

18TH JUDICIAL DISTRICT COURT FOR THE PARISH OF IBERVILLE

STATE OF LOUISIANA

DOCKET NO. 18953

DIVISION " "   
 A

AUGUST J. LEVERT, JR., FAMILY, LLC; RONALD R. LEVERT; PAUL M. LEVERT;  
MARK W. LEVERT, JR.; JOHN E. SANFORD; JAMES L. SANFORD; and CAMPO E.  
MATENS

VERSUS

BP AMERICA PRODUCTION COMPANY

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

\_\_\_\_\_  
DEPUTY CLERK

ORIGINAL PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, the August J. Levert, Jr., Family, LLC, Ronald R. Levert, Paul M. Levert, Mark W. Levert, Jr., John E. Sanford, James L. Sanford, and Campo E. Matens, in the above entitled action, who file this Original Petition for Damages against Defendant BP America Production Company herein, and in support thereof, respectfully represent the following:

1.

This suit is to require the defendant oil company to clean up contamination on the Plaintiffs' property, which has been in the family since the early 19th Century. The Levert family land has been contaminated by the Defendant's oil and gas operations.

2.

Plaintiff, August J. Levert, Jr., Family, LLC, is a Louisiana corporation having a registered address in Port Allen, Louisiana, and authorized to do and doing business in the State of Louisiana.

3.

Plaintiff August J. Levert, Jr. Family, LLC has members in at least seventeen states, including Louisiana, Texas, Colorado, Mississippi, New York, and others.

4.

Plaintiff, Ronald R. Levert is a person of the full age of majority and is a citizen and resident of Tulsa, Oklahoma.

5.

Plaintiff, Paul M. Levert is a person of the full age of majority and is a citizen and resident of Port Allen, Louisiana.

6.

Plaintiff, Mark W. Levert, Jr. is a person of the full age of majority and is a citizen and resident of Baton Rouge, Louisiana.

7.

Plaintiff, John E. Sanford is a person of the full age of majority and is a citizen and resident of Baton Rouge, Louisiana.

8.

Plaintiff, James L. Sanford is a person of the full age of majority and is a citizen and resident of Baton Rouge, Louisiana.

9.

Plaintiff, Campo E. Matens is a person of the full age of majority and is a citizen and resident of Baton Rouge, Louisiana.

10.

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, and oilfield-related agreements, between Plaintiffs (and Plaintiffs' predecessors-in-interest) and Defendant (and Defendant's predecessors-in-interest), and between other entities and Defendant;
2. Landowners, assignees, and successors-in-interest of real property contaminated and damaged by the oil and gas activities conducted or controlled by the Defendant (and Defendant's predecessors-in-interest) pursuant to mineral leases and amendments, and other oilfield-related agreements; and
3. The parties with the right of action and cause of action in this matter.

11.

The Plaintiffs own or have owned the following property located in Iberville Parish in the Grand River Oil and Gas Field, formerly known as the Sullivans Lake Oil and Gas Field and North Sullivans Lake Oil and Gas Field ("Plaintiffs' Property"):

That certain tract of land situated in the Parish of Iberville, State of Louisiana, and being the North Half (S/2) of Fractional Section 15, Township Ten South (T10S), Range 11 East (T11E), containing 57.155 acres; and listed as part of Parcel Number 0800988025 in the Tax Roll Records in the Assessor's Office in Iberville Parish, Louisiana.

12.

Made defendant is the following party:

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 and Midwest Oil Corporation;**

13.

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 Iberville Parish.

14.

The Defendant has conducted, directed, and participated in oil and gas exploration and production activities as lessee, operator, and assignee in the Grand River Oil and Gas Field and on Plaintiffs' Property. Defendant's activities include the construction and operation of oil and gas facilities, including, but not limited to, wells, access canals, pits, sumps, pipelines, flowlines, tank batteries, heater treaters, wellheads, measuring facilities, and a central processing facility.

#### LEASES AND AGREEMENTS

15.

