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NEW CIVIL SUIT FILING CERTIFICATION

STATE OF LOUISIANA
PARISH OF ST. MARTIN

TO:
MR. KEVIN E. HUDDALL
ATTORNEY AT LAW
601 POYDRAS ST., STE. 2655
NEW ORLEANS, LA 70130

THIS CERTIFIES THAT ON THE 6TH DAY OF APRIL 2015, THE BELOW ENTITLED
CASE HAS BEEN FILED FOR RECORD IN THIS OFFICE.

HAROLD J. GUIDRY, NATALIE G. GUIDRY, SHEREE BLANCHARD, AND
ROBERT J. CAMPBELL, II

VS. # 82537

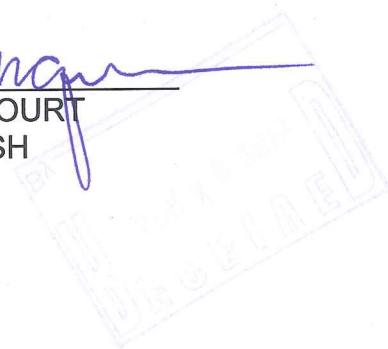
BP AMERICA PRODUCTION COMPANY, GREAT SOUTHERN OIL & GAS CO.,
INC., AND VERNON E. FAULCONER, INC.

DIVISION G

CURTIS SIGUR
JUDGE



DEPUTY CLERK OF COURT
ST. MARTIN PARISH



FAX FILED

ON: 3-31-15

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

STATE OF LOUISIANA

DOCKET NO. 82537

DIVISION "G"

HAROLD J. GUIDRY, NATALIE G. GUIDRY,
SHEREE BLANCHARD, and ROBERT J. CAMPBELL, III

VERSUS

BP AMERICA PRODUCTION COMPANY, GREAT SOUTHERN OIL & GAS CO.,
INC., and VERNON E. FAULCONER, INC.

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Harold J. Guidry, Natalie G. Guidry, Sheree Blanchard, and Robert J. Campbell, III, in the above entitled action, who file this Petition for Damages against Defendants herein, and in support thereof, respectfully represent the following:

1.

This suit is to require the defendant oil companies to clean up contamination on the Plaintiffs' property which formerly belonged to the plaintiffs' ancestor, Edmond Bergeron. The Bergeron family land has been contaminated by the Defendants' oil and gas operations.

2.

Plaintiff, Harold J. Guidry, is a person of the full age of majority and is a citizen and resident of St. Martin Parish, Louisiana.

3.

Plaintiff, Natalie G. Guidry, is a person of the full age of majority and is a citizen and resident of St. Martin Parish, Louisiana.

4.

Plaintiff, Sheree Blanchard, is a person of the full age of majority and is a citizen and resident of St. Martin Parish, Louisiana.

5.

Plaintiff, Robert J. Campbell, III, is a person of the full age of majority and is a citizen and resident of St. Martin Parish, Louisiana.

6.

Plaintiffs are the heirs of Edmond Bergeron. Each of the Plaintiffs inherited the property subject to this lawsuit from Edmond Bergeron and/or the heirs of Edmond Bergeron. Plaintiffs' family land has been owned by the family since at least 1936, when the property was first placed under a mineral lease, with Edmond Bergeron as the lessor and Stanolind Oil and Gas Company as the lessee. All property at issue in this suit was transferred by inheritance, dating back to the ownership by Edmond Bergeron at the time of the initial oil and gas leasing and operations. Specifically, Plaintiffs obtained their ownership interests by way of various acts of inheritance dating back to Edmond Bergeron and now, as a result, own the following property located in St. Martin Parish in the Anse La Butte Oil and Gas Field ("Plaintiffs' Property"):

1. That certain tract of land situated in the Fourth Ward of St. Martin Parish, Louisiana, on the West side of the Bayou Teche, in Township 9 South Range 5 East, and listed as Parcel Number 0790001637 in the Tax Roll Records in the Assessor's Office in St. Martin Parish, Louisiana.
2. That certain tract of land situated in the Fourth Ward of St. Martin Parish, Louisiana, on the West side of the Bayou Teche, in Township 9 South Range 5 East, and listed as Parcel Number 0790001638 in the Tax Roll Records in the Assessor's Office in St. Martin Parish, Louisiana.
3. That certain tract of land situated in the Fourth Ward of St. Martin Parish, Louisiana, on the West side of the Bayou Teche, in Township 9 South Range 5 East, and listed as Parcel Number 0790002139 in the Tax Roll Records in the Assessor's Office in St. Martin Parish, Louisiana.
4. That certain tract of land situated in the Fourth Ward of St. Martin Parish, Louisiana, on the West side of the Bayou Teche, in Township 9 South Range 5 East, and listed as Parcel Number 0790002140 in the Tax Roll Records in the Assessor's Office in St. Martin Parish, Louisiana.

