

25<sup>th</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

DOCKET NO. 61-926

DIVISION "A"

DEFELICE LAND COMPANY, L.L.C.

VERSUS

CONOCOPHILLIPS COMPANY, EXXON MOBIL CORPORATION, FREEPORT  
SULPHUR COMPANY, GREAT SOUTHERN OIL & GAS COMPANY, INC.,  
CHEVRON U.S.A. INC., CHEVRON PIPELINE COMPANY, LINDER OIL COMPANY,  
A PARTNERSHIP, STONE ENERGY CORPORATION, PCS PHOSPHATE COMPANY,  
INC., THE STONE PETROLEUM CORPORATION, BEPCO, L.P., EDWIN L. COX,  
THE LOUISIANA LAND AND EXPLORATION COMPANY LLC, LLOG  
EXPLORATION & PRODUCTION COMPANY, L.L.C., FREEPORT-MCMORAN OIL  
& GAS LLC, RESOURCES INVESTMENT CORPORATION, CHEVRON U.S.A.  
HOLDINGS INC., OXY USA INC., GULF SOUTH PIPELINE COMPANY, L.P.,  
HIGH POINT GAS TRANSMISSION, LLC

**FILED**

FILED: \_\_\_\_\_

JAN 16 2015  
/s/EDWARD E. KIRBY  
DEPUTY CLERK  
DY. CLERK

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes Plaintiff, the DeFelice Land Company, L.L.C., in the above entitled action, who files this Petition for Damages against defendants herein, and in support thereof, respectfully represents the following:

1.

Plaintiff, the DeFelice Land Company, L.L.C., is a domestic limited liability company domiciled in Raceland, Louisiana.

2.

Plaintiff owns property located in Plaquemines Parish, as indicated in the Tobin map attached as **Exhibit A** which includes lands located within:

1. T17S, R26E, Sections 23, 24, 26, 27, 28;
2. T18S, R26E, Section 11 and 13; and
3. T17S, R25E, Sections 3, 4, 5, 6, 7, 8, 9, 10, 21, 22, 24, 25, 26, 28, 29, 45, 46.

3.

Made "Parish Defendants" are the following parties:

- a. **CONOCOPHILLIPS COMPANY**, 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.**;
- b. **EXXON MOBIL CORPORATION**, a foreign corporation whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Exxon Mobil Corporation is named individually and as successor in interest to **Exxon Corporation** and **Humble Oil and Refining Company**;
- c. **FREEPORT SULPHUR COMPANY**, a foreign corporation whose principal place of business is located in New Orleans, Louisiana, and whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802;
- d. **GREAT SOUTHERN OIL & GAS COMPANY, INC.**, a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Youngsville, Louisiana Great Southern Oil & Gas Co., Inc.'s registered agent, Donna M. Gee, is located at 3250 Solitude Court, Kissimmee, FL 34746;
- e. **CHEVRON U.S.A. INC.**, 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 a successor in interest to **Gulf Oil Corporation** and **The California Company**;
- f. **CHEVRON PIPE LINE COMPANY**, a foreign corporation whose registered agent, The Prentice-Hall Corporation System, Inc., is located at 320 Somerulos St., Baton Rouge, LA 70802. Chevron Pipe Line Company is named as successor in interest to **Gulf Refining Company**;
- g. **LINDER OIL COMPANY, A PARTNERSHIP**, a domestic partnership, organized under the laws of Louisiana. Linder Oil Company's partners, Linder Energy Company and Louisiana General Oil Company, are domestic corporations, incorporated under the laws of Louisiana, and domiciled in Covington, Louisiana. Linder Energy Company's registered agent, Roger D. Linder, is located at 106 Park Place, Ste. 200, Covington, LA

70433. Louisiana General Oil Company's registered agent, G. Miles Biggs, Jr., is located at 106 Park Place, Suite 200, Covington, LA 70433;

- h. **STONE ENERGY CORPORATION**, a foreign corporation whose principal place of business is located in Lafayette, Louisiana. Stone Energy Corporation's registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808;
- i. **PCS PHOSPHATE COMPANY, INC.**, a foreign corporation whose registered agent, Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, is located at 211 E. 7th St., Ste. 620, Austin, TX 78701. PCS Phosphate Company, Inc. is named as successor in interest to **Texas Gulf Sulphur Company**;
- j. **THE STONE PETROLEUM CORPORATION**, a foreign corporation whose principal place of business is in Lafayette, Louisiana, and whose registered agent, The Corporation Trust Company, is located at Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801;
- k. **BEPCO, L.P.**, a foreign partnership whose registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. BEPCO, L.P. is named as successor in interest to **Bass Enterprises Production Company**;
- l. **EDWIN L. COX**, an individual of legal age of majority domiciled in Dallas, Texas, County of Dallas;
- m. **THE LOUISIANA LAND AND EXPLORATION COMPANY LLC**, 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**;
- n. **LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.**, a domestic company, organized under the laws of Louisiana, whose member, Gerald Boelte, is a citizen of 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**;

- o. FREEPORT-MCMORAN OIL & GAS LLC**, a foreign company whose registered agent, Corporation Service Company, is located at 320 Somerulos St., Baton Rouge, LA 70802. Freeport-McMoran Oil and Gas LLC is named as successor in interest to **McMoran Exploration Company**;
- p. RESOURCES INVESTMENT CORPORATION**, a domestic corporation, incorporated under the laws of Louisiana, and domiciled in Baton Rouge, Louisiana. Resources Investment Corp's registered agent, John D. Redmond, is located at 11165 Red Oaks, Baton Rouge, LA 70815;
- q. CHEVRON U.S.A. HOLDINGS INC.**, 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 Inc.**

4.

