

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

WILLIAM D. GREGOIRE , VERONICA G. STELLY AND TOBY J. STELLY **CIVIL ACTION NUMBER**

JUDGE

VERSUS

MAG. JUDGE

TRANSOCEAN, LTD., TRANSOCEAN OFFSHORE DEEPWATER DRILLING, INC., TRANSOCEAN DEEPWATER, INC., BP, PLC., BP PRODUCTS NORTH AMERICA, INC. , BP EXPLORATION & PRODUCTION, INC., HALLIBURTON ENERGY SERVICES, INC., HALLIBURTON COMPANY, CAMERON INTERNATIONAL CORPORATION, ABC INSURANCE COMPANY, DEF INSURANCE COMPANY, GHI INSURANCE COMPANY, JKL INSURANCE COMPANY, MNO INSURANCE COMPANY, PQR INSURANCE COMPANY, STU INSURANCE COMPANY, XYZ INSURANCE COMPANY,

CLASS ACTION COMPLAINT

NOW INTO COURT, through undersigned counsel, come Plaintiffs, William D. Gregoire Veronica G. Stelly and Toby J. Stelly, all of the full age of majority, residents of and domiciled in the State of Louisiana, and files this original Complaint in this honorable Court and represents as follows:

1.

The following parties are made defendants herein:

- A. **TRANSOCEAN, LTD.**, (hereinafter “Transocean”), a foreign corporation authorized to do and/or doing substantial business in Louisiana and within this judicial district;
- B. **TRANSOCEAN OFFSHORE DEEPWATER DRILLING, INC.** (hereinafter “Transocean Offshore”), a foreign corporation authorized to do and/or doing substantial business in Louisiana and within this judicial district;
- C. **TRANSOCEAN DEEPWATER, INC.** (hereinafter “Transocean Deepwater”), a foreign corporation authorized to do and/or doing substantial business in Louisiana and within this judicial district;
- D. **BP, PLC** (hereinafter “BP”), a foreign corporation authorized to do and/or doing substantial business in Louisiana and within this judicial district;
- E. **BP PRODUCTS NORTH AMERICA, INC.** (hereinafter “BP Products”), a foreign corporation authorized to do and/or doing substantial business in Louisiana and within this judicial district;
- F. **BP EXPLORATION & PRODUCTION, INC.** (hereinafter “BP Exploration”), a foreign corporation authorized to do and/or doing substantial business in Louisiana and within this judicial district;
- G. **HALLIBURTON ENERGY SERVICES, INC.** (hereinafter “Halliburton Energy”), a foreign corporation authorized to do and/or doing substantial business in Louisiana and within this judicial district;
- H. **HALLIBURTON COMPANY** (hereinafter “Halliburton”), a foreign corporation authorized to do and/or doing substantial business in Louisiana and within this

judicial district;

- I. **CAMERON INTERNATIONAL CORPORATION** (hereinafter “Cameron”), a foreign corporation authorized to and/or doing substantial business in Louisiana and within this judicial district;
- J. **ABC INSURANCE COMPANY**, alleged on information and belief to be a foreign insurer authorized to do and/or doing substantial business in Louisiana;
- K. **DEF INSURANCE COMPANY**, alleged on information and belief to be a foreign insurer authorized to do and/or doing substantial business in Louisiana;
- L. **GHI INSURANCE COMPANY**, alleged on information and belief to be a foreign insurer authorized to do and/or doing substantial business in Louisiana;
- M. **JKL INSURANCE COMPANY**, alleged on information and belief to be a foreign insurer authorized to do and/or doing substantial business in Louisiana;
- N. **MNO INSURANCE COMPANY**, alleged on information and belief to be a foreign insurer authorized to do and/or doing substantial business in Louisiana;
- O. **PQR INSURANCE COMPANY**, alleged on information and belief to be a foreign insurer authorized to do and/or doing substantial business in Louisiana;
- P. **STU INSURANCE COMPANY**, alleged on information and belief to be a foreign insurer authorized to do and/or doing substantial business in Louisiana; and
- Q. **XYZ INSURANCE COMPANY**, alleged on information and belief to be a foreign insurer authorized to do and/or doing substantial business in Louisiana.

2.

This Court has jurisdiction over this class action pursuant to (1) 28 U.S.C. § 1332(d)(2),

because the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and it is a class action brought by citizens of a State that is different from the State where at least one of the Defendants is incorporated or does business; (2) 28 U.S.C. § 1331, 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. §§ 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 (3) 43 U.S.C. § 1331(1), which extends exclusive Federal jurisdiction to the outer Continental Shelf; and Rule 23 of the Federal Rules of Civil Procedure, the complaint being a class action to recover damages suffered by Plaintiffs and the Class Members as more fully set forth herein below.

3.

On or about the 20th day of April, 2010, at approximately 10:00 p.m. central time, an explosion and fire occurred aboard the oil rig, Deepwater Horizon (hereinafter referred to simply as “Deepwater Horizon” or “Oil Rig”), which catastrophe took the lives of workers aboard the Oil Rig and which event eventually lead to her sinking in the Gulf of Mexico, where she had been engaged in the performance of completion operations.

