

16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARY

STATE OF LOUISIANA

DOCKET NO. 121481

DIVISION "H"

THE MARYLAND COMPANY, L.L.C.

VERSUS

EXXON MOBIL CORPORATION, ET AL.

FILED: MAR 16 2010

JENNIFER R. SPLANE
DEPUTY CLERK OF COURT

PETITION FOR DAMAGES

Plaintiff respectfully petitions this Honorable Court for a judgment finding defendants herein liable for damages caused by defendants' oil and gas exploration and production and related activities that substantially harmed plaintiff's land and legal interests. Upon information and belief, plaintiff makes the following allegations:

1.

Plaintiff is The Maryland Company, L.L.C., a Louisiana limited liability company with its principal place of business in the Parish of St. Mary, State of Louisiana. The Maryland Company, L.L.C. is a citizen of Louisiana and New York.

2.

Plaintiff is a lessor, assign, third party beneficiary, and/or successor in interest to certain oil, gas and mineral leases between plaintiff and defendants, and is owner of property contaminated by the oil and gas activities conducted or controlled by one or more of the defendants.

3.

Plaintiff owns the following property located in St. Mary Parish, Louisiana in the Garden City Field:

Certain tracts or parcels of land constituting all or a portion of the following Sections situated in Township 15 South, Range 10 East: 5, 6, 7, 19, 20, 21, 22, 26, 27, 28, 29, 30, 37, 45, 46, 47, 48, 50, 51, 52, 53, 54, 55, 56, 57, 58, 71, 72, 73, 74, 75, 76, and 79.

4.

Made defendants are the following parties:

1. EXXON MOBIL CORPORATION, a foreign corporation having a principal place of business in Texas, and a registered agent, Corporation Service Company, located at 320 Somerulos Street, Baton Rouge, LA 70802-6129. Exxon Mobil Corporation is the successor in interest to Humble Oil & Refining Company;
2. BURLINGTON RESOURCES OIL AND GAS COMPANY LP, a foreign partnership having a principal place of business in Texas, and a registered agent, Corporation Service Company, located at 320 Somerulos Street, Baton Rouge, LA 70802-6129;
3. CAMEX, INC., a Louisiana corporation having a principal business establishment at 103 Exchange Place, Lafayette, LA 70503 and whose registered agent is Patrick S. Ottinger, 1313 West Pinhook Road, Lafayette, LA 70503;
4. ALISTAR CORPORATION, a foreign corporation not licensed to do business in Louisiana that can be served through the Louisiana Long Arm Statute at 601 Jefferson Street, Suite 4000, Houston, TX 77002;
5. COCKSPUR, INC., a foreign corporation not licensed to do business in Louisiana that can be served through the Louisiana Long Arm Statute at 601 Jefferson Street, Suite 4000, Houston, TX 77002;
6. ENER CORPORATION, a foreign corporation not licensed to do business in Louisiana that can be served through the Louisiana Long Arm Statute at 601 Jefferson Street, Suite 4000, Houston, TX 77002;
7. MARSHALL EARTH RESOURCES, INC., a foreign corporation not licensed to do business in Louisiana that can be served through the Louisiana Long Arm Statute at 145 South D Street, Virginia City, NV 89440;
8. QUINTANA MINERALS CORPORATION, a foreign corporation not licensed to do business in Louisiana that can be served through the Louisiana Long Arm Statute at 601 Jefferson Street, Suite 3600, Houston, TX 77002-7906;
9. THE ARNOLD CORPORATION, a foreign corporation not licensed to do business in Louisiana that can be served through the Louisiana Long Arm Statute at 601 Jefferson Street, Suite 4010, Houston, TX 77002;
10. ANTONETTE TILLY ARNOLD, a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
11. ISAAC ARNOLD, JR., Individually and as Trustee of The H. R. Cullen Louisiana Trusts and The Lillie C. Cullen Louisiana Trusts for Douglas B. Marshall, Douglas B. Marshall, Jr. and Hugh Roy Marshall. ISAAC ARNOLD, JR. is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
12. ISAAC ARNOLD, III, Individually and as Trustee of The H. R. Cullen Louisiana Trust and The Lillie C. Cullen Louisiana Trust for Isaac Arnold, Jr. ISAAC ARNOLD, III is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
13. ROBERT TILLY ARNOLD, a natural person of full age of majority who, upon information and belief, is domiciled in Texas;

