

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

MATTHIAS PROPERTIES, LLC

Plaintiffs

versus

BP, PLC, BP PRODUCTS NORTH AMERICA, INC.,
BP AMERICA, INC., TRANSOCEAN, LTD.,
TRANSOCEAN OFFSHORE DEEPWATER
DRILLING, INC., TRANSOCEAN DEEPWATER,
INC., HALLIBURTON ENERGY SERVICES, INC.
AND CAMERON INTERNATIONAL
CORPORATION f/k/a COOPER CAMERON
CORPORATION

Defendants

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* CASE NO.
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* SECTION
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* MAGISTRATE
*
* JURY DEMAND
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COMPLAINT

Matthias Properties, LLC, an Alabama limited liability company, brings this action against the defendants identified below (“Defendants”), and aver as follows:

INTRODUCTION

1.

This is claim to recover damages suffered by Plaintiff as a result of the oil spill that resulted from the explosion and fire aboard, and subsequent sinking of the oil rig Deepwater Horizon (hereinafter “Deepwater Horizon” or “Oil Rig”) on April 20, 2010, at about 10:00 p.m. Central time on the Outer Continental Shelf, off the Louisiana coast. Following the sinking of the Oil Rig, approximately 5,000 barrels per day of crude oil have been leaking from the oil well upon which the Deepwater Horizon was performing completion operations, and from the pipe connected to it (drill

stack). The oil slick has reached the Louisiana coast and has already caused detrimental affects upon the Gulf of Mexico's coast. The existing oil slick is projected to enlarge and spread along the Mississippi, Alabama and Florida coasts.

PARTIES

2.

Matthias Properties, LLC is an Alabama limited liability company which owns condominiums in Florida and as a result of the events described above and below, has suffered damages such as decreased rental revenue and diminished property value, all of which are more fully described below.

3.

Defendants herein are:

- (a) Transocean, Ltd., ("Transocean, Ltd.") a foreign corporation doing business in the State of Louisiana and within this district;
- (b) Transocean Offshore Deepwater Drilling, Inc. ("Transocean Offshore"), a foreign corporation doing business in the State of Louisiana and within this district;
- (c) Transocean Deepwater, Inc. ("Transocean Deepwater"), a foreign corporation doing business in the State of Louisiana and within this district;
- (d) BP, plc ("BP"), a foreign corporation doing business in the State of Louisiana and within this district;
- (e) BP Products North America, Inc. ("BP Products") a foreign corporation doing business in the State of Louisiana and within this district;

(f) BP America, Inc. (“BP America”), a foreign corporation doing business in the State of Louisiana and within this district;

(g) Halliburton Energy Services, Inc. (“Halliburton”), a foreign corporation doing business in the State of Louisiana and within this district; and

(h) Cameron International Corporation f/k/a Cooper-Cameron Corporation (“Cameron”), a foreign corporation doing business in the State of Louisiana and within this district.

JURISDICTION AND VENUE

4.

This Court has jurisdiction over this action pursuant to 28 U.S.C. Sec. 1332 because the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and it is between citizens of different states and because the claims asserted herein arise under the laws of the United States of America, including the laws of the State of Louisiana which have been declared, pursuant to 43 U.S.C. Sec. 1331 (f)(1) and 1333(a)(2), to be the law of the United States for that portion of the Outer Continental Shelf from which the oil spill originated and 43 U.S.C. Sec. 1331(1) which extends exclusive Federal jurisdiction to the Outer Continental Shelf.

5.

Prosecution of this action in this district is proper under 28 U.S.C. Sec.1391(a)(2) because all the events or omissions giving rise to the claims asserted herein occurred in this district.

FACTUAL ALLEGATIONS

6.

Transocean, Ltd., Transocean Offshore and Transocean Deepwater (collectively “Transocean”) are the owners and/or operators of the Deepwater Horizon, a semi-submersible

mobile drilling rig, which was performing completion operations for BP, BP Products and BP America on the Outer Continental Shelf, at the site from which the oil spill now originates, on April 20, 2010.

7.

BP, BP Products and BP America (collectively “BP”) are the holders of a lease granted by the Minerals Management Service that allows BP to drill for oil and perform oil-production-related operations at the site of the and oil spill, and on April 20, 2010 operated the oil well that is the source of the oil spill.

8.

Upon information and belief, Cameron manufactured and/or supplied the Deepwater Horizon’s blow-out-preventers (“BOP’s”) that failed to operate upon the explosion, which should have prevented the oil spill. The BOP’s were defective because they failed to operate as intended. As such, Cameron is liable to Plaintiffs pursuant to the Louisiana Products Liability Act in addition to being liable for its negligence.

9.

Halliburton was engaged in cementing operations of the well and well cap and, upon information and belief, improperly and negligently performed these duties, increasing the pressure at the well and contributing to the fire, explosion and resulting oil spill.

10.

At all times material hereto, the Deepwater Horizon was owned, manned, possessed, managed, controlled, chartered and/or operated by Transocean and/or BP.

11.

The fire and explosion on the Deepwater Horizon, its sinking and the resulting oil spill were caused by the negligence of Defendants, which renders them liable jointly, severally and *in-solido* to Plaintiff for all of its damages.

12.

The injuries and damages suffered by Plaintiff were caused by Defendants' violations of numerous statutes and regulations, including, but not limited to, statutes and regulations issued by OSHA and the United States Coast Guard, including the requirement to test the sub-sea BOP's at regular intervals.

13.

Defendants knew of the dangers associated with deep water drilling and failed to take appropriate measures to prevent damage to Plaintiff and the Gulf of Mexico's coast.

14.

The spilled oil would not simply evaporate off of the surface of the water and is causing dangerous environmental contamination of the Gulf of Mexico and its shorelines.