7.

The Plaintiffs appear in this matter as:

1. Lessors, assigns, successors-in-interest, and/or third party beneficiaries to certain oil, gas and mineral leases between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendants (and Defendants' predecessors-in-interest);
2. Grantors, successors-in-interest, and third party beneficiaries of certain right-of-way agreements between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendants (and Defendants' predecessors-in-interest);
3. Landowners, assignees, and successors-in-interest of real property contaminated and damaged by the oil and gas activities conducted or controlled by the Defendants (and Defendants' predecessors-in-interest) pursuant to mineral leases and amendments; and
4. The parties with the right of action and cause of action in this matter.

8.

Made defendants are the following parties:

1. **BP AMERICA PRODUCTION COMPANY** is a foreign corporation having its principal place of business in Texas. BP American Production Company's registered agent, CT Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808. BP America Production Company is named as successor in interest to **Amoco Production Company, Pan American Petroleum Corporation, and Stanolind Oil and Gas Company;**
2. **GREAT SOUTHERN OIL & GAS CO., INC.** is 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 105 Fountain View Drive, Youngsville, LA 70592;
3. **VERNON E. FAULCONER, INC.** is a foreign corporation having its principal place of business in Texas. Vernon E. Faulconer, Inc.'s registered agent, C T Corporation System, is located at 5615 Corporate Blvd., Ste. 400B, Baton Rouge, LA 70808.

9.

Venue is proper in this court pursuant to Louisiana Code of Civil Procedure article 74, because the wrongful conduct occurred, and the damages were sustained in St. Martin Parish.

10.

Defendants have conducted, directed, and participated in oil and gas exploration and production activities as lessees, operators, and assignees in the Anse La Butte Oil and Gas Field and on Plaintiffs' Property. Defendants' activities include the construction and operation of oil and gas facilities, including, but not limited to, wells, pits, sumps, pipelines, flowlines, tank batteries, heater treaters, wellheads, and measuring facilities.

11.

Defendants conducted their oil and gas operations on the Plaintiffs' Property pursuant to an Oil, Gas and Mineral Lease dated April 8, 1936 and amendments thereto ("the 1936 Lease").

12.

Plaintiffs are lessors, successors-in-interest, assignees, and/or beneficiaries of the obligations owed by the Defendants under the 1936 Lease with respect to damage caused by the Defendants to the Plaintiffs' Property in the course of Defendants' oil and gas operations.

13.

None of the Defendants have executed and delivered a release of the 1936 Lease to the Plaintiffs or their predecessors in interest.

14.

According to the records of the Louisiana Department of Natural Resources, Office of Conservation, beginning in 1940 and through July 1996, the Defendants operated and controlled wells located on Plaintiffs' Property ("Defendants' Wells"). Defendants' Wells are listed in Exhibit A (attached). The Exhibit A List of Defendants' Wells includes well serial number, well name, drill permit date, and a list of each well's historical operators.

15.

Defendants' Wells were not operated in isolation. Rather, the Defendants' Wells formed part of field-wide extraction and production operations that injected drilling fluids and collected minerals and waste and transported the minerals and waste from the wells through and to the

other components of the extraction and production system. The extraction and production system encompasses the interconnected system of wells, pits, sumps, pipelines, flowlines, tank batteries, heater treaters, wellheads, and measuring facilities, throughout the Anse La Butte Oil & Gas Field. The Defendants' extraction and production system extended throughout the Plaintiffs' Property and across neighboring property ("Defendants' Oilfield Facilities").

16.

Electromagnetic testing performed on Plaintiffs' Property in February 2015 revealed excessive salt contamination in the area of the Defendants' former operations. *See* Exhibit B (February 2015 Study of Plaintiffs' Property). Subsequent testing results from March 2015 reveal that there are high levels of salt and petroleum hydrocarbon in the soil that exceed regulatory standards.

