastal use permits. The only place we're identified is in the caption and as a named Defendant.

There are four wells identified in Exhibit B to the Petition, and those wells date back to being drilled in the 1950's. Three were dry holes. Only one produced, and it was plugged and abandoned in 1997, well before coastal use permits were required.

We also adopt the -- BEPCO and BOPCO also adopt the arguments of the other Defendants. I just want to point out to the Court that, like Shell and Exxon, we have no coastal use permits.

THE COURT:

Thank you.

MR. PALERMO:

Good morning, Your Honor, Rock Palermo.

THE COURT:

Good morning, Mr. Palermo.

MR. PALERMO:

Every lawyer that has come up here has

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been able to tell you when they were near our property -- our clients' property and what they were doing near our clients' property, on our clients' property. There's no special rules for oil and gas cases in the Code of Civil Procedure. It has the same rules as like the med-mal case that you had earlier, and so you can imagine the typical med-mal pleading where the plaintiff may undergo surgery, has a long list of medical care, a variety of health care providers, and basically says I was under the defendants' care, they provided health care to me, they deviated from the applicable standard of care, it caused me damage, and, for the most part, that pleading would be okay. It listed the time frame of -- or healthcare, it listed, you know, the surgeries that they had, et cetera.

So, you know, in this case, you know, the Plaintiffs are co-owners of three contiguous tracts in Jefferson and Plaquemines Parish and proximate to the Lafitte and Three Bayou Bay Oil and Gas Fields. There was 1,340 wells drilled, hundreds of canals dredged. It changed the hydrology. You've been provided Exhibit 2, and a few of the lawyers came up and used this exhibit, and they showed you where their wells were drilled. Well, it doesn't take even a fifth grade science pupil to

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see the maze of canals that are dredged that were used by these different oil companies to access these wells. That's just one example.

If you see a straight line on Exhibit 2, that's a human. God doesn't make straight lines. So all these straight lines, those were human interventions in this sensitive wetland, and that's all pled. You know, it's pled, and while it doesn't say Shell did this canal that caused this particular -- contributed to this damage, that's what it says. I mean, Exhibit 2 is a great illustration of a picture's worth a thousand words. And while we have probably more than a thousand words in our Petition, we have, you know, numerous pages. We have the coastal use permits, we have the maps and the tables in Exhibit 3 of our Petition, so we say where you were, when you were there, and what you were doing.

The specificity and scope of each Defendants' individual impact will be dependent on experts, just like it would be in a med-mal case as to whether it was a cut artery, or improper anesthesia, or a combination of all those things. An expert's going to talk about how the impacts -- the oil and gas well perhaps caused subsidence, the canal that was dredged to access it contributed to the

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slicing and dicing of the sensitive wetland that is all near our Plaintiffs' property that caused this land loss, and they'll show satellite photographs. These men and women who defend these cases know very well what the case is about and what they will have to defend.

Your Honor is not the first Judge that has had this exception of vagueness, so in Exhibit A we listed the judgments of other district courts that denied vagueness on very similar grounds, if not the same. We have an Exhibit B, the transcript from the *Shirley Britt versus Riceland Petroleum* case, the August 24th (sic) hearing in Jefferson Davis -- Jefferson Davis Parish. We have Exhibit C, the writ by the Third Circuit in *Robert Reeds versus BP American Production*.

So this is not the first rodeo in these cases. They're all similar. Coastal land loss -- it's a coastal land loss case that gives -- you know, these permits and these oil and gas well files that you have here, I suspect if we didn't have that evidence we may have heard today that the Plaintiffs can offer no proof or evidence that they were even there. So these documents are here, and you heard counsel saying that, you know, there's communications with the clients or the landowner about certain things that they -- you know, the canal is

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okay, or whatever it said. You know, that's summary judgment evidence, and a lot of the argument you heard today, you know, may be good summary judgment argument, but it's not a good argument for an exception of vagueness.

We're governed by Article 891 which only requires, as you know, that the Petition contain a short, clear, and concise statement of all cause of action arising out of and the material facts of the transaction or occurrence be the subject part of the litigation. Justice Tate, it's kind of hornbook law, said that the defendant is not entitled through the exception of vagueness to require exactitude and detail of pleading beyond those necessary to give notice of the nature of the Plaintiffs' claims. That's what discovery is for in the med-mal case, in the other multi-defendant case.

We've pled and these lawyers and the Defendants know exactly what this case is about and what they will need to defend, what experts will be required, and what our cause of action are because we pled those.

I'll go through some of the specifics in our first supplementing Petition. In pages 11, 12 and 13, we talk about the drilling, the dredging, the restoration obligation, and the -- the Coastal Management Act requires restoration.

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719(M) requires that land be revegetated, detoxified, and otherwise restored to their original condition. So those allegations, those cause of action are pled.

The Code of Civil Procedure does not, as I said, does not have a special rule for these coastal land loss cases or for oil and gas cases that say you got to show this defendant did exactly this activity, whether it was dredging or whether it was drilling an oil and gas well, that caused subsidence that then caused this particular land to lose, you know, its integrity, and then cause my land to suffer due to potential for land loss, subsidence, and those things.

So that's not a requirement, and they do this in every case. I mean, this is nothing new, and you may have had this before in a legacy case, and the cases proceed, and they go to trial, and there's summary judgments perhaps where a plaintiff is unable to prove, and that's what the summary judgment's for. But it's not appropriate at this stage, especially given what we pled, to sustain an exception of vagueness.

I'll be happy to answer Your Honor's question on any particular area, but it's important that, you know, we have the Jefferson Parish Petition, and there's no -- there's no rule prohibiting us from

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adopting it and putting it in our Petition. They may not like it, but it's certainly appropriate, and we did it.

No one has come to us and said that they have complied with their ongoing obligations, and -- 'cause that's a -- that's a requirement. Now, they say that we just have the permits, but there's an ongoing obligation with those permits. They may tell you they didn't have a permit. Well, you know, that may be an issue or it may be before permits were required, but there's still a reasonableness that is required.

And there may be other documents -- their own documents that say, look, we know when we put in this canal it's going to cause wetland loss, but, you know, we're here to look for oil and gas, that's what we have to do. So those kind of documents are in -- we can obtain during discovery.

The Petition on the four corners is appropriate, and, again, I'll be happy to answer Your Honor's questions.

THE COURT:

Thank you, Mr. Palermo.

Any response from any Defense counsel?

MS. WHITE:

I'll be very brief, Your Honor.

THE COURT:

Okay.

MS. WHITE:

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I believe Mr. Palermo stated my argument for me when he said there's no special rules applicable to oil and gas cases. Just like it's not appropriate to plead in any case, it's not appropriate in an oil and gas case to simply plead *you did* oil and gas work somewhere within a 200 square mile radius over the past several decades or more. And that simply doesn't meet Article 891 of the Code of Civil Procedure, and you heard very clearly that there will be an attempt to shift the burden to the Defendants to disprove it. You heard Mr. Palermo say *no one's come to us and said that they complied with all of their permits*. That is not the way that the system is supposed to work.

We are entitled to know what are the permits we're accused of violating, what are the conditions of that permit, and simply holding up a map and showing that oil and gas work was done on one of two fields over the past half century does not state an allegation, state a claim even, for negligence, nuisance, breach of contract, strict liability, public and private nuisance against 11 Defendants under these circumstances or any other. Just like it wouldn't be appropriate to sue Your Honor and claim that you violate red lights, and the evidence of that is you drive cars, it is not appropriate in this

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case to sue 11 Defendants claiming simply that the evidence supporting -- showing the factual basis of this claim is that they did work in this area.

And we would ask, again, Your Honor, to grant the exception of vagueness.

Thank you, Your Honor.

MR. PALERMO:

Your Honor, before I forget, while somebody else is coming up, we offer, file and introduce the exhibits attached to our opposition to their exception.

THE COURT:

Any objections?

(Defense Counsel Respond Negatively)

Thank you. Thank you. They're admitted for the purpose of the hearing.

MR. JARRETT:

Your Honor, Keith Jarrett for Shell.

THE COURT:

Yes.

MR. JARRETT:

A quick point, Mr. Palermo pointed out that other courts have considered vagueness exceptions, and they cite some that go their way, and we cite some that go our way, and the point is it depends, and it -- whether the Petition suffices depends. It depends on what's being alleged.

You cannot in this case -- the allegations for someone who's been gone from -- not even on the property, from off

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the property, like Shell, 60 years, I don't have anybody in the company who was around when those wells were drilled. I'm entitled to know -- my client's entitled to know what they did wrong, allegedly, so we can try to figure out how to defend it, and it's not sufficient. We're not a one size fits all package. In this situation, more is required.

THE COURT:

Mr. McNeal?

MR. McNEAL:

Yes, Your Honor, very briefly.

Your Honor, an analogy was made to you about a med-mal case, but the med-mal case that you would have before you is that the Plaintiff here has sued all the doctors at Ochsner, and, in my clients' case, the doctors at West Jeff because, you see, nothing has been addressed to Your Honor about how activities that occurred 50 years ago, that were done with wells, that have nothing to do with the permits that are at issue in this case, are somehow related to the damage.

And, Your Honor, I also dispute the fact that the lawyers in this case, and what they may know, which, frankly, I will tell you, I don't know what they're alleging, I don't, that somehow that knowledge of some lawyer can somehow transcend the obligation to plead your case

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properly when you file your petition, and, ultimately, Your Honor, it's the Petition, itself, that determines whether the vagueness exception is valid or not. And the idea that you can somehow discovery yourself into an allegation, we would submit to the Court is just contrary to the Code of Civil Procedure.

Thank you.

THE COURT:

Anyone else?

MR. PALERMO:

Your Honor, briefly, just to address Mr. McNeal and Mr. Jarrett's issue, if I may?

THE COURT:

You may, although it's their exception. They'll get to talk last.

MR. PALERMO:

As far as alleging things that were before the permit, as Mr. Jarrett suggested, in our Petition we list failure to follow the standard of care under the regulatory structure; two, failure to follow the expressed or implied obligations under the coastal use permit -- coastal use permits. He says that doesn't apply to him because he was before the permit. Three, failure to use reasonably prudent operational techniques. That applies to everybody. Four, failure to prevent --

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THE COURT:

But they're saying is by doing what?

MR. PALERMO:

Back to the doctor, you know, it may be an expert that decides he failed to clamp an artery in that -- under an appropriate standard of care. At the petition stage, that's not required. We say what their operations were. They drilled, they dredged, they operated, and that causes coastal land loss either by subsidence, other theories.

So we know what -- we suggest what they caused, and we list what acts of negligence or violations that contributed to it. That's all we have to do at this stage. There's not a -- there's not a special rule to say you got to say that they failed to clamp the artery at the proper place at the appropriate time. It's not required. So it's easy to say that and suggest that we should know that, but it's not required under the Code of Civil Procedure.

I'll stop.

THE COURT:

Mr. McNeal, Mr. Jarrett, any response?

MR. JARRETT:

Nothing from Shell, Your Honor.

MR. McNEAL:

No, Your Honor.

THE COURT:

All right, thank you.

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Certainly, this is a complicated matter with a number of allegations made against a number of Defendants. The Court does believe that Article 891 does require more specificity with regard to the particular Defendants, and the Court does grant the Motion.

The Court would allow Plaintiffs time to amend because of the number of Defendants involved and the complications. How much time you think you would need?

MR. PALERMO:

Your Honor, 60 days.

THE COURT:

I'll give you 90 days.

MR. PALERMO:

And during that 90 days, are we able to conduct discovery on that -- those issues?

THE COURT:

That's not the purpose of the Court granting you the 90 days.

MR. PALERMO:

Understood. We're just not -- we're not prohibited in conducting discovery, I would suspect?

THE COURT:

Let me hear from Defense counsel. I'm hearing -- they're all shaking their heads, yeah, you're prohibited.

MR. JARRETT:

Your Honor, Keith Jarrett with Shell. I think the point was made through other

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counsel that the Court, the Supreme Court and others, have specifically said you don't use discovery to cure deficiencies in the Petition.

THE COURT:

You're correct on that point.

You need to do whatever investigation you can do on your own to amend your Petition and correct the situation which the Court believes exists.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

All right. And who's going to prepare the judgment on behalf of the 11 Defendants?

MR. McNEAL:

I will, Your Honor.

THE COURT:

All right, thank you.

MR. PHILLIPS:

Your Honor, Mike Phillips for Chevron. There were other exceptions set today, but, given your ruling, those shall be deferred?

THE COURT:

Yeah, I think that would be appropriate. We don't know what that amended and supplemental petition would look like. It may or may not cure some of the issues which counsel have with the pleadings.

MR. PHILLIPS:

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Thank you, Your Honor.

THE COURT:

Is everybody onboard with that?

(Counsel respond affirmatively)

Okay, real good.

MR. McNEAL:

Your Honor, just one other issue. Could I offer into evidence the exhibits that were attached to our Memorandum in Support of the --

MR. PALERMO:

No objection.

THE COURT:

Certainly, certainly, for the purpose of this hearing, and let's talk about what they are. The clerk needs to know for the record which particular exhibits you're offering.

MR. McNEAL:

Your Honor, the first is the -- is Exhibit 1, Petition for Damages to the Jefferson Parish Coastal Zone, which was filed in Docket No. 732-769.

THE COURT:

All right. We already had marked Exxon Exhibit 1, which was a map.

MR. McNEAL:

All right. We could mark that as Exhibit 2.

THE COURT:

Okay.

MR. McNEAL:

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These are just -- these are as attached to the Memorandum.

THE COURT:

Okay, great.

MR. McNEAL:

Would it be better if we -- if --

THE COURT:

We'll mark the map with a different number when we get to it.

MR. McNEAL:

Okay. Your Honor, there's a reply memorandum of plaintiffs in the Parish of Jefferson versus Chevron USA Holdings in Civil Action No. 2:136738 from the United States Court for the Eastern District of Louisiana.

Exhibit 3 is the affidavit of James Diehl, D-I-E-H-L, and attached exhibits. And, Your Honor, that will include the exhibit which I used during argument.

THE COURT:

The map?

MR. McNEAL:

Yes, Your Honor.

THE COURT:

All right, the map will be a part of Exxon Exhibit 3.

MR. McNEAL:

And it also includes the various well records relating to the age of the wells that were alleged in the Petition.

The next exhibit, 4, are reasons for

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judgment in Alford, A-L-F-O-R-D, versus Chevron in Case No. 60-483, from the 25th Judicial District Court.

And then, Your Honor, there's a transcript from Conner versus Adams Resources from February 26th, 2014, from the 31st Judicial District Court.

That's it, Your Honor.

THE COURT:

All right, thank you, Mr. McNeal.

MR. McNEAL:

Thank you.

MR. PALERMO:

Thank you, Your Honor.

THE COURT:

Thank you, Counsel.

* * *

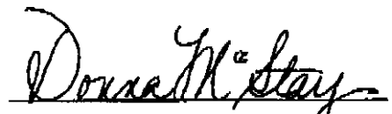
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REPORTER'S PAGE

I, DONNA McSTAY, Certified Court Reporter in and for the State of Louisiana, the officer, as defined in Rule 28 of the Federal Rules of Civil Procedure and/or Article 1434(B) of the Louisiana Code of Civil Procedure, before whom this proceeding was taken, do hereby state on the Record:

That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of proceeding, and that the dashes (--) do not indicate that words or phrases have been left out of this transcript;

That any words and/or names which could to be verified through reference material have been denoted with the phrase "(spelled phonetically)."



DONNA McSTAY, CCR, CDR, OCR

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REPORTER'S CERTIFICATE

I, DONNA McSTAY, CCR, CDR, OCR, Certified Court Reporter, Certified Digital Reporter, Official Court Reporter, in and for the State of Louisiana, employed as an official court reporter for the Twenty-Fourth Judicial District Court, Parish of Jefferson, State of Louisiana, as the officer before whom the above proceedings were taken, do hereby certify that the above and foregoing was reported by me in the digital reporting method, was prepared and transcribed by me or under my direction and supervision, and is a true and correct transcript to the best of my ability and understanding, that the transcript has been prepared in compliance with the transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana, and that I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

Signed this 16th day of February, 2017.

Donna McStay

DONNA McSTAY, CCR, CDR, OCR

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FILED FOR RECORD 01/17/2017 16:05:11
Carol Lee K. Hozard, DY CLERK
JEFFERSON PARISH, LA

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 **DIVISION: M**

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ **_____**
DEPUTY CLERK

ORDER

The Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by defendants, Chevron U.S.A. Holdings Inc., Stone Energy Corporation, Hilcorp Energy Company, Chevron U.S.A. Inc., The Louisiana Land and Exploration Company L.L.C., Atlantic Richfield Company, ExxonMobil Corporation, Shell Oil Company, BP America Production Company, BEPCO L.P. and BOPCO, L.P. came before the Court for hearing on December 7, 2016:

Appearing for

Plaintiffs, J. Rock Palermo III and Emma Elizabeth Antin Daschbach;

Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc., Alexandra White and Michael Phillips;

Stone Energy Corporation, Elizabeth Wheeler;

Hilcorp Energy Company, Kelsey Meeks;

The Louisiana Land & Exploration Company, Leigh Ann Schell

Atlantic Richfield Company and BP America Production Company, George Arceneaux

Shell Oil Company, R. Keith Jarrett

ExxonMobil Corporation, Robert McNeal and Martin Stern

BEPCO L.P. and BOPCO L.P., Kelly Ransom

Upon consideration of the exceptions, memoranda in support and opposition, evidence presented and arguments of counsel, the Court, for reasons orally assigned, ruled as follows:

IT IS HERBBY ORDERED, ADJUDGED AND DECREED that the Dilatory Exceptions of Vagueness, Ambiguity of the Petition and Non-Conformity of the Petition with La. C. Civ. P. art. 891 filed by all defendants are GRANTED, and Plaintiffs are ordered to amend their petition within ninety (90) days of the date of this Order to more particularly plead the material facts

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which are the basis for their claims against each individual defendant, including as required by Louisiana Code of Civil Procedure article 860. Failure to amend accordingly may result in dismissal of this action, without prejudice.

No other exceptions were considered at the December 7, 2016 hearing.

Signed in Chambers, in Gretna, Louisiana, this 19th day of January, 2017.

S/ HENRY G SULLIVAN, JR.

Honorable Henry G. Sullivan, Jr.
Judge, 24th Judicial District Court

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24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA

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24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 744218 DIVISION "M"

SANDRA COUVILLON BORNE, ET AL.

VERSUS

CHEVRON U.S.A. HOLDINGS INC., ET AL.

FILED:_____ _____
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SECOND SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Sandra Couvillon Borne, Judith Rojas Kagay, Wayne J. Nolan, Jeffrey C. Nolan, Keith M. Nolan, Kevin M. Nolan, Mary Jo Nolan Couvillon, Douglas G. Nolan, IV, Darren John Nolan, Dina Kathlyn Nolan Wheeler, and David Rojas Nolan, in the above entitled action, who file this Second Supplemental and Amending Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Sandra Couvillon Borne, is a person of the full age of majority and is a citizen and resident of Covington, in St. Tammany Parish, Louisiana.

2.

Plaintiff, Judith Rojas Kagay, is a person of the full age of majority and is a citizen and resident of Dallas, in Dallas County, Texas.

3.

Plaintiff, Wayne J. Nolan, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

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4.

Plaintiff, Jeffrey C. Nolan, is a person of the full age of majority and is a citizen and resident of Nashville, in Davidson County, Tennessee.

5.

Plaintiff, Keith M. Nolan, is a person of the full age of majority and is a citizen and resident of New Orleans, in Orleans Parish, Louisiana.

6.

Plaintiff, Kevin M. Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

7.

Plaintiff, Mary Jo Nolan Couvillon, is a person of the full age of majority and is a citizen and resident of El Reno, in Canadian County, Oklahoma.

8.

Plaintiff, Douglas G. Nolan, IV, is a person of the full age of majority and is a citizen and resident of Suwanee, in Gwinnett County, Georgia.

9.

Plaintiff, Darren John Nolan, is a person of the full age of majority and is a citizen and resident of Kenner, in Jefferson Parish, Louisiana.

10.

Plaintiff, Dina Kathlyn Nolan Wheeler, is a person of the full age of majority and is a citizen and resident of Trussville, in Jefferson County, Alabama.

11.

Plaintiff, David Rojas Nolan, is a person of the full age of majority and is a citizen and resident of Slidell, in St. Tammany Parish, Louisiana.

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12.

Plaintiffs own an undivided 63.66% interest in all of the following property located in Jefferson Parish within the Lafitte Oil and Gas Field and containing approximately 2,345 acres:

A CERTAIN TRACT OF LAND situated in the Barataria District in the Parish of Jefferson, which tract of land is described as follows:

- Those portions of Sec. 11, lying south of Sec.37;
- Lots 1, 2, and 3 of Sec. 12;
- Lots 2, 3, 4 and 5 and the West half of Sec. 13;
- All of Sec. 14, south of Sec. 37;
- All of Sec. 23;
- All of Sec 24, except lots 1, 2 and 3;

That portion of Sec. 37 lying between the extension of due North to Bayou Dupont of the Section line dividing Section 10 and 11 and the extension due East to Bayou Dupont of the Section line dividing Sections 24 and 25 being that portion of Sec. 37, lying within and traversing Bayou Dupont through Section 11, 14, 12, 13 and 24;

The Western boundary line of said property is as shown by the line "A-B" on a map made by C.A. Robert, Civil Engineer, and dated March 4, 1929, for the purpose of establishing the aforesaid boundary, which said act is recorded in C.O.B. 101, Folio 671, on June 18, 1929, Jefferson Parish, Louisiana.

All in Township 17 S, R 24 East.

The foregoing real estate is situated in the Southeastern land district of Louisiana, West of the Mississippi River.

Or the same property may be more accurately and particularly described by boundaries as follows, to-wit:

"The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929, and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map were mad part thereof for identification therewith and still more particularly described as follows, to-wit:

> "To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and the N.W. corner of Section 37, in T 17 S, R. 25 E. Southeastern Land District of Louisiana, West of the Mississippi River on the range line dividing T 17 S., R. 14 East and T.17 S. R.25 East and which said iron pipe is located 417.8" due north from the extension east to the said Range line of the north Boundary line of the said Sections 27, 26 and 25 of T. 17 S. R. 24 East which said line was established by Frank T. Payne, C.E., in accordance with a judgment rendered by the 28th Judicial District Court for the Parish of Jefferson on June 8, 1911 in the matter of the Barataria Land Company against Louisiana Meadows Company as shown on a plan by the said Frank T. Payne, dated Gretna, Louisiana, February 27, 1922, and that the said Robert, Surveyor,

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should go due West 2 miles from this iron pipe and should then run a line due South 417.8" to the intersection of the Northern Boundary of Sections 27,26 and 25 as established by the said Frank T. Payne and then extend the line due north from this point to Bayou Dupont, it being understood that only the property east of said line was to be transferred by the Madison Realty Company, one to the said Delaware-Louisiana Fur Trapping Company under the sales passed before R. Emmett Kerrigan, N.P., as aforesaid."

Also described as:

The boundaries of said property are described and fixed as follows, and in the following manner, are as shown on map made by C.A. Robert, Civil Engineer, dated March 4, 1929 and annexed to an agreement executed between Madison Realty Company and Delaware-Louisiana Fur Trapping Company, Inc., by Act before R. Emmett Kerrigan, Notary Public for the Parish of Orleans, dated the 7th day of June, 1929, a copy of which said agreement and said map was made part thereof for identification therewith; and still more particularly described as follows, to-wit:

"To establish the beginning point of the boundary of the leased premises, start from the location of an iron pipe, where the section line of Sections 27 and under the N.W. corner of Section 37, intersect the township line between townships 17 South, range 25 East and township line 417.8 feet; thence projecting a line due West to the, West Bank of Bayou Dupont at the point, designated "D", which marks the Southeast, corner of said leased property; then due West approximately two miles to the point marked 'A', forming the Southeast corner of lot 9, on a line established by F. T. Payne, Civil Engineer, in conformity with an order dated June 8, 1911, of the 28th Judicial District Court for the Parish of Jefferson, in the matter entitled Barataria Land Company vs. Louisiana Meadows Company, as per plan dated Gretna, Louisiana, February 27, 1922; thence due North from said point 'A' to where said line intersects Bayou Dupont, at the point marked 'B'; thence traverses, in an easterly and southerly direction, Bayou Dupont, to the point of Beginning."

The area of said tract of land being 255 acres each heretofore conveyed by Rojas-Adam Corporation to Manuel Rojas, Mervin Rojas, and Ernest Rojas, in and to the above-described property in the ninth day of April, 1946, registered in C.O.B. 223, Folio 554; C.O.B. 223, Folio 655; C.O.B. 223, Folio 676.

Being a portion of the same property acquired by the Decedent in Judgment of August 14, 1953, Succession of Leon Rojas Number 322-666, Division "B", Civil District Court, registered in COB 357, Folio 328, and Parish of Jefferson; also by Judgment Nunc Pro Tunc amending aforesaid dated May 27, 1954, recorded in C.O.B. 357, Folio 683, and Parish of Jefferson. Also being a portion of the same property acquired by the Decedent by Act before Severn T. Darden N.P., Orleans Parish, dated May 17, 1954, registered in C.O.B. 357 folio 683, of the Jefferson Parish Conveyance Records, and in the Succession of Josephine S. Rojas, Number 16-718, 25th JDC, Parish of St. Bernard, registered in C.O.B. 709, Folio 914, Parish of Jefferson.

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13.

The Plaintiffs appear in this matter as:

1. Lessors, assigns, successors-in-interest, and/or third party beneficiaries to certain oil, gas and mineral leases between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendants (and Defendants' predecessors-in-interest); and
2. Landowners, assignees, and successors-in-interest of real property damaged by the oil and gas activities conducted or controlled by the Defendants (and Defendants' predecessors-in-interest) pursuant to mineral leases and amendments.

14.

The following parties are made Defendants:

a. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having its principal place of business in Texas. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco Exploration and Production Inc., Texaco Inc.,** and **The Texas Company**; and

b. **ATLANTIC RICHFIELD COMPANY** is a foreign corporation having its principal place of business in Illinois. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company – Division of Atlantic Richfield, Argo Oil Corporation, Sinclair Oil Corporation,** and **Sinclair Oil & Gas Company**.

15.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained, in Jefferson Parish.

16.

Defendants conducted, directed and participated in various oil and gas exploration and production activities as operators and/or working interest owners and/or joint venturers on and near Plaintiffs' property in the Lafitte Oil and Gas Field. Defendants' activities included the dredging and/or alteration of canals and oversight, operation, or construction of various oil and gas facilities, including but not limited to pits, pumps, platforms, pipelines, flowlines, tanks, tank batteries, wells, wellheads, and measuring and disposal facilities. Defendants' dredging and alteration of canals and disposal of produced water into canals and leaking pits have drastically altered the hydrology of the area on and surrounding Plaintiffs' property thereby causing saltwater

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intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' property.

17.

A study performed by CH2M Hill in October 2006 for the Louisiana Department of Natural Resources, showed that between 1932 and 1990, more than 40% of the land converted to open water in the hydrologic sub-basin in which Plaintiffs' property is situated, and oil and gas exploration and production operations were determined to be the cause of more than 95% of that loss. Plaintiffs' property has suffered land loss as a direct result of the acts and omissions of Chevron and Atlantic Richfield.

18.

Chevron operated on and adjacent to Plaintiffs' property beginning in the 1930s and continued through the 1990s. Chevron's operations included dredging and altering canals and operating 46 wells on and adjacent to Plaintiffs' property. Chevron's predecessors Texaco Inc. and Texaco Exploration and Production Inc. ("TEPI") each operated the following 31 wells, by serial number:

22629	50487	113131	139220	190658
24015	54269	113751	141061	209714
24288	63454	115167	142264	216402
31801	69396	132568	150027	
39524	79467	136171	153152	
45381	82444	136477	154133	
48919	100285	137970	173734	

19.

TEPI also operated the following seven wells, by serial number:

217600	217683	217810	218945
217666	217744	218456	

20.

On September 2, 1991, Texaco Inc. entered into multiple leases ("1991 Texaco Leases") with Plaintiffs covering 975 acres of Plaintiffs' property. The 1991 Texaco Leases are recorded under entries 9149358, 9149368, and 9149369 of the Conveyance Records of Jefferson Parish. Texaco Inc. had previously entered into a lease with Plaintiffs that covered this same acreage and

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had operated wells and conducted oil and gas operations on this acreage from 1947 through 1986. Prior to 1986, Texaco operated the following eight wells, by serial number, on the same lease acreage set forth in the 1991 Texaco Leases:

47549	129668	37407	82807
120171	27441	38905	55565

In 1994, Texaco Inc. assigned the 1991 Texaco Leases to TEPI.

21.

Atlantic Richfield operated on Plaintiffs' property beginning in 1960 pursuant to three leases ("Atlantic Richfield Leases") that were later assigned to Sinclair Oil and Gas Company in 1967:

1. May 28, 1960 from Josephine Rojas to W. W. Bolding, recorded under Entry No. 181264 of the Conveyance Records of Jefferson Parish.

2. January 22, 1962 from Josephine Rojas to W. W. Bolding, recorded under Entry No. 223624 of the Conveyance Records of Jefferson Parish.

3. March 20, 1962 from John A. Rojas to W. W. Bolding, recorded in Mineral Book 22, Folio 433, of the Conveyance Records of Jefferson Parish.

Atlantic Richfield's operations under the Atlantic Richfield Leases included dredging and altering canals and operating four oil wells beginning in 1960 until July 1988. Atlantic Richfield operated wells, by serial number:

81404	88020	89789	92180

22.

To operate its wells and production facilities, Chevron dredged and used a network of canals on and near Plaintiffs' property, which canals Chevron used to access, construct, and maintain pipelines and related production and exploration facilities.

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23.

Atlantic Richfield, in turn, dredged and used a series of canals on Plaintiffs' property, which canals Atlantic Richfield used to access, construct, and maintain pipelines and related production and exploration facilities.

24.

These canals intersect pre-existing natural channels and water bodies, chopping the once thriving and cohesive coastal ecosystem of Plaintiffs' property and neighboring properties into countless smaller, decaying patches.

25.

These canals altered hydrology associated with oil and gas activities and, as such, have been ranked among the primary causes of coastal land loss by the United States Geological Survey. Numerous studies conducted and funded by trade organizations of which both Chevron and Atlantic Richfield are members have concluded that unmaintained canals will result precisely in the loss of land.

26.

These canals and other oil and gas exploration and production activities by both Chevron and Atlantic Richfield cause this land loss when they introduced seawater and other contaminants not native to the coastal land ecosystem into the soil strata of the coastal lands.

27.

In particular, these canals, the introduction of contamination toxic to freshwater marsh, and the associated altered hydrology have been identified as directly contributing to land loss by causing:

- Vegetation die-off;
- Sedimentation inhibition;
- Erosion; and
- Submergence.

28.

Chevron and Atlantic Richfield have both failed to comply with the regulatory and statutory requirements regarding the canals they dredged or own and maintain, which failures continue to transform what was once a stable ecosystem on and near Plaintiffs' property into an

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extensive—and expanding—network of large and deep canals that continues to widen and contribute to land loss on Plaintiffs' property.

29.

These non-compliant canals have enabled unnatural and excessive amounts of saltwater intrusion and comprise a highly effective system of coastal landscape degradation, the product of which is an ecosystem so seriously diseased that its complete demise is inevitable if no action is taken.

30.

Both Chevron and Atlantic Richfield also exacerbated direct land loss by failing to maintain the canals and the banks of the canals that they each dredged, have used, or otherwise have overseen. Those acts and omissions, which continue through today, have caused both the erosion of the canal banks and the expansion beyond their originally permitted widths and depths of the canals comprising that network, resulting in the steady infiltration of saltwater into these areas. The consequent ecological degradation of these areas has produced weakened coastal lands and extensive land loss on and near Plaintiffs' property.

31.

Additional oil and gas activities by Chevron and Atlantic Richfield contributing to land loss on and near Plaintiffs' property, include decades of discharge of highly toxic produced water and oil field waste into the canals, freshwater marshes, and bayous on and around Plaintiffs' property, thereby damaging the marsh. In 1986, more than 13 million barrels of produced water was discharged into surface waters at the Lafitte Oil and Gas Field, and Chevron was by far the predominant operator.

32.

These additional oil and gas activities drastically alter the natural hydrological patterns and processes, directly causing the destruction of the coastal landscape.

33.

Further, Chevron's and Atlantic Richfield's oil and gas exploration and production activities have resulted in the contamination of environmental media with oilfield wastes,

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including salts, petroleum hydrocarbons, heavy metals, and radioactive material, which further destroys marsh and prevents regrowth.

34.

Chevron and Atlantic Richfield have dredged, used, and bear responsibility for the canals described herein and have engaged in uses of the coastal zone in a manner that does not comply with the standard of care as delineated by their coastal use permits, Louisiana's coastal zone regulations, other sources of Louisiana legal obligations, and other markers of that standard, resulting in damages to Plaintiffs.

35.

Plaintiffs did not have actual or constructive knowledge of the damages caused by Defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

36.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

37.

Both Chevron and Atlantic Richfield knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Chevron and Atlantic Richfield had a duty to protect the Plaintiffs and Plaintiffs' property from these effects. Defendants knew or should have known that altering the hydrology of the area would cause damage to Plaintiffs' property. Defendants had a duty to act with reasonable care to prevent causing damage to Plaintiffs' property. There is an ease of association between Defendants' oil and gas operations conducted on or adjacent to Plaintiffs' property and the physical damage to Plaintiffs' property. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

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38.

The acts and omissions of Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around Plaintiffs' property, in violation of the standard of care of reasonably prudent operations.

39.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, Chevron and Atlantic Richfield are bound to redress the damages to Plaintiffs' property as caused by their respective acts and/or omissions. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

40.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 2: STRICT LIABILITY

41.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

42.

Chevron and Atlantic Richfield are strictly liable for their operations that occurred prior to April 16, 1996. Chevron and Atlantic Richfield have had ownership, care, custody, and garde of the canals, and other oil and gas facilities on and around Plaintiffs' property and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

43.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior lands belonging to Plaintiffs with increasing volume and velocity, and have caused, and will

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continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in and around Plaintiffs' property.

44.

Chevron and Atlantic Richfield had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Chevron and Atlantic Richfield had, and have, a legal relationship to the property, comprising rights and duties.

45.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' property.

46.

Louisiana Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he cannot make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Chevron and Atlantic Richfield are liable to Plaintiffs because their acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' property, and such work has caused damage to Plaintiffs' property.

47.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Chevron and Atlantic Richfield are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived Plaintiffs of enjoyment of their land and caused damages described herein: land loss,

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increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' property.

48.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Chevron and Atlantic Richfield are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' property as caused by their network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, shoreline protection, and bank stabilization.

49.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 3: NUISANCE

50.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

51.

The acts and/or omissions Chevron and Atlantic Richfield as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in and around Plaintiffs' property, all in violation of the standard of care expected of reasonably prudent oil and gas operators in Louisiana's marsh environments.

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52.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

53.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care or to repair Plaintiffs' property.

54.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' property. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

55.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

COUNT 4: BREACH OF LEASE

56.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

57.

The acts and omissions set forth above constitute a breach of the 1991 Texaco Leases and the Atlantic Richfield Leases by Chevron and Atlantic Richfield respectively.

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58.

The acts and omissions of Chevron and Atlantic Richfield constitute a breach of the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators.

59.

Chevron and Atlantic Richfield have breached the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators, specifically the standards of Civil Code articles 2683, 2686, 2687, 2688, and 2692 and Mineral Code article 134:

1. Louisiana Civil Code article 2683 requires the lessee . . . "[t]o use the thing as a prudent administrator and in accordance with the purpose for which it was leased . . . ."

2. Louisiana Civil Code article 2686 provides "[i]f the lessee uses the thing for a purpose other than that for which it was leased or in a manner that may cause damage to the thing, the lessor may obtain injunctive relief, dissolution of the lease, and any damages he may have sustained."

3. Louisiana Civil Code article 2687 states that "[t]he lessee is liable for damage to the thing caused by his fault or that of a person who, with his consent, is on the premises or uses the thing."

4. Louisiana Civil Code article 2688 provides that "The lessee is bound to notify the lessor without delay when the thing has been damaged or requires repair, or when his possession has been disturbed by a third person. The lessor is entitled to damages sustained as a result of the lessee's failure to perform this obligation."

5. Louisiana Civil Code article 2692 provides "[t]he lessee is bound to repair damage to the thing caused by his fault . . . and to repair any deterioration resulting from his . . . use to the extent it exceeds the normal or agreed use of the thing."

6. Louisiana Mineral Code, Revised Statute 31:134, provides that "[if] a mineral lease is violated, any aggrieved party is entitled to any appropriate relief provided by law."

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60.

Defendants' acts and omissions constitute a failure to act as prudent administrators of the property. Chevron and Atlantic Richfield have failed to repair the damage to Plaintiffs' property caused by their fault. Defendants' use of the Plaintiffs' property to dispose of oilfield waste is a use of the property for a purpose other than that for which it was leased. Chevron and Atlantic Richfield used Plaintiffs' property in a manner that caused a large percentage of Plaintiffs' property to disappear. Through their acts and omissions, Chevron and Atlantic Richfield have caused damage to the property in excess of the normal and agreed use of the property, and are therefore liable to Plaintiffs for the repair of the damage and deterioration of the property. Defendants' acts and omissions damaged the property in violation of the express and implied lease obligations, subjecting Defendants to provide appropriate relief provided by law. Chevron and Atlantic Richfield failed to notify Plaintiffs that Defendants damaged Plaintiffs' property. Plaintiffs have not released Defendants from either the express or implied obligations under the lease.

61.

The acts and omissions constitute negligent and excessive use the Plaintiffs' property during canal dredging and alteration, along with extraction and production operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, Louisiana Revised Statute 31:122.

62.

Defendants' acts and omissions amount to exercise of their rights to Plaintiffs' property excessively and unreasonably and without reasonable regard to the rights of the Plaintiffs in violation of the doctrine of correlative rights of Louisiana Revised Statute 31:11. Defendants are thus strictly liable for all damages flowing therefrom.

63.

To the extent Chevron or Atlantic Richfield are assignees or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities of the prior lessees under each mineral lease.

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64.

To the extent Chevron or Atlantic Richfield are assignors, sublessors, assignees, and/or sublessees of their respective leases, they are liable to the Plaintiffs for all obligations and liabilities under the mineral lease pursuant to Louisiana Revised Statute 31:128 and 31:129.

65.

Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization.

66.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the cost to restore Plaintiffs' property and the current and future economic value of activities that depended on land that has been lost, to the extent such land loss was occasioned by the acts and/or omissions of Chevron and Atlantic Richfield.

67.

Chevron and Atlantic Richfield are jointly and solidarily liable for the damage to Plaintiffs' property.

68.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

69.

Plaintiffs request a trial by jury on all matters triable by a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Chevron and Atlantic Richfield finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances including the cost to restore Plaintiffs' property to its original condition;

b) Judicial interest from the date of the judicial demand;

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c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, hydrologic restoration, and bank stabilization;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
John T. Arnold (#31601)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Bailey, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Lance C. McCardle (#29971)
Benjamin D. Reichard (#31933)
E. Blair Schilling (#35308)
Fishman, Haygood, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

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J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Phifer (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I have served the above and foregoing Second Supplemental and Amending Petition for Damages on all parties, through their counsel of record, by e-mail, fax, hand delivery, and/or by placing a copy of the same in the United States Mail, postage prepaid and properly addressed, on this the 19th day of April, 2017.

Kevin B. Huddell

08/16/2019 FRI 2:23 FAX 0158/284

732768

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DOCKET NO. 732768

DIVISION "N"

Filed by: Fax
Date: 11-11-13
Time: 2:25 PM
Deputy Clerk: M. Verrette-Lirette
(SEE ATTACHED LOG)

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

FILED: _____ DEPUTY CLERK

IMAGED NOV 12 2013

PETITION FOR DAMAGES
TO THE
JEFFERSON PARISH COASTAL ZONE

NOW INTO COURT come plaintiffs, through undersigned counsel, to allege the following:

PARTIES PLAINTIFF AND DEFENDANT

1.

The Plaintiffs are: (1) the PARISH OF JEFFERSON, and (2) the State of Louisiana *ex rel.* PARISH OF JEFFERSON. The Parish of Jefferson is a local government of this State that has been authorized as of January 4, 1985 to operate an approved Local Coastal Zone Management Program pursuant to La. R.S. 214.28. As shown more fully below, the Parish of Jefferson is authorized by state statute to bring appropriate actions on its own behalf and in the name of the State of Louisiana for enforcement of the State and Local Coastal Resources Management Act of 1978, as amended (La. R.S. 214.21, *et seq.*, hereinafter, the "CZM Act of 1978"), and the applicable regulations, rules, orders and ordinances promulgated or adopted thereunder by the State or Jefferson Parish, as amended (hereinafter, collectively and together with the CZM Act of 1978, the "CZM Laws").

Bryan Parot

EXHIBIT A-1

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FILED
AUG 16 2019
Jandi L. Gondella
DEPUTY CLERK

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2.

Made defendants herein are the following entities (hereinafter, collectively, "Defendants"):

ATLANTIC RICHFIELD COMPANY is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Atlantic Richfield Company is named in its own capacity and as successor in interest to **ARCO Oil and Gas Company-Division of Atlantic Richfield Company**.

CHEVRON U.S.A. INC. is a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron U.S.A. Inc. is named as successor in interest to **The California Company** and **Chevron Oil Company**;

EXPERT OIL & GAS, L.L.C. is a domestic company, organized under the laws of Louisiana, whose member, William Henry Von Ebenstein, Jr., is a citizen of Louisiana. Expert Oil & Gas, L.L.C.'s registered agent, Thomas Milazzo, is located at 101 Ashland Way, Madisonville, LA 70447;

LANOCO, INC. is a foreign corporation whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., STE. 400B, Baton Rouge, LA 70808;

LASTRADA OIL & GAS LIMITED is a domestic corporation, incorporated under the laws of Louisiana, and domiciled in New Orleans, Louisiana. Lastrada Oil & Gas Limited's registered agent, Edwin L. Geissler, is located at 7162 Grey Oaks Drive, New Orleans, LA 70126;

CHEVRON U.S.A. HOLDINGS INC. is a foreign corporation whose registered agent, Angie Wang c/o Chevron Texaco, is located at P.O. Box 6028, San Ramon, CA 94583. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Texaco E & P Inc.** and **Texaco Inc.**;

GOODRICH OIL COMPANY, a domestic corporation incorporated under the laws of Louisiana and domiciled in Shreveport, Louisiana, whose registered agent, C T Corporation System, is located 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;

EXXON MOBIL CORPORATION is a foreign corporation whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Exxon Mobil Corporation is named as successor in interest to **Humble Oil and Refining Co.**; and

BRAMMER ENGINEERING, INC. is a domestic corporation incorporated under the laws of Louisiana and domiciled in Shreveport, Louisiana, whose registered agent, Keith J. Evans, is located at 400 Texas St., Suite 600, Shreveport, LA 71101.