Made "Canal Defendants" are the following parties:

- a. OXY USA INC.**, a foreign limited liability company having a principal place of business at 5 Greenway Plaza, Suite 110, Houston TX, 77046; and a domicile at 1209 Orange Street, Wilmington, DE, 19801. Its registered agent for service in Louisiana is C T Corporation System, 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. Oxy USA Inc. is named individually and as a successor to **Jefferson Lake Sulphur Company**;
- b. GULF SOUTH PIPELINE COMPANY, LP**, a foreign limited partnership having a principal place of business in Texas; and
- c. HIGH POINT GAS TRANSMISSION, LLC**, a foreign limited liability company having a principal place of business in Colorado and domicile in Delaware. Its registered agent for service in Louisiana is National Registered Agents, Inc., 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808.

5.

Plaintiff's Property lies within and adjacent to an isolated hydrologic basin bounded on the north by Lake Hermitage, on the south by the Bayou Grande Cheniere ridge, on the east by the forced drainage system levee, and on the west by Bayou Grande Cheniere ridge. Anthropogenic alterations to natural surface features in and adjacent to the basin have detrimentally changed the processes and functions of this natural system. Oil and gas operations and pipeline and canal activities have imposed upon the landscape a lasting infrastructure of canals, spoil banks, pits, pipelines, and collecting and processing facilities, which resulted in saltwater intrusion, and altered hydrology. Furthermore, the dendritic nature of an extensive canal network, the commingling of oil and gas infrastructure, and the connectivity of oil and gas activities, pipeline activities, and other canal activities within and outside the basin have resulted in cumulative impacts to Plaintiff's Property. This alteration of hydrology and introduction of saltwater resulted in destruction of and other harmful impacts to natural habitats, and land loss on Plaintiff's Property.

#### VENUE

6.

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.

#### PLAQUEMINES PARISH'S FINDINGS IN THE PREVIOUSLY FILED LAWSUITS

7.

The Parish of Plaquemines ("Parish") has found violations by the Parish Defendants, named herein, as alleged by the Parish in *The Parish of Plaquemines v. Great Southern Oil & Gas Company, Inc. et. al.*, Docket 60-998, Division B (25<sup>th</sup> JDC) and *The Parish of Plaquemines v. Campbell Energy Corporation et al.*, Docket 61-001, Division B (25<sup>th</sup> JDC) ("Parish Suits", collectively).

Plaintiff's Property is located within, adjacent to and in the vicinity of the Lake Hermitage and Magnolia Oil & Gas Fields and the Operational Areas as defined in the above referenced suits and as depicted in the Parish Suit (their Exhibits E) attached hereto as **Exhibit**

**B-1** and **B-2**. “Operational Area” or “Operational Areas” as used herein throughout, only concern said areas on the West Bank of the Mississippi River as indicated in **Exhibits B-1** and **B-2**. The subparts “a” through “v”, below, include the findings made by the Parish of Plaquemines as alleged in the Parish Suits and which are alleged against the Parish Defendants herein:

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 [Lake Hermitage and Magnolia 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.” [emphasis added in Parish petitions for damages].

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.

**PLAINTIFF'S ALLEGATIONS AGAINST  
"PARISH DEFENDANTS"**

8.

Based upon the foregoing findings by the Parish of Plaquemines, particularly the Parish Defendants' activities in the Lake Hermitage and Magnolia Oil & Gas Fields, Plaintiff alleges, upon information and belief, that Parish Defendants' acts and/or omissions in the Operational Areas on and around Plaintiff's 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 Plaintiff's Property. Lists of Parish Defendants' wells in the Operational Areas are attached as **Exhibits C-1 and C-2**. A list of relevant Coastal Use Permits is attached as **Exhibit D**.

9.

Plaintiff did not have actual or constructive knowledge of the damages caused by the Parish Defendants until less than one year before the filing of the instant lawsuit.

**COUNT 1: NEGLIGENCE**

10.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

11.

Each of the Parish 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 on Plaintiff's 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 Parish Defendants' respective activities at issue in this action.

12.

Thus, in accordance with Louisiana Civil Code article 2315, each of the Parish Defendants is bound to redress the damages to Plaintiff's Property as caused by Parish Defendants' respective acts and/or omissions. The Plaintiff is 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.

13.

In addition, the Plaintiff is 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 Parish Defendants' acts and/or omissions.

## **COUNT 2: STRICT LIABILITY**

14.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

15.

Parish Defendants have, or have had, custody and garde of the oil and gas facilities, pits and canals at issue, as referenced in the attached exhibits.

16.

Those oil and gas facilities, pits, and canals introduced, and 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 Areas and on Plaintiff's Property.

17.

Parish Defendants knew or, in the exercise of reasonable care, should have known of the described defects in the oil and gas facilities, pits, and 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 Parish Defendants failed, and continue to fail, to exercise such reasonable care.

18.

Thus, in accordance with Louisiana Civil Code articles 2317 and 2317.1, Parish Defendants are strictly liable and bound to redress the damages to Plaintiff and Plaintiff's Property as caused by Parish Defendants' oil and gas facilities, pits, and canals. Plaintiff is 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.

19.

In addition, Plaintiff is 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 Parish Defendants' acts and/or omissions.

