

No. 23A364

IN THE SUPREME COURT OF THE UNITED STATES

BP AMERICA PRODUCTION COMPANY; HILCORP ENERGY COMPANY;
AND SHELL OIL COMPANY,
Applicants,

v.

PARISH OF CAMERON, LOUISIANA;
STATE OF LOUISIANA, EX REL. JEFF LANDRY, ATTORNEY GENERAL;
STATE OF LOUISIANA, THROUGH THE NATURAL RESOURCES OFFICE OF COASTAL
MANAGEMENT AND ITS SECRETARY THOMAS M. HARRIS; CHEVRON U.S.A. INC.;
TEXAS PACIFIC OIL COMPANY, INC.; AND TEXAS PETROLEUM INVESTMENT COMPANY,
Respondents.

On Application for an Emergency Stay of the Ruling of the
38th Judicial District Court for the Parish of Cameron, Louisiana

**RESPONSE IN OPPOSITION TO
APPLICATION FOR AN EMERGENCY STAY**

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BACKGROUND

This lawsuit was filed by Cameron Parish in 2016 under Louisiana’s State and Local Coastal Resources Management Act of 1978, La. R.S. 49:214.21 *et seq.* (“SLCRMA”). Shortly after suit was filed, the Secretary of the Louisiana Department of Natural Resources (“LDNR”) and the Louisiana Attorney General intervened.

In 1972, Congress enacted the Coastal Zone Management Act (“CZMA”)¹ “to entice coastal states to use their traditional authority over land use to further the national interest in comprehensive coastal management,”² and “to enhance state authority by encouraging and assisting the states to assume planning and regulatory powers over their coastal zones.”³ The CZMA allows states with approved coastal programs a large measure of control over federal land use, and over private land use subject to federal permitting.⁴ Louisiana’s coastal management program, which includes the SLCRMA and its implementing regulations, was federally approved in 1980.

Under the SLCRMA, the “secretary [of LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program may bring such injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the coastal zone for which a coastal use permit has not been issued

¹ 16 U.S.C. §1452(1).

² Ann E. Carlson, Andrew Mayer, *Reverse Preemption*, 40 Ecology L.Q. 583, 596 (2013).

³ S. Rep. No.92-753, at 1 (1972), reprinted in 1972 U.S.C.C.A.N. 4776.

⁴ Carlson and Mayer, *supra*, at 596-97.

when required or which are not in accordance with the terms and conditions of a coastal use permit.”⁵ Respondent Cameron Parish is a “local government with an approved [coastal] program.”⁶ Respondents LDNR and the Louisiana Attorney General are also statutory enforcers.

Suits under the SLCRMA are governed by a mandatory venue provision which provides that “[a]ny action pursuant to this Section, whether criminal or civil, must be brought in any parish in which the use or activity is situated.”⁷ Despite this provision, Applicants’ motion to transfer venue sought to transfer venue “to a parish outside the coastal zone in which no party is domiciled.”⁸ Twenty of Louisiana’s sixty-four parishes are located in the coastal zone.

The SLCRMA regulates “uses” of the coastal zone.⁹ Cameron Parish filed eleven separate SLCRMA suits. The petition in each suit contains a case-specific map of an “Operational Area” that delineates the boundaries within which alleged SCLRMA violations occurred. The relief claimed in each case is limited to the damage and land loss caused by violations of the SLCRMA resulting from “uses” within the mapped “Operational Area.” Despite these express geographic case-specific limitations,

⁵ La. Rev. Stat. Ann. § 49:214.36(D).

⁶ *Id.*

⁷ La. Rev. Stat. Ann. § 49:214.36(G). The present suit is strictly a civil action.

⁸Exhibit 1, excerpt of Memorandum in Support of Defendants’ Motion for Change of Venue, p. 20.

⁹A “use” is defined as follows: “Use’ shall mean any use or activity within the coastal zone which has a direct and significant impact on coastal waters.” La. Rev. Stat. Ann. § 49:214.23.

Applicants allege that *all* potential jurors in Cameron Parish have a “personal and financial interest” in the outcome of all eleven cases,¹⁰ and that this alleged personal interest violates their due process rights (even though the SLCRMA does not authorize “*personal*” claims), and overwhelms any legislative intent in enacting a mandatory venue provision.

There is no evidence in the record that Cameron Parish residents are biased against Applicants on account of their personal, financial or other interests in the outcome of this case. Applicants attempted to demonstrate bias by offering a hodgepodge of published statements of politicians, lawyers, teachers, and government officials, statements of some residents, out-of-context statements of Plaintiff’s counsel, and even evidence of eighth grade and high school projects.¹¹ Applicants argue that this evidence shows that Cameron’s residents have been “told” they have personal and financial interests in the outcome of this case. But this argument altogether ignores abundant evidence of widely publicized industry-friendly statements and publications claiming the Parish’s SLCRMA claims are unfounded. In a recent election, five of the seven members of the parish governing authority (the parish “Police Jury”) who supported the Parish’s SLCRMA suits were removed from office.

The SLCRMA claims alleged in this suit can be brought only by the “secretary [of LDNR], the attorney general, an appropriate district attorney, or a local government with an approved program.” Any money damages awarded *must* be used

¹⁰ Application For An Emergency Stay, Appendix, Ex. 27, p. vi and p. 8.

¹¹*Id.*, at pp. 14-15 (footnotes).

for “integrated coastal protection, including coastal restoration, hurricane protection, and improving the resiliency of the coastal area.”¹² No potential Cameron juror has the right to urge claims under the SLCRMA, and thus no potential juror has any “direct, personal, substantial, pecuniary interest” in the outcome.¹³

In their *certiorari* application in the Louisiana Supreme Court, Defendants **admitted** they did not “question the integrity, honesty, or capability of Cameron Parish residents.”¹⁴ They emphasized in oral argument in the state district court that “We’re not arguing that oil and gas companies can’t get a fair trial in Cameron. We’re not arguing that. We’re not arguing that Cameron jurors can’t listen carefully to the evidence and weigh the credibility of the witnesses. We’re not arguing that.”¹⁵ But what Defendants *did argue* in district court is this: “And there are jurors who would do their best to try to decide the case fairly, but the law says, you know, that’s not the test. We don’t try to find jurors who can sit and be fair and impartial. That’s not the test. It’s – we take into account what the case is about and what the jurors are likely to believe and conclude. That’s what the law tells us.”¹⁶ Not only does the “law” say no such thing, but Applicants offer *no evidence* about what Cameron jurors as a whole are “likely to believe,” and no evidence that the potential jurors are inherently biased. To

¹² La. R.S. 49:214.36(O)(2).

¹³ *Tumey v. State of Ohio*, 273 U.S. 510, 523 (1927).

¹⁴ Application For An Emergency Stay, Appendix, Ex. 27, p. 3.

¹⁵ Exhibit 2, excerpts of Transcript of Hearing on April 19, 2023, p. 6.

¹⁶ *Id.*, p. 25.

the contrary, there is substantial evidence that Cameron's residents are decidedly not of a single mind.

Oil and gas defendants have frequently prevailed in environmental jury trials in smaller Louisiana parishes, especially in parishes like Cameron and other parishes with a long history of oil and gas activity and employment. In *Clark, et al. v. Wagner Oil Co., Apache Corp., and BP America, Inc.*, a Cameron Parish jury returned a verdict in favor of the oil company defendants who were alleged to have caused environmental damage. The Cameron jury determined that there was no "environmental damage," no breach of contract, and no evidence to support tort or exemplary damages. Of particular relevance to the present SLCRMA regulatory enforcement action, the jury even refused to award damages to remediate the polluted property to Louisiana regulatory standards.¹⁷ The jury's verdict was rendered just three years after the catastrophic Deepwater Horizon explosion, and a year after BP pled guilty to criminal charges. Notwithstanding BP's egregious conduct in the Deepwater Horizon catastrophe, the jury evaluated the conduct of BP as it related only to the facts of the case.

Of particular importance to this case, the Lower Cameron Hospital Service District, a political subdivision of the Parish that operates the *only* hospital in the parish, was a plaintiff in *Clark*. Yet, the Cameron jury rendered a defense verdict notwithstanding the fact that the hospital was cash-strapped and that the potential

¹⁷ Exhibit 3, *Clark, et al. v. Wagner Oil Co., Apache Corp., and BP America, Inc.*, No. 10-18866, 38th Judicial District Court, State of Louisiana, Parish of Cameron, Verdict Form.

taxpayers of the Parish would have directly benefitted from a verdict in favor of the hospital district. The *Clark* verdict alone provides clear and convincing evidence that a jury can be seated in Cameron Parish without violating due process.¹⁸

Ultimately, the state district judge in this case concluded that there was insufficient evidence to justify a transfer of venue:

Under Code of Civil Procedure Article 122 and the due process clause of the United States and the Louisiana Constitutions, the defendants have not shown that they, quote, cannot obtain a fair and impartial trial because of the undue influence of an adverse party, prejudice existing in the public mind, or some other sufficient cause, closed quotes. Only through the complete process of *voir dire* will one be able to establish whether a fair and impartial jury can be impaneled in Cameron Parish to hear this particular case. The Court is not unaware of the difficulty and the time consuming process that this will take due to the uniqueness of this parish and the allegations made in this case. However, the Court will take every precaution to ensure that the *voir dire* process will be fair to all parties. Application For An Emergency Stay, Appendix, Ex. 1.

This denial of Applicants' motion for transfer of venue constitutes an interlocutory judgment that can be reversed by the district court "at any time."¹⁹ The district court's ruling leaves the door open for a second venue challenge based on *voir dire*, and also supervisory review of the trial court's ruling on this second venue challenge.²⁰ The Louisiana Supreme Court has not hesitated to exercise its supervisory jurisdiction in

¹⁸ Other examples of zero verdicts in legacy cases are: *Hero Lands Co., L.L.C. v. Chevron U.S.A. Inc.*, 2022-0383 (La. App. 4 Cir. 5/22/23), 2023 WL 3579049 (jury awarded no private damages on all four tracts at issue in Plaquemines Parish); *Meaux v. Hilcorp Energy Co.*, 2009-591 (La.App. 3 Cir. 12/9/09); 26 So.3d 875, writ denied, 2010-0441 (La. 4/30/10); 34 So.3d 294 (zero verdict in Jeff Davis Parish).

¹⁹Louisiana Code of Civil Procedure, art. 1915(B)(2).

²⁰*Land v. Vidrine*, 62 So. 3d 36 (La. 2011).

ongoing trial proceedings involving jury prejudice.²¹ Any alleged harm resulting from a denial of the present stay request is thus *not irreparable*. Applicants' argument that they "will suffer the irreparable injury of a patently tainted jury venire and a trial before an inherently partial decisionmaker"²² is simply not true.

ARGUMENT

I. THE COURT IS NOT LIKELY TO GRANT THE CERTIORARI PETITION

Applicants argue that the Court is likely to grant the certiorari petition because: (1) the Louisiana Supreme Court's denial of review and the state district court's venue ruling conflict with this Court's precedent; and (2) the Louisiana Supreme Court's denial of review implicates a conflict between the highest courts of several states. Such conflicts do not in fact exist.

The cases decided by this Court that are cited in the petition for certiorari (at 11-17) for the proposition that decisionmakers should not have a pecuniary interest in the outcome of a case all involve decisionmakers with direct, substantial, and measurable pecuniary interests. In *Tumey v. Ohio*, the mayor received payments in addition to his salary in cases where the defendant was found guilty. This Court found the mayor's pecuniary interest violated due process, as the payments were not "minute, remote, trifling, or insignificant."²³ In *Aetna Life Ins. Co. v. Lavoie*, this Court found

²¹*Scott v. Am. Tobacco Co.*, 2001-2498 (La. 9/25/01); 795 So.2d 1176.

²²Application For An Emergency Stay, p. 10.

²³*Tumey v. State of Ohio*, 273 U.S. 510, 532 (1927). This Court in *Tumey* found that the Due Process Clause required disqualification of the mayor-judge "both because of [the mayor-judge's] direct pecuniary interest in the outcome, and because of his official motive to convict and to graduate the fine to help the financial needs of the village." In *Ward v. Vill. of Monroeville, Ohio*, a later "mayor-judge" case where

“Justice Embry's opinion for the Alabama Supreme Court had the clear and immediate effect of enhancing both the legal status and the settlement value of his own case,” and that his interest was “direct, personal, substantial, [and] pecuniary.”²⁴ And in *Caperton v. A.T. Massey Coal Co., Inc.*, this Court found that Blankenship’s contribution of “some \$3 million to unseat the incumbent and replace him with Benjamin” to be so “extreme” as to violate due process.²⁵ *Caperton* obviously involves a direct, substantial and measurable pecuniary interest, whereas there is no competent evidence in this case of any direct, substantial and measurable pecuniary interests. The rulings of the Supreme Court and lower courts in Louisiana thus do not conflict with this Court’s jurisprudence.

The state court cases Applicants allege to be in conflict with the rulings in this case (*see certiorari petition*, pp. 21-26) all involve direct, substantial, and measurable pecuniary interests. In *Beech v. Leaf River Forest Products, Inc.*, the “evidence showed that of the 8,909 residents of George County eligible for jury duty, 750 were plaintiffs in dioxin cases brought against the defendants in this case. Even more were potential class members in a class action against the same defendants.”²⁶ Moreover, the pre-trial

the mayor had *no direct pecuniary interest*, this Court found due process was violated because a “possible temptation” to forget the burden of proof” may exist “when the mayor's executive responsibilities for village finances may make him partisan to maintain the high level of contribution from the mayor's court.” *Ward v. Vill. of Monroeville, Ohio*, 409 U.S. 57, 60 (1972). Here, however, the Cameron jury obviously has no “executive” responsibilities or equivalent powers.

²⁴75 U.S. 813, 824 (1986).

²⁵*Caperton v. A.T. Massey Coal Co., Inc.*, 556 U.S. 868, 884 (2009).

²⁶*Beech v. Leaf River Forest Products, Inc.*, 691 So.2d 446, 450 (Miss.1997).

publicity in the present case pales in comparison to volume and intensity of the pre-trial publicity in *Beech*.

In *Ex parte Monsanto*, a large number of county residents (3500, two thirds the size of Cameron) were plaintiffs who had an indisputable personal financial interest in the outcome. Here, the residents of Cameron Parish have no right to bring SLCRMA claims, and their status as parish residents is at best only indirectly related to the outcome. In *Ex parte Monsanto*, the Court required *proof* regarding the *effect* the widespread publicity in the county. In remanding the venue issue for reconsideration, the Alabama Supreme Court explained that Monsanto must demonstrate “an actual bias or prejudice against Monsanto that would make it impossible for Monsanto to get a fair and impartial trial.”²⁷ Here, Applicants merely assume without evidence that widespread publicity has had a prejudicial effect, while at the same time ignoring their own efforts to sway public opinion, and the likelihood that residents allied with the industry have personal interests inimical to the Parish.

Without discussing due process, the Supreme Court of Minnesota in *Berry v. N. Pine Elec. Co-op.* reversed a denial of a motion to transfer venue filed by an injured plaintiff, finding that the transferee venue was more convenient, and that a fair trial could not be had in the original venue because: (1) the defendant was an R.E.A. cooperative that sold electrical power in the county; (2) approximately 1,300 stockholders were country residents; (3) each co-op customer was required to purchase

²⁷794 So.2d 350, 355.

a membership entitling him to vote at the co-op's annual meetings; (4) a "large percentage" of petit jurors serving the district court between 1946 and 1950 were members and customers"; and (5) plaintiff's parents did "not have a particularly favorable record in Pine county" and "much local prejudice existed against them."²⁸ Needless to say, *Berry* bears little or no resemblance to the facts of the present case.

In *Althiser v. Richmondville Creamery Co.*, the court found that the 126 plaintiffs, their family members, plus a substantial number of other milk producers in the same position as plaintiffs, and their family members, "constitute[d] a not inconsiderable part of the adult population of the 'small rural county' in which the venue was laid and for which the jury list is of but 1,500 names."²⁹ Aside from the fact that Cameron Parish's population is considerably larger than the county population in *Althiser*, a large percentage of the potential jurors in *Althiser* had a direct, substantial, and measurable pecuniary interest in the outcome of the case. By contrast, only the State of Louisiana and the Parish have a direct, substantial and measurable pecuniary interest in the SLCRMA claims at issue here.

Contrary to Applicants' argument, there is no lack of clarity in the due process requirements of a civil jury trial. In defining the objective standards of due process in *Caperton*, this "Court has asked whether, 'under a realistic appraisal of psychological tendencies and human weakness,' the interest 'poses such a risk of actual bias or prejudgment that the practice must be forbidden if the guarantee of due process is to

²⁸*Berry v. N. Pine Elec. Co-op.*, 50 N.W.2d 117, 122-123 (1951).

²⁹*Althiser v. Richmondville Creamery Co.*, 215 N.Y.S. 2d 122 (3d Dep't 1961).

be adequately implemented.”³⁰ Applicants cannot simply presume “a risk of actual bias.” They must prove it.

II. APPLICANTS ARE NOT LIKELY TO SUCCEED ON THE MERITS

Applicants seek to disqualify the entire Cameron jury pool before any juror is summoned for *voir dire*. The state district court correctly concluded that the proper time for determining prospective juror prejudice is during *voir dire*.³¹ Venue transfers based on due process concerns are rare.³² “[E]ven in a case involving outrageous publicity and a ‘carnival atmosphere’ in the courtroom,” the conduct of a proper *voir dire* is “sufficient to guarantee (the defendant) a fair trial”³³ “Statistical evidence or the results of opinion polls are often used to support a pre-*voir dire* request for transfer because of prospective juror prejudice.”³⁴ No such evidence was offered here.

³⁰*Caperton v. A.T. Massey Coal Co., Inc.*, 556 U.S. 868, 883–84 (2009), quoting *Withrow*, 421 U.S., at 47.

³¹See, e.g., *Skilling v. United States*, 561 U.S. 358 (2010)(denying multiple motions to change venue in highly publicized criminal case, finding that *voir dire* would be sufficient to detect jury bias); *United States v. Jones*, 542 F.2d 186, 193 (4th Cir.1976), *cert. denied*, 426 U.S. 922 (1976)(“proper manner for ascertaining whether the adverse publicity may have biased the prospective jurors was through the *voir dire* examination.”); *United States v. Caesar*, 368 F.Supp. 328, 335 (E.D.Wis.1975); *aff’d sub. nom.*, *United States v. Hardin*, 519 F.2d 1405 (7th Cir.1975); *City of Cleveland v. Cleveland Electric Illuminating Co.*, 538 F.Supp. 1240, 1253 (E.D.Ohio, 1980).

³²See, e.g., *Skilling v. United States*, 561 U.S. 358 (2010).

³³*Nebraska Press Ass’n v. Stuart*, 427 U.S. 539, 603 (Brennan, Marshall and Stewart concurring), quoting *Sheppard v. Maxwell*, 384 U.S. 333, 358.

³⁴*N. Indiana Pub. Serv. Co. v. Envirotech Corp.*, 566 F.Supp. 362, 365 (N.D. Ind.1983). The district court in *N. Indiana Pub. Serv. Co.* noted that “there is considerable authority to the effect that the proper time for determining prospective juror prejudice is during *voir dire*,” but found “that deferring a determination of prospective juror bias until *voir dire* is utterly unworkable based on time, energy, and cost considerations.” *Id.* The court denied the motion for transfer, but granted the defendants leave to conduct a statistical survey upon which to re-urge its request to transfer venue. In *Atkins v. Strayhan*, 559 So.2d 26 (La. App. 4th Cir. 5/11/1990), a job applicant filed a racial discrimination action against a law firm and its partners. Defendants moved to transfer venue based on the nature of the allegations. The defendants offered expert testimony and a *Gallup survey of potential Orleans Parish jurors*. Even with this evidence, the trial court denied the motion to transfer venue, stating that “[t]his Court cannot

Rather, sans any statistical evidence, Applicants rely heavily on pro-Parish lawsuit publicity, while ignoring strident, repeated anti-Parish lawsuit publicity sponsored by industry interests.

Applicants argue that they will be denied due process if venue remains in Cameron because Cameron's residents have been "told" they have substantial personal and financial interests in the outcome of this case, and are thus *per se* biased. Defendants attempt to prove that Cameron's residents will believe that a verdict in ***this case***, which involves only a discrete geographic area of the Parish, will remedy parish-wide threats caused by land loss and dangerous storms. To show *before voir dire* that the potential jurors believe that they have a personal and financial interest in the outcome of this case, Applicants must at a minimum show that these potential jurors presently have some knowledge of the nature of the allegations. Yet, Defendants offer *no proof* that any of the public statements or messages cited in their papers were actually received or heard by any significant number of potential jurors, and no proof that any potential juror knows really what *this case* is about. Worse still, they ignore what the oil industry itself has told Cameron Parish residents.

Highly inflammatory publications in both the print and electronic media have condemned the Louisiana coastal lawsuits as frivolous, and have attacked the

believe at this point that an impartial panel of twelve individuals cannot be selected after extensive *voir dire*, careful and liberal challenges of jurors for cause, and the standard peremptory challenges." *Id.* at 27-28.

parish governments and lawyers who have brought them. For example, the Louisiana Mid-Continent Oil and Gas Association (“LMOGA”), as well as the Louisiana Oil & Gas Association (“LOGA”), have published several statements regarding the coastal land loss suits. In August of 2020, LMOGA and LOGA issued the following joint statement:

[W]e will continue to defend against the meritless cases and show why **the lawsuits do nothing for Louisiana’s coast**. These unnecessary and abusive lawsuits continue to be counterproductive to our state, and any effort to restore and protect our coastline. The hundreds of defendants in these suits, made up of thousands of Louisiana families and employees, will continue to do their part in providing reliable energy, economic opportunity, and actual, tangible results for our state’s precious coast. In fact, largely as a result of the industry’s ongoing investments and continued commitment, CPRA will have more projects under construction this year than ever before in our state’s history.³⁵

On March 4, 2021, the presidents of LMOGA and LOGA, issued the following statement:

It is disappointing that some elected officials have sided with plaintiffs’ attorneys in support of job-killing lawsuits and a flawed settlement scheme that could put our coast further at risk.

Through these lawsuits, the government seeks to impose sweeping, retroactive liability on the entire oil and gas industry for activities carried out according to federal laws and regulations decades ago. This misguided attempt to rewrite history and penalize energy producers for legally conducted operations that have been endorsed and incentivized by state and local leaders for nearly a century is a distortion of the law dreamed up and marketed by plaintiffs’ attorneys, presumably to serve their own financial gain.³⁶

³⁵ Exhibit 4, “Louisiana Oil & Gas associations respond to fifth circuit ruling in coastal litigation” (August 10, 2020, updated August 12, 2020).

³⁶ Exhibit 5, Public comments from Louisiana Oil and Gas Association and Louisiana Mid-Continent Oil and Gas Association.

The oil industry employs a substantial number of Cameron Parish residents who likely have personal interests at odds with the interests of the Parish. Throughout the years, Cameron Parish's well-known Louisiana Fur and Wildlife Festival has celebrated the oil industry and voiced its appreciation for the industry's support of the Parish and its residents.³⁷ Just last year, the oil and gas industry partnered with the Rockefeller Wildlife Refuge and the Louisiana Department of Wildlife and Fisheries "to develop and fortify a 20-mile levee system to protect Cameron Parish and act as a first line of defense against storms and rising tides."³⁸ The project was widely publicized, and included videos for residents to "[l]earn how this mutually-beneficial relationship is a perfect example of how the state, industry and environment can come together to support our working coast."³⁹

The cherry-picked scrapbook of publications offered in Applicants' motion to transfer venue in the court below includes a November 19, 2015 article published in the Cameron Parish Pilot, a local newspaper, discussing the coastal lawsuits. The article dedicates three lengthy paragraphs to the oil industry's opposition to the coastal suits, including: (1) a statement by Don Briggs, president of LOGA, stating that the coastal suits create a "legal climate that deters jobs," that it makes "no sense" for the parish to sue "the industry that is providing the majority of high

³⁷ Exhibit 6, September 10, 1998, article "Festival set," and October 7, 2010, article, "Schedule told for the 2011 Fur & Wildlife Festival," *The Cameron Parish Pilot*.

³⁸Exhibit 7, Public comments from Grow Louisiana Coalition.

³⁹ *Id.*

paying jobs in this state,” and that the suits involve a “small group of trial lawyers lining their pockets off the backs of the oil and gas industry”; and (2) a statement by Chris John of LMOGA claiming that “Cameron Parish has been thriving the last few years, mainly thanks to the oil industry who is responsible for over \$18 million in wages of residents and 30% of ad valorem taxes paid. . . . It is getting to the point where oil and gas companies will have to spend more on legal fees than drilling budgets in Louisiana.”⁴⁰

Cameron Parish citizens have been inundated with messaging from local news sources that the oil and gas industry is critical to the durability of their culture and community. State and local representatives quoted in the Cameron Parish Pilot have highlighted that Cameron Parish is “vital to the nation[’s]” oil and gas production,⁴¹ and have emphasized that the people of Cameron Parish “support oil and gas, Creole Nature Trail tourism, and thousands of workers flying out to the Gulf of Mexico oil platforms.”⁴² An article in the Cameron Pilot on what “keeps loyal residents here in spite of storms and loss” explains that “Hackberry is bustling, with more new industry and a growing population. . . . Businesses supporting oil and gas industry and the commercial fishing industry are centered here.”⁴³ The

⁴⁰ Exhibit 8, “Time for Cameron Parish to Control its Own Destiny” by Cyndi Sellers (November 19, 2015), *The Cameron Parish Pilot*.

⁴¹ Exhibit 9, “Congressmen Visit” by Cyndi Sellers (June 1, 2006), *The Cameron Parish Pilot*, Vol. 49-34.

⁴² *Id.* “Congressmen Visit” by Cyndi Sellers (June 1, 2006), *The Cameron Parish Pilot*, Vol. 49-34.

⁴³ Exhibit 10 “What is it about Cameron Parish?” by Cyndi Sellers (September 6, 2012), *The Cameron Parish Pilot*.