17.

Defendants' oil and gas operations damaged Plaintiffs' Property by spilling and disposing of toxic and hazardous oilfield content and wastes on, in, and adjacent to Plaintiffs' Property. This spillage and disposal, which has not been removed, occurred without Plaintiffs' consent.

18.

Defendants have failed to remediate and restore Plaintiffs' Property of the contamination caused by Defendants' operations.

19.

Defendants operated in the oilfield by acts and omissions which caused damage that was not permitted by law or permit.

20.

Defendants' acts and omissions include, but are not limited to:

1. Defective, improper, and inadequate handling and transport of oilfield production content and waste;
2. Maintaining defective, improper, and inadequate storage of oilfield production content and waste;
3. Conducting defective and improper disposal of oilfield waste at the site;

4. Causing and allowing leaks and discharges from Defendants' Oilfield Facilities to contaminate Plaintiffs' Property.
5. Causing and allowing Defendants' Oilfield Facilities to spill, leak, and discharge content and waste into the environment;
6. Failure to handle, store, and dispose of oilfield production content and waste in a reasonable and prudent manner;
7. Failure to follow the standard of care under the regulatory structure;
8. Failure to follow express and implied obligations under applicable state permits;
9. Failure to use available and reasonably prudent operational techniques;
10. Failure to prevent unreasonable alterations to the surrounding land;
11. Failure to use reasonably prudent waste disposal techniques;
12. Failure to use reasonably feasible alternative methods.
13. Failure to use injection wells instead of pits, failure to design and operate pits so as to prevent discharges, and failure to design and operate flowlines so as to prevent discharges;
14. Failure to adequately monitor, measure, and test Defendants' Oilfield Facilities to ensure facilities were operating properly; and
15. Other acts and omissions of negligence and gross negligence which may be discovered prior to trial in this matter.

Defendants' operations could have been conducted in a way that did not damage the Plaintiffs' Property if Defendants' had used reasonably prudent alternatives.

21.

Defendants operated oilfield pits on or near the Plaintiffs' Property as part of their operations in this oil and gas field.

22.

The contamination of Plaintiffs' Property has resulted in large part from the Defendants' use of several pits on or near Plaintiffs' Property that have not been closed in accordance with state regulations. Contamination emanating from unclosed pits is recognized as a continuing tort under Louisiana law.

23.

Defendants have known that the disposal of oilfield wastes in unlined earthen pits can result in seepage, which contaminates both surface and subsurface soils and groundwater. Plaintiffs have suffered damages resulting from the improper disposal of oilfield wastes in unlined earthen pits that were constructed by the Defendants on or near Plaintiffs' Property during the course of Defendants' 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.

24.

NORM contains Radium₂₂₆ and Radium₂₂₈, which are hazardous and toxic substances. NORM concentrates in oilfield equipment as a result of production activities and its presence on the surface can cause serious health related problems.

25.

Produced water typically contains: high levels of dissolved salts, with salinities ranging from 20 to 193 parts per thousand (ppt); elevated concentrations of trace metals; up to 25 parts per million (ppm) petroleum hydrocarbons; high concentrations of Radium₂₂₆; volatile hydrocarbon compounds, including benzene, toluene, xylene and ethyl benzene; Polynuclear Aromatic Hydrocarbons, including naphthalene, fluorene and phenanthrene; toxic heavy metals, including chromium, lead, mercury, arsenic, barium and zinc; Radium₂₂₆ and Radium₂₂₈; and

various hydrocarbon compounds; Some of these substances, such as benzene and Radium²²⁶, have long been identified as human carcinogens.

26.

Defendants used drilling fluids in the course of Defendants' oilfield operations. Drilling fluids typically contain toxic and hazardous chemicals and fluids with metals such as chromium, barium, and arsenic, as well as other additives. Drilling fluids are harmful to the environment and human health when spilled into the environment.

27.

Defendants' failure to timely remove or remediate the contamination on Plaintiffs' Property has caused the contamination to migrate and spread, thereby causing increased and new damage, including but not limited to, contaminated soil and groundwater, and damage to vegetation. The continuous and ongoing migration of oilfield waste and the continuing presence of other wastes is causing new and ever increasing damage to Plaintiffs' Property, and such damage will continue until such time as these wastes are removed and remediated.