### **COUNT 3: PUBLIC NUISANCE**

20.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

21.

Parish 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 Areas and on Plaintiff's 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.

22.

That unreasonable interference has been, and continues to be, a proximate cause of particularized damage to Plaintiff's 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.

23.

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 Parish Defendants' activities at issue in this action.

24.

That unreasonable interference is continuing to produce effects.

25.

That unreasonable interference is known or knowable by Parish Defendants.

26.

Thus, Parish Defendants are bound to abate the nuisance and/or redress the damages to Plaintiff's Property. Plaintiff is 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, Plaintiff is 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 Parish Defendants' acts and/or omissions.

#### **COUNT 4: PRIVATE NUISANCE**

28.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

29.

Parish 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 Areas and on Plaintiff's Property, 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 Parish Defendants' activities at issue in this action.

30.

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.*

31.

Parish 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 Parish Defendants have failed and continue to fail to exercise such reasonable care.

32.

Thus, Parish Defendants are bound to abate the nuisance and/or redress the damages to Plaintiff's Property. Plaintiff is 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.

33.

In addition, Plaintiff is 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 Parish Defendants' acts and/or omissions.



### **COUNT 5: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY**

34.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

35.

The express and implied obligations and duties contained in the coastal use permits (“CUPs”) identified in the Exhibits hereto and governing Parish Defendants’ activities at issue in this action all require that Parish Defendants not impair the surrounding land and waterbodies located in the Coastal Zone including Plaintiff’s Property.

36.

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 owners of land located in the Coastal Zone including Plaintiff’s Property. Accordingly, those provisions afford Plaintiff third-party beneficiary status.

37.

Parish 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 Parish Defendants’ activities at issue in this action.

38.

Accordingly, Parish Defendants are in continuing breach of those obligations and duties such that Parish Defendants are bound to redress the damages caused by their breach and sustained by the Plaintiff. Plaintiff is 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.

39.

In addition, the Plaintiff is 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 Parish Defendants' acts and/or omissions.

**PLAINTIFF'S ALLEGATIONS AGAINST  
"CANAL DEFENDANTS"**

40.

The Canal Defendants' acts and/or omissions on and around Plaintiff's 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 Plaintiff's Property. Maps showing the Canal Defendants' activities are attached as **Exhibit E**.

41.

The canal dredged and maintained by Jefferson Lake Sulphur Company that originates from the Mississippi River levee, traverses Bayou Grande Cheniere, connects with the maze of oilfield canals in Lake Hermitage oilfield, and was dredged initially by Jefferson Lake Sulphur Company served as a conduit for saltwater intrusion causing altered hydrology on Plaintiff's Property. (See **Exhibit E**). Upon information and belief, Jefferson Lake Sulphur Company dredged this canal. This canal severed the protective barrier formed by Bayou Grande Cheniere ridge allowing tidal water exchange from the upper Barataria basin to intrude into the fresher interior marshes of the basin. The canal connects oilfield canals and natural waterways. Furthermore, the canal served as a conduit allowing waste waters generated in the Lake Hermitage oilfield to enter directly onto Plaintiff's property. This alteration of hydrology and introduction of saltwater and contaminants have resulted in impacts to natural habitats and land loss on Plaintiff's property.

42.

The canal dredged and maintained by Gulf South Pipeline Company, LP that originates from the Lake Hermitage oilfield west of Wilkinson Bayou, traverses Bayou Grande Cheniere, intersects with the maze of oilfield canals in the Magnolia oilfield, and terminates near the Mississippi River, served as a conduit for saltwater intrusion causing altered hydrology on Plaintiff's Property. (See **Exhibit E**). Upon information and belief, Gulf South Pipeline

Company, LP or its predecessor dredged this canal. This canal severed the protective barrier formed by Bayou Grande Cheniere ridge allowing tidal water exchange from the upper Barataria basin to intrude into the fresher interior marshes of the basin. The canal connects numerous oilfield canals and natural waterways. This alteration of hydrology and introduction of saltwater have resulted in impacts to natural habitats and land loss on Plaintiff's Property.

43.

The canal dredged and maintained by Southern Natural Gas Co. that originates from the Lake Washington oilfield, traverses Bayou Grande Cheniere, intersects with the maze of oilfield canals in the Magnolia oilfield, and terminates near the Mississippi River, served as a conduit for saltwater intrusion causing altered hydrology on Plaintiff's Property. (See **Exhibit E**). Upon information and belief, Southern Natural Gas Co. or its predecessor dredged this canal. This canal severed the protective barrier formed by Bayou Grande Cheniere ridge allowing tidal water exchange from the lower Barataria basin to intrude into the fresher interior marshes of the basin. The canal connects numerous oilfield canals and natural waterways. This alteration of hydrology and introduction of saltwater have resulted in impacts to natural habitats and land loss on Plaintiff's Property.

44.

Plaintiff did not have actual or constructive knowledge of the damages, the causes and the activities of the Canal Defendants until less than one year before the filing of the instant lawsuit.

#### **COUNT 1: NEGLIGENCE**

45.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

46.

Each of the Canal Defendants' past and continuing acts and/or omissions as outlined above have caused, and will continue to cause, extensive damage to Plaintiff's Property in violation of the standard of care as prescribed in the Coastal Zone Management regulatory framework outlined above. The Canal Defendants' duty is owed directly to Plaintiff.

47.