14. WALTER S. BAKER, JR., as Trustee of The H. R. Cullen Louisiana Trusts and The Lillie C. Cullen Louisiana Trusts for Isaac Arnold, Jr, Douglas B. Marshall, Douglas B. Marshall Jr. and Hugh Roy Marshall and as Trustee of The Alexandra R. Marshall 1985 Garden City Trust and as Co-Executor of The Estate of Joe Barnhart. WALTER S. BAKER, JR. is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
15. ROBERT J. BARNHART, is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
16. ALISON R. BAUMANN, is a natural person of full age of majority who, upon information and belief, is domiciled in California;
17. MAX C. BUTLER, as Trustee for The H. R. Cullen Louisiana Trust and The Lillie C. Cullen Louisiana Trust for Ugo Portanova. MAX C. BUTLER is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
18. KATHERINE A. CATTANACH, as Trustee of The Agnes Scott Wright 1979 Louisiana Trust, as Trustee of The Russell Scott, III 1979 Louisiana Trust, as Trustee of The Mary Scott Simmons 1979 Louisiana Trust, and as Trustee of The Joseph Arnold Scott 1979 Louisiana Trust. KATHERINE A. CATTANACH is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
19. HARRY H. CULLEN, Individually and as Trustee of the Meredith Thomas Cullen 1972 Louisiana Trust. HARRY H. CULLEN is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
20. HARRY H. CULLEN, JR. is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
21. MELINDA JOVITA CULLEN is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
22. ROBERT LUDWIG CULLEN is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
23. ROY H. CULLEN is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
24. ROY WALTER CULLEN is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
25. JEFFREY MICHAEL GRIEFF, as Trustee for The Succession Trust of Mimi Robinson Arnold for David Robinson. JEFFREY MICHAEL GRIEFF is a natural person of full age of majority who, upon information and belief, is domiciled in Washington;
26. ROBERT A. HIGLEY, as Trustee for The H. R. Cullen Louisiana Trust and The Lillie C. Cullen Louisiana Trust for Ugo Portanova. ROBERT A. HIGLEY is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
27. CARROLL R. HOCHNER is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;

28. GREGORY R. HOVAS, as Trustee of The H. R. Cullen Louisiana Trust and The Lillie C. Cullen Louisiana Trust for Enrico Portanova. GREGORY R. HOVAS is a natural person of full age of majority who, upon information and belief, is domiciled in New York;
29. ROBERT C. HUX, as Trustee of The H. R. Cullen Louisiana Trust and The Lillie C. Cullen Louisiana Trust for Ugo Portanova. ROBERT C. HUX is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
30. FRANCIS P. KING, as Trustee of The Agnes Scott Wright 1979 Louisiana Trust, as Trustee of The Russell Scott, III 1979 Louisiana Trust, as Trustee of The Mary Scott Simmons 1979 Louisiana Trust, and as Trustee of The Joseph Arnold Scott 1979 Louisiana Trust. FRANCIS P. KING is a natural person of full age of majority who, upon information and belief, is domiciled in Colorado;
31. CORNELIA CULLEN LONG, as Trustee of The Meredith Thomas Cullen 1972 Louisiana Trust. CORNELIA CULLEN LONG is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
32. MARTHA KATHERINE LONG, Individually and as Trustee of The Meredith Thomas Cullen 1972 Louisiana Trust. MARTHA KATHERINE LONG is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
33. MEREDITH J. LONG, as Trustee of The H. R. Cullen Louisiana Trusts and The Lillie C. Cullen Louisiana Trusts for Isaac Arnold, Jr., Douglas B. Marshall, Douglas B. Marshall, Jr. and Hugh Roy Marshall. MEREDITH J. LONG is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
34. BENJAMIN CULLEN MARSHALL is a natural person of full age of majority who, upon information and belief, is domiciled in California;
35. DOUGLAS B. MARSHALL, III is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
36. HUGH ROY MARSHALL is a natural person of full age of majority who, upon information and belief, is domiciled in Nevada;
37. HUGH ROY MARSHALL, JR. is a natural person of full age of majority who, upon information and belief, is domiciled in California;
38. ANTOINETTE ARNOLD MAYWALD is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
39. KATHERINE CULLEN MCCORD is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
40. WILHELMINA R. MORIAN is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
41. ALISA ERIN O'LEARY, as Trustee of The Meredith Thomas Cullen 1972 Louisiana Trust. ALISA ERIN O'LEARY is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
42. JOHN CAVANAUGH O'LEARY, JR., Individually and as Trustee of The Meredith Thomas Cullen 1972 Louisiana Trust. JOHN CAVANAUGH O'LEARY, JR. is a natural person of full age of majority who, upon information and belief, is domiciled in Colorado;