Pilot on September 26, 2013, reported that “[t]he governor seemed to be siding with big landowners and, by extension, their environmental attorneys, whom oil execs loathe as the most rapacious of trial lawyers.”⁴⁴

Defendants claim that Cameron’s residents know what this case is about, and that Cameron’s residents have been told, and in fact believe, that they have a substantial personal and pecuniary interest in the outcome of this case. Yet, Applicants offer **no evidence** concerning the extent to which the statements and messages about this case have actually penetrated the “public mind” (words used in Louisiana’s venue transfer statute, La. C.C.P. art. 122). Defendants must show that the “public mind” is in fact a prejudiced mind. But public knowledge is not public prejudice simply because “knowledge is not prejudice.”⁴⁵

What the record evidence actually shows is that Cameron Parish has been exposed to conflicting views concerning the nature of the coastal lawsuits and the importance of the industry for the future of the Parish. Most venue transfers occur in highly publicized criminal cases involving inflammatory news coverage,⁴⁶ whereas successful transfers in civil cases are hen’s teeth rare. Unlike the oil company defendants in this case, serial murderers seldom have access to media consultants that can perhaps level the media playing field. Even if it is eventually

⁴⁴ Exhibit 11, “Local Lawsuits are more to Gov. Jindal’s Liking” by John Maginnis (November 19, 2013), *The Cameron Parish Pilot*.

⁴⁵ *Moschell v. State*, 53 N.J.L. 498, 510; 22 A 50 (Sup. Ct.1891), *aff’d*, 54 N.J.L. 390; 25 A 964 (1892).

⁴⁶ *See, e.g., Rideau v. Louisiana*, 373 U.S. 723 (1963).

shown in *voir dire* that some potential jurors may be prejudiced against one or more of the litigants, the actual bias of a small subset of potential jurors is not enough to justify a change of venue transferring this case from the mandatory venue assigned by the Louisiana legislature.⁴⁷

To be sure, the Louisiana legislature was aware when it enacted the SLCRMA that the claims under La. R.S. 49:214.36(D) would involve land loss and pollution, and that such claims would be filed in the parish where the land loss and pollution occurred under the SLCRMA's mandatory venue provision, La. R.S. 49:214.36(G). And the legislature was certainly aware of the limited population of several coastal zone parishes when it enacted this mandatory venue provision. Concerns about storm damage, land loss, and pollution are not unique to Cameron Parish, and are shared throughout all of the parishes in the coastal zone, and throughout the State for that matter. Storms, land loss and pollution do not respect parish boundaries. If such concerns are deemed sufficient to oust venue in Cameron, the venue in any coastal case becomes problematic, and the mandatory venue statute is effectively repealed based in large part on the *ipsi dixit* of Applicants' lawyers. The Alabama Supreme Court in *Monsanto, supra*, pointedly notes that what "a particular attorney believes" about the prejudice to his client "has no bearing" on the issue of venue.⁴⁸ Applicants' request that this case be transferred to

⁴⁷See *Skilling v. United States*, 561 U.S. 358, 380 (2010).

⁴⁸*Ex parte Monsanto Co.*, 794 So.2d 350, 355 (Ala.2001), quoting *Ex parte Shepard*, 481 So.2d at 1102.

a parish located outside of the coastal zone based on due process grounds in fact constitutes an attack (at least implicitly) on the constitutionality of the mandatory venue statute itself.

The central argument urged by Applicants is that the nature of the recovery sought compels the conclusion that the entire Cameron jury pool has a personal and financial interest in the outcome, and on that basis alone, the entire jury pool should be deemed inherently biased. However, in the absence of *voir dire* evidence, courts have been reluctant to presume personal or financial interest bias based on perceived personal or financial benefits that might redound to the general benefit of the citizens of the venue, or to the customers of public utilities operating in the venue.⁴⁹

Civil jurors in Louisiana are routinely summoned to decide cases in which their own parish government appears as a party. As shown here, this case is no different than any other case where a parish resident is asked to determine an issue involving his or her parish's rights. Jurors are not presumed to have a "personal interest" or "personal stake" in such cases based on the possibility that the parish itself may realize some benefit from the outcome. The SLCRMA mandates that any money damages awarded in this case **must** be used for "integrated coastal protection, including coastal restoration, hurricane protection, and improving the

⁴⁹*Los Angeles Mem'l Coliseum Comm'n v. Nat'l Football League*, 726 F.2d 1381, 1399-1401 (9th Cir.1984); *Virginia Elec. & Power Co. v. Sun Shipbuilding & Dry Dock Co.*, 389 F.Supp. 568 (E.D. Va.1975); *N. Indiana Pub. Serv. Co. v. Envirotech Corp.*, 566 F.Supp. 362 (N.D. Ind.1983); *Pennsylvania Power & Light Co. v. Gulf Oil Co.*, 270 Pa. Super. 514, 411 A.2d 1203 (1979); see also *City of Cleveland v. Cleveland Elec. Illuminating Co.*, 538 F.Supp. 1240 (N.D. Ohio1980).

resiliency of the coastal area.” La. R.S. 49:214.36(O)(2). Louisiana has developed a statutorily mandated “Master Plan” that must incorporate an “integrated coastal protection” systems approach to ensure that expenditures for coastal protection and restoration benefit the state as a whole. *See* La. R.S. 49:214.1, *et seq.* In Applicants’ myopic view of the relief sought in this case, the benefits of a successful recovery are limited to the citizens of Cameron Parish. The truth is the citizens of the coastal parishes surrounding Cameron Parish stand to benefit as much or more from a successful outcome. And certainly it can be said without risk of overstatement (think Katrina and Rita) that each and every citizen of Louisiana would benefit from a successful outcome.⁵⁰

All of the property in Cameron Parish damaged by the SLCRMA violations alleged *in all eleven suits* comprises only approximately eight (8) percent of the entire area of the parish, and that eight percent is, to a large extent, uninhabited. The property damaged by the violations in this case is estimated at two (2) percent of the parish. Considering the significant storm surge frequently suffered by southwest Louisiana parishes, the residents of Calcasieu Parish, which is located directly north of the sparsely populated geographic area of the damaged property at

⁵⁰*Par. of Plaquemines v. Total Petrochemical & Ref. USA, Inc.*, 64 F.Supp.3d 872, 888 (E.D. La.2014)(“Defendants do not and cannot deny that the State is the real party in interest with respect to any claim arising under the CZM Laws that pertains to a use of state concern, and the substantive rights at issue in any such claim are actually those of the State.”).

issue here, are the true beneficiaries of the efforts of Cameron Parish in pursuing this suit.⁵¹

III. IRREPARABLE INJURY AND BALANCE OF EQUITIES

Applicants must show that there exists a “likelihood that irreparable harm will result from the denial of a stay.”⁵² A showing that irreparable harm is possible is not enough.⁵³ Cameron Parish and the State opposed Applicants’ venue transfer motion in the district court on grounds that the Applicants’ motion did not satisfy the requirements of Article 122 of the Code of Civil Procedure, and alternatively, that proof of the grounds of Applicants’ motion could only be derived from a comprehensive *voir dire*. The state district court’s ruling expressly envisions a reconsideration of its venue ruling (if a reconsideration motion is urged) upon completion of *voir dire*, but before the first witness is sworn. The ruling states: “Only through the complete process of *voir dire* will one be able to establish whether a fair and impartial jury can be impaneled in Cameron Parish to hear this particular case.” And even if the district court should deny a re-urged venue motion, Applicants retain the right to again invoke the supervisory jurisdiction of the Louisiana Third Circuit and the Louisiana Supreme Court. This supervisory jurisdiction can be invoked in connection with a re-urged venue motion, or in connection with Applicants’ objections to the court’s rulings during *voir dire* on

⁵¹See map, Exhibit 12.

⁵²*Hollingsworth v. Perry*, 558 U.S. 183, 190 (2010).

⁵³*Nken v. Holder*, 129 S.Ct. 1749, 1753.

challenges for cause. As noted previously, the Louisiana Supreme Court has not hesitated to assert its supervisory jurisdiction to correct due process violations based on jury bias.⁵⁴ Under no circumstance is the complained-of harm “irreparable.”

In arguing that the balance of equities favors a stay, Applicants assert that “[a] stay would not prejudice the Parish’s ability to seek relief or meaningfully exacerbate its alleged injuries.”⁵⁵ The Parish’s injuries have already been “meaningfully exacerbated” by seven years of pointless delays in litigating Applicants’ multiple, baseless federal jurisdictional arguments.

The present case is one of forty-two cases filed by south Louisiana local governmental entities (in this case the Cameron Parish Police Jury) against oil and gas producers for violations of SLCRMA. Like this one, all of the cases allege that the defendant oil and gas producers either failed to comply with permits or, more often, failed to obtain necessary permits.⁵⁶ Each of the cases relates to oil and gas production operations in specific geographic areas. The current case relates to

⁵⁴*Scott v. Am. Tobacco Co.*, 2001-2498 (La. 9/25/01); 795 So.2d 1176.

⁵⁵Application For An Emergency Stay, p. 21.

⁵⁶SLCRMA, which took full effect in 1980, exempted “[i]ndividual specific uses legally commenced or established prior to the effective date of the coastal use permit program” from being subject to coastal use permitting requirements. La. R.S. 49:214.34(C)(2). The plaintiff and intervenors, however, contend that multiple actions of the defendants, such as illegally discharging produced water (an extremely saline component of oil and gas production that kills vegetation) were not “legally commenced or established,” and thus required permitting once the program went into effect in September 1980. The defendants did not obtain such permits. This is the source of the complaint, at Application for Emergency Stay, p. 5, that the plaintiffs “challeng[e] operations that preceded the law’s enactment for many decades”

production in the East and West Hackberry Fields in Cameron Parish.⁵⁷ These fields are in the extreme northernmost parts of Cameron Parish, and prior to oil and gas production, they consisted of healthy fresh or brackish water marsh. Today, they are open water.

The first of these cases were filed in 2013 by governing bodies of Plaquemines and Jefferson Parishes; the present case was filed in early 2016. The oil and gas industry's response to this litigation has been denial, deflection, and delay. The cases were first removed based on a plethora of jurisdictional theories. All the cases were stayed pending a decision in a lead case. In that case, *Parish of Plaquemines v. Total Petrochemical & Refining USA*,⁵⁸ Judge Zainey rejected all of the defendants' jurisdictional arguments. The Western District ultimately agreed, and all the cases were eventually remanded.

After a trial was scheduled in a Plaquemines Parish case, the defendants removed all the cases for a second time in 2018. This time, based upon an expert report, they claimed that their activities during World War II⁵⁹ were at the direction of federal officers, namely, the Petroleum Administration for War, and that they were thus entitled to removal under 28 U.S.C. § 1442. Again, all the cases were stayed in favor of a single lead case. Notably, a number of the cases involved oil and

⁵⁷ The geographical focus of the suits is reflected in the fact that, of over one hundred separate oil and gas fields in Cameron Parish, the pending SLCRMA litigation encompasses only twenty of them.

⁵⁸64 F. Supp. 872 (E.D. La. 2014).

⁵⁹ As noted above, fn. 55, the only relevance of this activity is whether it was commenced legally so as to exempt it from permitting requirements after September 1980.

gas fields that were not developed until well after World War II – and thus did not, as a matter of fact, even meet the defendants’ removal criteria – but these cases were stayed as well, and the district courts refused to lift the stays and remand those non-war cases to state court.

Eventually, Judge Summerhays in the current case, 420 F.Supp. 532 (W.D. La. 2019), and Judge Feldman in *Parish of Plaquemines v. Riverwood Production Co.*, 2019 WL 2271118 (E.D. La. May 28, 2019), both held that the second removal was likewise without merit, because the cases involve exploration and production, and the federal regulations and contracts were limited to refining. Pursuant to 28 U.S.C. §1447(d), however, their remand orders were appealable, and the defendants appealed them, and stays were maintained. (Notwithstanding these determinations on jurisdiction, the district courts denied reurged motions to lift the stays in post-war cases.) The Fifth Circuit, despite having a complete record on the federal officer issue, remanded the case to the district court for reconsideration of the issue in light of its *en banc* decision in *Latiolais v. Huntington Ingalls, Inc.*⁶⁰ Judge Feldman, finding that the *Latiolais* decision had no bearing on the issues in this case, again ordered remand. Eventually, the Fifth Circuit affirmed that decision. There remain, however, several cases in federal court, in which the defendants have seized upon a single line of dicta to carve out a distinction that they claim gives the federal courts removal jurisdiction in those cases. Of course, those cases were all

⁶⁰ 951 F.3d 286 (5th Cir.2020).

stayed as well, even though the district courts have uniformly held that they lack jurisdiction. In its most recent pronouncement in these cases, *Plaquemines Parish v. Chevron USA*, 84 F.4th 362 (5th Cir. 2023), the Fifth Circuit reversed one of the stay orders. In setting forth the history of the litigation, the Fifth Circuit agreed with Judge Feldman’s ruling after remand of the second removal:

On remand, Judge Feldman agreed with Plaquemines Parish at oral argument that it was “bordering on absurd” that jurisdictional litigation had delayed these cases for so long. He then added, “Frankly, I think it’s kind of shameful.” That very same day, he reaffirmed his previous remand order, finding “[f]or a third time,” that “these cases” do not “belong in federal court.” *See Riverwood II*, 2022 WL 101401, at *1, *10.⁶¹

It is against this backdrop that Applicants yet again plead for even more delay.

The harms that will be suffered by the Parish and State by the grant of an emergency stay far outweigh any harms Applicants may allegedly suffer as consequence of the state district court’s decision to await a final determination of venue pending a true test of Applicants’ bias claims in *voir dire*. The protection of Louisiana’s coast is now a matter of extreme urgency,⁶² and the State and Parish are presently engaged in deploying all appropriate legal means to acquire the resources necessary to manage this crisis. In fact, Louisiana’s stated public policy declared in the SCLRMA itself is “[t]o protect, develop, and, where feasible, restore or enhance the resources of the state’s coastal zone, and “[t]o support sustainable development in the coastal zone that accounts for potential impacts from hurricanes

⁶¹84 F.4th at 368.

⁶²*See* Affidavit of John Day, Exhibit 13.

and other natural disasters and avoids environmental degradation resulting from damage to infrastructure caused by natural disasters.”⁶³

In another case brought by a state concerning the failure of oil and gas producers to comply with their legal obligations, and the alleged bias or prejudice of state citizens who might sit as potential jurors, the Ninth Circuit Court of Appeals stated:

[T]his case also implicates other serious issues, such as a state’s sovereign interest in its courts, the need to prevent the federal system from being used as a strategic forum for delay, and litigants’ interest in the speedy resolution of cases. Federal courts have long hesitated to interfere with on-going state litigation, and have repeatedly recognized the dangers of doing so. Given the disruptive effect of allowing parties to transform every challenge to a state tribunal into a federal due process claim, we will not lightly interfere with pending state litigation.

Exxon Corp. v. Heinze, 32 F.3d 1399, 1403 (9th Cir. 1994) (citations omitted). The court there ultimately concluded that the defendant’s claims of due process violations arising out of potential juror bias or prejudice were not ripe for decision. The same result should be reached here. The State seeks a timely trial of a suit filed in one of its own courts under its own laws.

⁶³La. R.S. 49:214.22 (1) and (8), entitled “Declaration of Policy.”

Dated: November 2, 2023

Respectfully submitted,

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No. 23A364

IN THE SUPREME COURT OF THE UNITED STATES

BP AMERICA PRODUCTION COMPANY; HILCORP ENERGY COMPANY;
AND SHELL OIL COMPANY,
Applicants,

v.

PARISH OF CAMERON, LOUISIANA;
STATE OF LOUISIANA, EX REL. JEFF LANDRY, ATTORNEY GENERAL;
STATE OF LOUISIANA, THROUGH THE NATURAL RESOURCES OFFICE OF COASTAL
MANAGEMENT AND ITS SECRETARY THOMAS M. HARRIS; CHEVRON U.S.A. INC.;
TEXAS PACIFIC OIL COMPANY, INC.; AND TEXAS PETROLEUM INVESTMENT COMPANY,
Respondents.

On Application for an Emergency Stay of the Ruling of the
38th Judicial District Court for the Parish of Cameron, Louisiana

APPENDIX OF EXHIBITS

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EXHIBIT 1

38TH JUDICIAL DISTRICT COURT FOR THE PARISH OF CAMERON

STATE OF LOUISIANA

DOCKET NO. 10-19582

DIV. "A"

THE PARISH OF CAMERON

VERSUS

AUSTER OIL AND GAS, INC., ET AL.

FILED: _____

DEPUTY CLERK

MEMORANDUM IN SUPPORT OF DEFENDANTS'
MOTION FOR CHANGE OF VENUE

MAY IT PLEASE THE COURT:

Defendants Shell Oil Company, BP America Production Company, Hilcorp Energy Company, Chevron U.S.A. Inc., Chevron Pipe Line Company, Honeywell International, Inc., and Kerr-McGee Oil and Gas Onshore LP, move for a change of venue under Article 122 of the Louisiana Code of Civil Procedure and the due process clauses of the federal and Louisiana constitutions. Under federal and Louisiana law, a change of venue is appropriate when a Defendant cannot obtain a fair trial in the current forum. Specifically, the Louisiana Code of Civil Procedure provides for a change of venue when any party shows "sufficient cause" that he "cannot obtain a fair and impartial trial." La. Code Civ. Proc. art. 122. And the due process promises of the federal and Louisiana constitutions likewise guarantee defendants an impartial fact finder. *See* U.S. Const. amend. XIV, § 1; La. Const. art. I, § 2; *see also* *Gentile v. State Bar of Nevada*, 501 U.S. 1030, 1075 (1991); *Wilson v. City of New Orleans*, 479 So. 2d 891, 901 (La. 1985). Here, the nature of Plaintiffs' claims, coupled with their messaging about this lawsuit, has created a serious risk of an unfair trial.

Plaintiffs' theory is that Defendants violated a 1980 permitting statute. Plaintiffs' allegations in this and related cases are the first of their kind under this statute, claiming that Defendants' violations are to blame for land loss and an increased risk of hurricane damage in

enough that twelve unbiased jurors may be found in the county to try” the defendant because “a fair trial means . . . in addition to the right to be tried by such individual jurors, the right to be tried in an atmosphere” in which the public is not biased) (citations omitted). This concern is heightened in small communities where courts have found that the risk of community prejudice overrides jurors’ representations that they can be impartial. *See, e.g., Irvin*, 366 U.S. at 727-28.

Unsurprisingly, residents of Cameron Parish perceive common threats to themselves and to their Parish from coastal erosion—concerns reinforced by state and local representatives, the media, *and Plaintiffs*. These shared concerns create a constitutionally untenable risk that residents will be unable to view the case objectively. Defendants are not casting aspersions—no individual could put aside those concerns as irrelevant to themselves and their community. That is why venue should be changed to a parish where the residents do not have these same concerns.

IV. Conclusion

There is a serious risk that the residents of Cameron Parish will view themselves as interested in the outcome of this lawsuit. Political and media statements have repeatedly asserted that the financial interests of Cameron Parish residents and their ability to remain in the Parish are tied to coastal restoration.⁷⁶ Plaintiffs have fueled these beliefs through their pleadings and out-of-court statements. Under these circumstances, there is a serious risk that the limited jury pool will view themselves as interested in the outcome of this lawsuit creating an unfair trial. This risk constitutes “sufficient cause” for a change of venue under La. Code Civ. P. art. 122, and it independently warrants a change of venue to prevent federal and state due process violations. The Court should therefore grant this motion and transfer the case to a parish outside the coastal zone in which no party is domiciled.

⁷⁶ *E.g.*, August 22, 2021, article, “‘No Way to Keep Up’: Efforts to Rebuild Coastline in Cameron Parish May Be Unwinnable Fight”, *The Advocate*, Ex. E., *in globo*, E-160-169 (noting Cameron Parish residents often take coastal restoration personally, “as do many others choosing to stick it out in a part of Louisiana fighting the tides, literally and figuratively,” and quoting resident: “‘It’s about the cultural tapestry that’s here. . . . For me, it’s not just about the patchwork of coastal restoration and protection projects. It’s about a way of life.’”).

EXHIBIT 2

IN THE THIRTY-EIGHTH JUDICIAL DISTRICT COURT
IN AND FOR THE PARISH OF CAMERON
STATE OF LOUISIANA

THE PARISH OF CAMERON

VERSUS : DOCKET NO. 10-19582

AUSTER OIL & GAS, INC.,
ET AL

HEARING

Evidence adduced and proceedings had in the above-numbered and entitled cause at Cameron, Louisiana, on the 19th day of April, 2023, at 10:02 a.m., before the HONORABLE PENELOPE RICHARD, Judge of the Thirty-Eighth Judicial District Court in and for the Parish of Cameron, State of Louisiana.

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1 PROCEEDINGS:

2 THE COURT:

3 Good morning, everyone.

4 ATTORNEYS' RESPONSE:

5 Good morning, Your Honor.

6 THE COURT:

7 This is the matter of The Parish of Cameron
8 versus Auster Oil & Gas, et al., Docket
9 Number 10-19582. The defendants had filed a
10 motion for change of venue in this matter.

11 I see there's a lot of attorneys. Are just
12 the attorneys at the table making appearances or
13 is everyone making an appearance?

14 MR. MAZZONE:

15 Your Honor, my name is Michael Mazzone and
16 I'm going to argue the motion. So I don't know
17 if others are going to appear or not. But I'm
18 -- I'm planning to argue the motion on behalf of
19 the moving defendants.

20 THE COURT:

21 All right, Mr. Mazzone.

22 MR. MUDD:

23 Yes, ma'am. Your Honor, for the record,
24 Chad Mudd appearing on behalf of The Cameron
25 Parish Police Jury. I have with me Vic
26 Marcello, as well as Mr. Donald Price is here,
27 Your Honor, on behalf of the State of Louisiana.
28 I'm going to principally argue any and all
29 issues. I may reserve a little bit of time.
30 Potentially, Mr. Marcello may have a comment or
31 two, Your Honor.

32 MR. MAZZONE:

1 Your Honor, Kelly Becker of the Liskow firm
2 is with me as well on behalf of Shell in -- in
3 this case.

4 THE COURT:

5 All right. Mr. Mazzone, you may proceed.

6 MR. MAZZONE:

7 Thank you, Your Honor. May I use the
8 podium, Your Honor?

9 THE COURT:

10 Yes, you may.

11 MR. MAZZONE:

12 Good morning, Judge.

13 THE COURT:

14 Good morning.

15 MR. MAZZONE:

16 As I said, I'm -- I'm Michael Mazzone and
17 Kelly Becker here for Shell. And I'm going to
18 argue on behalf of the moving defendants.

19 Judge, the essence of the motion is that
20 because of how Cameron Parish has pled its case
21 and because of the Parish's publically stated
22 goals in this lawsuit and because of how we
23 expect the case to be tried based on comments by
24 the parish and its lawyers and others, Cameron
25 jurors will reasonably believe that they have a
26 vested interest in the outcome of this case and
27 that they are interested in the case in the way
28 parties are interested in their own cases.

29 As I'm about to explain, Judge, the evidence
30 in support of this motion is striking and
31 substantial and the legal basis is solid. Now,
32 I have to tell you what we're not arguing

1 because the response addressed a number of
2 arguments that we did not make. So we're not
3 arguing that there's been too much publicity in
4 this case and, therefore, people who might come
5 to serve on a jury know about the issues in the
6 case and know a lot about it. We're not arguing
7 that. We're not arguing that oil and gas
8 companies can't get a fair trial in Cameron.
9 We're not arguing that. We're not arguing that
10 Cameron jurors can't listen carefully to the
11 evidence and weigh the credibility of the
12 witnesses. We're not arguing that. We're not
13 arguing any of those things.

14 We're arguing that this case is unique. The
15 plaintiffs seek damages for land loss. They're
16 claiming that land loss is an existential threat
17 to all of Cameron Parish and a financial threat
18 to the persons who would be called to serve on
19 the jury in this case. That's what we're
20 arguing.

21 Now, so I'd like to show you some -- some of
22 the applicable law here, Your Honor. And I
23 think you have it on your screen as well.

24 THE COURT:

25 Yes.

26 MR. MAZZONE:

27 Okay. So this is a quote from the *Frank*
28 case. That's a Louisiana Supreme Court case.
29 It was cited favorably by the plaintiffs in
30 opposition to our motion. Supreme Court has
31 made clear in several cases -- and this is just
32 not a one-off -- there's several of these. This

1 is the quote. "That the defendant must be
2 allowed to show that even if it were possible to
3 select a jury whose members were not subject to
4 a challenge for cause, that there exist
5 prejudice or influences within the community at
6 large that would affect the jury's answers
7 during *voir dire* or that for any other reasons a
8 fair and impartial trial could not be held in
9 the parish." That's the Supreme Court of
10 Louisiana.

11 And in another case, in *Clark*, which is the
12 -- the second blurb on the slide. The Court
13 said, "And the fact that a jury can be selected,
14 that the requisite number of jurors are not
15 subject to a challenge for cause, does not
16 mandate the conclusion that a motion for change
17 of venue was properly denied by the Court.

18 So as I said, these aren't isolated one-off.
19 There's a long series of cases that say it over
20 and over again. Some I have -- *Magee* says it;
21 *Bell* says it; a lot of cases. In these cases,
22 *Clark* and *Frank*, as I said, were cited by the
23 parish favorably in opposition to our motion.

24 So what does this language mean? Well, it
25 means that even if we believe today that we
26 could after a *voir dire* seat 12 jurors who won't
27 be subject to a challenge for cause, this motion
28 should still be granted for the reasons we set
29 out in our motion papers, and I'm going to walk
30 through today. In other words, even if you
31 decided -- I think we can seat 12 jurors who are
32 fair and impartial, that conclusion, that

1 decision, that belief, Judge, doesn't resolve
2 this motion because the grounds for a change of
3 venue are different than the grounds for
4 challenging jurors for cause.

5 And the Supreme Court has said that the
6 concerns of the kind we raise today cannot be
7 resolved by *voir dire*. The Supreme Court has
8 said -- and this is from the *Clark* case --
9 another quote, not on the screen, quote, it is
10 no longer appropriate for a court to only
11 inquire about whether individual jurors could be
12 fair or impartial. That's the *Clark* case, and
13 they were quoting the Supreme Court case *State*
14 *v. Bell*.

15 So that means we don't have to prove that
16 every juror who might show up for jury duty
17 would be bias against a party or in favor of a
18 certain outcome in the case or that the court --
19 it would be impossible for a court to seat a
20 fair and impartial jury. We don't have to prove
21 that.

22 It also means, with -- with all due respect
23 to Judge Clement in Plaquemines Parish who heard
24 a similar motion back in 2018, Judge, that he
25 was clearly wrong. And this was his -- I took
26 it from his reasons for judgment. This is what
27 Judge Clement wrote: "Defendants are
28 essentially asking the Court to assume without
29 adequate proof that every potential juror in
30 this parish is incapable of being unbiased and
31 impartial." That's what he said.

32 Now, that's directly contrary to the Supreme

1 Court cases that I've indicated a minute ago,
2 directly contrary. Because he's saying, where's
3 the proof of actual bias? And the Supreme Court
4 says, we don't -- we don't -- that's the wrong
5 question on a -- on a motion to change -- change
6 venue.