Thus, in accordance with Louisiana Civil Code article 2315, each of the Canal Defendants is bound to redress the damages to Plaintiff's Property as caused by Canal Defendants' respective acts and/or omissions. The Plaintiff is 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 Plaintiff is 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 Canal Defendants' acts and/or omissions.

## **COUNT 2: STRICT LIABILITY**

49.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

50.

Canal Defendants have, or have had, custody and garde of the canals at issue as referenced in **Exhibit E**.

51.

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 on Plaintiff's Property.

52.

Canal 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 Canal Defendants failed, and continue to fail, to exercise such reasonable care.

53.

Thus, in accordance with Louisiana Civil Code articles 2317 and 2317.1, Canal Defendants are strictly liable and bound to redress the damages to Plaintiff and Plaintiff's Property as caused by Canal Defendants' canals. Plaintiff is 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.

54.

In addition, Plaintiff is 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 Canal Defendants' acts and/or omissions.

### **COUNT 3: PUBLIC NUISANCE**

55.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

56.

Canal 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 on Plaintiff's 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.

57.

That unreasonable interference has been, and continues to be, a proximate cause of particularized damage to Plaintiff's 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.

58.

That unreasonable interference is in violation of the standard of care as prescribed in the regulatory framework outlined above.

59.

That unreasonable interference is continuing to produce effects.

60.

That unreasonable interference is known or knowable by Canal Defendants.

61.

Thus, Canal Defendants are bound to abate the nuisance and/or redress the damages to Plaintiff's Property. Plaintiff is 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.

62.

In addition, Plaintiff is 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 Canal Defendants' acts and/or omissions.

#### **COUNT 4: PRIVATE NUISANCE**

63.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

64.

Canal 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 on Plaintiff's Property, all in violation of the standard of care as prescribed in the regulatory framework outlined above.

65.

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.*

66.

Canal 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 Canal Defendants have failed and continue to fail to exercise such reasonable care.

67.

Thus, Canal Defendants are bound to abate the nuisance and/or redress the damages to Plaintiff's Property. Plaintiff is 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.

68.

In addition, Plaintiff is 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 Canal Defendants' acts and/or omissions.

#### **COUNT 5: BREACH OF CONTRACT – THIRD PARTY BENEFICIARY**

69.

Plaintiff incorporates by reference all previous allegations in the preceding paragraphs as if fully set forth herein.

70.

The express and implied obligations and duties contained in the permits governing Canal Defendants' activities at issue in this action all require that Canal Defendants not impair the surrounding land and waterbodies located in the Coastal Zone including Plaintiff's Property

71.

Those provisions and the regulatory framework pursuant to which those permits and/or other related documents are subject all manifest an intent to confer a direct and certain benefit to Plaintiff. Accordingly, those provisions afford Plaintiff third-party beneficiary status.

72.

Canal Defendants' acts and/or omissions outlined above constitute a direct violation of the express and implied obligations and duties contained in the permits governing Canal Defendants' activities at issue in this action.

73.

Accordingly, Canal Defendants are in continuing breach of those obligations and duties such that Canal Defendants are bound to redress the damages caused by their breach and sustained by the Plaintiff. Plaintiff is 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.

74.

In addition, the Plaintiff is 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 Canal Defendants' acts and/or omissions.

#### **CUMULATIVE IMPACT AND REMEDY**

75.

The Parish Defendants' and Canal Defendants' operations have caused cumulative and collective impacts to Plaintiff's Property. These cumulative and collective impacts resulted in common injury to Plaintiff's Property including the altered hydrology, saltwater intrusion, loss of vegetation and resulting land loss. The required remedies for the damages alleged herein are the result of all of the cumulative defendants' actions.



76.


All of the defendants named herein are jointly and solidarily liable for the damage to Plaintiff's Property.

**PRAYER**

WHEREFORE, Plaintiff prays that, after due proceedings be had, there be judgment rendered in their favor and against all Defendants named herein finding that all Defendants are liable and indebted to Plaintiff, 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,