The Defendant operated on the Plaintiffs' Property pursuant to multiple agreements and contracts, including, but not limited to, the following:

1. An oil, gas, and mineral lease dated on or about November 28, 1966 from lessors Aurelie L. Gassie, et al. to lessee The Dow Chemical Co. ("the 1966 Levert/Dow Mineral Lease").
2. An oil, gas, and mineral lease dated on or about September 14, 1966 from lessors Schwing, et al. to lessee The Dow Chemical Co. ("the 1966 Schwing/Dow Mineral Lease").
3. An oil, gas, and mineral lease dated on or about December 12, 1966 from lessor Iberville Parish School Board to lessee The Dow Chemical Co. ("the 1966 IPSB/Dow Mineral Lease").
4. A farmout agreement dated 1967 between Dow and Midwest ("the 1967 Farmout Agreement").
5. A joint operating agreement dated 1967 between Midwest, Dow, and David C. Bintliff (the "1967 Joint Operating Agreement")
6. A canal right-of-way easement dated June 24, 1968 granted by Dow to Midwest and Bintliff (the "1968 Canal Right-of-Way Easement")
7. A Grand River Production Facility Agreement dated on or about September 1, 1968 between Midwest, Dow, and Bintliff (the "1968 Production Facility Agreement")
8. A surface lease for the construction of a central processing facility, executed on or about October 21 or November 1, 1968 for 3.57 acres ("the 1968 Levert/Midwest Surface Lease").
9. A surface lease for the construction of a central processing facility, executed on or about October 21 or November 1, 1968 for 3.57 acres ("the 1968 Schwing/Midwest Surface Lease").
10. A surface lease for the construction of central processing facilities, executed on or about October or November 21, 1968 for 2.17 acres ("the 1968 IPSB/Midwest Surface Lease").
11. A Salt Water Disposal Agreement between IPSB and Amoco executed in May or June 1969 (the "1969 Hawkins Well Salt Water Disposal Agreement")

#### DEFENDANT'S OPERATIONS AND RELATED CONTAMINATION

16.

The first wells in the field were drilled in the early 1960s.

17.

Beginning in 1966, and pursuant to the leases, agreements, and contracts listed herein, along with other agreements, the Defendant drilled and operated oil and gas wells and disposal wells throughout the field.

18.

Plaintiffs are lessors, successors-in-interest, assignees, and/or beneficiaries of the obligations owed by the Defendant under the leases, agreements, and contracts listed herein, along with other agreements, with respect to damage caused by the Defendant to the Plaintiffs' Property in the course of Defendant's oil and gas operations.

19.

The Defendant has not executed and delivered a release of leases, agreements, and contracts listed herein, along with other agreements, to the Plaintiffs or their predecessors in interest.

20.

The Defendant has conducted, directed, and participated in oil and gas exploration and production activities as a lessor, lessee, assignor, assignee, and operator on and adjacent to Plaintiffs' Property.

21.

According to the records of the Louisiana Department of Natural Resources, Office of Conservation, beginning in 1966 and through at least September 1984, the Defendant operated and controlled wells located on Plaintiffs' Property and wells located on the directly adjacent property ("Defendant's Wells"), as well as the Central Processing Facility and all related gathering flowlines and other equipment, all located partially on the Plaintiffs' Property and partially on the adjacent property. A partial list of Defendant's Wells are listed in Exhibit A (attached). The Exhibit A List of Defendant's Wells includes well serial number, well name, drill permit date, and a list of each well's historical operators. This is a nonexclusive list of wells whose product and waste can now be found contaminating the Plaintiffs' Property.

22.

Defendant's Wells (*see* Exhibit A) were not operated in isolation. Rather, the Defendant's Wells formed part of field-wide extraction and production operations, constructed and operated by the Defendant, 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, gathering lines, tank batteries, heater treaters, wellheads, measuring facilities, and other equipment throughout the North Sullivans Lake/Sullivans Lake/Grand River Oil & Gas Field. The Defendant's extraction and production system extended throughout the Plaintiffs' Property and across neighboring properties ("Defendant's Oilfield Facilities").

23.

From 1966 through at least 1984, the Defendant operated, controlled, and/or had the right to control the Defendant's Oilfield Facilities located on and adjacent to Plaintiffs' Property, including production pits into which oilfield waste from the Defendant's operations was discharged. The wells from which the Defendant's oilfield waste was generated include, in part, those listed in Exhibit 1.