28.

Defendants knew for years that they were disposing, storing, discharging, and otherwise releasing toxic oilfield content and waste onto and into the ground and groundwater on and near Plaintiffs' Property. At no time did the Defendants issue any warning to Plaintiffs that their disposal and discharge activities were hazardous to Plaintiffs' Property. Defendants knew and failed to disclose to Plaintiffs that these wastes would neither degrade nor break down in the environment in the foreseeable future.

29.

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

30.

The areas of Plaintiffs' Property that are contaminated by the Defendants' oil and gas operations, is no longer being used for any oil or gas purposes. It is reasonable to remediate and restore the land and currently unused oilfield areas now to their original condition. Remediation and restoration would not interfere with, or have any effect on, any ongoing mineral operations.

The failure to remediate and restore these areas will lead to the increasing spread of contaminants and destruction of vegetation. As operator of these areas on the property, the Defendants are obligated to perform these remediation and restoration obligations, yet have failed to do so.

31.

Defendants' acts and omissions included violations of their own company policies and industry practice and custom, and did not comply with the standards of care required of oilfield operators and by regulation. Defendants concealed from state regulators that Defendants had contaminated the Plaintiffs' Property. Defendants knew or should have known that their acts and omissions would contaminate the area thereby causing vegetation die-off and other property damage. Defendants had a duty to protect the Plaintiffs and Plaintiffs' Property from these effects. In addition, when Defendants' learned their operations caused contamination of Plaintiffs' Property, Defendants had a duty to inform the Plaintiffs and return to remediate the contamination. Defendants' violation of these duties proximately caused the damages described herein: lost current and future economic value of activities that depend on such the land, stigma damages, and other damages to Plaintiffs' Property.

32.

Each of the Defendants' past and continuing acts and omissions as outlined above has caused, and will continue to cause, damage to Plaintiffs' Property, in violation of the standard of care as prescribed by the standards imposed by Louisiana laws and regulations, all governing Defendants' respective activities at issue in this matter.

33.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, each of the Defendants is bound to redress the damages to Plaintiffs' Property as caused by Defendants' respective acts and omissions. The Plaintiffs are also entitled to injunctive relief in the form of remediation and restoration, including undertaking all manner of remediation and restoration activities determined to be appropriate.

34.

At all times pertinent hereto, Defendants had actual physical possession or control of the toxic and hazardous substances described above. Defendants' actions from 1984 through 1996 in knowingly disposing of toxic and hazardous substances onto Plaintiffs' Property, in failing to clean up said substances and stop its further migration, in allowing the migration of these substances to offsite properties, and in failing to properly maintain its facilities where these toxic and hazardous substances were transported, handled, stored and disposed of, each constitute "wanton or reckless disregard for public safety in the storage, handling or transportation of hazardous or toxic substances." Defendants are therefore liable to the Plaintiffs for punitive and exemplary damages pursuant to Louisiana Civil Code article 2315.3 for all such acts and omissions that occurred during the applicable time period of said statute.

35.

Defendants have had ownership, care, custody, and *garde* of Defendants' Oilfield Facilities on Plaintiffs' Property and nearby property, and sufficient control over Defendants' Oilfield Facilities to constitute custody and *garde*. Defendants had the right of supervision, direction, and control, as well as the right to benefit from control of Defendants' Oilfield Facilities. Defendants had, and have, a legal relationship to the property, comprising rights and duties.

36.

Ruin, vices, and defects in Defendants' Oilfield Facilities occasioned and caused damage to Plaintiffs' Property. Defendants knew, or should have known through the exercise of reasonable care, of this ruin, vices, and defects. The damage cause could have been prevented by the exercise of reasonable care, but the Defendants did not exercise such reasonable care.

37.

Louisiana Civil Code article 667 establishes strict liability for certain damage. Prior to the 1996 amendment, "[a]lthough a proprietor may do with his estate whatever he pleases, still he can not make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Defendants are liable to Plaintiffs because Defendants' acts and omissions constitute "work" under article 667, and this work has deprived

the Plaintiffs of the liberty of enjoying Plaintiffs' Property, and such work has caused damage to Plaintiffs' Property. Defendants are strictly liable for their operations that occurred prior to April 16, 1996 for the damages caused by Defendants' storage, discharge, and disposal of toxic and hazardous oilfield content and waste on or adjacent to Plaintiffs' Property.