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Eberhard D. Garrison (#22058)  
Kevin E. Huddell (#26930)  
Emma Elizabeth Antin Daschbach (#27358)  
Bernard E. Boudreaux, Jr. (#02019)  
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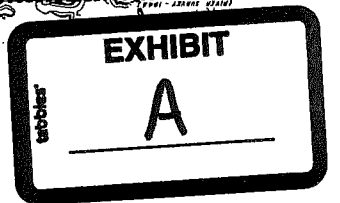
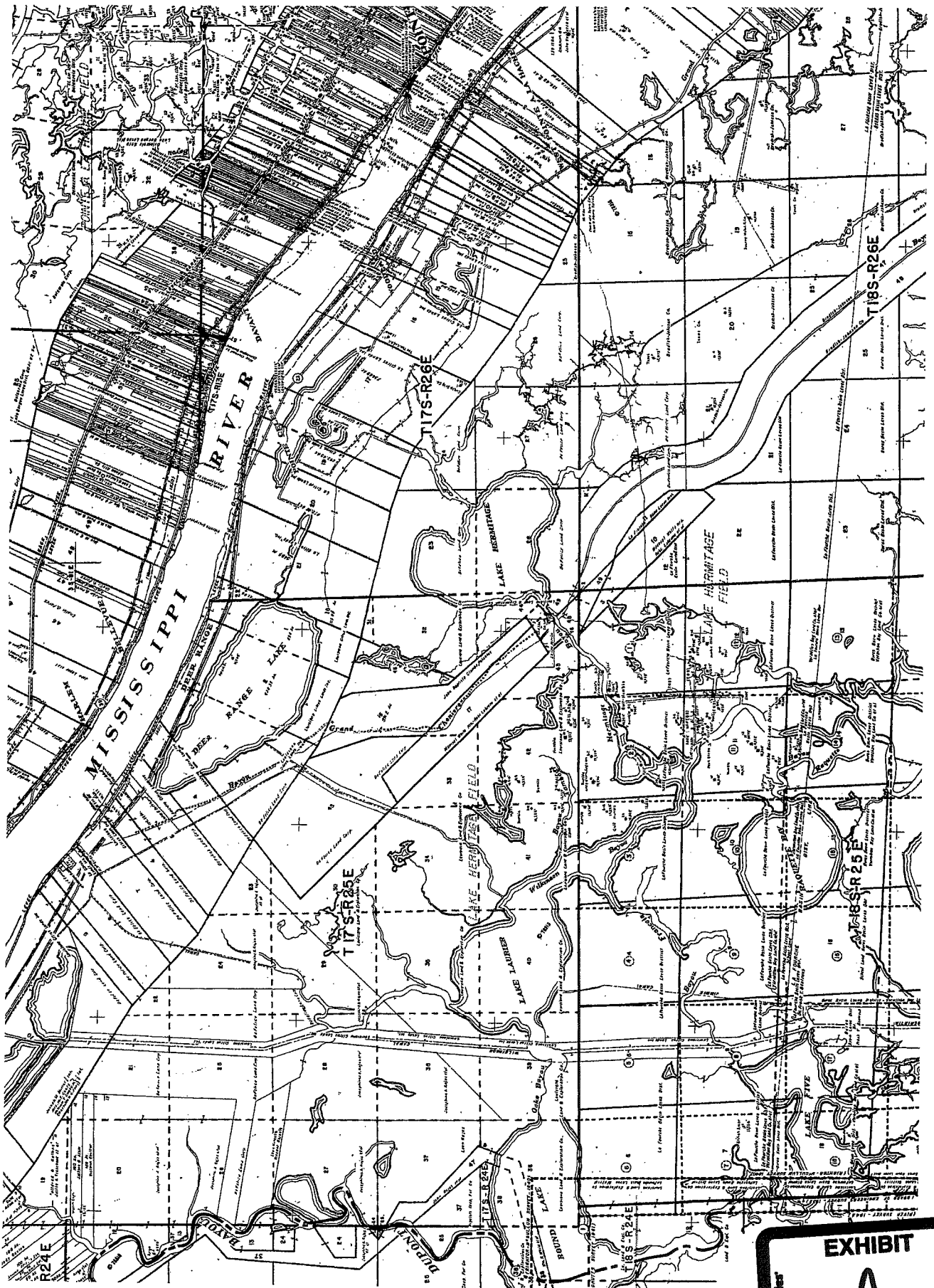
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*Counsel for Plaintiff*