Exxon Parish

IMAGED NOV 12 2013

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IMAGED NOV 12 2013

AREAL EXTENT OF COMPLAINED-OF OPERATIONS

3.

In general, Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bayou Perot and Delta Farms Oil & Gas Fields in Jefferson Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "Coastal Zone" (hereinafter so called), as defined by the CZM Act of 1978, within Jefferson Parish. A map of the entire Louisiana Coastal Zone is attached hereto as Exhibit A.

In the detailed allegations that follow, the term "Operational Area" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. On information and belief, the areal extent of the Operational Area is identified on the maps contained in Exhibit B attached hereto.

JURISDICTION, VENUE, AND STATUTORY AND REGULATORY FRAMEWORK

4.

The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).

5.

Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5). *See* Exhibit A. The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone . . ." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4).

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6.

The Operational Area is located in Jefferson Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.

7.

The CZM Laws regulate certain "uses" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." A map of the coastal use permits known to have been issued for work within the Operational Area is attached hereto as Exhibit C. A list of those coastal use permits is attached hereto as Exhibit D. The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." "Uses of state concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and which are in need of coastal management and which have impacts of greater than local significance or which significantly affect interests of regional, state, or national concern. Use of state concern shall include, but not be limited to:
>
> (a) Any dredge or fill activity which intersects with more than one water body.
>
> (b) Projects involving use of state owned lands or water bottoms.
>
> * * *
>
> (f) All mineral activities, including exploration for, and production of oil, gas, and other minerals, all dredge and fill uses associated therewith, and all other associated uses.
>
> (g) All pipelines for the gathering, transportation or transmission of oil, gas and other minerals.
>
> (h) Energy facility siting and development."

(La. R.S. 49:214.25(A)(1)).

8.

"Uses of local concern" are defined as:

> "Those uses which directly and significantly affect coastal waters and are in need of coastal management but are not uses of state concern and which should be regulated primarily at the local level if the local government has an approved program. Uses of local concern shall include, but not be limited to:

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(a) Privately funded projects which are not uses of state concern.

* * *

(c) Maintenance of uses of local concern.

* * *

(e) Dredge or fill projects not intersecting more than one water body.

* * *

(j) Maintenance dredging.

* * *

(k) Uses on cheniers, salt domes, or similar land forms."

(La. R.S. 49:214.25(A)(2)).

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9.

Enforcement of the CZM Laws is within the authority, *inter alia*, of an appropriate district attorney of a local government with an approved program. La. R.S. 49:214.36D. The Parish of Jefferson, having obtained approval of its Coastal Zone Management Program from the Secretary of the Louisiana Department of Natural Resources (hereinafter, the "LDNR") on January 4, 1985 is a "local government with an approved program" within the meaning of the CZM Laws. *See* La. R.S. 49:214.23(8) and La. R.S. 49:214.28.

10.

Paragraph D of La. R.S. 49:214.36 states that "[t]he secretary [of the LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit." Accordingly, the Parish of Jefferson is authorized under the provisions of La. R.S. 49:214.36 to bring appropriate actions in its own behalf and in the name of the State of Louisiana for enforcement of the CZM Laws. Plaintiffs are empowered to bring declaratory, civil damages, or other actions as are necessary to ensure that no uses of state or local concern "are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in

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accordance with the terms and conditions of a coastal use permit." La. R.S. 49:214.36(D); La. R.S. 16:2D.

11.

Paragraph E of La. R.S. 49:214.36 states that "[a] court may impose civil liability and assess damages; order, where feasible and practical, the payment of the restoration costs; require, where feasible and practical, actual restoration of areas disturbed; or otherwise impose reasonable and proper sanctions for uses conducted within the coastal zone without a coastal use permit where a coastal use permit is required or which are not in accordance with the terms and conditions of a coastal use permit. The court in its discretion may award costs and reasonable attorney's fees to the prevailing party."

12.

Paragraph G of La. R.S. 49:214.36 states that "[a]ny action pursuant to this Section... must be brought in any parish in which the use or activity is situated."

13.

Venue for this action in this district is proper under La. R.S. 49:214.36(G). Plaintiffs are the proper parties to bring the causes of action set forth herein pursuant to La. R.S. 49:214.36(D).

14.

Defendants have engaged in uses of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

15.

The Louisiana CZM Laws require the secretary of the LDNR to develop a coastal management program and guidelines to further the policies and goals of La. R.S. 49:214.21, *et seq.* The adopted guidelines shall be followed in the development of the state program and local programs and shall serve as criteria for the granting, conditioning, denying, or modifying of coastal use permits. One of the goals of the guidelines is the "careful consideration of the

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impacts of uses on water flow, circulation, quantity, and quality and require that the discharge or release of any pollutant or toxic material into the water or air of the coastal zone be within all applicable limits established by law, or by federal, state, or local regulatory authority." La. R.S. 49:214.27(3).

16.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq.* These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

17.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.

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- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D.
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of wastes shall be identified." LAC 43:I.715.F.
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G.
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H.
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

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As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

18.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants in the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

Exhibit Parish

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FACTUAL ALLEGATIONS

19.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. A map showing the oil and gas wells within the Operational Area is attached hereto as Exhibit E. A list of the oil and gas wells drilled and/or operated by each Defendant is attached hereto as Exhibit F. The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed on Exhibit F.

20.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). Current and historical aerial photographs showing open and/or improperly closed waste pits known to exist within the Operational Area are attached hereto as Exhibit G.

21.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Jefferson Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never

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obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D.

22.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Jefferson Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

23.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Jefferson Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Jefferson Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently

dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

24.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Jefferson Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Jefferson Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in

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violation of LAC 43:I.715.I. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including LA.R.S. 49:214.36.

25.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Jefferson Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Jefferson Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

26.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

> "It is the policy of the coastal resources program to avoid the following adverse impacts . . . :
>
> (4) alterations in the natural concentration of oxygen in coastal waters;
>
> (5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

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* * *

(8) detrimental changes in existing salinity regimes;

(9) detrimental changes in littoral and sediment transport processes;

* * *

(13) discharges of pathogens or toxic substances into coastal waters;

* * *

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

* * *

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;

(19) land loss, erosion, and subsidence;

(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;

(21) reduction in the long term biological productivity of the coastal ecosystem.

27.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program." (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-

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lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs."

28.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

29.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

30.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Jefferson Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

31.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Jefferson Parish Coastal Zone affected by Defendants' activities within the Operational Area.

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32.

The damages, costs, and attorney fees provided by La. R.S. 49:214.36 are in addition to any fine, forfeiture, other penalty, or costs imposed under any other provision of law.

33.

Notwithstanding any allegations or language to the contrary contained elsewhere in this petition, Plaintiffs expressly limit the scope of the claims and allegations of this petition as follows:

(a) Plaintiffs allege only those state law causes of action that they have a right to pursue under La. R.S. 49:214.21, *et seq.*, as amended, and the state and local regulations, guidelines, ordinances and orders promulgated pursuant thereto and consistent therewith;

(b) Plaintiffs have not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law or federal regulations, and assert no such claims herein; Plaintiffs allege no claims subject to federal question jurisdiction; Plaintiffs do not pursue or allege any claims or causes of action arising under federal common law;

(c) To the extent any state law claims alleged in this petition are preempted by federal law (either expressly or impliedly), such claims are not alleged herein;

(d) Plaintiffs do not pursue or allege any claims that have been discharged in bankruptcy;

(e) Plaintiffs do not pursue or allege any general maritime claims, or any claims subject to maritime or admiralty jurisdiction (28 U.S.C.A. §1333);

(f) Plaintiffs do not pursue or allege any claims "arising under the Constitution, laws, or treaties of the United States";

(g) Plaintiffs do not allege or pursue any claims wherein their right to relief under any cause of action necessarily depends on a resolution of a substantial, disputed question of federal law;

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(h) Plaintiffs do not allege or pursue any claims arising under the Rivers and Harbors Act of 1899, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "RHA"), and do not pursue or allege any claims arising under any U.S. Army Corps of Engineers regulations or permits;

(i) Plaintiffs do not pursue or allege any claims arising under the Clean Water Act of 1972, as amended, or any regulations issued pursuant thereto (hereinafter, collectively, the "CWA");

(j) Plaintiffs do not pursue or allege any claims arising under any federal regulations of any kind or character whatsoever;

(k) Plaintiffs do not allege or pursue any claim that any Defendant violated a federal permit or failed to obtain a federal permit;

(l) Plaintiffs do not allege that they are third party beneficiaries of any obligation between Defendants and any governmental body, or that they are third party beneficiaries of any permitting scheme;

(m) Plaintiffs do not allege that they are third party beneficiaries of any permit, contract, or right of way agreement, or other conventional servitude or servitude imposed by law;

(n) Plaintiffs do not allege that they have the right to enforce a federal permit as a third party beneficiary;

(o) Plaintiffs do not allege that they represent any class; further, Plaintiffs do not pursue or allege any claim over which there is CAFA jurisdiction of this case; Plaintiffs bring this action only on their own behalf and not on behalf of any class or group of individuals or legal entities.

(p) Plaintiffs do not allege that any acts, omissions, operations or activities occurring on the Outer Continental Shelf violated the CZM Laws. None of the acts, omissions, operations or activities that form the basis of the Plaintiffs' claims in this petition involve operations or activities on the Outer Continental Shelf. Plaintiffs do not pursue or allege any claim arising

under the Outer Continental Shelf Lands Act (the "OCSLA")(43 U.S.C. § 1331 *et seq.*); Plaintiffs do not pursue or allege any claim subject to the jurisdiction of the OCSLA; further, Plaintiffs do no pursue or allege any claim within the jurisdiction established by 43 U.S.C. § 1349;

(q) Plaintiffs do not pursue or allege any claim involving federal lands, do not pursue or allege any claims covered by federal enclave jurisdiction, and do not pursue or allege any claims regarding any land held in trust by the federal government, its officers, agencies, or agents; Plaintiffs do not pursue or allege any claims over which the federal government contests title. Plaintiffs do not pursue or allege any claims for damages to any federal floodwalls, federal levees, or any other federal installations or properties. Plaintiffs do not allege that any event, activity, or claim pursued in this petition occurred on a federal enclave. Plaintiffs do not allege or pursue any claim for an alleged injury in circumstances where the alleged injury arose on a federal enclave and the injury is indivisible from an injury that did not occur on a federal enclave.

(r) Plaintiffs do not allege that any Defendant or Defendants committed a maritime tort or violated a federal maritime law or regulation;

(s) Plaintiffs make no claims sounding in general maritime law or admiralty law; further, Plaintiffs do not seek remediation or other remedies to the extent such remedies will have a potentially disruptive impact on maritime commerce or activity; Plaintiffs make no claim herein for the enforcement of any statute or regulation that conflicts with, or is preempted by, federal maritime law or federal maritime regulations;

(t) Plaintiffs make no claims under Louisiana tort law, contract law, mineral law, or property law;

(u) Plaintiffs do not allege or pursue any claims that are: (1) covered by or subject to the jurisdiction of the All Writs Act, 28 U.S.C. §1651, et seq., as amended; or, (2) covered by or subject to the jurisdiction of the Convention on the Recognition of Foreign Arbitral Awards.

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9 U.S.C. §201, et seq., as amended. Plaintiffs do not allege or pursue any claims under the federal Oil Pollution Act of 1990, as amended;

(v) In summary, Plaintiffs limit the claims asserted in this petition to state law claims arising under the CZM Laws. The attachment of the map of the entire Louisiana Coastal Zone (See Exhibit A) or the attachment of any other exhibits to this petition shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. With regard to any permit alleged in this petition to have been violated, the inclusion of language in such permit referring to federal laws or federal regulations shall in no way be interpreted as an expansion of the scope of the specific state law claims alleged in this petition. Any allegation in this petition that any defendant has violated a coastal use permit shall not be construed as an allegation that any such defendant has violated any federal law or regulation generally or specifically referenced in the permit or any application therefor. Further, to the extent the CZM Laws contain any citation of or reference to any federal laws, statutes or regulations, no claims or causes of action are alleged under those federal laws, statutes or regulations. Any allegation in this petition that any defendant has violated the CZM Laws shall not be construed as an allegation that any such defendant has violated any federal laws, statutes or regulations referenced in the CZM Laws. The quotation or reference in this petition to provisions of certain CZM Laws concerning "uses" of national or regional concern shall not be construed as an allegation that Plaintiffs are making claims arising under the Constitution, laws, or treaties of the United States. The use of the term "navigation" or such similar terms in the CZM Laws shall not be construed to imply that Plaintiffs are asserting maritime or admiralty claims.

(w) Plaintiffs do not plead any claim or cause of action pertaining to private property located within the Jefferson Parish Coastal Zone: (1) that is the subject of any present or future demand for environmental restoration or remediation, regardless of whether the relief demanded is specific performance, damages or a mandatory or prohibitive injunction; or, (2) that is the subject of any pending or future litigation under Act 312 of 2006 (La. R.S. 30:29, et seq., as amended). Plaintiffs do not seek injunctive relief. Further, Plaintiffs do not plead any claims related to any pending environmental statutory or regulatory claims or actions filed or taken by

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any federal agency, including, but not limited to, the Environmental Protection Agency and the U.S. Army Corps of Engineers.

34.

Subject to all of the limitations set forth in this petition, including, but not limited to, paragraph 33, Plaintiffs Parish of Jefferson and State of Louisiana claim all damages and remedies appropriate under the CZM Laws, including, but not limited to, restoration and remediation costs; actual restoration of disturbed areas to their original condition; costs necessary to clear, revegetate, detoxify and otherwise restore the affected portions of the Jefferson Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M; declaratory relief in circumstances where such relief is required, in addition to money damages, to accomplish the purposes of La. R.S. 49:214.21 *et seq.*; costs and expenses of litigation, including costs of environmental assessments and expert costs, and reasonable attorney's fees; and all other damages or remedies provided for in La. R.S. 49:214.21, *et seq.*

35.

Plaintiffs demand trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendants (subject to the limitations set forth in this petition), as follows:

(a) Awarding damages and other appropriate relief specifically provided in the CZM Laws for violations of all applicable state coastal zone management program statutes and regulations within the Jefferson Parish Coastal Zone;

(b) Ordering the payment of costs necessary to clear, revegetate, detoxify and otherwise restore the Jefferson Parish Coastal Zone as near as practicable to its original condition pursuant to LAC 43:I.705.N, 711.F and 719.M.

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(c) Requiring actual restoration of the Jefferson Parish Coastal Zone to its original condition.

(d) Awarding reasonable costs and attorney fees.

(e) Awarding pre-judgment and post-judgment interest at the maximum rate allowable by law;

(f) Such other and further relief available in the premises, subject to the limitations set forth in the petition.

(g) Plaintiffs request trial by jury.

Respectfully submitted,

TALBOT, CARMOUCHE & MARCELLO
17405 Perkins Road
Baton Rouge, LA 70810
Telephone: (225) 400-9991
Fax: (225) 448-2568

DONALD T. CARMOUCHE, ESQ. (2926)
VICTOR L. MARCELLO, ESQ. (9252)
JOHN H. CARMOUCHE, ESQ. (22294)
WILLIAM R. COENEN, III, ESQ. (27410)
BRIAN T. CARMOUCHE, ESQ. (30430)
TODD J. WIMBERLEY, ESQ. (34862)
ROSS J. DONNES, ESQ. (33098)
D. ADELE OWEN, ESQ. (21001)
LEAH G. COTTON, ESQ. (35092)

PHILIP F. COSSICH, JR., ESQ. (1788)
DARREN SUMICH, ESQ. (23321)
DAVID A. PARSIOLA, ESQ. (21005)
BRANDON J. TAYOR, ESQ. (27662)
COSSICH, SUMICH, PARISOLA & TAYLOR, L.L.C.
8397 Highway 23, Suite 100
Belle Chasse, LA 70037-2648
Telephone: (504) 394-9000
Fax: (504) 394-9110

BRUCE D. BURGLASS, JR., ESQ. (14112)
ANDRÉ C. GAUDIN, ESQ. (20191)
SCOTT O. GASPARD, ESQ. (23747)
BURGLASS & TANKERSLEY, LLC
5213 Airline Drive
Metairie, LA 70001-5602
Telephone: (504) 836-0407
Fax: (504) 287-0447

Bayou Parish

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732768

PLEASE SERVE THE PETITION FOR DAMAGES:

ATLANTIC RICHFIELD COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

CHEVRON U.S.A. INC.
Through its registered agent for service of process:
The Prentice-Hall Corporation System, Inc.
320 Somerulos St.
Baton Rouge, LA 70802

EXPERT OIL & GAS, L.L.C.
Through its registered agent for service of process:
Thomas Milazzo
101 Ashland Way
Madisonville, LA 70447

LANOCO, INC.
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

LASTRADA OIL & GAS LIMITED
Through its registered agent for service of process:
Edwin L. Geissler
7162 Grey Oaks Drive
New Orleans, LA 70126

GOODRICH OIL COMPANY
Through its registered agent for service of process:
C T Corporation System
5615 Corporate Blvd., Ste. 400B
Baton Rouge, LA 70808

EXXON MOBIL CORPORATION
Through its registered agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

BRAMER ENGINEERING, INC.
Through its registered agent for service of process:
Keith J. Evans
400 Texas St., Suite 6000
Shreveport, LA 71101

PLEASE SERVE THE PETITION FOR DAMAGES THROUGH THE LOUISIANA LONG ARM STATUTE:

CHEVRON U.S.A. HOLDINGS INC.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P.O. Box 5028
San Ramon, CA 94583

IMAGED NOV 18 2013

Baton Rouge

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 732-768 DIVISION "N"

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

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JUDGMENT

This matter came for hearing before the Court on February 17, 2016 and July 20, 2016 on the Defendants' Exceptions of Lack of Procedural Capacity and the Exceptions and Amended Exceptions of No Right of Action to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors, the State of Louisiana, *ex rel* Jeff Landry, Attorney General and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris; the Defendants' Exceptions of Improper Cumulation and Improper Joinder of Parties; the Defendants' Exceptions of Prematurity for Non-Compliance with La.R.S. 42:263; and the Defendants' Exceptions of Vagueness and Ambiguity and Non-Conformity of the Petitions with La.C.C.P. Article 891.

Present on July 20, 2016 were:

Victor L. Marcello Donald T. Carmouche	Counsel for Jefferson Parish
Steven B. "Beaux" Jones	Counsel for The State of Louisiana, Ex Rel. Jeff Landry, Attorney General
J. Blake Canfield	Counsel for The State of Louisiana, Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary, Thomas F. Harris
Megan K. Terrell	Counsel for Office of Governor John Bel Edwards, Governor's Office for Coastal Activities
Joe B. Norman George Arceneaux III	Counsel for Atlantic Richfield Company
Claire Elizabeth Juneau Eric I. Mayer Alexandra White	Counsel for Chevron U.S.A., Inc. and Chevron U.S.A. Holdings, Inc.

EXHIBIT
A-2

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Lawrence R. DeMarcay	Counsel for Expert Oil & Gas, L.L.C.
Robert B. McNeal Martin A. Stern	Counsel for Exxon Mobil Corporation
Daniel B. Stanton	Counsel for Brammer Engineering, Inc.

After considering the evidence, law and argument of counsel,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of No Right of Action and Amended Exceptions of No Right of Action to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors, the State of Louisiana, *ex rel* Jeff Landry, Attorney General and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Lack of Procedural Capacity are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Improper Cumulation and Improper Joinder of Parties are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Prematurity for Non-Compliance with La.R.S. 42:263 are DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants' Exceptions of Vagueness and Ambiguity and Non-Conformity of the Petitions with La.C.C.P. Article 891 are SUSTAINED as to the petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs, the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Jefferson Parish and Plaintiff-Intervenors, the Attorney General and LDNR, are granted 90 days from the date of this Judgment to amend their petitions.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Jefferson Parish and Plaintiff-Intervenors, the Attorney General and LDNR, are entitled to conduct discovery pending the amending of the petitions and shall propound discovery no later than 30

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days from the date of this Judgment; and further that Defendants shall respond to said discovery no later than 45 days after receipt of the discovery.

Signed this 30 day of August, 2017, in Gretna, Louisiana.

JUDGE STEPHEN D. ENRIGHT, JR.

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 732-768 DIVISION "N"

THE PARISH OF JEFFERSON

VERSUS

ATLANTIC RICHFIELD COMPANY, CHEVRON U.S.A. INC., EXPERT OIL & GAS, L.L.C., LANOCO, INC., LASTRADA OIL & GAS LIMITED, CHEVRON U.S.A. HOLDINGS INC., GOODRICH OIL COMPANY, EXXON MOBIL CORPORATION, AND BRAMMER ENGINEERING, INC.

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REASONS FOR JUDGMENT

I. Exceptions of No Right of Action and Lack of Procedural Capacity

This matter came for hearing before the Court on the Defendants' exceptions and amended exceptions of no right of action and lack of procedural capacity. Defendants except to the petitions filed by Plaintiff Jefferson Parish and Plaintiff-Intervenors , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

The purpose of the exception of no right of action is to determine whether a plaintiff has a real and actual interest in an action or belongs to a particular class to which the law grants a remedy for a particular harm alleged. *Roubicon Shoring Company, LLC v. Crescent Shoring, L.L.C.*, No. 16-540 (La. App. 5 Cir. 2017), 2017 WL 2197994 (citing *Dufrene v. Insurance Co. of State of Pennsylvania*, 01-47 (La. App. 5 Cir. 5/30/01), 790 So.2d 660, 668)). The Court in *Roubicon, id.* stated that:

> The exception of no right of action assumes that the petition states a valid cause of action for some person and questions whether the plaintiff in the particular case has a legal interest in the subject matter of the litigation. *Westchester Surplus Lines Ins. Co. v. Pacorini Metals*, 13-288 (La.App. 5 Cir. 12/19/13), 131 So.3d 445, 450. The burden of proof of establishing the exception of no right of action is on the exceptor. *City of New Orleans v. Board of Directors of Louisiana State Museum*, 98-1170 (La. 3/2/99), 739 So.2d 748, 755. The exception of no right of action tests whether the plaintiff has a "real and actual interest" in the action, but it does not raise questions of the plaintiff's ability to prevail on the merits or whether the defendant may have a valid defense. *Lemman Law Firm, LLC v. Sch. Bd. of St. Charles*, 13-376 (La.App. 5 Cir. 12/12/13), 131 So.3d 231, 236. At the hearing on the exception of no right of action, the exception may be submitted on the pleadings, or evidence may be introduced either in support of or to controvert the objection raised when the grounds thereof do not appear from the petition. La. C.C.P. art. 931.

EXHIBIT
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Defendants argue that no right of action exists in this matter under the State and Local Coastal Resources Management Act of 1978, La.R.S. 49:214.21, et seq., ("SLCRMA") which governs activity and development in Louisiana's coastal zone through the issuance of coastal use permits. Defendants assert that SLCRMA does not govern most oil and gas activities, which are permitted and enforced through the Office of Conservation in lieu of coastal use permits and are outside of SLCRMA's regulatory scope. Defendants also argue that, as a local government, the responsibilities and authority of Jefferson Parish under SLCRMA are limited to "uses of local concern" from which mineral activities are excluded.

Plaintiffs' claims are based on La. Stat. Ann. § 49:214.36(D) which provides:

> D. The secretary, the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued when required or which are not in accordance with the terms and conditions of a coastal use permit.

When a law is clear and unambiguous and its application does not lead to absurd consequences, the law shall be applied as written and no further interpretation may be made in search of the intent of the legislature. La.C.C. article 9. Plaintiffs have clearly established a right of action in this suit. Jefferson Parish clearly belongs to the class of persons that has a legal interest in the subject matter of the litigation at issue. The State also clearly has a right of action through the LDNR and the Attorney General as they belong to a particular class to which the law grants a remedy for a particular harm alleged. Either the State or Jefferson Parish has enforcement authority within the confines of Jefferson Parish.

Regarding the arguments concerning the Parish not having a right of action relative to "in lieu" permits, for the purposes of the Exception of No Right of Action, the Petition is deemed to have stated a cause of action. The Court finds these arguments more appropriate as possible defenses/affirmative defenses to be made at the trial of this proceeding.

The Court denies Defendants' Exceptions of Lack of Procedural Capacity for the same reasons set forth herein.

II. Exceptions of Improper Cumulation and Improper Joinder

This matter came for hearing before the Court on the Defendants' exceptions of improper cumulation and improper joinder of parties.

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Defendants argue that Plaintiffs impermissibly join in one lawsuit separate permit enforcement actions against nine oil and gas exploration and production companies for alleged violations of the State and Local Coastal Resources Management Act of 1978, La.R.S. 49:214.21, et seq., ("SLCRMA") which governs activity and development in Louisiana's coastal zone through the issuance of coastal use permits. Defendants assert that each of these alleged violations will turn on its own particular facts and legal issues and presents no "community of interest", thus prohibiting the joinder of these nine actions under Louisiana law.

As to cumulation of actions, La.C.C.P. article 463 provides:

> Two or more parties may be joined in the same suit, either as plaintiffs or as defendants, if:
> (1) There is a community of interest between the parties joined;
> (2) Each of the actions cumulated is within the jurisdiction of the court and is brought in the proper venue; and
> (3) All of the actions cumulated are mutually consistent and employ the same form of procedure.
> Except as otherwise provided in Article 3657, inconsistent or mutually exclusive actions may be cumulated in the same suit if pleaded in the alternative.

The test in determining whether the defendants have a community of interest is whether the cumulated causes of action arise out of the same facts, or whether they present the same factual and legal issues. *Miller v. Commercial Union Companies*, 305 So.2d 560, 561 (La. Ct. App. 1974). A community of interest is present where enough factual overlap is present between the cases to make it commonsensical to litigate them together. *Par. of Plaquemines v. Total Petrochemical & Ref. USA, Inc.*, 64 F. Supp. 3d 872, 883 (E.D. La. 2014) (*citing Dietz v. Superior Oil Co.*, 129 So.3d 836, 842 (La. App. 3d Cir. 2014)).

The Court finds that the Defendants have a community of interest in this suit. The allegations of the petitions demonstrate that the cumulated causes of action arise out of the same facts or present the same factual and legal issues. Plaintiffs' allegations establish that enough factual overlap exists between the cases to make it commonsensical to litigate them together. Plaintiffs allege that there is a common injury consisting of cumulative damage to the Jefferson Parish Coastal Zone by all the Defendants. The causes of action share a community of interest due to this factual overlap. It is commonsensical to try the alleged violations together due to the cumulative impacts and the restoration remedies sought.

Additionally, the United States District Court for the Eastern District of Louisiana stated in *Total, id.*, that:

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> The community of interest standard for cumulation of actions under article 463 is a "liberal" one and it encompasses not only the parties' causes of action but also their defenses. *See Stevens v. Bd. of Trustees of Police Pens. Fund,* 309 So.2d 144, 147 (La.1975) (citing La.Code Civ. Pro. art. 463 cmt. (c); *Gill v. City of Lake Charles,* 43 So. 897 (1907)). It reflects a policy to avoid where possible a multiplicity of actions in the interests of judicial efficiency, providing that it can be done without unfairness to the parties affected. *Id.*

For the reasons set forth herein, Defendants' exceptions of improper cumulation and improper joinder of parties are denied.

III. Exceptions of Prematurity for Non-Compliance With La.R.S. 42:263

This matter came for hearing before the Court on the Defendants' exceptions of prematurity for non-compliance with La.R.S. 42:263. Defendants argue that the lawsuit filed by the Parish of Jefferson (the "Parish") should be dismissed as premature on the basis that the Parish hired special counsel to prosecute this action without first obtaining the Attorney General's approval as required by La.R.S. 42:263.

Defendants assert the Parish's cause of action is premature because the Attorney General has not approved the Parish's counsel and therefore the Parish's cause of action has not matured to the point where it is ripe for judicial determination. The Parish argues that the issue of the Attorney General's approval is irrelevant to the question of ripeness and the identity of the Parish's counsel has nothing to do with ripeness or maturity.

Defendants further argue that a parish that is governed by a home rule charter may retain special counsel without the Attorney General's approval only when the home rule charter specifically provides that the parish may hire special counsel. La.R.S. 16:2(D). Defendants do not dispute the fact that Jefferson Parish's Home Rule Charter predates the 1974 Constitution or that Jefferson Parish preserved the powers granted by its Home Rule Charter. However, Defendants assert that Section 4.04 of the Jefferson Parish Charter does not authorize the Parish to retain special counsel. Jefferson Parish Charter Section 4.04 provides that the Parish Attorney shall serve as legal counsel to the council, the President, and all parish departments, offices, agencies, and special districts. Defendants argue that therefore, as Jefferson Parish's Home Rule Charter does not specifically provide that the Parish may hire special counsel, Jefferson Parish was required to obtain approval of the Attorney General before hiring special counsel.

Jefferson Parish is governed by the provisions of a Home Rule Charter adopted in 1957 under the Constitution of 1921. The Parish asserts that Article VI, Section 4 of the 1974 Constitution does not permit a law that abridges the powers, functions and duties of local

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governments with home rule charters which were in existence when the 1974 Constitution was adopted. Therefore, the Parish argues that its power under its Home Rule Charter in matters of local concern is as broad as the power of the State except when the power is limited by the Constitution or by its own Home Rule Charter.

The Court agrees with the Parish that there is nothing in the Constitution or Jefferson Parish's Home Rule Charter which prohibits the parish from hiring special counsel without the Attorney General's approval. Furthermore, Jefferson Parish's Home Rule Charter allows the Parish to enact ordinances that do not violate the Louisiana Constitution or the Parish's home Rule Charter. The Supremacy Clause of the Parish's Home Rule Charter provides that the provisions of the charter and the ordinances adopted thereunder prevail in cases of conflict with laws of the state dealing with parish and local government. The Parish enacted ordinances allowing the Parish to contract with outside legal counsel in matters not covered by a contract of insurance without the Attorney General's approval. Jefferson Parish Code of Ordinances, Ch. 2, Art. VII, Division 3.1, Sec. 2-927.2.

Accordingly, for the reasons set forth herein, the Defendants' exceptions of prematurity for non-compliance with La.R.S. 42:263 are denied.

IV. Exceptions of Vagueness and Non-Conformity of the Petition

This matter came for hearing before the Court on the Defendants' Exceptions of Vagueness and Ambiguity and Nonconformity with La.C.C.P. article 891. In ruling on these exceptions, the Court addresses the petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs, the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR").

La.C.C.P. article 891 provides in part that the petition "shall set forth the name, surname, and domicile of the parties; shall contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation." The dilatory exception of vagueness addresses the detailed sufficiency of the petition. *Roache v. Alpha Tech. Servs., Inc.*, 10-1086 (La. App. 5 Cir. 6/29/11), 71 So. 3d 520, 523, *writ denied*, 2011-1622 (La. 9/30/11), 71 So. 3d 294. The Court in *Spellman v. Disc. Zone Gas Station*, 07-496 (La. App. 5 Cir. 12/27/07), 975 So. 2d 44, 46, *writ denied*, 2008-0337 (La. 4/4/08), 978 So. 2d 328 stated that "[t]he purpose of the exception of vagueness is to place

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the defendant on notice of the nature of the facts sought to be proved so as to enable him generally to prepare his defense, as well as additionally by a formal pleading to identify the cause of action so as to bar its future relitigation after determination by the present suit." *See Roache, id.* at 523. An exception of vagueness will be denied if the petition fairly informs the defendant of the nature of the cause of action and includes sufficient particulars for the defendant to be able to prepare its defense. *Spellman, id.* at 47.

The petitions in this matter do not give the required notice to the specific defendants of the necessary elements of the alleged actionable activity. *See Roache, id.* at 524. The petitions fail to identify which specific activities are at issue. The petitions allege permit violations and activities that were conducted without a permit when one was required and also identify particular wells and coastal use permits. However, the petitions do not sufficiently allege particular unlawful activities by the individual Defendants, including allegations of time and place. The petitions fail to state which activities of which Defendants were allegedly unlawful and the specific harm caused. There is no statement in the petitions of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation. The petitions do not enable defendants to prepare their defenses or identify the causes of action so as to bar future re-litigation.

The petitions filed by Plaintiff Jefferson Parish and Intervenor-Plaintiffs , the State of Louisiana, *ex rel* Jeff Landry, Attorney General ("Attorney General") and the State of Louisiana, through the Louisiana Department of Natural Resources, Office of Coastal Management and its Secretary Thomas F. Harris ("LDNR") fail to fairly inform Defendants of the nature of the cause of action and fail to include sufficient particulars for Defendants to be able to prepare their defense. Accordingly, the Defendants' Dilatory Exceptions of Vagueness and Ambiguity and Non-Conformity With La.C.C.P. article 891 are sustained as to the petitions filed by Jefferson Parish, the Attorney General and LDNR.

Signed this 30 day of August, 2017, in Gretna, Louisiana.

CONED

JUDGE STEPHEN D. ENRIGHT, JR.

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25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ **_____**
DEPUTY CLERK

MEMORANDUM IN SUPPORT OF DILATORY AND PEREMPTORY EXCEPTIONS ON BEHALF OF CHEVRON DEFENDANTS

Defendants, Chevron U.S.A. Inc. in its individual capacity (and as alleged successor to The California Company and Gulf Oil Corporation) and Chevron U.S.A. Holdings Inc. (as alleged successor to Getty Oil Company and Texaco Inc.) (collectively "Chevron Defendants"), submit this memorandum in support of their dilatory and peremptory exceptions.

INTRODUCTION AND FACTUAL BACKGROUND

Plaintiffs filed this case in state court on November 10, 2014. On February 6, 2015, Plaintiffs filed the First Supplemental and Amending Petition for Damages ("Petition"), which is the active pleading in the case.[1] Plaintiffs allege causes of action for negligence, strict liability, public and private nuisance, and breach of contract (on a third party beneficiary theory) against nine oil and gas companies. Plaintiffs' Petition incorporates wholesale the allegations made by Plaquemines Parish ("Parish") in a permit enforcement lawsuit in which the Parish is pursuing statutory claims under Louisiana's State and Local Coastal Resources Management Act ("SLCRMA"). *See Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Nov. 8, 2013); No. 18-05210 (E.D. La.) (stayed) ("*Hilcorp Parish*" or "*Hilcorp Parish Case*").[2]

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[2] Exhibit H-1, Petition for Damages to the Plaquemines Parish Coastal Zone, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Nov. 8, 2013) (without exhibits). The Parish Case was removed to the Eastern District of Louisiana on May 29, 2018 and stayed on June 15, 2018.

Plaintiffs borrow their factual allegations verbatim from the petition in *Hilcorp Parish*. Plaintiffs' core contention is that Defendants' alleged permit violations caused land loss and other harm to their property. In particular, Plaintiffs "allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence—leading to land loss, increased risk of land loss and storm surge, and other damage to Plaintiffs' Property." Petition ¶ 11. In turn, Plaintiffs allege that "land loss is caused when the [alleged] activities . . . present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands." *Id.*

Exhibit C to Plaintiffs' Petition identifies 132 Coastal Use Permit ("CUP") files, all from the State of Louisiana's Department of Natural Resources ("DNR"), relating to activities that allegedly harmed Plaintiffs' properties. Petition ¶ 11 & Exhibit C. Plaintiffs attempt to "enforce" these CUPs via causes of action for negligence, strict liability, public and private nuisance, and breach of contract under a third party beneficiary theory. Petition ¶¶ 14-48. Plaintiffs seek money damages and sweeping injunctive relief, including "restoration of the coastal land loss at issue" and "all manner of abatement and restoration activities determined to be appropriate." *Id.*, "Prayer for Relief."

In Count 5 of the Petition, Plaintiffs accuse the Defendants of breaching the terms and conditions of the CUPs listed in Exhibit C. *See id.* ¶¶ 43-48 & Exhibit C. Plaintiffs allege that "[t]he express and implied obligations and duties contained in the coastal use permits . . . identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the land in and around the Operational Area, including the Plaintiffs' Property." *Id.* ¶ 44. Plaintiffs contend that they are third-party beneficiaries of the CUPs in Exhibit C because "[p]rovisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in and around the Operational Area, including Plaintiffs." *Id.* ¶ 45. Plaintiffs do not identify the "provisions" or the "regulatory

framework" they say confer on them third-party beneficiary status. The CUP files identified in Exhibit C do not mention Plaintiffs or otherwise state an intent to benefit Plaintiffs.

Plaintiffs then allege the "Defendants' acts and/or omissions . . . constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto . . . ." *Id.* ¶ 46. Plaintiffs do not identify which "express and implied obligations and duties" the Chevron Defendants allegedly violated (or even which specific permits allegedly were violated).

Plaintiffs allege that, because all Defendants' "operations have caused cumulative and collective impacts to the Plaintiffs' Property . . . [t]he only feasible and practical outcome . . . is restoration to the area as a whole." *Id.* ¶¶ 49-50.

Plaintiffs' Petition and the *Hilcorp Parish* Petition contain the same vague allegations asserted in *Parish of Plaquemines v. Rozel Operating Co.*[3] In response to the defendants' exceptions of vagueness in *Rozel*, this Court ordered the Parish of Plaquemines to amend its petition to cure its deficiencies, finding that the petition was "vague and factually deficient," and that Louisiana law does not permit Plaquemines Parish to "lump the various defendants together."[4] This Court later applied its ruling in *Hilcorp Parish*, ordering Plaquemines Parish to amend its impermissibly vague petition in that case as well.[5]

Further, like the Plaintiffs in this case, plaintiffs in similar lawsuits pending in the 24th Judicial District Court copied and pasted the same vague allegations into their petitions. The presiding judges in those cases, Judge Sullivan and Judge Enright, both held the allegations in those petitions, which mirror the allegations in Plaintiffs' Petition in this case, to be impermissibly vague. In *Borne v. Chevron U.S.A. Holdings, Inc.*,[6] Judge Sullivan ordered the landowner plaintiffs to replead their claims with specificity in order to comply with the Louisiana Code of Civil Procedure.[7] Upon repleading in *Borne*, the plaintiffs dismissed their

[3] Exhibit C-1, Petition for Damages to the Plaquemines Parish Coastal Zone, *Par. of Plaquemines v. Rozel Operating Co.*, No. 60-996, Div. B (25th JDC) ("*Rozel* Petition") (without exhibits).
[4] Exhibit C-2, March 20, 2017 Reasons for Judgment, *Rozel*, p. 3; *see also* Exhibit C-3, March 20, 2017 Judgment, *Rozel Case*.
[5] Exhibit H-2, Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Mar. 13, 2018).
[6] No. 744-218, Div. M. (24th JDC). Exhibit B-1, First Supplemental and Amending Petition for Damages, *Borne v. Chevron U.S.A. Holdings, Inc.* (without exhibits).
[7] Exhibit B-2, December 7, 2016 Hearing Tr. 48, *Borne v. Chevron U.S.A. Holdings Inc.*; *see also* Exhibit B-3, January 19, 2017 Order, *Borne v. Chevron U.S.A. Holdings Inc.*

third-party beneficiary breach of contract claim and nine of the eleven defendants.[8] In *Parish of Jefferson v. Atlantic Richfield Company* ("*Jefferson Parish Case*"),[9] Judge Enright found Jefferson Parish's Petition failed to "sufficiently allege particular unlawful activities by the individual [d]efendants," and failed to state which defendants' activities "were allegedly unlawful and the specific harm caused."[10]

Plaintiffs' Petition suffers from the same deficiencies as the petitions in *Rozel*, *Hilcorp Parish*, *Borne*, and the *Jefferson Parish Case*. Like the petitions in those cases, Plaintiffs' Petition is impermissibly vague and does not conform to Louisiana's pleading requirements. Defendants should not be required to respond to the Petition as currently pled.

LAW & ARGUMENT

I. DILATORY EXCEPTION OF VAGUENESS, AMBIGUITY, AND NONCONFORMITY OF THE PETITION WITH ARTICLE 891

The exception of vagueness has two primary purposes. First, it "compel[s] the plaintiff to amplify and make more definite his claim in order that [the] defendant may properly prepare his defense." *City of Gretna v. Gulf Distilling Corp.*, 21 So. 2d 884, 889 (La. 1945). Second, it enables the defendant to identify the cause of action so as to bar the future re-litigation of that cause. *Roache v. Alpha Tech. Servs., Inc.*, 2010-1086, p. 6 (La. App. 5 Cir. 6/29/11); 71 So. 3d 520, 523.

Louisiana Code of Civil Procedure article 891 requires a petition "contain a short, clear, and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891. Moreover, according to Article 891, a petition must, where applicable, comply with the requirements of Articles 855 through 861. Louisiana Code of Civil Procedure article 860 specifically states that "allegations of time and place are material and shall be considered as all other allegations of material matter." La. Code Civ. Proc. art. 860.

Here, Plaintiffs' Petition is deficient.

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[8] Exhibit B-4, Second Supplemental and Amending Petition, *Borne v. Chevron U.S.A. Holdings Inc.*
[9] Exhibit A-1, Petition for Damages to the Jefferson Parish Coastal Zone ("Parish's Petition"), *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768 (24th JDC) (without exhibits).
[10] Exhibit A-3, Reasons for Judgment, *Par. of Jefferson v. Atl. Richfield Co.*, No. 732-768, Div. N(24th JDC) (emphasis added). Exhibit A-2, August 30, 2017 Judgment, *Par. of Jefferson v. Atl. Richfield Co.*

A. Louisiana law requires Plaintiffs to plead facts in support of their allegations.

To the extent unexplained lists of wells and permit files attached to a petition can be considered factual allegations—which they cannot—such allegations are far too vague and ambiguous to meet the most basic pleading requirements of Louisiana law. This is especially true where, as here, Plaintiffs do *not* contend that all or any of the listed wells or permit files represent improper conduct or otherwise form a part of the factual basis for this lawsuit. Code of Civil Procedure Article 891 requires a petition "contain a short, clear, and concise statement of all causes of action arising out of, *and of the material facts of*, the transaction or occurrence that is the subject matter of the litigation." La. Code Civ. Proc. art. 891 (emphasis added). Louisiana law thus requires fact pleading. *See* La. Code Civ. Proc. arts. 860 & 891.

When a petition does not allege the factual basis of the claims against each defendant individually, the petition is improperly vague and ambiguous. *Spell v. Exec. Officers, Dirs. and/or S'holders of P&W Indus., Inc.*, 316 So. 2d 474, 476 (La. App. 1st Cir. 1975). Because the Petition here does not plead the "material facts of the transaction or occurrence that is the subject matter of the litigation," it falls woefully short of Louisiana pleading standards. *See, e.g., Smart v. Gold, Weems, Bruser, Sues & Rundell*, 2006-1414, p. 5–6 (La. App. 3 Cir. 4/4/07); 955 So. 2d 263, 267.

B. The Petition does not plead the material facts of the alleged unlawful activities.

The deficiencies in Plaintiffs' Petition originate in an earlier lawsuit filed by Plaquemines Parish against these same Defendants. On November 8, 2013, the Parish filed an enforcement action, *Parish of Plaquemines v. Hilcorp Energy Company*, alleging that various oil and gas companies violated coastal use permitting laws within an arbitrarily drawn "Operational Area." Exhibit H-1. In 2014, Plaintiffs—who claim to own land in the same "Operational Area"—filed this tort and contract lawsuit, adopting the Parish's factual allegations in *Hilcorp Parish*.