7 Now, he also went on to say that,
8 "Defendants are asking the Court to assume
9 without adequate proof that every potential
10 juror in the parish is incapable of being
11 unbiased and impartial as to the oil and gas
12 industry because of their financial
13 self-interest and the threat of coastal erosion
14 to the residents of the parish."

15 Now, he's made two mistakes here. The first
16 mistake, it was not argued in Plaquemines that
17 jurors couldn't be fair and impartial to oil
18 companies, oil and gas -- and we're not arguing
19 that today. So when Judge Clement said that was
20 the argument, he got it wrong. That's all
21 right. The more important thing is, that he
22 applied the wrong legal standard directly
23 contrary to Louisiana law. So holding a *voir*
24 *dire* -- as -- as good a job as you would do,
25 Judge -- holding a *voir dire* does not resolve
26 the motion. So there's no shortcut to today.
27 We can't just waive our hands and say *voir dire*
28 settles it all. We can't punt to *voir dire*.
29 That doesn't answer this motion.

30 So now let me get into the substance of it
31 now that I think I've cleared the -- the path
32 for this. So I'm aware, Judge, that you have

1 had hearings in two motions to transfer venue in
2 the past, at least legacy cases. And I read the
3 transcripts in both of them. You did one in
4 2012 and 2013, both legacy cases. You may have
5 other ones, I -- I wasn't aware of them, but I
6 did read the transcripts, and they were both
7 legacy cases. I'm going to explain in a minute
8 how this case is so dramatically and materially
9 different than a legacy case. I'm going to walk
10 through that in a second.

11 But -- and so I'm just prefacing that,
12 because this language that I'm about to quote,
13 it's your language from the 2012 *Cameron Parish*
14 *School Board* Case.

15 THE COURT:

16 Oh, goodness.

17 MR. MAZZONE:

18 It was a legacy case. Okay? And it's fine
19 language, Judge. I'm not going to -- I'm not
20 going to --

21 THE COURT:

22 Are you going to embarrass me in front of
23 all these people?

24 MR. MAZZONE:

25 I'm not going to throw you under the bus.

26 THE COURT:

27 Did I apply the wrong legal standard?

28 MR. MAZZONE:

29 No, no, no. I'm not -- I'm not going to
30 throw you under the bus. But I want to preface
31 this. This is the -- what you said in that
32 case. But I want to preface that Exxon made an

1 argument in that case. It's not the argument we
2 made. They basically said, the school board
3 involved, you know, save the children. We kind
4 of, you know, every dollar that the -- the
5 school board gets will help the kids and so we
6 can't have a fair trial in Cameron. That's not
7 our argument. We didn't make that argument.

8 So I wanted to point -- point that out. We
9 make an entirely different argument. So here's
10 your -- here's what you said. And -- and this
11 was -- I -- you know, you denied the motion.
12 This language struck me, Judge, because we're
13 not arguing today that a Cameron jury would not
14 listen to the evidence. We agree with you when
15 you say they -- that you -- you know, the
16 suggestion that you thought they could. We're
17 not arguing they wouldn't weigh the credibility
18 of the witnesses. We agree that they can do
19 that too. We're not arguing that, and we agree
20 with you when you said that.

21 The -- the language that really caught my
22 eye though was, you thought -- you said, there's
23 no evidence that a Cameron jury couldn't render
24 a just verdict. I thought, okay, that's -- what
25 does "just verdict" mean? Because I think this
26 -- that's what this case comes down to. Could
27 they render a just verdict? And it -- and it
28 means, I think, Judge, two things -- or two
29 questions we have to answer to get to that.
30 What's this case really about? What is the
31 relief being sought? What are the claims? What
32 are the allegations? What's the relief sought?

1 And then, what is a just verdict?

2 And I'm going to start with just verdict,
3 because I think -- I don't think this is going
4 to be controversial. A just verdict would be a
5 decision-maker that does some of the things you
6 talked about.

7 You can take the slide down, Kelly, for a
8 second.

9 MS. BECKER:

10 (Ms. Becker complies.)

11 MR. MAZZONE:

12 The things you just talked about -- listen
13 to the evidence, weigh the credibility of the
14 witnesses, and follow the law. So in a jury
15 case, the jury would be following the
16 instructions of the Court. And we believe that
17 Cameron juries can do those things.

18 But there's a second component of a just
19 verdict, and that is that the decision-makers
20 have to be neutral; that is they can't be
21 interested in the outcome of the case directly
22 or indirectly. The United States Supreme Court
23 has said in the *Irvin* case, they -- they
24 described it this way, Judge. The -- the lack
25 of interest that jurors need to have or
26 decision-makers need to have. They call it an
27 attitude of appropriate indifference -- an
28 attitude of appropriate indifference.

29 So you -- could you show the next slide
30 then, Kelly?

31 MS. BECKER:

32 (Ms. Becker complies.)

1 MR. MAZZONE:

2 So that means that potential jurors coming
3 into the case have to be unconcerned and
4 indifferent to the issues in the outcome of the
5 case. You know, other than the interest of, you
6 know, wanting to do a good job when -- you know,
7 whenever they're being asked to do something.

8 Here are some of the -- the things we
9 pointed out in our -- in our motion papers. So
10 in *Murchison*, "No individual can be a judge in
11 his own case or be permitted to try cases where
12 he has an interest in the outcome."

13 But the -- in --- in *Berryhill*, the Court
14 said, "Disqualifying interest need not be direct
15 or positive." That means it can be indirect.

16 In the *Wilson* case, that's the New Orleans
17 boot case, that -- that case says the same
18 thing, it can be indirect. It need only offer a
19 possible temptation not to hold the balance
20 nice, clear and true. That's the disqualifying
21 interest. And that's another Supreme Court
22 case, *Tumey*, "A possible temptation not to hold
23 the balance nice, clear and true."

24 And then in *Andry*, which is a Louisiana
25 case, "Jurors with a pecuniary interest in the
26 outcome of the case are per se incapable of the
27 impartiality required of a juror."

28 I don't think any of this is controversial,
29 Judge. And I think we all agree that this is
30 obviously what -- what is true and what we would
31 expect disinterested jurors to be.

32 So it requires that decision-makers -- who

1 -- are not perceived to be judging their own
2 case and do not believe they are interested in
3 the outcome of the case. Both Louisiana and
4 federal law tell us that decision-makers lack of
5 interest is an essential component of due
6 process.

7 So go to the next one, please, Kelly.

8 MS. BECKER:

9 (Ms. Becker complies.)

10 MR. MAZZONE:

11 So I -- I think the -- the key words here,
12 Judge, my takeaways are, we have to see
13 appropriate indifference, and there can't be any
14 possible temptation. Not probable -- no
15 possible temptation on -- on the part of the
16 jurors.

17 So what is indifference? What does
18 appropriate indifference mean? I -- I looked
19 that up. "Lack of interest or concern." And
20 what are the synonyms?

21 Let's go to that slide.

22 MS. BECKER:

23 (Ms. Becker complies.)

24 MR. MAZZONE:

25 I just put some of the synonyms of this
26 appropriate indifference on the -- on the
27 screen. "Passive, unconcerned, impersonal,
28 apathetic, unmoved, unfeeling, dispassionate,
29 uncaring." When we think about the typical
30 Cameron resident and the opinions and feelings
31 they have about their parish, are these the
32 words that come to mind? I don't think so.

1 And, you know, I -- I don't live here, Judge,
2 but I've been reading the Cameron Pilot back to
3 the *Savoie* days, so I kind of follow what's
4 going on in the parish. I don't think these are
5 the words that describe the typical Cameron
6 resident who would likely be summoned to jury
7 duty in this case.

8 Okay. So with the just verdict in mind,
9 okay, and what that means in mind, let's see
10 what the case is about, according to the parish.
11 Not according to us, but according to the
12 parish. And -- and let's see what the parish
13 and their counsel have said about it. Let's
14 look at the goals of the lawsuit and the relief
15 they're seeking, keeping in mind appropriate
16 indifference and no possible temptation.
17 Because the ultimate question, Judge, raised by
18 this motion is, given the lawsuit and what it's
19 about and what Cameron people believe in, we
20 expect them to believe about their parish. Can
21 we say the jurors will be appropriately
22 indifferent and have -- will have no possible
23 temptation to hold the balance nice, clear, and
24 true. Okay?

25 So I'm going to walk you through what they
26 say in the lawsuit. Now, generally though,
27 Judge -- and this is one of the explanations of
28 why this is not a legacy case, why it's totally
29 different than a legacy case -- the defendants
30 say, there's a statute, it's called State Local
31 Coastal Restoration Management Act. The lawyers
32 have been calling it SLCRMA, which sounds like a

1 skin disease, but that's what they call it.
2 SLCRMA was violated the -- the plaintiffs and
3 the intervenors claim in this case in one of two
4 ways. They did something they was supposed to
5 have a permit for and didn't have a permit or
6 they had a permit and they violated the permit.
7 That's what the case is about. It's real simple
8 to say.

9 But let's see what they have alleged in the
10 lawsuit. So -- and I -- I've just pulled some
11 of the highlights out, Judge, and they're on --
12 on the screen here, but I think we should walk
13 through them. And these are quotes.

14 "Plaintiffs allege below that certain defendants
15 oil and gas exploration, production and
16 transportation operations caused substantial
17 damage to land and waterbodies in the Coastal
18 Zone within Cameron Parish." It's my
19 understanding that all of Cameron Parish is in
20 the Coastal Zone.

21 It goes on. "Defendants oil and gas
22 activities have cause the Cameron Parish Coastal
23 Zone and in particular, the canals, bayous,
24 sediments, marshes, soils, and groundwaters in
25 the operational area to become contaminated or
26 polluted in excess of applicable state standards
27 which has a direct and significant impact on
28 state coastal waters." Now, the operational
29 area, we think it's an arbitrary spot on the
30 ground that the plaintiffs put a map -- put on a
31 map, put a circle around it and said, this is
32 the operational area for this case. I think

1 it's arbitrary. It doesn't really matter for
2 this motion. It's 8,000 acres.

3 Let's go on. "The dredging of the canals in
4 the operational area has a direct and
5 significant impact on state coastal waters
6 within Cameron Parish."

7 Let's go to the next slide, please, Kelly.
8 MS. BECKER:

9 (Ms. Becker complies.)

10 MR. MAZZONE:

11 And then it goes on. "Additionally, the
12 destruction of the Cameron Parish Coastal Zone,"
13 that's all of Cameron Parish, as I understand
14 it, "has increased the risk of damage from
15 storm-generated surges and other flooding
16 damage, and has enabled and accelerated
17 saltwater intrusion."

18 And then I have two things from their
19 prayer. "Ordering the payment of costs
20 necessary to clear, revegetate, detoxify and
21 otherwise restore the Cameron Parish Coastal
22 Zone as near or as practical to its original
23 condition."

24 And then, "Requiring actual restoration of
25 the Cameron Parish Coastal Zone to its original
26 condition." That's what they claim in the
27 lawsuit.

28 Now, here's what the State Coastal
29 Protection Restoration Authorities, CPRA, thinks
30 about the condition of Cameron Parish and the
31 future of Cameron Parish if no action is taken.

32 Will you show that side, please, Kelly?

1 MS. BECKER:

2 (Ms. Becker complies.)

3 MR. MAZZONE:

4 This one's a little hard to read, Judge, and
5 we're going to give you the slide deck later.
6 But the -- the map on the left-hand side is a
7 map of Cameron Parish. This is from the Cameron
8 Parish Fact Sheet. It's one of our exhibits,
9 Judge, it's A-225. And it talks about what's
10 going to happen in Cameron Parish in the next 50
11 years if no action is taken. It even says on
12 the slide, "Future without action land loss and
13 flood risk."

14 And the map on the left-hand side, all that
15 area in red is going to be lost land. So land
16 now, gone in 50 years, according to the state if
17 no action is taken.

18 And then on the lower right-hand side that
19 map of Cameron Parish are just -- the colors
20 indicate how high the flood waters would be with
21 the purple and the reds being really high flood
22 waters in Cameron Parish from a 100-year storm
23 if no action is taken.

24 And you can see at the -- the lower
25 right-hand side, it says, "40 percent of the
26 land in Cameron Parish is going to be lost,"
27 according to the state, 40 percent of the land,
28 if no action is taken. That's what the state
29 thinks -- the state of Cameron Parish is -- with
30 respect to these issues of land loss and flood
31 risk.

32 Now, we've also gotten a little bit of a

1 taste of what this case is about.

2 No, do we -- no, we need to go to that
3 slide, please, Kelly. I'm sorry.

4 MS. BECKER:

5 (Ms. Becker complies.)

6 MR. MAZZONE:

7 Judge, we've given the Court a lot of
8 evidence in support of our motion. I have a box
9 -- two boxes. Was it one or two?

10 MS. BECKER:

11 One.

12 MR. MAZZONE:

13 One box. I have a box. My box is here.
14 You got the same box. It's there. I'm not
15 going to go through the whole box obviously, but
16 I want to show some of the things that I thought
17 were -- that jumped out of the evidence that --
18 and we cited this in our motion papers too. So
19 here are some of the -- the key -- some of the
20 key language. "With Cameron Parish pursuing the
21 claims," that's the -- this lawsuit, Judge, and
22 they filed ten other lawsuits in Cameron Parish.
23 So you have 11 on your docket that are identical
24 to this one, just different operational areas.
25 "Every dollar goes to the Parish for coastal
26 restoration." And by the way, it does not go to
27 the repair of the land that's involved in the
28 case. The statute's very clear about that,
29 Judge. So they're complaining about an
30 operational area, permits that were supposed to
31 be had on that operational area or permits that
32 were violated in an operational area, but any

1 money awarded by the jury doesn't go to fix that
2 operational area.

3 So next, "It's time for Cameron Parish to
4 control its own destiny."

5 "We need to protect this parish and do the
6 right thing and hold people accountable. It's
7 the people's responsibility to take care of
8 their coast. Without action, there may not be a
9 Cameron Parish in the years to come."

10 Next slide, please.

11 MS. BECKER:

12 (Ms. Becker complies.)

13 MR. MAZZONE:

14 So, John Day, he was -- he's one of the
15 plaintiff's experts. He opined that the delay
16 of these lawsuits threatens not only natural
17 ecosystems and economic infrastructure, but also
18 human life.

19 And the next one says, "Our residents are
20 tied to their family land and the freedom and
21 the history that come with it. Coastal erosion
22 and land loss has threatened this culture and
23 way of life." That's from the former
24 administrator of Cameron Parish.

25 Next. Stay on that one, please -- thank you
26 -- for a second.

27 MS. BECKER:

28 (Ms. Becker complies.)

29 MR. MAZZONE:

30 That -- that's a really small taste, Judge.
31 But that's what the case is about. That's why
32 -- that's why the lawsuit has been brought; so

1 that Cameron Parish people can control their own
2 destiny; stop being a stepchild of the state;
3 not get enough money from the state; not get
4 enough money from the federal government; take
5 matters into their own hands and prevent 40
6 percent of the parish being washed away. That's
7 what the case is about.

8 Now, we've also got a taste of what the case
9 is about from -- we've only had two depositions
10 in the case, I think, so far. And I'm going to
11 show you one of the questions that was asked in
12 one of the first or second witness by
13 Mr. Keating. "You talked about the fact that
14 some of the parish are a lot more impacted than
15 others. Do you remember saying that?" "Oh,
16 yes. That's a fact," he says. And then
17 Mr. Keating asked, "And would it also be
18 possible that Cameron Parish is one of those
19 that's more impacted than others, true?" The
20 answer doesn't matter. It's the question is my
21 point. The case is about Cameron Parish. Wide
22 -- widespread -- Cameron Parishwide is what the
23 case is about.

24 And then, at the status conference, what
25 struck me, something that Mr. Mudd said at the
26 status conference. "The victim" -- he was
27 talking about the delay. "The victim is our
28 parish. The victim is our environment. The
29 victim is our land loss, our erosion, our
30 subsidence, and all the remedies we're entitled
31 to." Now, "our land," Mr. Mudd was referring to
32 our land, he's not talking about the land

1 involved in this case. Because Cameron Parish
2 doesn't own the land involved in this case.

3 The 8,000 acres that they've describe as the
4 operational area, Cameron Parish doesn't own it.
5 So that's another way in which this case is not
6 like a legacy case, where the school board has
7 land. They own the land. They're trying to get
8 the land cleaned up. That's not the -- Cameron
9 Parish does not own the land in this case. So
10 the only land Mr. Mudd could be referring to is
11 the land in Cameron Parish. The land that's
12 under threat.

13 Judge, in Exhibit B, to our motion, there
14 was a draft report of the U.S. Army Corps of
15 Engineers. They have a plan for Coastal
16 Southwest Louisiana. The Corps went around all
17 of Southwest Louisiana and held public meetings.
18 And I was really struck by something that
19 occurred in these public meetings. The -- the
20 -- by the way, when people come to the public
21 meetings, they sign in. They put their name and
22 their address and, I think, their phone number.

23 So they had a public meeting in Lake Charles
24 for Calcasieu Parish and then had a public
25 meeting in Cameron the very next day. In -- in
26 Cameron -- the population of Cameron is under
27 6,000 I think. Lake Charles way more, right?
28 In Cameron, there were five times more people at
29 the public meeting held by the Army Corps and it
30 was held -- held in the police jury building.
31 Five times more people came to the Cameron
32 meeting than the meeting in Lake Charles, when

1 they had, you know, vastly more people in Lake
2 Charles.

3 So, Judge, that's the taste of the evidence
4 and -- and taste of what the case is about. And
5 I promised I would explain why this is different
6 than a legacy case. So I need to go over a
7 little bit more detail to that. You know you've
8 had a lot of experience in legacy cases that the
9 money goes to the plaintiff or it goes into the
10 court escrow for the cleaning up of property.
11 It's one of those two things.

12 The jurors don't get a share in the recovery
13 and so that's why we can have jury trials in
14 Cameron in legacy cases. They're not interested
15 in the outcome of those cases. But here in this
16 case, the parish doesn't own the land that's
17 involved. The -- the land is essentially -- the
18 land is essentially a mechanism. So they say,
19 they violated the law with respect to this land.
20 We need a plan to clean up this land. This is
21 how much it's going to cost to clean up this
22 plan. But then the money doesn't go to that
23 property. It goes to a general parishwide fund.
24 Okay? That's significantly different than in a
25 legacy case.

26 It goes -- and the parish has made no secret
27 that this lawsuit is a way to save the parish.
28 My point is, no one can tell the jury that the
29 money that they would be awarded in -- in this
30 case is going to fix the operational area that
31 is claimed to be the subject of the case. And
32 no one can claim that because the statute is

1 very specific. It tells you exactly where money
2 in a SLCRMA case is to go. It doesn't go to the
3 cleanup of any particular property.

4 So the very purpose of this lawsuit is not
5 to fix a discrete private property, like, in a
6 legacy case. You know, in a legacy case, we can
7 say, look, jurors, they don't own the property.
8 They're not connected to the property. You've
9 vetted them through the *voir dire*. We -- we
10 don't -- they don't have a connection to it. So
11 we can seat Cameron juries, surely, in legacy
12 cases.

13 Now, there's some public interest component
14 in legacy cases, Judge. I'll agree. Generally,
15 everybody wants their community to be cleaned
16 up, whatever. But that interest would not be
17 enough to disqualify a jury from sitting in a
18 jury. This case involved Hackberry, Judge. But
19 the other ten identical cases that are filed
20 here in Cameron involve Black Bayou, High
21 Island, Little Chenier, Mallard Bay, Crab Lake,
22 Little Pecan Lake, Pecan Lake, Deep Lake, and
23 North Lake, most of the parish is covered by
24 these lawsuits.

25 And the stated goal of the lawsuit, as
26 described by the plaintiffs, is to address
27 flooding associated with hurricanes and storms,
28 the erosion of land and other problems. The
29 plaintiffs described these lawsuits as a way to
30 protect every man, woman, and child in Cameron
31 Parish, as shown by the lawsuit and the
32 evidence.

1 Now, can you show the synonym slide, again,
2 Kelly, please.

3 MS. BECKER:

4 (Ms. Becker complies.)

5 MR. MAZZONE:

6 Judge -- there you go. I -- I think we're
7 just kidding ourselves if we use an objective
8 standard that the law tells us to use if we
9 think the average Cameron juror is going to feel
10 like this in -- in a case like this. I -- I
11 think we're just kidding ourselves if we think
12 that. I don't think we can legitimately say
13 it's not possible for the average Cameron juror
14 not to be tempted to act for the parish in the
15 face of the state's evidence of what's going to
16 happen to the parish if no action is taken. No
17 action, like, this lawsuit being an action.

18 Now, surely there are people in Cameron
19 Parish, as in every parish, who have one foot
20 out the parish, ready to leave if there's -- for
21 the next storm or whatever, whatever problem
22 they don't like about the parish, whatever. And
23 there are jurors who would do their best to try
24 to decide the case fairly, but the law says, you
25 know, that's not the test. We don't try to find
26 jurors who can sit and be fair and impartial.
27 That's not the test. It's -- we take into
28 account what the case is about and what the
29 jurors are likely to believe and conclude.
30 That's what the law tells us. It's not a
31 subjective test. We don't bring people in and
32 ask them, hey, can you be appropriately

1 indifferent. That's not what -- the law
2 instructs us not to do that.

3 And -- and the reason that is, is, you know,
4 Article 122, which is -- the motion is based on,
5 which allows for changes in venue. It -- it'd
6 have no meaning if all we did was say, no, let's
7 have a *voir dire*. We wouldn't have Article 122
8 if that were the law. Plaintiff's want you to
9 read that article out of the Code of Civil
10 Procedure. It doesn't say, in Article 122,
11 after a *voir dire*, you can move for a change of
12 venue. Doesn't say that. So plaintiffs are
13 confusing the grounds for cause challenges with
14 the grounds for venue transfers and the Supreme
15 Court has said specifically, don't do that.

16 Okay. Once last thing, Judge, on this
17 point. Even if we were to find a person in
18 Cameron -- 12 persons in Cameron -- who don't
19 watch the news, don't read the Cameron Pilot,
20 don't submit comments to the CPRA, don't go to a
21 Corps of Engineers meeting, don't know -- never
22 heard about flood risk, whatever, even those
23 folks would not be qualified to sit on the jury
24 because they will then hear the evidence that's
25 going to come in on this case and the fate of
26 the parish. That's not going to be a secret in
27 this case. Even those jurors would not be
28 qualified because they would have an interest in
29 the outcome -- in the outcome of the case.

30 Go to the next slide, please, Kelly. And
31 I'm almost done, Judge.

32 MS. BECKER:

1 (Ms. Becker complies.)

2 MR. MAZZONE:

3 I -- I think it's helpful to compare the
4 disqualifying interest with the interest that
5 don't disqualify jurors, so I put this slide
6 together.

7 So on the left-hand side --

8 Is that the correct version, Kelly? Because
9 it's supposed to say "appropriately
10 indifferent." Well, we'll go for it.

11 I put on the left-hand side, Judge, things
12 that wouldn't disqualify jurors. "So the suit
13 by or against the parish for breach of
14 contract." Those contractors screwed up
15 building the courthouse and the parish didn't
16 pay them and the parish sues -- or the
17 contractor sues the parish, hey, pay me for my
18 bill. That -- that doesn't disqualify jurors
19 just because there might be some remote
20 interest. You know, their taxes might go up or
21 down at some tiny amount of money if the parish
22 wins the lawsuit. That doesn't disqualify.

23 "A suit against the parish officials where
24 there's a fine against the parish might be
25 possible." I'm mean, it's too -- it's too
26 remote and too small of an interest to
27 disqualify. And I take these -- these topics
28 right out of the cases. The cases that were
29 cited by plaintiffs' counsel.

30 "A suit by a parish for reimbursement for
31 settlement payments." They cited New York
32 cases, Oregon cases, New Jersey cases. These

1 are the cases they essentially cited, but it
2 would be these kinds of interest. They don't
3 disqualify people.

4 But then you look on the right-hand side, "A
5 suit that involves a community-wide threat or
6 interest." That's this case.

7 "A suit in which jurors perceive to be in
8 harms way." That's this case.

9 "A suit in which jurors perceive a financial
10 benefit or harm," and *Wilson* said it could be
11 direct or indirect. That's this case. This
12 case is clearly on that side.

13 Judge, we've cited six cases in our papers
14 where these concerns were raised, these
15 community-wide type concerns, six. In every one
16 of them the case was transferred, the venue was
17 transferred. We couldn't find a Louisiana case
18 where the -- this was raised, other than the
19 *Plaquemines* case, which I already talked about.
20 But there's been no Louisiana case.

21 So just real quickly -- and these are in our
22 papers -- there was a case in New York brought
23 by a dairy farmer against milk buyers. And the
24 Court felt like, well, every juror that's going
25 to show up for jury duty is a dairy farmer who
26 buys milk, so we can't have a jury -- a fair
27 trial in that -- in that place. That venue was
28 changed.

29 North Dakota was a dram shop case, just an
30 auto wreck case; that the case posed a threat to
31 a local hospital because the hospital was linked
32 to the bar in some way. I think the bar was

1 contributing money to the hospital to keep it
2 going. Court said, jurors are going to see that
3 as a threat to the local community hospital. It
4 was a small community. Case was transferred.

5 A Florida case where jurors were considered
6 financial interest in the outcome. That was
7 transferred. That was the *First National Bank*
8 *of Gainesville* case.

9 Alabama toxic tort case where jurors might
10 believe -- jurors were believed to be in harms
11 way by the Monsanto chemical releases. That was
12 transferred.

13 A New York case brought by the utility
14 company. They said they had to pay too much for
15 petroleum in that case. And the -- the essence
16 was the jurors thought that they would get a
17 rebate if they awarded money to the utility
18 company suing in that case. That was
19 transferred.

20 And finally, in Washington State, there was
21 a case, it was a federal case. The court sent
22 the Washington State case to Arizona because he
23 thought he couldn't get a fair jury in the
24 entire state of Washington. So all the cases
25 that we found, which have this community
26 interest, venue was transferred.

27 Now, I'm going to wrap up, Judge, with just
28 two final comments. One is, there's a venue
29 provision in the SLCRMA law. And I think the --
30 the plaintiffs are relying on that. They --
31 they would like you to interpret it this way.
32 In SLCRMA cases, involving Cameron Parish,

1 you've got to bring them to Cameron Parish and
2 the defendants' rights under the constitution
3 are hereby suspended. Obviously, it doesn't say
4 that, but that's how they want you to read it.
5 You can ignore the due process concerns of the
6 defendants because we have a statute here that
7 says venue is mandatory in Cameron Parish.
8 That's the practical affect of their argument.