**PLEASE HOLD SERVICE**



**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**

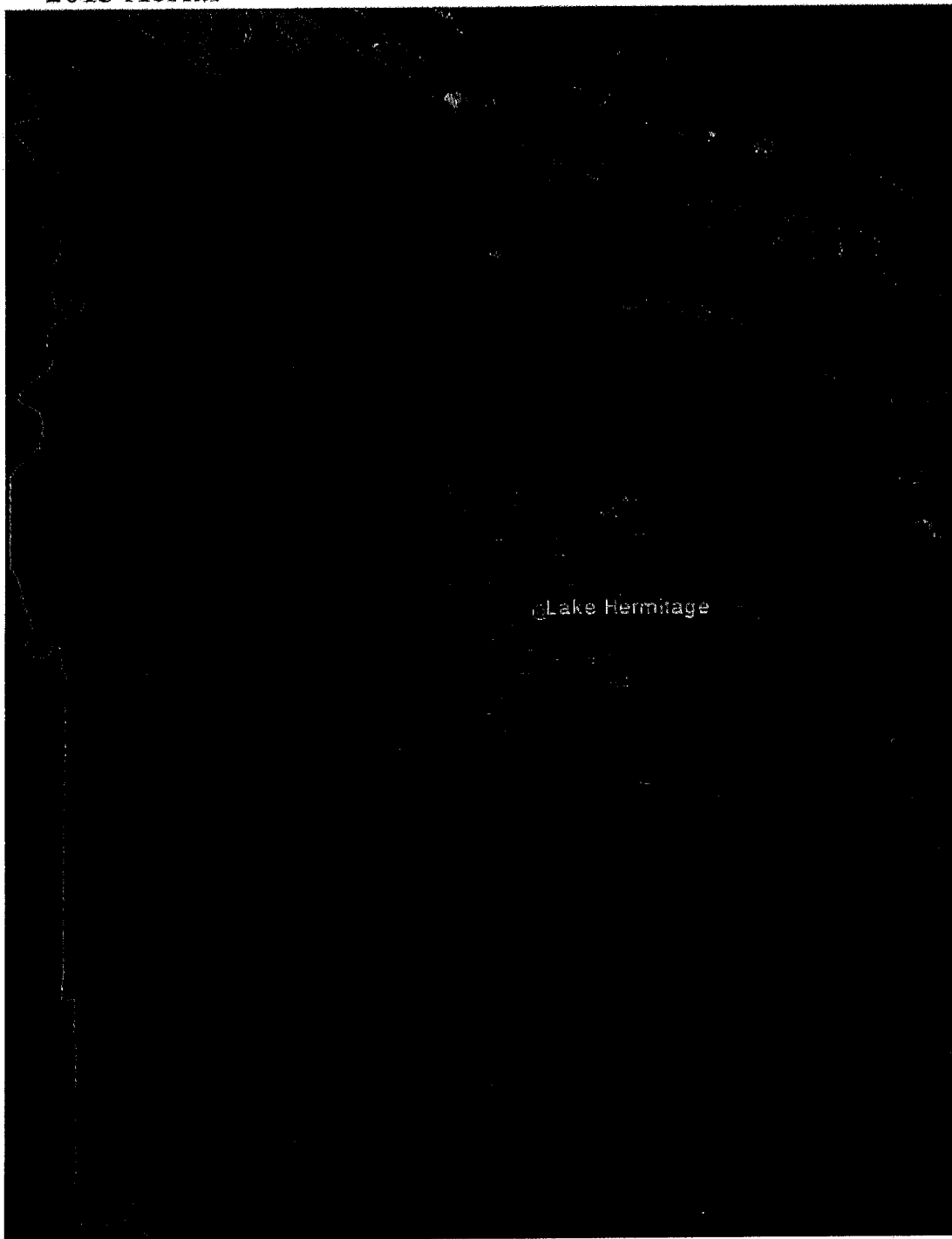


EXHIBIT E

Map of Oil & Gas Wells within the Operational Area

Orange triangles indicate the surface locations of Oil & Gas Wells. *Source: LDNR*

**2013 Aerial**



**EXHIBIT C-1**

**List of Relevant Oil and Gas Wells Operated by Defendants and their Predecessors**  
**(by LDNR Well Serial Number) (Lake Hermitage Field)**

**CONOCO INC.**

211386

**EXXON CORPORATION**

17609	57000	98730
24462	57258	99931
29438	57745	112627
31219	63797	114256
32958	65458	117430
40038	65647	143777
40592	67229	177571
44173	68481	209350
44884	70305	209351
51573	70797	210460
53387	71475	212459
55706	72714	214370
56095	73049	214375
56319	91389	

**FREEPORT SULPHUR CO.**

131953

**GREAT SOUTHERN OIL & GAS CO INC**

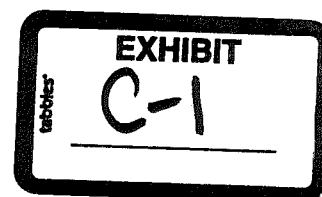
178179	180284	181095
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**GULF OIL CORP.**

18365	33720	22458
37591		

**GULF REFG CO**

16614	21353	39165
16958	21963	42354
18751	23459	43844
19242	26009	19901



27188

**HUMBLE OIL AND REFINING CO.**

16958	57744	64601
17932	59000	68007
52388	59774	72129
54002	60276	86142
56178	60344	112522
56320	61588	118173
56921	62733	

**LINDER OIL CO. A PARTNERSHIP**

219473

**STONE ENERGY CORPORATION**

24462	209350	219035
63797	209351	219366
65647	216817	219425
70797	216898	223640
91389	217132	223957
177571	217397	178179
217629	224130	180284
217709	230131	181095
217944	185783	218423

**TEXAS GULF SULPHUR CO.**

15795	16352	137103
15860	16376	137104
15976	16419	137105
16089	16444	137106
16212	16467	137107
16336	16539	137108

**THE CALIFORNIA COMPANY**

109503

**THE STONE PETROLEUM CORP.**

24462	181095	217629
63797	185783	217709
65647	209350	217944

70797	209351	218423
91389	216817	219035
177571	216898	219366
178179	217132	219425
180284	217397	



**EXHIBIT C-2**

**List of Relevant Oil and Gas Wells Operated by Defendants and their Predecessors**  
**(by LDNR Well Serial Number) (Magnolia Field)**

**BASS ENTERPRISESPRODUCTION CO**

210912

**EDWIN L. COX**

11228	119949	115660
118700	124764	117197
118983	129555	117245
119056	129856	129858
159453	154069	149466
	154070	

**GULF OIL CORP.**

81787	111301	110588
	158719	

**LA. LAND & EXPL. CO.**

198729

**LLOG EXPL. CO.**

217819	217782	218972
--------	--------	--------

**MCMORAN EXPLORATION COMPANY**

130791	125415	136572
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**RESOURCES INVESTMENT CORP**

178943

**TEXACO, INC.**

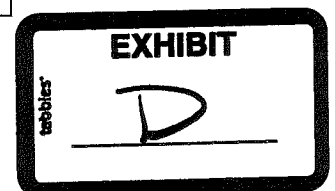
32946	43215	46022
41817	44841	

**THE CALIFORNIA COMPANY**

104914	106022	107210
101507	106654	

**EXHIBIT D**  
Coastal Use Permits

CUP No.		PERMITTEE
1	P19810119	EXXON
2	P19810371	EXXON
3	P19821077	EXXON
4	P19840387	EXXON
5	P19850663	EXXON
6	P19880683	EXXON
7	P19880684	EXXON
8	P19880685	EXXON
9	P19880738	EXXON
10	P19880888	EXXON
11	P19880889	EXXON
12	P19880934	EXXON
13	P19881201	EXXON
14	P19890022	EXXON
15	P19890118	EXXON
16	P19890292	EXXON
17	P19890526	EXXON
18	P19890527	EXXON