38.

Louisiana Civil Code article 2322 establishes strict liability for certain damage. Prior to the 1996 amendment, "[t]he owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice in its original construction." Defendants are liable to Plaintiffs under article 2322. Defendants' Oilfield Facilities, including the network and physical elements of oil and gas exploration, production and transportation facilities, equipment, wells, pits, waste facilities, and other related structures constituted their "buildings." The Defendants' neglect to repair these buildings, and vices and defects in their original construction, caused ruin in the form of vegetation die-off, and contamination of land and groundwater. This deprived the Plaintiffs of enjoyment of their land and caused property damage to Plaintiffs' Property.

39.

Thus, in accordance with pre-1996 Louisiana Civil Code articles 667, 2317, 2317.1, and 2322, and other laws, Defendants are strictly liable and bound to redress the damages to Plaintiffs and Plaintiffs' Property caused by Defendants' Oilfield Facilities. Plaintiffs are entitled to injunctive relief in the form of remediation, restoration, and compensatory damages.

40.

Defendants failed to use reasonably prudent operational techniques, failed to prevent unreasonable alterations to the surrounding land and groundwater, failed to use reasonably prudent waste disposal techniques, and failed to use reasonably feasible alternative methods to fulfill their purpose without damaging Plaintiffs' Property. Defendants' acts and omissions created a hazardous condition affecting the Plaintiffs. Defendants could reasonably foresee that damage would ensue on Plaintiffs' Property as a result of their acts and omissions and their decisions not to mitigate the effects of their operations. The harm, inconvenience, and damage

materially interfere with the Plaintiffs' rights to enjoy their property. The damage caused by Defendants is an unreasonable intrusion into the lives of the Plaintiffs.

41.

Defendants' unreasonable interference in the conduct of their oil and gas exploration and production activities and the associated discharge, disposal or storage of oilfield waste and other wastes on Plaintiffs' Property, has produced adverse effects and created a continuing, ongoing and damaging nuisance to the Plaintiffs and Plaintiffs' Property.

42.

Thus, Defendants are bound to abate the nuisance and redress the damages to Plaintiffs' Property. Plaintiffs are entitled to injunctive relief in the form of compensatory damages and remediation and restoration of the Plaintiffs' Property.

43.

Defendants' continuing acts and omissions have caused, and will continue to cause, contamination of Plaintiffs' Property, all in violation of the standard of care as prescribed in the regulatory framework and standards imposed by Louisiana laws and regulations, all governing Defendants' activities at issue in this action.

44.

Those acts and omissions constitute a violation of the limitations on use of property outlined in Louisiana Civil Code article 667, *et seq.*

45.

Defendants knew or, in the exercise of reasonable care, should have known that their acts and omissions would cause damage to Plaintiffs' Property and that the damage could have been prevented by the exercise of reasonable care, yet Defendants have failed and continue to fail to exercise such reasonable care.

46.

Thus, Defendants are bound to abate the nuisance and redress the damages to Plaintiffs' Property.

47.

The continued presence of oilfield contamination on Plaintiffs' land constitutes a continuing trespass. The continued migration of oilfield contamination is causing new and increasing damage to Plaintiffs' Property, and such damage will continue and increase until such time as the waste is removed.

48.

Defendants have been unjustly enriched by their unauthorized use of Plaintiffs' Property to store and dispose of toxic waste and contamination.

49.

For an undetermined length of time, Defendants have stored toxic pollution and other wastes on or in the groundwater and soils underlying the Plaintiffs' Property. Defendants have derived substantial economic benefits from this storage in that their use of the subsurface of the Plaintiffs' Property has allowed them to avoid the substantial costs and expenses associated with the proper disposal of this toxic pollution and other wastes. Thus, the Plaintiffs are entitled to the civil fruits derived from Defendants' trespass pursuant to Louisiana Civil Code article 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."

50.

Defendants' acts and omissions constitute a breach of the 1936 Lease that covered the oil and gas activities described above.

51.

Defendants' acts and omissions constitute a breach the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators.

52.