As explained below, the underlying petition in *Hilcorp Parish* was itself woefully deficient under Civil Procedure article 891. It accused the defendants, vaguely and *en masse*, of violating permitting laws in the conduct of their operations. As support for its claims, the Parish listed a multitude of permit files and wells in exhibits to the petition. But the petition in *Hilcorp*

Parish did not identify any specific act by any specific defendant. The exhibits attached to the *Hilcorp Parish* Petition shed no light on the Parish's allegations because the Parish did not identify a single alleged permit violation or alleged unlawful activity. For that matter, the Parish's Petition did not even allege the listed permit files and wells represented violations—the Parish did not identify any violations at all. *See* Exhibit H-1.

When the Plaintiffs-Landowners here decided to file their own lawsuit, they copied and pasted 22 paragraphs from the *Hilcorp Parish* Petition into their Petition and then alleged as follows: "[b]ased upon the foregoing findings by the Parish of Plaquemines . . . Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area . . . leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property." Petition, ¶ 11. Plaintiffs attached two exhibits listing "Relevant Oil and Gas Wells Operated by Defendants and their Predecessors" (*id.*, Exh. B), and "Coastal Use Permits" (*id.*, Exh. C). *Id.* ¶ 11. How these wells and permits are factually "relevant" is unclear. Plaintiffs' Petition states only that "Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit." *Id.*

The only purported "facts" underlying Plaintiffs' lawsuit—the copied-and-pasted paragraphs from the *Hilcorp Parish* Petition and the laundry-list exhibits of wells and CUP files—do not tell Defendants anything about which of their activities are being challenged as illegal. Like the petition in *Hilcorp Parish*, Plaintiffs' Petition here suffers from multiple core deficiencies:

- Plaintiffs' Petition does not identify *even one* CUP that has allegedly been violated.
- Plaintiffs' Petition does not identify *even one* specific activity that has been conducted without a CUP where one was required.
- Plaintiffs' Petition accuses Defendants as an undifferentiated group, without identifying any alleged violations by individual Defendants.
- Plaintiffs' Petition does not specify when in the past century the alleged violations occurred.
- Plaintiffs' Petition does not identify any specific harm Plaintiffs have suffered from the alleged violations.

C. The purported allegations against the Chevron Defendants are minimal and ill defined.

Plaintiffs' allegations as to the Chevron Defendants are particularly deficient. Plaintiffs do not identify a single activity the Chevron Defendants are accused of having conducted improperly. Plaintiffs attached a list of 586 serial numbers for oil and gas wells to their Petition. Plaintiffs' Petition never identifies any specific act by the Chevron Defendants which caused them damages, nor do they identify where or when the alleged acts occurred. And of course, Plaintiffs do not say which, if any, of these wells allegedly constitute or even relate to unlawful activity. Further, Plaintiffs do not identify which of the wells are located on Plaintiffs' property. Plaintiffs' general statement that "operation of these wells and oilfield activities caused damage and land loss that was not permitted by law or permit" does not satisfy Louisiana's pleading requirements. Petition ¶ 11.

Moreover, while Exhibit C lists 132 CUP files, Plaintiffs do not identify which of those permits are relevant to each property at issue in this suit. Further, Plaintiffs do not set forth one alleged violation of the 132 CUPs listed in the Petition, nor do they connect any act by a Defendant to any CUP which allegedly caused injury to the Plaintiffs. Rather, Plaintiffs' Petition states the Defendants "operated expansive oil and gas facilities *pursuant to Coastal Use Permits* listed in Exhibit C." Petition ¶ 11 (emphasis added). Plaintiffs' Petition fails to set forth how the Defendants are liable to Plaintiffs when they were operating *pursuant* to the CUPs issued by the State of Louisiana. Further, the Louisiana Department of Natural Resources is tasked with enforcing CUPs, and violations are maintained in a publically accessible database by the Department of Natural Resources.[11] Plaintiffs have not identified one enforcement action taken by the Department of Natural Resources related to any of the CUPs listed in Exhibit C to their Petition.

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[11] The Louisiana Department of Natural Resources, Office of Coastal Management Division maintains a database that allows the general public to search for and view any enforcement action taken with regard to any CUP issued by the Louisiana Department of Natural Resources. *See* http://reports.dnr.state.la.us/sonris/cmdEnforcement.jsp?sid=PROD (last viewed August 6, 2019). Pursuant to Louisiana Code of Evidence 201, the Court may take judicial notice of the facts set forth in the Office of Coastal Management Division's enforcement database. La. R. Evid. 201; *Welch v. Planning & Zoning Comm'n of E. Baton Rouge Par.*, 16-0253, p. 14 (La. App. 1 Cir. 4/26/17); 220 So. 3d 60, 68; *Phi Iota Alpha Fraternity, Inc. v. Schedler*, 14-1620, p. 8, n.3 (La. App. 1 Cir. 9/21/15); 182 So. 3d 998, 1003 n.3; *State v. Carpenter*, 00-436, pp. 7-8 (La. App. 3 Cir. 10/18/00); 772 So. 2d 200, 206 (Pursuant to Louisiana Rule of Evidence 201(B)(2) a court may take judicial notice of information maintained on a government website as it is deemed facts which are accurate and readily determinable from sources whose accuracy cannot be reasonably questioned).

Overall, Plaintiffs have not given the Chevron Defendants any factual information about which activities are alleged to be unlawful. The Chevron Defendants must guess how they are liable for the supposed breach of CUPs, or for damages to Plaintiffs' property caused by operations elsewhere. Plaintiffs' bare-boned allegations do not come close to stating critical "who, what, where, when and how" of the claims, making those claims patently insufficient under Louisiana law. *See Roache*, 71 So. 3d at 524 ("[W]e find the allegations made in the petitions, that many defendants, engaged in some hazardous activity, somewhere on a parcel of land in Harvey, over a time period of forty-six years, do not meet the requirements of La. C.C.P. art. 891.").

Finally, Plaintiffs cannot escape Louisiana's fact-pleading requirement by alleging environmental damage or solidary liability. In analogous cases involving claims of solidary liability for property damage from historical oil and gas operations, courts have sustained vagueness exceptions where, as here, the plaintiffs failed to make particularized allegations.[12] For example, this Court, in *Alford v. Chevron U.S.A. Inc.*, reviewed a petition involving claims of property damage and contamination from oil and gas operations. *See* Exhibit D. Although the Alford plaintiffs attached encyclopedic exhibits to their petition, the exhibits did not reveal the factual allegations against the individual defendants. For that reason, this Court found that Alford's Petition was "not a short, clear and concise statement of the causes of action being asserted." *Id.* at 3. This Court noted that the "*sheer volume of the documents attached to the petition makes it nearly impossible . . . for the individual defendants to discern the factual basis for the causes of action being asserted against them.*" *Id.* (emphasis added). In particular, the Court found the petition deficient because it "assert[ed] causes of action against the defendants collectively without differentiating the factual basis [of] the allegations against each defendant individually." *Id.* This Court thus granted the exception of vagueness and ordered plaintiffs to amend their petition to set forth specific, individualized allegations as to each defendant. *Id.*; *see also, Devillier v. Chevron U.S.A. Inc.*, Exhibit E, at p. 2 (sustaining vagueness exception and ordering plaintiffs to identify, among other things, specific acts by specific defendants causing

[12] *See, e.g., Alford v. Chevron U.S.A., Inc.* (Judge Clement, 25th Judicial District Court) (Exhibit "D" hereto); *Devillier v. Chevron U.S.A. Inc.* (Judge Harris, 27th Judicial District Court) (Exhibit "E" hereto); *Conner v. Adams Resources Exploration Corp.* (Judge Hebert, sitting *ad hoc*, 31st Judicial District Court) (Exhibit "F" hereto).

specific harm and to specify facts giving rise to defendants' individual liability, including relevant time and locations); *Conner v. Adams Resources Exploration Corp.*, Exhibit F (granting vagueness exception and ordering plaintiffs to specify the nature of the alleged contamination and its source, identify specifically the complained-of activities of each defendant, and allege how each contract attached to the petition was breached).

D. Plaintiffs' Petition suffers from the same impermissible vague allegations as the petitions in the *Rozel*, *Hilcorp Parish*, *Borne*, and *Jefferson Parish cases*.

Plaintiffs' Petition duplicates the same vague allegations set forth by Plaquemines Parish in the *Rozel* and *Hilcorp Parish* Petitions.[13] This Court ruled that these allegations were impermissibly vague and failed to conform to Louisiana's pleading requirements:

> The petitions in these cases are vague and factually deficient in that the Parish does not differentiate in any way the factual allegations against the defendants individually. The Parish cannot simply lump the various defendants together and must amend its petitions to set forth specific, individualized allegations as to each defendant.[14]

Judge Sullivan in the 24th Judicial District Court, when presented with virtually identical allegations as those in Plaintiffs' Petition in this action, also held such allegations did not satisfy Louisiana's pleading requirements. On January 19, 2017, Judge Sullivan granted the defendants' exception of vagueness in *Borne*.[15] Exhibit B-3. In *Borne*, the plaintiffs—represented by the same counsel as Plaintiffs here—copied and pasted allegations set forth by Jefferson Parish in the *Jefferson Parish Case* to enforce CUPs allegedly violated by various defendants. *See* Exhibit B-1, *Borne* Petition, ¶¶ 15(a)-(v).[16] Plaintiffs here assert the same causes of action against Defendants as the *Borne* plaintiffs: (1) negligence; (2) strict liability; (3) public nuisance; (4) private nuisance; and (5) breach of contract – third party beneficiary. *Id.*

In *Borne*, the defendants raised the dilatory exception of vagueness, ambiguity, and nonconformity of the petition with article 891 of the Louisiana Code of Civil Procedure. At the hearing on the exception, Judge Sullivan found the case was a "complicated matter with a number of allegations made against a number of Defendants." Exhibit B-2 at 48. He granted the

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[13] *Compare* Petition ¶¶ 10(a)-v with Exhibit C-1 *Rozel* Petition ¶¶ 3-7, 14, 16-31 and Exhibit H, *Hilcorp* Petition ¶¶ 3-7, 14, 16-31.

[14] Exhibit C-2, p. 3, March 20, 2017, Reasons for Judgment, *Rozel*; *see* Exhibit H-2, Scheduling Order at 1, *Par. of Plaquemines v. Hilcorp Energy Co.*, No. 60-999, Div. B (25th JDC) (Mar. 13, 2018).

[15] Exhibit B-2, January 19, 2017 Order, *Borne v. Chevron U.S.A. Holdings, Inc.* (granting Dilatory Exceptions of Vagueness, Ambiguity of the Petition, and Non-Conformity of the Petition with La. C. Civ. P. art. 891).

[16] *Compare* Petition 10(a)-v with Exhibit B-1, *Borne* Petition ¶¶ 15(a)-v.

exception, stating **"Article 891 does require more specificity with regard to the particular Defendants."** *Id.* (emphasis added). In response, the plaintiffs amended their petition in *Borne*, and the result barely resembled the original petition.[17] The property description changed, 9 of the 11 defendants were no longer named in the suit, a large number of wells were deleted, and the third party beneficiary claim was dropped.

After this Court's ruling in *Rozel* and Judge Sullivan's ruling in *Borne*, Judge Enright, granted the defendants' exceptions of vagueness and nonconformity with article 891 in the *Jefferson Parish Case*.[18] Judge Enright found the allegations in Jefferson Parish's Petition, which are virtually identical to the allegations in the *Rozel*, *Hilcorp Parish*, and *Borne* Petitions and Plaintiffs' Petition in this lawsuit, failed to identify particular unlawful activities by each defendant and the specific harm allegedly caused by each defendant's actions. These deficiencies prevented the defendants from identifying the causes of action and preparing their defenses:

> The petitions[19] in this matter do not give the required notice to the specific defendants of the necessary elements of the alleged actionable activity. The petitions fail to identify which specific activities are at issue. The petitions allege permit violations and activities that were conducted without a permit when one was required and also identify particular wells and coastal use permits. However, ***the petitions do not sufficiently allege particular unlawful activities by the individual Defendants, including allegations of time and place. The petitions fail to state which activities of which Defendants were allegedly unlawful and the specific harm caused.*** There is no statement in the petitions of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation. ***The petitions do not enable defendants to prepare their defenses or identify the causes of action so as to bar future re-litigation.***[20]

Plaintiffs' Petition relies on the same allegations as *Rozel*, *Hilcorp Parish*, *Borne*, and the *Jefferson Parish Case* petitions —allegations that this Court, Judge Sullivan, and Judge Enright previously held were vague and did not satisfy Louisiana's pleading requirements. Plaintiffs' Petition suffers from the same deficiencies as those petitions:

- All three petitions allege that certain of Defendants' activities violated SLCRMA and caused damages in the Coastal Zone, but never state which activities violated specific

[17] Exhibit B-4, Second Supplemental and Amending Petition, *Borne v. Chevron U.S.A. Holdings Inc.*,
[18] Exhibit A-2, August 30, 2017 Judgment, *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768, Div. N (24th JDC) (citation omitted).
[19] The Louisiana Attorney General and the Louisiana Department of Natural Resources, Office of Coastal Management, intervened on behalf of the State of Louisiana in the Parish Case.
[20] Exhibit A-3, Reasons for Judgment, *Par. of Jefferson v. Atlantic Richfield Co.*, No. 732-768, Div. N, 24th Judicial District Court (emphasis added) (citation omitted).

permits, when and where these activities occurred in the Operational Area, or what damage was caused by each alleged violation. *See* Plaintiffs' Petition ¶ 15(a), *Rozel* Petition ¶ 3, *Hilcorp Parish* Petition ¶ 3, *Borne* Petition ¶ 15(a), *Jefferson Parish Case* Petition ¶3.

- All three petitions allege the "Defendants have engaged in uses[21] of state and local concern in Jefferson Parish within the Operational Area in violation of La. R.S. 49:214.21, *et. seq.*," but never state which activities Defendants engaged in that constituted a "use" under SLCRMA, nor do they state the date and location of each alleged violation of SLCRMA. Plaintiffs' Petition ¶ 15(f), *Rozel* Petition ¶ 14, *Hilcorp Parish* Petition ¶ 14, *Borne* Petition ¶ 15(f), *Jefferson Parish Case* Petition ¶ 17.

- The petitions allege that Defendants failed to use the "best practical techniques to prevent the release of pollutants or toxic substances" and that their activities "resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities." Plaintiffs' Petition ¶ 15(h), *Rozel* Petition ¶ 17, *Hilcorp Parish* Petition ¶ 17, *Borne* Petition ¶ 15(h), *Jefferson Parish Case* Petition ¶ 14. However, each petition fails to identify the allegedly deficient technique used by each defendant, the date or location where the technique was in use, or the substances allegedly released.

- The petitions allege that Defendants dredged "numerous canals" and "in some instances exceeded the limit of the coastal use permits issued in connection with the dredging of such canals." They further allege that the design, construction, and maintenance of the unidentified canals did not use the best practical techniques. Plaintiffs' Petition ¶ 15(p), *Rozel* Petition ¶ 25, *Hilcorp Parish* Petition ¶ 25, *Borne* Petition ¶ 15(p), *Jefferson Parish Case* Petition ¶ 25. None of the petitions identify the permits which were violated, the canals at issue, the dates of the alleged activity, or the defendant who engaged in the alleged activity.

The foregoing are just a few examples of the broad allegations asserted by Plaintiffs that were found to be impermissibly vague in the *Rozel*, *Hilcorp Parish*, *Borne* and the *Jefferson Parish* cases. Like the petitions in those cases, Plaintiffs' Petition fails to plead material facts as required by the Louisiana Code of Civil Procedure. Accordingly, this Court should order Plaintiffs to amend their Petition to state specific facts supporting their claims, including which individual permits they allege were violated, by whom, where, when, and how, and the injuries that they allege resulted from each permit violation. Further, Plaintiffs must identify the basis for claiming that all Defendants should be held solidary liable for all of their alleged injuries. Absent such factual allegations against the Chevron Defendants, Plaintiffs' claims must be dismissed.

II. PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION

The Chevron Defendants move for a peremptory exception of no cause of action under article 927 of the Louisiana Code of Civil Procedure. A peremptory exception of no cause of action tests the "legal sufficiency of the petition by determining whether the law affords a

[21] "Uses" is defined in Louisiana Revised Statute 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters."

remedy on the facts alleged in the pleading." *Everything on Wheels Subaru, Inc. v. Subaru S., Inc.*, 616 So. 2d 1234, 1235 (La. 1993). Although ordinarily no cause of action exceptions are decided solely based on the face of the petition, "an exception to this rule has been recognized by the jurisprudence, and a court may consider evidence admitted without objection to enlarge the pleadings." *Maw Enterprises, L.L.C. v. City of Marksville*, 2014-0090, p. 7 (La. 9/3/14); 149 So. 3d 210, 215. A court also may consider exhibits to a petition in deciding an exception of no cause of action. *See Leidenheimer v. Schutten*, 194 So. 32, 33 (La. 1940).

Thus, the question in deciding an exception of no cause of action is whether the petition states sufficient facts to support the causes of action asserted. Mere statements of the elements of a cause of action "are not allegations of fact . . . but conclusions of law" and "cannot form the basis of a cause of action, which under our system of fact pleading must be based on facts from which such conclusions may be drawn." *Batson v. Cherokee Beach & Campgrounds, Inc.*, 428 So. 2d 991, 993 (La. App. 1 Cir. 1983) (same); *see also Perniciaro v. McInnis*, 2018-0113, p. 17 (La. App. 4 Cir. 9/7/18); 255 So. 3d 1223, 1239, *writ denied*, 2018-1659 (La. 12/17/18); 259 So. 3d 342 (same).

Louisiana law recognizes that a court may grant an exception of no cause of action as to some asserted causes of action but not others. "If two or more causes of action are based on separate and distinct operative facts, partial grants of the exception of no cause of action may be rendered, while preserving other causes of action." *Hand v. Hand*, 99-2420, p. 2 (La. App. 1 Cir. 12/20/02); 834 So. 2d 619, 622; *see also Everything on Wheels Subaru, Inc.*, 616 So. 2d at 1239 (in a case involving multiple causes of action "a judgment partially maintaining the exception as to one separate and distinct cause of action is generally appropriate").

An exception of no cause of action is the proper procedural device for asserting that the law does not afford a remedy to a plaintiff for a breach of contract claim, whether because there is a lack of privity of contract or because plaintiff is not an intended third-party beneficiary of a contract. *See Robinson v. N. Am. Royalties, Inc.*, 463 So. 2d 1384, 1387–88 (La. App. 3 Cir. 1985) (sustaining no cause of action exception absent privity of contract between plaintiff and defendant); *Pearl River Basin Land & Dev. Co. v. State ex rel. Governor's Office of Homeland Sec. & Emergency Preparedness*, 2009-0084, p. 7 (La. App. 1 Cir. 10/27/09); 29 So. 3d 589, 594

(sustaining no cause of action exception where plaintiff failed to state a cause of action as a third party beneficiary to a contract); *see also Niland's Funeral Serv., Inc. v. Stanley*, 96-0378, p. 6 (La. App. 1 Cir. 11/8/96); 684 So. 2d 982, 985 ("An exception of no cause of action is a proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract."); *Long v. Jeb Breithaupt Design Build Inc.*, 44,002, p. 17 (La. App. 2 Cir. 2/25/09); 4 So. 3d 930, 941–42 (homeowner had no cause of action for breach of contract in action for negligence of subcontractor because homeowner had no privity of contract with subcontractor); *Young v. Branch*, 2010-81, p. 3 (La. App. 5 Cir. 5/25/10); 40 So. 3d 1097, 1099 (recognizing "the exception of no cause of action is the proper procedural device to assert that the law does not afford a remedy to a plaintiff because of a lack of privity of contract").

Because a contract to benefit a third party (a stipulation *pour autrui*) "is never presumed," Plaintiffs bear the burden of pleading and proving both the existence of a contract and that the contract, if any, manifests "a clear intention to benefit [Plaintiffs]." *Joseph v. Hosp. Serv. Dist. No. 2 of Parish of St. Mary*, 2005-2364, p. 9 (La. 10/15/06); 939 So. 2d 1206, 1212; *see also* La. C.C. art. 1831 ("A party who demands performance of an obligation must prove the existence of the obligation."). Plaintiffs here cannot make the requisite showing to support their breach of contract claim because (1) the permits Plaintiffs seek to enforce are not contracts under Louisiana law, and (2) even if the permits could be viewed as contracts, Plaintiffs are not intended third-party beneficiaries of the CUPs.

A. Coastal use permits are not contracts under Louisiana law.

The elements of a breach of contract claim are (1) an enforceable obligation, (2) failure to perform, resulting in a breach, and (3) resulting damages to the nonbreaching party. *Sanga v. Perdomo*, 14-609, p. 7 (La. App. 5 Cir. 12/30/14), 167 So. 3d 818, 822. "Generally, the damages in breach of contract cases are governed by the four corners of the contract." *Id.* (citing *Corbello v. Iowa Prod.*, 850 So.2d 686, 714 (La. 2003)). "A party who demands performance of an obligation must prove the existence of the obligation." La. Civ. Code art. 1831. Thus, the existence of an enforceable contract is a necessary element of Plaintiffs' third-party beneficiary claims. *See Joseph*, 939 So. 2d at 1212; *see also Creely v. Leisure Living, Inc.*, 437 So. 2d 816, 820 (La. 1983) (plaintiff could not recover under third-party beneficiary theory because "there

was no proof of the existence of an enforceable" agreement upon which to base the claim). To prevail on their cause of action for breach of contract, Plaintiffs must show the CUPs they seek to enforce are contracts under Louisiana law. But as courts in Louisiana and elsewhere have held, permits are licenses, not enforceable contracts.[22]

Louisiana Civil Code article 1906 defines a contract as "an agreement by two or more parties whereby obligations are created, modified, or extinguished." The Louisiana Supreme Court has defined the term "permit" as a "license, revocable at will, granted by a competent authority, by which some restraint or illegality is removed." *Gordy v. Maestri*, 170 La. 281, 288 (La. 1930) (distinguishing contracts and licenses); *see also Comm'n on Ethics for Pub. Emps. v. IT Corp.*, 423 So. 2d 695, 703–04 (La. App. 1 Cir. 1982) (characterizing permits as licenses rather than contracts).

Louisiana courts have held expressly that permits are not contracts. For example, in *Toye Bros. Yellow Cab Co. v. Cooperative Cab Co.*, the Louisiana Supreme Court rejected a taxi company's argument that it had a contract with the City of New Orleans, finding that, "[t]he plaintiff merely has a license or permit" and "[a] license is not a contract nor property in any constitutional sense." 7 So. 2d 353, 354 (La. 1942). Likewise, in *Louisiana Oyster & Fish Co. v. Police Jury, Parish of Assumption*, the Supreme Court held that "[a] license or permit granted under a police regulation is not a contract, and it cannot give rise to vested or proprietary rights." 52 So. 685, 686 (La. 1910). And in *Shreveport v. P. Draiss & Co.*, the Supreme Court recognized that a license is not a contract, and it does not confer a vested right in the licensee. 111 La. 511, 514 (La. 1904).

For this reason, courts have held that permits do not give rise to third-party beneficiary claims. In *Board of Commissioners of the Southeast Louisiana Flood Protection Authority – East v. Tennessee Gas Pipeline Company, LLC* ("*Levee Board Case*"), the U.S. District Court for the Eastern District of Louisiana held that federal dredging permits—which closely resemble the CUPs at issue here—are not contracts enforceable under a third-party beneficiary theory. 88 F. Supp. 3d 615, 645-46 (E.D. La. 2015). In its Petition, the plaintiff Levee Board "characterize[d]

[22] Whether private landowners are third-party beneficiaries of CUPs is a pure issue of law that should be settled on a no cause of action exception.

. . . the dredging permits at issue as 'contracts' between Defendants and the United States Army Corps of Engineers" and sought to enforce those permits as an alleged third-party beneficiary. *Id.* at 645. The court dismissed the Levee Board's breach of contract claim, finding the Levee Board "cite[d] no authority . . . for the proposition that the third party beneficiary doctrine applies outside of a contractual relationship." *Id.* The court explained that, because "[c]ourts have consistently held that neither a permit nor a license are contracts, . . . the [c]ourt [could] not find that the dredging permits at issue constitute[d] contracts, such that the third party beneficiary doctrine [would be] applicable."[23] *Id.* & n.259 (collecting cases). The Levee Board chose not to appeal the dismissal of this claim. *See Bd. of Comm'rs of Se. La. Flood Prot. Auth.-E. v. Tenn. Gas Pipeline Co., LLC*, No. 15-30162, at x n.2 (5th Cir. May 20, 2015) (Brief of Appellant) ("The Authority does not appeal the dismissal of [the breach of contract] cause of action.").[24]

Plaintiffs here assert the same argument the plaintiffs originally attempted in the *Levee Board Case*: they characterize CUPs as "contracts" between Defendants and the State of Louisiana and asserts that, as landowners, they are third-party beneficiaries of those permits. But no court has ever found that CUPs are enforceable as contracts under a third-party beneficiary theory. To the contrary, under governing authority from the Louisiana Supreme Court, permits issued by governmental authorities are not contracts and, therefore, cannot be enforced via a breach-of-contract cause of action. Plaintiffs' cause of action for breach of contract must be dismissed as a matter of law.

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[23] Authorities from other jurisdictions are in accord. For example, in *Candelaria v. BC General Contractors, Inc.*, 600 N.W.2d 348, 356 (Mich. Ct. App. 1999), the Court of Appeals of Michigan held that a plaintiff could not maintain a third-party beneficiary claim against a holder of a state permit because the permit "was not a contract, but rather a grant of permission," and for a third-party beneficiary to enforce a promise, it must be made by way of a contract. Similarly, in *See also Chance Mgmt., Inc. v. South Dakota*, 97 F.3d 1107, 1119 (8th Cir. 1996) ("Public licensure is not generally contractual in nature: a license neither grants the licensee a property right nor creates a mutual obligation."); *Lichterman v. Pickwick Pines Marina, Inc.*, 2010 WL 1709980, at *2 (N.D. Miss. Apr. 23, 2010) (defining a license as "[a] permit, granted by an appropriate governmental body, generally for a consideration, to a person, firm or corporation to pursue some occupation or to carry on some business subject to regulation under the police power. A license is not a contract between the [granting governmental body] and the licensee, but is a mere personal permit."); *Shaw v. Cty. of San Diego*, 2005 WL 1654996, at *6 n.7 (Cal. Ct. App. July 15, 2005) ("To the extent Shaw is alleging a claim for breach of contract based on the County's issuance of either the grading permit or the improvement permit, we conclude that such a claim fails as a matter of law because a permit is not a contract."); *In re Pyramid Co. of Onondaga v. N.Y.S. Dep't of Labor*, 223 A.D.2d 285, 288 (N.Y. 1996), *superseded by statute on other grounds* (holding that permits for road construction are not contracts and "merely grant petitioner a right to access the State highway under prescribed terms and conditions"); *California Pub. Interest Research Grp. v. Shell Oil Co.*, 840 F. Supp. 712, 716 (N.D. Cal. 1993) ("A NPDES permit is not a contract; rather it is a legally enforceable rule drafted by a regulatory agency.").

[24] Exhibit G.

B. Plaintiffs are not intended third-party beneficiaries of CUPs.

In nearly a century of federal and state permitting authority under a host of environmental statutes and regulations, no Louisiana court has ever found that a landowner was a third-party beneficiary of a permit issued for oil and gas activities. Even assuming for the sake of argument that a state permit could be considered a contract, parties like Plaintiffs could constitute, at most, *incidental* beneficiaries who lack legal authority to sue for alleged permit violations.

The Louisiana Supreme Court has articulated three criteria to be considered in determining whether a party stipulated a benefit for a third party: "1) the stipulation for a third party is manifestly clear; 2) there is certainty as to the benefit provided the third party; and 3) the benefit is not a mere incident of the contract between the promisor and the promisee." *Joseph*, 939 So. 2d at 1212. The Court emphasized that, when applying these criteria, the court must "ultimately rely on the words of [La. Civ. Code] Article 1978 that the contract must 'stipulate a benefit for a third person.'" *Id.* (quoting La. Civ. Code art. 1978).

"The most basic requirement of a stipulation *pour autrui* is that the contract manifest a ***clear intention to benefit the third party***; absent such a clear manifestation, a party claiming to be a third party beneficiary cannot meet his burden of proof." *Id.* at 1212 (emphasis added) (citing *Paul v. La. State Emps. Grp. Benefit Program*, 99-0897, pp. 7-8 (La. App. 1 Cir. 5/12/00); 762 So. 2d 136, 141–42). "[T]o establish a stipulation *pour autrui*, ***the third-party relationship must form the consideration for a condition of the contract, and the benefit may not be merely incidental to the contract.***" *Paul*, 762 So. 2d at 140 (emphasis added) (citing *Concept Design, Inc. v. J.J. Krebs & Sons, Inc.*, 96–1295, p. 5 (La. App. 4th Cir. 3/19/97); 692 So. 2d 1203, 1205–06). A party may "derive a benefit from a contract to which he is not a party without being a third party beneficiary." *Joseph*, 939 So. 2d at 1214. In such circumstances, "any benefit created by the contract in favor of the [third party] [is] only incidental." *Id.* Courts have described this as a requirement that the contract was made to discharge a legal obligation that the promisee owed to the third-party beneficiary. *See id.*

Here, Plaintiffs do not and cannot identify any permit provision that reflects any intent (much less the requisite "clear intent") to benefit Plaintiffs. Every CUP file listed in the Petition reflects an application from an operator to the DNR for a permit to conduct an activity along the

coast. Plaintiffs are not even mentioned in the CUPs they seek to enforce. Because a stipulation for the benefit of a third party must be "***manifestly clear***," *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267, p. 50 (La. 10/25/11); 79 So. 3d 246, 283 (emphasis added), Plaintiffs' inability to point to any manifestation of such intent in any CUP is fatal to their claim. Plaintiffs are simply *one* of *countless* third parties who might claim a generalized interest in coastal erosion. Where the performance of a contract creates an indeterminate benefit that accrues to the population at large, the benefit is only incidental and the beneficiaries have no right to enforce the contract. *See id.*; *Joseph*, 939 So. 2d at 1214. Plaintiffs' contention that they are third-party beneficiaries of CUPs is meritless.

Courts in Louisiana and elsewhere have consistently rejected claims similar to those of Plaintiffs. As explained, the plaintiff in the *Levee Board Case* asserted a breach-of-contract claim nearly identical to Plaintiffs' cause of action here. In dismissing the Levee Board's contract claim, the federal district court held not only that permits are not enforceable contracts, but also that "[e]ven if the permits were construed as contracts . . . [the Levee Board] ha[d] not and [could] not establish that it [was] an intended third party beneficiary under the terms of the permits." 88 F. Supp. 3d at 645–46. As is the case here, the Levee Board "[did] not poin[t] to any language within the permits that it was intended to benefit from the contract." *Id.* at 646. Instead, the court found that "the permits ... were issued for the purpose of complying with federal regulatory schemes," and that "any benefit that might flow to Plaintiff pursuant to the permits is merely incidental." *Id.* On appeal, the Levee Board did not challenge this holding. The relevant facts here are indistinguishable: irrespective whether Plaintiffs benefitted from CUPs issued to Defendants and other permittees, Plaintiffs are merely *incidental beneficiaries* of the state coastal management regime without standing to enforce CUPs as contracts.

Similarly, in *City of Shreveport v. Gulf Oil Corporation* (a case that, unlike this one, involved an actual contract), the City of Shreveport brought an action against Gulf Oil Company alleging that Gulf failed to provide gasoline to the city pursuant to a contract between Gulf and the State of Louisiana, thereby damaging the city. 431 F. Supp. 1, 1 (W.D. La. 1975), *aff'd*, 551 F.2d 93 (5th Cir. 1977). The court found the contract provided "some benefit" to the city: in a time of serious inflation and energy shortage, Shreveport could purchase its fuel needs at a

modest cost when compared to the market price. *Id.* at 4. But "[t]he contract was not made to obtain discharge of any legal obligation owed by the State to Shreveport . . . [and] the advantage which would accrue to the City would not beneficially affect the State." *Id.* Thus, the advantage to Shreveport was "an easily seen . . . incidental benefit," that was legally insufficient to create a third-party beneficiary relationship. *Id.* at 5.

The Louisiana Supreme Court in *Joseph* relied on *City of Shreveport* to reject third-party beneficiary claims made by a group of doctors for breach of a contract between a hospital and a provider of anesthesia services. 939 So.2d at 1208–09. As in *City of Shreveport*, the court concluded that "there is no obligation owed by the Hospital to the individual doctors which will be discharged by performance of the contract because the contract provides no direct benefit to the doctors." *Id.* at 1214. The same is true here: because the permits listed in the Petition were not issued to discharge a legal obligation that the State owed the private landowner plaintiffs, private landowner plaintiffs are at most incidental beneficiaries. The *Joseph* court emphasized that "not every promise, performance of which may be advantageous to a third person, will create in him an actionable right. The problem is to separate the cases where an advantage has been stipulated from those where the advantage relied upon is merely an incident of the contract between the parties." *Id.* at 1212–13 (quoting J. Denson Smith, *Third Party Beneficiaries in Louisiana: The Stipulation Pour Autrui*, 11 TULANE L. REV. 18, 28 (1936)).

Just like plaintiff in the *Levee Board Case*, Plaintiffs here invite the Court "to erase the legal distinction between intended and incidental beneficiaries, which would create numerous third-party beneficiaries under the so-called contracts." *See* 88 F. Supp. 3d at 646 & n.266 (citing *Kane Enters. v. MacGregor (USA) Inc.*, 322 F.3d 371, 376 (5th Cir. 2003)). The Court should decline Plaintiffs' invitation, grant the exception of no cause of action, and dismiss Count 5 of Plaintiffs' Petition.

CONCLUSION

The Court should order Plaintiffs to amend the Petition to state with particularity the facts that form the basis of their claims. Further, because the CUPs identified in Exhibit C are not contracts, and because Plaintiffs are not intended third-party beneficiaries of those CUPs, the

Court should grant Chevron Defendants' exception of no cause of action and dismiss Count 5 of Plaintiffs' Petition.

Respectfully submitted,
KEAN MILLER LLP

Charles S. McCowan III (#19699)
trey.mccowan@keanmiller.com
Pamela R. Mascari (#25162)
pam.mascari@keanmiller.com
II City Plaza
400 Convention St., Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

KEAN MILLER LLP
Michael R. Phillips (#21020)
mike.phillips@keanmiller.com
Claire E. Juneau (#33209)
claire.juneau@keanmiller.com
909 Poydras, Suite 3600
New Orleans, LA 70112
Telephone: (504) 585-3050
Facsimile: (504) 585-3951

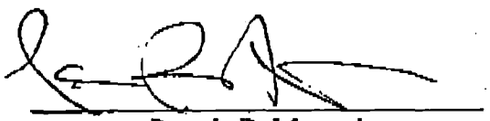
-and-

SUSMAN GODFREY L.L.P.
Eric J. Mayer (#14184)
emayer@susmangodfrey.com
Alexandra White (#29478)
lwhite@susmangodfrey.com
Johnny Carter (#37985)
jcarter@susmangodfrey.com
1000 Louisiana Street, Suite 5100
Houston, Texas 77002-5096
Telephone: (713) 651-9366
Facsimile: (713) 654-6666

Attorneys for Defendant Chevron U.S.A. Inc. and Chevron U.S.A. Holdings

CERTIFICATE OF SERVICE

I certify that on August 16, 2019, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.



Pamela R. Mascari

FILED
AUG 16 2013
Sandra L. Mondella
DEPUTY CLERK
FAX

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.LC., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

EXCEPTIONS ON BEHALF OF CHEVRON DEFENDANTS

Defendants, Chevron U.S.A. Inc. in its individual capacity (and as alleged successor to The California Company and Gulf Oil Corporation) and Chevron U.S.A. Holdings Inc. (as alleged successor to Getty Oil Company and Texaco Inc.) (collectively "Chevron Defendants"), except to Plaintiffs' First Supplemental and Amending Petition for Damages ("Petition") as follows and as set forth in the accompanying memorandum.

DILATORY EXCEPTION OF VAGUENESS AND/OR AMBIGUITY AND FAILURE TO COMPLY WITH ARTICLE 891 OF LOUISIANA CODE OF CIVIL PROCEDURE

1.

Pursuant to Louisiana Code of Civil Procedure article 926, the Chevron Defendants assert that Plaintiffs' Petition is impermissibly vague and ambiguous and fails to comply with Louisiana Code of Civil Procedure article 891.

2.

The Chevron Defendants assert the dilatory exception of vagueness and/or ambiguity pursuant to Louisiana Code of Civil Procedure article 926(A)(5) on the grounds the Petition filed in this matter makes vague, collective allegations against nine Defendants, without providing even the most basic information about the Plaintiffs' claims or the complained of activities of

Defendants. The Petition's excessive vagueness prevents the Chevron Defendants from properly forming a response and preparing a defense in this matter.

3.

The Chevron Defendants also assert the dilatory exception of nonconformity of the Petition with the requirements of Louisiana Code of Civil Procedure article 891 pursuant to Louisiana Code of Civil Procedure article 926(A)(4). The Petition does not "contain a short, clear and concise statement of all causes of action arising out of, and of the material facts of, the transaction or occurrence that is the subject matter of the litigation," as required by article 891.

PEREMPTORY EXCEPTION OF NO CAUSE OF ACTION REGARDING COUNT 5: "BREACH OF CONTACT - THIRD PARTY BENEFICIARY" CLAIMS

4.

Pursuant to article 927 of the Louisiana Code of Civil Procedure, the Chevron Defendants assert the peremptory exception of no cause of action as to Count 5 of Plaintiffs' Petition, entitled "Breach of Contract – Third Party Beneficiary."

5.

In Count 5 of Plaintiffs' Petition Plaintiffs allege the Chevron Defendants "breached" various Louisiana-issued coastal use permits ("CUPs").

6.

Even though permits are not contracts under Louisiana law, and even though Plaintiffs are not mentioned in the CUPs, Plaintiffs claim they are somehow third-party beneficiaries to the CUPs.

7.

Because CUPs are not contracts as a matter of law, and because Plaintiffs are not intended beneficiaries of the CUPs, Plaintiffs cannot pursue a breach of contract claim premised on alleged violations of the CUPs. Accordingly, Plaintiffs' third-party beneficiary claim should be dismissed.

ADOPTION OF OTHER EXCEPTIONS

8.

The Chevron Defendants adopt, under Article 853 of the Louisiana Code of Civil Procedure, any and all exceptions pled by any and all Defendants herein, to the extent those exceptions apply to the Chevron Defendants. Additionally, the Chevron Defendants reserve the right to urge any additional exceptions based upon facts uncovered through discovery.

RULE 9.8 STATEMENT

9.

Pursuant to Uniform Local Rule of Court 9.8(a), the Chevron Defendants state that this matter is not presently set for trial and give notice that they do not intend to introduce testimony at the hearing in support of the foregoing exceptions. The Chevron Defendants reserve the right to introduce testimony upon proper notice to Plaintiffs.

WHEREFORE, Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. pray that their exceptions be granted and that the Plaintiffs' claims be dismissed at Plaintiffs' cost.

Respectfully submitted,
KEAN MILLER LLP

Charles S. McCowan III (#19699)
trey.mccowan@keanmiller.com
Pamela R. Mascari (#25162)
pam.mascari@keanmiller.com
II City Plaza
400 Convention St., Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

KEAN MILLER LLP
Michael R. Phillips (#21020)
mike.phillips@keanmiller.com
Claire E. Juneau (#33209)
claire.juneau@keanmiller.com
909 Poydras, Suite 3600
New Orleans, LA 70112
Telephone: (504) 585-3050
Facsimile: (504) 585-3951

-and-

SUSMAN GODFREY L.L.P.
Eric J. Mayer (#14184)
emayer@susmangodfrey.com
Alexandra White (#29478)
lwhite@susmangodfrey.com
Johnny Carter (#37985)
jcarter@susmangodfrey.com
1000 Louisiana Street, Suite 5100
Houston, Texas 77002-5096
Telephone: (713) 651-9366
Facsimile: (713) 654-6666

Attorneys for Defendants Chevron U.S.A. Inc. and Chevron U.S.A. Holdings

CERTIFICATE OF SERVICE

I certify that on August 16, 2019, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.

Pamela R. Mascari

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-798 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

RULE TO SHOW CAUSE

Considering the foregoing exceptions filed on behalf of Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. (collectively "Chevron Defendants");

IT IS HEREBY ORDERED, that Plaintiffs show cause on the ____ day of _____, 2019, at __:____.m., why the Chevron Defendants' exceptions should not be granted.

This ____ day of _____, 2019, _____, Louisiana.

_____

DISTRICT COURT JUDGE

Please serve Plaintiffs' counsel:
Gladstone N. Jones, III
Eberhard D. Garrison
Kevin E. Huddell
Emma Elizabeth Antin Daschbach
Bernard E. Boudreaux, Jr.
Andrew K. Jacoby
Rose Murray
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: PAMELA R MASCARI
KEAN MILLER LLP
II CITY PLAZA
400 CONVENTION ST, STE 700
BATON ROUGE, , LA 70802

VIA FAX: 225-388-9133

THIS IS TO CERTIFY that a EXCEPTION, MEMO, EXHIBITS was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 284 total pages were received and marked filed on August 16, 2019 in the above captioned matter.
Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Monday, August 19, 2019.

Jandi L. Gondella

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. ***Within seven days****, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $1400 PAYABLE TO THE CLERK AND $30.00 PAYABLE TO NEW ORLEANS SHERIFF

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

FILED

MAR 26 2018

DY. CLERK

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

ORDER

CONSIDERING THE MOTION TO CONTINUE THE STATUS CONFERENCE filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the telephonic status conference currently set for March 27, 2018, at 10:00 a.m., is continued and shall be reset by Motion filed by any party.

THUS DONE AND SIGNED this 26th day of March, 2018, in Belle Chasse, Louisiana.