43. PAUL DI PORTANOVA, as Trustee of The H. R. Cullen Louisiana Trust and The Lillie C. Cullen Louisiana Trust for Enrico Portanova. PAUL DI PORTANOVA is a natural person of full age of majority who, upon information and belief, is domiciled in Texas.
44. MARGARET G. PRICE, as Co-Executor of The Estate of Joe Barnhart. MARGARET G. PRICE is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
45. CORBIN J. ROBERTSON, JR., Individually and as Executor on behalf of Corbin J. Robertson Estate. CORBIN J. ROBERTSON, JR. is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
46. LILLIE T. ROBERTSON is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
47. STUART BRUCE ROBINSON, as Trustee for The Succession Trust of Mimi Robinson Arnold for Deborah Robinson. STUART BRUCE ROBINSON is a natural person of full age of majority who, upon information and belief, is domiciled in Washington;
48. DEBORAH ROBINSON TOM, as Trustee for The Succession Trust of Mimi Robinson Arnold for John and Mary Robinson and The Succession Trust of Mimi Robinson Arnold for Stuart Robinson. DEBORAH ROBINSON TOM is a natural person of full age of majority who, upon information and belief, is domiciled in Washington;
49. MARY HUGH ARNOLD SCOTT, as Trustee of The H. R. Cullen Louisiana Trust and The Lillie C. Cullen Louisiana Trust for Mary Hugh Arnold Scott. MARY HUGH ARNOLD SCOTT is a natural person of full age of majority who, upon information and belief, is domiciled in Colorado;
50. RUSSELL SCOTT, JR., as Trustee of The Agnes Scott Wright 1979 Louisiana Trust, as Trustee of The Russell Scott, III 1979 Louisiana Trust, as Trustee of The Mary Scott Simmons 1979 Louisiana Trust, and as Trustee of The Joseph Arnold Scott 1979 Louisiana Trust. RUSSELL SCOTT, JR. is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
51. WILHELMINA B. TRAYLOR is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
52. V. RICHARD VIEBIG, JR., as Co-Executor of The Estate of Joe Barnhart. V. RICHARD VIEBIG, JR. is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;
53. CORNELIA O'LEARY ZILKHA, as Trustee of The Meredith Thomas Cullen 1972 Louisiana Trust. CORNELIA O'LEARY ZILKHA is a natural person of full age of majority who, upon information and belief, is domiciled in Texas;

The above-mentioned defendants are referred to hereinafter collectively as the "Mineral Lessee Defendants."; and

54. STATE OF LOUISIANA, THROUGH THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES.

5.

The Mineral Lessee Defendants have conducted, directed and participated in various oil and gas exploration and production activities as operators and/or working interest owners and/or joint venturers in the Garden City Field and on plaintiff's property which is located in Louisiana's sensitive Coastal Zone. The Mineral Lessee Defendants' activities include the operation or construction of various oil and gas facilities, including but not limited to pits, sumps, pipelines, flowlines, tank batteries, wellheads, and measuring facilities.

6.

Plaintiff's property has been damaged by the Mineral Lessee Defendants' oil and gas production, exploration activities and by the spillage and/or disposal of toxic oil field wastes on, in, and adjacent to plaintiff's property. This spillage and/or disposal, which has not been removed, occurred without plaintiff's consent.

7.

The Mineral Lessee Defendants operated or controlled oil, gas, and disposal wells and/or units on or near plaintiff's property.