Defendants have breached the standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators, specifically the standards of Civil Code articles 2683, 2686, 2687, 2688, and 2692 and Mineral Code article 134:

1. Louisiana Civil Code article 2683 requires the lessee . . . “[t]o use the thing as a prudent administrator and in accordance with the purpose for which it was leased”
2. Louisiana Civil Code article 2686 provides “[i]f the lessee uses the thing for a purpose other than that for which it was leased or in a manner that may cause damage to the thing, the lessor may obtain injunctive relief, dissolution of the lease, and any damages he may have sustained.”
3. Louisiana Civil Code article 2687 states that “[t]he lessee is liable for damage to the thing caused by his fault or that of a person who, with his consent, is on the premises or uses the thing.”
4. Louisiana Civil Code article 2688 provides that “The lessee is bound to notify the lessor without delay when the thing has been damaged or requires repair, or when his possession has been disturbed by a third person. The lessor is entitled to damages sustained as a result of the lessee's failure to perform this obligation.”
5. Louisiana Civil Code article 2692 provides “[t]he lessee is bound to repair damage to the thing caused by his fault . . . and to repair any deterioration resulting from his . . . use to the extent it exceeds the normal or agreed use of the thing.”
6. Louisiana Mineral Code, Revised Statute 31:134, provides that “[i]f a mineral lease is violated, any aggrieved party is entitled to any appropriate relief provided by law.”

Defendants’ acts and omissions constitute a failure to act as prudent administrators of the property. Defendants have failed to repair the damage to Plaintiffs’ Property caused by their fault. Defendants’ use of the Plaintiffs’ Property to store oilfield waste is a use of the property for a purpose other than that for which it was leased. Defendants used Plaintiffs’ Property in a manner that caused damage to the property. Through their acts and omissions, the Defendants have caused damage to the property in excess of the normal and agreed use of the property, and are therefore liable to Plaintiffs for the repair of the damage and deterioration of the property. Defendants’ acts and omissions damaged the property in violation of the express and implied lease obligations, subjecting Defendants to appropriate relief provided by law. Defendants failed to notify the Plaintiffs that Defendants damaged the Plaintiffs’ Property. Plaintiffs have not

released Defendants from either the express or implied obligations under the lease. Defendants' violations of the implied and express obligations constitute an active and substantial breach of the leases, including a tortious breach of lease.

53.

Defendants' acts and omissions constitute negligent and excessive use the Plaintiffs' Property during extraction and production operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, Louisiana Revised Statute 31:122.

54.

Defendants' acts and omissions amount to exercise of their rights to Plaintiffs' Property excessively and unreasonably and without reasonable regard to the rights of the Plaintiffs in violation of the doctrine of correlative rights of Louisiana Revised Statute 31:11. Defendants are thus strictly liable for all damages flowing therefrom.

55.

Defendants who are assignees or sublessees of the 1936 Lease are liable to the Plaintiffs of all obligations and liabilities of the lessee under the mineral lease.

56.

Defendants who are assignors, sublessors, assignees, and/or sublessees of the 1936 Lease are liable to the Plaintiffs for all obligations and liabilities under the mineral lease pursuant to Louisiana Revised Statute 31:128 and 31:129.

57.

The Defendants' operations have caused cumulative and collective impacts to the Plaintiffs' Property. The Defendants' operations of the Defendants' Oilfield Facilities have together damaged Plaintiffs' Property in concert. Thus, there is a community of interest among the Defendants. The Defendants' damages to the Plaintiffs' Property have commingled and are indistinguishable from one another. The combined effects of these operations have caused cumulative impacts to the Plaintiffs' Property. The required remedies for the damages are the result of all of the Defendants' acts and omissions. All of the Defendants named herein are jointly and solidarily liable for the damage to the Plaintiffs' Property.

58.

In summary, the Plaintiffs have stated causes of action in tort, the Civil Code, the Mineral Code, and breach of contract under the applicable lease.

59.

Plaintiffs herein expressly do not pursue any Defendants for federal claims or claims that have been discharged in bankruptcy. If a party has filed or intends to file for bankruptcy concerning any of the claims alleged herein, it is the express intention of Plaintiffs not to pursue those claims or party or parties in this action, even if such party has been inadvertently named as a defendant above.

60.

