

38TH JUDICIAL DISTRICT COURT

PARISH OF CAMERON

STATE OF LOUISIANA

NO.: 10-16202

DORÉ ENERGY CORPORATION

V.

CARTER-LANGHAM, INC., BEEM OIL & GAS INVESTORS, LTD., CURTIS WEAVER, EXCHANGE OIL AND GAS COMPANY, EXXONMOBIL OIL CORPORATION, FOREMAN PETROLEUM CORPORATION, HUMBLE OIL COMPANY, LLC, LEA EXPLORATION, INC., LYONS PETROLEUM, INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST, INC., PARTNERS OIL COMPANY N/K/A CEDYCO CORPORATION, PITCO USA, INC., PROSPECTIVE INVESTMENT AND TRADING COMPANY, LTD., SAMEDAN OIL CORPORATION, SCURLOCK RESOURCES, LLC, SOCONY MOBIL OIL COMPANY, INC., TEXACO, INC., TRANSCO EXPLORATION COMPANY

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CAMERON PARISH, LA.

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PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes plaintiff, Doré Energy Corporation, who respectively files this Petition for Damages, upon representing as follows:

JURISDICTION

I.

This Honorable Court has jurisdiction over this matter pursuant to Louisiana Constitution Article V, § 16, since the value of the claims asserted herein, exclusive of interest, court costs, attorneys' fees or penalties, exceeds the amount required to confer jurisdiction in this Court. Furthermore, this Court has personal jurisdiction over the Defendants named herein since they are subject to citation issued by this Court and service of process and, during all time pertinent hereto, they were doing business in the State of Louisiana, Parish of Cameron.

VENUE

II.

Venue is appropriate in this Court because the offenses and quasi offenses occurred in this

Judicial District and because the damages were sustained in this Judicial District. L.S.A.-C.C.P.
Article 74.

PLAINTIFF

III.

The plaintiff, Doré Energy Corporation, is a business corporation organized under the laws of the State of Louisiana with its principal place of business in Lafayette, Louisiana.

DEFENDANTS

IV.

Defendant, Carter-Langham, Inc. is a business corporation organized under the laws of the State of Texas with its principal place of business in Dallas, Texas.

V.

Defendant, Beem Oil & Gas Investors, Ltd., a limited partnership with its principal place of business in Baton Rouge, Louisiana.

VI.

Defendant, Curtis Weaver, is a natural person of the full age of majority who resides in Rayville, Louisiana.

VII.

Defendant, Exchange Oil & Gas Company, previously known as Exchange Oil & Gas Corporation, is a business with its principal place of business in New Orleans, Louisiana.

VIII.

Defendant, ExxonMobil Oil Corporation, successor in interest to Mobil Corporation, Exxon Corporation, Socony Mobil Oil Company, Inc., Socony-Vacuum Oil Corporation, Magnolia Petroleum Company, and Humble Oil & Refining Company, is a New York corporation with its principal place of business in Albany, New York.

IX.

Defendant, Foreman Petroleum Corporation, is a Louisiana corporation with its principal place of business in New Orleans, Louisiana.

X.

Defendant, Humble Oil Company, L.L.C., is a limited liability company organized under the laws of the State of Louisiana with its principal place of business in Covington, Louisiana.

XI.

Defendant, Lea Exploration, Inc. is a business corporation organized under the laws of the State of Louisiana with its principal place of business in Shreveport, Louisiana.

XII.

Defendant, Lyons Petroleum, Inc., is a business corporation organized under the laws of the State of Louisiana with its principal place of business in Shreveport, Louisiana.

XIII.

Defendant, Mobil Oil Exploration & Producing Southeast, Inc., is a business corporation organized under the laws of the State of Delaware with its principal place of business in Fairfax, Virginia.

XIV.

Defendant, Partners Oil Company, now known as Cedyco Corporation, is a Delaware corporation with its principal place of business in Houston, Texas.

XV.

Defendant, Pitco USA, Inc., is a business corporation organized under the laws of the State of Louisiana with its principal place of business in Lafayette, Louisiana.

XVI.

Defendant, Perspective Investment and Trading Company, Ltd., is a business enterprise organized under the state laws of the State of Oklahoma with its principal place of business in Tulsa, Oklahoma.

XVII.

Defendant, Samedan Oil Corporation, is a business corporation organized under the laws of the State of Delaware with its principal place of business in Houston, Texas.

XVIII.

Defendant, Scurlock Resources, LLC, a limited liability company organized under the laws of the State of Louisiana with its principal place of business in Shreveport, Louisiana.

XIX.

Defendant, Socony Mobil Oil Company, Inc., is a business corporation organized under the laws of the State of Delaware with its principal place of business in Fairfax, Virginia.

XX.

Defendant, Texaco, Inc., is a business corporation organized under the laws of the State of Delaware with its principal place of business in Houston, Texas.

XXI.

Defendant, Transco Exploration Company, as successor in interest to TXP Operating Company, Ltd., a business corporation with its principal place of business in Tulsa, Oklahoma.

