No. 24-813

In the
Supreme Court of the United States

CHEVRON U.S.A. INCORPORATED, et al.,
Petitioners,

v.

PLAQUEMINES PARISH, et al.,
Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

BRIEF FOR PETITIONERS

MARTIN A. STERN
JEFFREY E. RICHARDSON
ALEXANDRA LAMB
ADAMS & REESE, LLP
701 Poydras Street,
Suite 4500
New Orleans, LA 71039

PAUL D. CLEMENT
Counsel of Record
C. HARKER RHODES IV
JOSEPH J. DEMOTT
CLEMENT & MURPHY, PLLC
706 Duke Street
Alexandria, VA 22314
(202) 742-8900
paul.clement@clementmurphy.com

(Additional Counsel Listed on Inside Cover)

September 4, 2025

ROBERT B. MCNEAL
KELLY B. BECKER
LISKOW & LEWIS
Hancock Whitney Center
701 Poydras Street,
Suite 5000
New Orleans, LA 70139

JAMIE D. RHYMES
LISKOW & LEWIS
1200 Camellia Blvd.,
Suite 300
Lafayette, LA 70508

KANNON K. SHANMUGAM
WILLIAM T. MARKS
PAUL, WEISS, RIFKIND
WHARTON &
GARRISON LLP
2001 K Street, N.W.
Washington, DC 20006

Counsel for Exxon Mobil Corporation

JENNIFER J. CLARK
SIDLEY AUSTIN LLP
1501 K Street, NW
Washington, DC 20005

ALEXANDRA WHITE
ERIC J. MAYER
SUSMAN GODFREY LLP
1000 Louisiana Street,
Suite 5100
Houston, TX 77002

CHARLES S. MCCOWAN III
PAMELA R. MASCARI
KEAN MILLER LLP
II City Plaza
400 Convention St.,
Suite 700
P.O. Box 3513 (70821)
Baton Rouge, LA 70801

MICHAEL R. PHILLIPS
CLAIRE E. JUNEAU
KEAN MILLER LLP
909 Poydras Street,
Suite 3600
New Orleans, LA 70112

Counsel for Chevron U.S.A. Inc., Chevron U.S.A. Holdings Inc., Chevron Pipe Line Company, and The Texas Company

Counsel for Petitioners

QUESTIONS PRESENTED

This matter arises from Louisiana parishes' efforts to hold petitioners liable in state court for, *inter alia*, production of crude oil in the Louisiana coastal zone during World War II ("WWII"). Petitioners removed these cases from state court under 28 U.S.C. §1442(a)(1), which as amended in 2011 provides federal jurisdiction over civil actions against "any person acting under [an] officer" of the United States "for or relating to any act under color of such office." The Fifth Circuit unanimously held that petitioners satisfy the statute's "acting under" requirement by virtue of their WWII-era contracts to supply the federal government with high-octane aviation gasoline ("avgas"). But the panel divided on the "relating to" requirement, with the two-judge majority holding that petitioners' wartime production of crude oil was "unrelated" to their contractually required refinement of that same crude into avgas because the contracts did not contain any explicit "directive pertaining to [petitioners'] oil production activities." Pet.App.38. Judge Oldham dissented, explaining that the majority's approach reinstates a variant of the "causal nexus" requirement that multiple circuits (and the U.S. Congress) have expressly rejected. The Fifth Circuit denied rehearing en banc by a vote of 7 to 6.

The questions presented are:

1. Whether a causal-nexus or contractual-direction test survives the 2011 amendment to the federal-officer removal statute.

2. Whether a federal contractor can remove to federal court when sued for oil-production activities undertaken to fulfill a federal oil-refinement contract.

PARTIES TO THE PROCEEDING

Petitioners are Chevron U.S.A., Incorporated; Chevron U.S.A. Holdings, Incorporated; The Texas Company; Chevron Pipe Line Company; and Exxon Mobil Corporation. Petitioners were defendants-appellants below.

Respondents are Plaquemines Parish, Parish of Cameron, the State of Louisiana, and the Louisiana Department of Energy and Natural Resources. Respondents were plaintiffs-appellees below.

BP America Production Company; Shell Oil Company; Shell Offshore, Inc.; SWEPI, L.P.; and Burlington Resources Oil & Gas Company, were also defendants-appellants below. Burlington Resources Oil & Gas Company initially joined the petition for certiorari but was dismissed under Rule 46 on June 2, 2025.

CORPORATE DISCLOSURE STATEMENT

Chevron U.S.A. Inc., Chevron U.S.A. Holdings, Inc., and Chevron Pipe Line Company are indirectly wholly owned subsidiaries of Chevron Corporation, a publicly traded company (NYSE: CVX).

The Texas Company is the former name of Texaco Inc., an indirect, wholly owned subsidiary of Chevron Corporation, a publicly traded company (NYSE: CVX).

Exxon Mobil Corporation is a publicly held corporation, shares of which are traded on the New York Stock Exchange under the symbol XOM. Exxon Mobil Corporation has no parent corporation, and no publicly held corporation owns ten percent (10%) or more of its outstanding stock.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Regulations

Other Authorities

INTRODUCTION

The federal-officer removal statute, 28 U.S.C. §1442(a), serves a critically important function in our system of dual sovereignty: ensuring "the protection of a federal forum" in cases implicating "the operations of the general government." *Willingham v. Morgan*, 395 U.S. 402, 406-07 (1969). For well over 150 years, Congress has made removal available not only to federal officers themselves, but also to private parties "acting under" federal officers. Act of July 13, 1866, ch. 184, §67, 14 Stat. 98, 171. That extension ensures that private parties sued for assisting federal officials in performing duties that are nationally important but locally unpopular will have their federal-law defenses resolved in federal court, "free from local interests or prejudice." *Arizona v. Manypenny*, 451 U.S. 232, 242 (1981). Underscoring the importance of that protection, Congress has repeatedly expanded the availability of federal-officer removal. Most recently, in 2011, Congress amended the statute to encompass not only suits "for" actions taken under federal direction, but also suits "relating to" such actions. Removal Clarification Act of 2011, Pub. L. No. 112-51, §2(b), 125 Stat. 545 (2011).

The Fifth Circuit's divided decision below is flatly inconsistent with the amended statutory text. This Court had repeatedly made clear in the years before Congress amended the statute that "[t]he ordinary meaning of" "relating to" "is a broad one," requiring only that two things have "some relation" or "connection" to one another. *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 383-84 (1992); *see also, e.g.*, *Altria Grp., Inc. v. Good*, 555 U.S. 70, 85-87

(2008). By adding a phrase that this Court had repeatedly construed as capacious, Congress deliberately broadened the statute and authorized removal of state-court suits bearing a "connection" with an act taken under federal direction, not just those specifically required by or mentioned in a federal directive or contract. Pet.App.43-44 (Oldham, J., dissenting). That conclusion is buttressed by the longstanding rule that the federal-officer removal statute, unlike other removal provisions, should be broadly construed in favor of removal. *See, e.g.*, *Willingham*, 395 U.S. at 406-07; *Colorado v. Symes*, 286 U.S. 510, 517 (1932).