DISTRICT COURT JUDGE

PLEASE SERVE:

Defendant, Hilcorp Energy Company
Through Counsel:
Richard E. Sarver
Craig Isenberg
Barrasso, Usdin, Kupperman, Freeman & Sarver, LLC
909 Poydras Street, 24th Floor
New Orleans, LA 70112

Defendant, Chevron U.S.A. Inc.
Defendant, Chevron U.S.A. Holdings, Inc.
Through Counsel:
L. Victor Gregoire
Pamela R. Mascari
Kean Miller, LLP
II City Plaza
400 Convention Street, Ste 700
Baton Rouge, LA 70802

Michael R. Phillips
Claire E. Juneau
Kean Miller, LLP
909 Poydras St, Ste 3600
New Orleans, LA 70112

Eric J. Mayer
Alexandra G. White
Susman Godfrey, LLP
1000 Louisiana Street, Ste 5100
Houston, TX 77002

Defendant, Tennessee Gas Pipeline Company, LLC
Through Counsel:
Deborah D. Kuchler
Sarah E. Iiams
Michele Hale DeShazo
Kuchler Polk Weiner, LLC
1615 Poydras Street, Ste 1300
New Orleans, LA 70112

Defendant, BP America Production Company
Through Counsel:
Joe B. Norman
Kelly Brechtel Becker
Liskow & Lewis
701 Poydras Street, Ste 5000
New Orleans, LA 70139-5099

George Arceneaux, III
Liskow & Lewis
822 Harding Street
P.O. Box 52008
Lafayette, LA 70505

Nancy G. Milburn
Arnold & Porter Kaye Scholer
250 W 55th Street
New York, NY 10019-9710

Matthew T. Heartney
Arnold & Porter Kaye Scholer
777 South Figueroa St, 44th Floor
Los Angeles, CA 90017-5844

Defendant, The Louisiana Land & Exploration Company, LLC
Through Counsel:
Deborah D. Kuchler
Sarah E. Iiams
Michele Hale DeShazo
Kuchler Polk Weiner, LLC
1615 Poydras Street, Ste 1300
New Orleans, LA 70112

Defendant, ConocoPhillips Company
Through Counsel:
Deborah D. Kuchler
Sarah E. Iiams
Michele Hale DeShazo
Kuchler Polk Weiner, LLC
1615 Poydras Street, Ste 1300
New Orleans, LA 70112

Defendant, Anadarko E&P Onshore, LLC
Through Counsel:
Deborah D. Kuchler
Sarah E. Iiams
Michele Hale DeShazo
Kuchler Polk Weiner, LLC
1615 Poydras Street, Ste 1300
New Orleans, LA 70112

Defendant, Mosaic Global Holdings, Inc.
Through Counsel:
Carl D. Rosenblum
Covert J. Geary
Alida C. Hainkel
Lauren C. Mastio
Jones Walker, LLP
201 St. Charles Avenue, 49th Floor
New Orleans, LA 70170-5100

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED: _____ _____
DEPUTY CLERK

FILED
MAR 23 2018
DY. CLERK

MOTION TO CONTINUE STATUS CONFERENCE

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas, who respectfully move this Honorable Court to continue the Telephonic Status Conference in this matter, currently set for March 27, 2018, at 10:00 a.m., in order to resolve issues with defense counsel related to discovery, responsive pleadings, and related litigation. Defendants have no objection to this request for continuance.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02019)
Kevin E. Huddell (#26930)
Eberhard D. Garrison (#22058)
Emma Elizabeth Antin Daschbach (#27358)
John T. Arnold (#31601)
Lindsay E. Reeves (#32703)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

James R. Swanson (#18455)
Benjamin D. Reichard (#31933)
Lance C. McCardle (#29971)
E. Blair Schilling (#35308)
Fishman Haygood, LLP
201 St. Charles Avenue, Suite 4600
New Orleans, LA 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo, III (#21793)
Turner D. Brumby (#33519)
Veron, Bice, Palermo & Wilson, LLC
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 21st day of March, 2018.

Eberhard D. Garrison

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504-523-2508

THIS IS TO CERTIFY that a MOTION & ORDER was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 7 total pages were received and marked filed on March 21, 2018 in the above captioned matter.
Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Thursday, March 22, 2018.

Edward E/S

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

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C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $750.00

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

FAX

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C. AND MOSAIC GLOBAL HOLDINGS INC.

FILED

MAR 21 2018

DY. CLERK

FILED: _____ _____

DEPUTY CLERK

MOTION TO CONTINUE STATUS CONFERENCE

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas, who respectfully move this Honorable Court to continue the Telephonic Status Conference in this matter, currently set for March 27, 2018, at 10:00 a.m., in order to resolve issues with defense counsel related to discovery, responsive pleadings, and related litigation. Defendants have no objection to this request for continuance.

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Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
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Facsimile: (504) 523-2508

James R. Swanson (#18455)
Benjamin D. Reichard (#31933)
Lance C. McCardle (#29971)
E. Blair Schilling (#35308)
Fishman Haygood, LLP
201 St. Charles Avenue, Suite 4600
New Orleans, LA 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo, III (#21793)
Turner D. Brumby (#33519)
Veron, Bice, Palermo & Wilson, LLC
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 21st day of March, 2018.

Eberhard D. Garrison

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

FAX

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____

DEPUTY CLERK

ORDER

CONSIDERING THE MOTION TO CONTINUE THE STATUS CONFERENCE filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that the telephonic status conference currently set for March 27, 2018, at 10:00 a.m., is continued and shall be reset by Motion filed by any party.

THUS DONE AND SIGNED this _____ day of _____, 2018, in Belle Chasse, Louisiana.

_____

DISTRICT COURT JUDGE

PLEASE SERVE:

Defendant, Hilcorp Energy Company
Through Counsel:
Richard E. Sarver
Craig Isenberg
Barrasso, Usdin, Kupperman, Freeman & Sarver, LLC
909 Poydras Street, 24th Floor
New Orleans, LA 70112

Defendant, Chevron U.S.A. Inc.
Defendant, Chevron U.S.A. Holdings, Inc.
Through Counsel:
L. Victor Gregoire
Pamela R. Mascari
Kean Miller, LLP
II City Plaza
400 Convention Street, Ste 700
Baton Rouge, LA 70802

Michael R. Phillips
Claire E. Juneau
Kean Miller, LLP
909 Poydras St, Ste 3600
New Orleans, LA 70112

Eric J. Mayer
Alexandra G. White
Susman Godfrey, LLP
1000 Louisiana Street, Ste 5100
Houston, TX 77002

Defendant, Tennessee Gas Pipeline Company, LLC
Through Counsel:
Deborah D. Kuchler
Sarah E. Iiams
Michele Hale DeShazo
Kuchler Polk Weiner, LLC
1615 Poydras Street, Ste 1300
New Orleans, LA 70112

Defendant, BP America Production Company
Through Counsel:
Joe B. Norman
Kelly Brechtel Becker
Liskow & Lewis
701 Poydras Street, Ste 5000
New Orleans, LA 70139-5099

George Arceneaux, III
Liskow & Lewis
822 Harding Street
P.O. Box 52008
Lafayette, LA 70505

Nancy G. Milburn
Arnold & Porter Kaye Scholer
250 W 55th Street
New York, NY 10019-9710

Matthew T. Heartney
Arnold & Porter Kaye Scholer
777 South Figueroa St, 44th Floor
Los Angeles, CA 90017-5844

Defendant, The Louisiana Land & Exploration Company, LLC
Through Counsel:
Deborah D. Kuchler
Sarah E. Iiams
Michele Hale DeShazo
Kuchler Polk Weiner, LLC
1615 Poydras Street, Ste 1300
New Orleans, LA 70112

Defendant, ConocoPhillips Company
Through Counsel:
Deborah D. Kuchler
Sarah E. Iiams
Michele Hale DeShazo
Kuchler Polk Weiner, LLC
1615 Poydras Street, Ste 1300
New Orleans, LA 70112

Defendant, Anadarko E&P Onshore, LLC
Through Counsel:
Deborah D. Kuchler
Sarah E. Iiams
Michele Hale DeShazo
Kuchler Polk Weiner, LLC
1615 Poydras Street, Ste 1300
New Orleans, LA 70112

Defendant, Mosaic Global Holdings, Inc.
Through Counsel:
Carl D. Rosenblum
Covert J. Geary
Alida C. Hainkel
Lauren C. Mastio
Jones Walker, LLP
201 St. Charles Avenue, 49th Floor
New Orleans, LA 70170-5100

JONES, SWANSON, HUDDELL & GARRISON, L.L.C.
Pan-American Life Center
601 Poydras Street
Suite 2655
New Orleans, LA 70130

Telephone: (504) 523-2500
Facsimile: (504) 523-2508

FAX

DATE:	**3/21/18**
TO:	**Hon. Kim Turlich-Vaughan, Clerk of Court**
FAX NUMBER:	**504-297-5195**
FROM:	**Cheryl Berner**
REF/FILE NO:	**Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al. Docket No. 61-798, Division "B" Our File No. CF 636**
COMMENTS:	**Please fax file the attached in the above referenced case. Thank you.**

Number of pages including cover sheet: 7

Original to follow: **YES** **NO** **X**

If there are any problems with receipt of this transmission, please call (504) 523-2500.

This facsimile transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. The information is intended solely for the use of the individual or entity named above.

JONES
SWANSON
HUDDELL &
GARRISON LLC®

Cheryl A. Berner
cberner@jonesswanson.com

March 21, 2018

FAX

Via Fax (504) 297-5195
The Honorable Kim Turlich-Vaughan
Clerk of Court
P. O. Box 40
Belle Chasse, LA 70037

RE: ***Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.***
25th JDC, Parish of Plaquemines, No. 61-798, Div "B"
Our File No.: CF 636

Dear Ms. Turlich-Vaughan:

Enclosed please find Plaintiff's *Motion to Continue Status Conference,* which we are requesting be FAX FILED into the record of the above-captioned matter.

Please advise of the costs of filing, including the costs for fax filing and as well as service. We will remit payment along with the original within the time delays allowed by law.

Please feel free to contact me if you have any questions at (504) 523-2500. With best regards, I remain

Very truly yours,

Cheryl A. Berner
Paralegal/Legal Assistant

/cab
Enclosures

cc: All Counsel of Record (via email)

03/22/2018 10:00
Serial No. A5YN017004157
TC: 429966

Addressee	Start Time	Time	Prints	Result	Note
95232508	03-22 09:59	00:00:24	001/001	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504-523-2508

THIS IS TO CERTIFY that a MOTION & ORDER was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 7 total pages were received and marked filed on March 21, 2018 in the above captioned matter.
Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Thursday, March 22, 2018.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850. Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. Within seven days, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $750.00

[FILED COPY]

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

***Case:* 00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504.523.2508

THIS IS TO CERTIFY that a MOTION & ORDER was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 7 total pages were received and marked filed on March 21, 2018 in the above captioned matter.
Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Wednesday, March 21, 2018.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

*B. **Within seven days**, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $1000 $23.36 TO SHERIFF OF EBR

[FILED COPY]

03/21/2018 16:13
Serial No. A5YN017004157
TC: 429914

Addressee	Start Time	Time	Prints	Result	Note
95232508	03-21 16:12	00:00:27	001/001	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,
DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC,
FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SO:Special Original,
FCODE:F-Code, RTX:Re-Tx, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax,
IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over,
POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error,
DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,
DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504.523.2508

THIS IS TO CERTIFY that a MOTION & ORDER was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 7 total pages were received and marked filed on March 21, 2018 in the above captioned matter.
Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Wednesday, March 21, 2018.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. Within seven days, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $1000 $23.36 TO SHERIFF OF EBR

[FILED COPY]

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, ET AL

VERSUS

HILCORP ENERGY COMPANY, ET AL

FILED
MAR 14 2018
DY. CLERK

FILED: _____ _____
DEPUTY CLERK OF COURT

REQUEST FOR NOTICE

Pursuant to Articles 1571 and 1572 of the Louisiana Code of Civil Procedure, Defendant, Mosaic Global Holdings Inc. ("Mosaic"), requests written notice of the date set for trial of the above-captioned case and of the dates set for hearing of any pleadings, exceptions, motions, rules, orders, default judgments, judgments, interlocutory decrees, and any and all other formal proceedings herein, at least ten (10) days prior to the trial or hearing date.

Mosaic also requests immediate notice of the signing of all orders or judgments, whether interlocutory or final, made or rendered in this case upon the rendition thereof as provided by Articles 1913 and 1914 of the Louisiana Code of Civil Procedure, including notice of judgment in the event that this case be taken under advisement or if the judgment is not signed at the conclusion of the trial.

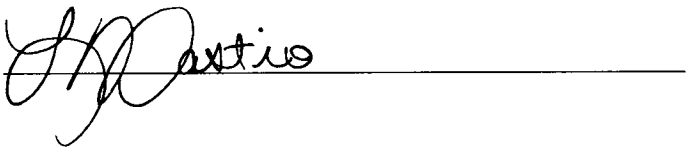
Respectfully submitted,

CARL D. ROSENBLUM, T.A. (#02083)
COVERT J. GEARY (#14280)
ALIDA C. HAINKEL (#24114)
LAUREN C. MASTIO (#33077)
Jones Walker LLP
201 St. Charles Ave., 49th Floor
New Orleans, Louisiana 70170-5100
Telephone: (504) 582-8296
Facsimile: (504) 589-8296
crosenblum@joneswalker.com
cgeary@joneswalker.com
ahainkel@joneswalker.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon all known counsel of record by placing a copy of the same in the United States mail, postage prepaid and properly addressed, and/or by hand delivery, and/or by email transmission.

New Orleans, Louisiana, this 13th day of March, 2018.



NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MOSAIC GLOBAL HOLDINGS INC
THROUGH REGISTERED AGENT
CT CORPORATION SYSTEM INC
1010 DALE ST N
ST PAUL MN 55117-05603

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: CHEVRON USA INC
THROUGH REGISTERED AGENT
ANGIE WANG
C/O CHEVRON TEXACO
P O BOX 6028
SAN RAMON CA 94583-0728

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: ANADARKO E & P OFFSHORE LLC
THROUGH REGISTERED AGENT
CT CORPORATION SYSTEM
3867 PLAZA TOWER DR
BATON ROUGE LA 70816

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: CONOCO PHILLIPS COMPANY
THROUGH REGISTERED AGENT
UNITED STATES CORPORATION CO
501 LOUISIANA AVE
BATON ROUGE LA 70802

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: THE LOUISIANA LAND & EXPLORATION CO LLC
THROUGH REGISTERED AGENT
CORPORATION SERVICE CO
501 LOUISIANA AVE
BATON ROUGE LA 70802

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: BP AMERICA PRODUCTION CO
THROUGH REGISTERED AGENT
CT CORPORATION SYSTEM
3867 PLAZA TOWER DR
BATON ROUGE LA 70816

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: TENNESSEE GAS PIPELINE CO LLC
THROUGH REGISTERED AGENT
CAPITOL CORPORATE SERVICES INC
8550 UNITED PLAZA BUILDING II
SUITE 305
BATON ROUGE LA 70809

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: CHEVRON USA INC
THROUGH REGISTERED AGENT
THE PRENTICE-HALL CORPORATION SYSTEM INC
501 LOUISIANA AVE
BATON ROUGE LA 70802

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: HILCORP ENERGY COMPANY
THROUGH REGISTERED AGENT
CT CORPORATION SYSTEM
3867 PLAZA TOWER DR
BATON ROUGE LA 70816

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: S JACOB BRAUD
BALLAY BRAUD & COLON PLC
8114 HWY 23 SUITE 101
BELLE CHASSE LA 70037

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: J MICHAEL VERON
VERON BICE PALERMO & WILSON LLC
721 KIRBY ST
P O BOX 2125
LAKE CHARLES LA 70602

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: JAMES R SWANSON
FISHMAN HAYGOOD LLP
201 ST CHARLES AVE SUITE 4600
NEW ORLEANS LA 70170

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Judy Hodnett

Deputy Clerk of Court

FOOTERAREA

NOTICE OF TELEPHONE STATUS CONFERENCE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Parish of Plaquemines

YOU ARE HEREBY NOTIFIED that the above numbered and captioned case has been fixed for TELEPHONE STATUS CONFERENCE on MARCH 27, 2018 at 10:00 A.M., all as set out in a certified copy which is attached hereto and made a part hereof.

WITNESS THE HONORABLE JUDGES of said Court on this the 2ND day of MARCH, 2018.

Filed By: KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFFS

Kim Turlich-Vaughan
Clerk of Court

Judy Hardick

Deputy Clerk of Court

FOOTERAREA

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED

FILED:_____ _____

DEPUTY CLERK

MAR 02 2018

Judy Hodnett

DEPUTY CLERK

ORDER

CONSIDERING THE MOTION FOR A Telephone **STATUS CONFERENCE** filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that a Telephone status conference with counsel for all Parties in this matter is set for the 27th day of March, 2018, at 10:00 a.m./p.m.

Movers shall initiate call to 504-934-6733.

THUS DONE AND SIGNED this 2nd day of March, 2018, in Belle Chasse, Louisiana.

_____

DISTRICT COURT JUDGE

PLEASE SERVE: via certified mail as per Bryan Doyle

Defendant, Hilcorp Energy Company
Through Registered Agent:
C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

Defendant, Chevron U.S.A. Inc.
Through Registered Agent:
The Prentice-Hall Corporation System, Inc.
501 Louisiana Avenue
Baton Rouge, LA 80802

Defendant, Tennessee Gas Pipeline Company, LLC
Through Registered Agent:
Capitol Corporate Services, Inc.
8550 United Plaza Building II
Suite 305
Baton Rouge, LA 80809

Defendant, BP America Production Company
Through Registered Agent:
C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

Defendant, The Louisiana Land & Exploration Company, LLC
Through Registered Agent:
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

Defendant, ConocoPhillips Company
Through Registered Agent:
United States Corporation Company
501 Louisiana Avenue
Baton Rouge, LA 70802

Defendant, Anadarko E&P Onshore, LLC
Through Registered Agent:
C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

PREPARE CITATIONS FOR LONG ARM SERVICE ON THE FOLLOWING: via certified mail

Defendant, Chevron U.S.A. Holdings, Inc. (VIA LONG ARM SERVICE)
Through Registered Agent:
Angie Wang
c/o ChevronTexaco
P.O. Box 6028
San Ramon, CA 94583-0728

Defendant, Mosaic Global Holdings, Inc. (VIA LONG ARM SERVICE)
Through Registered Agent:
C T Corporation System, Inc.
1010 Dale Street N
St. Paul, MN 5511705603

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C. AND MOSAIC GLOBAL HOLDINGS INC.

FILED

MAR 01 2018

DY. CLERK

FILED:_____

DEPUTY CLERK

MOTION TO SET STATUS CONFERENCE

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas, who respectfully request that this Honorable Court set a status conference in this matter so that the parties can obtain a Scheduling Order to establish discovery deadlines.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02019)
Kevin E. Huddell (#26930)
Eberhard D. Garrison (#22058)
Emma Elizabeth Antin Daschbach (#27358)
John T. Arnold (#31601)
Lindsay E. Reeves (#32703)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

James R. Swanson (#18455)
Benjamin D. Reichard (#31933)
Lance C. McCardle (#29971)
E. Blair Schilling (#35308)
Fishman Haygood, LLP
201 St. Charles Avenue, Suite 4600
New Orleans, LA 70170

Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo, III (#21793)
Turner D. Brumby (#33519)
Veron, Bice, Palermo & Wilson, LLC
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 27th day of February, 2018.

Kevin E. Huddell

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504.523.2508

THIS IS TO CERTIFY that a MOTION TO SET STATUS CONF W/ ORDER was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 6 total pages were received and marked filed on February 27, 2018 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Tuesday, February 27, 2018.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. ***Within seven days****, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $200 (THERE IS MONEY ON DOCKET) $188.24 TO SHERIFF OF EAST BATON ROUGE

FOOTERAREA

02/27/2018 15:06
Serial No. A5YN017004157
TC: 422579

Addressee	Start Time	Time	Prints	Result	Note
95232508	02-27 15:06	00:00:27	001/001	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, ATX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

VIA FAX: 504.523.2508

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Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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REMIT $200 (THERE IS MONEY ON DOCKET) $188.24 TO SHERIFF OF EAST BATON ROUGE

[FILED COPY]

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

FAX

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C. AND MOSAIC GLOBAL HOLDINGS INC.

FILED
FEB 27 2018
DY. CLERK

FILED:_____
DEPUTY CLERK

MOTION TO SET STATUS CONFERENCE

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas, who respectfully request that this Honorable Court set a status conference in this matter so that the parties can obtain a Scheduling Order to establish discovery deadlines.

Respectfully submitted,

Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02019)
Kevin E. Huddell (#26930)
Eberhard D. Garrison (#22058)
Emma Elizabeth Antin Daschbach (#27358)
John T. Arnold (#31601)
Lindsay E. Reeves (#32703)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras Street, Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

James R. Swanson (#18455)
Benjamin D. Reichard (#31933)
Lance C. McCardle (#29971)
E. Blair Schilling (#35308)
Fishman Haygood, LLP
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Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo, III (#21793)
Turner D. Brumby (#33519)
Veron, Bice, Palermo & Wilson, LLC
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P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Hwy 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record by electronic mail and/or by placing a copy of same in the U.S. Mail, postage prepaid and properly addressed, this 27th day of February, 2018.

Kevin E. Huddell

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

FAX

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.

FILED:_____ _____
DEPUTY CLERK

ORDER

CONSIDERING THE MOTION FOR A STATUS CONFERENCE filed by Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas,

IT IS HEREBY ORDERED that a status conference with counsel for all Parties in this matter is set for the _____ day of _____, 2018, at _____ a.m./p.m.

THUS DONE AND SIGNED this _____ day of _____, 2018, in Belle Chasse, Louisiana.

_____
DISTRICT COURT JUDGE

PLEASE SERVE:

Defendant, Hilcorp Energy Company
Through Registered Agent:
C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

Defendant, Chevron U.S.A. Inc.
Through Registered Agent:
The Prentice-Hall Corporation System, Inc.
501 Louisiana Avenue
Baton Rouge, LA 80802

Defendant, Tennessee Gas Pipeline Company, LLC
Through Registered Agent:
Capitol Corporate Services, Inc.
8550 United Plaza Building II
Suite 305
Baton Rouge, LA 80809

Defendant, BP America Production Company
Through Registered Agent:
C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

Defendant, The Louisiana Land & Exploration Company, LLC
Through Registered Agent:
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

Defendant, ConocoPhillips Company
Through Registered Agent:
United States Corporation Company
501 Louisiana Avenue
Baton Rouge, LA 70802

Defendant, Anadarko E&P Onshore, LLC
Through Registered Agent:
C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

PREPARE CITATIONS FOR LONG ARM SERVICE ON THE FOLLOWING:

Defendant, Chevron U.S.A. Holdings, Inc. (VIA LONG ARM SERVICE)
Through Registered Agent:
Angie Wang
c/o ChevronTexaco
P.O. Box 6028
San Ramon, CA 94583-0728

Defendant, Mosaic Global Holdings, Inc. (VIA LONG ARM SERVICE)
Through Registered Agent:
C T Corporation System, Inc.
1010 Dale Street N
St. Paul, MN 5511705603

JONES SWANSON HUDDELL & GARRISON L.L.C.

Bryan P. Doyle
bdoyle@jonesswanson.com

February 27, 2018

FAX

Via Fax (504) 297-5195
The Honorable Kim Turlich-Vaughan
Clerk of Court
P. O. Box 40
Belle Chasse, LA 70037

RE: ***Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.***
25th JDC, Parish of Plaquemines, No. 61-798, Div "B"
Our File No.: CF 636

Dear Ms. Turlich-Vaughan:

Enclosed please find a Plaintiff's Motion to Set Status Conference which we are requesting be fax filed into the record of the above-captioned matter. Please advise of the costs of filing, including the costs for fax filing and as well as service preparation of Long Arm Citations. We will remit payment along with the original within the time delays allowed by law.

Please feel free to contact me if you have any questions.

Sincerely,

Bryan P. Doyle

BPD/gr

Enclosures

cc: All Counsel of Record
All Registered Agents

JONES, SWANSON, HUDDELL & GARRISON, L.L.C.
Attorneys at Law
Pan-American Life Center
601 Poydras Street, Suite 2655
New Orleans, LA 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

FAX

DATE: February 27, 2018

TO: Hon. Kim Turlich-Vaughan 504-297-5195
Clerk of Court

FROM: Bryan P. Doyle

RE: *Charles W. Fasterling, et al. v. Hilcorp Energy Company, et al.*
Case NO. ~~61-926~~, 25th JDC, Parish of Plaquemines
Our File No.: CF 636

61-798B

Comments: Please see attached Motion to Set Status Conference.

Number of pages including cover sheet: 6

Original to follow: Yes *X* No

If there are any problems with receipt of this transmission, please call (504) 523-2500.

This facsimile transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. The information is intended solely for the use of the individual or entity named above.

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-978 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, MOSAIC GLOBAL HOLDINGS INC.

FILED
OCT 27 2017
DY. CLERK

FILED: _____
DEPUTY CLERK

ORDER

CONSIDERING THE FOREGOING;

IT IS HEREBY ORDERED that T Ewell E. Eagan, Jr., Terrence K. Knister and J. Douglas Rhorer of the law firm of Gordon, Arata, McCollam, Duplantis & Eagan, LLC and Lawrence G. Acker, Patrick O. Daugherty and Michael Diamond of the law firm of Van Ness Feldman, LLP as counsel of record for Tennessee Gas Pipeline Company, L.L.C. be and the same are hereby withdrawn as counsel of record for Defendant, Tennessee Gas Pipeline Company, L.L.C.

IT IS FURTHER ORDERED that Deborah D. Kuchler (Louisiana Bar Roll Number 17013), Robert E. Guidry (Louisiana Bar Roll Number 28064), Sarah E. Iiams (Louisiana Bar Roll Number 22418), and Michele Hale DeShazo (Louisiana Bar Roll Number 29893) of the law firm of Kuchler Polk Weiner LLC, 1615 Poydras Street, Suite 1300, New Orleans, Louisiana 70112 as counsel of record for Tennessee Gas Pipeline Company, L.L.C. in this proceeding.

Belle Chasse, Louisiana this 27th day of October, 2017.

JUDGE

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, MOSAIC GLOBAL HOLDINGS INC.

FILED

FILED:_____ _____

DEPUTY CLERK OCT 26 2017

DEPUTY CLERK

MOTION TO WITHDRAW AND SUBSTITUTE COUNSEL OF RECORD

NOW INTO COURT, through undersigned counsel, comes Defendant, Tennessee Gas Pipeline Company, L.L.C., who respectfully moves to withdraw Ewell E. Eagan, Jr., Terrence K. Knister and J. Douglas Rhorer of the law firm of Gordon, Arata, McCollam, Duplantis & Eagan, LLC and Lawrence G. Acker, Patrick O. Daugherty and Michael Diamond of the law firm of Van Ness Feldman, LLP as counsel of record for Tennessee Gas Pipeline Company, L.L.C. and substitute Deborah D. Kuchler (Louisiana Bar Roll Number 17013), Robert E. Guidry (Louisiana Bar Roll Number 28064), Sarah E. Iiams (Louisiana Bar Roll Number 22418), and Michele Hale DeShazo (Louisiana Bar Roll Number 29893) of the law firm of Kuchler Polk Weiner LLC, 1615 Poydras Street, Suite 1300, New Orleans, Louisiana 70112 as counsel of record for Tennessee Gas Pipeline Company, L.L.C. in this proceeding.

Respectfully submitted,

Gordon, Arata, McCollam, Duplantis & Eagan, LLC

Ewell E. Eagan, Jr. (La. # 5239)
Terrence K. Knister (La. # 7755)
J. Douglas Rhorer (La. # 34052)
201 St. Charles Avenue, 40th Floor
New Orleans, Louisiana 70170-4000
Telephone: (504) 582-1115
Facsimile: (504) 582-1121

AND

Lawrence G. Acker (D.C. # 217299)
Patrick O. Daugherty (D.C. # 981008)
Michael Diamond (D.C. # 1008437)
Van Ness Feldman, LLP
1050 Thomas Jefferson St., NW
Washington DC 20007-3877
Telephone: (202) 298-1800
Facsimile: (202) 338-2416

Respectfully submitted,

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
T. 504-592-0691
F. 504-592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for Tennessee Gas Pipeline Company, L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing document has been forwarded to all counsel of record by electronic mail and/or by placing same in the United States mail, postage prepaid, and property addressed on this 25th day of October, 2017.

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

Docket # 61-798 Division "B"

CHARLES W. FASTERLING, ET AL

vs.

HILCORP ENERGY COMPANY, ET AL

FILED
MAR 28 2017
DY. CLERK

FILED: _____ DEPUTY CLERK: _____

ORDER

CONSIDERING the foregoing motion:

IT IS ORDERED that the Motion and Order to Withdraw and Enroll Counsel of Record is removed from the court record.

Belle Chasse, Louisiana, this 28th day of March, 2017.

JUDGE

2651313-1

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

Docket # 61-798 Division "B"

CHARLES W. FASTERLING, ET AL

vs.

HILCORP ENERGY COMPANY, ET AL

FILED: _____ DEPUTY CLERK: _____

MOTION AND ORDER TO WITHDRAW
AND ENROLL COUNSEL OF RECORD

NOW INTO COURT, through undersigned counsel, come Tennessee Gas Pipeline Company, L.L.C. and Southern Natural Gas Company, which hereby move the Court for an order withdrawing Ewell E. Eagan, Jr., Terrence K. Knister and Kelly Dussel Perrier of Gordon, Arata, McCollam, Duplantis and Eagan, LLC as counsel of record, and enrolling Richard D. McConnell, Jr., Bar Roll No. 29973, Samuel O. Lumpkin, Bar Roll No. 35213, and Tyler Moore Kostal, all of the law firm of Kean Miller LLP, II City Plaza, 400 Convention Street, Suite 700, P.O. Box 3513, Baton Rouge, Louisiana 70821, as counsel of record in this case.

Respectfully submitted:

Ewell E. Eagan, Jr. (La. # 5239)
Terrence K. Knister (La. # 7755)
Kelly Dussel Perrier (La # 32634)
Gordon, Arata, McCollam, Duplantis & Eagan, LLC
201 St. Charles Avenue, 40th Floor
New Orleans, Louisiana 70170-4000
Telephone: (504) 582-1111
Facsimile: (504) 582-1121

FILED
MAR 20 2017
DY. CLERK

and

Richard D. McConnell, Jr. (#29973)
Samuel O. Lumpkin (#35213)
KEAN MILLER LLP
400 Convention Street, Suite 700
P. O. Box 3513 (70821-3513)

2651171-1

EXHIBIT
tabbies
A

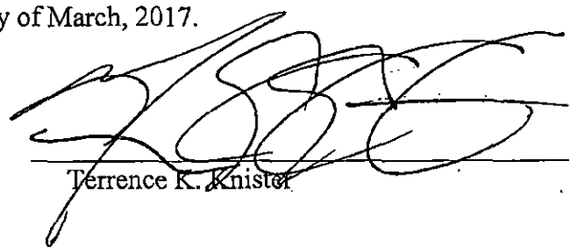
Baton Rouge, LA 70802
Telephone: (225) 387-0999
richard.mcconnell@keanmiller.com
sam.lumpkin@keanmiller.com

Tyler Moore Kostal (#33289)
KEAN MILLER LLP
First Bank and Trust Tower
909 Poydras St., Suite 3600
New Orleans, LA 70112
Telephone: (504) 585-3050
tyler.kostal@keanmiller.com

Attorneys for Tennessee Gas Pipeline Company, L.L.C. and Southern Natural Gas Company

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record via email, facsimile, hand-delivery and/or First Class United States Mail, properly addressed and postage prepaid, on this 23RD day of March, 2017.



Terrence K. Knister

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

Docket # 61-798 Division "B"

CHARLES W. FASTERLING, ET AL

vs.

HILCORP ENERGY COMPANY, ET AL

FILED: _____ DEPUTY CLERK: _____

ORDER

CONSIDERING the foregoing motion:

IT IS ORDERED that Ewell E. Eagan, Jr., Terrence K. Knister and Kelly Dussel Perrier of Gordon, Arata, McCollam, Duplantis and Eagan, LLC be removed as counsel of record for Tennessee Gas Pipeline Company, L.L.C. and Southern Natural Gas Company in this case.

IT IS FURTHER ORDERED that Richard D. McConnell, Jr., Bar Roll No. 29973, Samuel O. Lumpkin, Bar Roll No. 35213, and Tyler Moore Kostal, Bar Roll No. 33289, of the law firm of Kean Miller LLP, II City Plaza, 400 Convention Street, Suite 700, P.O. Box 3513, Baton Rouge, Louisiana 70821, be enrolled as counsel of record for Tennessee Gas Pipeline Company, L.L.C. and Southern Natural Gas Company in this case.

Belle Chasse, Louisiana, this _____ day of _____, 2017.

_____

JUDGE

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

Docket # 61-798 Division "B"

CHARLES W. FASTERLING, ET AL

vs.

HILCORP ENERGY COMPANY, ET AL

FILED
MAR 27 2017
DY. CLERK

FILED: _____ DEPUTY CLERK:_____

MOTION AND ORDER TO WITHDRAW
THE MOTION AND ORDER TO WITHDRAW
AND ENROLL COUNSEL OF RECORD

NOW INTO COURT, comes Terrence K. Knister, who hereby moves the Court for an order to withdraw the Motion and Order to Withdraw and Enroll Counsel of Record which was fax filed Thursday, March 23, 2017, a copy which is attached as Exhibit "A". The Motion to Withdraw and Enroll Counsel was erroneously filed in this matter.

Respectfully submitted:

Ewell E. Eagan, Jr. (La. # 5239)
Terrence K. Knister (La. # 7755)
Kelly Dussel Perrier (La # 32634)
Gordon, Arata, Montgomery, Barnett, McCollam, Duplantis & Eagan, LLC
201 St. Charles Avenue, 40th Floor
New Orleans, Louisiana 70170-4000
Telephone: (504) 582-1111
Facsimile: (504) 582-1121

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record via email, facsimile, hand-delivery and/or First Class United States Mail, properly addressed and postage prepaid, on this 23RD day of March, 2017.

Terrence K. Knister

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: **00061798**
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: TERRENCE K KNISTER
GORDON ARATA MCCOLLAM DUPLANTIS & EAGAN LLC
201 ST CHARLES AVE 40TH FLOOR
NEW ORLEANS, LA 70170

VIA FAX: 504.582.1121

THIS IS TO CERTIFY that a MOTION/ORDER TO WITHDRAW THE MOTION/ORDER TO W/DRAW & ENROLL COUNSEL was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 6 total pages were received and marked filed on March 23, 2017 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Thursday, March 23, 2017.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. ***Within seven days****, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $80.00

FOOTERAREA

03/23/2017 16:43
Serial No. A5YN017004157
TC: 307864

Addressee	Start Time	Time	Prints	Result	Note
95821121	03-23 16:42	00:00:53	001/001	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, CONT: Continue, NO ANS: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: TERRENCE K KNISTER
GORDON ARATA MCCOLLAM DUPLANTIS & EAGAN LLC
201 ST CHARLES AVE 40TH FLOOR
NEW ORLEANS, LA 70170

VIA FAX: 504.582.1121

THIS IS TO CERTIFY that a MOTION/ORDER TO WITHDRAW THE MOTION/ORDER TO W/DRAW & ENROLL COUNSEL was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 6 total pages were received and marked filed on March 23, 2017 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Thursday, March 23, 2017.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. Within seven days, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $80.00

[FILED COPY]

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

Docket # 61-798 Division "B"

CHARLES W. FASTERLING, ET AL

vs.

HILCORP ENERGY COMPANY, ET AL

FAX FILED MAR 23 2017 DY. CLERK

FILED: _____ DEPUTY CLERK: _____

MOTION AND ORDER TO WITHDRAW
THE MOTION AND ORDER TO WITHDRAW
AND ENROLL COUNSEL OF RECORD

NOW INTO COURT, comes Terrence K. Knister, who hereby moves the Court for an order to withdraw the Motion and Order to Withdraw and Enroll Counsel of Record which was fax filed Thursday, March 23, 2017, a copy which is attached as Exhibit "A". The Motion to Withdraw and Enroll Counsel was erroneously filed in this matter.

Respectfully submitted:

Ewell E. Eagan, Jr. (La. # 5239)
Terrence K. Knister (La. # 7755)
Kelly Dussel Perrier (La # 32634)
Gordon, Arata, Montgomery, Barnett, McCollam, Duplantis & Eagan, LLC
201 St. Charles Avenue, 40th Floor
New Orleans, Louisiana 70170-4000
Telephone: (504) 582-1111
Facsimile: (504) 582-1121

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record via email, facsimile, hand-delivery and/or First Class United States Mail, properly addressed and postage prepaid, on this 23RD day of March, 2017.

Terrence K. Knister

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

Docket # 61-798 Division "B"

CHARLES W. FASTERLING, ET AL

vs.

HILCORP ENERGY COMPANY, ET AL

FILED: _____ DEPUTY CLERK: _____

ORDER

CONSIDERING the foregoing motion:

IT IS ORDERED that the Motion and Order to Withdraw and Enroll Counsel of Record is removed from the court record.

Belle Chasse, Louisiana, this _____ day of _____, 2017.

_____
JUDGE

GORDON ARATA MONTGOMERY BARNETT

201 St. Charles Ave., 40th Floor
New Orleans, LA 70170
(504) 582-1111 · Facsimile: (504) 582-1121

FACSIMILE TRANSMISSION

TO:	Hon. Kim Turlich-Vaughan	**FROM:**	Terrence K. Knister
COMPANY:	Plaquemines Parish Clerk of Court	**SENDER:**	Helen W. Diebold
COMPANY PHONE #:	504-297-5180	**DATE:**	March 23, 2017
COMPANY FAX #:	504-297-5195	**TIME:**	11:38 AM
CLIENT:	6157	**MATTER:**	33603
ORIGINAL WILL BE MAILED:	Yes ☒ via Federal Express No ☐		
PAGES:	10	**AMOUNT:**	_____ BOOKKEEPING USE ONLY

SPECIAL INSTRUCTIONS:

Please see attached.

CONFIDENTIALITY NOTICE: This facsimile transmission (and the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. It is intended only for use by the person(s) to whom it is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution of or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone to arrange for the return of the documents.

GORDON ARATA MONTGOMERY BARNETT

Terrence K. Knister
(504) 569-1865
tknister@gordonarata.com
Member
Admitted in Louisiana and Mississippi

201 St. Charles Avenue, 40th Floor
New Orleans, Louisiana 70170-4000
(504) 582-1111 · Fax (504) 582-1121
www.gordonarata.com

March 23, 2017

Ref. 6157-33603

VIA FACSIMILE – 504-297-5195
& FEDERAL EXPRESS

Hon. Kim Turlich-Vaughan
Clerk of Court
Attention: Civil Filing
25th Judicial District Court
Parish of Plaquemines
301 Main Street
Belle Chasse, LA 70037

Re: *Charles W. Fasterling, et al vs. Hilcorp Energy Company, et al*
25th Judicial District Court, for the Parish of Plaquemines
CA No. 61798

Dear Sir or Madam:

Attached for filing is Southern Natural Gas Company's Motion to Withdraw the Motion and Order to Withdraw and Enroll Counsel of Record which we ask that it be fax filed into the above referenced record. The original will be forwarded along with two copies *via* Federal Express. Upon receipt of your fax filing confirmation sheet, we will include our firm's check to cover the filing and fax fees in the Federal Express package. Please return a file stamped copy in the enclosed self-addressed envelope.

Should you have any questions, please do not hesitate to call me. Thank you for your assistance.

Very truly yours,

Terrence K. Knister

TKK/hwd
Enclosures

2651329-1

cc: Richard McConnell, Jr., Esq. (via email transmission only – with attachments)
Samuel O. Lumpkin, Esq. (via email transmission only – with attachments)
Tyler Moore Kostal, Esq. (via email transmission only – with attachments)
All Counsel listed on record (via email transmission only– with attachments)

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: TERRENCE K KNISTER
GORDON ARATA MCCOLLAM DUPLANTIS & EAGAN LLC
201 ST CHARLES AVE 40TH FLOOR
NEW ORLEANS, LA 70170

VIA FAX: 504.582.1121

THIS IS TO CERTIFY that a MOTION & ORDER TO W/DRAW & ENROLL COUNSEL was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 6 total pages were received and marked filed on MARCH 23, 2017 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Thursday, March 23, 2017.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

*B. **Within seven days**, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:*

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $ 50.00

[FILED COPY]

TX Result Report

P 1
03/23/2017 13:49
Serial No. A5YN017004157
TC: 307636

Addressee	Start Time	Time	Prints	Result	Note
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Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, CONT: Continue, NO ANS: No Answer, Refuse: Receipt Refused, Busy: Busy, M-FULL:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

FACSIMILE RECEIPT CERTIFICATE

FASTERLING ET AL, CHARLES W

Versus

HILCORP ENERGY COMPANY ET AL - ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: TERRENCE K KNISTER
GORDON ARATA MCCOLLAM DUPLANTIS & EAGAN LLC
201 ST CHARLES AVE 40TH FLOOR
NEW ORLEANS, LA 70170

VIA FAX: 504.582.1121

THIS IS TO CERTIFY that a MOTION & ORDER TO W/DRAW & ENROLL COUNSEL was transmitted by facsimile from your office to the Plaquemines Parish Clerk of Courts fax line 504-297-5195 and 6 total pages were received and marked filed on MARCH 23, 2017 in the above captioned matter.

Thus done and signed at Belle Chasse, Plaquemines Parish, Louisiana, on Thursday, March 23, 2017.

Deputy Clerk of Court for
Kim Turlich-Vaughan, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Louisiana R.S. 13:850.Facsimile transmission; filings in civil actions; fees; equipment and supplies

A. Any paper in a civil action may be filed with the court by facsimile transmission. All clerks of court shall make available for their use equipment to accommodate facsimile filing in civil actions. Filing shall be deemed complete at the time that the facsimile transmission is received and a receipt of transmission has been transmitted to the sender by the clerk of court. The facsimile when filed has the same force and effect as the original.

B. Within seven days, exclusive of legal holidays, after the clerk of court has received the transmission, the party filing the document shall forward the following to the clerk:

(1) The original signed document.

(2) The applicable filing fee, if any.

(3) A transmission fee of five dollars.

C. If the party fails to comply with the requirements of Subsection B, the facsimile filing shall have no force or effect. The various district courts may provide by court rule for other matters related to filings by facsimile transmission.

REMIT $ 50.00

[FILED COPY]

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

Docket # 61-798 Division "B"

CHARLES W. FASTERLING, ET AL

VS.

HILCORP ENERGY COMPANY, ET AL

FAX
FILED
MAR 23 2017
DY. CLERK

FILED: _____ DEPUTY CLERK: _____

MOTION AND ORDER TO WITHDRAW
AND ENROLL COUNSEL OF RECORD

NOW INTO COURT, through undersigned counsel, come Tennessee Gas Pipeline Company, L.L.C. and Southern Natural Gas Company, which hereby move the Court for an order withdrawing Ewell E. Eagan, Jr., Terrence K. Knister and Kelly Dussel Perrier of Gordon, Arata, McCollam, Duplantis and Eagan, LLC as counsel of record, and enrolling Richard D. McConnell, Jr., Bar Roll No. 29973, Samuel O. Lumpkin, Bar Roll No. 35213, and Tyler Moore Kostal, all of the law firm of Kean Miller LLP, II City Plaza, 400 Convention Street, Suite 700, P.O. Box 3513, Baton Rouge, Louisiana 70821, as counsel of record in this case.