FACTUAL BACKGROUND

XXII.

Plaintiff is the owner of certain real property located in Cameron Parish, Louisiana, covering approximately 18,300 acres. Plaintiff purchased this property on May 2, 1995. Plaintiff's property is described as follows.

Cameron Parish, Louisiana

Township 14 South, Range 13 West

Section:	19	All	28	All
	20	All	29	All
	21	All	30	All
	22	All	31	All
	23	All	32	All
	24	W/2	33	All
	25	W/2	34	All
	26	W/2	35	All
	27	All	36	W/2

Township 14 South, Range 14 West

Section:	20	NW/4 NW/4, E/2 NW/4, NE/4
	21	E/2 NW/4, E/2
	22	All
	23	All
	24	All
	25	All
	26	All
	27	All
	28	E/2, NW/4
	29	E/2 NE/4
	33	N/2 SE/4
	34	N/2, N/2 SW/4
	35	N/2, NE/4 SE/4, NW/4 SW/4, S/2 S/2
	36	N/2, SE/4, S/2 SW/4

Township 15 South, Range 13 West

Section:	1	W/2 NW/4, the West 36 acres of the E/2 NW/4
	2	N/2, N/2 SE/4
	3	NE/4 NW/4
	4	NE/4
	5	N/2
	6	NE/4, E/2 NW/4, NW/4 NW/4

Township 15 South, Range 14 West

Section:	1	N/2 NE/4
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XXIII.

All of the Defendants in this matter have at various times conducted oil and gas exploration and production operations on plaintiff's property, as described in paragraph XXII, pursuant to oil and gas leases, right-of-way agreements and easements.

XXIV.

These operations have included the drilling of wells, the creation of pits for disposing of materials generated during the drilling and operation of the wells, and the erection of operation equipment, tank batteries, pipes, flow lines, and concrete pads. The operations have also included dredging, filling, as well as the work-over and renovation of wells and drill holes.

XXV.

In the process of conducting oil and gas exploration and production activities on the described property, the Defendants have caused the soil and groundwater beneath the soil to

become contaminated with oils, grease, and naturally occurring radioactive materials, and other hazardous and dangerous chemicals used and/or generated during the oil and gas exploration and production activities.

XXVI.

The Defendants have abandoned oil and gas exploration and production equipment, casing, flow lines, and other structures on the property, including wells that were not properly plugged and abandoned, and have left said equipment and structures to fester on the property without any intention of removal.

XXVII.

The Defendants have created latent hazards and contamination through years of abandonment of hazardous materials and equipment on the property.

XXVIII.

The Defendants have caused tremendous loss of wetlands and have otherwise harmed the ecosystem of the property through their activities.

XXIX.

The damage inflicted by Defendants includes, but is not limited to, the seepage and infiltration of pollutants and toxins into and through the property, including its wetlands, and further into the substrata and the related ecosystem, which infiltration is continuing and ongoing.

XXX.

Aquifers on the property are contaminated with hazardous chemicals that continue to leach into the ecosystem as a result of Defendants' activities on the property.

XXXI.

Plaintiff became aware of the presence of contamination on or around August 2, 2002 after being informed of the results of analytical testing.

FIRST CAUSE OF ACTION

CLAIM FOR DAMAGES FOR NEGLIGENCE

XXXII.

Plaintiff re-alleges those allegations set forth above.

XXXIII.

The Defendants have acted negligently in their operations on the property and have caused damages to the property in the process.

XXXIV.

The damages caused by Defendants include, but are not limited to, crop damage, contamination of soil with naturally occurring radioactive materials, oils, greases, salt and other chlorides, and other hazardous and toxic chemicals used or produced during oil and gas exploration and production activities. The damages also include the contamination of the surface waters and the groundwaters on and beneath the property.

XXXV.

The damages further include extensive latent harm to the ecosystem, such that the toxins introduced by Defendants have not only damaged crops, soil, and the groundwater, but have infiltrated aquatic life on the property. Specifically, analytical results on crabs and other aquatic life indicate the presence of contaminants which are commonly used in the oil and gas industry.

XXXVI.

Furthermore, Defendants have negligently abandoned oilfield production equipment, including contaminated casing, and other supplies, throughout the property.

XXXVII.

Defendants are liable unto plaintiff for the damages that have been caused by their negligent conduct in the operations of the oil and gas exploration and production activities in violation of Louisiana Civil Code Article 2315.

XXXVIII.

Defendants have also failed to act as reasonably prudent operators, as required by the Louisiana Mineral Code.

XXXIX.

Defendants are liable jointly and *in solido* unto plaintiff for the damages they have caused through their negligence.

SECOND CAUSE OF ACTION

CLAIM FOR DAMAGES FOR BREACH OF CONTRACT

XL.

Plaintiff re-alleges those allegations set forth above.

XLI.

All defendants have conducted oil and gas operation operations on plaintiff's described property pursuant to oil and gas leases, right-of-way agreements and easements.

XLII.

Under the terms of the leases and agreements, and pursuant to obligations as contained in the Louisiana Civil Code, defendants have an obligation to restore the plaintiff's property.