9 But -- now the venue provision controls
10 where the suit gets originally filed, but it's
11 not an obstacle to your granting this motion.
12 And the reason we know that, Judge, in the
13 United Supreme Court case in *Skilling*, that was
14 that Enron debacle. Justice Ginsburg wrote that
15 opinion. She said, "Even with a place of trial
16 provision in the constitution of the United
17 States that does not trump the due process
18 concerns that" -- "raised in the case."

19 So -- so even if the legislature were to
20 say, venue is mandatory in Cameron and you don't
21 have any constitutional rights, we would laugh
22 at that. We would ignore that. But that's
23 basically our argument. They can ignore our due
24 process concerns because the statute says venue
25 is mandatory here in -- in Cameron. So that --
26 that's -- that's -- I just don't think that is a
27 good argument.

28 And then one last thing, Judge. So I think
29 given what I've said today and what we said in
30 our motion papers, it should be clear that we're
31 not criticizing the people of Cameron in any
32 way. If anything, it's the virtues of the

1 people of Cameron that disqualify them from
2 sitting in this case, which involved them and
3 their parish and their property. It's their
4 virtues that disqualify them. And you don't
5 have to take my word for what we think of the
6 people of Cameron, because what's been our
7 conduct, Judge? You know, Shell has had cases
8 in Cameron. We have not moved to transfer venue
9 claiming that we couldn't get a fair trial from
10 a Cameron jury.

11 Even in *Savoie*, where Ms. Hazel, her husband
12 was the longtime sheriff of the parish,
13 well-known sheriff of the parish. If we had
14 thought we couldn't get a fair trial, we would
15 have brought a motion in *Savoie*. We didn't.
16 And -- and recall, Judge, that we asked in that
17 case, I filed a motion for a jury view. I
18 wanted the jury to see the property. And --
19 and, you know -- now, we were happy with you
20 trying the case, Judge. You -- you recall, we
21 didn't think the plaintiffs had -- went through
22 the steps to get a jury trial. But we didn't
23 file a motion saying that jurors -- we didn't
24 think jurors could be fair in that case.

25 And -- and this motion has been joined by a
26 number of defendants, Your Honor. They've had
27 many cases in Cameron Parish. To the best of my
28 knowledge, not a single one of the moving
29 defendants has ever moved to transfer venue from
30 a Cameron case claiming that they couldn't get a
31 fair trial in Cameron. So despite what the
32 other side might accuse us of, we're not

1 criticizing the ability or the character of
2 Cameron jurors. And our conduct, in many cases,
3 proves that we have no problem with Cameron
4 jurors in -- in those cases that they -- that
5 don't present disqualifying interest. But this
6 case is clearly, clearly different.

7 So our due process concerns, Judge,
8 summarized here and outlined in our papers are
9 quote, sufficient cause under Article 122 for a
10 change of -- of venue. Plaintiffs confuse the
11 grounds for a venue change with the grounds for
12 challenges for cause, 100 percent contrary to
13 the law. Each dollar awarded, Your Honor, in
14 this case to Cameron Parish -- each dollar for
15 restoration or resiliency, which is what the
16 statute requires, each dollar improves the
17 chances that a person on the jury will get a
18 restoration or resiliency project on their
19 property or near their property or on their
20 friend's property or on their co-worker's
21 property. Each dollar they award improves their
22 chances of getting restoration done in their
23 parish. Each dollar that -- that is awarded
24 improves their chances that they're not part of
25 the 40 percent of the land loss that's predicted
26 for Cameron Parish.

27 And the opposite is true. Each dollar they
28 don't award, they are going to reasonably
29 perceive makes it less likely they'll get a
30 restorational or resiliency project on their
31 property or their friends property or their
32 co-workers property. Each dollar they don't

1 award increases the chances that them or their
2 friends of the family will be the victims that
3 Mr. Mudd talked about of the 40 percent that's
4 predicted for Cameron Parish.

5 So we would ask that you grant our motion to
6 transfer venue, Your Honor.

7 THE COURT:

8 All right. Thank you.

9 MR. MUDD:

10 Good morning, Judge.

11 THE COURT:

12 Good morning.

13 MR. MUDD:

14 Judge, with your permission, I'm going to
15 argue from here. I have -- I don't have a
16 PowerPoint so --

17 THE COURT:

18 That's fine.

19 MR. MUDD:

20 -- I have all of my documents here on -- on
21 counsels' table.

22 I really don't know where to start, Your
23 Honor. I've read the defendants' papers in this
24 matter. I was presented with a PowerPoint this
25 morning. It seems like their argument is
26 shifting and changing by the day from the
27 original motion and accompanying memorandum that
28 was filed with the reply memorandum that was
29 filed, and today we're hearing a little new
30 argument. But what I want to do is, I want to
31 start back, Your Honor. I think I have -- I'm
32 going to sort of go out of order and I'm going

1 to just real quick, they put up a slide from
2 Your Honor.

3 MR. MAZZONE:

4 You want us to show them?

5 MR. MUDD:

6 Yeah.

7 THE COURT:

8 Uh-huh (affirmatively).

9 MR. MUDD:

10 Yeah. Put it up.

11 MS. BECKER:

12 (Ms. Becker complies.)

13 MR. MUDD:

14 It's a ruling from the *Cameron Parish School*
15 *Board -- Central Crude*. I think it's slide
16 number --

17 MS. BECKER:

18 There you go.

19 MR. MUDD:

20 -- four. That was -- that hearing was with
21 the same -- a lot of the same lawyers and law
22 firms that are here today, Your Honor. And that
23 case involved the State of Louisiana and the
24 Cameron Parish School Board in an environmental
25 claim that we represented the Cameron Parish
26 School Board. Cameron Parish School Board
27 contrary to what's been argued today does not
28 own the property. The State of Louisiana owns
29 the property.

30 But you heard a lot of the same and similar
31 arguments that you're hearing today Cameron
32 Parish jury can't be paired. It's for the kids.

1 It's for the teachers. It's for the janitors.
2 It's for capital improvements. It's for the
3 betterment of Cameron Parish. And Your -- Your
4 Honor listened very keenly and very astutely to
5 the defendants' argument. Some of the same
6 defendants who are sitting back here behind me
7 today. That's important what you said.

8 THE COURT:

9 Get to a mic.

10 MR. MUDD:

11 Judge, they -- they --

12 THE COURT:

13 Or do you want a handheld mic, Mr. Mudd?

14 MR. MUDD:

15 They conveniently fail to read the other
16 part of what you said. That day --

17 MR. MAZZONE:

18 Chad, she wants you to use the mic.

19 THE COURT:

20 Well, I -- or if --

21 MR. MUDD:

22 I got the mic right here.

23 THE COURT:

24 Yeah, if he walks away from the mic he needs
25 to --

26 MR. MUDD:

27 Judge, considering the defendants' motion to
28 transfer venue in the *Cameron Parish School*
29 *Board* case, this is what you said. Quote, the
30 defendants have the burden of proof in this
31 motion. It's not up there. "They haven't
32 presented any evidence that would not" -- "that

1 they would not be able" -- "that a jury would
2 not be able to seat a fair and impartial jury in
3 this case." And there's no evidence that a
4 Cameron jury would not listen to the evidence,
5 weigh the credibility of the witnesses and
6 render a just verdict.

7 So what you said in that case, Your Honor,
8 was, number one, the defendants have the burden
9 of proof. Number two, they presented -- they
10 have not presented any evidence that they cannot
11 seek a fair and impartial jury. I want to
12 offer, just so that the record is indeed clear,
13 at the end of this hearing, offer, file, and
14 introduce in evidence, the entirety of that
15 hearing.

16 MR. MAZZONE:

17 No objection to that, Your Honor.

18 THE COURT:

19 All right. Let it be received.

20 MR. MUDD:

21 So what happens, your Honor, and just by way
22 of history, this is December 2012. The
23 defendants in that case, many of which are --
24 are here today, they say, that this Court should
25 transfer venue because it involves Cameron
26 Parish School Board. You find that a Cameron
27 Parish jury can be seated, should be seated, can
28 be fair, can be impartial, will listen to the
29 evidence, and will follow the law. That's what
30 you ruled in 2012. Okay?

31 In 2013, the *Clark* case, in that case, you
32 know, if you look at their papers, they want to

1 dismiss the *Clark* case. And the *Clark* -- *Clark*
2 case involved, as a plaintiff, the Cameron
3 Parish Hospital District. You know as well as I
4 do, Your Honor, our fledgling little hospital
5 has always needed money, and at that time needed
6 money. In fact, we had to pass a millage to
7 subsidize that hospital. In fact, we had to
8 expand the taxing district, at that time. But
9 what happened?

10 In 2010, Judge -- they want to talk about
11 publicity. They want to talk about notoriety.
12 They want to talk about sensationalism. In 2010,
13 the BP Horizon happens. NBC, CBS, KPLC, world
14 -- nationwide, worldwide, it's being infused all
15 over the gulf coast and right here in Cameron
16 Parish. There's a moratorium in the gulf,
17 right? There's BP claims Cameron Parish
18 residents are filing. Those below the scat line
19 (ph.sp). There's 11 counts of felony
20 manslaughter by BP. There's a 4 billion dollar
21 fine. And the list goes on and on and on and
22 on.

23 In 2013, nine months after you said Cameron
24 Parish people will and can be fair when it
25 involves a public body, you empaneled a jury
26 right on this side. Subject to *voir dire* and
27 involving who -- they let Shell argue they --
28 but involving BP of all people. You did your
29 job like Judge Fontenot always did. You ensured
30 that the jury was impartial, fair. *Voir dire*
31 was conducted. The jury listened to the facts,
32 evaluated the evidence. You instructed them on

1 the law and you know what they did concerning
2 the Cameron Parish School Board -- I mean, the
3 Cameron Parish Hospital District -- they zeroed
4 them. They zeroed them. You were right.

5 My point is, in 2012, you were right, Judge.
6 You know, we can sit here, we can throw all of
7 this up on the screen. I don't have one of
8 those. They can throw it all up there. What
9 General Honore said, what Mary Landrieu said,
10 what Ryan Bourriaque said in a status conference
11 -- what I argued to the Court. Who in Cameron
12 Parish was here other than Roxane, the bailiff,
13 may have been a few other -- nobody heard my
14 argument at a status conference.

15 They can throw all of this up on the board
16 that they want today, but the fact of the matter
17 is, I should be able to candidly argue, you were
18 right, their theory has been disproven. Cameron
19 Parish Jury zeroed a political subdivision of
20 our parish that needed it. It would have been
21 so easy for them to say, you know what, we have
22 a fledgling little hospital. We're in dire need
23 of money. We're fixing to have to pass this 20
24 millage tax. We have to increase the taxing
25 district. That's not what they did, Judge. And
26 you knew it. They listened to the law. They
27 listened to the facts. They weighed the
28 credibility of the witness and they zeroed them.
29 They could make light of it. They can minimize
30 it. But it is essentially the same argument
31 that they're making here today.

32 Now, Your Honor, there's a lot of smoke.

1 There's a lot of distorted characterization of
2 what this lawsuit is and what it's not. And,
3 Judge, may I approach? I don't have the -- the
4 PowerPoint like that.

5 THE COURT:

6 Yes, you may.

7 MR. MUDD:

8 It's just the petition.

9 MR. MAZZONE:

10 Okay.

11 MR. MUDD:

12 Your Honor, I'm not going to wade through
13 the entirety of our petition. But I would like
14 to spend just a little bit of time on it. Okay?

15 We spent a lot of time fashioning that
16 petition. And Shell can stand up and say, well,
17 it was randomly created and randomly drawn. And
18 what I would like to do, Judge, is despite what
19 they characterize this petition as, I would like
20 to kind of go through with you and explain the
21 statute, and explain the law, and explain what
22 is in the -- the petition and why and how we put
23 it in there. Okay?

24 So this in an enforcement action, Your
25 Honor. The Cameron Parish Policy Jury, in fact,
26 Mr. Tom Barrett, our D.A., has the authority to
27 enforce the CZMA Rules & Regulations. Okay?
28 And beginning in 1977, 1977, '78, 1979,
29 ultimately in 1983, they did -- Cameron Parish
30 did a very, very, very, very comprehensive
31 assessment and study of the parish. And they
32 said, okay, we -- we want to protect -- we're

1 going to adopt a Coastal Zone Management Plan.

2 Okay?

3 So when we created this petition, Judge,
4 what we did is, we say, do we have standing to
5 assert this claim and we do. And we cite the
6 law. Okay? We named the respective defendants.
7 Okay? We define the extent of complained on
8 operations. I'm going to refer that to as the
9 operation area. And the reason we have to do
10 that, Your Honor, because under the statute, the
11 Coastal Zone has delineated limits. So we have
12 to plea to ensure that the operational area is
13 within the Coastal Zone, right? And we define
14 that.

15 Then we get into the jurisdiction, venue,
16 and statutory regulatory framework. And I'm
17 going to spare you all the details, Your Honor.
18 But we go through methodically, if you look at
19 the end of the various allegations, we cite the
20 law. And in essence, this is the way it works,
21 Your Honor, that in order to -- if you're going
22 to conduct operations in the Coastal Zone, you
23 have a local government like Cameron Parish that
24 has a local program, they have the authority to
25 regulate quote/unquote use, right? And in order
26 to be constituted use, it has to have a direct
27 -- so the verbiage -- if they put up there --
28 direct and significant impact -- that is the
29 buzz words. Because if the activity,
30 quote/unquote, the activity -- does not have
31 direct and significant impact, it's not a use.

32 So we plead very specifically, and I'll --

1 I'll give you some examples, Your Honor. We --
2 we define linear -- it was called linear
3 facilities. And when you -- the activities
4 pertaining to linear facilities, it talks about
5 what they have to do, how they have to design
6 it, how they have to operate it. And ultimately
7 when operations are terminated, what their
8 obligation is upon sensation of operations. And
9 we go through all of the various components.

10 Now -- and I -- I'll spare you all the
11 details, Judge, but that -- that is how it's
12 structured. If you can look, and then what we
13 do is, we identify all the permits that we
14 maintained was violated. So, Judge, this entire
15 document that you have in front of you, the word
16 "hurricane" doesn't appear, number one. Number
17 two, if you look at their paper, they site
18 paragraph 21 and paragraph 25. Twenty-one, I've
19 read it ten times. I don't see storm,
20 hurricane, anything in paragraph 21. Maybe I
21 missed it.

22 So we're going to go to paragraph 25. Okay?
23 All they have in all these 80-something pieces
24 of paper is in one paragraph, down at the
25 bottom, it says, quote, additionally -- and I
26 think they have this as one of their slides.
27 "Additionally, the destruction of the Cameron
28 Parish Coastal Zone has increase the risk of
29 damage from storm generated surges and other
30 flooding damage and has enabled and/or
31 accelerate saltwater intrusion." That's it.
32 Down at the bottom of page 25.

1 And we cite -- Judge, we didn't put that in
2 the papers just for sensationalism or just to
3 insight the jury or whatever we've been accused
4 of today. If you look R.S. 49:214.22, "The
5 legislature declares that it is the public
6 policy of the state to support sustainable
7 development in the Coastal Zone that accounts
8 for potential impacts for hurricane and other
9 natural disasters and avoids environmental
10 degradation resulting for damage to
11 infrastructure caused by natural disasters." So
12 it's a policy statement and that's it.

13 So the characterization of this petition and
14 this lawsuit that we're here and citing hysteria
15 in Cameron Parish and that this case is going to
16 be the salvation of all of their problems as it
17 relates to hurricane damage, it's going to save
18 them tax money, it's going to do this, it's
19 going to do that. It's nowhere in my papers.
20 Nowhere in this petition, I promise you.

21 So I -- I think we have a -- we do have a --
22 and -- and the only other precedent, Your Honor,
23 regarding this issue is, I understand it's not
24 binding. I know Your Honor's not obligated to
25 -- to follow the rule of Judge Clement.
26 Basically, the same arguments that are being
27 claimed today. Judge Clement visited and
28 determined that a transfer of venue was
29 improper.

30 We do have a real, I guess, disagreement. I
31 like to start, Judge, with just the general
32 rules. I'm not going to cite to you -- and I'm

1 going to talk to you about these -- they got
2 some slides. They talk about *State of Louisiana*
3 *versus Clark* and *State of Louisiana* -- these are
4 murder cases. These are guys that were
5 convicted of murder. And I'm -- I'm going to
6 talk about how and why they should be
7 distinguished, but it's pretty simple. We'll
8 get to that in just a little bit.

9 But what is -- what should be the analysis
10 of the Court today is, okay, let's not talk
11 about the Code of Criminal Procedure. That's
12 all they want to talk about, let's talk about
13 the Code of Criminal Procedure Article 622.
14 What we should be talking about is Article 122
15 of the Code of Civil Procedure. Okay? The Code
16 -- Article 122 deals with the change of venue in
17 a civil case. Now, if you want to talk about
18 change of venue in a criminal case, you go to
19 Article 622. And Article 622, I -- I will admit
20 has a, what, seven-factor test. It does. It
21 says, if you want a change of venue in a
22 criminal case, this is what you look at, "the
23 nature of the pre-trial publicity and particular
24 degree to which it has circulated in the
25 community, connection of the government
26 officials with the release of publicity, the
27 length of time between the dissemination," blah,
28 blah, blah, blah. Right? It's in a criminal
29 case. Citing Code of Criminal Procedure Article
30 422.

31 But I took the liberty to take a look at
32 *State versus Frank*, the case that they have on

1 their slide real quick. This is what the Court
2 does say, it says -- in a criminal proceeding
3 when someone's life is at issue, it says,
4 "Therefore, the defendant must prove more than
5 mere public knowledge or familiarity with the
6 facts of the case to be entitled to have his
7 trial moved to another parish. Rather, the
8 defendant must show the extent of prejudice in
9 the minds of the community as a result of such
10 knowledge or exposure to the case before the
11 trial."

12 Number one, it's the wrong statute. Number
13 two, it doesn't apply. But even in this case,
14 when a man's life is on the line, you have to
15 prove the extent of prejudice. Throw in a bunch
16 of speculation, supposition, buzz words, and
17 comments on the board, Judge, isn't sufficient
18 proof. And that's what Article 122 says, 122
19 that applies to -- to this case, Your Honor. It
20 says, "Any party by a contradictory motion may
21 obtain a change of venue upon proof that he
22 cannot obtain a fair and impartial trial because
23 of undue influence of an adverse party,
24 prejudice exists in the public mind or some
25 other significant cause" -- Article 122 --
26 proof.

27 And so, Judge, we cite to you in our papers
28 and what -- just generally speaking Article 122.
29 Supreme Court has said that the granting of a
30 change of venue is to be exercised
31 quote/unquote, with caution. Moreover, the
32 commentors interpreting the Article goes on to

1 say, "That Courts have been extremely reluctant
2 to permit a Article 122 transfer to a different
3 venue. Such transfers are almost unheard of."

4 Now, I'm not here arguing, we didn't put
5 that in our papers. I'm not there today
6 arguing. I'm not suggesting that the 14th
7 Amendment to the U.S. Constitution doesn't
8 apply. I mean, I -- I readily acknowledge that
9 the 14th Amendment always applies. But let's
10 talk about -- let's talk about -- oh, how they
11 get -- they cite you these cases -- how they get
12 to where they want to be.

13 They cite to you, Your Honor, the case of
14 *Caperton*. This is essentially their argument.
15 And I had to read it and reread it and read the
16 cases because it's clever. It's very, very,
17 very, very, very clever. They say that bias --
18 the judge can't be bias. And then they slip in
19 "or the decision-maker," and I was like, whoa.
20 When I read the case I was, like, oh, well. So
21 I got to reading. So I started reading. I read
22 every one of the cases. And so let's start with
23 *Caperton*. And that's the one they like the most
24 and citing *Tumey*. And they cite *Tumey* again
25 today.

26 *Caperton* is a case, Judge, whereby all -- a
27 defendant was cast into judgment for 50 million
28 dollars in a case. And obviously, the case was
29 going up on a -- to the Supreme Court, I think
30 it was Alabama.

31 MR. MAZZONE:

32 West Virginia.

1 MR. MUDD:

2 West Virginia. And in the interim, the CEO,
3 CFO, and some executive -- what the defendant --
4 plunges 3 million dollars into a judge's race
5 seeking -- apparently seeking to try to get this
6 incoming judge elected. And -- and in that
7 situation, just like the rest of the cases that
8 they cite to you, they say, well, an objective
9 standard. Typically as you know, Judge, dealing
10 with the recusal of judges historically actual
11 bias was required to achieve a recusal. So in
12 that case, the Supreme Court said, look, look at
13 the totality of the circumstances, which is what
14 they're suggesting should be used in this case,
15 look at the totality of the circumstances. This
16 judicial candidate received more funds from one
17 person than the whole expected -- all of his
18 other donors combined by a factor of whatever.
19 They said the totality of the circumstances are
20 such that the appearance of being unable to be
21 fair and impartial, we're going to use an
22 objective standard. That's what the case stands
23 for in *Caperton*. Has nothing to do with
24 transfer of venue. Has nothing to do with the
25 jury. You know why?

26 THE COURT:

27 You answer.

28 MR. MUDD:

29 The jury's subject to *voir dire*. So they
30 say -- they come here, they have cited the case
31 of *Tumey versus Ohio*, 1927, United States
32 Supreme Court case. Correct result. And it

1 says, "Judge or decision-maker." Wherein, the
2 *Tumey* case, that was when -- that was a time
3 during prohibition and you had an old mayor that
4 had the function of both executive functions and
5 some *quasi* judiciary functions. And he was
6 presiding over cases during the prohibition
7 whereby the mayor's office would get a
8 significant cut or the fines. And his office
9 had a disproportionate share of his income
10 coming from the fines that he was imposing and
11 benefitted from his office.

12 So at that point, of course, just like the
13 case in *Caperton*, they say, well, no. Hang on.
14 As -- as a judge, you can't decide a case and
15 then give the direct economic benefit. Again,
16 that mayor wasn't subject to *voir dire*
17 examination. Proper result.

18 And then they say, okay, look at *Caperton*
19 and they say in their papers, "The equivalent to
20 *Caperton* in the State of Louisiana" -- that's
21 how they -- they refer to it -- "the Louisiana
22 counterpart to *Caperton*." So if you want to
23 prove that *Caperton* is right, you have a case in
24 Louisiana that says, the standard is the same in
25 Louisiana, quote. Now, that's the case -- and
26 you probably remember this, first hand, Judge --
27 that's infamous case of Judge Castle and Justice
28 Jimmy Genovese unfortunately in a very
29 contentious judge's race.

30 Judge Castle took the liberty to -- made
31 some direct, disparaging remarks regarding
32 personal injury lawyers and specifically she

1 named some of the Lafayette firms and -- and in
2 that case, again, they said an objective -- an
3 objective standard is permissible when
4 determining whether or not the decision-maker,
5 i.e., a judge should be removed from a case.
6 It's the right result, right result. Judge --
7 again, the judges aren't subject to *voir dire*
8 examination. The judges aren't subject to being
9 stricken for cause. The judges can't be
10 excluded by virtue of a peremptory challenge.

11 We cite -- we cite you a case, Your Honor --
12 oh, I guess while I'm on that subject -- and
13 then I'm looking at their slide. They talk
14 about, well if -- let's see how they say it.
15 Where's it at? Oh, here we go. So they -- they
16 take the cases that deal with recusals, okay,
17 and they say "Well, if a judge has a potential
18 pecuniary interest in the case or a
19 decision-maker." Now we know that doesn't apply
20 to juries. It applies to mayors or -- or *quasi*
21 judges. Not juries -- not juries. Then they
22 jump to -- then they say, "Jurors with a
23 pecuniary interest in the outcome of the case or
24 a person incapable of impartiality required of a
25 juror." And they cite *Andry versus Cumis*,
26 Fourth Circuit case.

27 Well, that case has nothing whatsoever to
28 do, Your Honor, with a transfer of venue. That
29 case, as you know, dealt with a situation where
30 they had three perspective jurors that were on
31 the jury. And they said, in *voir dire* -- the
32 benefit of *voir dire* -- we can't be fair because

1 we have -- we have insurance with this defendant
2 insurance company and we're fearful that if the
3 insurance company gets assessed with liability,
4 that that's going to increase our premium,
5 therefore, we can't be fair. The judge didn't
6 excuse those jurors. The plaintiff got
7 lowballed in the case. And the -- the case does
8 not stand for the point -- for the proposition
9 that *voir dire* can't handle it. The case simply
10 says that if a juror after, *voir dire* says, hey,
11 I can't -- I feel like I have a pecuniary -- a
12 financial interest in the case, they should be
13 dismissed -- which is exactly what Your Honor
14 would do.

15 And so jumping back real quick, Your Honor.
16 I -- I -- in connection with their one reference
17 to Article -- paragraph 25 in the petition where
18 the words "storm surge" appears, right? I want
19 to go back and -- Judge, may I approach?

20 THE COURT:

21 Yes, you may.

22 MR. MUDD:

23 Your Honor, that's just as simple -- Your
24 Honor, that's just a simple aerial map depicting
25 where the Cameron Parish line is located. And
26 if you -- and -- and where it says Black Lake,
27 Your Honor, the exact area of interest is noted
28 as an attachment in our petition which you have
29 before you. But I represent to you, for
30 purposes of this discussion, the operational
31 area, i.e., the area at interest in this
32 litigation is right there in and around the

1 Black Lake area. Okay?

2 So if the argument today is, in the case
3 *Cameron Parish Police Jury versus Auster* that
4 some juror thinks that this case is going to
5 solve their storm surge issues, Judge, there's
6 not one person that has a house north of where
7 the operational area is located. Nobody --
8 zero. So I don't know how they can legitimately
9 sit here and argue today that this case is going
10 to protect somebody from some storm surge. And
11 just as another point, Judge, they rely on the
12 case of *Ward versus Village of Monroeville,*
13 *Ohio.* It was the same thing. It was a mayor
14 getting income off of fines and what have you.
15 Case doesn't apply.

16 I -- we cite a couple of cases, Your Honor,
17 that I feel is very instructive. We cite the
18 case of *Savoie*, and we cite the case of *Mike*
19 *Faulk.* And those cases are cited, if you look,
20 not only in -- in the Third Circuit, Judge --
21 what I learned in -- in reading all the cases as
22 it pertains to a motion to transfer venue, these
23 -- these are actually seminal cases that are
24 cited throughout Louisiana and most all of the
25 various districts.