Despite the straightforward statutory text and settled interpretive principles, the panel majority below held that a federal contractor seeking removal must show more than the statute itself requires. According to the panel majority, the "relating to" test demands not only a connection between the defendant's challenged conduct and federal direction, but an explicit "federal directive" with respect to the challenged conduct. Pet.App.38. As Judge Oldham cogently explained in dissent, that approach defies "the plain language of §1442," effectively reinstating a version of the "causal-nexus test" that pre-dated the 2011 amendment to the statute. Pet.App.46, 57-58; *see* Pet.App.52, 54, 56-57. It also improperly limits removal to situations where private-sector assistance is absolutely necessary, as opposed to useful or efficient, to fulfill federal goals.

Under the correct legal standard, these cases are plainly removable. Respondents' case is built on allegations that, *inter alia*, petitioners' predecessors

"depart[ed] from prudent industry practices" when extracting crude oil from three Louisiana oil fields during WWII. Pet.App.5-6. During WWII, those companies were vertically integrated entities that *both* extracted crude oil in the relevant fields *and* used that crude to manufacture avgas under wartime contracts with the federal government. Pet.App.9-10. There is thus a close and direct connection between the challenged oil production and refining activities taken under federal direction. Indeed, given the massive quantities of avgas that the contracts demanded, "it is unclear how [the companies] could have met their contractual obligations" without using the production practices that respondents now claim were unlawful. Pet.App.46 (Oldham, J., dissenting). The contracts themselves reinforce the connection between crude oil production and avgas refining by tying the price of avgas to the price of crude and obliging federal officials to reimburse the companies for any new state or local taxes on crude oil.

This Court should reject the panel majority's atextual effort to erect additional barriers to federal-officer removal. The oil-production practices at issue in this litigation were integral to the petitioners' fulfillment of federal contacts, and all the other requirements for removal are likewise satisfied. Under the plain text of §1442(a), these cases belong in federal court. The panel majority's contrary decision should not be permitted to stand.

OPINIONS BELOW

The Fifth Circuit's opinion is reported at 103 F.4th 324, and reprinted at Pet.App.1-63. The Eastern District of Louisiana's remand order is

unreported, but incorporates by reference the order and reasons in *Parish of Plaquemines v. Northcoast Oil Co.*, No. 18-cv-5228 (E.D. La.), which is reported at 669 F.Supp.3d 584, and both orders are reprinted at Pet.App.66-96. The Western District of Louisiana's remand order is unreported, but incorporates by reference the opinion in *Parish of Cameron v. Auster Oil & Gas, Inc.*, No. 2:18-cv-677 (W.D. La.), which is available at 2022 WL 17852581, and the order and that opinion are reprinted at Pet.App.97-125. The Western District of Louisiana's opinion denying petitioners' motion for reconsideration is available at 2023 WL 3974168, and reprinted at Pet.App.126-149.

JURISDICTION

The Fifth Circuit denied rehearing on October 31, 2024. Petitioners timely filed a petition for certiorari on January 29, 2025. This Court has jurisdiction under 28 U.S.C. §1254(1).

STATUTORY PROVISION INVOLVED

The federal-officer removal statute, 28 U.S.C. §1442, is reproduced at Pet.App.182-84.

STATEMENT OF THE CASE

A. Legal Background

The federal-officer removal statute has a long and venerable pedigree. Congress first authorized federal-officer removal during the War of 1812 to protect federal officers who were being harassed for enforcing a trade embargo. *See* Act of February 4, 1815, §8, 3 Stat. 195, 198. While that statute was temporary, Congress soon enacted a permanent replacement that protected all officials involved in enforcing federal customs and revenue laws. *See Tennessee v. Davis*,

100 U.S. 257, 268 (1879) (discussing 1833 Force Act). Congress likewise authorized removal for Union officers targeted by insurrectionists during the Civil War and Reconstruction, *Mitchell v. Clark*, 110 U.S. 633, 639 (1884), and prohibition enforcers implementing the Volstead Act, *Maryland v. Soper*, 270 U.S. 9, 31-32 (1926). Each statute was animated by a desire "to protect federal officers from interference by hostile state courts." *Willingham*, 395 U.S. at 405.

Over many decades, "Congress relaxed, relaxed, and relaxed again the limits on federal officer removal." Pet.App.44 (Oldham, J., dissenting). Soon after the Civil War, Congress made removal available not only to federal officers themselves, but also to "any person acting under or by authority of any such officer" to enforce federal law in certain subject areas. *Watson v. Philip Morris Cos.*, 551 U.S. 142, 148 (2007) (emphasis omitted). And, shortly after WWII, Congress eliminated the subject-area restrictions, "expand[ing] the statute's coverage to include all federal officers" as well as those "acting under" them. *Id.* at 149. As this Court has explained, federal contractors are the quintessential example of private parties who "act[] under" federal direction; they go beyond mere "compliance with the law" by performing jobs the federal government would otherwise have to perform itself, and helping the government "produce … item[s] that it needs." *Id.* at 153-54. And in light of that history, this Court has repeatedly confirmed that the federal-officer removal statute must be "liberally construed to give full effect to the purposes for which [it was] enacted," *Symes*, 286 U.S. at 517, and "should not be frustrated by a narrow,

grudging interpretation," *Willingham*, 395 U.S. at 407; *see also, e.g.*, *Watson*, 551 U.S. at 147; *Manypenny*, 451 U.S. at 242.

Until relatively recently, the federal-officer removal statute permitted any person "acting under" a federal officer to remove a state-court action "*for* any act under color of [federal] office." *Watson*, 551 U.S. at 145 (emphasis altered) (quoting 28 U.S.C. §1442(a)(1) (2006)). This Court interpreted that language to require a defendant seeking removal to demonstrate "a causal connection between the charged conduct and asserted official authority." *Jefferson Cnty. v. Acker*, 527 U.S. 423, 431 (1999). In the Removal Clarification Act of 2011, however, Congress expanded the scope of federal officer removal yet again, amending the statute to permit removal of an action "for *or relating to* any act under color of such office," rather than just actions "for" such acts. 28 U.S.C. §1442(a)(1) (emphasis added); *see* Removal Clarification Act §2(b), 125 Stat. at 545.