**EXHIBIT D**  
Coastal Use Permits

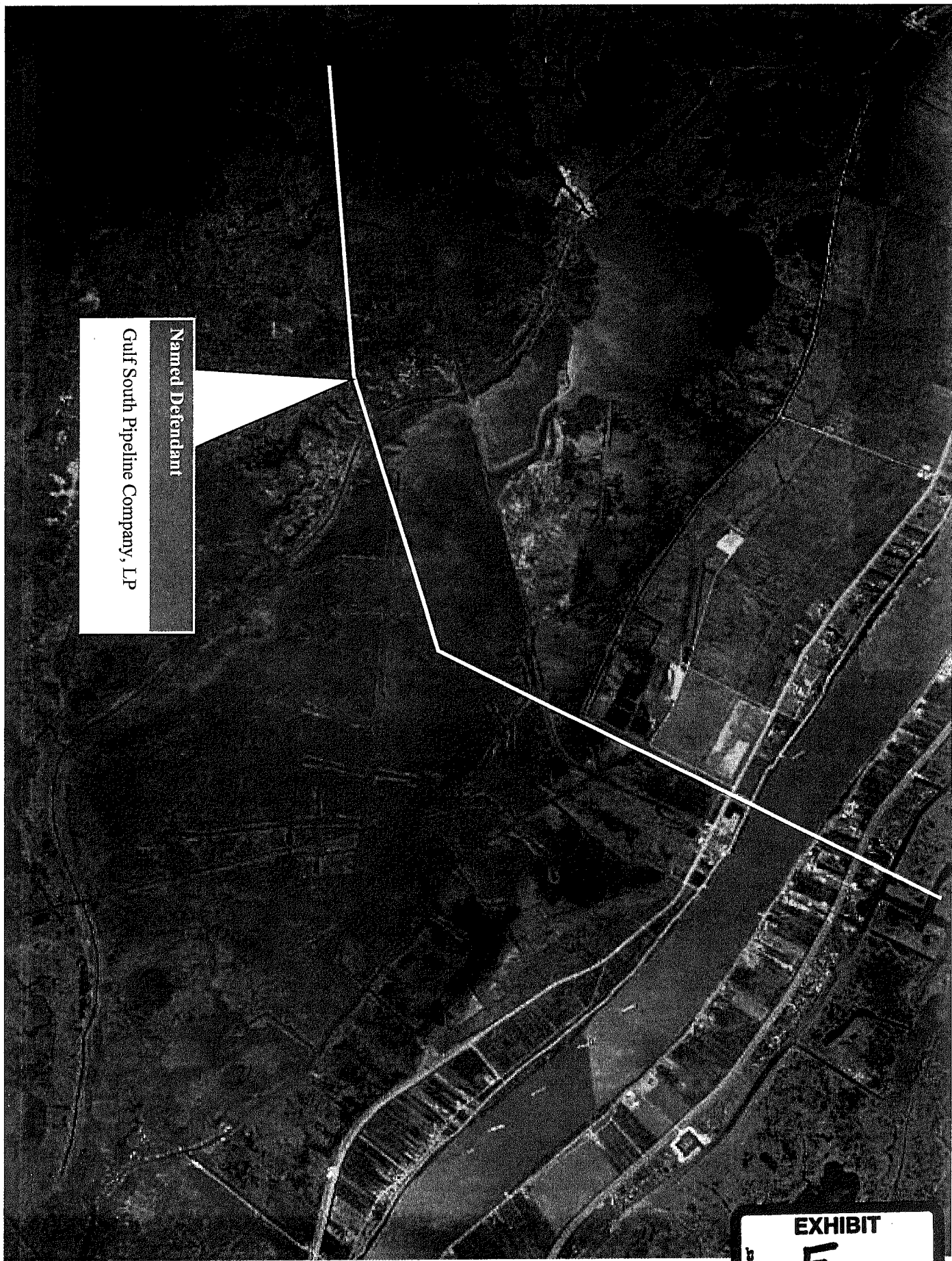
CUP No.		PERMITTEE
19	P19890886	EXXON
20	P19891045	EXXON
21	P19891122	EXXON
22	P19900089	EXXON
23	P19900393	EXXON
24	P19901059	EXXON
25	P19911033	EXXON
26	P19911035	EXXON
27	P20020534	EXXONMOBIL PRODUCTION COMPANY
28	P20031028	EXXONMOBIL PRODUCTION COMPANY
29	P19811092	Great Southern Oil Gas
30	P19820630	Great Southern Oil Gas
31	P19830058	Great Southern Oil Gas
32	P19961582	LINDER OIL COMPANY
33	P19880336	LL&E
34	P19970196	Stone Energy Corp
35	P19970197	Stone Energy Corp
36	P19970440	Stone Energy Corp
37	P19981192	Stone Energy Corp

**EXHIBIT D**  
Coastal Use Permits

<b>CUP No.</b>		<b>PERMITTEE</b>
38	P19981341	Stone Energy Corp
39	P19990747	Stone Energy Corp
40	P19991081	Stone Energy Corp
41	P19991387	Stone Energy Corp
42	P20000195	Stone Energy Corp
43	P20000464	Stone Energy Corp
44	P20000527	Stone Energy Corp
45	P20000722	Stone Energy Corp
46	P20000723	Stone Energy Corp
47	P20000790	Stone Energy Corp
48	P20000791	Stone Energy Corp
49	P20000918	Stone Energy Corp
50	P20001030	Stone Energy Corp
51	P20001047	Stone Energy Corp
52	P20001154	Stone Energy Corp
53	P20011064	Stone Energy Corp
54	P20020469	Stone Energy Corp
55	P20020475	Stone Energy Corp
56	P20020508	Stone Energy Corp