26 But in *Faulk*, as you probably remember,
27 that's when Mia and Tunie's dad, Mr. Michael,
28 was killed in unfortunately in an automobile
29 accident and three kids, all over the press, all
30 over the news. Everybody knew about it.
31 Everybody knew about where it happened, when it
32 happened, the facts of it. Obviously, very,

1 very, very sympathetic to the two little girls
2 and their -- and the little boy. But this is
3 what I think is important. This is what the
4 Third Circuit said about Judge Fontenot. This
5 is what the Court said about Cameron. And this
6 is what the Court said about transferring venue.
7 It says, "During the jury selection process,
8 counsel probed particularly into the
9 relationship of all of the prospective jurors
10 selected to *voir dire* examination which might
11 indicate close friendship with the plaintiff's
12 counsel, the deceased, or any other plaintiffs.
13 Several were challenged for cause and the trial
14 court excused all but one of the five jurors so
15 challenged by Schlumberger's counsel."

16 As you know from trying -- trying cases with
17 Judge Fontenot, Judge Fontenot would do -- does
18 a better job of *voir dire* usually than the
19 lawyers trying the case. "Throughout *voir dire*
20 examination, the trial jurors was alerted to
21 discover any close relationships or friendships
22 between the prospective jurors and the parties
23 and counsel. Many were excused by the Court on
24 its own motion without the necessity of counsel
25 having to challenge the prospective jurors
26 either for cause or peremptory." Sound
27 familiar? "The trial Court was quite diligent
28 in screening the jury or jurors who might
29 possibly have been unable to be objective and
30 fair."

31 Same thing you do. Same thing you did in
32 *Savoie*. Same thing you'll do in this case.

1 Likewise, in *Savoie*, and I'll spare you the
2 quote, but the Third Circuit goes on to say that
3 they reviewed the record. And there's --
4 there's record evidence. You know, I -- they --
5 I don't represent *Plaquemines*, but I -- from
6 what I understand in *Plaquemines*, they call some
7 expert to come in and testify and offer a lot of
8 testimony to say that for somehow, somehow, that
9 they can't receive a fair and impartial trial in
10 *Plaquemines*. But he ain't here. They didn't
11 offer anything. They got a bunch of slides with
12 some selective quotes, and I'd be happy to go
13 through them with you, Your Honor. But I -- I
14 had to look up the word -- I don't know what he
15 -- he says -- that has nothing to do with what
16 we're here to decide today.

17 You know, I'm going to specifically comment
18 on some of the direct arguments that really
19 wasn't included in their papers that's now being
20 argued today. I guess if we were arguing, if
21 Mr. Barrett were here to argue a criminal case
22 against Shell, maybe Article 622 of the Criminal
23 Code of Procedure would apply. But we're not
24 prosecuting anybody in this case. Specifically,
25 although there's a criminal component to the
26 statute, we expressly waive it in our papers --
27 in our pleadings.

28 "I'm happy to hear" -- this is the first
29 time I've heard this one -- "I'm happy to hear
30 that in a" -- "312 legacy cases, now Cameron
31 Parish jurors can be fair and impartial.
32 There's no concerns." I don't even know what

1 they're talking about. I wrote this down. "No
2 other changes of venue have been filed in this
3 court in legacy cases." Well, I know of two for
4 sure. In *Mhire*, Shell said, "Cameron Parish
5 people couldn't be fair." I know in the *Chaukley*
6 case they said, "Cameron Parish jury can't be
7 fair. They can't decide a school board case."
8 Judge, did they move to transfer venue in that
9 *Clark* case involving the hospital district? I
10 don't know. But anyways, you get my point, Your
11 Honor.

12 You know, the reason we cite to you, Your
13 Honor, the -- the issue about a mandatory venue
14 provision, it's simply to say that generically
15 speaking under Article 122, very, very, very,
16 very difficult to transfer venue in a civil
17 case, not a criminal case, but a civil case.
18 And my point is, when you have a mandatory venue
19 provision like we do in this case, it should be
20 even harder because the Louisiana legislature
21 has spoken on the issue as to where these
22 disputes deserve and should be resolved.
23 Keeping in mind, Judge, that these -- this
24 SLCRMA scheme, this statutory scheme, was vetted
25 by the federal government. NOAA vetted the
26 rules and procedures before they were approved.

27 So it's not only just an issue with
28 Louisiana, the feds also approved it. So I'm
29 not suggesting, Your Honor, that the mandatory
30 venue provision trumps the 14th Amendment to the
31 Constitution. All I'm simply saying, Your Honor
32 is, there's a strong public policy above and

1 beyond, which Article 122 itself contains. So I
2 -- I do not -- respectfully, Your Honor, I do
3 not ignore due process.

4 You know, Judge, specifically they made a
5 lot of smoke about our prayer. Okay? Just a
6 second, I'm going to read it. On page 23 of our
7 petition, paragraph -- below paragraph 37, Your
8 Honor, basically sets forth that the plaintiffs
9 demand judgment against the defendants for what?
10 "Awarding damages and other appropriate relief
11 specifically provided by the CZM laws for
12 violation of the applicable state coastal zone
13 management program statutes and regulations
14 within the Coastal Zone" -- within the Coastal
15 Parish Coastal Zone.

16 (b) Ordering the payment of costs necessary
17 to clear, revegetate, detoxify, and otherwise
18 restore the Cameron Coastal Zone as near as
19 practicable to it's original condition pursuant
20 to" -- and it cites -- Judge, I'm not making
21 this up. This is verbiage out of the statute.
22 And that's my point.

23 "Requiring actual restoration of the Cameron
24 Parish Coastal Zone to its original condition."
25 It's in the statute.

26 "Awarding reasonable attorneys' fees" --
27 "costs and attorneys' fees." That's directly
28 out of the statute. Awarding -- so that is what
29 this case is about. That's it. That's it, Your
30 Honor, nothing more, nothing less.

31 I'm going to close with this, Your Honor.
32 Prepare to talk about any and all of the cases.

1 I've got a lot more in my presentation.
2 Respectfully speaking, Your Honor, this is how
3 the Cameron Parish Police Jury sees it. These
4 same arguments essentially were made in this
5 Court in the *Cameron Parish School Board* case
6 and they cite it up there.

7 Contrary to the snippet and abbreviated
8 version of what you said at that time and on
9 that day you were right. South Cameron Memorial
10 Hospital was funded by the people of this
11 parish. Certainly the -- the jurors, according
12 to what they -- the standard today -- this
13 totality of circumstances and perception, could
14 have said, oh, well, maybe we won't have to fund
15 any taxes. Maybe we'll let old BP pay for it.
16 You were right. And just like you were right
17 then, Judge, you deny this motion to transfer
18 venue. You're going to be right again.

19 Because I have -- you know, we -- we --
20 there's a great quote in a case we cite -- one
21 case. It's a case wherein in *Atkins versus*
22 *Trahan* -- it's a case wherein -- it was a -- a
23 discrimination case against a law firm. And
24 apparently three lawyers made derogatory,
25 slanderous, racial epithets, disgusting
26 language, and they were sued for discrimination
27 in Orleans Parish. And of course, the lawyers
28 and the law firm said, look, we -- there's no
29 possible way we're going to receive a fair and
30 impartial jury in Orleans Parish because the
31 fact of the matter is the vast majority is going
32 to be African American Black jurors.

1 And in that case, they even called, which --
2 you are not -- you didn't hear -- you heard a
3 bunch of argument today, no proof. They called
4 Dr. LeBlanc to testify to basically tell the
5 district court judge and to offer proof that a
6 jury could be fair and impartial in Orleans
7 Parish. Now, think about that. Being insulted
8 to the -- to your core, not withstanding that
9 the Fourth Circuit said this, "The trial Court
10 considered Dr. LeBlanc's testimony that the
11 survey data can be used to support a particular
12 position. Dr. Ryan did not state that it was
13 impossible to impanel a fair jury. Rather that
14 a percentage of Black perspective jurors may not
15 be fair. Obviously, there remains perspective
16 Black jurors who can be impartial under the
17 alleged facts in this litigation. Based on this
18 record, the defendants do not convince us that
19 they cannot receive a fair trial in Orleans
20 Parish.

21 And, Judge, basically you're right. You've
22 been proven to be right. And you would be right
23 again, Your Honor, and to properly deny the
24 motion to transfer venue in this case for all
25 the reasons stated herein, Judge, and those
26 offered in our papers. And Judge, I'd like to
27 -- before I forget -- I'd like to offer, file,
28 and introduce into the record, not the snipit,
29 but the entirety of the hearing in the *Cameron*
30 *Parish School Board* case, as well as the aerial
31 photography depicting the Cameron Parish lines
32 and the -- Judge, we -- we do have the amending

1 and supplemental petition in the *Clark* case that
2 is simply going to evidence that the hospital
3 district was a party plaintiff to that
4 litigation.

5 MR. MAZZONE:

6 I don't have any objections, Your Honor, to
7 those offers.

8 THE COURT:

9 All right.

10 MR. MUDD:

11 Yeah, when I say offer, file, and introduce
12 our papers, that means not only the opposition,
13 Your Honor, but any and all attachments that are
14 attached thereto.

15 THE COURT:

16 All right. Let it be received.

17 MR. MAZZONE:

18 No objection to that, Your Honor.

19 Your Honor, may I respond briefly?

20 Go ahead, Vic.

21 MR. MARCELLO:

22 No, go ahead.

23 MR. MAZZONE:

24 No, no. You go. You first.

25 MR. MARCELLO:

26 Your Honor, Victor Marcello for the
27 plaintiffs. I'm going to try to be as brief as
28 possible. I want to just pick up on a thing
29 that Mr. Mudd addressed. When this motion was
30 filed, the motion was filed by the -- by the
31 defendants based on Article 122. We responded
32 and answered the arguments made in that

1 memorandum and then the reply brief seems to
2 drift much more heavily into the constitutional
3 area. So basically it seems to me that at least
4 if you read the papers, there's almost an
5 implicated admission that they can't carry their
6 burden of proof under Article 122. They have to
7 -- they have to go to the constitution for
8 support for a change of venue.

9 And as Mr. Mudd pointed out, the principle
10 case they cite or rely on in connection with
11 that is the *Caperton* case, which is the case
12 involving Mr. Blankenship and the coal company
13 in West Virginia. But I'd like to point out to
14 you what happened in *Caperton* because -- because
15 in *Caperton*, the Supreme Court emphasized that
16 it was an extreme case by any measure. What the
17 Court said was, "The facts now before us are
18 extreme by any measure. The parties point to no
19 other instance involving judicial campaigns,"
20 et cetera, et cetera "or that present the same
21 circumstances."

22 Then they go on to say, "It is true that
23 extreme cases often test the bounds of
24 established legal principles and sometimes no
25 administrable standard may be available to
26 address the perceived wrong. But it is also
27 true that extreme cases are more likely to cross
28 constitutional limits." So basically what
29 they're arguing is that you should agree and
30 change with them and change venue because this
31 is an extreme case. But this is not an extreme
32 case, and I don't think they've carried their

1 burden of showing it's an extreme case.

2 They -- they rely very heavily on the *Tumey*
3 case. And the *Tumey* case says, it is -- which
4 is a constitutional case. It is cited in the
5 *Caperton* case and it -- *Tumey* basically says, it
6 is well established" -- this -- I'm quoting
7 *Caperton* and it includes the quote from *Tumey*.
8 "It is well established that a judge may not
9 preside over a case in which he has a, open
10 quotes, direct personal substantial pecuniary
11 interest." I don't see how in -- under the
12 facts of this case -- that any potential juror
13 could have a direct pecuniary personal interest
14 in the case.

15 As a matter of fact, the argument being made
16 is that, well, the jury won't know where the
17 money's going. Well, if the jury doesn't know
18 where the money's going, how are they going to
19 know what their interest is in the case? How --
20 how could they -- they cannot prove a direct
21 personal interest. So it seems to me that they
22 pretty much conceded. They can't carry their
23 burden under 122. They're relying on the
24 constitution and the -- and this is not an
25 extreme case, and if the -- if it's not an
26 extreme case, they have no constitutional
27 argument.

28 Now, we also question, Your Honor, their use
29 and reliance, in large part, on recusal cases as
30 opposed to change of venue cases. And I just
31 want to point out in connection with that, that
32 if you -- it's kind of ironic, but if we read

1 the recusal article, it kind of refutes their
2 entire argument. Because in the -- in Article
3 151, which involves a recusal of judges it says,
4 "In any cause in which the state or a political
5 subdivision thereof is interested, the fact that
6 the judge is a citizen of the state or a
7 resident of the political subdivision or pays
8 taxes therein is not a ground for recusal.

9 So if you look at our recusal argument --
10 article, it seems to say, look, you can't -- the
11 fact that the taxpayer may not -- the judge may
12 have to pay more taxes or whatever, doesn't
13 count. You can't go there. And that's where
14 they're going.

15 Lastly, Your Honor, they -- one of the
16 things pointed out by -- by the descent in -- in
17 the *Caperton* case, because I'll point out the
18 descent in the *Caperton* case didn't even --
19 didn't even think that the extreme facts there
20 warranted the application of the due process
21 clause. But what the descent points out is that
22 there is a presumption of honesty and integrity
23 in those serving as adjudicators.

24 The jury here is entitled to a presumption
25 -- the prospective jurors are entitled to a
26 presumption that they will be honest and carry
27 out their duties with integrity. And to suggest
28 otherwise is an insult to the -- to the citizens
29 of the parish.

30 With this, Your Honor, I'll ask that, Your
31 Honor, deny the motion.

32 THE COURT:

1 All right. Thank you, Mr. Marcello.

2 MR. MAZZONE:

3 May I respond, Your Honor?

4 THE COURT:

5 Oh, just a minute, Mr. Mazzone.

6 MR. MAZZONE:

7 I should take a number.

8 MR. PRICE:

9 Get in line here. Donald Price on behalf of
10 the State of Louisiana, through the Department
11 of Natural Resources. At its base, this is an
12 argument that the jurors self-interest is going
13 to outweigh their ability to be fair and direct.
14 When it comes to the jurors self-interest, this
15 is a regulatory enforcement action. No juror --
16 there's no private right of action under SLCRMA.
17 No juror is going to benefit from anything that
18 is awarded under SLCRMA. This is a regulatory
19 action.

20 And I am certain that as someone who has to
21 face voters on a periodic basis, I don't need to
22 remind, Your Honor, that there is a certain
23 amount of skepticism about self-government and
24 about the government generally among the people
25 of this state, people of this parish. And they
26 don't have to be reminded that they are -- what
27 is done by government in their name is not
28 necessarily for their benefit. And I'll leave
29 it at that.

30 Thank you, Judge.

31 THE COURT:

32 All right. Thank you.

1 All right. Mr. Mazzone, you can --

2 MR. MAZZONE:

3 Nope.

4 THE COURT:

5 -- you may reply now.

6 MR. MAZZONE:

7 Thank you, Your Honor.

8 Your Honor, I'm going to start with -- I
9 apparently got a fact wrong about the *Cameron*
10 *Parish School Board* case and Mr. Mudd corrected
11 me and said the property wasn't owned by the
12 parish, but it was owned by the state. My -- of
13 course, my point was the same. That was a
14 legacy case. The property -- the lawsuit was
15 about a specific piece of property that the
16 claimants, whether it be the school board or the
17 state owned and the money was going to clean up
18 that property or to the -- the landowner, the
19 property. That's not what we have here. Okay?

20 And I think it's -- it's probably the most
21 important thing I can say is that nobody has
22 denied that not one penny of the money, if any
23 is awarded in this case, would go to restoring
24 or making more resilient the property that
25 they've called the operational area that's
26 inside this lawsuit. Not one penny of the money
27 is going to go to that property. It goes to
28 Cameron Parish for restoration, resiliency
29 project. Okay? That means the people sitting
30 on the jury can benefit from the biggest
31 possible award and be harmed by a zero award in
32 that case, because the money is to be -- is to

1 go to restoration projects in Cameron Parish
2 which could be their properties. They have no
3 idea of how -- where it's going to go.

4 They -- unlike a legacy case, they can't
5 say, well, that's over in Creole or whatever,
6 that doesn't affect us, I'm not interested in
7 that case. They don't know where the money is
8 going. They do know it goes to Cameron Parish.
9 They do know it goes to restore Cameron Parish.
10 Could be their property, their families
11 property, their friends property, their
12 co-workers property. As I said, that's where
13 the money goes. That's why this is not like a
14 legacy case. So that's -- that's point one.

15 Now, Mr. Marcello read the statute about
16 recusal and you can't be recused because you're
17 a taxpayer. Well, that -- those are the cases
18 they cited. The cases they cited in their
19 opposition were, your status as a taxpayer in a
20 case involving a government entity doesn't
21 disqualify you as a jury. We agree with that.
22 We're not saying the jurors can't sit in this
23 case because they're residents of Cameron Parish
24 and the plaintiff -- one of the plaintiffs is
25 Cameron Parish. That's not our -- in our
26 argument.

27 We're saying these jurors will benefit from
28 the outcome of this case or be harmed by an
29 adverse outcome in this case. That's our point.
30 Not the fact that Cameron Parish is the
31 plaintiff in the case and they're residents of
32 the parish and be impacted in some that -- some

1 intangible way in that way.

2 Mr. -- Mr. Marcello said the pecuniary
3 interest has to be direct. That's not what the
4 *Wilson* case says. It says it can be indirect.
5 As I said before, every single dollar awarded by
6 this jury goes to restoration in Cameron Parish.
7 Not awarded by the jury will not go to
8 restoration in Cameron Parish. Cameron Parish
9 will be hurt as a result.

10 Now, the other thing I heard from both
11 Mr. Mudd and Mr. Marcello was that somehow we've
12 changed our position; that we didn't really talk
13 about the constitution too much in our -- in our
14 memorandum. Judge, if you read it, you know
15 that we did. Okay? It's very clear. The basis
16 of the motion is Article 122, the reasons
17 articulated on '22 -- prejudice in the public
18 mind or other sufficient cause, including the
19 due process arguments we made. If -- if you
20 want, go back and reread it, but it's -- it's
21 clear as a bell. We made both Article 122 and
22 constitutional arguments in our original motion
23 papers. And basically the reply just points out
24 all the arguments that -- that the plaintiff
25 thinks we made that we didn't make. That's what
26 the essence of the reply is.

27 Mr. Mudd had said that there's no evidence,
28 no evidence that these jurors can't be fair.
29 Well, that's why I started my presentation of
30 what the law is. The law does not require you
31 to ask, do I think these jurors could be fair in
32 this case? The law does not require you to ask

1 that, when the challenge is -- when the -- when
2 the motion is a motion to transfer the venue of
3 the case. Once again, there are confusing
4 challenges for cause and the basis for transfer.

5 The basis for transfer here is not that you
6 might not be able to find 12 jurors. We -- we
7 walked through the cases. The fact that you
8 could find 12 jurors who might be fair and
9 impartial doesn't resolve the motion. The
10 question is, will they be interested in the
11 outcome of the case? Will they reasonably
12 believe that a jury -- a verdict in favor of the
13 parish will help them or a verdict against the
14 parish will hurt them? Do they reasonably
15 believe that? And I think all the evidence
16 shows that.

17 We're not arguing about bad publicity or too
18 much publicity or whatever or anything like
19 that. The expert in the *Plaquemines* case
20 focused only on the extent of publicity
21 involving these cases. The *Faulk* case, the
22 *Savoie* case, the *Atkins* case that have been
23 talked about, Judge, in those cases,
24 Schlumberger or McCalls or the defendant law
25 firm in *Atkins* no body argued that the jurors
26 were going to be interested in the outcome of
27 the case. Nobody argued that.

28 In *Faulk* the argument was -- in *Savoie* that
29 argument was -- Michael Savoie is the son of the
30 -- the sheriff, and, you know, we can't get a
31 fair trial. No one argued that the jurors were
32 interested in the outcome of the case. Same

1 with *Faulk*. *Faulk* was a policy juror who was --
2 died. His wife brought the case. His -- his
3 wife was running for Police Jury at the time.
4 The argument was, we can't get a fair trial in
5 Cameron Parish because of all these political
6 connections. That's not our argument. *Atkins*
7 is a race discrimination case. Nobody said they
8 couldn't -- the jurors were interested in the
9 outcome of the *Atkins* case. Those cases -- is
10 just not applicable.

11 Okay. So we heard about, well, *Clark* and
12 *Frank*, the cases we're talking about are
13 criminal cases. And they -- we heard about
14 Article 622. This is not an Article 622 case,
15 it's a 122 case. Well, those -- those
16 provisions are similar. They're not identical.
17 Don't know why they're not identical, they ought
18 to be. But it's really interesting, Judge. The
19 principles the same, right? Whether we're
20 talking about a recusal of a judge or the --
21 whether a jury's impacted, whether a mayor
22 should be presiding over a forfeiture case or
23 whatever, the principles are all the same. We
24 want the decision-maker to be neutral whether
25 it's administrative officer, a mayor, a judge,
26 whatever. We want the decision-maker to be
27 neutral. That's the principle. It's the same
28 in Article 622, same as Article 122.

29 Now, here's the kicker of all that. The
30 reason why the criminal cases are applicable and
31 on point and you can rely on them, if you look
32 at Revised Statute 13:3041, which tells you what

1 the juror qualifications are in a civil case, if
2 you go look, I want to know what are the
3 qualifications for serving on a jury in a civil
4 case? I go to that statute. Where does it send
5 me? It sends me to Article 401 of the Criminal
6 Code. So we -- the law recognizes these --
7 these things are related and -- but the
8 principle is the same. So Revised Statute
9 13:3041 sends you to Article 401 of the Criminal
10 Code for qualifications of jurors in civil
11 cases.

12 The comment of motions to transfer a venue
13 are almost unheard of, that was made by some
14 commentator. It's not in the statute. Article
15 -- Article 122 doesn't say only in extreme cases
16 can you transfer a venue in a case. Doesn't say
17 that. And so, you know, that's the law
18 according to Mr. Marcello. I've -- I don't see
19 any case that says you can't transfer venue in a
20 civil case unless it's an extreme case, I don't
21 even know what that is.

22 Okay. Mr. Mudd said, you know, no one heard
23 his comments at the status conference. Well,
24 that's not our point. It's not that the jurors
25 have heard Mr. Mudd argue a case or talked about
26 this case, that's not the point. So the jurors
27 who come to sit in this case are going to
28 reasonably believe they're going to be
29 interested in the outcome of the case based on
30 the way they pled it.

31 The -- they seem to suggest that we -- we've
32 distorted their lawsuit. Judge, I quoted from

1 the lawsuit. Those things -- those words on the
2 slide were from the lawsuit. They were quotes
3 from the lawsuit. The only thing I said outside
4 of those quotes was the operational area is
5 arbitrary. And it is arbitrary. They picked
6 what 8,000 acres are in. They could have easily
7 brought one lawsuit and sued with respect to all
8 those -- brought all ten of the lawsuits in one
9 case. They could have easily done that because
10 the operational areas are arbitrary from case to
11 case. But we didn't distort the lawsuit. We
12 quoted from the lawsuit. Mr. Mudd told me
13 earlier, the word "hurricane" is not in the
14 lawsuit. Well, "storm" is. That's what the
15 case is about. It's about land loss in Cameron
16 Parish that they think is caused by these permit
17 violations. That's what the case is about.

18 Again, a lot of talk about *Clark*. *Clark*
19 case involved a public body. The jury zeroed
20 out the public body in that case. Okay. So
21 what? That's not our argument. We've not said
22 an oil and gas company can't get a fair trial or
23 can't win in Cameron. We've not said that.
24 *Clark* is not -- doesn't have anything to do with
25 what we're talking about here. Nobody in -- in
26 *Clark* said -- or there's not even a suggestion
27 that the jurors are interested in the outcome of
28 that case. It was a legacy case. Not our
29 argument.

30 Mr. Mudd talked about the same lawyers in
31 the same law firms. I think he -- what he's
32 trying to do is to say -- undermining my point

1 that -- the moving defendants in this case to
2 the best of my knowledge have never moved for a
3 change of venue in any case in Cameron Parish
4 claiming that the jurors can't be fair and
5 impartial. We never said that. Now, I don't --
6 you know, we have to go by what the clients did
7 in their case, not what their lawyer said. So
8 that's -- that's still the case.

9 Judge, for the most part, I don't think
10 they've -- they've responded to our argument.
11 The only thing I heard that comes remotely close
12 to responding to our argument is Mr. Marcello
13 saying the jurors need a direct pecuniary
14 interest in the case. That's not the law. It's
15 clearly not the law. The Supreme Court said in
16 the *Wilson* case -- Supreme Court of Louisiana --
17 an indirect pecuniary interest is enough.

18 So I -- Judge, I would -- I don't have
19 anything more to say because I don't think they
20 really responded to my -- our argument. But I
21 would like to offer and introduce into evidence
22 all of our motion papers, the memorandum, the
23 reply, and all the exhibits attached and
24 referred to in those papers. I'm assuming
25 there's no objection.

26 MR. MUDD:

27 No objection, Your Honor.

28 THE COURT:

29 All right. Let them be received.

30 MR. MAZZONE:

31 Again, Your Honor, I would urge you to grant
32 this motion to transfer venue.

1 THE COURT:
2 All right. Thank you.
3 The motion was well argued by both sides. I
4 think it's an important and serious matter, so
5 I'm going to take the matter under advisement
6 and issue a written opinion within 30 days.

7 All right. Thank you.

8 ATTORNEYS' RESPONSE:

9 Thank you, Your Honor.

10 THE COURT:

11 Anything else? Okay.

12 All right. Court is adjourned.

13 THE BAILIFF:

14 Court is adjourned.

15 MR. MUDD:

16 Judge?

17 THE COURT:

18 Yeah. On the record?

19 MR. MUDD:

20 Yes, ma'am.

21 THE COURT:

22 Okay.

23 MR. MUDD:

24 I think I offered -- I think I offered,
25 filed, and introduced the petition and the
26 amended petition in the *Faulk* case.

27 ATTORNEYS' RESPONSE:

28 Yeah, you did.

29 THE COURT:

30 So the clerk needs a copy.

31 All right. Thank you.

32 **[PROCEEDINGS IN THIS MATTER CONCLUDED]**

C E R T I F I C A T E

This certification is valid only for a transcript accompanied by my original signature and original seal on this page.

I, ROXANE D. BOUDOIN, CCR, OFFICIAL COURT REPORTER in and for the State of Louisiana, contracted as an official court reporter by the Thirty-Eighth Judicial District Court for the State of Louisiana, as the officer before whom this testimony was taken, do hereby certify that this forgoing 70 pages of testimony was reported by me in the stenomask reporting method, was prepared and transcribed by me or under my direction and supervision, and is a true and correct transcript to the best of my ability and understanding of the proceedings taken in the cause entitled THE PARISH OF CAMERON VERSUS AUSTER OIL & GAS, INC. ET AL, DOCKET NUMBER 10-19582, the time and place set forth on page one hereof; that the transcript has been prepared in compliance with the transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana; and that I am not related to counsel or to the parties herein nor am I otherwise interested in the outcome of this matter.