4.

As a result of the sinking of the Deepwater Horizon and the failure of her equipment and appurtenances, crude oil began escaping in an uninterrupted flow from the well and the equipment connected to it, directly into the waters of the Gulf, at a rate in excess of 5,000 barrels per day, creating an oil slick which has expanded to several hundred square miles, causing severe damage to the Gulf, the marine environment and the coastal and estuarial areas of Louisiana, which are used

by Plaintiffs and the Class Members for commercial fishing by which they earn their livelihoods as more fully set forth herein below.

5.

At all times pertinent herein, including April 20, 2010, DEEPWATER HORIZON was owned and/or operated and/or managed and/or chartered and/or controlled by defendants Transocean and/or Transocean Offshore and/or Transocean Deepwater and/or BP and/or BP Products.

6.

Halliburton Energy and/or Halliburton were at all times material hereto engaged in cementing operations of the completed well and well cap, among other acts and omissions.

7.

Plaintiffs show that the Blow Out Preventer (“BOP”) and associated piping and equipment was designed, manufactured, marketed and sold by defendant Cameron.

8.

Plaintiffs show the accident and resulting damages sued upon were the direct and proximate result of the negligence and fault of the defendants, Transocean, Transocean Offshore, Transocean Deepwater, BP and BP Products, which negligence and fault is shown more particularly, but not exclusively, as follows:

A. Negligent failure to properly perform the operation ongoing at the time of the accident in question;

B. Negligent failure to take all appropriate precautions to avoid an accident and explosion of the kind which occurred;

C. Negligent failure to have all proper equipment and gear necessary to perform the job

being performed at the time of the accident and explosion in a safe manner;

D. Negligent failure to keep the equipment on board the vessel in proper condition and repair;

E. Negligent failure to properly inspect the rig and all of its equipment and gear;

F. Negligent failure to have sufficient number of properly trained and qualified personnel to perform the job in a safe manner being performed at the time of the accident and explosion;

G. Negligent failure to properly train and/or instruct and/or warn those for whom it was responsible;

H. Negligent violation of government and industry rules, regulations and standards;

I. Acting in a grossly negligent, reckless, wilful and wanton manner with respect to the ownership and operation of the rig, the operation which was ongoing at the time of the accident and explosion and with respect to those for whom it was responsible aboard the rig;

J. Other acts of negligence and fault which may be shown through discovery or at trial;
and

K. Generally, the failure of these defendants to act with the required degree of care commensurate with the existing situation.

9.

Plaintiffs further show that the accident and resulting damages sued upon were also the direct and proximate result of the negligence and fault of defendants, Halliburton Energy and/or Halliburton, which negligence and fault is listed more particularly, but not exclusively, as follows:

A. Its (their) gross, willful, wanton and reckless negligence and conduct in the cementing

of the well and well cap;

B. Its (their) gross, willful, wanton and reckless negligence and conduct in performing other operations aboard the vessel Deepwater Horizon;

C. Other acts of negligence and fault which may be shown through discovery or at trial;
and

D. Generally, the failure of this (these) defendant(s) to act with the required degree of care commensurate with the existing situation.

10.

Plaintiff shows that the accident and resulting injuries and damages sued upon were also the direct and proximate result of the negligence, strict liability and fault of Cameron which negligence, strict liability and fault is listed more particularly, but not exclusively, as follows:

A. Its defective, unreasonably dangerous and negligent design, manufacture, marketing and sale of the BOP and associated piping and equipment;

B. Its negligent failure to properly test said equipment;

C. Its negligent failure to properly instruct and/or warn regarding said equipment;

D. Its negligent failure to properly train regarding the safe use of its equipment;

E. Its gross, willful, wanton and reckless conduct and negligence, as stated above;

F. Other items of strict liability, negligence and fault which may be shown through discovery or at trial; and

G. Generally, the failure this defendant act with the required degree of care commensurate with the existing situation.

11.

Plaintiff specifically pleads the doctrine of *res ipsa loquitur* inasmuch as the defendants herein owned and had custody and control of the rig where the accident and explosion occurred and the accident and explosion could not have occurred absent the negligent conduct of one or both of the defendants herein.

12.

Plaintiffs are citizens of the State of Louisiana, who earn their livelihood as commercial fishermen in and around the Gulf of Mexico and in the “coastal zone” [as that term is defined in 43 U.S.C. § 1331(e)] and as a result of the events described herein, they have suffered damages consisting of but not limited to closure of and permanent damages to the breeding grounds, hatcheries and general habitats of all species which are subject to plaintiffs’ occupations as commercial fishermen, thereby preventing them from the pursuit of their livelihoods and thereby causing injury including but no limited to the following pecuniary, non-pecuniary, punitive damages, attorney fees , costs, interest, and all other relief generally equitably available in the premises.

13.

Defendant ABC Insurance Company had in full force and effect, at all pertinent times herein, including the date of the accident sued upon, a policy of liability insurance or protection and indemnity coverage insuring and covering defendant Transocean for and against liability of the nature alleged herein.

14.