Respectfully submitted:

Ewell E. Eagan, Jr. (La. # 5239)
Terrence K. Knister (La. # 7755)
Kelly Dussel Perrier (La # 32634)
Gordon, Arata, McCollam, Duplantis & Eagan, LLC
201 St. Charles Avenue, 40th Floor
New Orleans, Louisiana 70170-4000
Telephone: (504) 582-1111
Facsimile: (504) 582-1121

and

Richard D. McConnell, Jr. (#29973)
Samuel O. Lumpkin (#35213)
KEAN MILLER LLP
400 Convention Street, Suite 700
P. O. Box 3513 (70821-3513)

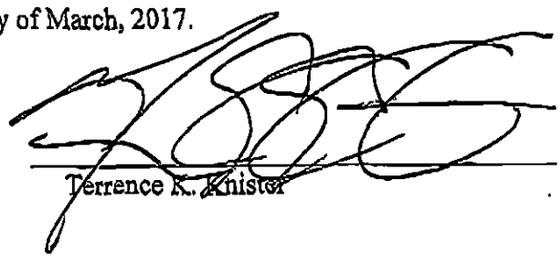
Baton Rouge, LA 70802
Telephone: (225) 387-0999
richard.mcconnell@keanmiller.com
sam.lumpkin@keanmiller.com

Tyler Moore Kostal (#33289)
KEAN MILLER LLP
First Bank and Trust Tower
909 Poydras St., Suite 3600
New Orleans, LA 70112
Telephone: (504) 585-3050
tyler.kostal@keanmiller.com

Attorneys for Tennessee Gas Pipeline Company, L.L.C. and Southern Natural Gas Company

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served on all counsel of record via email, facsimile, hand-delivery and/or First Class United States Mail, properly addressed and postage prepaid, on this 23RD day of March, 2017.



Terrence K. Knister

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

Docket # 61-798 Division "B"

CHARLES W. FASTERLING, ET AL

vs.

HILCORP ENERGY COMPANY, ET AL

FILED: _____ DEPUTY CLERK: _____

ORDER

CONSIDERING the foregoing motion:

IT IS ORDERED that Ewell E. Eagan, Jr., Terrence K. Knister and Kelly Dussel Perrier of Gordon, Arata, McCollam, Duplantis and Eagan, LLC be removed as counsel of record for Tennessee Gas Pipeline Company, L.L.C. and Southern Natural Gas Company in this case.

IT IS FURTHER ORDERED that Richard D. McConnell, Jr., Bar Roll No. 29973, Samuel O. Lumpkin, Bar Roll No. 35213, and Tyler Moore Kostal, Bar Roll No. 33289, of the law firm of Kean Miller LLP, II City Plaza, 400 Convention Street, Suite 700, P.O. Box 3513, Baton Rouge, Louisiana 70821, be enrolled as counsel of record for Tennessee Gas Pipeline Company, L.L.C. and Southern Natural Gas Company in this case.

Belle Chasse, Louisiana, this _____ day of _____, 2017.

_____

JUDGE

GORDON ARATA MONTGOMERY BARNETT

201 St. Charles Ave., 40th Floor
New Orleans, LA 70170
(504) 582-1111 · Facsimile: (504) 582-1121

FACSIMILE TRANSMISSION

TO:	Hon. Kim Turlich-Vaughan	**FROM:**	Terrence K. Knister
COMPANY:	Plaquemines Parish Clerk of Court	**SENDER:**	Helen W. Diebold
COMPANY PHONE #:	504-297-5180	**DATE:**	March 23, 2017
COMPANY FAX #:	504-297-5195	**TIME:**	9:46 AM
CLIENT:	6157	**MATTER:**	33603
ORIGINAL WILL BE MAILED:	Yes ☒ via Federal Express No ☐		
PAGES:	6	**AMOUNT:**	_____ BOOKKEEPING USE ONLY

SPECIAL INSTRUCTIONS:

Please see attached.

CONFIDENTIALITY NOTICE: This facsimile transmission (and the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. It is intended only for use by the person(s) to whom it is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution of or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone to arrange for the return of the documents.

GORDON ARATA MONTGOMERY BARNETT

Terrence K. Knister
(504) 569-1865
tknister@gordonarata.com
Member
Admitted in Louisiana and Mississippi

201 St. Charles Avenue, 40th Floor
New Orleans, Louisiana 70170-4000
(504) 582-1111 · Fax (504) 582-1121
www.gordonarata.com

March 23, 2017

Ref. 6157-33603

VIA FACSIMILE – 504-297-5195
& FEDERAL EXPRESS

Hon. Kim Turlich-Vaughan
Clerk of Court
Attention: Civil Filing
25th Judicial District Court
Parish of Plaquemines
301 Main Street
Belle Chasse, LA 70037

Re: *Charles W. Fasterling, et al vs. Hilcorp Energy Company, et al*
25th Judicial District Court, for the Parish of Plaquemines
CA No. 61798

Dear Sir or Madam:

Attached for filing is Tennessee Gas Pipeline Company, L.L.C. and Southern Natural Gas Company's Motion and Order to Withdraw and Enroll Counsel of Record which we ask that it be fax filed into the above referenced record. The original will be forwarded along with two copies *via* Federal Express. Upon receipt of your fax filing confirmation sheet, we will include our firm's check to cover the filing and fax fees in the Federal Express package. Please return a file stamped copy in the enclosed self-addressed envelope.

Should you have any questions, please do not hesitate to call me. Thank you for your assistance.

Very truly yours,

Terrence K. Knister

TKK/hwd
Enclosures

2651224-1

cc: Richard McConnell, Jr., Esq. (via email transmission only – with attachments)
Samuel O. Lumpkin, Esq. (via email transmission only – with attachments)
Tyler Moore Kostal, Esq. (via email transmission only – with attachments)
All Counsel listed on record (via email transmission only– with attachments)

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

FASTERLING, ET AL

VERSUS

HILCORP ENERGY CORP., ET AL

FILED
MAR 17 2017
DEPUTY CLERK DY. CLERK

FILED: _____

ORDER

Considering the foregoing Motion to Withdraw and Substitute Counsel of Record;

IT IS ORDERED that, Leigh Ann Schell, Louisiana Bar Roll Number 19811, is hereby withdrawn as counsel of record for Defendant, Anadarko E&P Onshore LLC, and that Michele Hale DeShazo, Louisiana Bar Roll Number 29893, of the law firm of Kuchler Polk Weiner, LLC, 1615 Poydras Street, Suite 1300, New Orleans, Louisiana 70112, be enrolled as additional counsel of record for Anadarko E&P Onshore LLC in this proceeding.

IT IS FURTHER ORDERED that Deborah D. Kuchler (Louisiana Bar Roll Number 17013), Robert E. Guidry (Louisiana Bar Roll Number 28064), Sarah E. Iiams (Louisiana Bar Roll Number 22418), and Michele Hale DeShazo (Louisiana Bar Roll Number 29893) receive notice in this proceeding as counsel of record for Anadarko E&P Onshore LLC.

Belle Chasse, Louisiana this 17th day of March, 2017.

JUDGE, MICHAEL D. CLEMENT

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES
STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

FASTERLING, ET AL

VERSUS

HILCORP ENERGY CORP., ET AL

FILED

MAR 17 2017

FILED: _____ _____
DEPUTY CLERK DY. CLERK

ORDER

Considering the foregoing Motion to Withdraw and Substitute Counsel of Record;

IT IS ORDERED that Leigh Ann Schell, Louisiana Bar Roll Number 19811, is hereby withdrawn as counsel of record for Defendants, ConocoPhillips Company and The Louisiana Land and Exploration Company LLC, and that Michele Hale DeShazo, Louisiana Bar Roll Number 29893, of the law firm of Kuchler Polk Weiner, LLC, 1615 Poydras Street, Suite 1300, New Orleans, Louisiana 70112 be enrolled as additional counsel of record for ConocoPhillips Company and The Louisiana Land and Exploration Company LLC in this proceeding.

IT IS FURTHER ORDERED that Deborah D. Kuchler (Louisiana Bar Roll Number 17013), Robert E. Guidry (Louisiana Bar Roll Number 28064), Sarah E. Iiams (Louisiana Bar Roll Number 22418), and Michele Hale DeShazo (Louisiana Bar Roll Number 29893) receive notice in this proceeding as counsel of record for ConocoPhillips Company and The Louisiana Land and Exploration Company LLC.

Belle Chasse, Louisiana this 17th day of March, 2017.

JUDGE, MICHAEL D. CLEMENT

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES
STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

FASTERLING, ET AL

VERSUS

HILCORP ENERGY CORP., ET AL

FILED
MAR 16 2017
DY CLERK

FILED: _____ _____
DEPUTY CLERK

MOTION TO WITHDRAW AND
SUBSTITUTE ADDITIONAL COUNSEL OF RECORD

NOW INTO COURT, through undersigned counsel, come Defendants, ConocoPhillips Company and The Louisiana Land and Exploration Company LLC, who respectfully move to withdraw Leigh Ann Schell, and substitute Michele Hale DeShazo, Louisiana Bar Roll Number 29893, of the law firm of Kuchler Polk Weiner, LLC, 1615 Poydras Street, Suite 1300, New Orleans, Louisiana 70112, as additional counsel of record for ConocoPhillips Company and The Louisiana Land and Exploration Company LLC in this proceeding.

WHEREFORE, Defendants, ConocoPhillips Company and The Louisiana Land and Exploration Company LLC, respectfully request that the Court: (1) grant the Motion to Withdraw Leigh Ann Schell as counsel of record; (2) that Michele Hale DeShazo be enrolled as additional counsel of record; and (3) that Deborah D. Kuchler (Louisiana Bar Roll Number 17013), Robert E. Guidry (Louisiana Bar Roll Number 28064), Sarah E. Iiams (Louisiana Bar Roll Number 22418), and Michele Hale DeShazo (Louisiana Bar Roll Number 29893) receive notice in this proceeding as counsel of record for ConocoPhillips Company and The Louisiana Land and Exploration Company LLC.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Respectfully submitted,

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
T. 504-592-0691
F. 504-592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for ConocoPhillips Company and Louisiana Land and Exploration Company LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon all known counsel of record via e-mail, facsimile and/or United States mail, postage prepaid and properly addressed on this 16th day of March, 2017.

ROBERT E. GUIDRY

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION "B"**

FASTERLING, ET AL

VERSUS

HILCORP ENERGY CORP., ET AL

FILED

MAR 16 2017

DY. CLERK

FILED: _____ _____

DEPUTY CLERK

MOTION TO WITHDRAW AND
SUBSTITUTE ADDITIONAL COUNSEL OF RECORD

NOW INTO COURT, through undersigned counsel, comes Defendant, Anadarko E&P Onshore LLC, who respectfully moves to withdraw Leigh Ann Schell, Louisiana Bar Roll Number 19811, and substitute Michele Hale DeShazo, Louisiana Bar Roll Number 29893, of the law firm of Kuchler Polk Weiner, LLC, 1615 Poydras Street, Suite 1300, New Orleans, Louisiana 70112, as additional counsel of record for Anadarko E&P Onshore LLC in this proceeding.

WHEREFORE, Defendant, Anadarko E&P Onshore LLC, respectfully requests that the Court: (1) grant the Motion to Withdraw Leigh Ann Schell as counsel of record; (2) that Michele Hale DeShazo be enrolled as additional counsel of record; and (3) that Deborah D. Kuchler (Louisiana Bar Roll Number 17013), Robert E. Guidry (Louisiana Bar Roll Number 28064), Sarah E. Iiams (Louisiana Bar Roll Number 22418), and Michele Hale DeShazo (Louisiana Bar Roll Number 29893) receive notice in this proceeding as counsel of record for Anadarko E&P Onshore LLC.

Respectfully submitted,

KUCHLER POLK WEINER, LLC

Deborah D. Kuchler, T.A. (#17013)
Robert E. Guidry (#28064)
Sarah E. Iiams (#22418)
Michele Hale DeShazo (#29893)
1615 Poydras Street, Suite 1300
New Orleans, LA 70112
T. 504-592-0691
F. 504-592-0697
Email: dkuchler@kuchlerpolk.com
rguidry@kuchlerpolk.com
siiams@kuchlerpolk.com
mdeshazo@kuchlerpolk.com

Counsel for Anadarko E&P Onshore LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon all known counsel of record via e-mail, facsimile and/or United States mail, postage prepaid and properly addressed on this 16th day of March, 2017.

ROBERT E. GUIDRY

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
OFFICE OF THE CLERK

WILLIAM W. BLEVINS
CLERK

500 POYDRAS ST., ROOM C-151
NEW ORLEANS, LA 70130

May 29, 2015

Clerk
25th Judicial District Court
Parish of Plaquemines
P.O. Box 40
Belle Chasse, LA 70037

RE: CHARLES W. FASTERLING, ET AL
v.
HILCORP ENERGY COMPANY, ET AL
Civil Action No. 15-629, J (3)
Your No. 61-~~00978~~ 798

Dear Sir:

I am enclosing herewith a certified copy of an order entered by this court on May 29, 2015 remanding the above-entitled case to your court.

Very truly yours,

WILLIAM W. BLEVINS, CLERK

By: Stephanie Hall
Deputy Clerk

Enclosure

FILED
JUN 02 2015
DY. CLERK

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

CHARLES FASTERLING, ET AL	CIVIL ACTION
VERSUS	NO: 15-629
HILCORP ENERGY COMPANY, ET AL	SECTION: J(3)

ORDER AND REASONS

Before the Court is a *Motion to Remand* (**Rec. Doc. 20**) filed by Plaintiffs, Charles Fasterling, et al ("Plaintiffs"), an *Opposition* thereto (**Rec. Doc. 38**) by Defendants, Hilcorp Energy Company, et al ("Defendants"), and Plaintiffs' *Reply* (**Rec. Doc. 45**). Having considered the motion, the parties' submissions, the record, and the applicable law, the Court finds, for the reasons expressed below, that the motion should be **GRANTED**.

This matter is one of a number of lawsuits removed to this Court, commonly known as the "Oil Patch Cases." The arguments for remand set forth by the parties in this matter are nearly identical to those presented in *Borne v. Chevron U.S.A. Holdings, Inc., et al*, No. 15-631. Due to the vast similarities between *Borne* and the matter at hand, the Court fully adopts the reasoning set forth in its previous Order remanding the *Borne* matter. (*Borne*, Rec. Doc. 49).

In this matter, Defendants also argue that general maritime law provides a basis for federal jurisdiction because Plaintiffs have not specifically requested a jury trial. Because Plaintiffs have informed the Court that they intend to request a jury, and the time to do so has not yet run, Defendants' argument on this subject is rendered moot.

Moreover, despite Defendants' allegations that OCSLA jurisdiction provides a basis for removal of this matter, they have provided the Court with no additional arguments to distinguish the present circumstances from those in *Borne*.

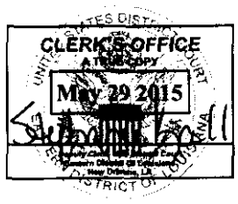
CONCLUSION

Accordingly,

IT IS HEREBY ORDERED that Plaintiffs' *Motion to Remand* (**Rec. Doc. 22**) is **GRANTED**.

IT IS FURTHER ORDERED that the Oral Argument on this motion, currently scheduled for June 3, 2015, is **CANCELLED**.

New Orleans, Louisiana this 29th day of May, 2015.



CARL J. BARBIER

UNITED STATES DISTRICT JUDGE

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL, ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Service of: *(XX) (7) Citations; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; ( ) Rule; ( ) Judgment ( ) Other:

Party Served: *ANDARKO E&P ONSHORE LLC*
HILCORP ENERGY COMPANY
TENNESSEE GAS PIPELINE COMPANY LLC
BP AMERICA PRODUCTION COMPANY
THE LOUISIANA LAND & EXPLORATION COMPANY LLC
CONOCOPHILLIPS COMPANY
CHEVRON USA INC

Date of Service: *3/3/15 (7)*

Type of Service: *(XX) (7) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

_____
Deputy Clerk

FOOTERAREA

CITATION 151 FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: CHEVRON USA INC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
THE PRENTICE-HALL CORP SYSTEM
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the 3 *day of* Mar, *20* 15 *and on the* 3 *day of* Mar, *20____ served the above named party as follows:*

Personal Service *on the party herein named* Prentice Corp System.

Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____ 1814
Deputy Sheriff

FILED
MAR 13 2015
DY. CLERK

DATED
MAR 2 2015

[FILED COPY]

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798*** C
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: CONOCOPHILLIPS COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
UNITED STATES CORPORATION COMPANY
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

MAR 03 2015
I made service on the named party through the United States Corporation Co.
by tendering a copy of this document to
☐ JEANNINE SCHUTTE ☐ PAULA GLASER ☐ JARY CLAFLIN
E. Cummins
Deputy Sheriff, Parish of East Baton Rouge, Louisiana

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FILED
MAR 13 2015
DY. CLERK

[FILED COPY]

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of ~~Louisiana~~

To: THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CORPORATION SERVICE COMPANY
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

MAR 03 2015

I made service on the named party through the Corporation Services by tendering a copy of this document to PAULA CLASER JEANNINE SCHUTTE

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20_____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____
Deputy Sheriff

Mileage $_____

Total $_____

FILED
MAR 13 2015
DY. CLERK

[FILED COPY]

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: BP AMERICA PRODUCTION COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

MAR 03 2015
I made service on the named party through the
CT Corporation
by tendering a copy of this document to
☐ ANTOINE PIERCE
☐ TREVOR CAROUTTE
☒ CHASITY CAILLOUET
Deputy Sheriff, Parish of East Baton Rouge, Louisiana

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FILED
MAR 13 2015
DY. CLERK

DATED
MAR 2 2015

[FILED COPY]

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: TENNESSEE GAS PIPELINE COMPANY LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

MAR 03 2015

I made service on the named party through the CT Corporation

by tendering a copy of this document to ☐ ANTOINE PIERCE

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20_____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FILED
MAR 13 2015
DY. CLERK

DATED
MAR 2 2015

[FILED COPY]

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: HILCORP ENERGY COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

MAR 03 2015

I made service on the named party through the CT Corporation by tendering a copy of this document to ☐ ANTOINE PIERCE

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

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Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

By: _____
Deputy Sheriff

Mileage $_____

Total $_____

FILED
MAR 13 2015
DY. CLERK

DATED
MAR 2 2015

[RETURN COPY]

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: ANDARKO E&P ONSHORE LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

MAR 03 2015

I made service on the named party through the
CT Corporation
by tendering a copy of this document to
☐ ANTOINE PIERCE
☒ CHASITY CAL[illegible]
[illegible] of East Baton Rouge, Louisiana
Deputy Sheriff

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FILED
MAR 13 2015
DY. CLERK

DATED
MAR 2 2015

[FILED COPY]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

CHARLES W. FASTERLING, ET AL.	*	**CIVIL ACTION**
	*	
v.	*	**NO. _____**
	*	
HILCORP ENERGY COMPANY, ET AL.	*	**JUDGE:**
	*	
**********		**MAGISTRATE:**

NOTICE OF REMOVAL

TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA

United States Courthouse
New Orleans, Louisiana

On February 6, 2015, Plaintiffs Charles W. Fasterling, et al. filed their First Supplemental and Amending Petition for Damages in the 25th Judicial District Court for the Parish of Plaquemines ("the State Court Petition") in the matter entitled: *"CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS versus HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY, L.L.C., AND MOSAIC GLOBAL HOLDINGS INC.."* Docket No. 61-798, Division B. This State Court Petition amended the original Petition for Damages which had been filed on November 10, 2014.

Without waiving any jurisdictional or other defenses, Defendants Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. respectfully remove this civil action from the 25th District Court for the Parish of Plaquemines to the United States District Court for the Eastern District of Louisiana.

FILED
FEB 27 2015
DY. CLERK

EXHIBIT
A
ALL-STATE LEGAL®

INTRODUCTION

Plaintiffs, landowners in Plaquemines Parish, assert the same causes of action — negligence, nuisance, and breach of contract as a third-party beneficiary — that are set forth in the plaintiff's petition in *Board of Commissioners of the Southeast Louisiana Flood Protection Authority--East ("SLFPAE") v. Tennessee Gas Pipeline Co., LLC*, 2:13-cv-05410 (E.D. La. June 27, 2014) ("*Levee Board* case"). Like in the *Levee Board* case, Plaintiffs allege that certain activities, including canals that were dredged pursuant to permits issued by the United States, form the basis for their tort claims. This Court denied plaintiff's motion to remand in the *Levee Board Case*, finding that the tort claims presented federal questions, and later dismissed those claims in their entirety.

As the Court is well aware, in addition to the *Levee Board Case* brought by the Board of Commissioners of the SLFPAE, Plaquemines Parish and Jefferson Parish filed several coastal restoration lawsuits, some of which have been remanded to state court. Plaintiffs' State Court Petition copies selected portions of the background section from one of the parish lawsuits, styled *The Parish of Plaquemines v. Hilcorp Energy Co. et al.*, 2:13-cv-6727 (Feldman, J.).

However, whereas the Parishes' petitions expressly disclaim all tort, contract and third party beneficiary theories, purporting opting instead to exclusively pursue statutory claims under Louisiana's State and Local Coastal Resources Management Act ("SLCRMA"), Plaintiffs here omit any such disclaimer from their State Court Petition.[1] Indeed, plaintiffs affirmatively make claims for defendants' activities during periods that predate SLCRMA, and claim the benefit of

[1] Indeed, it is striking that, although the body of Plaintiffs' Petition's background section is mostly a verbatim cut-and-paste of the Parishes' petitions, Plaintiffs conspicuously *omit* Paragraph 33 of the Parishes' petitions, in which the Parishes disclaim any reliance on a laundry list of federal statutes, permits, and regulations.

"express and implied obligations under the permits" applicable to Defendants' activities, such as dredging — which was then regulated only by the United States federal government pursuant to federal laws and regulations. Because pre-SLCRMA coastal activities were governed by federal law, Plaintiffs' State Court Petition necessarily raises federal issues. Therefore, Plaintiffs' State Court Petition is independently removable, under at least 28 U.S.C. § 1331, and for the reasons more fully set forth below.

REMOVAL PREREQUISITES

Under 28 U.S.C. §1441(a), "any civil action brought in a State court of which the district courts have original jurisdiction, may be removed by the defendant or defendants, to the district court of the United States for the district and division embracing the place where such action is pending." Because this case satisfies all prerequisites of removal, it belongs in federal court.

Venue. This notice of removal is properly directed to this Court pursuant to § 1441 because this Court is "the district court of the United States for the district and division" within which the State Court Petition is pending. *See* 28 U.S.C. § 98(a).

State Court Record. Pursuant to 28 U.S.C. § 1446(a), Defendants attach as Exhibit 1 a copy of all process, pleadings, and orders in this action and available in the state court record.

Notice of Removal is Timely. Defendants were served with Plaintiffs' Original Petition on January 29, 2015. Accordingly, this Notice of Removal is timely filed in accordance with 28 U.S.C. § 1446(b) and Rule 6 of the Federal Rules of Civil Procedure.

Consent. All Defendants that have been named in this action and served at the time of the filing of this Notice of Removal have consented, in writing, to removal of the action. Those consents are attached hereto as Exhibit 2. 28 U.S.C. § 1446(b)(2).

Service. Undersigned counsel certifies that, promptly after the filing of this Notice of Removal, copies of the Notice will be served on opposing counsel and filed with the Clerk of Court of the 25th Judicial District Court for the Parish of Plaquemines, State of Louisiana, to effect the removal of the state court action. 28 U.S.C. § 1446(d).

Grounds for Removal. This case is removable because: (1) Plaintiffs' claims raise federal questions under 28 U.S.C. § 1331; (2) Plaintiffs' claims are subject to jurisdiction under the Outer Continental Shelf Lands Act ("OCSLA"); and (3) Plaintiffs' claims are subject to admiralty jurisdiction.

GROUNDS FOR REMOVAL

I. Plaintiffs' claims raise federal questions under 28 U.S.C. § 1331.

This case is removable under 28 U.S.C. § 1441(b) because it is "founded on a claim or right arising under the Constitution, treaties or laws of the United States." *See* 28 U.S.C. § 1331. Federal question jurisdiction exists where the plaintiff's claim, although pled under state law, "necessarily raise[s] a stated federal issue, actually disputed and substantial, which a federal forum may entertain without disturbing any congressionally approved balance of federal and state judicial responsibilities." *Grable & Sons Metal Prods. Inc. v. Darue Eng'r & Mfg.*, 545 U.S. 308, 314 (2005); *see also Franchise Tax Bd. v. Construction Laborers Vacation Tr.*, 463 U.S. 1, 13 (1983) ("Even though state law creates appellant's causes of action, its case might still 'arise under' the laws of the United States if a well-pleaded complaint established that its right to relief under state law requires resolution of a substantial question of federal law in dispute between the parties.").

1. Plaintiffs' State Court Petition necessarily raises a federal issue.

Plaintiffs allege that certain of Defendants' pre-1978 coastal zone activities were unlawful. Those claims and others necessarily raise a federal question because, before 1978, only federal laws — for example, the Rivers and Harbors Act of 1899, the Clean Water Act of 1972, and the federal CZMA — regulated coastal activities of the sort Plaintiffs challenge. Plaintiffs "necessarily raise" federal issues because their claims cannot be adjudicated without deciding federal questions. *Grable*, 545 U.S. at 314.

For example, Plaintiffs bring sweeping tort claims attacking the Defendants' pre-1978 activities. For example, Plaintiffs argue that, "[s]ince 1978 *and before*," the Parish Defendants' "oil and gas activities have resulted in the dredging of numerous canals," and that "Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion ...." Pet. ¶ 10(p) (emphasis added); *see also id.* ¶¶ 10(l), 10(t). Plaintiffs contend that the applicable duty and standard of care for its tort claims are "prescribed in the regulatory framework outlined [in the Petition] and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto." Pet. ¶ 16. For pre-1978 activities, however, the "regulatory framework" is comprised of federal statutes and permits. And Louisiana law does not impose a generalized legal duty of the sort Plaintiffs allege in the absence of statute or contract. *See Barasich v. Columbia Gulf Transmission Co.*, 467 F. Supp. 2d 676, 691–93 (E.D. La. 2006). Thus, the Court cannot determine whether Defendants' pre-1978 activities were tortious without resolving questions of federal law.

Similarly, even for Plaintiffs' causes of action involving post-1978 activities, the Court cannot grant relief without answering federal questions. Plaintiffs allege that Defendants have a

duty of care based on an amorphous and ill-defined "regulatory framework," which Plaintiffs do not attempt to limit to state laws and Louisiana Coastal Use Permits ("CUPs"). Pet. ¶ 16. To the contrary, because the federal government plays a central role in regulating coastal zone activities, the only reasonable inference is that Defendants' alleged duty of care arises from the full scope of the federal-state "regulatory framework" governing coastal activities. *See id.* Thus, on the face of the State Court Petition, Plaintiffs make claims that would require the Court to consider and apply federal standards when deciding whether Defendants' activities were negligent.

Furthermore, even the purported state-law standards referenced in Plaintiffs' State Court Petition — for example, SLCRMA, provisions of the Louisiana Administrative Code, and CUPs — themselves incorporate federal laws and standards. For example, the State Court Petition cites Section 705 of the Louisiana Administrative Code, Chapter 43, a subsection of which provides that "[a]ll pipelines shall be constructed in accordance with Parts 191, 192, and 195 of Title 49 of the Code of Federal Regulations ...." LAC 43:I.705.M. Similarly, whereas Plaintiffs allege that Defendants have violated the "express and implied duties" contained in the CUPs identified in Exhibit C, *see, e.g.*, Pet ¶ 44, those "express and implied" duties themselves incorporated federal standards. Thus, Plaintiffs necessarily raise the issue of whether Defendants met federal standards. *See Levee Board*, No. 2:13-cv-05410 (E.D. La. June 27, 2014), at 79 (Order Denying Remand).

Moreover, Plaintiffs' State Court Petition necessarily raises federal issues for an independent reason: the remedies Plaintiffs seek are available only under federal law. The Fifth Circuit has held that, where the remedy sought by the plaintiff cannot be granted without the application of federal law, the complaint may raise a federal question, regardless whether the plaintiff avows to proceed exclusively under state law. *See Medina v. Ramsey Steel Co.*, 238 F.3d

674, 680 (5th Cir. 2001); *see also Gillis v. Louisiana*, 294 F.3d 755, 760 (5th Cir. 2002) (concluding that plaintiff was "implicitly" proceeding under federal law in part based on relief sought). Here, the remedy Plaintiffs seek cannot be granted without the application of federal law for the reasons set forth above.

In a similar vein, Plaintiffs ask the Court to grant "[i]njunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration." *See, e.g.*, Pet., Prayer for Relief. In other words, Plaintiffs seek to put a halt to, and reverse, decades of coastal activities that were authorized by the federal government. Indeed, for most of the CUPs listed in Exhibit C to the State Court Petition, there is a corresponding Army Corps Engineers permit covering the same activity. In paragraph 11 of the Petition, plaintiffs appear to further allege that defendants were negligent in spite of and perhaps because they conducted their activities in accordance with the requirements of the permit.

Accordingly, if the Court were to grant Plaintiffs' requested relief and order Defendants to abate their activities, the effect would be to use state law to extinguish dozens of federal Army Corps of Engineers permits and effectively exclude the federal government from participating in the federal-state coastal zone management regime it created with the federal CZMA.

Moreover, if the Court were to grant the requested relief, Defendants would be required to perform various coastal activities — including bank stabilization, revegetation, and potentially backfilling — that by law would require federal government approval. For example, the Rivers and Harbors Act requires that an applicant obtain the approval of the Army Corps of Engineers before any navigable canal may be dredged, filled, or altered. *See e.g.*, 33 U.S.C. § 403; 33

C.F.R. § 322.3(a) (unlawful to "alter or modify the ... condition" of a canal without Corps approval). Under *Medina* and *Gillis*, because Plaintiffs' requested remedy can be accomplished only through federal action, this case belongs in federal court.

Finally, Plaintiffs' claims raise federal questions under the Natural Gas Act, 15 U.S.C. §§ 717–717w ("NGA"), as administered by the Federal Energy Regulatory Commission ("FERC"), which provides the framework for a "comprehensive scheme of federal regulation" applicable to natural gas companies engaged in the transportation of natural gas in interstate commerce. *See Schneidewind v. ANR Pipeline Co.*, 485 U.S. 293, 300 (1988) (quoting *N. Natural Gas Co. v. State Corp. Comm'n of Kan.*, 372 U.S. 84, 91 (1963)). This framework includes a detailed certification process administered by FERC (with input from other federal agencies) that applies to any natural gas company that intends to construct, extend, acquire, operate, or abandon "any facility for the transportation or sale of natural gas in interstate commerce." *Id.* at 302; *see also* 15 U.S.C. § 717f(b) ("No natural-gas company shall abandon . . . its facilities subject to the jurisdiction of the Commission, or any service rendered by means of such facilities, without the permission and approval of the Commission ...."). Through certificates it issues, FERC retains jurisdiction over the certificated operations of natural gas companies. *See generally* 18 C.F.R. Part 157.

In the State Court Petition, Plaintiffs name Tennessee Gas Pipeline Company, L.L.C. ("Tennessee Gas") as a Defendant. Tennessee Gas owns and operates a pipeline certificated under the NGA and subject to continuing jurisdiction of FERC that intersects with the land at issue in this lawsuit. Accordingly, the Petition seeks an award of damages from a natural gas company, as defined under the NGA, based on operations that are the subjects of a detailed federal regime overseen by FERC. Because Plaintiffs' claims and requested relief propose to

interfere with the jurisdiction conferred on FERC by federal statutes and regulations to administer operations of entities engaged in the transportation of natural gas in interstate commerce, this Court has federal subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and the NGA. *See Grable*, 545 U.S. at 314.

2. The remaining *Grable* factors are satisfied.

As the preceding sections demonstrate, Plaintiffs' State Court Petition necessarily raises several federal questions. Thus, the first *Grable* prong is satisfied. The remaining *Grable* factors are satisfied as well because the federal issues raised are "actually disputed and substantial," and they can be entertained by "a federal forum ... without disturbing any congressionally approved balance of federal and state judicial responsibilities." *Grable*, 545 U.S. at 314.

Actually Disputed. The federal issues raised in the State Court Petition are actually disputed. For example, as explained, the parties dispute Defendants violated federal permits and related standards associated with the federal-state regulatory framework. In addition, the parties dispute whether, under the federal-state regulatory framework, Defendants have a duty to individual landowners.

Substantial. The disputed issues in this case implicate coastal land management, national energy policy, and national economic policy — all of which the Eastern District of Louisiana has recognized as vital federal interests.

Federal-State Balance. Exercising federal jurisdiction in this case would not disturb the congressionally approved balance of federal and state judicial responsibilities. To the contrary, there is a clear interest in making a federal forum available here.

II. Plaintiff's claims are subject to OCSLA jurisdiction.

Removal is proper under 43 U.S.C. § 1349(b)(1) and 28 U.S.C. § 1441(a) because this action arises "in connection with" oil and gas operations conducted on the outer continental shelf. OCSLA provides that "the subsoil and seabed of the outer Continental Shelf appertain to the United States and are subject to its jurisdiction, control, and power of disposition." 43 U.S.C. § 1332(1). In turn, OCSLA provides for exclusive federal question jurisdiction over the outer continental shelf by extending "[t]he Constitution and laws and civil and political jurisdiction of the United States ... [to the Outer Continental Shelf] and all installations and other devices permanently or temporarily attached to the seabed ... for the purpose of exploring for, developing, or producing resources therefrom." 43 U.S.C. § 1333(a)(1). A plaintiff need not expressly invoke the OCSLA for it to provide a basis for federal jurisdiction. *Amoco Prod. Co. v. Sea Robin Pipeline Co.*, 844 F.2d 1202, 1205 (5th Cir. 1988).

Here, Plaintiffs' State Court Petition alleges broadly that Defendants tortiously operated "drilling and production sites" — including "numerous oil and gas wells," dredged canals, and pipelines — in violation of requirements of the "regulatory framework" and related permits. *See, e.g.*, Pet. ¶¶ 10(h), 10(j). The challenged activities involve components of the dense, highly integrated, and interconnected infrastructure relating to the outer continental shelf. Plaintiff' allegations and the relief sought in the Petition thus "aris[e] out of" and "in connection with" operations conducted on the outer continental shelf. Accordingly, 43 U.S.C. § 1349(b)(1) grants original jurisdiction in federal court over this action. *See Barker v. Hercules Offshore Inc.*, 713 F.3d 208 (5th Cir. 2013).

Defendants recognize that Judges Zainey and Africk rejected this OCSLA argument in the Parish Cases. *See The Parish of Plaquemines v. Total Petrochemical & Refining USA, Inc.*,

No. 13-6693, at 29–39 (E.D. La. Dec. 1, 2014) (Remand Order) (Zainey, J.); *The Parish of Plaquemines v. Rozel Operating Co. et al*, No. 13-6722, at 6–8 (E.D. La. Jan. 29, 2015) (Remand Order) (Africk, J.). However, Defendants respectfully urge that the Outer Continental Shelf infrastructure implicated by Plaintiffs' petition makes this case removable under applicable Fifth Circuit authority.

III. Plaintiff's claims are subject to admiralty jurisdiction.

Plaintiffs raise general maritime claims. "A federal court's authority to hear cases in admiralty flows initially from the Constitution, which 'extend[s]' federal judicial power 'to all Cases of admiralty and maritime Jurisdiction.'" U.S. Const., Art. III, § 2; *see also Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527, 531 (1995). "Congress has embodied that power in a statute giving federal district courts 'original jurisdiction [over] … [a]ny civil case of admiralty or maritime jurisdiction ….'" 28 U.S.C. § 1333(1); *see also Ryan v. Hercules Offshore, Inc.*, 945 F. Supp. 2d 772 (S.D. Tex. 2013).

Here, many of the activities accused by Plaintiffs have allegedly occurred and continue to occur on navigable waters. For example, the State Court Petition states that Defendants' allegedly unlawful conduct stems in large part from "the dredging of numerous canals in, through, and across the Operational Area." *See* Pet. ¶ 10(p). Because these canals are part of a dense network of navigable waterways through the lands at issue, this case implicates navigation and maritime activities and belongs in federal court.

Defendants recognize that there is a split in authority regarding whether Congress's recent amendments to 28 U.S.C. § 1441 allow general maritime cases to be removed to federal court. In the Parish cases, for example, Judges Zainey and Africk have found that § 1441 does not allow general maritime cases to be removed to federal court. *See Total Petrochemical*, No.

13-6693, at 39–41 (E.D. La. Dec. 1, 2014); *Rozel Operating Co.*, No. 13-6722, at 8–9 (E.D. La. Jan. 29, 2015). However, numerous courts in the Fifth Circuit have taken the opposite view that Congress's recent amendments to 28 U.S.C. § 1441 *do allow* general maritime cases to be removed to federal court. *See, e.g., Harrold Liberty Ins. Underwriters, Inc.*, No. 13-762, 2014 WL 688984 (M.D. La. Feb. 20, 2014) (adopting report and recommendations); *Carrigan v. M/V AMC Ambassador*, No. 13-03208, 2014 WL 358353 (S.D. Tex. Jan. 31, 2014); *Bridges v. Phillips 66 Co.*, No. 13-477, 2013 WL 6092803 (M.D. La. Nov. 19, 2013) (adopting report and recommendations); *Wells v. Abe's Boat Rentals, Inc.*, No. 13-1112, 2013 WL 3110322 (S.D. Tex. June 18, 2013); *Ryan v. Hercules Offshore*, 945 F. Supp. 2d 772 (S.D. Tex. 2013). This split in authority, reflecting disagreement among respected jurists on an important question of federal law, suggests that removal is appropriate and, ultimately, appellate guidance is necessary.

CONCLUSION

Defendants respectfully remove to this Court case number 61-798 from the 25th Judicial District Court of Plaquemines Parish, Louisiana.

Dated: February 27, 2015

Respectfully submitted,

KEAN MILLER LLP

s/ Pamela R. Mascari
L. Victor Gregoire (#22400)
victor.gregoire@keanmiller.com
Pamela R. Mascari (#25162)
pam.mascari@keanmiller.com
II City Plaza
400 Convention St., Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

- and -

KEAN MILLER LLP
Michael R. Phillips (#21020)
mike.phillips@keanmiller.com
Claire E. Juneau (#33209)
claire.juneau@keanmiller.com
909 Poydras, Suite 3600
New Orleans, LA 70112
Telephone: (504) 585-3050
Facsimile: (504) 585-3951

- and -

Eric J. Mayer (LA Bar No. 14184)
emayer@susmangodfrey.com
Alexandra G. White (LA Bar No. 29478)
lwhite@susmangodfrey.com
SUSMAN, GODFREY, LLP
1000 Louisiana Street, Suite 5100
Houston, TX 77002
Telephone: (713) 653-7883

Attorneys for Defendant Chevron U.S.A. Inc., and Chevron U.S.A. Holdings Inc.

TX Result Report

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TC: 22815

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Louisiana 70037

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Chief Deputy Clerk
OFFICE(504) 297-5180
FAX (504) 297-5195

FAX CONFIRMATION

To: Rachel Brokmeier Fax: 225-388-9133

Re: Case Number 61-798 Division B

Pleading fax filed: Notice of Removal

Received and date filed on 2/27/15.

XXX Please submit $50.00 for filing fees plus $2/page for exhibits or attachments not sent with the fax along with the following Sheriff's checks, if applicable:

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Please submit original along with 1 copy(ies) within 5 days.

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Edward E. Kirby
Deputy Clerk

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO.: 61-718 **DIVISION: B**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. McGEE, JR., JOHN F. McGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C., BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLROATION COMPANY, L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED

FILED: _____ _____

DEPUTY CLERK FEB 27 2015

DY. CLERK

NOTICE OF REMOVAL

NOW INTO COURT, through undersigned counsel, come Defendants Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc. and hereby provide notice to this Court and to counsel that the above captioned action has been removed to the United States District Court for the Eastern District of Louisiana pursuant to 28 U.S.C. §§ 1441. A copy of the Federal Court Notice of Removal, as filed in the aforementioned Federal Court, is attached hereto as Exhibit "A".

Respectfully submitted,

KEAN MILLER LLP

L. Victor Gregoire (#22400)
victor.gregoire@keanmiller.com
Pamela R. Mascari (#25162)
pam.mascari@keanmiller.com
II City Plaza
400 Convention St., Suite 700
Post Office Box 3513 (70821)
Baton Rouge, Louisiana 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

-and-

KEAN MILLER LLP
Michael R. Phillips (#21020)
mike.phillips@keanmiller.com
Claire E. Juneau (#33209)
claire.juneau@keanmiller.com
909 Poydras, Suite 3600
New Orleans, LA 70112
Telephone: (504) 585-3050
Facsimile: (504) 585-3951

- and –

Eric J. Mayer (LA Bar No. 14184)
emayer@susmangodfrey.com
Alexandra G. White (LA Bar No. 29478)
lwhite@susmangodfrey.com
SUSMAN, GODFREY, LLP
1000 Louisiana Street, Suite 5100
Houston, TX 77002
Telephone: (713) 653-7883

Attorneys for Defendants Chevron U.S.A. Inc. and Chevron U.S.A. Holdings Inc.

CERTIFICATE OF SERVICE

I certify that on February 27, 2015, I served a copy of the foregoing pleading on all known parties or their counsel of record via email, facsimile and/or by United States mail, properly addressed, and first class postage prepaid.

Pamela R. Mascari

KEAN|MILLER LLP
ATTORNEYS AT LAW

FACSIMILE TRANSMISSION

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DATE: Friday, February 27, 2015 3:19:16 PM

PAGES: Cover + 03

FROM: Rachel Brokmeier

TELEPHONE: 225.382.4624

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61-798

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1. Article Addressed to:

Chevron U.S.A. Holdings, Inc.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P.O. Box 6028
San Ramon, CA 94583

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X Billie Austin ☐ Agent ☐ Addressee

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Attorneys At Law
601 Poydras Street, Suite 2655
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EXHIBIT
A

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(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: CHEVRON USA HOLDINGS INC
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P.O. Box 6028
San Ramon, CA 94583

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 21, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

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Deputy Sheriff

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25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: "B"**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY, LLC, MOSAIC GLOBAL HOLDINGS INC.

FILED

FEB 23 2015

FILED:_____

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AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally came and appeared:

Kevin E. Huddell

who after being duly sworn, did depose and state that:

1. He is an attorney with the law firm Jones, Swanson, Huddell & Garrison, LLC representing Charles W. Fasterling, John N. Fasterling, III, Joan F. Meyers, Kenneth C. Mcgee, Jr., John F. Mcgee and Sarah M. Bumpas (collectively, "Plaintiffs") in the above-captioned matter.

2. He served upon Chevron U.S.A. Holdings, Inc. the Citation, Petition for Damages, and Plaintiff's First Set of Interrogatories and Requests for Production of Documents to All Defendants on behalf of Plaintiffs in accordance with the Louisiana Long Arm Statute, La. R.S. 13:3201, et seq., by sending a certified copy of the Petition for Damages and Plaintiff's First Set of Interrogatories and Requests for Production of Documents to All Defendants by United States Postal Service Certified Mail, Receipt Article No. 7013 0600 0001 1954 4300, addressed to Chevron U.S.A. Holdings, Inc., through its registered agent for service of process: Angie Wang c/o ChevronTexaco, at the address: P.O. Box 6028, San Ramon, California, 94583.