May 3, 2023

Roxane D. Boudoin, CCR
Official Court Reporter
Certification Number 26002

EXHIBIT 3

RECEIVED & FILED

2013 NOV 14 PM 3 44

MARK CLARK

VS. NO. 10-18866

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

CARL T. BROUSSARD
CLERK OF COURT
STATE OF LOUISIANA
CAMERON PARISH, LA.

: PARISH OF CAMERON

:

FILED: _____

:

DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No ✓

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ N/A

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ N/A

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ - 0 -

Area 3 \$ - 0 -

Area 4 \$ - 0 -

Date: 11 - 14 - 13

Foreperson: Juror # 11 Zackary

MARK CLARK

VS. NO. 10-18866

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

RECEIVED & FILED
2013 NOV 14 3 44 PM '13
38TH JUDICIAL DISTRICT COURT

CARLENE BOUSSARD
CLERK OF COURT
STATE OF LOUISIANA
PARISH OF CAMERON
CAMERON PARISH, LA.

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ 0

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ 0

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Act 312

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(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0

Area 3 \$ 0

Area 4 \$ 0

Date: 11/14/13

Foreperson: Nichole Smith #126

RECEIVED & FILED

MARK CLARK

2013 NOV 14 PM 3:11 JUDICIAL DISTRICT COURT

VS. NO. 10-18866

CARL E. JOHNSON
CLERK OF COURT
PARISH OF CAMERON
CAMERON PARISH, LA.

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

- 1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

- 2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No _____

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ _____

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ _____

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Act 312

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(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0 _____

Area 3 \$ 0 _____

Area 4 \$ 0 _____

Date: 11.14.13 _____

Foreperson: Victoria Dougo _____

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MARK CLARK

2013 NOV 14 PM 3:41 JUDICIAL DISTRICT COURT

VS. NO. 10-18866

CARL E. BROUSSEAU STATE OF LOUISIANA
CLERK OF COURT
CAMERON PARISH, LA PARISH OF CAMERON

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

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1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No ✓

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

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Yes _____ No

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

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(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ _____

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Act 312

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Area 2 \$ 0

Area 3 \$ 0

Area 4 \$ 0

Date: 11/14/13

Foreperson: Austin Bowdreap

MARK CLARK
VS. NO. 10-18866

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

RECEIVED & FILED
: 38TH JUDICIAL DISTRICT COURT
2013 NOV 14 PM 3 44
: STATE OF LOUISIANA
CARL E. BROUSSARD
CLERK OF COURT PARISH OF CAMBRON
CAMERON PARISH, LA.
:

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

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Yes _____ No

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No _____

(When nine or more of you reach an agreement, proceed to Question No. 3.)

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Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

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Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

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(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ _____

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INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0 _____

Area 3 \$ 0 _____

Area 4 \$ 0 _____

Date: 11-14-13

Foreperson: L. Ruby Walsh

RECEIVED & FILED

MARK CLARK

2013 NOV 14 : PM 3:38 PM JUDICIAL DISTRICT COURT

VS. NO. 10-18866

CARL E. BROUSSARD STATE OF LOUISIANA
CLERK OF COURT

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

CAMERON PARISH, PARISH OF CAMERON

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

- ~~2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?~~

~~Yes _____ No _____~~

~~(When nine or more of you reach an agreement, proceed to Question No. 3.)~~

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ 0 _____

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ _____

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0 _____

Area 3 \$ 0 _____

Area 4 \$ 0 _____

Date: 11/14/13

Foreperson: Clayton D. M. King Juror # 2

MARK CLARK

VS. NO. 10-18866

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

RECEIVED & FILED

2013 NOV 14 PM 3:44 38TH JUDICIAL DISTRICT COURT

CARL E. BRUNSSARD
CLERK OF COURT
STATE OF LOUISIANA
PARISH OF CAMERON
CAMERON PARISH, LA.

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No ✓

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ 0 _____

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ 0 _____

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0

Area 3 \$ 0

Area 4 \$ 0

Date: 11-14-13

Foreperson: Juror #4

RECEIVED & FILED

MARK CLARK

2013 NOV 14 PM 3 48TH JUDICIAL DISTRICT COURT

VS. NO. 10-18866

CARL C. BROUSSARD STATE OF LOUISIANA
CLERK OF COURT
CAMERON PARISH, LA PARISH OF CAMERON

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No _____

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No ✓ _____

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ 0 _____

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ 0 _____

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0 _____

Area 3 \$ 0 _____

Area 4 \$ 0 _____

Date: Nov. 14, 2013 _____

Foreperson: 130 _____

RECEIVED & FILED

MARK CLARK

2013 NOV 14 PM 3:38 JUDICIAL DISTRICT COURT

VS. NO. 10-18866

CARLE E. BROUSSARD
CLERK OF COURT
CAMERON PARISH, LA.
STATE OF LOUISIANA
PARISH OF CAMERON

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No _____

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ _____

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ _____

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ -0-

Area 3 \$ -0-

Area 4 \$ -0-

Date: 11-14-2013

Foreperson: Arona Mack

MARK CLARK

VS. NO. 10-18866

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

RECEIVED & FILED

2013 NOV 14 PM 3:38TH JUDICIAL DISTRICT COURT

CARL M. BROUSSARD
CLERK OF COURT
STATE OF LOUISIANA
PARISH OF CAMERON
CAMERON PARISH, LA.

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No _____

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ _____

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ _____

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0.00

Area 3 \$ 0.60

Area 4 \$ 0.00

Date: 11-14-13

Foreperson: #7

MARK CLARK

VS. NO. 10-18866

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

RECEIVED & FILED
2015 NOV 14 PM 3 43
38TH JUDICIAL DISTRICT COURT
STATE OF LOUISIANA
CARL E. BOISSARD
CLERK OF COURT
PARISH OF CAMERON
CAMERON PARISH, LA.

FILED: _____

DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes No

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes No

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ _____

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No ✓ _____

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ _____

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0 _____

Area 3 \$ 0 _____

Area 4 \$ 0 _____

Date: 11-14-13

Foreperson: Patey M. Pariché

RECEIVED & FILED
2013 NOV 14 PM 3 43

MARK CLARK
VS. NO. 10-18866

CARL J. BONSARD 38TH JUDICIAL DISTRICT COURT
CLERK OF COURT
CAMERON PARISH, LA STATE OF LOUISIANA

WAGNER OIL COMPANY,
APACHE CORPORATION, and
BP AMERICA, INC.

: PARISH OF CAMERON
:
:

FILED: _____

: _____
DEPUTY CLERK OF COURT

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ _____ No _____

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ _____

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No ✓

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0

Area 3 \$ 0

Area 4 \$ 0

Date: 11-14-13

Foreperson: Bryan Little

MARK CLARK : 38TH JUDICIAL DISTRICT COURT
 VS. NO. 10-18866 : STATE OF LOUISIANA
 WAGNER OIL COMPANY, : PARISH OF CAMERON
 APACHE CORPORATION, and :
 BP AMERICA, INC. :
 FILED: _____ :

 DEPUTY CLERK OF COURT

RECEIVED & FILED
 2013 NOV 14 PM 3 42
 CLERK OF COURT
 CAMERON PARISH, LA.

VERDICT FORM

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

1. Do you find that the plaintiffs' property has sustained environmental damage from oilfield operations?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 2. If nine or more of you answer "no," then proceed to Question No. 3.)

2. Do you find that BP or its predecessors were responsible for the environmental damage to the plaintiffs' property?

Yes _____ No _____

(When nine or more of you reach an agreement, proceed to Question No. 3.)

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Breach of Contract / Lease

3. Do you find that BP or its predecessors breached the Leases by failing to return the plaintiffs' property to the condition promised?

The term "Leases" means the 1948 Oil, Gas, and Mineral Leases executed between the plaintiffs' predecessors and BP's predecessor, Stanolind Oil and Gas Company, burdening the property at issue in this case.

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 4. If nine or more of you answer "no," then proceed to Question No. 5.)

4. What amount of money, if any, is necessary to return the plaintiffs' property to the condition promised in the Leases?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 5.)

\$ _____

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. **You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.**

Tort and Exemplary Damages

5. Was any negligence of BP or its predecessors a legal cause of any damage to the plaintiffs' property?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 6. If nine or more of you answer "no," then proceed to Question No. 9.)

6. What amount of money, if any, would compensate the plaintiffs for the negligence of BP or its predecessors?

(When nine or more of you reach an agreement on the amount of damages, enter the amount on the line below. Once you have entered that amount, then proceed to Question No. 7.)

\$ _____

7. Did BP or its predecessors handle, store, or transport hazardous or toxic substances with wanton or reckless disregard for public health and safety on the plaintiffs' property at any time between September 3, 1984 and April 16, 1996?

Yes _____ No _____

(If nine or more of you answer "yes," then proceed to Question No. 8. If nine or more of you answer "no," then proceed to Question No. 9.)

8. What amount of exemplary or punitive damages, if any, do you award against BP?

INSTRUCTIONS: For each legal claim, answer each question and proceed as directed. When nine members of the jury agree on an answer, proceed to the next question in accordance with the instructions. You should answer the questions under each legal claim independently and without regard to how you answered the questions under the other legal claims.

Act 312

9. What amount of money, if any, is required to remediate the plaintiffs' property to the Louisiana standards and regulations?

(When nine or more of you reach an agreement on the amount for each area, enter the amount on the line below. Once you have entered an amount for each area, then proceed to the end of the form, date it, have the foreperson sign it, and advise the bailiff that you are ready to return to the courtroom.)

Area 2 \$ 0

Area 3 \$ 0

Area 4 \$ 0

Date: 11/14/13

Foreperson: Justin Boudreau

EXHIBIT 4

Louisiana Oil & Gas Associations Respond to Fifth Circuit Ruling in Coastal Litigation

AUGUST 10, 2020 by LOGA | THE VOICE OF LOUISIANA'S OIL AND GAS INDUSTRY in NEWS

Baton Rouge, LA (August 10, 2020) – **Gifford Briggs**, President of the Louisiana Oil and Gas Association (LOGA) and **Lori Leblanc**, Interim President of the Louisiana Mid-Continent Oil and Gas Association (LMOGA) issued the following joint statement in response to today's order from the U.S. Court of Appeals for the Fifth Circuit:

"To be clear, the Fifth Circuit's decision issued today has no bearing on the facts of the case nor the merits of the issues raised by the defendants in the litigation. Whether these cases move forward in federal court or state court, we will continue to defend against the meritless cases and show why the lawsuits do nothing for Louisiana's coast. These unnecessary and abusive lawsuits continue to be counterproductive to our state, and any effort to restore and protect our coastline. The hundreds of defendants in these suits, made up of thousands of Louisiana families and employees, will continue to do their part in providing reliable energy, economic opportunity, and actual, tangible results for our state's precious coast. In fact, largely as a result of the industry's ongoing investments and continued commitment, CPRA will have more projects under construction this year than ever before in our state's history."

###

EXHIBIT 5

LOGA & LMOGA Issue Joint Statement Regarding Coastal Land Loss Suits

MARCH 4, 2021 by KATI HYER | VICE PRESIDENT OF COMMUNICATIONS in NEWS

BATON ROUGE, LA (March 3, 2021) — Tyler Gray, President of the Louisiana Mid-Continent Oil and Gas Association (LMOGA), and Mike Moncla, President of the Louisiana Oil and Gas Association (LOGA), issued the following joint statement today in response to new developments regarding the Louisiana coastal lawsuits:

“It is disappointing that some elected officials have sided with plaintiffs’ attorneys in support of job-killing lawsuits and a flawed settlement scheme that could put our coast further at risk.

Through these lawsuits, the government seeks to impose sweeping, retroactive liability on the entire oil and gas industry for activities carried out according to federal laws and regulations decades ago. This misguided attempt to rewrite history and penalize energy producers for legally conducted operations that have been endorsed and incentivized by state and local leaders for nearly a century is a distortion of the law dreamed up and marketed by plaintiffs’ attorneys, presumably to serve their own financial gain.

The secretive manner in which the proposed settlement with one defendant is being plotted behind closed doors also raises serious concerns. It’s been over a year since this purported ‘deal’ was announced, and the public has yet to see the details, including the actual terms. This complete lack of transparency and oversight has allowed private plaintiffs’ attorneys to act with unbridled discretion over government-sponsored lawsuits, which have the potential to impact coastal, economic, and environmental policy in the state for generations.

Contrary to recent claims by some elected officials, this proposed settlement is not dedicated to coastal restoration—the supposed reason why these lawsuits were filed. Under this problematic proposal, funds could be used for projects unrelated to coastal restoration and hurricane protection. This convoluted approach is inconsistent with current state law, and it exposes these lawsuits for what they really are—a money grab unconcerned with coastal restoration.

LMOGA, LOGA, and our member companies will continue to fight these meritless coastal lawsuits and oppose the implementation of this untenable settlement scheme. However, we remain committed to developing real solutions that will preserve and protect our coast, and we welcome the opportunity to work with Governor Edwards, Attorney General Landry, and other leaders in undertaking collaborative efforts to achieve this shared goal.”

###

About LMOGA

Louisiana Mid-Continent Oil and Gas Association, founded in 1923, is a trade association exclusively representing all sectors of the oil and gas industry operating in Louisiana and the Gulf of Mexico. LMOGA serves exploration and production, refining, transportation, marketing and mid-stream companies as well as other firms in the fields of law, engineering, environment, financing and government relations.

About LOGA

The Louisiana Oil & Gas Association was organized in 1992 to represent the Independent and service sectors of the oil and gas industry in Louisiana; this representation includes exploration, production and oilfield services. LOGA's primary goal is to provide our industry with a working environment that will enhance the industry. Find out more information at: <http://www.loga.la>

EXHIBIT 6

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Friday



TARPOON SUNDAY will be observed Sept. 27 at Our Lady Star of the Sea Catholic Church in Cameron. The church has been decorated for the event.

Tarpons Sunday set

All South Cameron athletes, their families, teachers and coaches have been invited for worship with members of Our Lady Star of the Sea Catholic Church on Sept. 27, as Tarpon Sunday is observed at the 10 a.m. Mass, according to the Rev. Al Volpe, pastor.

The Cameron Council Knights of Columbus will prepare a buffet luncheon to follow the service. The Catholic Daughters will prepare a dessert table. Geneva Brown LeLande will coordinate the service. The invitation includes the requirement of wearing the Tarpon colors, Father Volpe said.

Health fair to be held at Creole

Boudoin Brothers' American Legion Post 176, in conjunction with the Jeanette Community Based Outpatient Clinic, is conducting a health fair for Cameron Parish veterans.

The fair is slated for 10 a.m.-2 p.m. Wed., Sept. 23, at the American Legion Post 176 hall in Creole.

The seminar will offer blood pressure tests, blood sugar tests, VA enrollment information and information about services for veterans.

Attendees do not have to be members of the American Legion, or any veterans group, but are required to be veterans.

Sponsors are also welcome.

For more information, contact Judy Boudoin, at the Jennings CBO at 824-1000 or American Legion Post 176 Commander Vernon Frimoux at 542-4386.

DU banquet set Sept. 19

The annual Cameron Parish Ducks Unlimited banquet is set for Saturday night, Sept. 19, at the Sweet Lake Community Center, according to Lest Solena, president.

The cocktail hour and viewing of all of the quacken items gets underway at 5 p.m. with the steak banquet at 7 p.m., followed by the auction and door prizes at 7:45 p.m.

There will be plenty of door prizes for both adult and youngsters, Solena said.

Proceeds from the event will go to National Ducks Unlimited, the world's largest wetlands and waterfowl conservation organization in North America.

Since DU's inception in 1937, the organization has restored, enhanced and protected wetland and upland habitat in Canada, the United States, and Mexico for the benefit of ducks, geese, swans, and other wildlife.

Bank customers feted

BY GENEVA GRIFFITH

Everette and Katherine Doland, formerly of Grand Chenier, drove from Kerrville, Tex., to attend Cameron State Bank's Customer Appreciation Day, held Fri., Sept. 4.

They received tributes from Roy and Dora Rebery, Rebery is president and CEO of Cameron State Bank, and Dean is the bank's grandfather.

Also presenting the shirts were Greg Wickes, Cameron Office Branch manager and Mary Basso, assistant manager, Cameron State Bank.

Cameron Parish's only locally owned and independent bank, has received from Bauer Financial Reports and Verbano, Inc., the nation's two most awarded banking services, the highest award for safety, soundness and performance.

Cameron State Bank was recently voted by the readers of "The House of Lakes Observer," the "Best" Bank in Southwest Louisiana award.

The bank has 36 offices in Cameron, with an extensive ATM network, a 24-hour account information service, and 24-hour loan application service.

Cameron Parish 35th ILOT

Cameron will be the largest Outdoor event

Sept. 19, 1998, 7:00 a.m. - 7:00 p.m.

Location: ILOT



Glenda Abshire Schexnider seeks seat in Dist. 2

Glenda Schexnider Abshire of Hackberry is seeking re-election to the District 2 seat on the Cameron Parish School Board in the Oct. 3 election.

Abshire, 44, has 25 years of business experience and is currently the safety coordinator for Richard E. Abshire, Inc.

A native of Cameron Parish, she is a 1972 graduate of Hackberry High School and attended McNeese State University for three years.

Abshire is treasurer of the Hackberry Parent/Teacher Organization, a member of the Louisiana Branch of Dyslexia Society, the International Dyslexia Association for the Learning Disabled, Concerned Women for America, Louisiana's School Board Association, and National School Board Association. She is also the coordinator for St. Jude's Bible-A-Thon.

As a school board member, Abshire is the legislative liaison for Cameron Parish. She also represents Cameron Parish School Board on the 4-E Advisory Committee and Special Education Advisory Committee.

Abshire has attended numerous seminars, conferences, and workshops throughout the region concerning educational issues and state and federal educational laws. She has received awards for the past four years as a certified school board member for Louisiana.

She and her husband have three children, and are members of St. Peter's Catholic Church.



Clifton Morris is candidate in Dist. 1

Clifton L. "BoBo" Morris, 46, has announced his candidacy for District #1 School Board member in the Oct. 3 election. He has lived in Johnson Bayou for 25 years and is a graduate of West Orange High School in Orange, Tex. He has been married for 28 years to the former Patricia Henington of Orange, Tex. They have four sons, Donald and Dale Morris. Donald has a degree in political science and is working on a second degree in computer science at Lamar University in Beaumont, Tex. Dale is attending Lamar University majoring in computer science.

Morris has worked in the oil and gas industry for the past 26 years. He was employed by Texas Oil Co. in Fort Arthur, Tex. for seven years and has been employed by Mobil Oil Co. for the last 19 years as a measurement reliability specialist.

He served on the Johnson Bayou Recreation Board for eight years and was president two years. He was a volunteer at the Johnson Bayou Volunteer Fire Department in the first three years of its inception. He has worked for the annual beach cleanup as a Mobil representative at Martin Beach since its beginning.

Morris is a charter member of the Riley V. Richard Scholarship Fund, which began 12 years ago as a community sponsored workshop, to benefit a graduate each year.

Cleanup of beaches set

By GENEVA GRIFFITH

The annual Beach Sweep of Cameron Parish beaches will get underway Saturday morning, Sept. 19. Cameron has the longest beach front in Louisiana.

Due to the death of Ed Reby, who organized the event in Cameron Parish, two new captains have been selected to take his place by the Cameron Parish

Police Jury, Buddy Settemore, of Cameron, and Nat. Griffith, of Johnson Bayou.

They announced that the same program will be in effect since it was organized in 1986. "Different corporations and clubs adopting area beaches in the fight against litter."

The program is a "clean-up" program designed to rid Louisiana's recreational beaches at beach users' expense. It is a "clean-up" program designed to rid Louisiana's recreational beaches at beach users' expense. It is a "clean-up" program designed to rid Louisiana's recreational beaches at beach users' expense.

The program is a "clean-up" program designed to rid Louisiana's recreational beaches at beach users' expense. It is a "clean-up" program designed to rid Louisiana's recreational beaches at beach users' expense.



Clifton Hebert is candidate in Dist. 6

Clifton J. Hebert, 37, has announced he is seeking reelection to the District 6 seat on the Cameron Parish School Board in the Oct. 3 election. He is completing his first term on the board.

Hebert is operations manager for Grain Brothers, Inc. He is a native of Cameron, and a graduate of South Cameron High School.

He is youth activity director of Fourth Degree Macc. Criner Knight's of Columbus Council 5491, president of Cameron Parish Council on Aging, a member of the board of directors of Cameron Parish Volunteer Fire and Rescue, Cameron Parish Civil Defense, and Private Industry Council representative for Cameron Parish Volunteer Fire Responders and serves on a United Way committee.

Hebert is a member of Our Lady Star of the Sea Catholic Church, where he is a volunteer 10th grade catechism teacher. He is married to the former Carolyn S. Dwyer, and they have two children.

Prayer event to be held at S. Cam.

On Wed., Sept. 16, more than three million students are expected to gather on their campuses before school to pray. The occasion is the eighth annual "See You At The Pole," a national day of student prayer.

South Cameron High School students will meet at the front flagpole at 7:30 a.m. to pray for their classmates, school community and nation.

The theme for "See You At The Pole 1998" is "See You At The Pole" referring to the story of Queen Esther who interceded for her people to save them from destruction in 473 B.C.

"See You At The Pole" is a student-initiated, student-led movement that began in Texas in 1990 with a single church youth group. It grew to over three million in 1997 including youth in all fifty states and 20 countries.

All South Cameron High School students are encouraged to participate in this student-led, inter-denominational prayer service. Adults are encouraged to meet at other locations to pray in support of the youth. For more information call Alyssa Sellers at 775-7556.

Meeting set

Our Lady Star of the Sea Knights of Columbus Council 5481 of Cameron will hold its monthly meeting Thurs., Sept. 19, at the E.C. Hill building with social and meal at 6 p.m. followed by the rosary and meeting at 7 p.m.

Head Start guidelines

The Cameron and Hackberry Head Start and Summer Child Care Programs have announced guidelines for their Child and Adult Care Food Programs for 1998-99.

Free or reduced meals are available to participants who meet certain income guidelines. Copies of the guidelines can be obtained at the following locations:

Cameron Head Start, 128 D Street, Cameron.

Hackberry Head Start, 1250 Recreation Center, Hackberry.

Meals will be served at these locations.

Festival set

The 1999 Louisiana Fur and Wildlife Festival will be held in Cameron Jan. 7-9. It was announced by a festival official.

The festival is always held on the second full weekend of January of each year. This year it will honor the oil industry.

Gator pageant set Sept. 20

The Alligator Festival Senior Pageant "Miss Gator 1998" will be held Sunday, Sept. 20, at 1 p.m. in the Lake Charles Civic Center Convention Room.

Age 11-23 are invited to enter. Door entries will be accepted. Registration is from 10:30 a.m. to 11:00 a.m.

For entry information call 538-2288 after 6 p.m.



EVERETT AND Katherine Doland came from Kerrville, Texas to attend the Cameron State Bank's Customer Appreciation Day last Friday. They were given Bank T-shirts. Shown from left are Greg Wickes, Dean Rebery, Mr. and Mrs. Doland, Roy Rebery and Mary Basso.



UNITED WAY officials and workers are shown at the Cameron Parish school board meeting last week. Standing from left: Greg Wickes, U.W. director; Dorth Landry, Council on Aging director; Scott Potts and Russ Miller, U.W. members; Dorth Landry, Council on Aging director; and Brent Nunez, U.W. board member. Seated: Daphne Oliver, U.W. staff. (Photo by Geneva Griffith)



Charles Hackett

G. Hackett dies Monday in L. Charles

Charles S. Hackett, 75, of Lake Charles, passed away on Monday, Oct. 4, 2010 in his residence.

Mr. Hackett was owner of Hackett's Cajun Kitchen on Hwy. 14 for 22 years. He was a board member of Jeff Davis Electric Co-op, a member of Rudolph Krusne Masonic Lodge, Scottish Rite Lodge and York Rite Bodies, a past Potentate of Habbib Temple (Shrine), board of Directors of McNeese State University Alumni Association as well as a member of Sweetlake United Methodist Church.

Mr. Hackett's parents ran a grocery store in the Sweetlake area for years and the location became known as Hackett's Corner. He grew up in Cameron Parish.

He is survived by his wife, Karen Hackett and his sister, Wanda Mark of Bell City.

He was preceded in death by his brothers, Thomas L. Hackett of Wolfe, Maine, Robert O. Hackett Jr. of Lake Charles.

His Memorial Service was held at 10:30 a.m. Wednesday, Oct. 6 at University United Methodist Church. Rev. Wayne Taylor and Rev. Charlie Langford officiated. Michael Heinlein also spoke.

Words of comfort may be shared with the family at www.whcofuneralhomes.com

50¢

Tracy, Hicks Elected to S. B./Police Jury

Tracy Carter was elected to the Cameron Parish School Board on Saturday. Carter defeated Terri Theriot Welch 103-56 or 64 percent to 36 percent, for the District 5 seat that represents Gravelle and portions of Cameron.



Tracy Carter

Anthony "Dino" Hicks won the District 2 Police Jury seat. He garnered 235 votes, or 65 percent. Chris Rouse and George Shove had 91 votes each, or 22 percent. The seat represents Hackberry.

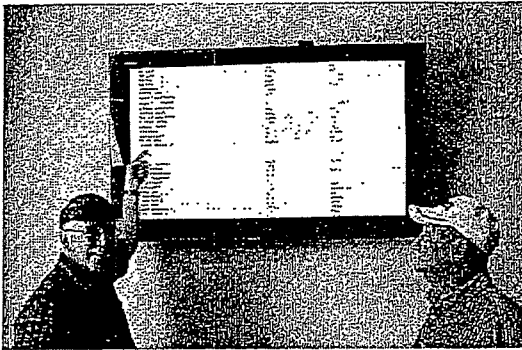
Hackberry voters approved a property tax for their recreation district with a 275-111 vote, or 71 percent to 29 percent. The 10-year, 10.33-mill tax is estimated to raise about \$250,000 annually to pay for and maintain recreation facilities.

Voters in Lowery approved a 10-year, 11.32-mill property tax for fire protection by a 20-4 margin, or 83 percent to 17 percent. The tax, which is expected to raise about \$60,000 a year, pays for facilities, fire trucks and firefighting equipment.

Johnson Bayou voters approved a 10-year, 4.66-mill property tax for drainage in the district by a vote of 56-21, or 63 percent to 37 percent. The tax is expected to raise about \$345,000 a year.