B. Factual Background

1. During WWII, petitioners' corporate predecessors played an integral part in our Nation's unprecedented effort to expand its oil industry to accommodate wartime demands.[1] The President

[1] Specifically, these cases involve allegations regarding the WWII-era activities of Gulf Oil Company and The Texas Company, both of which were predecessors of petitioner Chevron U.S.A., Inc. ("Chevron"), and the WWII-era activities of Shell Oil Company ("Shell") and its affiliates, which were defendants-appellants below. *See* Pet.App.9-10; *infra* p.17 n.5. For brevity, this brief uses "petitioners" to refer to both petitioners themselves and the relevant WWII-era companies.

established a temporary agency, the Petroleum Administration for War ("PAW"), to spearhead that effort. *See* Exec. Order No. 9276, 7 Fed. Reg. 10091 (Dec. 2, 1942). PAW expended substantial resources and took extraordinary steps to get petitioners to increase production because WWII was "from beginning to end[] … a war of oil." John W. Frey & H. Chandler Ide, *A History of the Petroleum Administration for War, 1941-1945*, at 1 (Gov't Printing Off. 1946) ("*PAW History*").[2] The success of the war effort depended on extracting unprecedented quantities of crude oil in order to refine unprecedented quantities of specialized petroleum products. As a WWII Brigadier General explained, the armed forces were "so totally dependent on the products of petroleum that the success of land, sea and air operations [could] be said to depend on their availability." JA87. Accordingly, the government called on oil companies "to furnish vastly enlarged and vital supplies of oil and oil derivatives to our army, our navy, and our air force." JA91.

The expansion of the oil industry that the war effort demanded was extraordinary. From December 1941 to August 1945, nearly *seven billion barrels of oil* were "brought from the ground … to meet the requirements of the United States and its Allies." *PAW History* at 1. Nearly six billion of those barrels

---

[2] The *PAW History* is the official government account of the PAW program, prepared under the instructions of Presidents Roosevelt and Truman. *See Wartime Petroleum Pol'y Under the Petroleum Admin. for War: Hearings on S. Res. 36*, 79th Cong. 2-23 (Nov. 28, 1945) (statement of PAW Deputy Administrator Ralph Davies).

came from the United States—a feat that required the U.S. oil industry to increase oil production *by more than 44,000,000 gallons a day*. Pet.App.46 (Oldham, J., dissenting).

In addition to requiring all producers to expand oil production pursuant to pervasive federal direction, PAW negotiated contracts directly with some companies to produce and refine particular kinds of petroleum products that the government needed for the war effort. One particularly important product was avgas, especially 100-octane avgas, "the superfuel that meant more speed, more power, quicker take-off, longer range, greater maneuverability—all of the things that meant the victory margin in combat." *PAW History* at 193. Shortly after the attack on Pearl Harbor, the Office of Petroleum Coordinator (PAW's predecessor) issued a directive that "required the petroleum industry to immediately maximize avgas production." *Exxon Mobil Corp. v. United States*, 2020 WL 5573048, at *10 (S.D. Tex. Sept. 16, 2020), *appeal dismissed*, 2021 WL 5545961 (5th Cir. June 18, 2021). Another directive required refineries to boost production of alkylate used to produce 100-octane avgas. *Id.*; *see also* JA93-94 (discussing these directives). PAW was authorized to "control the[] allocation, exchange, license, pooling, loan, sale, or lease of crude oil, base stocks, blending agents, processes and patents, and production, transportation and refining facilities … whenever and to whatever extent may be necessary to facilitate the maximum production of all grades of aviation gasoline." *Exxon*, 2020 WL 5573048, at *10 (alteration in original).

PAW played an important role in negotiating federal contracts with the companies that produced avgas—some of which, like the petitioners here, were vertically integrated. *See* JA93-100. In particular, PAW was authorized to determine "the price and technical details of avgas production and procurement" for the government. *Exxon*, 2020 WL 5573048, at *11. The contracts were then executed by the Defense Supplies Corporation ("DSC"), a government corporation organized in August 1940 to procure "nonmetallic commodities defined as strategic and critical by the President." *Cameron* D.Ct.Dkt.113-7 at 9; *see* JA79-81.

2. Over the course of the war, petitioners entered into hundreds of contracts to supply the federal government with avgas and other specialized petroleum products. Pet.App.22; JA114-15. In 1942, both The Texas Company and Gulf contracted with DSC to manufacture avgas at their refineries in Port Arthur, Texas. Pet.App.21; *see, e.g.*, Pet.App.150-81. While The Texas Company's refinery was initially capable of producing about 2,940 barrels of avgas per day, the federal government financed several major expansions of that refinery to meet the government's wartime needs, increasing its capacity more than sevenfold to 21,500 barrels of avgas per day by the end of the war. JA115-17. The federal government likewise financed the expansion of Gulf's Port Arthur refinery, increasing its capacity from about 2,016 barrels of avgas per day to nearly 10,000 barrels per day. *Plaquemines* D.Ct.Dkt.87-2 at 90-91. All told, The Texas Company's Port Arthur refinery produced over 16 million barrels of avgas during WWII, and

Gulf's Port Arthur refinery produced over 11 million barrels. JA117, 122.

Shell likewise contracted with DSC in 1942 to manufacture avgas for the government at refineries in Norco, Louisiana, and Houston, Texas. Pet.App.22. By that time, Shell had already expanded its facilities at Norco and Houston to increase their daily avgas production capacity from 2,900 barrels to 9,000 barrels. JA168-69. Underscoring the government's insatiable need for avgas during the war, Shell subsequently expanded the facilities' daily capacity further to 12,000 barrels. JA166. These refineries ultimately contributed more than 15 million barrels of avgas toward the war effort. JA166-67.

To achieve the massive increases in refined avgas required by their government contracts, petitioners needed ever-increasing amounts of crude oil. As vertically integrated companies, they naturally looked to their own production sources—including the three fields at issue in this litigation. Pet.App.9-10. And the government was not only aware that petitioners were using the crude they produced in the relevant oil fields to fulfill their federal avgas contracts, but specifically designated those fields as "Critical Fields Essential to the War Program," in part because they featured varieties of crude well suited to be made into avgas. Pet.App.23 n.64.

To satisfy their wartime government contracts, petitioners significantly expanded their production of crude in Plaquemines and Cameron Parishes. Recognizing that increased production was needed to meet its unprecedented demand for avgas and other petroleum products, the federal government

repeatedly granted petitioners exceptions to wartime restrictions on the use of critical materials, such as steel, that they needed to expand production. *See, e.g.*, JA118-19, 159-62. Over the course of WWII, The Texas Company produced 400,000 barrels of crude oil from the Delta Duck Club Field and sent much of that crude to its Port Arthur refinery, where it was refined into avgas and other wartime petroleum products under contracts with the federal government. JA112-17. Gulf completed 22 new oil-producing wells and produced more than 10 million barrels of crude in Grand Bay Field, much of which it likewise refined into avgas for the federal government. JA119-22; *Plaquemines* D.Ct.Dkt.87-21 at 11-24. And Shell similarly expanded its operations in Black Bayou, completing seventeen wells, extracting more than 3.5 million barrels of crude, and transporting much of that crude to its Houston and Norco refineries to fulfill its federal contracts. *See* JA159, 162-67.