3. United State Postal Service Certified Mail Receipt evidencing received delivery to P.O. Box 6028, San Ramon, California, 94583 and signed for by Willie Austin on "February 4, 2015" and is attached hereto and marked as Exhibit "A".

4. Said affiant further declared that he has read the above and foregoing and that the statements and allegations contained therein are true and correct to the best of his knowledge, information and belief.

Kevin E. Huddell

WITNESSES:

Jamie Wimberly

Rose Murray

Sworn to and subscribed before me this 23rd day of February, 2015.

NOTARY

EBERHARD D. GARRISON
NOTARY PUBLIC
STATE OF LOUISIANA
My Commission is issued for Life
Bar Roll Number 22058

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: CHEVRON USA HOLDINGS INC
ATTN: CHIEF EXECUTIVE OFFICER
6001 BOLLINGER CANYON ROAD
SAN RAMON CA 94583

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20_____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____
Deputy Sheriff

Mileage $_____

Total $_____

FOOTERAREA

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: CHEVRON USA HOLDINGS INC
THROUGH ITS REGISTERED AGENT FOR SERVICE OF PROCESS
ANGIE WANG c/o CHEVRON TEXACO
P O BOX 6028
SAN RAMON CA 94583

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

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Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
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Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____ *Deputy Sheriff*

Total $_____

FOOTERAREA

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MOSAIC GLOBAL HOLDINGS INC
ATTN: CHIEF EXECUTIVE OFFICER
3033 CAMPUS DRIVE SUITE E490
PLYMOUTH MN 55441-2651

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____
Deputy Sheriff

Mileage $_____

Total $_____

FOOTERAREA

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MOSAIC GLOBAL HOLDINGS INC
THROUGH ITS REGISTERED AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM INC
100 SOUTH 5TH STREET SUITE 1075
MINNEAPOLIS MN 55402

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

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Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____ *Deputy Sheriff*

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CORPORATION SERVICE COMPANY
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____
Deputy Sheriff

Mileage $_____

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: TENNESSEE GAS PIPELINE COMPANY LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____ *Deputy Sheriff*

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: CONOCOPHILLIPS COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
UNITED STATES CORPORATION COMPANY
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Tuesday, February 10, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____

Deputy Sheriff

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: BP AMERICA PRODUCTION COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

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Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____ *Deputy Sheriff*

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: HILCORP ENERGY COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

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KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____ *Deputy Sheriff*

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: CHEVRON USA INC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
THE PRENTICE-HALL CORP SYSTEM
320 SOMERULOS ST
BATON ROUGE LA 70802

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KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____

Deputy Sheriff

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: ANDARKO E&P ONSHORE LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

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(504) 523-2500
ATTY FOR PLAINTIFF

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Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____

Deputy Sheriff

Total $_____

FOOTERAREA

JONES
SWANSON
HUDDELL &
GARRISON LLC

Kevin E. Huddell, Esq.
khuddell@jonesswanson.com

February 9, 2015

Via Hand Delivery
Honorable Dorothy Lundin
Clerk of Court
P. O. Box 40
Belle Chasse, LA 70037

FILED
FEB 09 2015
DY. CLERK

RE: *CHARLES W. FASTERLING, et al. v. HILCORP ENERGY COMPANY, et al.*
Case No.: 61-798, Div. B, 25th Judicial District Court for the Parish of Plaquemines

Dear Ms. Lundin:

In conjunction with the First Supplemental and Amending Petition for Damages and Exhibits, which was filed on February 6, 2014 in the above-captioned matter, please prepare Citations to the Defendants listed below. Please provide to East Baton Rouge Parish Sheriff's office for handling of service thereafter.

In addition to copies of the court-stamped Petition, please find attached our check to the Plaquemines Parish Clerk of Court in the amount of $700.00. Also enclosed, please find our checks payable to the East Baton Rouge Sheriff's Office in the amounts of $69.18 for service going to the zip code of 70802, and $117.44 for service going to the zip code of 70808, which we understand will cover the cost associated with service to these Defendants.

Andarko E&P Onshore, LLC
Through its agent for service of process:
CT Corporation System
5615 Corporate Blvd., Suite 400B
Baton Rouge, LA 70808

BP America Production Company
Through its agent for service of process:
CT Corporation System
5615 Corporate Blvd., Suite 400B
Baton Rouge, LA 70808

Chevron U.S.A., Inc.
Through its agent for service of process:
The Prentice-Hall Corp. System
320 Somerulos St.
Baton Rouge, LA 70802

ConocoPhillips Company
Through its agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

Hilcorp Energy Company
Through its agent for service of process:
CT Corporation System
5615 Corporate Blvd., Suite 400B
Baton Rouge, LA 708008

Tennessee Gas Pipeline Company, LLC
Through its agent for service of process:
CT Corporation System
5615 Corporate Blvd., Suite 400B
Baton Rouge, LA 70808

The Louisiana Land and Exploration Company, L.L.C.
Through its agent for service of process:
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

Additionally, pursuant to Louisiana's Long-Arm Statute, LA-R.S. 13:3204, please prepare Citations to the following entities:

Mosaic Global Holdings, Inc.
Through its registered agent for service of process:
CT Corporation System Inc.
100 South 5th Street, Suite 1075
Minneapolis, MN 55402

Mosaic Global Holdings, Inc.
ATTN: Chief Executive Officer
3033 Campus Drive, Suite E490
Plymouth, MN 55441-2651

Chevron U.S.A. Holdings, Inc.
Through its registered agent for service of process:
Angie Wang c/o ChevronTexaco
P.O. Box 6028
San Ramon, CA 94583

Chevron U.S.A. Holdings, Inc.
ATTN: Chief Executive Officer
6001 Bollinger Canyon Road
San Ramon, CA 94583

Please contact Jamie Wimberly at 523-2500 when the long-arm service Citations are ready and she will pick them up in person. Thank you.

Sincerely,

Kevin E. Huddell

KEH/jlw

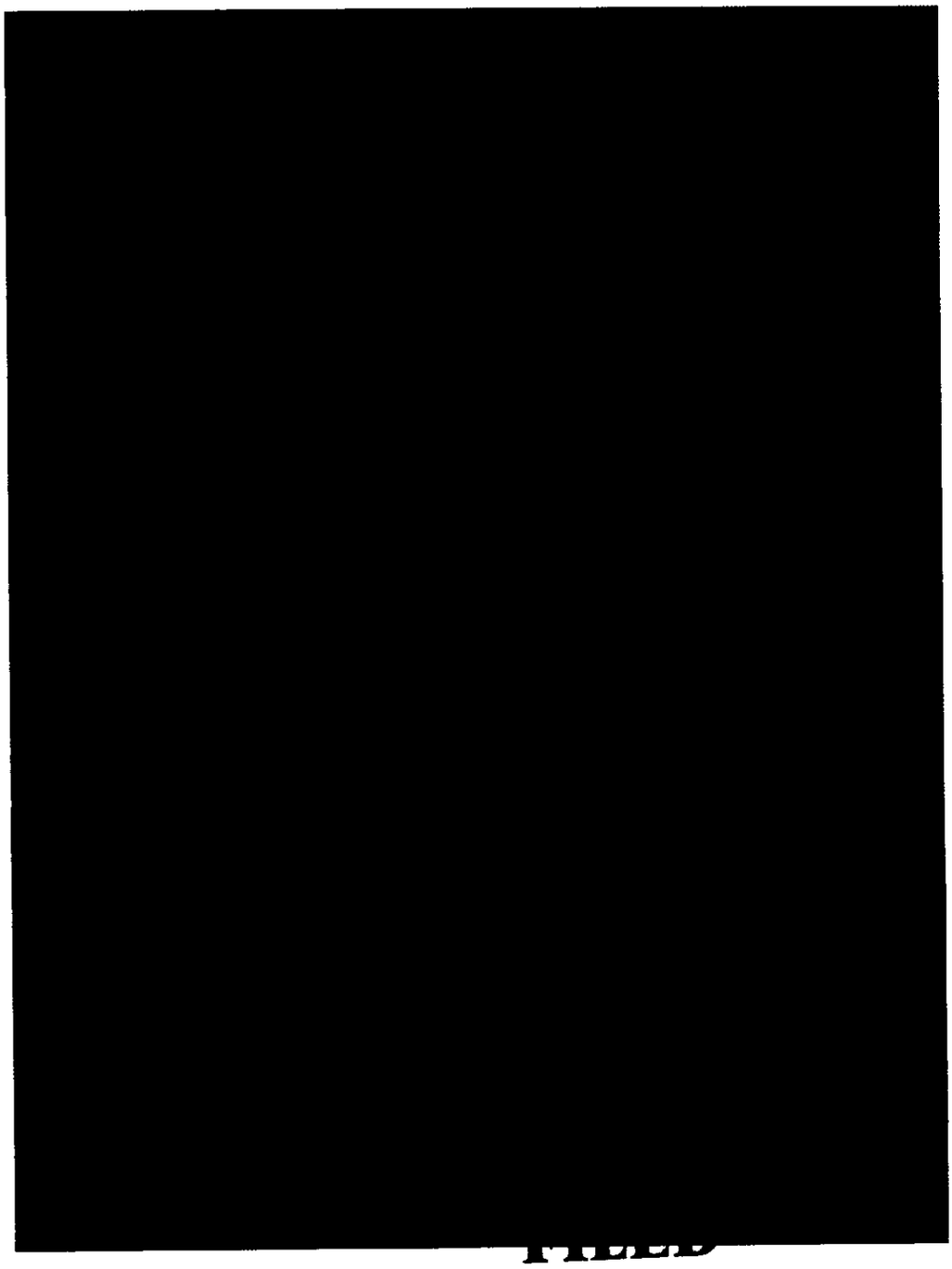
Enclosures

EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



FILED
FEB - 6 2015
DY. CLERK

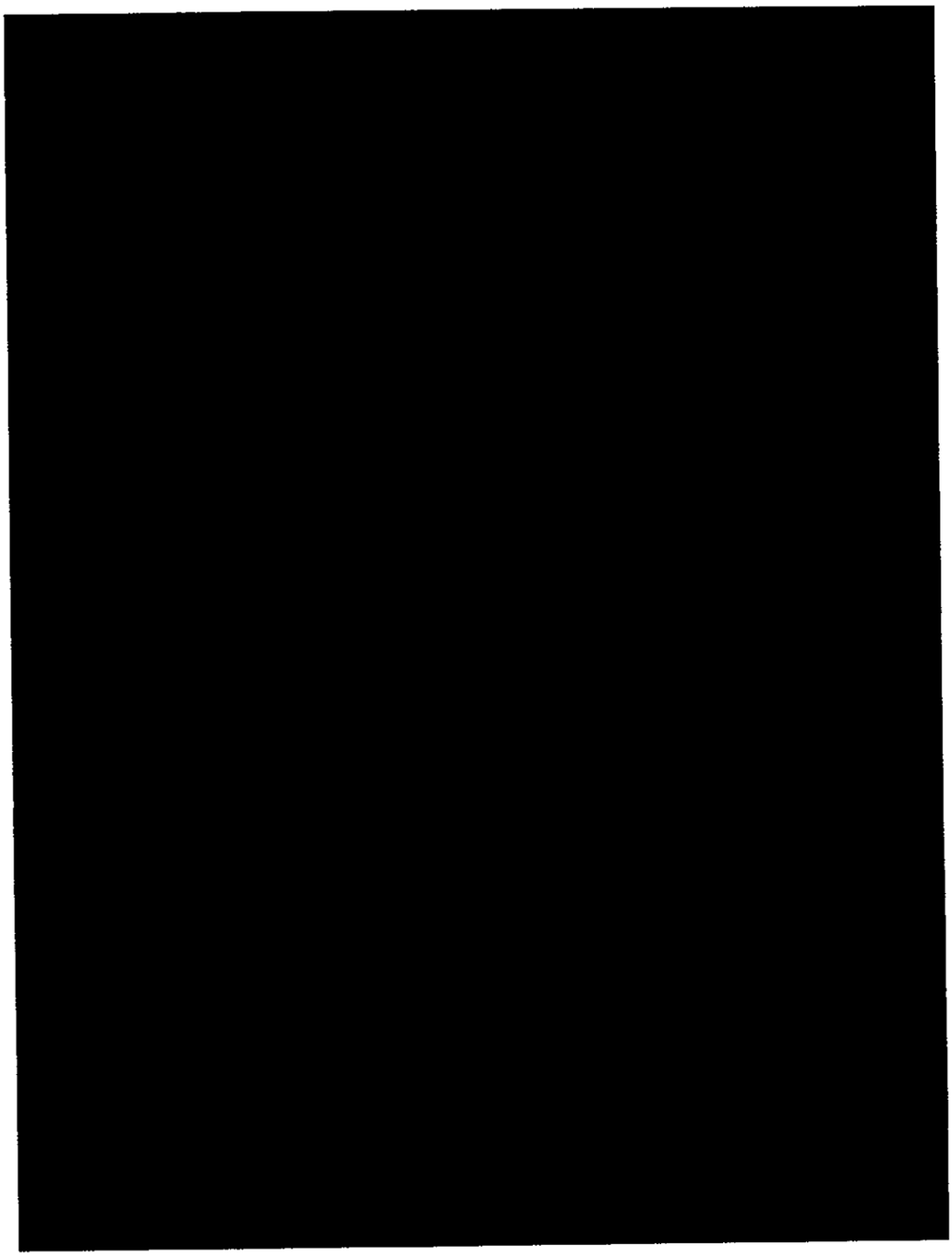
EXHIBIT
tabbies
A

EXHIBIT B

Map of the Operational Area

(Detail View)

2013 Aerial



List of Relevant Oil and Gas Wells Operated by Defendants and their Predecessors (by LDNR Well Serial Number)

AMOCO PRODUCTION COMPANY

70652	127159	154712
71659	139379	155588
75130	140491	177877
76050	143994	217011
77274	148423	218116
115145	149011	218117

CHEVRON U.S.A. INC.

68028	78719	96770
69505	79110	125558
70515	79796	126942
71760	82635	127044
75230	83449	129522
75605	84246	130929
75645	85006	133447
76459	85007	137161
76540	86288	163075
76745	95770	

CONOCOPHILLIPS COMPANY

27993	77274	216576
68028	78757	216586
69505	79110	217228
70515	79796	217937
71760	95770	218455
75230	96770	219006
75605	130929	220709
75645	137161	220900
76459	163075	222631
76745	177877	

EMP OPERATING COMPANY, LTD PTN

141714	145194	152865
142338	145772	154498
142821	147975	180593
144034	147976	190[illegible]

FILED

FEB - 6 2015

1 DY. CLERK

EXHIBIT

tabbies

B

FREEPORT-MCMORAN INC.

141714	144034	147976
142338	145772	180593
142821	147975	

FREEPORT-MCMORAN OIL & GAS CO.

141714	144034	147976
142338	145772	180593
142821	147975	

GETTY OIL COMPANY

61675	78246	91102
64998	86087	93295
65992	86667	94160
66686	88241	115238
70872	88285	126943
73091	88531	132802
74489	88536	157672
77977	90185	

GULF OIL CORP.

66462	79110	126942
68028	79377	127044
68083	79796	129522
69505	80770	130929
70515	82635	132368
71760	83449	132445
75230	84246	133447
75605	85006	137161
75645	85007	140214
76459	86288	151337
76540	95770	163075
76745	96770	
78719	125558	

HILCORP ENERGY COMPANY

27993	85262	216586
61675	86813	217011
64998	87718	217228
65549	88153	217937
66686	88531	218116
66760	91103	218117
68028	95770	218455
69505	96770	219006
70515	121848	219166
70652	130929	220391
71659	137161	220427
71760	144765	220709
75230	163075	220900
75605	177877	221094
75645	179190	221114
76050	180646	222631
76459	190652	226180
76745	211517	227074
77274	211678	228004
78757	213983	233340
79110	215784	235604
79796	216393	237238
84135	216570	
84917	216576	

LA. LAND & EXPL. CO.

154883	174149	221094
162698	174897	226180
162885	218210	

MCMORAN EXPLORATION COMPANY

141714	145194	147052
142338	154498	147975
142385	158587	147976
142821	145357	148185
143065	145772	148186
144034	146107	152865
144443	146381	
144911	146641	

MCMORAN PRODUCTION CO.

141714	145357	147976
142338	145772	152865
142821	146107	154498
144034	146381	180593
144911	146641	
145194	147975	

PAN AMERICAN PETROLEUM CORP.

66767	72840	74289
66895	72872	74569
67743	73955	
68693	74076	

PHILLIPS OIL COMPANY

28730	30082	41371
29729	31047	

PHILLIPS PETROLEUM CO.

25210	70343	125558
25666	70515	126942
26377	70592	127044
27155	71760	129522
27484	71850	130929
27993	73712	133447
28730	75230	135486
29293	75605	135684
29306	75645	136266
29729	76459	136267
29882	76540	136354
30082	76745	136355
30379	78719	137161
30523	79110	163075
30618	79796	177877
31047	82635	179767
41371	83449	216376
46314	83932	216576
50925	84246	216586
52524	85006	217228
65501	85007	217229
66736	85104	217937

67517	86288	217949
67739	89178	218422
68028	90598	218455
68965	95770	219006
69472	96770	220709
69505	110807	220900
69640	113260	222631

RME PETROLEUM COMPANY

61675	87718	213983
64998	88153	215784
65549	88531	216393
66686	91103	216570
66760	121848	219166
78757	144765	220391
84135	179190	220427
84917	180646	221114
85262	211517	
86813	211678	

TENNECO INC.

56484	70872	88531
58190	71253	89118
59643	72097	89433
60949	72484	89690
61675	73091	89927
62764	73426	90163
63362	73427	90185
63863	73732	90837
63913	74489	90838
63914	74748	90944
64566	78246	91103
64955	78302	91423
64998	78756	91424
65549	78757	92132
65550	79120	92919
65665	79238	93294
65791	79722	93993
65992	80543	95065
66351	80754	95987
66452	84135	115238
66589	84535	119367
66686	84917	121848
66760	85160	123317
66768	85262	144765
67004	85933	157672
67451	86087	178089
67452	86813	179190

67886	87718	180646
68150	88153	
69025	88285	

TENNESSEE GAS PIPELINE COMPANY

58190	73732	91103
60949	74489	95065
61675	78246	121848
63362	78756	144765
63863	78757	157672
64998	79238	179190
65549	79722	180646
65992	84135	211517
66686	84917	211678
66760	85262	213983
67452	86813	215784
69025	87718	216393
72484	88153	216570
73426	88531	219166

TEXACO, INC.

21893	114299	189056
22768	185149	

THE CALIFORNIA COMPANY

100389	101344	107271
100779	102110	

UNION PACIFIC RESOURCES CO.

61675	87718	213983
64998	88153	215784
65549	88531	216393
66686	91103	216570
66760	121848	219166
78757	144765	220391
84135	179190	220427
84917	180646	220837
85262	211517	221114
86813	211678	

Coastal Use Permits

	CUP No.	PERMITTEE
1	P19800079	LL&E
2	P19810397	TEPI
3	P19810802	GULF OIL COMPANY
4	P19811496	PHILLIPS PETROLEUM COMPANY
5	@	PHILLIPS PETROLEUM COMPANY
6	P19820757	GULF OIL CORPORATION
7	P19820758	GULF OIL CORPORATION
8	P19821009	TEXACO, INC.
9	P19821185	TENNECO OIL EXPLORATION & PRODUCTION
10	P19821524	TEXACO EXPLORATION & PRODUCTION, INC.
11	P19830910	TEXACO EXPLORATION & PRODUCTION, INC.
12	P19831596	TEXACO EXPLORATION & PRODUCTION, INC.
13	P19841663	GULF OIL COMPANY
14	P19850368	GULF OIL COMPANY
15	P19850885	CHEVRON U.S.A. INC.
16	P19851223	EXXON
17	P19860082	CHEVRON U.S.A. INC.
18	P19860282	CHEVRON U.S.A. INC.
19	P19860319	CHEVRON U.S.A. INC.
20	P19860335	CHEVRON U.S.A. INC.
21	P19860360	CHEVRON U.S.A. INC.
22	P19860681	CHEVRON U.S.A. INC.
23	P19860687	CHEVRON U.S.A. INC.
24	P19870267	CHEVRON U.S.A. INC.
25	P19870537	CHEVRON U.S.A. INC.
26	P19870724	CHEVRON U.S.A. INC.
27	P19880058	LL&E
28	P19880071	TENNECO OIL EXPLORATION & PRODUCTION

FILED
FEB - 6 2015
DY CLERK

EXHIBIT
tabbies
C

	CUP No.	PERMITTEE
29	P19880090	CHEVRON U.S.A. INC.
30	P19880352	PHILLIPS PETROLEUM COMPANY
31	P19880932	TENNESSEE GAS
32	P19890440	AMOCO
33	P19890853	PHILLIPS PETROLEUM COMPANY
34	P19890950	TENNESSEE GAS
35	P19900783	PHILLIPS PETROLEUM COMPANY
36	P19910484	LL&E
37	P19910589	TENNECO OIL EXPLORATION & PRODUCTION
38	P19910813	PHILLIPS PETROLEUM COMPANY
39	P19910926	TENNECO OIL EXPLORATION & PRODUCTION
40	P19911268	PHILLIPS PETROLEUM COMPANY
41	P19920001	TENNESSEE GAS
42	P19920002	TENNECO GAS
43	P19920143	PHILLIPS PETROLEUM COMPANY
44	P19920372	TENNECO GAS
45	P19920425	PHILLIPS PETROLEUM COMPANY
46	P19921197	TENNECO GAS
47	P19921223	PHILLIPS PETROLEUM COMPANY
48	P19930148	TENNECO GAS
49	P19930167	TENNECO GAS
50	P19930234	TENNECO GAS
51	P19930279	PHILLIPS PETROLEUM COMPANY
52	P19930315	PHILLIPS PETROLEUM COMPANY
53	P19930906	TENNECO GAS
54	P19931004	AMOCO
55	P19931088	PHILLIPS PETROLEUM COMPANY
56	P19931097	PHILLIPS PETROLEUM COMPANY

	CUP No.	PERMITTEE
57	P19931219	AMOCO
58	P19940208	TENNECO GAS
59	P19940392	TENNECO GAS
60	P19940620	TENNECO GAS
61	P19940671	PHILLIPS PETROLEUM COMPANY
62	P19941021	AMOCO
63	P19941283	TENNECO GAS
64	P19950057	AMOCO
65	P19950188	PHILLIPS PETROLEUM COMPANY
66	P19950189	PHILLIPS PETROLEUM COMPANY
67	P19950190	PHILLIPS PETROLEUM COMPANY
68	P19950278	PHILLIPS PETROLEUM COMPANY
69	P19950492	PHILLIPS PETROLEUM COMPANY
70	P19950906	TENNECO GAS
71	P19951121	LL&E
72	P19960153	PHILLIPS PETROLEUM COMPANY
73	P19960215	PHILLIPS PETROLEUM COMPANY
74	P19960890	RME PETROLEUM COMPANY
75	P19961042	AMOCO
76	P19961087	TENNECO GAS
77	P19961152	PHILLIPS PETROLEUM COMPANY
78	P19961274	TENNECO GAS
79	P19961459	PHILLIPS PETROLEUM COMPANY
80	P19961738	LL&E
81	P19970290	PHILLIPS PETROLEUM COMPANY
82	P19970352	RME PETROLEUM COMPANY
83	P19970651	PHILLIPS PETROLEUM COMPANY
84	P19970722	PHILLIPS PETROLEUM COMPANY

	CUP No.	PERMITTEE
85	P19970856	PHILLIPS PETROLEUM COMPANY
86	P19970884	RME PETROLEUM COMPANY
87	P19970909	RME PETROLEUM COMPANY
88	P19971005	PHILLIPS PETROLEUM COMPANY
89	P19971029	RME PETROLEUM COMPANY
90	P19971212	PHILLIPS PETROLEUM COMPANY
91	P19971244	RME PETROLEUM COMPANY
92	P19971639	RME PETROLEUM COMPANY
93	P19971666	PHILLIPS PETROLEUM COMPANY
94	P19971671	RME PETROLEUM COMPANY
95	P19971672	RME PETROLEUM COMPANY
96	P19971689	RME PETROLEUM COMPANY
97	P19971745	RME PETROLEUM COMPANY
98	P19971881	RME PETROLEUM COMPANY
99	P19971913	PHILLIPS PETROLEUM COMPANY
100	P19971917	LL&E
101	P19971968	TENNESSEE GAS
102	P19980474	PHILLIPS PETROLEUM COMPANY
103	P19980634	PHILLIPS PETROLEUM COMPANY
104	P19980830	PHILLIPS PETROLEUM COMPANY
105	P19981118	AMOCO
106	P19981348	PHILLIPS PETROLEUM COMPANY
107	P19981363	TENNESSEE GAS
108	P19981363	TENNESSEE GAS PIPELI
109	P19990543	PHILLIPS PETROLEUM C
110	P20000740	PHILLIPS PETROLEUM COMPANY

	CUP No.	PERMITTEE
111	P20001625	THE LOUISIANA LAND & EXPLORATION COMPANY
112	P20001889	HILCORP ENERGY COMPANY
113	P20011923	HILCORP ENERGY COMPANY
114	P20020171	PHILLIPS PETROLEUM COMPANY
115	P20020246	PHILLIPS PETROLEUM COMPANY
116	P20020820	PHILLIPS PETROLEUM COMPANY
117	P20031883	HILCORP ENERGY COMPANY
118	P20040118	HILCORP ENERGY COMPANY
119	P20040992	HILCORP ENERGY COMPANY
120	P20050325	HILCORP ENERGY COMPANY
121	P20050448	HILCORP ENERGY COMPANY
122	P20050962	HILCORP ENERGY COMPANY
123	P20051378	HILCORP ENERGY COMPANY
124	P20071834	HILCORP ENERGY COMPANY
125	P20080126	HILCORP ENERGY COMPANY
126	P20080127	HILCORP ENERGY COMPANY
127	P20080176	HILCORP ENERGY COMPANY
128	P20080596	HILCORP ENERGY COMPANY
129	P20120477	HILCORP ENERGY COMPANY
130	P20121011	CHEVRON U.S.A.
131	P20131148	HILCORP ENERGY COMPANY
132	P20131149	HILCORP ENERGY COMPANY

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Service of: *(XXX) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; ( ) Rule; ( ) Judgment ( ) Other:

Party Served: *THE LOUISIANA LAND AND EXPLORATION COMPANY LLC THROUGH CORPORATION SERVICE COMPANY; CHEVRON USA INC THROUGH THE PRENTICE-HALL CORP SYSTEM; CONOCO PHILLIPS COMPANY THROUGH UNITED STATE CORPORATION COMPANY*

Date of Service: *1/30/15*

Type of Service: *(XXX) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

_____
Deputy Clerk

FOOTERAREA

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

127

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

RECEIVED
JAN 29 2015
E.B.R. SHERIFF'S OFFICE

To: CONOCO PHILLIPS COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
UNITED STATES CORPORATION COMPANY
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 21, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

Judy Hadley

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the 30 *day of* Jan, *20* 15 *and on the* 30 *day of* Jan, *20* 15 *served the above named party as follows:*

Personal Service *on the party herein named* United States Co.

Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of* _____, *a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ *this* _____ *day of* _____, *20*____.

Service $_____

Mileage $_____

Total $_____

By: _____ 1544
Deputy Sheriff

[FILED COPY]

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

127

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

RECEIVED
JAN 29 2015
E.B.R. SHERIFF'S OFFICE

To: CHEVRON USA INC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
THE PRENTICE-HALL CORP SYSTEM
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 21, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

Judy Hadley

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the 30 *day of* Jan, *2015 and on the* 30 *day of* Jan, *2015 served the above named party as follows:*

Personal Service *on the party herein named* Prentice Hall Corp.
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of* _____, *a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ *this* _____ *day of* _____, *20*____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

[FILED COPY]

FOR RETURN

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

RECEIVED
JAN 29 2015
E.B.R. SHERIFF'S OFFICE

To: THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CORPORATION SERVICE COMPANY
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 21, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

JAN 30 2015

[FILED COPY]

TX Result Report

P 1
02/06/2015 13:15
Serial No. A5YN017004157
TC: 19061

Addressee	Start Time	Time	Prints	Result	Note
95232508	02-06 13:15	00:00:21	001/001	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPS:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTX:Re-TX, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

301 Main Street
P.O. Box 40
Belle Chasse
Louisiana 70037

DOROTHY M. LUNDIN
Clerk of Court & Ex-Officio Recorder
Twenty-Fifth Judicial District Parish of Plaquemines
www.plaqueminesparishclerkofcourt.com

CAROL A. ROBERTS
Chief Deputy Clerk
OFFICE(504) 297-5180
FAX (504) 297-5195

FAX CONFIRMATION

To: Eberhard D. Garrison Fax: 504-523-2508

Re: Case Number 61-798 Division B

Pleading fax filed: First S&A Petition

Received and date filed on 2/6/15.

____ Please submit $0.00 for filing fees plus $2/page for exhibits or attachments not sent with the fax along with the following Sheriff's checks, if applicable:

XXX There are sufficient funds on account for this filing.

Please submit original along with 1 copy(ies) within 5 days.

Should you have any questions, please call 504-297-5193.

Edward E. Kirby
Deputy Clerk

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION B**

CHARLES W. FASTERLING, JOHN B. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE, AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY [illegible] AND MOSAIC GLOBAL HOLDINGS INC.

FILED

FEB - 6 2015

FILED:_____

DEPUTY CLERK DY. CLERK

FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas, in the above entitled action, who file this First Supplemental and Amending Petition for Damage against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Charles W. Fasterling, is a person of the full age of majority and is a citizen and resident of Colorado Springs, in El Paso County, Colorado.

2.

Plaintiff, John B. Fasterling, III, is a person of the full age of majority and is a citizen and resident of Longview, in Gregg County, Texas.

3.

Plaintiff, Joan F. Meyers, is a person of the full age of majority and is a citizen and resident of Mandeville, in St. Tammany Parish, Louisiana.

4.

Plaintiff, Kenneth C. McGee, Jr., is a person of the full age of majority and is a citizen and resident of Rockport, in Aransas County, Texas.

5.

Plaintiff, John F. McGee, is a person of the full age of majority and is a citizen and resident of Fairhope, in Baldwin County, Alabama.

6.

Plaintiff, Sarah M. Bumpas, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

7.

Plaintiffs own the following property located in the Bastian Bay Oil and Gas Field in Plaquemines Parish, Louisiana:

TRACT 1

The North half of Southwest quarter and North half of South half of Southwest quarter of Section 35, Township 20 South, Range 28 East, West of the Mississippi River, containing 100 acres, more or less.

Being a portion of the property acquired from Mrs. Sarah A. Butler, widow of John Bernard Fasterling, by act before Joseph McCloskey Jr., Notary Public for the Parish of Orleans, State of Louisiana, dated December 27, 1955, registered in COB 187, Folio 381, of the Conveyance Records of the Parish of Plaquemines, Louisiana.

Less and except an undivided one-quarter interest in and to any and all of the minerals and mineral rights of every kind and character in, on and under said property, conveyed to Joseph McCloskey and Moise W. Donnory in the proportions of an individual one-half interest therein to each, by instrument dated November 7, 1959, registered in COB 220, Folio 51, of the records of the Parish of Plaquemines, Louisiana.

TRACT 2

The South half of the South half of Section 37; the East half of Section 43; and the South half and the Northeast quarter of Section 47, Township 20 South, Range 29 East in the Southeastern, West of River Land District, Parish of Plaquemines, containing 959.20 acres according to the official plat of survey of said lands in the State Land office.

Acquired by act of recognition of ownership and compromise between Sarah A. Butler, widow of John Bernard Fasterling, Jr., executed before Lloyd A. Ray, Notary Public for the Parish of Orleans, State of Louisiana, dated December 20, 1937, registered in Conveyance office Book 86, Folio 348 of the records in Plaquemines Parish, La.

Less and except an undivided one-quarter interest in and to any and all of the minerals and mineral rights of every kind and character in, on and under the water bodies located within said governmental subdivisions, conveyed to Joseph McCloskey and Moise W. Donnery in the proportions of an undivided one-half interest therein, to each by agreement made and entered into as of the 20th day of January, 1959.

And also less and except the 30% right, title and interest of the State of Louisiana in and to those water bottoms delineated on plat annexed to and made part of an agreement made prior to the death of John Bernard Fasterling, Jr. and entered into by and between the State mineral Board, Sarah Edith Fasterling, wife of Kenneth C. McGee, and the said Kenneth C. McGee, the Estate of John B. Fatserling, Jr., Gertrude Jackman Fasterling, John Bernard Fasterling, III, Charles William Fasterling and Joan Bonnabel Fasterling, Joseph McCloskey and Moise W. Donnery, individually, and on behalf of the law firm of McCloskey and Dennery, Gulf Oil Corporation and Phillips Petroleum Corporation, as of the first day of November, 1963, recorded in Conveyance Book 273, Folio 127 of the records of Plaquemines Parish, La.

TRACT 3

The North half of the South West quarter, South half of the Southeast quarter and Southwest quarter of Northeast quarter of Section 6; and the North half of the Northeast quarter of Section 7; the East half of the Southeast quarter and the West half of Section 8; the North half of the South half of Section 9; and the Southwest quarter of Section 10 in Township 21 South, Range 29 East, in the Southeastern West of the River Land District, Parish of Plaquemines, State of Louisiana, containing 1,026.458 acres.

Acquired by act of recognition of ownership and compromise between Sarah A. Butler, widow of John Bernard Fasterling, Jr., executed before Lloyd A. Ray, Notary Public for the Parish of Orleans, State of Louisiana, dated December 20, 1937, registered in Conveyance office Book 86, Folio 348 of the records in Plaquemines Parish, La.

Acquired from the succession of John Bernard Fasterling, Jr., by a judgment of possession rendered by Civil District Court for the Parish of Orleans, State of Louisiana in proceedings # 417-490 on the docket of said Court Dated December 30, 1965, registered in COB 306 Folio 243.

Less and except an undivided one-quarter interest in and to any and all of the minerals and mineral rights of every kind and character in on and under the water bodies located within said governmental subdivisions, conveyed to Joseph McCloskey and Moise W. Donnery in the proportions of an undivided one-half interest therein to each by agreement made and entered into as of the 20th day of January, 1959, confirmed with respect to certain specific water bodies by instrument dated the 15th day of February, 1962, recorded in COB 247, Folio 714 of the records of Plaquemines Parish, Louisiana.

TRACT 4

The North half of the Southeast quarter and the Northwest quarter of the Southeast quarter of Section 10; the Southwest quarter of the Southeast quarter of Section 13; the East half of the Southwest quarter of section 14; the North half of the Northeast quarter, the West half of the Southeast quarter and the East half of the West half of Section 15; the South half of the Southeast quarter, the East half of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 17; the South half of the southeast quarter of Section 18; the East half of

the East half of Section 19; the South half of the Northwest quarter, the Northeast quarter of the Northwest quarter, the Northwest quarter of the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 20; the East half of the West half of Section 22; the East half of the Northwest quarter, the North half of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section 23; the Northwest quarter, the South half of the Southwest quarter, the West half of the Southeast quarter, the Northeast quarter of the Southeast quarter and the Northwest quarter of the Northeast quarter of Section 25; the Northeast quarter of Section 26; the East half of the Northwest quarter, the West half of the Southeast quarter, the Southeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 27; and the North half of the Northwest quarter of Section 35 in Township 21 South, Range 29 East, in the Southeastern West of the River Land District, Plaquemines Parish, Louisiana.

Acquired by act of recognition of ownership and compromise between Sarah A. Butler, widow of John Bernard Fasterling, Sarah Edith Fasterling, and Join Bernard Fosterling, Jr., mentioned before Lloyd A. Nay, Notary Public for the Parish of Orleans, State of Louisiana, dated December 20, 1937 recorded in Conveyance Book 306, Folio 343 of the records in Plaquemines Parish, Louisiana.

Less and except an undivided one-quarter interest in and to any and all of the minerals and mineral rights of every kind and character in, on and under the water bodies located within said governmental subdivision, conveyed to Joseph McCloskey and Moise W. Donnery in the proportions of an undivided one-half interest therein to each and by agreement made and entered into as of the 20th day of January, 1959.

TRACT 5

A certain tract of land sometimes known as the lower El Dorado Plantation, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated on the right descending bank of the Mississippi River, at a distance of about seventy-two (72) miles below the City of New Orleans, having and measuring three and three-quarters (3 ¾) arpents front on said river by forty (40) arpents in depth, bounded above by lands belonging to the Estate of Matthew Ban and below by lands belonging to the Estate of L.G. Evasovich containing one hundred and fifty (150) acres of land, more or less, less and except thereform:

a.) That portion thereof previously sold to Buras Citrus Growers Cooperative Association, Inc., being and measuring approximately one (1) acres.
b.) That portion thereof previously sold to Riverlane Development Co. Inc. as per act before Charles A. Arceneaux, Notary Public for the Parish of Orleans, State of Louisiana, dated November 17, 1966, recorded in COB 306, folio 185 of the records of the Clerk of Court and Ex-Officio Register of Conveyances for the Parish of Plaquemines, State of Louisiana, it being the intent and purpose of this instrument to convey all of the batture and other property, if any, situated on the Mississippi River side of the property hereinabove referred to as having been sold to Riverlane Development Co, Inc. and all of the remainder of said property not heretofore conveyed to Riverlane Development Co., Inc.

TRACT 6

A certain tract of land sometimes known as Upper El Dorado Plantation, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated on the right descending bank of the Mississippi River, at a distance of about seventy-two (72) miles below the City of New Orleans, having and measuring 234 feet front on said River by forty (40) arpents in depth, bounded above by lands belonging to the estate of Matthew Ban, containing forth (40) acres of land more or less, less and except therefrom:
a.) That portion thereof previously sold to Billy Joe Steelman by act before Charles A, Arceneaux, Notary Public for the Parish of Orleans, State of Louisiana, dated the 7th day of June, 1967, and registered in COB 313, folio 64, of the Records of the Clerk of Court and Ex-Officio Register of Conveyances for the Parish of Plaquemines, State of Louisiana.
b.) That portion thereof in the rear of the portion hereinabove referred to as having been sold to Billy Joe Steelman extending in depth from the left descending side of Louisiana State Highway #23 right of way to the bank of the presently existing drainage canal bisection said property.

These tracts are hereinafter referenced as "Plaintiffs' Property".

8.

Made defendants are the following parties:

a. **HILCORP ENERGY COMPANY** is a foreign corporation having a principal place of business in Texas;

b. **CHEVRON U.S.A. INC.** is a foreign corporation having a principal place of business in California. Chevron U.S.A Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

c. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having a principal place of business in California. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

d. **ANADARKO E&P ONSHORE, LLC** is a foreign company having a principal place of business in Texas. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

e. **TENNESSEE GAS PIPELINE COMPANY, L.L.C.** is a foreign company having a principal place of business in Texas. Tennessee Gas Pipeline Company L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

f. **BP AMERICA PRODUCTION COMPANY** is a foreign corporation having a principal place of business in Texas. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

g. **CONOCOPHILLIPS COMPANY** is a foreign corporation having a principal place of business in Texas. ConocoPhillips Company is named in its own capacity and as successor in interest to **Philips Oil Company**, and **Phillips Petroleum Company**;

h. **THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C.** is a foreign company having a principal place of business in Texas. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**; and

i. **MOSAIC GLOBAL HOLDINGS INC.** is a foreign company having a principal place of business in Minnesota. Mosaic Global Holdings Inc. is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company,** and **McMoran Production Company**.

VENUE

9.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained, in Plaquemines Parish.

10.

PLAQUEMINES PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUIT *THE PARISH OF PLAQUEMINES V. HILCORP ENERGY COMPANY, ET AL.*, DOCKET 60-999, DIVISION A (25TH JDC) (FILED NOV. 8, 2013)

The Parish of Plaquemines has found the following violations by the Defendants herein as alleged by the Parish in the lawsuit *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, Docket 60-999, Division A (25th JDC) (Filed Nov. 8, 2013). Plaintiffs' Property is located within the "Operational Area" defined in the above referenced Parish lawsuit and as depicted in the Parish lawsuit (their Exhibit B) attached hereto as **Exhibit A.** The subparts below, "a"

through "v", include the findings of the Parish, as alleged in the Parish's Petition for Damages to the Plaquemines Parish Coastal Zone ("Parish Petition") as follows:

a.

> In general, the Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in violation of the CZM Laws and that these activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish.
>
> ...
>
> In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred. [Parish Petition ¶3].

b.

> The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1). [Parish Petition ¶4].

c.

> Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5)...The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone...." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measurable seawater content (under normal weather conditions over a period of years)." La. R.S. 49:214.23(4). [Parish Petition ¶5].

d.

> The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws. [Parish Petition ¶6].

e.

> The CZM Laws regulate certain "*uses*" within the Coastal Zone. La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." ... The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters." [Parish Petition ¶7].

f.

> Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.* [Parish Petition ¶14].

g.

The state coastal management regulations contemplated by La. R.S. 49:214.21, *et seq.*, are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M. [Parish Petition ¶16].

h.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43:I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable

for all damages resulting from their violation of the CZM Laws. [Parish Petition ¶17].

i.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants within the Operational Area have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable. [Parish Petition ¶18].

j.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. ... The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed[.] [Parish Petition ¶19].

k.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP). [Parish Petition ¶20].

l.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:I.715.D. [Parish Petition ¶21].

m.

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those

waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws. [Parish Petition ¶22].

n.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.I. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein. [Parish Petition ¶23].

o.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43:I.700, *et seq.*, define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.1. Defendants are thus liable for

their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36. [Parish Petition ¶24].

p.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limits of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore these canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M. [Parish Petition ¶25].

q.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

"It is the policy of the coastal resources program to avoid the following adverse impacts . . . :

(4) alterations in the natural concentration of oxygen in coastal waters;
(5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

***

(8) detrimental changes in existing salinity regimes;
(9) detrimental changes in littoral and sediment transport processes;

***

(13) discharges of pathogens or toxic substances into coastal waters;

***

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

***

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;
(19) land loss, erosion, and subsidence;
(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;
(21) reduction in the long term biological productivity of the coastal ecosystem. [Parish Petition ¶26].

r.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "**LDNR-OC**"). Paragraph B of La. R.S. 49:214.31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understanding Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in-lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approved local programs." [Parish Petition ¶27].

s.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities. [Parish Petition ¶28].

t.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. *See* LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission. [Parish Petition ¶29].

u.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations. [Parish Petition ¶30].

v.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area. [Parish Petition ¶31].

PLAINTIFFS' ALLEGATIONS

11.