In the Republican governor's race, Cameron voters favored Sammy Kerahav with 658 votes, or 58 percent. He was followed by Caroline Foyard with 170 votes, or 15 percent; Jay Dardenne with 140, or 12 percent; Jim Crowley with 46, or 4 percent; Roger Villers with 41, or 4 percent; Melanie McKnight with 33, or 3 percent; "Butch" Gautreaux with 28 or 2 percent; and Kevin Davis with 26, or 2 percent.

Cameron voters also favored Constitutional Amendment No. 1 by a 606-464 vote, or 57 percent to 43 percent. They voted against Constitutional Amendment No. 2 575-487, or 54 percent to 46 percent.



L. J. SALTZMAN AND Sing Faulk look up their names on the new interactive Cameron Parish Veterans' display in the Court House lobby. The 55" screen and computer were provided by the American Legion to honor the past present and future military veterans from the parish. Between 1900 and 2000 names are on the registry, and more can be added as needed. (Photo by Cyndi Sellers.)

Veterans' names displayed

By CYNDI SELLERS

In tune with the 21st century, the old stainless steel veterans plaques in the Cameron Court House lobby have been replaced with an interactive display, courtesy of the Veterans of Foreign Wars.

On Oct. 1, a 55" screen was installed in the lobby connected to a computer containing the names of 1900-2000 Cameron Parish military veterans. A keyboard allows visitors to look up the names of veterans and view any biographical information

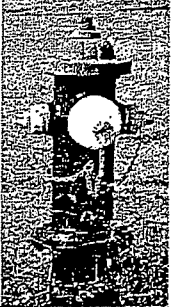
that may have been provided. Families may add information, such as dates of service, training location, post, unit, duties, awards, etc. Photos may also be added.

The list can be sorted by alphabetical names, rank, and war. Those who died in service are listed in bold print. All edits must be made by designated persons who have the password. Information can be given to the Clerk of Court's office.

Carl "Sing" Faulk, head of the Cameron Parish Veteran's Wall Committee,

said the installation of the new interactive screen will allow for future additions to the Wall, even after the outdoor monument is filled up. The cost of the display used up the last of the VFW's funds, and the post will probably be disbanded, he said. The display is a way to keep honoring Cameron Parish veterans even after the post is gone.

The display was designed and installed by WebTronics Data Development Team, led by Keith Thibodeaux.



FIRE HYDRANTS in the Cameron area, like this one in Ridgecrest subdivision, may be adopted by residents and painted in a variety of patriotic or team colors. Those interested should call the Cameron Waterworks office. (Photo by Cyndi Sellers.)

Burn ban in effect in parish

The Cameron Parish Office of Emergency Preparedness and Homeland Security has issued an outdoor burn ban effective Thursday Sept. 30.

Police Jury Vice President, Thomas McDaniel, ordered the outdoor burn ban in accordance with the Louisiana Emergency Assistance and Disaster Act of 1993.

Officials say current drought conditions potentially threaten the health and safety of the citizens of Cameron Parish. It has been determined there is not sufficient precipitation to minimize the effects and problems created by dangerous drought conditions.

Any one that is planning an agriculture burn is ask to call their area fire chief, Cameron Sheriff Office or the Cameron OEP to report the day and size of field area that they plan on doing the burn.

Restrictions have been placed on any outdoor burning activities for a period not to exceed 30 days.

For more information, you can contact the Office of Emergency Preparedness and Homeland Security at 337-775-7048.

Schedule told for the 2011 Fur & Wildlife Festival

The 2011 Louisiana Fur & Wildlife Festival schedule has been announced by the Festival board.

The Festival pageants will be held on Saturday, Nov. 20, at the Rosa Heart Theatre. Little Miss and Little Mr. Cameron Parish will begin at 2 p.m., followed by the Deb, Teen, and Jr. Miss Cameron Parish at 4 p.m., and concluding with the Miss Cameron Parish and La Fur Queen Pageant at 7 p.m.

Entry forms for the pageants can be obtained by visiting the festival website at lafurandwildlifefestival.com.

The festival will be held at the Cameron Parish School Board grounds in downtown Cameron on Friday and Saturday, Jan. 7-8.

Gates will open at 12 noon on Friday and at 9 a.m. on Saturday.

The admission fee is \$5 per person and children 12 years old and under will be admitted free.

The festival parade will roll down Main St. at 1 p.m. on Saturday. Businesses and organizations are invited to enter floats in the parade.

The 2011 Festival is honoring the Oil Industry.

Friday's entertainment will be Set Shot from 9-9 p.m. On Saturday, Water's Edge will take the stage from 3-6 p.m. and Barry Budon

and the Bayou Boys will close the festival from 6:30-9:30 p.m.

Jury will take applications for position

By CYNDI SELLERS

Applications will be taken for the position of OEP Director, the Police Jury decided by a vote of 6-1 on Monday. Qualifications for the position will be advertised for 30 days.

Scott Trahan's motion to advertise, second by Chris Rouse, was supported by all jurors except Charles Frecht, who had a competing motion on the agenda to appoint the director immediately.

Jurors also voted to advertise for bids on the Muria Fire Station, Cameron Multipurpose Building, and reconstruction and repairs to Parish Road 613, Channah Drive, in Hackberry.

Low bids were accepted for culvert replacement and asphalt repairs on Chris Rouse, was supported by all jurors except Charles Frecht, who had a competing motion on the agenda to appoint the director immediately.

Jurors also voted to advertise for bids on the Muria Fire Station, Cameron Multipurpose Building, and reconstruction and repairs to Parish Road 613, Channah Drive, in Hackberry.

Jury seeks to get more control over grass fires

By CYNDI SELLERS

Jurors have asked the District Attorney's Office to prepare changes to the parish Burn Ordinance to try to get more control over future grass fires. In spite of repeated requests from the OEP for landowners to coordinate agricultural burns with the local fire departments, more fires have been set and have gotten out of control in the past week.

Proposed rules would require notification to local fire chiefs, would require fire trucks be out or plowed especially along fence lines, would restrict the size of burns to 20 acres or less at a time, and would prohibit burns that result in smoke blowing over roads, restricting vision for drivers.

State law already holds landowners responsible for damage to neighbors' property, with or without intent. Thomas McDaniel said the current situation is unacceptable. "If each fire district is involved with a big grass fire, and someone's house catches on fire, there will be no one available to save the house, which is why these fire departments were formed in the first place," he said.

Proposed changes will be brought to the next agenda

meeting, for a vote in November. They will be advertised for 30 days for public comment. In the meantime, officials hope landowners will act responsibly.

A burn ban remains in place for all private burns, including trash fires and camp fires.

OTHER BUSINESS

Jurors adopted a resolution asking the state to open the Louisiana side of the Sabine Lake to oyster fishing, with a limit of 10 sacks, and to open the West Cove of Calcasieu Lake with the same limit.

These openings and limits were recommended by the Cameron Parish Oyster Task Force. The state Department of Wildlife and Fisheries will make a final decision on the sack limits on Thursday.

Jurors also adopted an update to the Road Home properties resolution. This action is intended to clear up the "glitches" that have been holding up payments through the parish housing program.

Several appointments were made to parish boards, Communications District - Lena Griffith, Johnson Bayou Recreation District - Angie Jinks, Lower Cameron Hospital Service District #2 - Patty Morris, Beachfront Development District #1 - Patty Broussard, Gravity District #7 - Eric Trahan, and Fire District #10 - Mack McCombe.

Dates and times for the next two meetings were set. The preliminary 2011 budget meeting will be held Monday, Oct. 25 at 4 p.m., followed by the agenda meeting at 5:30 p.m. The November voting

Fire plugs adoption plan told

By CYNDI SELLERS

Cameron residents and businesses may "adopt" a fire hydrant through a program now being offered by the Cameron Water and Wastewater District #1. The fire hydrants are in need of new paint and waterworks manager Edward Peterson suggested that area residents might want to individualize their local hydrant with a unique color scheme, such as patriotic, school colors, etc.

Peterson said the waterworks will provide the paint; residents just need to bring their ideas to him for approval and to that he can under the right color.

The last time Cameron fire hydrants were painted in non-standard colors was during the American Bicentennial in 1976.

meeting was moved to Wednesday, Nov. 3 at 4 p.m. Nov. 7 is the All Saints Day holiday, and Nov. 2 is Election Day.

Classes offered

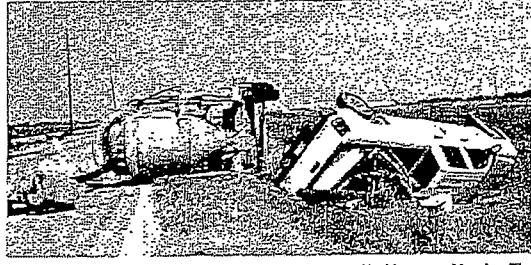
The Cameron Parish Adult Education program is offering beginning computer classes. Adults in the area who would like to learn how to use Microsoft Word may enroll. Classes will be held on Monday and Wednesday evenings from 5 to 6 p.m.

The classes will begin on Monday, Oct. 11 and extend through Wednesday, Oct. 27. Registration is required to participate in the program.

Any interested participant can call 698-6334 or 1-888-LTS-SWLA to enroll. All participants will receive a certificate of course completion for up to 18 hours of instruction. Seating is limited!

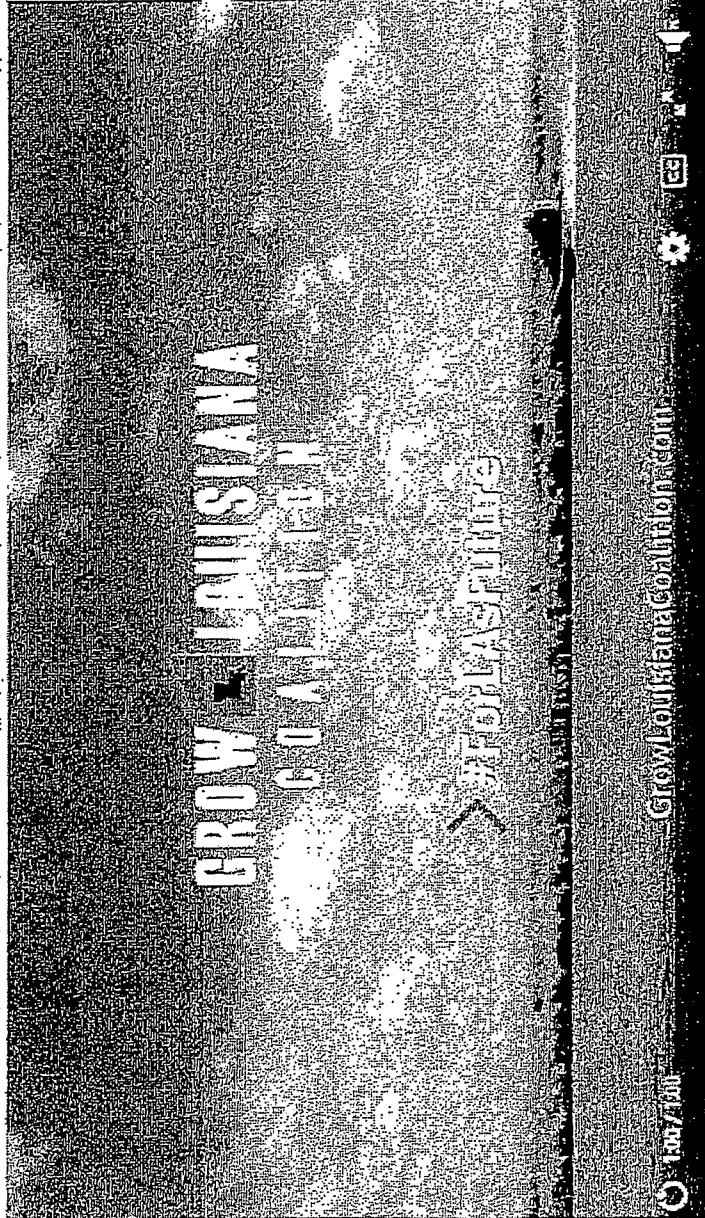


ALLIGATOR FESTIVAL royalty as pictured were: Baby Miss - Gerna Kingham, Toddler Miss - Alexis LeMaire, Tiny Miss - Reyce Broussard, Petite Miss - Kaylee James, Little Miss - Ambrosia Saltzman, Deb Miss - Bay Richard, Teen Miss - Savannah Gustin, Baby Mister - Evan Comeaux, Toddler Mister - Drake Steily, Master Mister - Aiden Saltzman.



THIS TRUCK and trailer overturned on Hwy. 82 near Hackberry on Monday. The driver was not injured. (Photo by Coot McInnis.)

EXHIBIT 7



Grow Louisiana Coalition
February 4, 2022 · 🌐



The Rockefeller Wildlife Refuge and Louisiana Department of Wildlife and Fisheries has partnered with the oil and gas industry to maintain and fortify watershed and levee systems, protect coastal populations and fortify wildlife habitats in Cameron Parish. Recently Chevron partnered with the Refuge to develop and fortify a 20-mile levee system to protect Cameron Parish and act as a first line of defense against storms and rising tides.

Learn how this mutually-beneficial relationship is a perfect example of how the state, industry and environment can come together to support our working coast.
See less.

Most relevant ▾



Larry Sikes

I duck hunted many years ago in this area...BEAUTIFUL.

Larry · 1y



Richard T-sos Bagwell

Carl Deranger

1y

EXHIBIT 8

EXHIBIT 9



CONGRESSMEN CHARLES Boustany and Bill Shuster met with local officials in Cameron Tuesday to learn more about the state of the hurricane recovery in Southwest Louisiana. Shown are, from left: Sheriff Theos Duhon, Parish Planner Ernie Broussard, West Cameron Port Board member Terry Hebert, Police Juror Charles Precht, WCPB member Howard Romero, Juror Sonny McGee, Clerk of Court Carl Broussard, Calcasieu Police Juror Hal McMillan, Rep. Shuster, Jury President Douaine Conner, Juror James Doxey, Rep. Boustany, Congressional staffer Dan Matthews, WCPB member Dwight Savoie, and Calcasieu Juror Brent Clement.

(Photo by Cyndi Sellers)

Congressmen visit

By CYNDI SELLERS

Cameron Parish received a visit from an influential Congressman on Tuesday, when Rep. Bill Shuster, senior member of the House Transportation and Infrastructure Committee and Chairman of the subcommittee that deals with FEMA, accompanied Congressman Charles Boustany on a fact finding tour.

Rep. Shuster has now made four trips to the Gold Coast, but this was his first to Southwest Louisiana. Boustany showed his colleague the "critical energy infrastructure" in the parish, saying, "What we supply of oil and gas through this area is vital to the nation." Shuster said he hadn't realized how much there was in the western part of the state.

Both Congressmen met

with local officials at the Court House to find out how the recovery is going. Boustany said "progress has been God-awful slow."

Shuster has been pushing to remove FEMA from the Department of Homeland Security and return it to its former status as a separate cabinet level agency. He said the DHS is too big, with immigration, airport security, and other terrorism prevention functions, to adequately deal with disaster preparation and recovery.

"There is a cultural difference between the two functions," he said. "For example, every one of the 20 to 21 departments at DHS, except FEMA, carries guns. Prevention and preparation

are different."

Shuster also believes there should be a long term recovery office in Louisiana. "In Florida, after the 2004 hurricanes, they were having the same problem with FEMA officials changing every 90 days," he said. "They opened a long term recovery office,

Cont. on pg. 12

Taxes told

By CYNDI SELLERS

A list of Cameron Parish property owners whose post office addresses are unknown can be found elsewhere in this issue of the Pilot.

Certified tax notices sent to their former addresses were returned to the Cameron Sheriff's tax collector's office.

Property owners are advised that their property will be sold if the taxes remain unpaid.

Owners may call 775-5826 to verify taxes and fees that they owe.

Another list of unpaid property taxes will be published at a later date. These will include owners whose mailing addresses are correct but who have not paid their taxes.

Library to open

The Hackberry Library which was damaged during Hurricane Rita will be reopening on Thursday, June 1. An open house will be held from 10 a.m. to 2 p.m. Refreshments will be served. Everyone is invited to come by, have refreshments and check out the materials the library has to offer.

Tarpon girls are honored

The Class 1A state champion South Cameron Lady Tarpons split the top two Louisiana Sportswriters Association honors with district rival and state runner-up Merryville. Lady Tarpon head coach Angie Little was named Class 1A Coach of the Year.

Outstanding Player award went to Merryville's Britanni Blair. Laken Mock and Haley McCall were named to the first team. Senior pitcher Mock compiled an 18-3 season record. Outfielder McCall, one of two sophomores on the first team, had a batting average of .300. D'Nae Desonier was named as an honorable mention.

Moore named

Hackberry's Nick Moore was named to the LSWA Class C All State team. The junior batted .521 during the season.

G. L. girls are named

Three Grand Lake High School girls were named to the Class B All-State Softball team.

Pitcher Lakeyn Duhon, 25-4, and outfielder Maggie Fruge, .297, were named to the first All State team.

Marlene Lavergne received an honorable mention.

Students complete Rita project

By KATHIE ISTRE

Fifth grade gifted students from Calcasieu Parish recently spent a week in Cameron Parish working with students, teachers and families to capture and document what life has been since Hurricane Rita. The project was...

Stories: Documenting the Disaster Through the Eyes of Children." It was sponsored by a La. Heritage Grant, Apple Computers and Hurricane Relief Funds. The Calcasieu students interviewed Cameron Parish students to document the untold...

were interviewed for this project. Mrs. Elizabeth Brasseaux, South Cameron Elementary, was a huge help in making this project happen for our children in Calcasieu. She was the connection we needed to arrange interviews and visit sites that had been...



IT WAS HATS off as the 2006 graduating class of South Cameron High School received their diplomas and ended the most eventful school year of their lives. (Photo by Cyndi Sellers)

All South Cameron seniors return for graduation Sat.

By CYNDI SELLERS

Forty-four seniors, the entire pre-Rita senior class of South Cameron High School, returned to their alma mater on Saturday for graduation exercises held in Tarpon Stadium. The high school and every elementary school these students had attended were no more. Only the two gymnasiums remained near the football field, and the Tarpon statue by the front fence.

Yet, thanks to the dedicated efforts of many school employees, the stands, track and field looked almost the same as before Hurricane Rita devastated the area, destroying schools, towns, and most of the homes of the students and faculty.

Family and friends filled the stands to capacity and the proud seniors marched down the track to the strains of "Pomp and Circumstance". There were few dry eyes in the crowd.

Yet when Superintendent Doug Chance asked the crowd to "give a big Tarpon welcome" to the guest speaker, you'd have thought the Tarpons had just made a winning touchdown. And perhaps they had, as this graduation was like winning a long hard battle against a fierce opponent named Rita.

The class was honored to have as special guest speaker, Chairman Don Powell, Federal Coordinator for Gulf Coast Rebuilding, and former FDIC chairman, who said "I



Don Powell

can't comprehend what you've been through these last months. The lessons you've

Cont. on pg. 4

'Get it to the road'

By CYNDI SELLERS

"Get it to the road." This is the message for Cameron Parish residents as June 12 will be the absolute final day to place hurricane debris beside the road for pickup by the Corps of Engineers.

At the first Police Jury meeting held in Cameron since Hurricane Rita, jurors were told that the final pass for right of way debris removal will begin rolling on that day. Until then, residents

are urged to place all storm related debris beside the road and then call their juror or the Right of Entry office at 775-7048 and have the location of the pile listed. Crews will follow the lists to pick up the last of the debris. Any questions about debris removal should be directed to the Police Jurors, they said.

Hazardous household chemicals, paint, and ammunition should be reported to the EPA for pickup by calling the same number. The EPA

will not be making any more sweeps on private property.

After the final pass ends, around June 30, the parish will be responsible for the cost of disposing of any other materials left beside the road. Jurors pleaded with the public to get their debris out before the deadline, since the parish cannot afford a large clean-up bill. "We have citizens that will not clean their property," said OEP Director Clifton Hebert. Action by the Police Jury may be necessary for those properties.

All storm related debris is eligible for pickup. Not eligible are new construction debris and household garbage. For this reason, residents are asked not to bag their debris, but just pile it up. Concrete taken to the right of way will be picked up.

In the final pass, crews will pick up those piles of electronic equipment, white goods, small engines, and tires that have been left behind so far. These must be handled separately at the disposal site.

Jurors also learned that the Louisiana Department of Environmental Quality is finally about to begin removing derelict vehicles and boats from the highway rights of way. However, the contract does not include those dotting fields and pastures around the parish unless there is money left over. Residents who have hurricane damaged cars on their property may want to push them to the road to be sure they get picked up, said jurors.

Cont. on pg. 4

Hospital gets state funds to rebuild

By SHAWN MARTIN AMERICAN PRESS

Money to build a new hospital in lower Cameron Parish is now available thanks to a \$1.8 million state grant.

Engineering and design work for the hospital are under way, and its eight-bed emergency room is expected to open by September, Cameron hospital spokesman Jennifer Jones said Monday. The completed facility will have 25 beds, she said.

"Before the storm we had 49 beds," Jones said. "So our new hospital will be much smaller, but better for our needs."

Some of the money will be used to help get the hospital going and to provide health clinics and pharmacy and

dental services, Jones said. Some will pay the 10 percent match required by the Federal Emergency Management Agency to build the facility.

"We have the money to build. Now we need money to operate the hospital," Jones said. "We are looking at a new hospital maintenance tax and other funding sources to help us get going."

The state Department of Health and Hospitals awarded \$21 million Monday to seven hurricane-ravaged areas to establish primary health-care services.

The money is from a federal block grant funding pool. Cameron Parish is the only area in Southwest Louisiana to get funds. The other six are in and around New Orleans.

Legal Notices

Cont. from Pg. 11

Cameron; Deborah K. Sorogins, Cameron; Michael A. Simon, Hackberry; Kurt E. Storm, Hackberry; Eve G. Stromer, Hackberry; Henry F. Suire, Gueydan.

Joy D. Tanner, Grand Chenier; Angela L. Theriot, Lake Charles; Charles D. Theriot, Grand Chenier; Karen Q. Theriot, Bell City; Michelle R. Theriot, Grand Chenier; Noble Theriot, Lake Charles; Randy E. Theriot, Lake Charles; Seth J. Theriot, Grand Chenier; Tyler W. Theriot, Sweetlake; Vedamae D. Theriot, Creole; Richard E. Toerner, Lake Charles;

Rosa C. Vargas, Cameron; Patricia F. Vincent, Lafayette; Kathy L. Woodard, Holly Beach; Mark A. Young, Cameron; John A. Zamora, Creole.

RUNS: June 1 - J 10

ADVERTISEMENT FOR BIDS

Sealed proposals for the construction of the following project will be received by the Cameron Parish Police Jury until 10 a.m. on 19 June 2006 at the Cameron Parish Police Jury Temporary Offices, 10080 Gulf Hwy, Grand Lake Community, Lake Charles, LA 70607.

Project Number: 2006-06
Post-Rita Restoration of Cameron Parish Courthouse Basement, Jail and District Attorney's Office

The rules and regulations for the State Licensing Board for contractors will apply; the project being classified as:

- I. Building Construction
- IV. Specialty
- Subclassification: Plumbing
- Subclassification: Electrical
- Subclassification: Mechanical
- Subclassification: Painting

Proposal forms will not be issued later than 24 hours prior to the hour and date set for receiving proposals. Every bid submitted shall be accompanied by a certified check or bid bond in the amount of 5% of the bid and shall be made payable to the Cameron Parish Police Jury.

Full information and proposal forms are available at the office of Lonnie G. Harper & Associates, Inc., Post Office Box 229, Grand Chenier, Louisiana 70643-0229, (337) 538-2574. Plans and specifications may be inspected upon deposit of \$50.00 per set. Bids must be submitted on proposal forms provided by the issuer. Official action will be taken at the regularly scheduled Cameron Parish Police Jury meeting. The Cameron Parish Police Jury reserves the right to reject any or all the proposals and to waive informalities.

Cameron Parish Police Jury
c/Douaine Conner, President
RUNS: June 1, 8, 15 - J 13

MEETING TO BE HELD AT CAMERON COURTHOUSE CAMERON PARISH POLICE JURY

AGENDA
JUNE 5, 2006
6:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Reading of Minutes
4. Honoring of South Cameron Lady Tarpons - Class 1A State Softball Champions
5. Southwest Louisiana Crime Lab Budget - Tracy LeGros
6. Tax Levies
7. Drilling Permits:
 - a. Aspect Energy, LLC - Grand Chenier, Sections 28 & 33, T16S, R3W, Rabbit's Foot Prospect Well No. 1, (proposed 200'X312' ring levee), Cameron Parish, LA. (060603)
 - b. ExxonMobil Production Company - Grand Chenier, Section 35, T15S, R3W, and Sections 3, 8, and 9, T16S, R3W, Miami Corp Well #1 & 60 RA SUA; N. AM. LD. Well #1, (proposed site clearance #06-0014), Cameron Parish, LA. (060604)
 - c. Nearburg Producing Company - Klondike, Section 15, T13S, R3W, S. L. 18506 No. 1 Well, (proposed shell pad and structure), Cameron Parish, LA. (060605)
 - d. Lake Ronel Oil Company - NW Corner of Cameron Parish, Section 30, T12S, R13W, Bone Terre No. 2 Well, (proposed cleanout, slip, and structures), Cameron Parish, LA. (060606)
 - e. Samuel Gary, Jr. & Associates, Inc. - Sabine Lake, T13S, R14W, Miami Corporation Well No. 7, (proposed dredging and location), Cameron Parish, LA. (060607)
 - f. Samuel Gary, Jr. & Associates, Inc. - Sabine Lake, T13S, R14W, Miami Corporation Well No. 9, (proposed dredging and location), Cameron Parish, LA. (060608)
 - g. Targa Resources, Inc. - Holly Beach, Section 30, T14S, R11W, (proposed after the fact man-



CAMERON PARISH resident Wendy Wickes and son Josh are shown being interviewed and videoed by Calcasieu Parish fifth grade gifted students for a video on Hurricane Rita as viewed by the children. The interview is in front of Grand Lake High School.

Cameron Outdoors

By LOSTON MCEVERS



TAKE ME FISHING

Remember actress Jane Seymour, star of the hit TV series Dr. Quinn, Medicine Woman? She is honorary chairperson for National Fishing and Boating Week, June 3-11.

She is encouraging families across America to participate in fishing, saying "Go Fishing & Boating." Seymour is an accomplished angler, often found on the water with family and friends.

The CCA's S.T.A.R. tournament has begun, anglers across the state trying to catch a tagged red fish, "Win a Boat," and trying for the largest speckle trout. To compete for the bigger rigged boat, motor, trailer, combination, fifty tagged redfish were released along our Louisiana coast. The 101 days of competition will end on Sept. 4, Labor Day. There is \$500,000 in prizes, which consist of (8 divisions) 25 new boats, motors, trailer rigs. Some of the species are speckle trout, black drum, lemons, flounders, tagged redfish and a youth division.