C. Procedural History

1. The present litigation arises from more than 40 cases filed in Louisiana state court by various Louisiana parishes seeking to hold oil and gas companies liable for decades-old exploration and production activities conducted in Louisiana's coastal zone. Pet.App.3. Each lawsuit challenges oil and gas exploration activities in different "[o]perational [a]reas"—geographical boundaries invented by the parishes for the sole purpose of the lawsuits. Pet.App.4 & n.5. The state of Louisiana and the Louisiana Department of Energy and Natural Resources have intervened in these various lawsuits.

The lawsuits assert claims against scores of oil and gas companies under Louisiana's State and Local Coastal Resources Management Act ("SLCRMA"), La. Rev. Stat. §§49:214.21-42, which was enacted in 1978 to allow Louisiana to obtain federal funding under the Coastal Zone Management Act of 1972, 16 U.S.C. §§1451-1465.[3] SLCRMA defined the "coastal zone" and established a new permitting program that took effect in 1980. In particular, SLCRMA "provides that "[n]o person shall commence" a "use" of the coastal zone—specifically including "exploration for, and production of, oil, gas, and other minerals"—"without first … receiving a coastal use permit." La. Rev. Stat. §§49:214.25(A)(1)(f), 49:214.30(A)(1). SLCRMA also authorizes courts to impose civil liability, assess damages, and order restoration "for uses conducted within the coastal zone without a coastal use permit where a … permit is required or which are not in accordance with the terms and conditions of a coastal use permit." *Id.* §49:214.36(E).

Consistent with the basic nature of a permitting regime, SLCRMA does not require a permit for activities that were commenced or established before the statutory permitting regime was created. Instead, SLCRMA ensures that its permitting regime will apply only prospectively: "Individual specific uses legally commenced or established prior to the effective date of the coastal use permit program [September 20, 1980] shall not require a coastal use permit." *Id.* §49:214.34(C)(2).

---

[3] The Coastal Zone Management Act provides federal funding to states that have a coastal resources management plan that meets the Act's requirements. *See* 16 U.S.C. §1455.

Notwithstanding that "grandfather clause," in an effort to maximize their recovery, respondents' lawsuits challenge activities that occurred decades before SLCRMA was enacted and its permitting program was established—including the massive production of crude oil in Louisiana's coastal zone during WWII. Pet.App.5; *see Par. of Plaquemines v. Riverwood Prod. Co.*, 2022 WL 101401, at *9 (E.D. La. Jan. 11, 2022) (observing that "[t]he challenged activities … are, almost to a one, related to WWII efforts and/or regulatory directives"). Respondents seek to evade the grandfather clause on the remarkable theory that most WWII-era oil production was not "*legally* commenced or established," La. Rev. Stat. §49:214.34(C)(2) (emphasis added), and thus oil and gas companies were obligated to obtain permits for all of their longstanding operations as soon as SLCRMA took effect in 1980—even though the relevant state agency repeatedly indicated that no such permits were required and never took any regulatory enforcement action against petitioners for failing to obtain permits following SLCRMA's enactment. *See Par. of Plaquemines v. Chevron USA, Inc.* (*Plaquemines I*), 7 F.4th 362, 366 (5th Cir. 2021) (discussing materially identical claims in a related case). Under that unlikely theory, respondents are now seeking *billions of dollars* in damages based on long-ago operations that pre-date the permitting regime by decades.

The state-court complaints initiating this large family of SLCRMA cases were studiously imprecise about which of petitioners' pre-SLCRMA activities were not "lawfully commenced." *Id.* at 371. The complaints included only "vague citations to Louisiana

regulations covering numerous aspects of oil production," without any meaningful explanation of how respondents believe petitioners may have violated those regulations. *Id.*; *see, e.g.*, *Cameron* D.Ct.Dkt.1-7 at 15.

About five years after filing their complaints, respondents finally provided a measure of clarity by issuing an expert report (the "Report") that "represent[s] the position of the Louisiana Department of Natural Resources" in all the cases. *Plaquemines I*, 7 F.4th at 367. Among other things, the Report alleged that most oil-production activities during WWII were not "lawfully commenced" because they allegedly "departed from prudent industry practices" and were not done "in good faith." *Id.* More specifically, the Report alleged that the defendant companies had acted imprudently during WWII "by dredging canals (instead of building overland roads), by using vertical drilling (instead of directional drilling), by using earthen pits at well heads (instead of steel tanks), by extracting too much oil, and by not building saltwater reinjection wells." *Id.*

2. When the Report revealed that respondents were challenging the petroleum industry's activities during WWII, the defendant companies promptly removed the cases to federal court, invoking, *inter alia*, federal-officer jurisdiction. As the defendant companies explained, WWII was a unique period when all parties engaged in the petroleum industry, even those without a direct contract with the federal government, were producing crude to fulfill federal contracts and subject to federal directives from PAW. Respondents opposed removal, and *Plaquemines*

Parish v. Riverwood Production Co., No.18-cv-5217, was designated as the lead case in the Eastern District of Louisiana.

In *Riverwood*, the district court held that the defendants there met all elements of the test for federal-officer jurisdiction except the "acting under" requirement. 2022 WL 101401, at *7-10. The court held that the defendants were indisputably "persons," their allegedly unlawful production of oil during WWII was "relat[ed] to" defendants' efforts "to meet the government's need for aviation gas during WWII," and they had raised "viable" preemption and due process defenses. *Id.* However, the court found the "acting under" prong unsatisfied because the only *Riverwood* defendant that produced crude oil in the relevant operational area during WWII—a company called Humble Oil—did not itself refine that oil under any federal contract. *Id.* at *7-9. Instead, Humble Oil sent its crude oil from the relevant field to refineries owned by other companies, which in turn contracted with the federal government for avgas and other refined petroleum products. *Id.* at *7-8 & n.15.[4]

The Fifth Circuit affirmed in a brief, unpublished opinion. *Plaquemines Par. v. Chevron USA, Inc.* (*Plaquemines II*), 2022 WL 9914869, at *2 (5th Cir. Oct. 17, 2022) (per curiam). The court concluded that because Humble Oil did not itself operate under any federal contract or "principal/agent arrangement"

[4] Humble Oil did in fact operate its own refinery (which had a federal avgas contract during WWII), but the *Riverwood* defendants could not show that any of the crude oil that Humble Oil produced in the *Riverwood* operational area was sent to its own refinery. *See Riverwood*, 2022 WL 101401, at *7 n.14.

with the federal government to refine the oil that it extracted from the *Riverwood* operational area, it could not satisfy the "acting under" requirement. *Id.* at *2-3 (quoting *Watson*, 551 U.S. at 151, 156). The court explicitly recognized that "refineries, who had federal contracts and acted pursuant to those contracts, can likely remove under §1442." *Id.* at *4 (brackets omitted). But that principle, the Fifth Circuit held, "does not extend to parties not under that contractual direction." *Id.* (brackets omitted).