Plaintiffs are additionally third party beneficiaries of the leases, amendments to leases, assignments, subleases, and other oilfield conveyance contracts and agreements in which Defendants acquired their interests in the oilfield operations in the Anse La Butte Oil & Gas Field.

61.

Plaintiffs claim damages for the evaluation, cleanup, and remediation of contamination that impacts or threatens to impact groundwater. Plaintiffs claim that they are entitled to restoration of any aquifers damaged by the pollution alleged herein.

62.

To the extent that the provisions of Louisiana Revised Statute 30:29 apply to this action, Plaintiffs assert the following:

1. Plaintiffs affirmatively allege that damages awarded by the court for remediation pursuant to Louisiana Revised Statute 30:29 will be used to clean up the above described contamination;
2. Plaintiffs are entitled to sufficient damages to restore Plaintiffs' Property as near as possible to its original condition;
3. Plaintiffs are entitled to a judgment ordering damages for, or implementation of, additional remediation in excess of the requirements of Louisiana Revised Statute 30:29

pursuant to express and implied provisions of contracts to which Plaintiffs are parties or third party beneficiaries;

4. Plaintiffs have personal reasons for wishing to commit the sums awarded for remediation to clean up the affected property;
5. Notice will be furnished to the Louisiana Attorney General and to the Louisiana Department of Natural Resources; and
6. Plaintiffs' assert that they have the right of action to seek cleanup of all the associated environmental damage, regardless if the source of the damage is located on the Plaintiffs' Property, and regardless if the Plaintiffs owned the property at the time of damage.

63.

Because Defendants' obligations are coextensive, and the damages caused by Defendants are indivisible, the Defendants are solidarily liable with one another for all restoration and remediation obligations. Defendants are liable to Plaintiffs *in solido* for damages. Defendants are joint and solidary tortfeasors. The object of the performance owed by the Defendants is repair, remediation, and restoration of the Plaintiffs' Property. As such the Defendants are solidarily liable for the repair, remediation, and restoration of Plaintiffs' Property.

WHEREFORE, Plaintiffs pray that the Defendants be cited to appear and answer this Petition for Damages and that after due proceedings, that judgment be entered herein as follows:

1. Awarding Plaintiffs compensatory damages in an amount to be proven at trial, including payment of the costs to remediate lands with identified and unidentified pollution to its original unpolluted state, unjust enrichment damages for the unauthorized disposal of waste on Plaintiffs' Property without landowner's consent, civil fruits resulting from the illegal and bad faith trespass on Plaintiffs' Property, and other property damages;
2. Awarding Plaintiffs punitive or exemplary damages;
3. Awarding Plaintiffs the cost to restore the Plaintiffs' Property to its pre-polluted condition.

4. Awarding all other consequential damages, both foreseeable and unforeseeable, that relate to Defendants' breach of contract, including the costs and attorney's fees incurred in bringing this action;
5. Awarding Plaintiffs diminution in property value before and after, including stigma damages;
6. Ordering the Defendants to pay Plaintiffs sufficient funds so that Plaintiffs may conduct a comprehensive and expedited environmental assessment of Plaintiffs' Property to identify all hidden or not yet identified pollution on Plaintiffs' Property;
7. Awarding damages for annoyance, discomfort and inconvenience occasioned by nuisance created by Defendants, including loss of full use and enjoyment of Plaintiffs' Property and lost profits and income;
8. Ordering a mandatory and prohibitory injunction to restore Plaintiffs' Property to its pre-contaminated condition and to prevent the migration and spread of toxic and hazardous substances onto Plaintiffs' Property;
9. Ordering remediation and restoration of Plaintiffs' Property to its original condition;
10. Awarding damages from Defendants' failure to provide proper notification under the Louisiana Civil Code;
11. Awarding all costs, expenses, and reasonable attorneys' fees pursuant to Louisiana Revised Statute 30:29 and any other applicable provision of law;
12. To the extent that Louisiana Revised Statute 30:29 applies, approving a feasible remediation plan that complies with all applicable state regulations, without variances therefrom, including Statewide Order 29-B and state regulations requiring remediation of usable groundwater to drinking water standards;
13. To the extent that Louisiana Revised Statute 30:29 applies, approving a feasible remediation plan that protects the health, safety, and welfare of the people of Louisiana;
14. To the extent that Louisiana Revised Statute 30:29 applies, approving a feasible plan that protects and replenishes the natural resources of the state;
15. To the extent that Louisiana Revised Statute 30:29 applies, awarding all damages allowed under Subsection H and M of Louisiana Revised Statute 30:29;

16. Awarding Plaintiffs all costs of this suit and for legal interest therein for any amount awarded from the date of judicial demand until paid;
17. Awarding such other and further relief which the Court deems necessary and proper at law and in equity and that may be just and reasonable under the circumstances of this matter.