This year, there were changes made, speckle trout will have three zones; east-central-west. The central zone was added because of big trout caught in this area. The west zone will consist of Vermilion - Cameron to the Texas state line. The east zone is Louisiana/Mississippi state line to the west bank of the Mississippi River. The central zone will be the Vermilion Bay - Cocodrie-Fourchon area. There will also be two seasons on speckle trout - May 27 - July 15 then July 16 - Sept. 4. Remember, register to win.

AREA FISHING

Last Saturday on my way to South Cameron's graduation, from the Gibbstown Bridge to the Oak Grove area, there were over 100 people crabbing. Crabbing has been good in lower Cameron Parish. There is also lots of shrimp in our waters. Fishing the Lake Misere area, there's shrimp. Lots of our marshes which were fresh, now have shrimp since Hurricane Rita.

Anglers braved the strong winds Saturday and Sunday, fishing Big Lake. There were

nice trout caught, but the rains and thunderstorms took over early Memorial Day.

THE BEND

Anglers on Toledo Bend had a "hey-day" on schooling bass in 6 to 8 feet of water, just north of Big Bass Marina. Water temperatures were running up to 86 degrees around the coves, water moving and bass in the 14 inch size were schooling, although lots of smaller bass also.

Anglers are doing great on white perch. There's a structure that the Sabine River water system has, although there's buoys marked off, white perch are 10 to 50 feet in that area. There's fishing on bottom with a small white redhead tube jig and using a dead shiner on the hook's tip. When the water is moving you can limit out easily, but if the water isn't moving, you'll catch exactly zero fish. (Some white perch measuring 10" in length.)

My son Rudy has been watching these schooling bass late afternoon, 5:30 p.m. to dark and doing well on watermelon candy worms rigged Texas style, with a screw on drop bullet weight.

NEWS BRIEFS

Every year, we're seeing all sort of new baits on the market. The top colors according to a survey in order are: Watermelon, pumpkinseed, June Bug, red shad, tequila sunrise and green pumpkin. Lots of these plastic lures have added blue, red, green, gold flakes to make the plastic attractive. They are using these colors in all types of plastics, worms, lizards, tubes, flutes and bushings. Then you've got hooks in red color, lead heads and bullet weights in plain, gold, black/blue, brown, June Bug, watermelon seed, blood red, green pumpkin, black and chartreuse, so attraction seems to be the "Name of the Game."

There's all types of older lures that came and went, but when you say Rapala around bass anglers, even some salt-water anglers are using the Rapala, that talk has been here for 100 years. Rapala lures because of its wooden design was recognized by the International Game Fish Association, third Annual Awards ceremony for the lures with the most world records catches. They had 15

S. Cameron Elementary Honor Lists

South Cameron Elementary honor and banner roll for the sixth six weeks is as follows:

First grade - Banner Roll - Madeline Mudd, Briley Richard, Kelsey Boudreau.

Honor Roll: Niklas Bailey, Allie Bonsall, Abby LeBoeuf, Jakin Morales and Gatlin Welch.

Second grade - Banner Roll - Ross Dahlen, Seaira Duplechien, Brooklyn Frerks, Sydnee McCall and James Hebert.

Honor Roll: Tristan Guidry, Jacee Meiltenberger, Jeremiah Dockins, Clarissa Gary, Kelsi Moon, Catherine Portie, Garen Romero and Austin Swire.

Third grade - Banner Roll - Dalynn Mhire, Luke Miller and Tianna Dunaway.

Honor Roll: Kaime Badon, Tyler Daigle, Jarrett Thibodeaux, Kerrigan Meaux and Linlee LaLande.

Fourth grade - Banner Roll - Haley Duhon, Andrew Bonsall, Kylie Davidson, Corbet Dupont and Alex Jones.

Honor Roll: Mary Bell, Dylan Daigle, Amber Guilbeau, Blair Little, Logan Manuel, Tyler Nunez and David Shaw.

Fifth grade - Banner Roll - Jensen Bertrand, Becka Richard, Alayna Trahan, Kendal Badon and Elizabeth Marcantel.

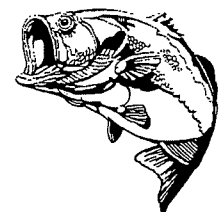
Honor Roll: Joshua Wickes, Abby Miller, Daniel Peshoff, Sierra LeJeune, Caleb Stoute and Logan Broussard.

Sixth grade - Banner Roll - Channing LaLande.

Honor Roll - Myli Hay, Cami Richard, Taylor Canik, and Branson Richard.

Seventh grade - Banner Roll - Caitlin Theriot and Jonathon Quinn.

Honor Roll - Lakin Labove, Javen Little, Shelby Wolfe, McKayla Fountain and Brendan Trahan.



AgCenter proposes to build model home here

The Cameron Parish Police Jury held a special voting meeting Tuesday at 6 p.m. The Jury voted to authorize a request for proposal for engineering services and to engage the services of design professional Randy Goodloe. The advertisement of bids for repairs to the health unit and the Deep Bayou Bridge were also authorized.

The Jury accepted the bid of \$1440 per year for lease of a two acre tract by the Council on Aging for a Senior Center in Grand Lake, and the bid of \$6 per square by the Cameron Pilot to serve as the parish's official journal.

Vehicle bids were accepted from All Star Pontiac for two trucks. A four wheel drive, short bed 3/4 ton truck was authorized for the use of the OEP, at a cost of \$31,078.53, to be paid through a grant from Homeland Security. A four door, four wheel drive, long bed truck with optional trim package was chosen for the Parish Economic Development Department, at a cost of \$34,082.78, which is part of a grant from Cheniere Energy establishing the department.

At the agenda meeting following the special meeting, jurors heard a proposal from the LSU AgCenter to construct a model home in Cameron Parish, displaying the best ideas in storm resistance and energy conservation. The home would be used as office space by the Cameron extension office while serving as a display home, open to the public, to showcase current building standards and new materials and practices. The house might be built near the parish rodeo arena, to place extension agents near the site of

youth activities. The Jury discussed rolling back up the previously lowered tax levies on three parish wide taxes and a number of fire district taxes. A public hearing will be announced if such action is approved.

Clifton Hebert, Parish OEP Director, presented a proposal to change parish policy to allow management level employees, who do not normally receive overtime pay, to be compensated for their overtime during declared states of emergency. The rate would be the same as the employees' regular rate of pay.

During the days immediately before and after hurricane Rita, many such "exempt" employees worked extremely long hours for which they were not compensated. The Jury will consider the matter at its regular meeting on Monday.

Staff reported that work is about to begin on the Oak Grove Bridge repair. Parish employees will first remove the water line that crosses the canal. Then the contractor will be able to begin. When the repairs are done, the Creole bridge on Hwy 27 will be closed and traffic re-routed through Oak Grove until that bridge is replaced and widened.

Plans are being made to replace street lights along the main street in Cameron, and perhaps in neighborhoods where people have returned to live.

Parish Administrator Tina Horn is to meet with Waste Management this week to discuss re-instating garbage pickup in lower Cameron Parish, and plans are underway to begin to clean out the drainage ditches in the area, as well.

CONGRESSMEN continued from pg. 1

with staff staying for three years, and things ran much more smoothly. We should have the same thing here."

Shuster said the bureaucratic red tape involved with moving the funds from Congress to the areas that need them is frustrating. He said there is money to fix the levees for marsh restoration. "\$3-\$4 million is peanuts compared to how much damage it will stop," he said. "The federal government needs to operate more streamlined, in some ways like a business."

Both Congressmen were outraged over the handling of the debris in Sabine National Wildlife Refuge. The Stafford Act would not allow federal disaster funds to be used by FEMA on federal lands. Now, apparently, money has been found elsewhere. Donald Voros, refuge employee, said "Now we will have to re-mobilize and spend a lot more taxpayer dollars to clean up this toxic waste dump on Sabine Refuge."

Boustany said "The stupidity of it was that it could have been taken care of earlier." The massive piles of debris have begun to sink into the marsh, including whole eighteen-wheelers.

Other concerns shared by local officials included housing, seafood industry support including an ice house, better evacuation routes for SWLA, cleanup of drainage and navigable lateral waterways,

dredging of storm surge silt from the Cameron loop, preliminary elevation maps that "make no sense," unreasonable elevation requirements, a hospital, and ferries.

The looming June 30 FEMA deadline for 100% reimbursement is one of the greatest worries for the parish government.

Parish Administrator Tina Horn said the parish can't afford to pay even 10% of the cost of removing vehicles, demolishing public buildings, and landfilling debris. The entire parish budget is only around \$3 million per year, therefore an extension of the deadline is desperately needed, she said.

Juror Charles Precht said "The thing that cripples Cameron Parish is population. You're at the bottom of the bucket if your population is under 10,000." He pointed out that the 6000 people in Cameron Parish support oil and gas, Creole Nature Trail tourism, and thousands of workers flying out to the Gulf of Mexico oil platforms. And when Katrina threatened New Orleans, Cameron had four times the number of oil field vessels shipping out of its port, because companies were looking for alternate ports.

Shuster said he is from a rural area of Pennsylvania, and it is his goal to make sure the needed money gets to the smaller towns and rural areas that need it, not just the big cities like New Orleans."

Bureaucracy defends the status quo long past the time when the quo has lost its status.

--Laurence J. Peter

CAMERON PARISH RESIDENTIAL PICK-UP SCHEDULE



EXHIBIT 10

What is it about Cameron Parish?

By CYNDI SELLERS



What is it about Cameron Parish that brings visitors back again and again and keeps loyal residents here in spite of storms and loss? Maybe it's the world class hunting and fishing, or the hundreds of species of birds, mammals and reptiles (especially alligators) to watch. It could be the fresh seafood - shrimp, oysters, crabs, fish - available year round.

For some, the serenity of miles of beaches to walk on and oak shaded cheniers to drive through bring a peace that cannot be found anywhere else. The beauty of open marshland spreading to the far horizon under a perfect bowl of sky is better than any medicine for healing the spirit worn down by the pressures of life.

For most, though, it is the people that make Cameron Parish special. The small communities of Cameron Parish, formed by people who have survived the worst nature has to send, make good places to raise children or live out old age. People in these communities care about and look after each other.

They welcome visitors with wonderful southern and Cajun hospitality. It is nothing for a few neighbors to get together to show a guest the great tradition of a crawfish, shrimp or crab boil, depending on the season. And the celebrations and events of life are shared by all in a way larger populations in cities cannot possibly experience.

To take advantage of these benefits, today the visitor to Holly Beach will find new vacation, rental, and permanent homes springing up almost weekly. In

Johnson Bayou, industry is supporting new stores even as churches and public buildings are rebuilt. Hackberry is bustling, with more new industry and a growing population. The Grand Lake community has seen the most growth, now comprising almost half the parish population. New businesses are springing up in response, including a new bank and soon-to-open clinic.

The populations of Cameron, Creole, and Grand Chenier are recovering from the hurricanes of the past few years, encouraged by the rebuilding of public services. Throughout the parish, good schools, first class libraries and fine recreation facilities support the growth of communities. Most are new or recently remodeled. Volunteer fire departments, two ambulance services, rural health clinics and a hospital provide for health and safety.

The historic 1938 courthouse still stands tall in the parish seat of Cameron, now flanked by beautiful office buildings housing government services. Businesses supporting the oil and gas industry and the commercial fishing industry are centered here. Guests can enjoy the Jetty Fishing Pier, launch boats for a day of fun on the Gulf of Mexico or Calcasieu Lake, and try to catch a glimpse of Pinkie, the pink dolphin who makes the Calcasieu Ship Channel his home.

Even the Cameron Ferry is an attraction for visitors, giving a leisurely view of boats, birds and sometimes dolphins during the crossing.

Yes, Cameron Parish is a unique and beautiful place to visit or to live. The many people featured in this publication are working to keep it so for all future generations.



EXHIBIT 11

Local lawsuits are more to Gov. Jindal's liking

Grand L Jr. 4-H meeting



...y of John Fred 'T-Boy' Talbot celebrated Saturday, Nov. 10, at a church in Creole after a wedding. The couple, David Boudreaux, Mary Ann Boudreaux, and 11 grandchildren, will follow the mass through this means to attend.

dicted ervision

...classroom course that consists of 10 hours of instruction, usually taught over 2-3 days. Alternatively, you may take the home version available on CD-Rom. Hunters choose the home study course must also attend a six-hour field day. The Louisiana Hunter Education certification is required and accepted in all states. There is no charge for the course or CD-Rom. There is a \$15 charge for the on-line version of the course. Home study courses are available from the Louisiana Department of Wildlife and Fisheries. The home study course is generally not recommended for students.

There is a good reason why Gov. Bobby Jindal responded calmly to Jefferson and Plaquemines parishes suing dozens of oil companies for coastal damage, compared to his ballistic reaction to a similar suit filed earlier by the Southeast Louisiana Flood Protection Authority-East.

Yes, the parishes' suits are brought by elected local officials instead of an appointed board. And yes, the parishes don't have eye-popping contingency-fee contracts with their attorneys as the flood authority does.

But the most compelling reason why the governor does not repudiate the parishes' legal action against Big Oil is that it's what he has been waiting for.

The governor has been heavily criticized by environmental and civic groups for his offensive against the SLFPA-E board, including effectively removing its vice chairman, author John Barry, the eloquent and credible public voice for the legal cause. Jindal was seen to be protecting the interests of the oil companies, when, actually, the interests he was protecting were his own. The unilateral action by the appointed state board, out of line with state policy toward the coast and the industry, was an intolerable affront to the power of the governor. Not to mention that, if the suit succeeded, Barry, not Jindal, would get the credit.

While the governor may seek to quash the flood authority's lawsuit, his action should not be mistaken for siding with the oil companies. There are aha! moments and there are uh-oh moments. The latter came for oil firm attorneys and executives during the 2012 legislative session when they grew alarmed that Jindal did not back their legislation to rein in the league of so-called oilfield legacy lawsuits. The governor seemed to be siding with big landowners and, by extension, their environmental attorneys, whom oil execs loath as the most rapacious of trial lawyers, whose firm has filed the most oilfield damages suits, is Don Carmouche of



John Maginnis

Talbot, Carmouche and Marcello, which happens to be the lead attorneys on the lawsuits by Jefferson and Plaquemines parishes.

The parishes' suits have been likened to the dozens of legacy lawsuits that Carmouche's firm has brought on behalf of landowners in southwest and central Louisiana. (They are called "legacy" because the claims for damages often go back for decades to ensnare the major oil companies as defendants.)

But the new suits differ in two important ways. Because they are filed in the Coastal Zone, the potential damages, considering coastal erosion, are much greater. Also, instead of the parishes suing as landowners, they are bringing action as the government regulators of development in the Coastal Zone. Sharing that regulatory authority is the state Department of Natural Resources.

The governor could have the state intervene and supplant the parishes as plaintiff. But there is no need to do so. The administration can monitor the lawsuits as it nudges the parties toward a negotiated settlement. At that point, the two coastal parishes won't be alone, for it is likely that negotiations would lead to a global settlement to include and the potential claims of other parishes, levee boards and the state itself. There is

only one person who can sit at the head of that bargaining table. And it's not John Barry.

The governor does not necessarily want to be seen as the one who starts this fight, but he is bound to be there when it is resolved.

Such a settlement could go a long way toward funding the state's master plan for the coast, projected to cost \$50 billion over 50 years. Not only would that secure Jindal's reputation as a coastal protector, but it would also, nationally, establish his independence from and his power over the mighty oil industry.

The late great Russell Long once said that he could never be president because he was an oil state senator. There are other reasons why Bobby Jindal won't be president, but he can see to it that a cozy relationship with Big Oil won't be one of them.

By CALLÉE F

The November meeting of the Grand Lake 4-H Club was called to order by President Maleigh Conner. Allegiance was taken by Smith and the Annaston Picou.

Minutes of the meeting were read by Treasurer's Alanah Theriault. A Treasurer's report was given by Auditor Reporter Callée F. Callée F. talked about 'Up A Storm'.

Those attending were Sydney Pierce, Adam McFat, Davis and Ma Mallory talked with Seniors Club meeting about Arts Day Dec. 7.

Club Leader, stressed the importance of Community Service. Bringing Community Chairmen, Alan and Seth Theriault members that continue bring through November.

Agent, Mrs. about Challenging Day, Portfolios, Club Meeting. program on encouraged everyone with away with Bul.

Vice President Pierce led a game with balancing on a washer. Members walking in Meeting was a

Outdoor World

BUCK TIPS

Big bucks will almost always be the last deer to move into a field to feed. Watch the feeding does already in the field. They often raise their heads while feeding to scan the area for predators. But, if one keeps staring intently into the same patch of cover, there's probably a big buck getting ready to come out.

If your stand is set where you can see as much terrain as possible, how many big bucks do you think you will see? Maybe some, but you are a whole lot better off in the thick stuff in a stand where you may be able to see only 15 to 20 yards but bucks tend to feel safer.

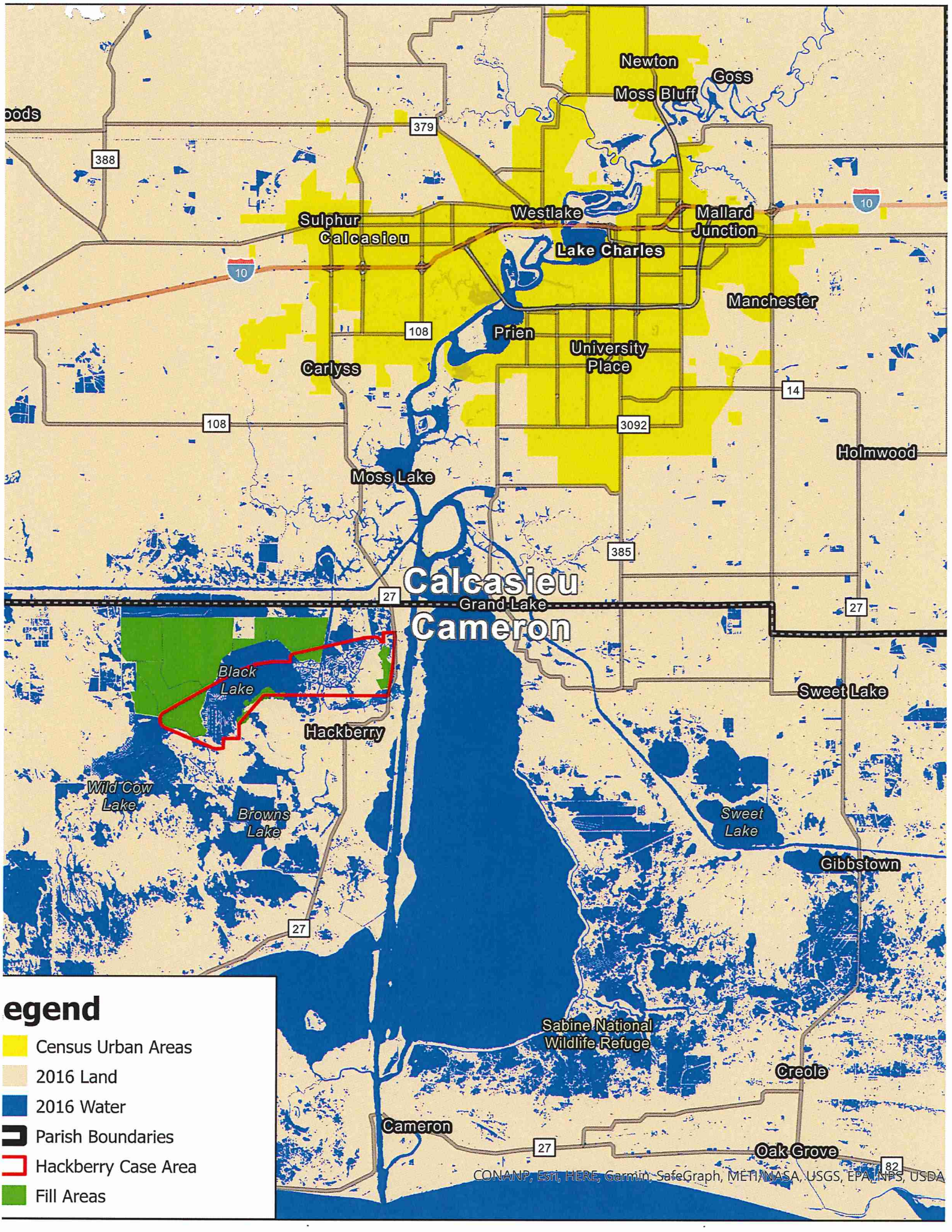
As hunting pressure gets heavier, bucks tend to retreat to areas with young pines or cedars, a weed-choked creek bottom and even a hard-to-reach swamp area.

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By ALEX

The November Meeting of the 4-H Club was by President The Pledge: Alanah Theriault. reading of la... Christian Treasurer's Reeves. Ren

EXHIBIT 12



Legend

- Census Urban Areas
- 2016 Land
- 2016 Water
- Parish Boundaries
- Hackberry Case Area
- Fill Areas

EXHIBIT 13

IN THE
SUPREME COURT OF THE UNITED STATES

BP AMERICA PRODUCTION COMPANY; HILCORP ENERGY COMPANY; AND
SHELL OIL COMPANY,

Applicants,

v.

PARISH OF CAMERON, LOUISIANA;
STATE OF LOUISIANA, EX REL. JEFF LANDRY, ATTORNEY GENERAL;
STATE OF LOUISIANA, THROUGH THE NATURAL RESOURCES OFFICE OF
COASTAL MANAGEMENT AND ITS SECRETARY THOMAS H. HARRIS;
CHEVRON U.S.A., INC. TEXAS PACIFIC OIL COMPANY, INC.;;
AND TEXAS PETROLEUM INVESTMENT COMPANY,

Respondents

AFFIDAVIT OF JOHN DAY

BEFORE ME, Notary, personally came and appeared:

JOHN W. DAY

who, after being duly sworn, did attest and testify as follows:

I.

I am an expert in Oceanography and Coastal and Wetland Science. I am distinguished Professor Emeritus in the Department of Oceanography and Coastal Sciences, College of the Coast & Environment at Louisiana State University, where I have taught since 1971. I have published extensively on the ecology and management of coastal and wetland ecosystems, with emphasis on the Mississippi delta. I received B.S. and M.S. degrees in Zoology from LSU and a Ph.D. in marine sciences and environmental sciences from the University of North Carolina in 1971. I have conducted extensive research on the ecology, human impacts, and management of the Mississippi Delta. I have also conducted extensive research on coastal ecosystems in Latin America and the Mediterranean. I was a visiting professor at the National University of Mexico, the University of Utrecht, the Université Claude Bernard, at Cambridge University, and at the Institute of Ecology in Xalapa,

Mexico. I have studied the impacts of climate change on the Mississippi Delta and coastal systems worldwide. I studied the impacts of oil and gas activity on coastal systems in the Mississippi delta and have served as an expert in several cases related to these impacts. I served as major professor for 70 M.S. and Ph.D. students and have written and edited 14 books, published over 350 peer-reviewed articles, and have a total of over 400 publications. My publications have been cited over 21,000 times.

II.

I have been hired as an expert by Plaintiffs in the above captioned litigation regarding coastal restoration in the State of Louisiana. I am a resident of East Baton Rouge Parish and am over the age of 18.

III.

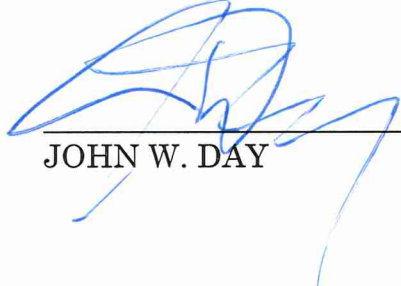
Based on my experience and personal knowledge, I am able to state that any further delay in coastal restoration is not in the public interest and will substantially injure the State of Louisiana and the coastal parishes, including Cameron Parish given the following facts:

1. Coastal Louisiana wetlands are one of the most critically threatened environments in the United States and currently experience greater coastal wetland loss than all other States in the contiguous United States combined.¹ Evidence indicates that the forces leading to wetland loss are occurring so rapidly action is critical to restoring these wetlands.
2. Especially high rates of wetland loss resulted from the 2005 and 2008 hurricanes (Katrina, Rita, Gustav, Ike, Delta and Laura) and future hurricanes of similar magnitude and path will increase land loss rates.² Evidence indicates that the frequency of such strong hurricanes is increasing bringing urgency to enhancing resilience of wetlands to strong storms.
3. The potential for even greater land loss rates increases during hurricane season and there has been a 10-year hiatus on direct strikes of major hurricanes on the Louisiana coast. This makes it more imperative there should be no unnecessary delay in wetland restoration and implementation of resilience measures.

¹ USGS, Land Area Change in Coastal Louisiana (1932 to 2016), Brady R. Couvillion, Holly Beck, Donald Schoolmaster, and Michelle Fischer, page 1.

² Id., at 13.

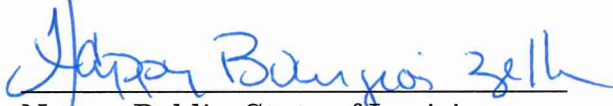
4. It is known that coastal wetlands provide many ecosystem goods and services that form the basis of important economic activities. These include commercial and recreational fishing, trapping, hunting and tourism. Continuing degradation of coastal wetlands that provide these goods and services threatens the coastal economy.
5. One of the most important services that coastal wetlands provide is the storm buffering capacity of these important ecosystems. Studies show that these wetlands significantly reduce storm surge and waves. Continuing degradation of wetlands and lack of prompt restoration threatens not only natural ecosystems, economic infrastructure, but also human life. Since that time, numerous storms have damaged housing and infrastructure and threatened human safety. Perception of further degradation of coastal wetlands will inhibit planning for new economic activity in the Parish.
6. Wetlands in Cameron Parish are home to endangered species and essential fish habitat. Wetland loss threatens protection of these species in the parish and removes habitat for important commercial fisheries vital to the Cameron Parish economy.
7. Because of this ongoing critical threat to coastal Louisiana and the continuous wetland loss, there should be no unnecessary delay in wetland restoration and implementation of resilience measures.



JOHN W. DAY

Further, Affiant sayeth not.

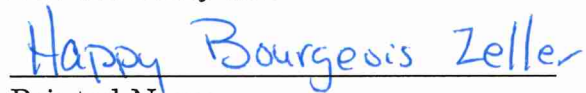
SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 2nd DAY
OF NOVEMBER, 2023.



Notary Public, State of Louisiana

#49922

Bar or Notary ID#



Printed Name