24.

Based upon the distribution of the contamination, it is more likely than not that the Defendant's pit contents have leaked, and continue to leak, onto and underneath Plaintiffs' Property in the soil and groundwater. The oilfield contamination found emanating from the Defendant's pits demonstrates that the pits have not been closed in accordance with state regulatory standards.

DEFENDANT'S LIABILITY

25.

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

26.

Defendant has failed to remediate and restore Plaintiffs' Property of the contamination caused by Defendant's operations.

27.

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

28.

Defendant's 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 Defendant's Oilfield Facilities to contaminate Plaintiffs' Property;
5. Causing and allowing Defendant's Oilfield Facilities to spill, leak, and discharge content and waste into the environment;
6. Installing an illegal siphon to discharge oilfield waste into the environment;
7. Failure to plug and abandon wells and improperly plugging and abandoning wells;
8. Failure to handle, store, and dispose of oilfield production content and waste in a reasonable and prudent manner;
9. Failure to follow the standard of care under the regulatory structure;
10. Failure to follow express and implied obligations under applicable state permits;
11. Failure to use available and reasonably prudent operational techniques;
12. Failure to prevent unreasonable alterations to the surrounding land;
13. Failure to use reasonably prudent waste disposal techniques;
14. Failure to use reasonably feasible alternative methods.;
15. 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;
16. Failure to adequately monitor, measure, and test Defendant's Oilfield Facilities to ensure facilities were operating properly; and
17. Other acts and omissions of negligence and gross negligence which may be discovered prior to trial in this matter.

29.

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

30.

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

31.

The contamination of Plaintiffs' Property has resulted in large part from the Defendant's use of several pits on or near Plaintiffs' Property that have not been closed in accordance with state regulations.

32.

The Defendant installed an illegal siphon to illegally discharge oil-contaminated water from containment areas into the environment.

33.

Defendant has 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 Defendant on or near Plaintiffs' Property during the course of Defendant's 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.

34.

NORM contains Radium<sup>226</sup> and Radium<sup>228</sup>, 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.

35.

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 Radium<sup>226</sup>; 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; Radium<sup>226</sup> and Radium<sup>228</sup>; and various



hydrocarbon compounds; Some of these substances, such as benzene and Radium<sup>226</sup>, have long been identified as human carcinogens.

36.

Defendant used drilling fluids in the course of Defendant's 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.

37.

Defendant's 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.

38.

Defendant knew for years that it was 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 Defendant issue any warning to Plaintiffs that its disposal and discharge activities were hazardous to Plaintiffs' Property. Defendant knew and failed to disclose to Plaintiffs that these wastes would neither degrade nor break down in the environment in the foreseeable future.

39.

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.

40.

The areas of Plaintiffs' Property that are contaminated by the Defendant's 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 Defendant is obligated to perform these remediation and restoration obligations, yet have failed to do so.

41.

Defendant's 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. Defendant concealed from state regulators that Defendant had contaminated the Plaintiffs' Property. Defendant knew or should have known that their acts and omissions would contaminate the area thereby causing vegetation die-off and other property damage. Defendant had a duty to protect the Plaintiffs and Plaintiffs' Property from these effects. In addition, when Defendant's learned its operations caused contamination of Plaintiffs' Property, Defendant had a duty to inform the Plaintiffs and return to remediate the contamination. Defendant's 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.

42.

Each of the Defendant's 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 Defendant's respective activities at issue in this matter.

43.

The Defendant is an obligor in bad faith for failing to restore the Plaintiffs' Property and is responsible for all consequential damages, foreseeable or not.

44.

Thus, in accordance with Louisiana Civil Code article 2315 and other laws, the Defendant is bound to redress the damages to Plaintiffs' Property as caused by Defendant's 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.

45.

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

46.

Ruin, vices, and defects in Defendant's Oilfield Facilities occasioned and caused damage to Plaintiffs' Property. Defendant 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 Defendant did not exercise such reasonable care.

47.