Respectfully submitted,



Gladstone N. Jones, III (#22221)
Bernard E. Boudreaux, Jr. (#02019)
Eberhard D. Garrison (#22058)
Kevin E. Huddell (#26930)
Emma Elizabeth Antin Daschbach (#27358)
Andrew K. Jacoby (#32512)
Rose Murray (#34690)
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Counsel for Plaintiffs

PLEASE SERVE:

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Baton Rouge, LA 70808

Great Southern Oil & Gas Co., Inc.

Through its registered agent for service of process:
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Youngsville, LA 70592

Vernon E. Faulconer, Inc.

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

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ST. MARTIN PARISH

Exhibit A – Defendants’ Wells

Serial Number	Well Name	Permit Date	Operator History (Defendant and/or Predecessor)
24169	Edmond Bergeron #1	5/1/40	• 5/1/40 to 12/16/69 – BP America Production Company
10345	Edmond Bergeron #1-D	6/24/64	• 6/24/64 to 12/16/69 – BP America Production Company
25308	Edmond Bergeron #2	12/21/40	• 12/21/40 to 7/21/69 – BP America Production Company
25457	Edmond Bergeron #3	1/24/41	• 1/24/41 to 10/30/73 – BP America Production Company
25458	Edmond Bergeron #4	1/24/41	• 1/24/41 to 12/19/70 – BP America Production Company
26198	Edmond Bergeron #5	7/3/41	• 7/3/41 to 11/1/57 – BP America Production Company
26347	Edmond Bergeron #6-LM	7/30/41	• 7/30/41 to 2/11/72 – BP America Production Company
26402	Edmond Bergeron #7-D	8/8/41	• 8/8/41 to 10/23/73 – BP America Production Company
28783	Edmond Bergeron #6 (also listed as #6-UM and 6-D)	9/27/43	• 9/27/43 to 2/11/72 – BP America Production Company
28784	Edmond Bergeron #7-UM	9/27/43	• 9/27/43 to 10/23/73 – BP America Production Company
65655	Edmond Bergeron #8	4/9/57	• 4/9/57 to 12/20/72 – BP America Production Company
71839	Edmond Bergeron #9	8/29/58	• 8/29/58 to 11/2/73 – BP America Production Company
73565	Edmond Bergeron #9-D (also listed as #9)	1/14/59	• 1/14/59 to 11/2/73 – BP America Production Company
78341	Edmond Bergeron #10 (also listed as #1)	1/26/60	• 1/26/60 to 11/1/83 – BP America Production Company • 11/1/83 to 6/1/86 – Vernon E. Faulconer, Inc. • 6/1/86 to 7/12/96 – Great Southern Oil & Gas Co., Inc.
79209	Edmond Bergeron #10	4/20/60	• 4/20/60 to 11/1/83 – BP America Production Company • 11/1/83 to 6/1/86 – Vernon E. Faulconer, Inc. • 6/1/86 to 7/12/96 – Great Southern Oil & Gas Co Inc.
82877	Edmond Bergeron #11	1/5/61	• 1/5/61 to 11/1/73 – BP America Production Company
104747	Edmond Bergeron #8-D	8/26/64	• 4/9/57 to 12/20/72 – BP America Production Company
13253	Edmond Bergeron #12	12/22/65	• 4/20/60 to 11/1/83 – BP America Production Company • 11/1/83 to 6/1/86 – Vernon E. Faulconer, Inc. • 6/1/86 to 7/12/96 – Great Southern Oil & Gas Co. Inc.
113881	Edmond Bergeron #12-D (also listed as #12 and #2)	2/14/66	• 4/20/60 to 11/1/83 – BP America Production Company • 11/1/83 to 6/1/86 – Vernon E. Faulconer, Inc. • 6/1/86 to 7/12/96 – Great Southern Oil & Gas Co Inc.

EXHIBIT B