8.

The Mineral Lessee Defendants have known that the disposal of oilfield wastes in unlined earthen pits inevitably results in seepage, which contaminates both surface and subsurface soils and waters. Plaintiff has suffered damages resulting from the improper disposal of oilfield wastes in unlined earthen pits that were constructed by the Mineral Lessee Defendants on or near their property during the course of oil and gas exploration and production activities. The oilfield wastes deposited in these pits include (but are not limited to) such substances as naturally occurring radioactive material ("NORM"), produced water, drilling fluids, chlorides, hydrocarbons, and heavy metals. Also, leaks, spills, and other discharges of these substances from wells, pipelines, tank batteries, gas plants, and other equipment have further polluted plaintiff's property.

9.

The Mineral Lessee Defendants knew or should have known that their day to day operations in the Garden City Field would cause the soil, surface waters and groundwater of plaintiff's property

to be contaminated with the substances described herein. The Mineral Lessee Defendants' failure to timely remove or remediate this toxic pollution in the soils and groundwater of plaintiff's property has allowed the pollution to migrate and spread, thereby causing damages, including but not limited to, contaminated soil and groundwater, land loss, and loss of timber.

10.

At no time did the Mineral Lessee Defendants issue any warning to plaintiff that their disposal and discharge activities were hazardous to property.

11.

Plaintiff did not have actual or constructive knowledge of the pollution described herein until less than a year prior to the filing of this suit.

12.

The Mineral Lessee Defendants' conduct constitutes negligence, which gives rise to liability under the provisions of La. C.C. art. 2315. The Mineral Lessee Defendants knew or should have known that their conduct would cause property and other damages to the plaintiff. The Mineral Lessee Defendants had a duty to protect the plaintiff and plaintiff's property from the effects of the contamination and pollution described herein. The Mineral Lessee Defendants' violation of this duty proximately caused the damages described below.

13.

The Mineral Lessee Defendants are strictly liable to plaintiff under La. C.C. art. 667 for the damages caused by their storage, discharge, and disposal of toxic and hazardous oil field waste on or adjacent to plaintiff's property. Further, the Mineral Lessee Defendants are strictly liable to the plaintiff under the provisions of La. C.C. arts. 2317 and 2322. At all times pertinent hereto, the Mineral Lessee Defendants had garde of the facilities and equipment that caused the pollution described herein. Those Mineral Lessee Defendants who participated in the above described oil and gas operations by the acquisition of working interests in these operations had sufficient control to constitute garde under the provisions of La. C.C. art. 2317. On information and belief, the Joint Operating Agreements that governed the conduct of the oil and gas activities of the Mineral Lessee Defendants show that the working interest owners who participated in such agreements had not only

the right to control operations conducted pursuant to the agreements, but also held proportional ownership interests in the facilities and equipment that caused the pollution complained of herein. Such ownership gives rise to a presumption of *garde*.

14.

The Mineral Lessee Defendants' conduct of their oil and gas exploration and production activities and the associated discharge, disposal or storage of oil field waste and other wastes on plaintiff's property have created a continuing, ongoing and damaging nuisance to the plaintiff and plaintiff's property. Further, the continued presence of oilfield wastes and other wastes on plaintiff's lands constitutes a continuing trespass. The continuous and ongoing migration of oil field waste and the continuing presence of other wastes is causing new and ever increasing damage to plaintiff's property, and such damage will continue until such time as these wastes are removed and remediated. Additionally, the Mineral Lessee Defendants have exercised their rights to the properties in suit without reasonable regard to the rights of the plaintiff in violation of La. R.S. 31:11.

15.

The Mineral Lessee Defendants' conduct as described above constitutes a breach of the oil, gas, and mineral leases, which covered the oil and gas activities described above. Further, each Mineral Lessee Defendant has breached those standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators.

16.