Louisiana Civil Code article 667 establishes liability for certain damage. Prior to the 1996 amendment, "[a]lthough a proprietor may do with his estate whatever he pleases, still he cannot make any work on it, which may deprive his neighbor of the liberty of enjoying his own, or which may be the cause of any damage to him." Defendant is liable to Plaintiffs because Defendant's 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. Defendant is strictly liable for its operations that occurred prior to April 16, 1996 for the damages caused by Defendant's storage, discharge, and disposal of toxic and hazardous oilfield content and waste on or adjacent to Plaintiffs' Property.

48.

Louisiana Civil Code article 2322 establishes 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." Defendant is liable to Plaintiffs under article 2322. Defendant's 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 Defendant's 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.

49.

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

50.

Defendant 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. Defendant's acts and omissions created a hazardous condition affecting the Plaintiffs. Defendant could reasonably foresee that damage would ensue on Plaintiffs' Property as a result of its acts and omissions and its decisions not to mitigate the effects of its operations. The harm, inconvenience, and damage materially interfere with the Plaintiffs' rights to enjoy their property. The damage caused by Defendant is an unreasonable intrusion into the lives of the Plaintiffs.

51.

Defendant's unreasonable interference in the conduct of its 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.

52.

Thus, Defendant is 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.

53.

Defendant's 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 Defendant's activities at issue in this action.

54.

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

55.

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

56.

Thus, Defendant is bound to abate the nuisance and redress the damages to Plaintiffs' Property.

57.

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.

58.

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

59.

For an undetermined length of time, Defendant has stored toxic pollution and other wastes on or in the groundwater and soils underlying the Plaintiffs' Property. Defendant has 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 Defendant's 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."

60.

Defendant's acts and omissions constitute breaches of the leases, agreements, and other contracts listed herein, which covered the oil and gas activities described above.

61.

Defendant's 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.

62.

Defendant has 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, and their predecessor articles:

1. Louisiana Civil Code article 2683 requires the lessee ... "[t]o use the thing as a prudent administrator and in accordance with the purpose for which it was leased ...."
2. Louisiana Civil Code article 2686 provides "[i]f the lessee uses the thing for a purpose other than that for which it was leased or in a manner that may cause damage to the thing, the lessor may obtain injunctive relief, dissolution of the lease, and any damages he may have sustained."
3. Louisiana Civil Code article 2687 states that "[t]he lessee is liable for damage to the thing caused by his fault or that of a person who, with his consent, is on the premises or uses the thing."
4. Louisiana Civil Code article 2688 provides that "The lessee is bound to notify the lessor without delay when the thing has been damaged or requires repair, or when his possession has been disturbed by a third person. The lessor is entitled to damages sustained as a result of the lessee's failure to perform this obligation."

5. Louisiana Civil Code article 2692 provides “[t]he lessee is bound to repair damage to the thing caused by his fault ... and to repair any deterioration resulting from his ... use to the extent it exceeds the normal or agreed use of the thing.”
6. Louisiana Mineral Code, Revised Statute 31:134, provides that “[if] a mineral lease is violated, any aggrieved party is entitled to any appropriate relief provided by law.”

63.

Defendant’s acts and omissions constitute a failure to act as prudent administrators of the property. Defendant has failed to repair the damage to Plaintiffs’ Property caused by its fault. Defendant’s 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. Defendant used Plaintiffs’ Property in a manner that caused damage to the property. Through their acts and omissions, the Defendant has 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. Defendant’s acts and omissions damaged the property in violation of the express and implied lease obligations, subjecting Defendant to appropriate relief provided by law. Defendant failed to notify the Plaintiffs that Defendant damaged the Plaintiffs’ Property. Plaintiffs have not released Defendant from either the express or implied obligations under the lease. Defendant’s violations of the implied and express obligations constitute an active and substantial breach of the leases, including a tortious breach of lease.

64.

Defendant’s 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.

65.

Defendant’s 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. Defendant is thus strictly liable for all damages flowing therefrom.

66.

Defendant is a party, assignor, assignee, lessor, and lessee of the leases, agreements, and contracts listed herein, and other agreements, and as such is liable to the Plaintiffs for all obligations and liabilities of the parties, assignors, assignees, lessors, and lessees under the leases, agreements, and contracts.

67.