After the Fifth Circuit issued that decision, petitioners renewed their opposition to remand in the two cases now before this Court (and in the subset of cases with the same dynamic). Petitioners explained that these cases fit the precise fact pattern that the Fifth Circuit had suggested would permit removal: They involve vertically integrated companies that (1) produced crude oil in the relevant Louisiana oil fields during WWII; and (2) used that crude to manufacture avgas for the U.S. military pursuant to their own federal contracts. Pet.App.8-9. The first case was brought by respondent Plaquemines Parish against petitioner Chevron and several other companies based in part on the WWII-era activities of two of Chevron's predecessors, Gulf Oil Company and The Texas Company. *See* Pet.App.9. It alleges unlawful production of crude in the Delta Duck Club Field and Grand Bay Field, both of which are located in Plaquemines Parish. Pet.App.28. The second case was brought by respondent Cameron Parish against Chevron as well as BP America Production Company

and Shell, based in part on Shell's WWII-era activities in that parish's Black Bayou Field. Pet.App.10.[5]

Despite the undisputed reality that petitioners used crude they produced in the relevant Louisiana fields during WWII to fulfill their federal avgas contracts, *see supra* pp.9-11, the district courts granted respondents' motions to remand both cases to state court. In *Plaquemines Parish*, the court held that neither the "acting under" nor the "relating to" requirement for federal-officer removal was satisfied, on the ground that The Texas Company's and Gulf's contracts "did not direct, require, or even suggest that [the company] produce its own crude in order to meet its contractual obligations." Pet.App.93. In *Parish of Cameron*, the court acknowledged that Shell may have "acted under" federal direction "with respect to manufacturing refined petroleum products," but held that petitioners failed to satisfy the "acting under" requirement "with respect to the production of oil and gas in the field." Pet.App.149. The court further held that the "relating to" requirement was not satisfied, on the ground that "the connection between a refining contract and the production activities in the field is too attenuated to support" removal. Pet.App.149.

---

[5] BP and Shell each reached a settlement with respect to the *Cameron* case during the pendency of the appeal. As the Fifth Circuit explained (and the petition highlighted, Pet.8 n.1), those settlements do not affect federal-officer jurisdiction, which is determined based on "the claims in the state court petition as they existed at the time of removal." Pet.App.11 n.29. In all events, the question presented independently arises in the *Plaquemines* case.

The Fifth Circuit consolidated the cases and affirmed in a divided decision. The panel began by unanimously holding that petitioners "satisfy the 'acting under' requirement" of 28 U.S.C. §1442(a)(1) by virtue of their federal contracts to supply the federal government with the avgas that our Nation's armed forces needed to win WWII. Pet.App.14-17; *see* Pet.App.40 (Oldham, J., dissenting). The panel divided, however, on the "relating to" requirement. As to that requirement, the two-judge panel majority held that it would "limit [its] analysis" to the express "directives in [petitioners'] federal refining contracts," and ignore all "federal regulations, designations, and reports involving oil production in the Operational Areas during World War II." Pet.App.23-26. And while the panel majority acknowledged "some relation" between petitioners' challenged oil production activities and petitioners' refining of the same crude under federal contracts, it concluded that this "relationship" was "insufficient" without a "contractual provision pertaining to oil production or directing [petitioners] to use only oil they produced." Pet.App.28-30. The panel majority further held that the "relating to" requirement was not met because petitioners' federal contracts gave them "complete latitude" over how to acquire the necessary crude, instead of specifying whether they should purchase that crude from other producers or extract it themselves. Pet.App.29-30.

Judge Oldham dissented in relevant part, explaining that the panel majority's decision could not be reconciled with Congress' deliberate expansion of the scope of federal-officer removal in the Removal Clarification Act of 2011. *See* Pet.App.43-44. As

Judge Oldham explained, before 2011, the federal-officer removal statute authorized removal of "actions 'for' an act under color of federal office"—a phrase that this Court interpreted to require "a 'causal connection' between the charged conduct and asserted official authority." Pet.App.43; *Willingham*, 395 U.S. at 409. In 2011, however, Congress explicitly amended the statute to make it "significantly broader," by authorizing removal of any suit "for *or relating to* any act under color of [federal] office." Pet.App.43-44 (emphasis altered). In so doing, Congress "broaden[ed] the universe" of federal-officer removal, extending it to all suits challenging any conduct "relating to" any act taken under federal direction, regardless of whether the challenged conduct itself was specifically required by or even mentioned in the federal directive. Pet.App.43 (quoting H.R. Rep. No. 112-17, pt.1 (2011), *as reprinted in* 2011 U.S.C.C.A.N. 420, 425).

Here, "the charged conduct—[petitioners'] petroleum exploration and production activities—clearly 'related to' an 'act under color of federal office," i.e., petitioners' "contractually specified refining activities." Pet.App.45 (brackets and footnote omitted). After all, crude oil is the primary, indispensable component of refined avgas. Pet.App.45-46. Upon assuming contractual duties to provide the U.S. military with unprecedented quantities of avgas, petitioners quite naturally responded "by increasing their own exploration and production of crude." Pet.App.45. There is thus a clear connection between petitioners' production of crude oil that they needed as the primary ingredient for avgas, and their refining of that same crude oil into

avgas to satisfy their federal contracts. *See* Pet.App.53-54. Judge Oldham accordingly concluded that petitioners' decisions to increase their crude oil production during WWII "plainly 'related to' their avgas contracts and hence satisfy today's federal officer removal statute." Pet.App.63.

As Judge Oldham underscored, the panel majority's contrary view "reinstates a version of" the "causal-nexus test" that Congress dispensed with in 2011. Pet.App.57-58; *see* Pet.App.47-57. The text of the amended statute does not "requir[e] an unsevered causal chain" between federal direction and the challenged action, or insist that "the outcome of the challenged conduct be contractually specified," as the panel majority demanded. Pet.App.53-54. Instead, the "relating to" element requires only that the challenged conduct be "connected or associated with" an act taken under federal direction, Pet.App.47—a test that the challenged oil production activities here easily meet, given their close connection with the oil refining activities that petitioners undertook under federal direction. Pet.App.44-46, 50-55. As all other requirements for federal-officer removal are also satisfied, Judge Oldham would have "vacate[d] the remand orders and allow[ed] this case to proceed where it belongs: in federal court." Pet.App.63.