15.

The oil spill and the contamination have caused and will continue to cause loss of revenue to persons and businesses, like Plaintiff, who are being prevented from using the Gulf of Mexico and properties adjoining the Gulf of Mexico from earning a living.

16.

There are many other potential affects from the oil spill that have not yet become known, and Plaintiffs reserve the right to amend this Complaint once additional information becomes available.

FIRST CAUSE OF ACTION (NEGLIGENCE)

17.

Plaintiffs repeat, reiterate, and reallege each and every allegation set forth above with the same force and effect as if copied herein.

18.

The fire, explosion and resulting oil spill was caused by the concurrent negligence of the Defendants.

19.

Upon information and belief, Plaintiffs aver that the fire, explosion and resulting oil spill was caused by the joint negligence and fault of the Defendants in the following non-exclusive particulars:

- a. Failing to properly operate the Deepwater Horizon;
- b. Operating the Deepwater Horizon in such a manner that a fire and explosion occurred onboard, causing it to sink and resulting in an oil spill;
- c. Failing to properly inspect the Deepwater Horizon to assure that its equipment and personnel were fit for their intended purpose;
- d. Acting in a careless and negligent manner without due regard for the safety of others;
- e. Failing to promulgate, implement and enforce rules and regulations pertaining to the safe operations of the Deepwater Horizon which, if they had been so promulgated, implemented and enforced, would have averted the fire, explosion, sinking and oil spill;
- f. Operating the Deepwater Horizon with untrained and unlicensed personnel;
- g. Inadequate and negligent training and hiring of personnel;

- h. Failing to take appropriate action to avoid or mitigate the accident;
- i. Negligent implementation of policies and procedures to safely conduct offshore operations in the Gulf of Mexico;
- j. Employing untrained or poorly trained employees and failing to properly train their employees;
- k. Failing to ascertain that the Deepwater Horizon and its equipment were free from defects and/or in proper working order;
- l. Failure to timely warn;
- m. Failure to timely bring the oil release under control;
- n. Failure to provide appropriate accident prevent equipment;
- o. Failure to observe and read gauges that would have indicated excessive pressures in the well;
- p. Failure to react to danger signs;
- q. Providing BOP's that did not work properly;
- r. Conducting well and well cap cementing operations improperly;
- s. Acting in a manner that justifies imposition of punitive damages; and
- t. Such other acts of negligence and omissions as will be shown at the trial of this matter; all of which acts are in violation of the laws of Louisiana and Federal law applicable on the outer Continental Shelf.

20.

In addition, and in the alternative, the fire, explosion, sinking and resulting oil spill were caused by defective equipment, including the BOP's, which were in the care, custody, and control of

Defendants and over which the Defendants had *garde*. Defendants knew or should have known of these defects and Defendants are, therefore, liable for them.

21.

The injuries were also caused by or aggravated by the fact that Defendants failed to take necessary actions to mitigate the danger associated with their operations.

22.

In addition to the negligent actions described above, and in the alternative thereto, the injuries and damages suffered by Plaintiff were caused by the acts and/or omissions of the Defendants that are beyond proof by the Plaintiffs, but which were within the knowledge and control of the Defendants, there being no other possible conclusion than that the fire, explosion, sinking and oil spill resulted from the negligence of Defendants. Furthermore, the fire, explosion, sinking and the resulting oil spill would not have occurred had the Defendants exercised the high degree of care imposed on them and Plaintiffs, therefore, plead the doctrine of *res ipsa loquitur*.

23.

Plaintiff is entitled to a judgment finding Defendants liable to Plaintiff for damages suffered as a result of Defendants' negligence and awarding Plaintiffs adequate compensation therefore in amounts determined by the trier of fact.

SECOND CAUSE OF ACTION
(OIL POLLUTION ACT)

24.

Plaintiff repeats, reiterates, and realleges each and every allegation set forth above with the same force and effect as if fully copied herein.

25.

The Oil Pollution Act imposes liability upon a “responsible party for a... facility from which oil is discharged...into or upon navigable waters or adjoining shorelines” for the “damages that result from such incident.” 33 U.S.C. §2702.

26.

Section 2702(b)(2)(C) provides for the recovery of “[d]amages for subsistence use of natural resources, which shall be recoverable by any claimant who so uses natural resources which have been injured, destroyed, or lost, without regard to the ownership or management of the resources.”

27.

The Coast Guard has named BP as the responsible party. Therefore, BP is liable pursuant to Section 2702 for all the damages that result from the oil spill.

28.

As a result of the oil spill, Plaintiff has not been able to use natural resources (air and water, and potentially wetlands and other areas and spaces that have and/or may become contaminated by the spilled oil) for their subsistence, and they are entitled to recover from BP for such damages in amounts to be determined by the trier of fact.

29.

Section 2702(b)(2)(E) provides for the recovery of “[d]amages equal to the loss of profits or impairment of earning capacity due to the injury, destruction, or loss of real property, personal property, or natural resources, which shall be recoverable by any claimant.”

30.

As a result of the oil spill, Plaintiff has suffered the type of damages that may be recovered

pursuant to Section 2702(b)(2)(E), and they demand compensation therefor from BP in amounts to be determined by the trier of fact.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants, jointly, severally and *in solido*, as follows:

- a. Economic and compensatory damages in amounts to be determined at trial;
- b. Punitive damages;
- c. Pre-judgment and post-judgment interest at the maximum rate allowable by law;
- d. Attorney's fees and costs of litigation;
- e. Such other and further relief available under all applicable state and federal laws and any relief the Court deems just and appropriate; and
- f. A trial by jury as to all Defendants.

Respectfully submitted,

/s/ Richard J. Arsenault

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