Based upon the foregoing findings by the Parish of Plaquemines, particularly Defendants' activities in and around the Bastian Bay Field, the Plaintiffs herein allege, upon information and belief, that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence — leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property. This land loss is caused when the activities described above present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands. For the purposes of the Plaintiffs herein, the "Operational Area" comprises the area in and around Bastian Bay Oil & Gas Field. A list of Defendants' relevant wells is attached as **Exhibit B**. A list of Defendants' relevant Coastal Use Permits is attached as **Exhibit C**. Defendants operated the wells listed in Exhibit B and operated expansive oil and gas facilities pursuant to Coastal Use Permits listed in Exhibit C. The operation of these wells and oilfield facilities caused damage and land loss that was not permitted by law or permit. Further, to the extent some of Defendants acts and omissions were allowed by permit, this does not absolve the Defendants of liability to the Plaintiffs. The Defendants' well operations (and related operations, such as dredging, waste disposal, and transportation of product and waste) and Coastal Use Permit activities (and activities beyond the scope of those permits) could have been conducted in a way that did not destroy the Plaintiffs' Property because there were reasonably prudent alternatives that would have prevented the damage done to Plaintiffs' Property.

12.

Defendants' acts and omissions include the acts and omissions as listed above in the Parish Petition, and also include: (1) failure to follow the standard of care under the regulatory structure, (2) failure to follow express and implied obligations under the permits, (3) failure to use reasonably prudent operational techniques, (4) failure to prevent unreasonable alterations to the surrounding land and marsh, (5) failure to use reasonably prudent waste disposal techniques, and (6) failure to use reasonably feasible alternative methods. For example, Defendants failed to

backfill the canals upon the drilling of the wells, failed to use injection wells, failed to use overmarsh vehicles, failed to use proper spoil bank mitigation and maintenance, and failed to manage canals prudently.

13.

Plaintiffs did not have actual or constructive knowledge of the damages caused by Defendants herein until less than one year before the filing of the instant lawsuit.

COUNT 1: NEGLIGENCE

14.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

15.

Defendants knew or should have known that their conduct would alter the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. Defendants had a duty to protect the Plaintiffs and Plaintiffs' Property from these effects. Defendants' violation of this duty proximately caused the damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

16.

Each of the Defendants' past and continuing acts and omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within and around the Operational Area, in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' respective activities at issue in this action.

17.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts and/or omissions. The Plaintiffs are entitled to injunctive relief in the form of

abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

18.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 2: STRICT LIABILITY

19.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

20.

Defendants are strictly liable for their operations that occurred prior to April 16, 1996. Defendants have, or have had, ownership, care, custody, and garde of the canals, and other oil and gas facilities in the Operational Area and/or sufficient control over those canals and oil and gas facilities to constitute custody and garde.

21.

Those canals and oil and gas facilities have introduced corrosive salt water to the interior coastal lands with increasing volume and velocity, and have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in the Operational Area, including the Plaintiffs' Property.

22.

Defendants had the right of supervision, direction, and control, as well as the right to benefit from control of the oil and gas facilities. Defendants had, and have, a legal relationship to the property, comprising rights and duties.

23.

Ruin, vices and defects in the canals and oil and gas field operations (including wells, flowlines, equipment, tanks, pits, and waste facilities) occasioned and caused damage to Plaintiffs' Property.

24.

Civil Code article 667 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "Although a proprietor may do with his estate whatever he pleases, still he can not make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Defendants are liable to Plaintiffs because Defendants' acts and omissions constitute "work" under article 667, and this work has deprived the Plaintiffs of the liberty of enjoying Plaintiffs' Property, and such work has caused damage to Plaintiffs' Property.

25.

Civil Code article 2322 establishes strict liability for certain damage. Specifically, prior to the 1996 amendment, "The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Defendants are liable to Plaintiffs under this law. Defendants' network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks constituted their "buildings." The Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of altered the hydrology of the area, causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence. This deprived the Plaintiffs of enjoyment of their land and caused damages described herein: land loss, increased risk of land loss and storm surge, lost current and future economic value of activities that depended on such lost land, and other damages to Plaintiffs' Property.

26.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, and 2322, and other laws, Defendants are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' Property as caused by Defendants' network and physical elements of oil and gas

exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures and canals and spoil banks. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

27.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 3: PUBLIC NUISANCE

28.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

29.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in the Operational Area, constituting an unreasonable interference with the health, safety, property, peace, and/or comfort of southeast Louisiana communities as those acts and/or omissions have, and continue to, expose those communities to increased storm surge risk.

30.

Defendants failed to use reasonably prudent operational techniques, failed to prevent unreasonable alterations to the surrounding land and marsh, failed to use reasonably prudent waste disposal techniques, and failed to use reasonably feasible alternative methods to fulfill their purpose without damaging neighboring lands. Defendants' acts and omissions created a hazardous condition affecting the Plaintiffs. Defendants could reasonably foresee that damage would ensue on neighboring properties as a result of their acts and omissions and their decisions not to mitigate the effects of their operations. The harm, inconvenience, and damage materially

interfere with the Plaintiffs' rights to enjoy their property. The damage caused by Defendants is an unreasonable intrusion into the lives of the neighboring Plaintiffs.

31.

That unreasonable interference has been and continues to be a proximate cause of particularized damage to Plaintiffs' Property in the form of the value of land directly lost and the value of economic and life activities attendant to that lost land. This damage is different in kind than that sustained by the public at large.

32.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

33.

That unreasonable interference is continuing to produce adverse effects.

34.

That unreasonable interference is known or knowable by Defendants.

35.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

36.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 4: PRIVATE NUISANCE

37.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

38.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in the Operational Area, all in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, along with standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

39.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq*.

40.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care.

41.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

42.

In addition, Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 5: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

43.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

44.

The express and implied obligations and duties contained in the coastal use permits ("CUPs") identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the Operational Area, including the Plaintiffs' Property, and that Defendants take affirmative protective actions and prohibit other actions with detrimental effects on the Operational Area.

45.

Provisions established by law and permit, and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in the Operational Area, including Plaintiffs. Accordingly, those provisions afford Plaintiffs third-party beneficiary status.

46.

Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action.

47.

Accordingly, Defendants are in continuing breach of those obligations and duties such that Defendants are bound to redress the damages caused by their breach and sustained by the Plaintiffs. The Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration

activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

48.

In addition, the Plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

CUMULATIVE IMPACTS AND REMEDY

49.

The Defendants' operations have caused cumulative and collective impacts to the Plaintiffs' Property. These cumulative and collective impacts resulted in common injury to Plaintiffs' Property, including the altered hydrology, saltwater intrusion, loss of vegetation and resulting land loss. As previously stated, Plaintiffs' Property lies within the Operational Area defined by the Parish lawsuit. The Defendants' network of oil and gas exploration production and transportation facilities, equipment, wells, and other related structures, and canals and spoil banks helped introduce and continue to introduce corrosive saltwater and other substances to this particular geographic area. Thus, there is a community of interest among the Defendants. The Defendants' damages to the Plaintiffs' Property are commingled and indistinguishable from one another. The required remedies for the damages are the result of all of the Defendants' actions and omissions. The combined effects of these operations have caused cumulative impacts to the Operational Area and Plaintiffs' Property.

50.

The only feasible and practical outcome here is restoration to the area as a whole. Defendants' damages to Plaintiffs' Property involve the same factual and legal issues in terms of the historical oil and gas operations in the area and their cumulative detriments.

51.

All of the Defendants named herein are jointly and solidarily liable for the damage to the Plaintiffs' Property.

52.

Plaintiffs are not pleading any claims that arise under federal law. Plaintiffs are not pursuing any claims that have been discharged in bankruptcy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Defendants finding that Defendants are liable and indebted to Plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances;

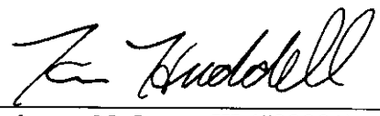
b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,



Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02019)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Brent B. Barriere (#2818)
Benjamin D. Reichard (#31933)
Fishman, Haygood, Phelps, Walmsley Willis & Swanson, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs

FedEx

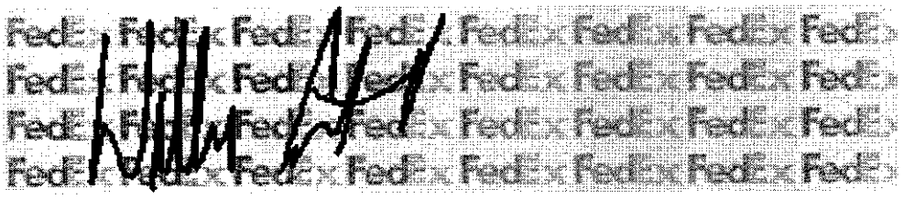
February 2,2015

Dear Customer:

The following is the proof-of-delivery for tracking number **806601916235**.

Delivery Information:

Status:	Delivered	**Delivered to:**	Shipping/Receiving
Signed for by:	W.AUSTIN	**Delivery location:**	6001 BOLLINGER CANYON RD CA 94583
Service type:	FedEx Priority Overnight	**Delivery date:**	Jan 30, 2015 08:39
Special Handling:	Deliver Weekday Direct Signature Required		



Shipping Information:

Tracking number:	806601916235	**Ship date:**	Jan 29, 2015
		Weight:	1.0 lbs/0.5 kg

Recipient:
ATTN CHIEF EXECUTIVE OFFICER
CHEVRON U S A HOLDINGS INC
6001 BOLLIUNGER CANYON RD
CA 94583 US

Shipper:
KEVIN E HUDDELL
JONES, SWANSON
601 POYDRAS ST STE 2655
NEW ORLEANS, LA 701306004 US

Reference 1036

Thank you for choosing FedEx.

FILED
FEB 04 2015
DY. CLERK

EXHIBIT
tabbies
A

MUR4

FedEx Express Package US Airbill

FedEx Tracking Number 8066 0191 6235

Form ID No 0215

1 From *Please print and press hard.*

Date 1/29/15 Sender's FedEx Account Number 2443-7450-6

Sender's Name Kevin E. Huddell Phone (504) 523-2500

Company JONES, SWANSON

Address 601 POYDRAS ST STE 2655

Dept./Floor/Suite/Room

City NEW ORLEANS State LA ZIP 70130-6004

2 Your Internal Billing Reference 036

First 24 characters will appear on invoice.

3 To

Recipient's Name ATTN: Chief Executive Officer Phone (925) 842-1000

Company Chevron U.S.A. Holdings, Inc.

Address 6001 Bollinger Canyon Road

We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City San Ramon State CA ZIP 94583

0116966847

Ship it. Track it. Pay for it. All online.
Go to fedex.com.

4 Express Package Service * To most locations.

NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs.
For packages over 150 lbs., use the new FedEx Express Freight US Airbill.

Next Business Day

- [x] FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- [ ] FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
- [ ] FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

- [x] FedEx Envelope*
- [ ] FedEx Pak*
- [ ] FedEx Box
- [ ] FedEx Tube
- [ ] Other

6 Special Handling and Delivery Signature Options

- [ ] SATURDAY Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

- [ ] No Signature Required — Package may be left without obtaining a signature for delivery.
- [x] Direct Signature — Someone at recipient's address may sign for delivery. Fee applies.
- [ ] Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?

One box must be checked.

- [x] No
- [ ] Yes — As per attached Shipper's Declaration.
- [ ] Yes — Shipper's Declaration not required.
- [ ] Dry Ice — Dry Ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

- [ ] Cargo Aircraft Only

7 Payment *Bill to:*

Enter FedEx Acct. No. or Credit Card No. below.

- [x] Sender — Acct. No. in Section 1 will be billed.
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

FedEx Acct. No. / Credit Card No. Exp. Date

Total Packages	Total Weight	Total Declared Value†
	lbs.	$ .00

†Our liability is limited to US$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

611

Rev. Date 2/12 • Part #163134 • ©1994–2012 FedEx • PRINTED IN U.S.A. SRS

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

JONES
SWANSON
HUDDELL &
GARRISON LLC

Kevin E. Huddell, Esq.
khuddell@jonesswanson.com

January 28, 2015

Via Federal Express
Chevron U.S.A. Holdings, Inc.
ATTN: Chief Executive Officer
6001 Bollinger Canyon Road
San Ramon, CA 94583

RE: ***CHARLES W. FASTERLING, et al. v. HILCORP ENERGY COMPANY, et al.***
Case No.: 61-798, Div. B, 25th Judicial District Court for the Parish of Plaquemines

To Whom It May Concern:

Please find enclosed a Citation, Petition for Damages and Plaintiff's First Set of Interrogatories and Requests for Production of Documents to All Defendants filed by our clients Charles W. Fasterling, et al. This service is being issued in connection with the above-referenced action filed in the Judicial District Court for the Parish of Plaquemines, State of Louisiana.

Service of the foregoing is hereby made upon you pursuant to La. Rev. Stat. § 13.3201 *et seq*. Please be advised that you have **thirty (30) days** from the date of service of the attached Petition in which to file appropriate responsive pleadings with the Plaquemines Parish Judicial District Court in the referenced matter.

With best regards, I am

Very cordially yours,

Kevin E. Huddell

KEH/jw
Enclosure

FOR RETURN

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: CHEVRON USA HOLDINGS, INC
ATTN: CHIEF EXECUTIVE OFFICER
6001 BOLLINGER CANYON RD.
SAN RAMON, CA 94583

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 28, 2015.

Req. By:
KEVIN E. HUDDELL
ATTORNEY FOR PLAINTIFF
504-523-2500

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service. I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

[FILED COPY]

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: "B"**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED
FEB 04 2015
DY. CLERK

FILED:_____

DEPUTY CLERK

AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally came and appeared:

Kevin E. Huddell

who after being duly sworn, did depose and state that:

1. He is an attorney with the law firm Jones, Swanson, Huddell & Garrison, LLC representing Charles W. Fasterling, John N. Fasterling, Iii, Joan F. Meyers, Kenneth C. Mcgee, Jr., John F. Mcgee and Sarah M. Bumpas (collectively, "Plaintiffs") in the above-captioned matter.

2. He served upon Chevron U.S.A. Holdings, Inc. the Citation, Petition for Damages, and Plaintiff's First Set of Interrogatories and Requests for Production of Documents to All Defendants on behalf of Plaintiffs in accordance with the Louisiana Long Arm Statute, La. R.S. 13:3201, et seq., by sending a certified copy of the Petition for Damages and Plaintiff's First Set of Interrogatories and Requests for Production of Documents to All Defendants by Federal Express, Tracking No. 8066 0191 6235, addressed to Chevron U.S.A. Holdings, Inc., ATTN: Chief Executive Officer, at the address: 6001 Bollinger Canyon Road, California 94583.

3. Federal Express evidencing receipt was delivered to 6001 Bollinger Canyon Road, California 94583 and signed for by W. Austin on "January 30, 2015" and is attached hereto and marked as Exhibit "A".

4. Said affiant further declared that he has read the above and foregoing and that the statements and allegations contained therein are true and correct to the best of his knowledge, information and belief.

Kevin E. Huddell

WITNESSES:

Emma E. Austin Dorsett

Jamie Wimberly

Sworn to and subscribed before me this 3rd day of February, 2015.

NOTARY

EBERHARD D. GARRISON
NOTARY PUBLIC
STATE OF LOUISIANA
My Commission is issued for Life
Bar Roll Number 22058

FedEx

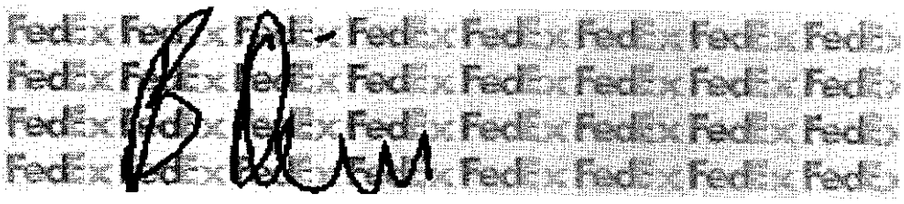
February 2,2015

Dear Customer:

The following is the proof-of-delivery for tracking number **807151245755**.

Delivery Information:

Status:	Delivered	**Delivered to:**	Receptionist/Front Desk
Signed for by:	B.QUINN	**Delivery location:**	3033 CAMPUS DR E490 MN 55441
Service type:	FedEx Priority Overnight	**Delivery date:**	Jan 30, 2015 09:51
Special Handling:	Deliver Weekday Direct Signature Required		



Shipping Information:

Tracking number:	807151245755	**Ship date:**	Jan 29, 2015
		Weight:	1.0 lbs/0.5 kg

Recipient:
ATTN CHEF EXECUTIVE OFFICE
MOSAIC CLOBAL HOLDINGS INC
3033 CAMPUS DR STE E490
MN 55441 US

Shipper:
KEVIN E HUDDELL
JONES, SWANSON
601 POYDRAS ST STE 2655
NEW ORLEANS, LA 701306004 US

Reference
636

Thank you for choosing FedEx.

FILED
FEB 04 2015
BY CLERK

EXHIBIT
A

00028

FedEx Express — Package US Airbill

FedEx Tracking Number 8071 5124 5755

Form ID No. 0215

1 From *Please print and press hard.*

Date 1/29/15 Sender's FedEx Account Number 2443-7450-6

Sender's Name Kevin E. Huddell Phone (150) 452-3250

Company JONES, SWANSON

Address 601 POYDRAS ST STE 2655 Dept./Floor/Suite/Room

City NEW ORLEANS State LA ZIP 70130-6004

2 Your Internal Billing Reference First 24 characters will appear on invoice. 6360

3 To Recipient's Name ATTN: Chief Executive officer Phone (763) 577-2700

Company Mosaic Global Holdings, Inc.

Address 3033 campus Drive We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

Address Suite E490 Use this line for the HOLD location address or for continuation of your shipping address.

City Plymouth State MN ZIP 55441-2657

HOLD Weekday FedEx location address REQUIRED. Not available for FedEx First Overnight.

HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

0118154330

Ship it. Track it. Pay for it. All online. Go to fedex.com.

4 Express Package Service • To most locations. NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs. *For packages over 150 lbs., use the new FedEx Express Freight US Airbill.*

Next Business Day

- [x] *FedEx First Overnight* Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] *FedEx Priority Overnight* Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] *FedEx Standard Overnight* Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- [ ] *FedEx 2Day A.M.* Second business morning.* Saturday Delivery NOT available.
- [ ] *FedEx 2Day* Second business afternoon.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- [ ] *FedEx Express Saver* Third business day.* Saturday Delivery NOT available.

5 Packaging • Declared value limit $500.

- [x] FedEx Envelope*
- [ ] FedEx Pak*
- [ ] FedEx Box
- [ ] FedEx Tube
- [ ] Other

6 Special Handling and Delivery Signature Options

- [ ] SATURDAY Delivery NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

- [ ] No Signature Required Package may be left without obtaining a signature for delivery.
- [x] Direct Signature Someone at recipient's address may sign for delivery. *Fee applies.*
- [ ] Indirect Signature If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. *Fee applies.*

Does this shipment contain dangerous goods? One box must be checked.

- [x] No
- [ ] Yes As per attached Shipper's Declaration.
- [ ] Yes *Shipper's Declaration* not required.
- [ ] Dry Ice Dry ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

- [ ] Cargo Aircraft Only

7 Payment *Bill to:* Enter FedEx Acct. No. or Credit Card No. below.

- [x] Sender Acct. No. in Section 1 will be billed.
- [ ] Recipient
- [ ] Third Party
- [ ] Credit Card
- [ ] Cash/Check

FedEx Acct. No. / Credit Card No. Exp. Date

Total Packages 1 Total Weight ____ lbs Total Declared Value† $ ____ .00

†Our liability is limited to US$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

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22460

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05352045

JONES
SWANSON
HUDDELL &
GARRISON LLC

Kevin E. Huddell, Esq.
khuddell@jonesswanson.com

January 28, 2015

Via Federal Express
Mosaic Global Holdings, Inc.
ATTN: Chief Executive Officer
3033 Campus Drive, Suite E490
Plymouth, MN 55441-2651

RE: ***CHARLES W. FASTERLING, et al. v. HILCORP ENERGY COMPANY, et al.***
Case No.: 61-798, Div. B, 25th Judicial District Court for the Parish of Plaquemines

To Whom It May Concern:

Please find enclosed a Citation, Petition for Damages and Plaintiff's First Set of Interrogatories and Requests for Production of Documents to All Defendants filed by our clients Charles W. Fasterling, et al. This service is being issued in connection with the above-referenced action filed in the Judicial District Court for the Parish of Plaquemines, State of Louisiana.

Service of the foregoing is hereby made upon you pursuant to La. Rev. Stat. § 13.3201 ***et seq.*** Please be advised that you have **thirty (30) days** from the date of service of the attached Petition in which to file appropriate responsive pleadings with the Plaquemines Parish Judicial District Court in the referenced matter.

With best regards, I am

Very cordially yours,

Kevin E. Huddell

KEH/jw
Enclosure

FOR RETURN

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MOSAIC GLOBAL HOLDINGS, INC.
ATTN: CHIEF EXECUTIVE OFFICER
3033 CAMPUS DRIVE, SUITE E490
PLYMOUTH, MN 55441-2651

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 28, 2015.

Req. By:
KEVIN E. HUDDELL
ATTORNEY FOR PLAINTIFF
504-523-2500

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

[FILED COPY]

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-798 **DIVISION: "B"**

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C, MOSAIC GLOBAL HOLDINGS INC.

FILED
FEB 04 2015
DEPUTY CLERK BY. CLERK

FILED:_____

AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally came and appeared:

Kevin E. Huddell

who after being duly sworn, did depose and state that:

1. He is an attorney with the law firm Jones, Swanson, Huddell & Garrison, LLC representing Charles W. Fasterling, John N. Fasterling, Iii, Joan F. Meyers, Kenneth C. Mcgee, Jr., John F. Mcgee and Sarah M. Bumpas (collectively, "Plaintiffs") in the above-captioned matter.

2. He served upon Mosaic Global Holdings, Inc. the Citation, Petition for Damages, and Plaintiff's First Set of Interrogatories and Requests for Production of Documents to All Defendants on behalf of Plaintiffs in accordance with the Louisiana Long Arm Statute, La. R.S. 13:3201, et seq., by sending a certified copy of the Petition for Damages and Plaintiff's First Set of Interrogatories and Requests for Production of Documents to All Defendants by Federal Express, Tracking No. 8071 5124 5755, addressed to Mosaic Global Holdings, Inc., ATTN: Chief Executive Officer, at the address: 3033 Campus Drive, Suite E490, Minnesota 55441.

3. Federal Express evidencing receipt was delivered to 3033 Campus Drive, Suite E490, Minnesota 55441 and signed for by B. Quinn on "January 30, 2015" and is attached hereto and marked as Exhibit "A".

4. Said affiant further declared that he has read the above and foregoing and that the statements and allegations contained therein are true and correct to the best of his knowledge, information and belief.

Kevin E. Huddell

WITNESSES:

Emily E. Huddell

Jamie Wadsworth

Sworn to and subscribed before me this 3rd day of February, 2015.

NOTARY

EBERHARD D. GARRISON
NOTARY PUBLIC
STATE OF LOUISIANA
My Commission is issued for Life
Bar Roll Number 22058

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Service of: *(X) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; ( ) Rule; ( ) Judgment ( ) Other:

Party Served: *HILCORP ENERGY COMPANY*

Date of Service: *01-29-2015*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

_____
Deputy Clerk

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: HILCORP ENERGY COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 21, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

JAN 29 2015
I made service on the named party through the
CT Corporation
by tendering a copy of this document to
A DEANS
☐ ANTOINETTE PIERCE
☐ TREVOR CARTER
☐ CONSTANCE CARTER
E. [illegible] SUMMONS
Deputy Sheriff, Parish of East Baton Rouge, Louisiana

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FILED
FEB 03 2015
DY. CLERK

[FILED COPY]

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Service of: *(X) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; ( ) Rule; ( ) Judgment ( ) Other:

Party Served: *ANDARKO E&P ONSHORE LLC*

Date of Service: *01-29-2015*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

_____
Deputy Clerk

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: ANDARKO E&P ONSHORE LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

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Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

I made service on the named party through the
JAN 29 2015
CT Corporation
by tendering a copy of this document to
DENIS
ANTOINE PIERCE
TREVOR CARR
Parish of East Baton Rouge, Louisiana

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

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Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FILED
FEB 03 2015
DY. CLERK

[FILED COPY]

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Service of: *(X) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; ( ) Rule; ( ) Judgment ( ) Other:

Party Served: *BP AMERICA PRODUCTION CO*

Date of Service: *01-29-2015*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

_____
Deputy Clerk

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: BP AMERICA PRODUCTION COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

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Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

JAN 28 2015
I made service on the named party through the
CT Corporation
by leaving a c... department to
☐ Ch...
☐ A DENIAL PIERCE
☐ IR... SUITE
Deputy Sheriff, Parish of East Baton Rouge, Louisiana

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FILED
FEB 03 2015
DY. CLERK

[FILED COPY]

NOTICE OF SERVICE

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: KEVIN E HUDDELL
JONES SWANSON HUDDELL & GARRISON LLC
601 POYDRAS ST
SUITE 2655
NEW ORLEANS, LA 70130

Service of: *(X) Citation; ( ) Petition; ( ) SDT; ( ) Witness Subpoena*

( ) Motion & Order; ( ) Rule; ( ) Judgment ( ) Other:

Party Served: *TENNESSEE GAS PIPELINE CO LLC*

Date of Service: *01-29-2015*

Type of Service: *(X) Personal ( ) Domiciliary*

If no service, reason:

Sincerely,

_____
Deputy Clerk

CITATION

FOR RETURN

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: ***B***
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: TENNESSEE GAS PIPELINE COMPANY LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

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WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 21, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

JAN 29 2015

DENT S

ANTOINE PIERCE

Deputy Sheriff, Parish of East Baton Rouge, Louisiana

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

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Returned:
Parish of _____ this _____ day of _____, 20____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FILED
FEB 03 2015
DY/CLERK

[FILED COPY]

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MOSAIC GLOBAL HOLDINGS, INC.
ATTN: CHIEF EXECUTIVE OFFICER
3033 CAMPUS DRIVE, SUITE E490
PLYMOUTH, MN 55441-2651

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

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Req. By:
KEVIN E. HUDDELL
ATTORNEY FOR PLAINTIFF
504-523-2500

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____
Deputy Sheriff

Mileage $_____

Total $_____

FOOTERAREA

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: CHEVRON USA HOLDINGS, INC
ATTN: CHIEF EXECUTIVE OFFICER
6001 BOLLINGER CANYON RD.
SAN RAMON, CA 94583

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 28, 2015.

Req. By:
KEVIN E. HUDDELL
ATTORNEY FOR PLAINTIFF
504-523-2500

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____
Deputy Sheriff

Mileage $_____

Total $_____

FOOTERAREA

JONES
SWANSON
HUDDELL &
GARRISON LLC

Kevin E. Huddell, Esq.
khuddell@jonesswanson.com

FILED
JAN 28 2015
DY. CLERK

January 28, 2015

Via Hand Delivery
Honorable Dorothy Lundin
Clerk of Court
P. O. Box 40
Belle Chasse, LA 70037

RE: ***CHARLES W. FASTERLING, et al. v. HILCORP ENERGY COMPANY, et al.***
Case No.: 61-798, Div. B, 25th Judicial District Court for the Parish of Plaquemines

Dear Ms. Lundin:

In conjunction with the Petition and Exhibits filed on November 10, 2014 in the above-captioned matter and pursuant to Louisiana's Long-Arm Statute, LA-R.S. 13:3204, please prepare Citations to the Defendants listed below:

Chevron U.S.A. Holdings, Inc.
ATTN: Chief Executive Officer
6001 Bollinger Canyon Road
San Ramon, CA 94583

Mosaic Global Holdings, Inc.
ATTN: Chief Executive Officer
3033 Campus Drive, Suite E490
Plymouth, MN 55441-2651

In addition to copies of the court-stamped Petition, please find attached our check to the Plaquemines Parish Clerk of Court in the amount of $140.00.

Please contact Jamie Wimberly at 523-2500 when the long-arm service Citations are ready and she will pick them up in person. Thank you.

Sincerely,

Kevin E. Huddell

KEH/jw

Enclosures

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: CHEVRON USA INC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
THE PRENTICE-HALL CORP SYSTEM
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 21, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: ANDARKO E&P ONSHORE LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

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Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: MOSAIC GLOBAL HOLDINGS INC
100 S 5TH ST SUITE 1075
MINNEAPOLIS MN 55402

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

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Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
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Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

CITATION
(TO BE SERVED PURSUANT TO THE LOUISIANA LONG-ARM STATUTE)

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: 00061798
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

TO: CHEVRON USA HOLDINGS INC
P O BOX 6028
SAN RAMON CA 94583

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filling a pleading or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within thirty (30) days after the service hereof, under the penalty of default.

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Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

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Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

JONES
SWANSON
HUDDELL &
GARRISON LLC

Eberhard D. Garrison
egarrison@jonesswanson.com
ADMITTED IN LOUISIANA

January 20, 2015

FILED
JAN 21 2015
DY. CLERK

Via Hand Delivery
Honorable Dorothy Lundin
Clerk of Court
P. O. Box 40
Belle Chasse, LA 70037

RE: *CHARLES W. FASTERLING, et al. v. HILCORP ENERGY COMPANY, et al.*
Case No.: 61-798, Div. B, 25th Judicial District Court for the Parish of Plaquemines

Dear Ms. Lundin:

In conjunction with the Petition and Exhibits filed on November 10, 2014 in the above-captioned matter, please prepare Citations to the Defendants listed below, and then provide to East Baton Rouge Parish Sheriff's office for handling of service.

In addition to copies of the court-stamped Petition, please find attached our check to the Plaquemines Parish Clerk of Court in the amount of $700.00. Also enclosed, please find our checks payable to the East Baton Rouge Sheriff's Office in the amounts of $69.18 for service going to the zip code of 70802, and $117.44 for service going to the zip code of 70808, which we understand will cover the cost associated with service to these Defendants.

Andarko E&P Onshore, LLC
Through its agent for service of process:
CT Corporation System
5615 Corporate Blvd., Suite 400B
Baton Rouge, LA 70808

BP America Production Company
Through its agent for service of process:
CT Corporation System
5615 Corporate Blvd., Suite 400B
Baton Rouge, LA 70808

Chevron U.S.A., Inc.
Through its agent for service of process:
The Prentice-Hall Corp. System
320 Somerulos St.
Baton Rouge, LA 70802

ConocoPhillips Company
Through its agent for service of process:
United States Corporation Company
320 Somerulos St.
Baton Rouge, LA 70802

Hilcorp Energy Company
Through its agent for service of process:
CT Corporation System
5615 Corporate Blvd., Suite 400B
Baton Rouge, LA 708008

Tennessee Gas Pipeline Company, LLC
Through its agent for service of process
CT Corporation System
5615 Corporate Blvd., Suite 400B
Baton Rouge, LA 70808

The Louisiana Land and Exploration Company,
L.L.C.
Through its agent for service of process
Corporation Service Company
320 Somerulos St.
Baton Rouge, LA 70802

Additionally, pursuant to Louisiana's Long-Arm Statute, LA-R.S. 13:3204, please prepare Citations to the following entities:

Chevron U.S.A. Holdings, Inc.
P.O. Box 6028
San Ramon, CA 94583

Mosaic Global Holdings, Inc.
100 S. 5th St., Suite 1075
Minneapolis, MN 55402

Please contact Aileen Kennedy-Deegan at 523-2500 when the long-arm service Citations are ready and she will pick them up in person. Thank you.

Sincerely,

Eberhard D. Garrison

EDG/ak-d

Enclosures

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: THE LOUISIANA LAND AND EXPLORATION COMPANY LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CORPORATION SERVICE COMPANY
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 21, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

Service Information

Received on the _____ day of _____, 20_____ and on the _____ day of _____, 20____ served the above named party as follows:

Personal Service *on the party herein named _____.*
Domiciliary Service *on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____

Deputy Sheriff

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: TENNESSEE GAS PIPELINE COMPANY LLC
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

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KEVIN E HUDDELL
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ATTY FOR PLAINTIFF

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Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____

Deputy Sheriff

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: CONOCO PHILLIPS COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
UNITED STATES CORPORATION COMPANY
320 SOMERULOS ST
BATON ROUGE LA 70802

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

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Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____

Deputy Sheriff

Total $_____

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: BP AMERICA PRODUCTION COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

YOU ARE HEREBY SUMMONED to comply with the demand contained in the Petition of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

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Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

Mileage $_____

Total $_____

By: _____
Deputy Sheriff

FOOTERAREA

CITATION

CHARLES W FASTERLING ET AL

Versus

HILCORP ENERGY COMPANY ET AL

Case: ***00061798***
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: HILCORP ENERGY COMPANY
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD SUITE 400B
BATON ROUGE LA 70808

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WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Wednesday, January 21, 2015.

Req. By:
KEVIN E HUDDELL
(504) 523-2500
ATTY FOR PLAINTIFF

_____

Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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Returned:
Parish of _____ this _____ day of _____, 20_____.

Service $_____

By: _____

Mileage $_____

Deputy Sheriff

Total $_____

FOOTERAREA

LOUISIANA CIVIL CASE REPORTING
Civil Case Cover Sheet - LA. R.S. 13:4688 and
Part G, §13, Louisiana Supreme Court General Administrative Rules

This civil case cover sheet shall be completed by counsel for the petitioner, counsel's authorized representative, or by the self-represented litigant (if not represented by counsel) and submitted with the original petition filed with the court. The information should be the best available at the time of filing. This information does not constitute a discovery request, response or supplementation, and is not admissible at trial.

Suit Caption:

CHARLES W. FASTERLING **vs.** HILCORP ENERGY COMPANY

Court: 25TH JDC **Docket Number:** 61-798

Parish of Filing: PLAQUEMINES **Filing Date:** NOVEMBER 10, 2014

Name of Lead Petitioner's Attorney: GLADSTONE N. JONES, III

Name of Self-Represented Litigant: _____

Number of named petitioners: 6 **Number of named defendants:** 9

Type of Lawsuit: Please check the categories which most appropriately apply to this suit (no more than 3 categories should be checked):

- ☐ Auto: Personal Injury
- ☐ Auto: Wrongful Death
- ☐ Asbestos: Property Damage
- ☐ Product Liability
- ☐ Intentional Bodily Injury
- ☐ Intentional Wrongful Death
- ☐ Business Tort
- ☐ Defamation
- ☑ Environmental Tort
- ☐ Intellectual Property
- ☐ Legal Malpractice
- ☐ Other Professional Malpractice
- ☐ Maritime
- ☐ Wrongful Death
- ☐ General Negligence
- ☐ Auto: Property Damage
- ☐ Auto: Uninsured Motorist
- ☐ Asbestos: Personal Injury/Death
- ☐ Premise Liability
- ☐ Intentional Property Damage
- ☐ Unfair Business Practice
- ☐ Fraud
- ☐ Professional Negligence
- ☐ Medical Malpractice
- ☐ Toxic Tort
- ☐ Other Tort (describe below)
- ☐ Redhibition
- ☐ Class action (nature of case)

_____

Please briefly describe the nature of the litigation in one sentence of additional detail:

DAMAGE TO PROPERTY AND LAND LOSS

Following the completion of this form by counsel, counsel's representative, or by the self-represented litigant, this document will be submitted to the Office of the Judicial Administrator, Supreme Court of Louisiana, by the Clerk of Court.

Name, address and contact information of person completing form:

Name KEVIN E. HUDDELL Signature Kevin Huddell

Address 601 POYDRAS ST., SUITE 2655, NEW ORLEANS, LA 70130

Phone number: 504-523-2500 E-mail address: KHUDDELL@JONESSWANSON.COM

Transmission Report

Date/Time	11-11-2014	05:51:24 p.m.	Transmit Header Text	
Local ID 1	5042975195		Local Name 1	Clerk Of Court

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901 Main Street
P.O. Box 40
Belle Chasse
Louisiana 70037

DOROTHY M. LUNDIN
Clerk of Court & Ex-Officio Recorder
Twenty-Fifth Judicial District Parish of Plaquemines
www.plaqueminesparishclerkofcourt.com

CAROL A. ROBERTS
Chief Deputy Clerk
OFFICE (504) 297-5580
FAX (504) 297-5193

FAX CONFIRMATION

To: Eberhard D. Garrison Fax: 504-523-2508

Re: Case Number 61-798 Division B

Pleading fax filed: Petition for Damages

Received and date filed on 11/10/14.

***Please submit $300.00 for filing fees plus $2/page for exhibits or attachments not sent with the fax along with the following Sheriff's checks, if applicable:

___ There are sufficient funds on account for this filing.

Please submit original along with 2 copy(ies) within 5 days.

*****Please indicate how you wish for service to be made upon defendants, and add $100 payable to the Clerk for each service after the first. Also enclose separate service checks, if applicable*****

Should you have any questions, please call 504-297-5193.

Edward E. Kirby
Deputy Clerk

Total Pages Scanned : 1 Total Pages Confirmed : 1

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	014	5045232508	05:50:27 p.m. 11-11-2014	00:00:16	1/1	1	EC	HS	CP31200

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	CP: Completed	TS: Terminated by system
HR: Host receive	PR: Polled remote	RP: Report	FA: Fail	G3: Group 3
WS: Waiting send	MS: Mailbox save	FF: Fax Forward	TU: Terminated by user	EC: Error Correct

JONES, SWANSON, HUDDELL & GARRISON, LLC
Attorneys at Law
601 Poydras Street
Suite 2655
New Orleans, LA 70130

Telephone: (504) 523-2500
Facsimile: (504) 523-2508

DATE:	**November 10, 2014**
TO:	**Clerk of Court** **25th JDC, Parish of Plaquemines**
FROM:	**Eberhard D. Garrison**
FAX NUMBER:	**(504) 297-5195**
REF/FILE NO:	***Charles W. Fasterling, et al. vs. Hilcorp Energy Company, et al.*** **Case No.: 636, 25th JDC, Parish of Plaquemines** **Our File No.: NCF 636**
COMMENTS:	**Attached please find for FAX Filing a Petition for Damages.**

Number of pages including cover sheet: 34

If there are any problems with receipt of this transmission, please call (504) 523-2500.

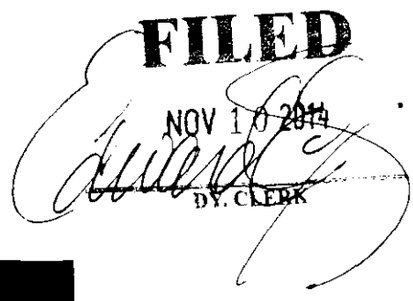
This facsimile transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. The information is intended solely for the use of the individual or entity named above.

EXHIBIT A

List of Relevant Oil and Gas Wells Operated by Defendants and their Predecessors (by LDNR Well Serial Number)

AMOCO PRODUCTION COMPANY

70652	127159	154712
71659	139379	155588
75130	140491	177877
76050	143994	217011
77274	148423	218116
115145	149011	218117



CHEVRON U.S.A. INC.

68028	78719	96770
69505	79110	125558
70515	79796	126942
71760	82635	127044
75230	83449	129522
75605	84246	130929
75645	85006	133447
76459	85007	137161
76540	86288	163075
76745	95770	

CONOCOPHILLIPS COMPANY

27993	77274	216576
68028	78757	216586
69505	79110	217228
70515	79796	217937
71760	95770	218455
75230	96770	219006
75605	130929	220709
75645	137161	220900
76459	163075	222631
76745	177877	

FMP OPERATING COMPANY, LTD PTN

141714	145194	152865
142338	145772	154498
142821	147975	180593
144034	147976	190652

FREEPORT-MCMORAN INC.

141714	144034	147976
142338	145772	180593
142821	147975	

FREEPORT-MCMORAN OIL & GAS CO.

141714	144034	147976
142338	145772	180593
142821	147975	

GETTY OIL COMPANY

61675	78246	91102
64998	86087	93295
65992	86667	94160
66686	88241	115238
70872	88285	126943
73091	88531	132802
74489	88536	157672
77977	90185	

GULF OIL CORP.

66462	79110	126942
68028	79377	127044
68083	79796	129522
69505	80770	130929
70515	82635	132368
71760	83449	132445
75230	84246	133447
75605	85006	137161
75645	85007	140214
76459	86288	151337
76540	95770	163075
76745	96770	
78719	125558	

HILCORP ENERGY COMPANY

27993	85262	216586
61675	86813	217011
64998	87718	217228
65549	88153	217937
66686	88531	218116
66760	91103	218117
68028	95770	218455
69505	96770	219006
70515	121848	219166
70652	130929	220391
71659	137161	220427
71760	144765	220709
75230	163075	220900
75605	177877	221094
75645	179190	221114
76050	180646	222631
76459	190652	226180
76745	211517	227074
77274	211678	228004
78757	213983	233340
79110	215784	235604
79796	216393	237238
84135	216570	
84917	216576	

LA. LAND & EXPL. CO.

154883	174149	221094
162698	174897	226180
162885	218210	

MCMORAN EXPLORATION COMPANY

141714	145194	147052
142338	154498	147975
142385	158587	147976
142821	145357	148185
143065	145772	148186
144034	146107	152865
144443	146381	
144911	146641	

MCMORAN PRODUCTION CO.

141714	145357	147976
142338	145772	152865
142821	146107	154498
144034	146381	180593
144911	146641	
145194	147975	

PAN AMERICAN PETROLEUM CORP.

66767	72840	74289
66895	72872	74569
67743	73955	
68693	74076	

PHILLIPS OIL COMPANY

28730	30082	41371
29729	31047	

PHILLIPS PETROLEUM CO.

25210	70343	125558
25666	70515	126942
26377	70592	127044
27155	71760	129522
27484	71850	130929
27993	73712	133447
28730	75230	135486
29293	75605	135684
29306	75645	136266
29729	76459	136267
29882	76540	136354
30082	76745	136355
30379	78719	137161
30523	79110	163075
30618	79796	177877
31047	82635	179767
41371	83449	216376
46314	83932	216576
50925	84246	216586
52524	85006	217228
65501	85007	217229
66736	85104	217937

67517	86288	217949
67739	89178	218422
68028	90598	218455
68965	95770	219006
69472	96770	220709
69505	110807	220900
69640	113260	222631

RME PETROLEUM COMPANY

61675	87718	213983
64998	88153	215784
65549	88531	216393
66686	91103	216570
66760	121848	219166
78757	144765	220391
84135	179190	220427
84917	180646	221114
85262	211517	
86813	211678	

TENNECO INC.

56484	70872	88531
58190	71253	89118
59643	72097	89433
60949	72484	89690
61675	73091	89927
62764	73426	90163
63362	73427	90185
63863	73732	90837
63913	74489	90838
63914	74748	90944
64566	78246	91103
64955	78302	91423
64998	78756	91424
65549	78757	92132
65550	79120	92919
65665	79238	93294
65791	79722	93993
65992	80543	95065
66351	80754	95987
66452	84135	115238
66589	84535	119367
66686	84917	121848
66760	85160	123317
66768	85262	144765
67004	85933	157672
67451	86087	178089
67452	86813	179190

67886	87718	180646
68150	88153	
69025	88285	

TENNESSEE GAS PIPELINE COMPANY

58190	73732	91103
60949	74489	95065
61675	78246	121848
63362	78756	144765
63863	78757	157672
64998	79238	179190
65549	79722	180646
65992	84135	211517
66686	84917	211678
66760	85262	213983
67452	86813	215784
69025	87718	216393
72484	88153	216570
73426	88531	219166

TEXACO, INC.