XLIII.

Defendants have breached the terms of the leases and agreements while using more of the property than reasonably necessary to conduct the oil and gas exploration and production activities.

XLIV.

Defendants have breached the terms of the leases and agreements by failing to restore the property.

XLV.

Defendants have breached the terms of the leases and agreements by causing damages to the property burdened by the leases.

XLVI.

Defendants have breached the terms of the leases and agreements by not removing abandoned equipment.

XLVII.

Defendants have breached the terms of the leases and agreements by causing crop damage that has not been repaired.

XLVIII.

Defendants' operations pursuant to said leases and agreements have caused damages

which they have failed to repair.

XLIX.

Defendants have breached the terms of the leases in bad faith.

L.

Defendants are liable jointly and *in solido* unto plaintiff for the damages they have caused through their breach of the leases.

THIRD CAUSE OF ACTION

CLAIM FOR RESTORATION UNDER THE MINERAL CODE

LI.

Plaintiff re-alleges those allegations set forth above.

LII.

The Louisiana Mineral Code imposes upon the operators of oil and gas exploration and production activities the burden to restore the premises.

LIII.

Defendants have failed to restore the described premises where their oil and gas exploration and production activities took place.

LIV.

Defendants are therefore liable unto plaintiff for all damages that plaintiff has sustained as a result of Defendants' failure to restore the premises to its original state.

LV.

Defendants are also indebted unto plaintiff to perform a proper and adequate restoration of the described property.

FOURTH CAUSE OF ACTION

CLAIM FOR EXEMPLARY DAMAGES

LVI.

Plaintiff re-alleges those allegations set forth above.

LVII.

Defendants have, during their oil and gas exploration and production activities, stored,

handled and transported hazardous and toxic substances and have done so in a wanton and reckless manner.

LVIII.

Plaintiff has been damaged as a result of the Defendants' wanton and reckless storage, handling and transportation of toxic and hazardous substances and Defendants are therefore liable unto plaintiff for exemplary damages pursuant to Louisiana Civil Code Article 2315.3.

FIFTH CAUSE OF ACTION

CLAIM FOR DAMAGES FOR TRESPASS

LIX.

Plaintiff re-alleges those allegations set forth above.

LX.

Defendants have committed trespass on plaintiff's property by, among other things, using more of the property than was or is reasonably necessary to conduct their oil and gas exploration and production activities, and by allowing toxic and hazardous substances to migrate from their production facilities throughout the ecosystem of the property.

LXI.

Defendants have committed trespass on plaintiff's property by, among other things, abandoning equipment, supplies and piping in, on and throughout the described property.

LXII.

Defendants are liable jointly and *in solido* unto plaintiff for all damages caused by their commission of trespass or trespasses onto plaintiff's property.

SIXTH CAUSE OF ACTION

CLAIM FOR MARITIME TORT

LXIII.

Plaintiff re-alleges the allegation set forth above.

LXIV.

Defendants have, through the negligent operation of their vessels, and/or from the unseaworthiness of their vessels, while those vessels were engaged in operations on the property,

caused a dramatic loss of wetlands on and throughout the property.

LXV.

Defendants operations have inflicted and continue to inflict severe damage to the property, including, but not limited to, water damages, accelerated erosion, and a loss of wetlands.

LXVI.

Defendants are liable jointly and *in solido* unto plaintiff for damages caused by their vessel-related operations.

LXVII.

Plaintiff respectfully prays for trial by jury.

LXVIII.

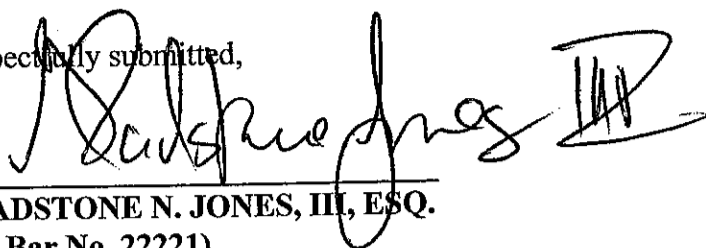
Plaintiff expressly reserves the right to supplement and amend this Petition for Damages as additional information is forthcoming.

PRAYER

LXIX.

WHEREFORE, the premises considered, plaintiff Doré Entergy, Inc., respectfully prays that Defendants be cited to appear and to answer, and that, after trial by jury, Defendants be found liable, jointly and *in solido*, to plaintiff and that plaintiff be awarded from Defendants all compensatory and punitive damages which the Court deems appropriate as well as pre-judgment and post-judgment interest thereon, along with the recovery of the cost of this litigation, including, but not limited to, attorneys' fees and litigation costs, the cost of restoration of the surface and sub-surface of plaintiff's property to its original condition, all costs associated with the sampling, testing, and evaluation of the property to determine the extent of contamination and wetland destruction caused by Defendants, the cost of plugging non-producing wells and removing equipment from the property, and all other relief that the Court deems fit and proper.

Respectfully submitted,



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