The Mineral Lessee Defendants have a contractual obligation under the applicable oil, gas, mineral, and surface leases, and assignments thereof, to restore plaintiff's property to its original condition, and plaintiff is also the beneficiary of express contractual provisions that require additional remediation in excess of the requirements of La. R.S. 30:29. The Mineral Lessee Defendants have failed to satisfy their obligations under the applicable leases and assignments thereof. As a result, plaintiff's property has been impacted by each Mineral Lessee Defendant's use of said property under the applicable leases, and such property has not been restored to its original condition. For the breach of these oil, gas, and mineral leases, and assignments thereof, the Mineral Lessee Defendants are liable to the plaintiff for foreseeable and consequential damages occasioned

by their failure to perform, as well as the cost of these proceedings and reasonable attorneys' fees. Plaintiff did not learn of the breach of said mineral leases, or the negligent or excessive use of the property at issue, until less than one year before filing this suit.

17.

The remediation of contamination on the property subject to the existing mineral leases at issue would not interfere with, or have any effect on, any ongoing mineral operations. Further, there are no leases at issue in this lawsuit that permit the postponement of remediation of contaminated property until the end of the lease.

18.

Each Mineral Lessee Defendant has also breached those standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators. The lease provisions of the Louisiana Civil Code and the Louisiana Mineral Code also require the Mineral Lessee Defendants to use plaintiff's property as a prudent administrator and to restore plaintiff's property to its original condition. The Mineral Lessee Defendants have failed to act as prudent administrators, have failed to restore plaintiff's property to its original condition, and have failed to discharge their obligations under the Civil Code and the Mineral Code. To the extent that any Mineral Lessee Defendant owns a mineral interest or servitude in the subject property as described above, said defendant has an obligation to restore said property to its original condition to the extent reasonably practicable under the provisions of La. R.S. 31:22 (Mineral Code article 22). Plaintiff has suffered damages and is entitled to all remedies allowed under the Civil Code and Mineral Code.

19.

The Mineral Lessee Defendants negligently and excessively used the property at issue during mineral operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, La. R.S. 31:122.

20.

The Mineral Lessee Defendants are liable to the plaintiff under the doctrine of correlative rights, as set forth in Article 11 of the Louisiana Mineral Code. The Mineral Lessee Defendants have

exercised their mineral rights under the applicable leases without reasonable regard to the rights of plaintiff, and are thus liable for all damages flowing therefrom.

21.

The Mineral Lessee Defendants' actions in knowingly disposing of toxic and hazardous materials onto plaintiff's property, in failing to cleanup said pollution and stop its further migration, in allowing the migration of this pollution to offsite properties, and in failing to properly maintain their facilities where these toxic and hazardous materials were transported, handled, stored and disposed of, constitute "wanton or reckless disregard for public safety in the storage, handling or transportation of hazardous or toxic substances." The Mineral Lessee Defendants are therefore liable to the plaintiff for punitive and exemplary damages pursuant to La. C.C. art. 2315.3 for all such activities that occurred during the applicable time period of said statute. At all times pertinent hereto, the Mineral Lessee Defendants had actual physical possession or control of the toxic and hazardous substances described above.

22.

The Mineral Lessee Defendants have been unjustly enriched by their unauthorized use of plaintiff's lands to store and dispose of toxic contamination.

23.

Due to the activities of the Mineral Lessee Defendants in polluting the soils and groundwater underlying the property of the plaintiff, and the continuing trespass of the Mineral Lessee Defendants resulting from the continued presence of wastes and contaminants in or on said soils and groundwater, plaintiff is entitled to a prohibitory and mandatory permanent injunction: (a) requiring that the Mineral Lessee Defendants remove all waste and contamination that they have caused to be deposited on or in the groundwater and soils underlying the plaintiff's lands, and (b) ordering the Mineral Lessee Defendants to remove all waste and contamination that they have caused to be deposited on or in the groundwater and soils underlying the plaintiff's lands.

24.

Further, for an undetermined length of time, the Mineral Lessee Defendants have stored toxic pollution and other wastes on or in the groundwater and soils underlying the plaintiff's lands. The

Mineral Lessee Defendants have derived substantial economic benefits from this storage in that their use of the subsurface of the plaintiff's lands has allowed them to avoid the substantial costs and expenses associated with the proper disposal of this toxic pollution and other wastes. Thus, the plaintiff is entitled to the civil fruits derived from the Mineral Lessee Defendants' trespass pursuant to La. C.C. art. 486 which provides that a possessor in bad faith is liable for the "fruits he has gathered or their value subject to his claim for reimbursement of expenses."