Petitioners sought en banc review, which was denied by a 7-6 vote. Pet.App.64-65.

Dozens of cases brought by various parishes asserting similar claims remain pending in state court. Earlier this year, the first of those cases went to trial. In a striking example of the importance of a federal forum and the risks that defendants face in

state court from parochial interests, the jury returned a *$744.6 million* verdict for purported SLCRMA violations in a field where drilling commenced in December 1941. *See* Jack Brook, *Chevron Ordered to Pay More Than $740 Million to Restore Louisiana Coast in Landmark Trial*, Associated Press (Apr. 4, 2025), https://tinyurl.com/26cxpvy9; *Plaquemines* D.Ct.Dkt.87-1 at 60 (discussing the relevant oil field). What is more, it did so based on theories that the Fifth Circuit has already rejected as foreclosed by the plain text of SLCRMA's grandfather clause in the one related case currently pending in federal court (under diversity jurisdiction). *See New Orleans City v. Aspect Energy, LLC*, 126 F.4th 1047, 1052-54 (5th Cir. 2025).

SUMMARY OF ARGUMENT

For many decades, 28 U.S.C. §1442(a)(1) authorized federal contractors to remove only lawsuits "for" acts they performed at the behest of the federal government. This Court interpreted that language to require "a causal connection between the charged conduct and asserted official authority." *Acker*, 527 U.S. at 431. Under that causal-nexus standard, courts required federal contractors seeking removal to show that the relevant federal direction was causally linked to their challenged conduct. If the federal direction did not cause the challenged conduct, removal was unavailable.

In 2011, Congress deliberately changed the law to eliminate that causal-nexus requirement and broaden the scope of federal-officer removal. In the Removal Clarification Act, Congress amended the federal-officer removal statute to permit removal of any suit "for or relating to" an act taken under federal

direction. By its plain terms, that amendment substantially widened the availability of federal-officer removal to encompass not just suits challenging conduct *caused by* federal direction, but suits challenging any conduct *related to* acts taken under federal direction.

As this Court has repeatedly emphasized, including in the years before the 2011 amendment, "[t]he ordinary meaning of" "relating to" "is a broad one"; it means that two things have "some relation" or "connection" to one another. *Morales*, 504 U.S. at 383-84. Congress' deliberate decision to employ that capacious phrase after this Court had underscored its capaciousness has to be given effect—particularly in light of the longstanding rule that, in contradistinction to other removal provisions, the federal-officer removal statute should be "liberally construed" in favor of removal. *Watson*, 551 U.S. at 147. The plain text of §1442(a)(1) accordingly authorizes removal of suits "relating to" acts under federal direction—i.e., suits that have a "connection or association" with acts taken to carry out a federal directive, not just suits challenging acts that the federal directive itself explicitly mentions or requires.

Instead of following the statutory text, the panel majority below erroneously applied "a version of the old, discarded, causal-nexus test." Pet.App.57 (Oldham, J., dissenting). In the panel majority's view, the obvious connection between petitioners' production of crude oil in the relevant fields and petitioners' use of that same crude to manufacture avgas under federal contracts was "insufficient" given "the lack of any reference, let alone direction,

pertaining to crude oil in [petitioners'] federal contracts." Pet.App.33, 38.

That approach—requiring the federal directive itself to mention the challenged conduct—cannot be squared with the clear statutory text. In fact, this Court has expressly rejected the notion that a law is "related to" a given topic only if it "specifically addresse[s]" that topic, *Morales,* 504 U.S. at 386, or is "specifically designed to affect" it, *Ingersoll-Rand Co. v. McClendon*, 498 U.S. 133, 139 (1990). Congress' deliberate addition of the phrase "relating to" in 2011 thus makes clear that the federal-officer removal statute, as amended, does not contain any causal-nexus or contractual-direction requirement. Instead, the "relating to" element is satisfied as long as the suit being removed challenges conduct that is connected or associated with an act taken under federal direction, whether or not the federal direction specifically causes or even mentions that conduct. That result is not only compelled by statutory text, but makes eminent sense, given that federal contracts may omit specific directions for multiple reasons, including the presence of pervasive federal regulations, that in no way diminish the need for a federal forum. Nor does it make sense to limit removal to situations where the private actions were absolutely necessary—as opposed to merely useful or efficient—to fulfilling the federal objective.

Under the correct legal standard, these cases are plainly removable. Federal-officer removal is available when (1) a "person" (2) who was "acting under" a federal officer (3) faces a suit "for or relating to" its acts under federal direction and (4) raises a

colorable federal defense. 28 U.S.C. §1442(a)(1). The first, second, and fourth of those elements are readily met here (and indeed, have been expressly or effectively conceded). That leaves only the "relating to" element, which is readily established here as well. Petitioners' federal avgas contracts necessarily required them to obtain unprecedented amounts of crude oil, and they fulfilled those contracts using crude that they produced in the relevant Louisiana oil fields, using methods that respondents now claim (more than 80 years after the fact) were contrary to state law. There is an obvious relationship between petitioners' challenged oil-production practices and petitioners' use of that very same oil to manufacture avgas to fulfill their contracts with the federal government. That is all the text of §1442(a)(1) requires.

In fact, the connection between petitioners' challenged WWII-era oil production and their contemporaneous refining of that same oil under federal direction is unmistakable. Adopting the production practices (such as directional drilling) that respondents now claim should have been employed would have made petitioners' production of crude slower and more expensive, hampering their ability to satisfy their federal avgas contracts and making it more difficult and more expensive for the federal government to obtain a critical wartime product. Petitioners' contracts also expressly acknowledged the relationship between their production and refining activities in multiple ways—including by linking the price of avgas to the price of crude and requiring reimbursement of state and local taxes on crude.

Further illustrating the relationship, the government created a specific agency (PAW) to govern *all aspects* of oil production and refining during WWII. And PAW expressly recognized the crude from the three relevant fields as particularly suitable for making avgas; authorized petitioners to use their own crude from these fields; and prohibited petitioners from using some of the specific production methods that respondents claim they should have used. There is certainly no merit to the panel majority's claim that PAW's role in assigning crude to refineries somehow "severed any connection between [petitioners'] production and refinement activities," Pet.App.36. On the contrary, PAW's determination that crude from these three Louisiana fields *should* be used to fulfill petitioners' avgas contracts underscores the close connection between petitioners' production and refining activities. This Court should reverse the judgment below and hold that these cases were properly removed to federal court.