**EXHIBIT D**  
Coastal Use Permits

CUP No.		PERMITTEE
57	P20020521	Stone Energy Corp
58	P20020640	Stone Energy Corp
59	P20040831	Stone Energy Corp
60	P20040853	Stone Energy Corp
61	P20040871	Stone Energy Corp
62	P20040928	Stone Energy Corp
63	P20041418	Stone Energy Corp
64	P20041425	Stone Energy Corp
65	P20041459	Stone Energy Corp
66	P19940617	Stone Petroleum Corp
67	P19941390	Stone Petroleum Corp
68	P19950071	Stone Petroleum Corp
69	P19950988	Stone Petroleum Corp
70	P19961002	Stone Petroleum Corp
71	P19940363	TEXACO EXPLORATION & PRODUCTION, INC.
72	P19820967	United Gas



Named Defendant

Gulf South Pipeline Company, LP

EXHIBIT

E

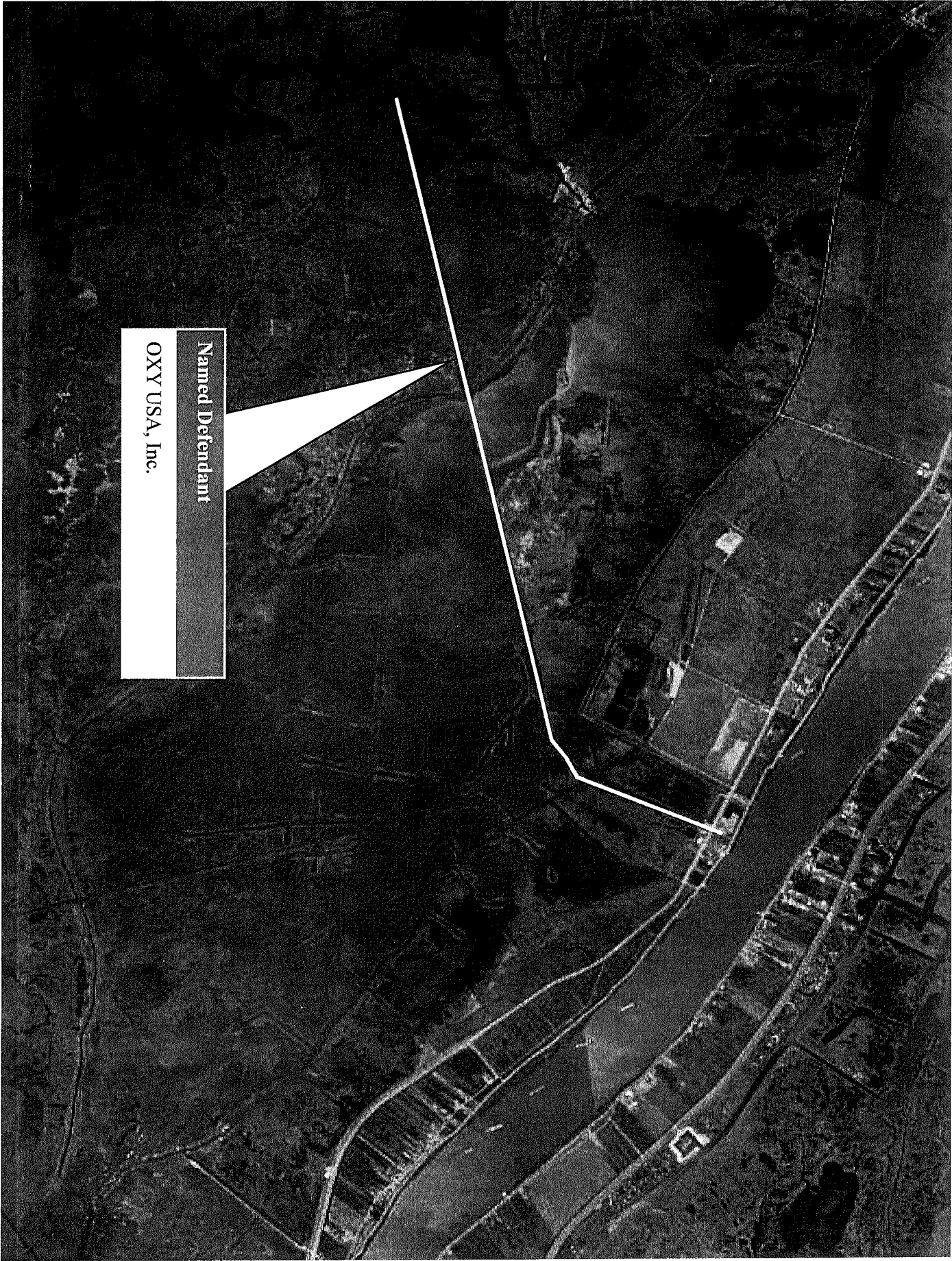
tabbles



Named Defendant

High Point Gas Transmission, LLC



An aerial photograph of a landscape, possibly a river valley or a coastal area. A white line is drawn across the image, starting from the top left, extending diagonally down to the right, and then turning left to follow a path or boundary. A white callout box with a pointer is located on the left side of the image, pointing to a specific area within the white boundary. The callout box contains the text "Named Defendant" and "OXY USA, Inc." in a serif font. The landscape below shows various features including fields, roads, and some buildings.

Named Defendant  
OXY USA, Inc.