21893	114299	189056
22768	185149	

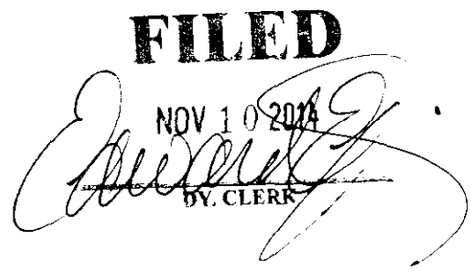
THE CALIFORNIA COMPANY

100389	101344	107271
100779	102110	

UNION PACIFIC RESOURCES CO.

61675	87718	213983
64998	88153	215784
65549	88531	216393
66686	91103	216570
66760	121848	219166
78757	144765	220391
84135	179190	220427
84917	180646	220837
85262	211517	221114
86813	211678	

EXHIBIT B
Coastal Use Permits



	CUP No.	PERMITTEE
1	P19800079	LL&E
2	P19810397	TEPI
3	P19810802	GULF OIL COMPANY
4	P19811496	PHILLIPS PETROLEUM COMPANY
5	P19820001	PHILLIPS PETROLEUM COMPANY
6	P19820757	GULF OIL CORPORATION
7	P19820758	GULF OIL CORPORATION
8	P19821009	TEXACO, INC.
9	P19821185	TENNECO OIL EXPLORATION & PRODUCTION
10	P19821524	TEXACO EXPLORATION & PRODUCTION, INC.
11	P19830910	TEXACO EXPLORATION & PRODUCTION, INC.
12	P19831596	TEXACO EXPLORATION & PRODUCTION, INC.
13	P19841663	GULF OIL COMPANY
14	P19850368	GULF OIL COMPANY
15	P19850885	CHEVRON U.S.A. INC.
16	P19851223	EXXON
17	P19860082	CHEVRON U.S.A. INC.
18	P19860282	CHEVRON U.S.A. INC.
19	P19860319	CHEVRON U.S.A. INC.
20	P19860335	CHEVRON U.S.A. INC.
21	P19860360	CHEVRON U.S.A. INC.
22	P19860681	CHEVRON U.S.A. INC.
23	P19860687	CHEVRON U.S.A. INC.
24	P19870267	CHEVRON U.S.A. INC.
25	P19870537	CHEVRON U.S.A. INC.
26	P19870724	CHEVRON U.S.A. INC.
27	P19880058	LL&E
28	P19880071	TENNECO OIL EXPLORATION & PRODUCTION

EXHIBIT B
Coastal Use Permits

	CUP No.	PERMITTEE
29	P19880090	CHEVRON U.S.A. INC.
30	P19880352	PHILLIPS PETROLEUM COMPANY
31	P19880932	TENNESSEE GAS
32	P19890440	AMOCO
33	P19890853	PHILLIPS PETROLEUM COMPANY
34	P19890950	TENNESSEE GAS
35	P19900783	PHILLIPS PETROLEUM COMPANY
36	P19910484	LL&E
37	P19910589	TENNECO OIL EXPLORATION & PRODUCTION
38	P19910813	PHILLIPS PETROLEUM COMPANY
39	P19910926	TENNECO OIL EXPLORATION & PRODUCTION
40	P19911268	PHILLIPS PETROLEUM COMPANY
41	P19920001	TENNESSEE GAS
42	P19920002	TENNECO GAS
43	P19920143	PHILLIPS PETROLEUM COMPANY
44	P19920372	TENNECO GAS
45	P19920425	PHILLIPS PETROLEUM COMPANY
46	P19921197	TENNECO GAS
47	P19921223	PHILLIPS PETROLEUM COMPANY
48	P19930148	TENNECO GAS
49	P19930167	TENNECO GAS
50	P19930234	TENNECO GAS
51	P19930279	PHILLIPS PETROLEUM COMPANY
52	P19930315	PHILLIPS PETROLEUM COMPANY
53	P19930906	TENNECO GAS
54	P19931004	AMOCO
55	P19931088	PHILLIPS PETROLEUM COMPANY
56	P19931097	PHILLIPS PETROLEUM COMPANY

EXHIBIT B
Coastal Use Permits

	CUP No.	PERMITTEE
57	P19931219	AMOCO
58	P19940208	TENNECO GAS
59	P19940392	TENNECO GAS
60	P19940620	TENNECO GAS
61	P19940671	PHILLIPS PETROLEUM COMPANY
62	P19941021	AMOCO
63	P19941283	TENNECO GAS
64	P19950057	AMOCO
65	P19950188	PHILLIPS PETROLEUM COMPANY
66	P19950189	PHILLIPS PETROLEUM COMPANY
67	P19950190	PHILLIPS PETROLEUM COMPANY
68	P19950278	PHILLIPS PETROLEUM COMPANY
69	P19950492	PHILLIPS PETROLEUM COMPANY
70	P19950906	TENNECO GAS
71	P19951121	LL&E
72	P19960153	PHILLIPS PETROLEUM COMPANY
73	P19960215	PHILLIPS PETROLEUM COMPANY
74	P19960890	RME PETROLEUM COMPANY
75	P19961042	AMOCO
76	P19961087	TENNECO GAS
77	P19961152	PHILLIPS PETROLEUM COMPANY
78	P19961274	TENNECO GAS
79	P19961459	PHILLIPS PETROLEUM COMPANY
80	P19961738	LL&E
81	P19970290	PHILLIPS PETROLEUM COMPANY
82	P19970352	RME PETROLEUM COMPANY
83	P19970651	PHILLIPS PETROLEUM COMPANY
84	P19970722	PHILLIPS PETROLEUM COMPANY

EXHIBIT B
Coastal Use Permits

	CUP No.	PERMITTEE
85	P19970856	PHILLIPS PETROLEUM COMPANY
86	P19970884	RME PETROLEUM COMPANY
87	P19970909	RME PETROLEUM COMPANY
88	P19971005	PHILLIPS PETROLEUM COMPANY
89	P19971029	RME PETROLEUM COMPANY
90	P19971212	PHILLIPS PETROLEUM COMPANY
91	P19971244	RME PETROLEUM COMPANY
92	P19971639	RME PETROLEUM COMPANY
93	P19971666	PHILLIPS PETROLEUM COMPANY
94	P19971671	RME PETROLEUM COMPANY
95	P19971672	RME PETROLEUM COMPANY
96	P19971689	RME PETROLEUM COMPANY
97	P19971745	RME PETROLEUM COMPANY
98	P19971881	RME PETROLEUM COMPANY
99	P19971913	PHILLIPS PETROLEUM COMPANY
100	P19971917	LL&E
101	P19971968	TENNESSEE GAS
102	P19980474	PHILLIPS PETROLEUM COMPANY
103	P19980634	PHILLIPS PETROLEUM COMPANY
104	P19980830	PHILLIPS PETROLEUM COMPANY
105	P19981118	AMOCO
106	P19981348	PHILLIPS PETROLEUM COMPANY
107	P19981363	TENNESSEE GAS
108	P19981363	TENNESSEE GAS PIPELI
109	P19990543	PHILLIPS PETROLEUM C
110	P20000740	PHILLIPS PETROLEUM COMPANY

EXHIBIT B

Coastal Use Permits

	CUP No.	PERMITTEE
111	P20001625	THE LOUISIANA LAND & EXPLORATION COMPANY
112	P20001889	HILCORP ENERGY COMPANY
113	P20011923	HILCORP ENERGY COMPANY
114	P20020171	PHILLIPS PETROLEUM COMPANY
115	P20020246	PHILLIPS PETROLEUM COMPANY
116	P20020820	PHILLIPS PETROLEUM COMPANY
117	P20031883	HILCORP ENERGY COMPANY
118	P20040118	HILCORP ENERGY COMPANY
119	P20040992	HILCORP ENERGY COMPANY
120	P20050325	HILCORP ENERGY COMPANY
121	P20050448	HILCORP ENERGY COMPANY
122	P20050962	HILCORP ENERGY COMPANY
123	P20051378	HILCORP ENERGY COMPANY
124	P20071834	HILCORP ENERGY COMPANY
125	P20080126	HILCORP ENERGY COMPANY
126	P20080127	HILCORP ENERGY COMPANY
127	P20080176	HILCORP ENERGY COMPANY
128	P20080596	HILCORP ENERGY COMPANY
129	P20120477	HILCORP ENERGY COMPANY
130	P20121011	CHEVRON U.S.A.
131	P20131148	HILCORP ENERGY COMPANY
132	P20131149	HILCORP ENERGY COMPANY

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

61-798 **STATE OF LOUISIANA** DIVISION B

CHARLES W. FASTERLING, JOHN N. FASTERLING, III, JOAN F. MEYERS, KENNETH C. MCGEE, JR., JOHN F. MCGEE AND SARAH M. BUMPAS

VERSUS

HILCORP ENERGY COMPANY, CHEVRON U.S.A. INC., CHEVRON U.S.A. HOLDINGS INC., ANADARKO E&P ONSHORE, LLC, TENNESSEE GAS PIPELINE COMPANY, L.L.C, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS COMPANY, THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C., MOSAIC GLOBAL HOLDINGS INC.

FILED
NOV 10 2014
DY. CLERK

FILED:_____ _____
DEPUTY CLERK

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come plaintiffs, Charles W. Fasterling, John B. Fasterling, III, Joan F. Meyers, Kenneth C. McGee, Jr., John F. McGee, and Sarah M. Bumpas, in the above entitled action, who file this Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

Plaintiff, Charles W. Fasterling, is a person of the full age of majority and is a citizen and resident of Colorado Springs, in El Paso County, Colorado.

2.

Plaintiff, John B. Fasterling, III, is a person of the full age of majority and is a citizen and resident of Longview, in Gregg County, Texas.

3.

Plaintiff, Joan F. Meyers, is a person of the full age of majority and is a citizen and resident of Mandeville, in St. Tammany Parish, Louisiana.

4.

Plaintiff, Kenneth C. McGee, Jr., is a person of the full age of majority and is a citizen and resident of Rockport, in Aransas County, Texas.

5.

Plaintiff, John F. McGee, is a person of the full age of majority and is a citizen and resident of Fairhope, in Baldwin County, Alabama.

6.

Plaintiff, Sarah M. Bumpas, is a person of the full age of majority and is a citizen and resident of Metairie, in Jefferson Parish, Louisiana.

7.

Plaintiffs own the following property located in the Bastian Bay Oil and Gas Field in Plaquemines Parish, Louisiana:

TRACT 1

The North half of Southwest quarter and North half of South half of Southwest quarter of Section 35, Township 20 South, Range 28 East, West of the Mississippi River, containing 100 acres, more or less.

Being a portion of the property acquired from Mrs. Sarah A. Butler, widow of John Bernard Fasterling, by act before Joseph McCloskey Jr., Notary Public for the Parish of Orleans, State of Louisiana, dated December 27, 1955, registered in COB 187, Folio 381, of the Conveyance Records of the Parish of Plaquemines, Louisiana.

Less and except an undivided one-quarter interest in and to any and all of the minerals and mineral rights of every kind and character in, on and under said property, conveyed to Joseph McCloskey and Moise W. Donnory in the proportions of an individual one-half interest therein to each, by instrument dated November 7, 1959, registered in COB 220, Folio 51, of the records of the Parish of Plaquemines, Louisiana.

TRACT 2

The South half of the South half of Section 37; the East half of Section 43; and the South half and the Northeast quarter of Section 47, Township 20 South, Range 29 East in the Southeastern, West of River Land District, Parish of Plaquemines, containing 959.20 acres according to the official plat of survey of said lands in the State Land office.

Acquired by act of recognition of ownership and compromise between Sarah A. Butler, widow of John Bernard Fasterling, Jr., executed before Lloyd A. Ray, Notary Public for the Parish of Orleans, State of Louisiana, dated December 20, 1937, registered in Conveyance office Book 86, Folio 348 of the records in Plaquemines Parish, La.

Less and except an undivided one-quarter interest in and to any and all of the minerals and mineral rights of every kind and character in, on and under the water

bodies located within said governmental subdivisions, conveyed to Joseph McCloskey and Moise W. Donnery in the proportions of an undivided one-half interest therein, to each by agreement made and entered into as of the 20th day of January, 1959.

And also less and except the 30% right, title and interest of the State of Louisiana in and to those water bottoms delineated on plat annexed to and made part of an agreement made prior to the death of John Bernard Fasterling, Jr. and entered into by and between the State mineral Board, Sarah Edith Fasterling, wife of Kenneth C. McGee, and the said Kenneth C. McGee, the Estate of John B. Fatserling, Jr., Gertrude Jackman Fasterling, John Bernard Fasterling, III, Charles William Fasterling and Joan Bonnabel Fasterling, Joseph McCloskey and Moise W. Donnery, individually, and on behalf of the law firm of McCloskey and Dennery, Gulf Oil Corporation and Phillips Petroleum Corporation, as of the first day of November, 1963, recorded in Conveyance Book 273, Folio 127 of the records of Plaquemines Parish, La.

TRACT 3

The North half of the South West quarter, South half of the Southeast quarter and Southwest quarter of Northeast quarter of Section 6; and the North half of the Northeast quarter of Section 7; the East half of the Southeast quarter and the West half of Section 8; the North half of the South half of Section 9; and the Southwest quarter of Section 10 in Township 21 South, Range 29 East, in the Southeastern West of the River Land District, Parish of Plaquemines, State of Louisiana, containing 1,026.458 acres.

Acquired by act of recognition of ownership and compromise between Sarah A. Butler, widow of John Bernard Fasterling, Jr., executed before Lloyd A. Ray, Notary Public for the Parish of Orleans, State of Louisiana, dated December 20, 1937, registered in Conveyance office Book 86, Folio 348 of the records in Plaquemines Parish, La.

Acquired from the succession of John Bernard Fasterling, Jr., by a judgment of possession rendered by Civil District Court for the Parish of Orleans, State of Louisiana in proceedings # 417-490 on the docket of said Court Dated December 30, 1965, registered in COB 306 Folio 243.

Less and except an undivided one-quarter interest in and to any and all of the minerals and mineral rights of every kind and character in on and under the water bodies located within said governmental subdivisions, conveyed to Joseph McCloskey and Moise W. Donnery in the proportions of an undivided one-half interest therein to each by agreement made and entered into as of the 20th day of January, 1959, confirmed with respect to certain specific water bodies by instrument dated the 15th day of February, 1962, recorded in COB 247, Folio 714 of the records of Plaquemines Parish, Louisiana.

TRACT 4

The North half of the Southeast quarter and the Northwest quarter of the Southeast quarter of Section 10; the Southwest quarter of the Southeast quarter of

Section 13; the East half of the Southwest quarter of section 14; the North half of the Northeast quarter, the West half of the Southeast quarter and the East half of the West half of Section 15; the South half of the Southeast quarter, the East half of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 17; the South half of the southeast quarter of Section 18; the East half of the East half of Section 19; the South half of the Northwest quarter, the Northeast quarter of the Northwest quarter, the Northwest quarter of the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 20; the East half of the West half of Section 22; the East half of the Northwest quarter, the North half of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section 23; the Northwest quarter, the South half of the Southwest quarter, the West half of the Southeast quarter, the Northeast quarter of the Southeast quarter and the Northwest quarter of the Northeast quarter of Section 25; the Northeast quarter of Section 26; the East half of the Northwest quarter, the West half of the Southeast quarter, the Southeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 27; and the North half of the Northwest quarter of Section 35 in Township 21 South, Range 29 East, in the Southeastern West of the River Land District, Plaquemines Parish, Louisiana.

Acquired by act of recognition of ownership and compromise between Sarah A. Butler, widow of John Bernard Fasterling, Sarah Edith Fasterling, and Join Bernard Fosterling, Jr., mentioned before Lloyd A. Nay, Notary Public for the Parish of Orleans, State of Louisiana, dated December 20, 1937 recorded in Conveyance Book 306, Folio 343 of the records in Plaquemines Parish, Louisiana.

Less and except an undivided one-quarter interest in and to any and all of the minerals and mineral rights of every kind and character in, on and under the water bodies located within said governmental subdivision, conveyed to Joseph McCloskey and Moise W. Donnery in the proportions of an undivided one-half interest therein to each and by agreement made and entered into as of the 20th day of January, 1959.

TRACT 5

A certain tract of land sometimes known as the lower El Dorado Plantation, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated on the right descending bank of the Mississippi River, at a distance of about seventy-two (72) miles below the City of New Orleans, having and measuring three and three-quarters (3 ¾) arpents front on said river by forty (40) arpents in depth, bounded above by lands belonging to the Estate of Matthew Ban and below by lands belonging to the Estate of L.G. Evasovich containing one hundred and fifty (150) acres of land, more or less, less and except thereform:

a.) That portion thereof previously sold to Buras Citrus Growers Cooperative Association, Inc., being and measuring approximately one (1) acres.

b.) That portion thereof previously sold to Riverlane Development Co. Inc. as per act before Charles A. Arceneaux, Notary Public for the Parish of Orleans, State of Louisiana, dated November 17, 1966, recorded in COB 306, folio 185 of the records of the Clerk of Court and Ex-Officio Register of Conveyances for the Parish of Plaquemines, State of Louisiana, it being the intent and purpose of this

instrument to convey all of the batture and other property, if any, situated on the Mississippi River side of the property hereinabove referred to as having been sold to Riverlane Development Co, Inc. and all of the remainder of said property not heretofore conveyed to Riverlane Development Co., Inc.

TRACT 6

A certain tract of land sometimes known as Upper El Dorado Plantation, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated on the right descending bank of the Mississippi River, at a distance of about seventy-two (72) miles below the City of New Orleans, having and measuring 234 feet front on said River by forty (40) arpents in depth, bounded above by lands belonging to the estate of Matthew Ban, containing forth (40) acres of land more or less, less and except therefrom:
a.) That portion thereof previously sold to Billy Joe Steelman by act before Charles A, Arceneaux, Notary Public for the Parish of Orleans, State of Louisiana, dated the 7th day of June, 1967, and registered in COB 313, folio 64, of the Records of the Clerk of Court and Ex-Officio Register of Conveyances for the Parish of Plaquemines, State of Louisiana.
b.) That portion thereof in the rear of the portion hereinabove referred to as having been sold to Billy Joe Steelman extending in depth from the left descending side of Louisiana State Highway #23 right of way to the bank of the presently existing drainage canal bisection said property.

These tracts are hereinafter referenced as "Plaintiffs' Property".

8.

Made defendants are the following parties:

a. **HILCORP ENERGY COMPANY** is a foreign corporation having a principal place of business in Texas;

b. **CHEVRON U.S.A. INC.** is a foreign corporation having a principal place of business in California. Chevron U.S.A Inc. is named in its own capacity and as successor in interest to **The California Company** and **Gulf Oil Corporation**;

c. **CHEVRON U.S.A. HOLDINGS INC.** is a foreign corporation having a principal place of business in California. Chevron U.S.A. Holdings Inc. is named as successor in interest to **Getty Oil Company** and **Texaco Inc.**;

d. **ANADARKO E&P ONSHORE, LLC** is a foreign company having a principal place of business in Texas. Anadarko E&P Onshore, LLC is named as successor in interest to **Union Pacific Resources Company** and **RME Petroleum Company**;

e. **TENNESSEE GAS PIPELINE COMPANY, L.L.C.** is a foreign company having a principal place of business in Texas. Tennessee Gas Pipeline Company L.L.C. is named as successor in interest to **Tenneco Inc.** and **Tennessee Gas Pipeline Company**;

f. **BP AMERICA PRODUCTION COMPANY** is a foreign corporation having a principal place of business in Texas. BP America Production Company is named as successor in interest to **Amoco Production Company** and **Pan American Petroleum Corporation**;

g. **CONOCOPHILLIPS COMPANY** is a foreign corporation having a principal place of business in Texas. ConocoPhillips Company is named in its own capacity and as successor in interest to **Philips Oil Company**, and **Phillips Petroleum Company**;

h. **THE LOUISIANA LAND AND EXPLORATION COMPANY L.L.C.** is a foreign company having a principal place of business in Texas. The Louisiana Land and Exploration Company LLC is named as successor in interest to **The Louisiana Land and Exploration Company**;

i. **MOSAIC GLOBAL HOLDINGS INC.** is a foreign company having a principal place of business in Minnesota. Mosaic Global Holdings Inc. is named as successor in interest to **FMP Operating Company Limited Partnership, Freeport-McMoran Inc., Freeport-McMoran Oil & Gas Company, McMoran Exploration Company,** and **McMoran Production Company**.

VENUE

9.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained, in Plaquemines Parish.

10.

PLAQUEMINES PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUIT *THE PARISH OF PLAQUEMINES V. HILCORP ENERGY COMPANY, ET AL.*, DOCKET 60-999, DIVISION A (25TH JDC) (FILED NOV. 8, 2013)

The Parish of Plaquemines has found the following violations by the Defendants herein as alleged by the Parish in the lawsuit *The Parish of Plaquemines v. Hilcorp Energy Company, et al.*, Docket 60-999, Division A (25th JDC) (Filed Nov. 8, 2013). Plaintiffs' Property is located

within the "Operational Area" defined by the Parish in the lawsuit. The subparts below, "a" through "v" include the findings made by the Parish and alleged in its Petition for Damages in that matter:

> In general, the Plaintiffs allege below that certain of Defendants' oil and gas exploration, production and transportation operations associated with the development of the Bastian Bay, Buras, Empire, and Fort Jackson Oil & Gas Fields in Plaquemines Parish were conducted in violation of the CZM Laws and that those activities caused substantial damage to land and waterbodies located in the "**Coastal Zone**" (hereinafter so called), as defined by the CZM Act of 1978, within Plaquemines Parish.
>
> ...
>
> In the detailed allegations that follow, the term "**Operational Area**" (hereinafter so called) is used to describe the geographic extent of the area within which the complained-of operations and activities occurred.
>
> b.
>
> The CZM Act of 1978 states that it is the public policy of the state "[t]o protect, develop, and where feasible, restore or enhance the resources of the state's coastal zone." La. R.S. 49:214.22(1).
>
> c.
>
> Louisiana's Coastal Zone is specifically defined in La. R.S. 49:214.24(5)...The Coastal Zone includes "the coastal waters and adjacent shorelands within the boundaries of the coastal zone..." The term "coastal waters" includes "bays, lakes, inlets, estuaries, rivers, bayous, and other bodies of water within the boundaries of the coastal zone which have measureable seawater content (under normal weather conditions over a period of years)."La. R.S. 49:214.23(4).
>
> d.
>
> The Operational Area is located in Plaquemines Parish and within the Coastal Zone, and therefore certain activities within the Operational Area are governed by the CZM Laws.
>
> e.
>
> The CZM Laws regulate certain "uses" within the Coastal Zone, La. R.S. 49:214.30 states that "[n]o person shall commence a use of state or local concern without first applying for and receiving a coastal use permit." ... The term "use" is defined at La. R.S. 49:214.23(13) as "any use or activity within the coastal zone which has a direct and significant impact on coastal waters."
>
> f.
>
> Defendants have engaged in uses of state and local concern in Plaquemines Parish within the Operational Area in violation of La. R.S. 49:214.21, *et seq.*

g.

The state coastal management regulations contemplated by La. R.S. 49:214.21, et seq., are codified at LAC 43:I.700, *et seq*. These state regulations provide that coastal use permits required by La. R.S. 214.30 are *in addition to* "any other permit or approval required or established pursuant to any other constitutional provision or statute." LAC 43:I.700. These state regulations further provide that "[m]ineral and production sites shall be cleared, revegetated, detoxified, and otherwise restored as near as practicable to their original condition upon termination of operations to the maximum extent practicable." LAC 43:I.719.M. As discussed below, Defendants have failed to clear, revegetate, detoxify, and restore the mineral and production sites and other areas affected by their operations and activities within the Operational Area to their original condition, as required by LAC 43:I.719.M. Defendants are liable to Plaintiffs under the CZM Laws for all damages associated with their failure to adhere to LAC 43:I.719.M.

h.

The coastal zone regulations further require that "[d]rilling and production sites shall be prepared, constructed, and operated using the best practical techniques to prevent the release of pollutants or toxic substances into the environment." LAC 43:I.719.F. These regulations also require that:

- "[t]he location and operation of waste storage, treatment, and disposal facilities shall be avoided in wetlands to the maximum extent practicable, and best practical techniques shall be used to minimize adverse impacts which may result from such use." LAC 43.I.715.A
- "[w]aste facilities located in wetlands shall be designed and built to withstand all expectable adverse conditions without releasing pollutants." LAC 43:I.715.C.
- "[w]aste facilities shall be designed and constructed using best practical techniques to prevent leaching, control leachate production, and prevent the movement of leachate away from the facility." LAC 43:I.715.D
- "[a]ll waste disposal sites shall be marked and, to the maximum extent practicable, all components of waste shall be identified." LAC 43:I.715.F
- "[w]aste facilities in wetlands with identifiable pollution problems that are not feasible and practical to correct shall be closed and either removed or sealed, and shall be properly revegetated using the best practical techniques." LAC 43:I.715.G
- "[w]aste shall be disposed of only at approved disposal sites." LAC 43:I.715.H
- "[r]adioactive wastes shall not be temporarily or permanently disposed of in the coastal zone." LAC 43:I.715.I.

As alleged below, the operations and activities of the Defendants within the Operational Area have resulted in the release of contaminants, pollutants, waste, leachate, and toxic substances into the environment and away from the operated facilities, all in violation of LAC 43:I.715.A through I and LAC 43:I.719.F. Furthermore, the drilling and production sites and waste facilities of the Defendants within the Operational Area were not built to withstand all expectable adverse conditions without releasing pollutants, were not prepared using best practical techniques to prevent the release of pollutants or toxic substances, and were not designed and constructed to prevent leaching, control leachate production, or prevent the movement of leachate away from the facility. Defendants are liable for all damages resulting from their violation of the CZM Laws.

i.

Finally, the state coastal zone regulations prohibit the temporary or permanent disposal of radioactive wastes in the coastal zone. LAC 43:I.715.I. The operations and activities of Defendants on plaintiffs' property have resulted in the disposal of radioactive materials, including radium 226, radium 228, and naturally occurring radioactive materials (NORM), for which Defendants are liable.

j.

Defendants drilled and/or operated numerous oil and gas wells within the Operational Area. ... The operations and activities of Defendants alleged in this petition to be in violation of the CZM Laws were conducted (or are being conducted) to enable or support the drilling and operation of the oil and gas wells listed [.]

k.

The oil and gas operations and activities of Defendants in the Operational Area included the construction and use of unlined earthen waste pits, which are simply holes, ponds, or excavations dug into the ground or marsh. Many of these waste pits have never been closed or have not been closed in conformance with the state and local CZM Laws and other applicable state environmental laws and regulations, including Statewide Order 29-B and the Louisiana Risk Evaluation/Corrective Action Program (RECAP).

l.

The use of waste pits in the Operational Area has a direct and significant impact on state coastal waters located within Plaquemines Parish, and thus each such pit required a coastal use permit after the enactment of the CZM Act of 1978. To the extent that, contrary to Plaintiffs' allegations, the use of any such waste pit was legally commenced prior to the enactment of the CZM Act of 1978, the continued existence of such waste pit following cessation of the operations supported by it constituted a new use for which a coastal use permit was required. In addition, the closure of any individual waste pits in the Operational Area would have involved substantial movement of materials and substantial alteration of the native terrain, and likewise required a state and/or local coastal use permit. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the closure and/or post-CZM operations of their waste pits in the Operational Area. Additionally, these waste pits and areas adjacent thereto have never been cleared, revegetated, detoxified, and/or otherwise restored to their original condition as required by LAC 43:1.719.M. Furthermore, Defendants have failed to design and construct their waste pits located in the Operational Area using best practical techniques to prevent leaching and to prevent the movement of leachate away from their waste facilities, as required by LAC 43:1.715.D.

m

The Defendants use of waste pits in the Operational Area, and their failures to properly close those waste pits, to clear, revegetate, detoxify, and return the property affected thereby to its original condition, and to properly design those waste pits have caused ever increasing damage to the Plaquemines Parish Coastal Zone, for which Defendants are liable under the CZM Laws.

n.

Defendants have also discharged or disposed of oil field wastes from their waste pits and/or from their other oil and gas operations directly into the Operational Area. Each incident involving the discharge of oil field waste, including, without limitation, oil field brines, has a direct and significant impact on state coastal waters located in Plaquemines Parish and constitutes a use for which a state and/or local coastal use permit was required after the enactment of CZM Act of 1978 (Acts 1978, No. 361). On information and belief, Defendants never obtained the required state and/or coastal use permits for the discharge of oil field wastes into the Operational Area. Additionally, the areas of the Plaquemines Parish Coastal Zone that have received such discharges have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I.719.M. Furthermore, Defendants failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F, and failed to design and construct their waste pits in a manner to prevent leaching and the resulting discharge wastes, as required by LAC 43:I.715.D. Finally, Defendants knew or should have known that their oilfield wastes contain unacceptable and inherently dangerous levels of radioactive materials, including Radium 226 and 228, and thus the discharge of such materials into the Operational Area after 1978 was a flagrant violation of the CZM Laws, particularly LAC 43:I.715.1. As a result of these failures, Defendants are liable under the CZM Laws for damages and the other relief sought herein.

o.

In addition to the use of unpermitted waste pits, the failure to close waste pits properly, and the unpermitted discharge of oil field waste, including, without limitation, oilfield brines, in the Operational Area, Defendants' oil and gas activities have caused the Plaquemines Parish Coastal Zone, and in particular the canals, bayous, sediments, marshes, soils, and groundwaters in the Operational Area, to become contaminated or polluted in excess of applicable state standards, which has a direct and significant impact on state coastal waters. Each of these uses constitutes a use for which a coastal use permit was required beginning with the enactment of the CZM Act of 1978. The state coastal zone regulations, at LAC 43.I.700, et seq., define "contaminant" as "an element causing pollution of the environment that would have detrimental effects on air or water quality or on native floral or faunal species." The contamination deposited in the Operational Area as a result of Defendants' activities has had a detrimental effect on the quality of the receiving state waters, on plant and animal life, and on humans who are exposed to such contamination. In addition, Defendants have utilized the Operational Area for the storage of their pollution or contamination, which likewise is a use for which a state and/or local coastal use permit has been required since 1978. On information and belief, Defendants never obtained the required state and/or local coastal use permits for the deposition or storage of contamination or pollution in the Operational Area. The areas of the Plaquemines Parish Coastal Zone that have been affected by such pollution or contamination have never been cleared, revegetated, detoxified, and otherwise restored to their original condition as required by LAC 43:I:719.M. Furthermore, Defendants have failed to prevent the release of pollutants or toxic substances into the environment in accordance with LAC 43:I.719.F. Defendants have also allowed the accumulation of radioactive materials in the soils and groundwaters of the Operational Area, in violation of LAC 43:I.715.1. Defendants are thus liable for their acts of contamination in violation of the CZM Laws, including La. R.S. 49:214.36.

p.

Since 1978 and before, Defendants' oil and gas activities have resulted in the dredging of numerous canals in, through, and across the Operational Area. The dredging of canals in the Operational Area has a direct and significant impact on the state coastal waters within Plaquemines Parish. On information and belief, Defendants in some instances exceeded the limit of the coastal use permits issued in connection with the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals, and in other instances failed to obtain the coastal use permits required for the dredging of such canals. Furthermore, Defendants failed to design, construct and maintain said canals using the best practical techniques to prevent bank slumping, erosion and saltwater intrusion and to minimize the potential for inland movement of storm-generated surges in accordance with LAC 43:I.705.J. As a consequence thereof, Defendants' dredging activities have resulted in the degradation of the Operational Area, including the erosion of marshes and the degradation of terrestrial and aquatic life therein. Additionally, the destruction of the Plaquemines Parish Coastal Zone has increased the risk of damage from storm-generated surges and other flooding damage, and has enabled and/or accelerated saltwater intrusion. Furthermore, Defendants failed to revegetate, refill, clean, detoxify, and otherwise restore the canals to their original condition as required by LAC 43:I.705.N, 711.F and 719.M.

q.

The above activities of Defendants lie in stark contrast to, and in violation of, the policies enumerated at LAC 43:I.701(G), which states as follows:

"It is the policy of the coastal resources program to avoid the following adverse impacts . . . :

(4) alterations in the natural concentration of oxygen in coastal waters;
(5) destruction or adverse alterations of streams, wetland, tidal passes, inshore waters and waterbottoms, beaches, dunes, barrier islands, and other natural biologically valuable areas or protective coastal features;

***

(8) detrimental changes in existing salinity regimes;
(9) detrimental changes in littoral and sediment transport processes;

***

(13) discharges of pathogens or toxic substances into coastal waters;

***

(16) adverse alteration or destruction of unique or valuable habitats, critical habitat for endangered species, important wildlife or fishery breeding or nursery areas, designated wildlife management or sanctuary areas, or forestlands;

***

(18) adverse disruptions of coastal wildlife and fishery migratory patterns;
(19) land loss, erosion, and subsidence;
(20) increases in the potential for flood, hurricane and other storm damage, or increase in the likelihood that damage will occur from such hazards;
(21) reduction in the long term biological productivity of the coastal ecosystem."

r.

On information and belief, at least some of the activities of Defendants described above may have been permitted and/or authorized by the Louisiana Department of Natural Resources, Office of Conservation (hereinafter, the "LDNR-OC").

Paragraph B of La. R.S. 49:214:31 states that "[p]ermits issued pursuant to existing statutory authority of the office of conservation in the Department of Natural Resources for the location, drilling, exploration and production of oil, gas, sulfur or other minerals shall be issued in lieu of coastal use permits, provided that the office of conservation shall coordinate such permitting actions pursuant to R.S. 49:214.31(B) and (D) and **shall ensure that all activities so permitted are consistent with the guidelines, the state program and any affected local program.**" (Emphasis added). The *Memorandum of Understand Between the Coastal Management Section of the Department of Natural Resources and the Office of Conservation of the Department of Natural Resources*, dated July 8, 1980, reinforces section La. R.S. 49:214.31, wherein it states that the LDNR-OC "will issue in lieu permits only if the proposed activity is consistent with the Coastal Use Guidelines, the Louisiana Coastal Resources Program and affected approval local programs."

s.

To the extent that Defendants operated or conducted activities in the Operational Area under "in lieu" permits authorized or granted by the LDNR-OC or another state agency, Defendants were obligated to comply fully with the CZM Laws in the conduct of such operations or activities.

t.

Furthermore, Plaintiffs allege that most, if not all, of Defendants' operations or activities complained of herein were not "lawfully commenced or established" prior to the implementation of the coastal zone management program. See LAC 43:723(B)(8). The complained-of operations and activities were prohibited prior to 1978 by various provisions of Louisiana Statewide Orders 29, 29-A, and 29-B, various field wide orders, as well as various orders of the Louisiana Stream Control Commission.

u.

Defendants are required to comply not only with all applicable state environmental laws and state regulations, but also with any additional requirements imposed by the State of Louisiana or Plaquemines Parish through the coastal zone management program. Defendants have failed to comply with numerous provisions of the state coastal zone management program, as previously alleged, and thus they are liable under the CZM Laws for any damages resulting from these violations.

v.

The Defendants are liable for the foregoing violations of the state and local CZM Laws, including without limitation, the failure to clear, revegetate, detoxify, and restore to their original condition those portions of the Plaquemines Parish Coastal Zone affected by Defendants' activities within the Operational Area.

FASTERLING PLAINTIFFS' ALLEGATIONS

11.

Based upon the foregoing findings by the Parish of Plaquemines, particularly Defendants' activities in the Bastian Bay Field, the Fasterling plaintiffs allege, upon information and belief,

that Defendants' acts and/or omissions on and around Plaintiffs' Property drastically altered the hydrology of the area thereby causing saltwater intrusion, vegetation die-off, sedimentation inhibition, erosion, and submergence – leading to land loss, increased risk of land loss and storm surge, and other damages to Plaintiffs' Property. This land loss is caused when the activities described above present or introduce the substance of saltwater and other substances not native to the coastal land ecosystem into the soil strata of the coastal lands, rendering that soil unsuitable for maintaining its reasonably intended purpose as a protective barrier and as a land capable of sustaining the culture and way of life of the plaintiffs. For the purposes of the Fasterling plaintiffs, the "Operational Area" comprises the Bastian Bay Oil & Gas Field. A list of Defendants' wells is attached as **Exhibit A**. A list of relevant Coastal Use Permits is attached as **Exhibit B**.

12.

Plaintiffs did not have actual or constructive knowledge of the damages, the causes or the activities of the Defendants until less than one year before the filing of the instant lawsuit. Defendants are jointly and solidarily liable to plaintiffs for the damages alleged herein.

COUNT 1: NEGLIGENCE

13.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

14.

Each of the Defendants' past and continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk within the Operational Area, in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, all governing Defendants' respective activities at issue in this action.

15.

Thus, in accordance with Louisiana Civil Code article 2315, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts

and/or omissions. The plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

16.

In addition, plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 2: STRICT LIABILITY

17.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

18.

Defendants have, or have had, custody and garde of the canals at issue in this action and/or sufficient control over those canals to constitute custody and garde.

19.

Those canals continue to introduce corrosive salt water to the interior coastal lands with increasing volume and velocity, have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in the Operational Area.

20.

Defendants knew or, in the exercise of reasonable care, should have known of that defect in the canals over which they have, or have had, custody and garde. The damage outlined herein could have been prevented by the exercise of reasonable care, yet Defendants failed and continue to fail to exercise such reasonable care.

21.

Thus, in accordance with Louisiana Civil Code articles 2317 and 2317.1, Defendants are strictly liable and bound to redress the damages to plaintiffs and Plaintiffs' Property as caused by

Defendants' canals. Plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

22.

In addition, the plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 3: PUBLIC NUISANCE

23.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

24.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, the extensive weakening and loss of coastal lands and increased storm surge risk in the Operational Area, constituting an unreasonable interference with the health, safety, peace, and/or comfort of southeast Louisiana communities as those acts and/or omissions have, and continue to, expose those communities to increased storm surge risk.

25.

That unreasonable interference has been and continues to be a proximate cause of particularized damage to Plaintiffs' Property in the form of the value of land directly lost and the value of economic and life activities attendant to that lost land. This damage is different in kind than that sustained by the public at large.

26.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations

and duties contained in the permit(s) identified in the Exhibits hereto, all governing Defendants' activities at issue in this action.

27.

That unreasonable interference is continuing to produce effects.

28.

That unreasonable interference is known or knowable by Defendants.

29.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

30.

In addition, plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 4: PRIVATE NUISANCE

31.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

32.

Defendants' continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive weakening of coastal lands, loss of lands, and increased storm surge risk in the Operational Area, all in violation of the standard of care as prescribed in the regulatory framework outlined above and, more particularly, the express and implied obligations and duties contained in the permit(s) identified in the Exhibits hereto, all governing Defendants' activities at issue in this action.

33.

Those acts and omissions constitute a violation of the limitations on use of property and continuing duty not to aggravate the servient estate outlined in Louisiana Civil Code article 667, *et seq.*

34.

Defendants knew or, in the exercise of reasonable care, should have known that the acts and/or omissions outlined herein would cause the damage outlined herein and that the damage could have been prevented by the exercise of reasonable care, and yet Defendants have failed and continue to fail to exercise such reasonable care.

35.

Thus, Defendants are bound to abate the nuisance and/or redress the damages to Plaintiffs' Property. The plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

36.

In addition, plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

COUNT 6: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY

37.

Plaintiffs incorporate by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

38.

The express and implied obligations and duties contained in the coastal use permits ("CUPs")[1] identified in the Exhibits hereto and governing Defendants' activities at issue in this action all require that Defendants not impair the Operational Area.

39.

Those provisions and the regulatory framework pursuant to which those CUPs and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to property owners in the Operational Area, including plaintiffs. Accordingly, those provisions afford plaintiffs third-party beneficiary status.

40.

Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the CUPs in the Exhibits hereto and governing Defendants' activities at issue in this action.

41.

Accordingly, Defendants are in continuing breach of those obligations and duties such that Defendants are bound to redress the damages caused by their breach and sustained by the plaintiffs. The plaintiffs are entitled to injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including undertaking all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration.

42.

In addition, the plaintiffs are entitled to recover damages, as determined to be appropriate, including, but not limited to, the value of lost land that cannot be restored and the

[1] Plaintiffs are not making any claims based on federal permits.

current and future economic value of activities that depended on such lost land, to the extent such land loss was occasioned by Defendants' acts and/or omissions.

WHEREFORE, plaintiffs pray that, after due proceedings be had, there be judgment rendered in their favor and against Defendants finding that Defendants are liable and indebted to plaintiffs, jointly and solidarily, for:

a) All damages as are just and reasonable under the circumstances;

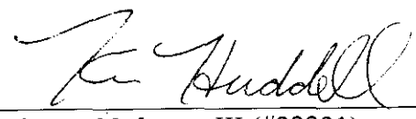
b) Judicial interest from the date of the judicial demand;

c) Injunctive relief in the form of abatement and restoration of the coastal land loss at issue, including all manner of abatement and restoration activities determined to be appropriate, including, but not limited to, wetlands creation, reef creation, hydrologic restoration, shoreline protection, structural protection, bank stabilization, and ridge restoration;

d) The award of costs, expenses and reasonable attorneys' fees to the fullest extent authorized by law; and

e) Such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,



Gladstone N. Jones, III (#22221)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Bernard E. Boudreaux, Jr. (#02019)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
Jones, Swanson, Huddell & Garrison, L.L.C.
601 Poydras St., Suite 2655
New Orleans, Louisiana 70130
Telephone: (504) 523-2500
Facsimile: (504) 523-2508

S. Jacob Braud (#28318)
Ballay, Braud & Colon, PLC
8114 Highway 23, Suite 101
Belle Chasse, Louisiana 70037
Telephone: (504) 394-9841
Facsimile: (504) 394-9945

James R. Swanson (#18455)
Brent B. Barriere (#2818)
Benjamin D. Reichard (#31933)
Fishman, Haygood, Phelps, Walmsley Willis & Swanson, L.L.P.
201 St. Charles Ave., Suite 4600
New Orleans, Louisiana 70170
Telephone: (504) 586-5252
Facsimile: (504) 586-5250

J. Michael Veron (#7570)
J. Rock Palermo III (#21793)
Alonzo P. Wilson (#13547)
Turner D. Brumby (#33519)
Ashley E. Philen (#31285)
Veron, Bice, Palermo & Wilson, L.L.C.
721 Kirby St. (70601)
P.O. Box 2125
Lake Charles, Louisiana 70602
Telephone: (337) 310-1600
Facsimile: (337) 310-1601

Counsel for Plaintiffs