25.

Plaintiff is entitled to recover money damages equal to the cost to conduct a comprehensive and expedited environmental assessment of all present and yet unidentified pollution and contamination of its property.

26.

The Louisiana Department of Natural Resources ("DNR") is made a defendant pursuant to Louisiana law, including La. R.S. 30:29, La. R.S. 36:351(B), La. R.S. 36:358(B)(1) and (2), and pursuant to the Public Trust Doctrine, and the Louisiana Constitution. Through its offices and officers, the DNR, in accordance with La. R.S. 36:351(B), is responsible for the conservation, management, and development of water, minerals, and other such natural resources of the state, including coastal restoration and management, except timber and fish and wildlife and their habitats, and the stated mission of the DNR is to manage, protect, and preserve the state's nonrecurring natural resources and wetlands through conservation, regulation, and scientifically sound management in a manner that builds satisfying relationships with its stakeholders who are citizens; business and industry customers; educational communities; other state, federal, and local agencies; employees; and the state legislature.

27.

Additionally, La. R.S. 30:29(B)(2) provides:

The department [of Natural Resources] or the attorney general, in accordance with their areas of constitutional and statutory authority and regulations adopted pursuant thereto, shall have the right to intervene in such litigation in accordance with the Louisiana Code of Civil Procedure. Nothing in this Section shall diminish the authority of the department [of Natural Resources] or the attorney general to independently bring any civil or administrative enforcement action. Nor shall anything in this Section preclude the department [of Natural Resources] from

independently responding in a timely manner to an inquiry or request by a landowner for investigation.

Pursuant to this provision, plaintiff seeks an investigation by the DNR into the contamination on plaintiff's property.

28.

In summary, the plaintiff has stated causes of action in tort and separate causes of action for breach of contract under the applicable leases and assignments thereof, the Mineral Code and Civil Code, and for breach of implied obligations under the Mineral Code and Civil Code, and is entitled to the following damages:

- a. Sufficient funds to conduct a complete scientific analysis of the extent and nature of the contamination on its property associated with the Mineral Lessee Defendants' operation of waste pits, tank batteries, production and/or injection wells, pipelines, and other oil and gas related facilities and equipment;
- b. The cost to restore the property to its pre-polluted original condition;
- c. Punitive or exemplary damages;
- d. Any civil fruits derived from the Mineral Lessee Defendants' illegal trespass and an award for unjust enrichment damages for the Mineral Lessee Defendants' unauthorized use of plaintiff's land to store and dispose of their wastes without consent or compensation to plaintiff from time of placement to time of final removal; and
- e. An award of stigma damages for diminution in property value before, during and after restoration.

29.

Plaintiff affirmatively alleges that damages awarded by the court for remediation will be used to clean up the above described contamination. Plaintiff is entitled to sufficient damages to restore its property as near as possible to its original condition. Plaintiff has personal reasons for wishing to commit the sums awarded for remediation to clean up the affected property.

30.

Plaintiff asserts only those private causes of action accorded him under the Louisiana Constitution and laws of the State of Louisiana. Plaintiff has not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law, and asserts no such claims herein. To the extent any state law claims are preempted by federal law (either expressly or impliedly), such claims are not alleged herein. Plaintiff herein expressly does not pursue any defendants or claims that have been discharged in bankruptcy, and if a party has filed or intends to file for bankruptcy concerning any of the claims alleged herein, it is the express intention of plaintiff not to pursue those claims or party or parties in this action, even if such party has been inadvertently named as a defendant above.

31.

Plaintiff affirmatively alleges that damages awarded by the court for remediation pursuant to La. R.S. 30:29 will be used to clean up the above described contamination. Plaintiff is entitled to a judgment ordering damages for, or implementation of, additional remediation in excess of the requirements of La. R.S. 30:29 pursuant to express provisions of contracts to which plaintiff is a party or third party beneficiary.

32.

Each Mineral Lessee Defendant is liable to plaintiff *in solido*. The Mineral Lessee Defendants are joint and solidary tortfeasors.

33.

