

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

GARY BIRDSALL

*** CIVIL ACTION**

VERSUS

*** NO.**

*** SECTION**

BP AMERICA PRODUCTION COMPANY

*** MAGISTRATE**

COMPLAINT FOR BREACH OF CONTRACT
REGARDING VESSELS OF OPPORTUNITY

NOW INTO COURT, through undersigned counsel, comes plaintiff, Gary Birdsall, a person of the full age of majority and a resident of the State of Louisiana, who, for a cause of action, does state as follows:

I.

Defendant, BP America Production Company, a foreign corporation licensed to do and doing business in this judicial district.

II.

Venue is proper within this judicial district.

III.

This Court has jurisdiction over this matter pursuant 28 U.S.C. §1333, federal question, this being a claim under the General Maritime Law of the United States and whereas there is

complete diversity of the parties and an amount in controversy exceeding \$75,000 pursuant to 28 U.S.C. ¶1332.

IV.

On or around May 26, 2010, plaintiff, Gary Birdsall, individually, entered a Master Vessel Charter Agreement with defendant, BP America Production Company, wherein defendant agreed to employ plaintiff's vessels as part of the Gulf of Mexico cleanup effort following the tragic rig explosion and oil spill occurring on April 20, 2010.

V.

Plaintiff provided his vessels and crew and made available on a standby basis vessels and crew as part of defendant's cleanup effort pursuant to the terms of the parties' contract.

VI.

While performing work for the defendant, plaintiff's vessel sustained damages for which defendant is responsible pursuant to the terms of the Master Vessel Charter Agreement and submitted a detail claim for payment of those damages to defendant.

VII.

Despite amicable demand, defendant has refused to make payment.

VIII.

This suit is brought pursuant to the General Maritime Laws of the United States and/or Louisiana state law, made applicable to this dispute pursuant to the choice of law provisions contained in the parties' contract.

IX.

Plaintiff seeks all damages and amounts reasonable in the premises, including all consequential damages resulting directly or indirectly from defendants' failure to pay.

X.

Plaintiff further seeks an award of attorney's fees to the extent allowed by law.

WHEREFORE, plaintiff prays that after due proceedings had, there be judgment rendered herein in his favor and against defendant, in the amount set forth above, for attorney's fees, for all costs incurred, for interest from the date of judicial demand until paid in full, and for any and all other relief to which they are entitled.

Respectfully submitted:

/s/ Wm. David Coffey

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