ARGUMENT

I. The Federal-Officer Removal Statute, As Amended In 2011, Does Not Contain Any Causal-Nexus Or Contractual-Direction Requirement.

As amended in 2011, the federal-officer removal statute authorizes any federal officer, or person "acting under" a federal officer, to remove a lawsuit "for *or relating to* any act under color of such office." 28 U.S.C. §1442(a)(1) (emphasis added). As this Court has repeatedly held, "relating to" is an expansive term requiring only that two things are connected or associated. Accordingly, a defendant seeking removal

does not need to show that the federal government caused or directed him to engage in the challenged conduct, as would have been the case under the pre-2011 statute. The Fifth Circuit panel majority erred by negating the 2011 amendment and demanding more than the plain statutory text requires.

A. The Federal-Officer Removal Statute Requires Only a "Connection or Association" Between the Challenged Conduct and an Act Taken Under Federal Direction.

1. Before Congress' most recent expansion of §1442(a), the statute authorized removal of lawsuits "*for* any act under color of [federal] office." Pub. L. No. 104-317, §206, 110 Stat. 3847, 3850 (1996) (emphasis added). This Court interpreted that language—like similar language in earlier versions of the federal-officer removal statute—to require "a causal connection between the charged conduct and asserted official authority." *Acker*, 527 U.S. at 431 (quoting *Willingham*, 395 U.S. at 409); *accord Soper*, 270 U.S. at 20 & n.1, 33 (earlier version of the federal-officer removal statute authorizing removal of suits "on account of any act done under color of" federal law required a "causal connection between what the officer has done under asserted official authority and the state prosecution").

Applying that causal-nexus standard, some courts relied on explicit federal contractual directives pertaining to the challenged conduct to demonstrate the necessary causal connection. In *Winters v. Diamond Shamrock Chemical Co.*, for example, the court held that strict products liability and failure-to-

warn claims against the manufacturers of Agent Orange were removable because "[t]he Government required that 'Agent Orange' be produced to its specifications set forth in [federal] contracts"; the contracts "specifically dictated" the "use of the two active chemicals in unprecedented quantities"; and "[n]o warning [label] … was permitted by the contract specifications." 149 F.3d 387, 399-400 (5th Cir. 1998). Similarly, in *Pack v. AC & S, Inc.*, the court found a "causal nexus" between claims alleging asbestos exposure at a federal contractor's worksite and the contractor's construction of turbine generators for the federal government because "the government would specify and approve the type of asbestos cloth to be used" in the turbines. 838 F.Supp. 1099, 1103 (D. Md. 1993); *see also, e.g.*, *Akin v. Big Three Indus., Inc.*, 851 F.Supp. 819, 823-24 (E.D. Tex. 1994) ("[W]hen a government contractor builds a product pursuant to Air Force specifications and is later sued because compliance with those specifications allegedly causes personal injuries, the nexus requirement is satisfied.").

In cases without such a specific federal directive to engage in the challenged conduct, courts frequently denied removal. In *Arness v. Boeing North American, Inc.*, for example, the plaintiffs alleged that a federal contractor had negligently disposed of a toxic substance called TCE while testing rocket engines for the federal government. 997 F.Supp. 1268, 1274 (C.D. Cal. 1998). Although the defendant produced "specific evidence establishing that the federal government contractually required [it] to use TCE in its testing operations," the court denied removal because the contract did not explicitly address "safeguards to

prevent the release of TCE." *Id.* at 1274-75. Likewise, in *Faulk v. Owens-Corning Fiberglass Corp.*, the court denied removal of claims alleging that a government contractor failed to warn workers about the dangers of asbestos because "the federal government provided no direction or control on warnings when using asbestos." 48 F.Supp.2d 653, 663 (E.D. Tex. 1999). In short, a federal contractor could remove a lawsuit only by pointing to a specific federal directive that compelled it to undertake the allegedly unlawful conduct. *Id.* at 664; *see also*, *e.g.*, *N.J. Dep't of Env't Prot. v. Exxon Mobil Corp.*, 381 F.Supp.2d 398, 404-05 (D.N.J. 2005); *Weese v. Union Carbide Corp.*, 2007 WL 2908014, at *7 (S.D. Ill. Oct. 3, 2007).

2. In 2011, Congress amended the statute. *See* Removal Clarification Act, 125 Stat. at 545. While the pre-2011 version had authorized removal of only suits "*for* an act under color of [federal] office," *Acker*, 527 U.S. at 431 (brackets omitted), the amended version authorizes removal of any suit "for *or relating to*" such acts, 28 U.S.C. §1442(a)(1) (emphasis added). That amendment significantly broadened the scope of federal-officer removal.

This Court has repeatedly emphasized, both before and after enactment of the Removal Clarification Act, that "[t]he ordinary meaning of" the phrase "relating to" "is a broad one." *Morales,* 504 U.S. at 383-84; *see also, e.g.*, *Pugin v. Garland*, 599 U.S. 600, 607 (2023); *Altria Grp.*, 555 U.S. at 85-86; *Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85, 96-98 (1983). Two things are "related" if they are "[c]onnected in some way." *Related*, Black's Law Dictionary (12th ed. 2024). In *Morales*, for example, this Court rejected the

argument that the Airline Deregulation Act—which preempted "any law… *relating to* rates, routes, or services of any air carrier"—could be read to preempt "only state laws specifically addressed to the airline industry." 504 U.S. at 383, 386 (emphasis added). As the Court explained, that reading "ignores the sweep of the 'relating to' language." *Id.* at 386. Given that "deliberately expansive" phrase, the Court held that the Act preempts "[s]tate enforcement actions having a connection with or reference to airline 'rates, routes, or services.'" *Id.* at 384.

The Court reached a similar conclusion in *Ingersoll-Rand Co.*, which interpreted a statutory provision preempting "any and all State laws insofar as they may now or hereafter *relate to* any employee benefit plan" "covered by ERISA." 498 U.S. at 138 (emphasis added). The Court emphasized that this clause is "conspicuous for its breadth," and that "[t]he key" to its breadth "is found in the words 'relate to.'" *Id.* (quoting *FMC Corp. v. Holliday*, 498 U.S. 52, 58 (1990)). Applying the "broad common-sense meaning" of that phrase, the Court concluded that "a state law may 'relate to' a benefit plan, and thereby be pre-empted, even if the law is not specifically designed to affect such plans, or the effect is only indirect." *Id.* at 139.

There is no reason to read Congress' use of the words "relating to" in §1442(a) any less expansively. "This Court generally assumes that, when Congress enacts statutes, it is aware of this Court's relevant precedents," *Ysleta Del Sur Pueblo v. Texas*, 596 U.S. 685, 687 (2022), and Congress enacted the Removal

Clarification Act of 2011 on the heels of multiple decisions emphasizing the breadth of that phrase.