Defendant, who is an assignor, sublessor, assignee, and/or sublessee of the mineral leases listed herein, and other leases, is liable to the Plaintiffs for all obligations and liabilities under leases pursuant to Louisiana Revised Statute 31:128 and 31:129, and Civil Code article 1821.

68.

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

69.

Plaintiffs herein expressly do not pursue any Defendant 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.

70.

Plaintiffs are additionally third-party beneficiaries of the leases, amendments to leases, assignments, subleases, and other oilfield conveyance contracts and agreements in which Defendant acquired its interests in the oilfield and operated in the North Sullivans Lake/Sullivans Lake/Grand River Oil & Gas Field.



71.

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.

72.

Defendant is solidarily liable with all assignors, assignees, and sublessees with respect to the leases and contracts affecting the Plaintiffs' Property and the damages alleged herein.

73.

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 are entitled to a judgment ordering damages for, or implementation of, additional remediation in excess of the requirements of Louisiana Revised Statute 30:29 because the damage was caused by unreasonable or excessive operations based on rules, regulations, lease terms and implied lease obligations arising by operation of law, or standards applicable during defendant's operations.
5. Plaintiffs have personal reasons for wishing to commit the sums awarded for remediation to clean up the affected property;
6. Notice will be furnished to the Louisiana Attorney General and to the Louisiana Department of Natural Resources; and

7. 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.

74.

Plaintiffs request trial by jury.

WHEREFORE, Plaintiffs pray that the Defendant be cited to appear and answer this Original 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 the cost to restore the Plaintiffs' Property to its pre-polluted condition.
3. Awarding all other consequential damages, both foreseeable and unforeseeable, that relate to Defendant's breach of contract, including the costs and attorney's fees incurred in bringing this action;
4. Awarding Plaintiffs diminution in property value before and after, including stigma damages;
5. Ordering the Defendant 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;
6. Awarding damages for annoyance, discomfort and inconvenience occasioned by nuisance created by Defendant, including loss of full use and enjoyment of Plaintiffs' Property and lost profits and income;
7. 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;
8. Ordering remediation and restoration of Plaintiffs' Property to its original condition;

9. Awarding damages from Defendant's failure to provide proper notification under the Louisiana Civil Code;
10. Awarding all costs, expenses, and reasonable attorneys' fees pursuant to Louisiana Revised Statute 30:29 and any other applicable provision of law;
11. 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;
12. 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;
13. To the extent that Louisiana Revised Statute 30:29 applies, approving a feasible plan that protects and replenishes the natural resources of the state;
14. 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;
15. Awarding Plaintiffs all costs of this suit and for legal interest therein for any amount awarded from the date of judicial demand until paid; and
16. 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,



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Gladstone N. Jones, III (#22221)  
Bernard E. Boudreaux, Jr. (#02219)  
Eberhard D. Garrison (#22058)  
H.S. Bartlett III (#26795)  
Kevin E. Huddell (#26930)  
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John T. Arnold (#31601)  
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*Counsel for Plaintiffs*

**PLEASE SERVE:**

**BP American Production Company**  
Through its registered agent for service of process:  
CT Corporation System  
5615 Corporate Blvd., Ste. 400B  
Baton Rouge, LA 70808

*Received Original*

2017 JUN 28 11:27

/s/ Marilyn M. Young

*FILED - by Jof*  
*May 28, 2017*  
*4:26 PM*  
Clerk, Ex-Officio Recorder Iberville Parish, Louisiana

A TRUE COPY  
DATE *6/4/2019*  
Marilyn M. Young  
Dputy Clerk, Ex-Officio, Recorder, Iberville Parish, Louisiana

**EXHIBIT A**  
**WELLS**

Wells located on the Levert/Schwing property:

- Well serial 120453 ("Schwing-Levert #1") (drilled on or about 6/30/67)
- Well serial 121454 ("Schwing-Levert #1-D") (drilled on or about 9/10/67)
- Well serial 123040 ("Schwing-Levert #2") (drilled on or about 1/7/68)
- Operator history for the above three wells:
  - From drilling until 12/1/84 (Midwest Oil Corp./Amoco Production Co.)
  - 12/1/84 to 9/1/85 (Dazet Oil & Gas)
  - 9/1/84 to 12/1/89 (W & T Oil Properties, Inc.)
  - 12/1/89 to 11/1/91 (W&T Offshore, Inc.)
  - 11/1/91 to 9/1/92 (Houston Oil & Gas Company, Inc.)
  - 9/1/92 to 7/1/96 (Sunchase Exploration, Inc.)
  - 7/1/96 till 9/22/97 (Sun Resources, Inc.)
- Well serial 124606 ("Schwing-Levert #3") (drilled on or about 9/3/68)
  - 9/3/68 to 6/1/84 (Midwest Oil Corp./Amoco Production Co.)
  - 6/1/84 to 10/1/86 (Windham Oil Co-Ekberg-Sinclair)
  - 10/1/86 to 7/1/90 org 2106 (Ekberg-Sinclair & Associates)

Wells commingled on the Levert property:

- Well serial 89806 ("IPSB SWD #1"/"Grand River CTB #1 SWD #1"/"IPSB Hawkins SWD #1") (May 1962, and as a disposal well from May 1969-September 1997)
  - 5/5/62 to 12/1/84 (Midwest Oil Corp./Amoco Production Co.) (converted to a SWD well on 12/1/1976)
  - 12/1/84 to 9/1/85 (Dazet Oil & Gas)
  - 9/1/85 to 12/1/89 (W & T Oil Properties, Inc.)
  - 12/1/89 to 11/1/91 (W&T Offshore, Inc.)
  - 11/1/91 to 9/1/92 (Houston Oil & Gas Company, Inc.)
  - 9/1/92 to 7/1/96 (Sunchase Exploration, Inc.)
  - 7/1/96 till 9/22/97 (Sun Resources, Inc.)
- Well serial 121499 ("IPSB #1") (November 1967-June 1990)
  - 11/xx/67 to 7/12/68 ("Midwest - Bintliff - Dow")
  - 7/12/68 to 6/1/84 (Midwest Oil Corp./Amoco Production Co.)
  - 6/1/84 to 6/7/90 (Windham Oil Co-Ekberg-Sinclair)
- Well serial 122790 ("IPSB #1-D") (November 1967-June 1990) (dual completion)
  - 11/xx/67 to 7/12/68 ("Midwest - Bintliff - Dow")
  - 7/12/68 to 6/1/84 (Midwest Oil Corp./Amoco Production Co.)
  - 6/1/84 to 7/1/87 (Windham Oil Co.)
  - 7/1/87 to 6/7/90 (Ekberg-Sinclair & Associates)
- Well serial 122268 ("IPSB #2") (December 1967-June 1990)
  - 12/xx/67 to 7/12/68 ("Midwest - Bintliff - Dow")
  - 7/12/68 to 6/1/84 (Midwest Oil Corp./Amoco Production Co.)
  - 6/1/84 to 7/1/87 (Windham Oil Co-Ekberg-Sinclair)
  - 7/1/87 to 6/25/90 (Ekberg-Sinclair & Associates)

- Well serial 123767 (“IPSB #3”) (March 1968-July 1990)
  - Operators:
    - 3/20/68 to 7/12/68 (“Midwest – Bintliff – Dow”)
    - 7/12/68 to 6/1/84 org 0188 (Midwest Oil Corp./Amoco Production Co.)
    - 6/1/84 to 7/1/87 org 6560 (Windham Oil Co-Ekberg-Sinclair)
    - 7/1/87 to 7/1/90 org 2106 (Ekberg-Sinclair & Associates)
- Well serial 124426 (“IPSB #3-D”) (May 1968-July 1990) (dual completion)
  - Operators:
    - 5/15/68 to 7/26/68 (“Midwest – Bintliff – Dow”)
    - 7/26/68 to 6/1/84 org 0188 (Midwest Oil Corp./Amoco Production Co.)
    - 6/1/84 to 7/1/87 org 6584 (Windham Oil Co.)
    - 7/1/87 to 7/1/90 org 2106 (Ekberg-Sinclair & Associates)
- Well serial 129747 (“IPSB #4”) (July 1969-September 1969)
  - dry hole, improperly plugged in 1969, replugged in 2016
  - Operator:
    - 7/1/69 to 9/1/69 Midwest Oil Corp./Amoco Production Co.