WHEREFORE, plaintiff prays that the Mineral Lessee Defendants be cited to appear and answer this petition and that after due proceedings had, that there be judgment entered herein as follows:

1. Awarding plaintiff compensatory damages in an amount to be proven at trial, including payment of the costs to restore lands with identified pollution to its original unpolluted state, unjust enrichment damages for the unauthorized disposal of waste on plaintiff's property without landowner's consent, civil fruits resulting from the

Mineral Lessee Defendants' illegal and bad faith trespass on plaintiff's lands, and other property damages;

2. Awarding plaintiff punitive damages;
3. Ordering the Mineral Lessee Defendants to pay plaintiff sufficient funds so that plaintiff may conduct a comprehensive and expedited environmental assessment of plaintiff's land to identify all hidden or not yet identified pollution on plaintiff's land;
4. Awarding plaintiff all costs of this suit and for legal interest therein for any amount awarded from the date of judicial demand until paid; and further awarding plaintiff judicial interest on all contract claims from the date of breach;
5. Awarding plaintiff stigma damages for diminution in property value before and after restoration;
6. Ordering a mandatory and prohibitory injunction to restore plaintiff's property to its pre-contaminated condition and to prevent the migration and spread of toxic and hazardous substances onto plaintiff's property;
7. For the Louisiana Department of Natural Resources to conduct an investigation of the contamination on plaintiff's property;
8. For all costs and attorneys' fees pursuant to La. R.S. 30:29 and any other applicable provision of law;
9. For all just and equitable relief; and
10. For all damages as are reasonable in the premises.

Respectfully submitted,



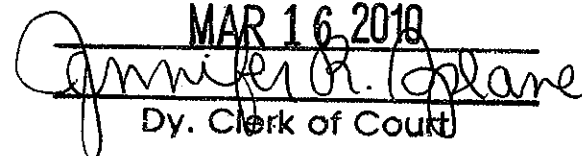
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Dy. Clerk of Court

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PLEASE SERVE:

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BURLINGTON RESOURCES OIL AND GAS COMPANY LP, through its registered agent
Corporation Service Company
320 Somerulos Street
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CAMEX, INC., through its registered agent
Patrick S. Ottinger
1313 West Pinhook Road
Lafayette, LA 70503

STATE OF LOUISIANA, LOUISIANA DEPARTMENT OF NATURAL RESOURCES, through
Scott A. Angelle, Secretary
617 North Third Street
Baton Rouge, Louisiana 70802

PLEASE SERVE VIA THE LOUISIANA LONG ARM STATUTE:

ALISTAR CORPORATION
601 Jefferson Street, Suite 4000
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Houston, TX 77002

ENER CORPORATION
601 Jefferson Street, Suite 4000
Houston, TX 77002

MARSHALL EARTH RESOURCES, INC.
145 South D Street
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QUINTANA MINERALS CORPORATION
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3675 Willowick Road
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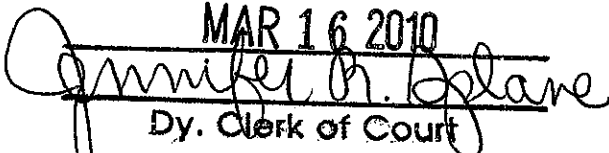
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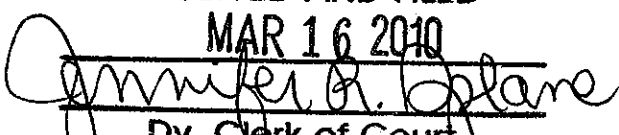
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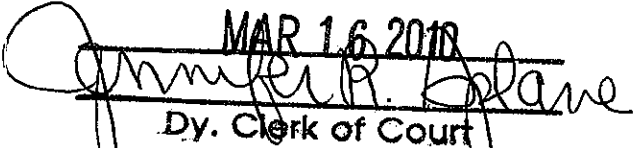
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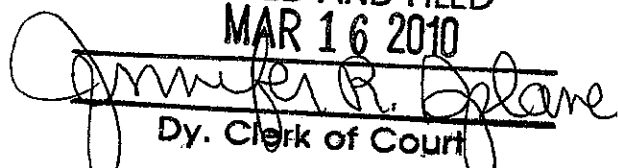
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