Defendant DEF Insurance Company had in full force and effect, at all pertinent times herein including the date of the accident sued upon, a policy of liability insurance or protection and indemnity coverage insuring and covering defendant Transocean Offshore for and against liability

of the nature asserted herein.

15.

Defendant GHI Insurance Company had in full force and effect, at all pertinent times herein including the date of the accident sued upon, a policy of liability insurance or protection and indemnity coverage insuring and covering defendant Transocean Deepwater for and against liability of the nature asserted herein.

16.

Defendant JKL Insurance Company had in full force and effect, at all pertinent times herein including the date of the accident sued upon, a policy of liability insurance or protection and indemnity coverage insuring and covering defendant BP for and against liability of the nature asserted herein.

17.

Defendant MNO Insurance Company had in full force and effect, at all pertinent times herein including the date of the accident sued upon, a policy of liability insurance or protection and indemnity coverage insuring and covering defendant BP Products for and against liability of the nature asserted herein.

18.

Defendant PQR Insurance Company had in full force and effect, at all pertinent times herein including the date of the accident sued upon, a policy of liability insurance or protection and indemnity coverage insuring and covering defendant Halliburton Energy for and against liability of the nature asserted herein.

19.

Defendant STU Insurance Company had in full force and effect, at all pertinent times herein including the date of the accident sued upon, a policy of liability insurance or protection and indemnity coverage insuring and covering defendant Halliburton for and against liability of the nature asserted herein.

20.

Defendant XYZ Insurance Company had in full force and effect, at all pertinent times herein including the date of the accident sued upon, a policy of liability insurance or protection and indemnity coverage insuring and covering defendant Cameron for and against liability of the nature asserted herein.

21.

Plaintiffs bring this action on behalf of themselves and all others similarly situated, who are members of the following Class:

All individuals and entities (both natural and juridical) in the State of Louisiana, which are commercial fishermen, shrimpers, charter boat operators, and /or businesses which incur economic losses as a result of the oil spill from the Deepwater Horizon well.

22.

The proposed Class is so numerous that joinder is impractical. The disposition of the claims asserted herein through this class action will be more efficient and will benefit the parties and the Court.

23.

There is a well-defined community of interest in that the questions of law and fact common to the Class predominate over questions affecting only individual Class members and include, but are not limited to, the following:

- A. Whether Defendants caused and/or contributed to the fire, explosion and oil spill;
- B. Whether Defendants' actions were negligent;
- C. Whether the fire, explosion and oil spill have caused environmental or other damage;
- D. The amount of damages Plaintiffs and the Class Members should receive in compensation.

24.

Plaintiffs and the Class Members have suffered similar harm as a result of Defendants' actions.

25.

Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class because their interests do not conflict with the interests of the Class Members they seek to represent. Plaintiffs have no claims antagonistic to those of the Class. Plaintiffs have retained counsel competent and experienced in complex class actions and maritime and environmental litigation.

26.

A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome to this Court in which individual litigation of thousands of cases would proceed. Individual litigation presents a potential for inconsistent or contradictory judgments, and the prospect of a race for the courthouse and an inequitable allocation of recovery among those with equally meritorious claims.

Individual litigation increases the expenses and delay to all parties and the court system in resolving the legal and factual issues common to all claims related to the Defendants' conduct alleged herein. By contrast, a class action presents far fewer management difficulties and provides the benefit of a single adjudication, economies of scale, and comprehensive supervision by a single court.

27.

The various claims asserted in the action are also certifiable under the provisions of Rules 23(b)(1) and/or 23(b)(3) of the Federal Rules of Civil Procedure.

28.

The prosecution of separate actions by thousands of individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members, thus establishing incompatible standards of conduct for Defendants.

29.

The prosecution of separate actions by individual Class Members would also create the risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of the other Class Members who are not parties to such adjudications and would substantially impair or impede their ability to protect their interests.

30.

The questions of law or fact common to the Members of the Class predominate over any questions affecting only individual Members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Plaintiffs are entitled to and demand trial by jury.

WHEREFORE Plaintiffs, William D. Gregoire, Veronica G. Stelly, Toby J. Stelly,, and the Class members pray as follows:

- A. That an order be issued, certifying the class for the purpose of going forward with any one or all of the causes of action alleged herein; appointing Plaintiffs as Class Representatives; and appointing undersigned counsel as counsel for the Class;
- B. That after due proceedings are had, there be judgment in their favor and against defendants, Transocean, Ltd.; Transocean Offshore Deepwater Drilling, Inc.; Transocean Deepwater, Inc.; BP, PLC; BP Products North America, Inc.; BP Exploration & Production, Inc.; Halliburton Energy Services, Inc.; Halliburton Company; Cameron International Corporation; ABC Insurance Company; DEF Insurance Company; GHI Insurance Company; JKL Insurance Company; MNO Insurance Company; PQR Insurance Company; STU Insurance Company and XYZ Insurance Company, for compensatory, punitive, exemplary, and other appropriate damages with legal interest thereon from date of loss until paid for all costs of these proceedings.
- C. For all other relief as may be just and equitable in the premises and trial by jury.

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