Indeed, there is every reason to give "relating to" its full breadth, as this Court has also been at pains to emphasize that the federal-officer removal statute, unlike other removal statutes, should be "liberally construed" in favor of removal. *Watson*, 551 U.S. at 147; *see, e.g.*, *Manypenny*, 451 U.S. at 242; *Willingham*, 395 U.S. at 407; *Symes*, 286 U.S. at 517. That is essentially the opposite of the presumption that this Court has sometimes employed in the preemption context. *See, e.g.*, *Wyeth v. Levine*, 555 U.S. 555, 565 (2009); *Metro. Life Ins. Co. v. Massachusetts*, 471 U.S. 724, 740-41 (1985). Yet even in preemption cases, like *Morales*, *Ingersoll-Rand*, and *Metropolitan Life*, the Court has emphasized the breadth of the phrase "relating to." It would get matters backwards to apply a narrower construction of that phrase in the federal-officer removal context, where the relevant presumption favors breadth.[6]

---

[6] To be sure, subsequent decisions have clarified that the presumption against preemption has no proper role to play in construing express preemption clauses. *See Puerto Rico v. Franklin Cal. Tax-Free Tr.*, 579 U.S. 115, 125 (2016). But that principle was not definitively established when *Morales* and *Metropolitan Life* were decided. *See Morales*, 504 U.S. at 419-21 (1992) (Stevens, J., dissenting) (applying the presumption). Regardless, the point remains that when a phrase has already been construed by this Court as a term of breadth and then Congress employs that phrase in a context where this Court applies a rule of broad or liberal construction, both plain text and interpretative principles reinforce that the resulting statute sweeps broadly and cannot be given a miserly construction.

In light of the clear text and settled interpretive principles, no fewer than seven courts of appeals have held that the amended version of §1442(a)(1) "does not require a causal connection between acts taken under color of federal office and the basis for the [lawsuit]." *District of Columbia v. Exxon Mobil Corp.*, 89 F.4th 144, 155 (D.C. Cir. 2023).[7] "Rather, it is enough that acts taken under color of federal office are 'connected or associated' with the conduct at issue in the case." *Id.* at 155-56 (quoting *Latiolais*, 951 F.3d at 296).

The Fifth Circuit's en banc decision in *Latiolais* illustrates that when properly construed the 2011 amendment have outcome-determinative effects. There, a former Navy machinist alleged that the defendant—a federal contractor—had negligently failed to warn him about asbestos hazards and exposed him to asbestos while his ship was refurbished at the contractor's shipyard. *Latiolais*, 951 F.3d at 289-90. Both the district court and a three-judge panel concluded that the "causal nexus" test was not satisfied: "Although the government contractually required [the defendant] to use asbestos in refurbishing the Navy vessels," the government had not "issued any orders, specifications, or directives relating to safety procedures." *Latiolais v. Huntington Ingalls, Inc.*, 918 F.3d 406, 410 (5th Cir. 2019) (quoting

---

[7] *See also Bd. of Cnty. Comm'rs v. Suncor Energy (U.S.A.) Inc.*, 25 F.4th 1238, 1251-53 (10th Cir. 2022); *Moore v. Elec. Boat Corp.*, 25 F.4th 30, 35 (1st Cir. 2022); *Baker v. Atl. Richfield Co.*, 962 F.3d 937, 944 (7th Cir. 2020); *Latiolais v. Huntington Ingalls, Inc.*, 951 F.3d 286, 292 (5th Cir. 2020) (en banc); *Sawyer v. Foster Wheeler LLC*, 860 F.3d 249, 258 (4th Cir. 2017); *In re Commonwealth's Motion to Appoint Counsel Against or Directed to Def. Ass'n of Phila.*, 790 F.3d 457, 471-72 (3d Cir. 2015).

Latiolais v. Huntington Ingalls Inc., 2018 WL 2078607, at *3 (E.D. La. May 4, 2018)). On rehearing, however, the en banc court recognized that "[b]y the Removal Clarification Act, Congress broadened federal officer removal" to all suits "*connected* or *associated*[] with acts under color of federal office." *Latiolais*, 951 F.3d at 292. Under that less stringent standard, it was enough that the defendant's alleged negligence was "connected with" a federally directed act—i.e., the refurbishment of a naval vessel using asbestos. *Id.* at 296; *accord Sawyer*, 860 F.3d at 258.

In sum, by adding the words "relating to" to the statute in 2011, Congress ensured that the current version of §1442(a)(1) authorizes removal of lawsuits having "a connection with" an act under color of federal office, whether or not the suit is "specifically addressed to" acts performed under federal direction. *Morales*, 504 U.S. at 384-86. The statute does not require that the relevant federal directive specifically caused or explicitly mentioned the defendant's challenged conduct.

B. The Panel Majority Erred by Imposing a Contractual-Direction Requirement.

Despite acknowledging Congress' amendment of the federal-officer removal statute in 2011, Pet.App.17-18, the panel majority below resurrected "a version of the old, discarded, causal-nexus test." Pet.App.57 (Oldham, J., dissenting). Instead of assessing whether petitioners' challenged oil-production practices were "connected or associated" with petitioners' fulfillment of their federal contracts, the panel majority held that petitioners could not satisfy the test for removal "absent some federal

directive pertaining to [their] oil production activities." Pet.App.37-38; *see, e.g.*, Pet.App.33 ("[W]e ultimately conclude that these cases fall on the unrelated side of the line given the lack of any reference, let alone direction, pertaining to crude oil production in [petitioners'] federal contracts."); Pet.App.29 (requiring petitioners to show that their "oil production activities ... had a sufficient connection with *directives in their federal refinery contracts*" (emphasis added)).

According to the panel majority, §1442(a)(1) requires a removing defendant to show not just that its conduct was related to some act taken under federal direction (as the statute says), but that the federal government specifically limited the defendant's discretion with respect to that challenged conduct. For the panel majority, it was not enough that petitioners in fact used crude oil that they produced in the relevant Louisiana oil fields, through practices that respondents now claim were unlawful, to fulfill their federal contracts. The majority instead demanded a specific "contractual provision pertaining to oil production or directing [petitioners] to use only oil they produced." Pet.App.30; *see* Pet.App.31 (similar). And the majority accordingly concluded that petitioners could not satisfy §1442(a)(1) because petitioners' federal contracts by their terms gave petitioners "complete latitude to forego producing any crude and instead buy it on the open market." Pet.App.29-30 (alteration omitted).

None of that is consistent with the text of the amended statute. Before 2011, when removal was available only "for" actions under color of federal

authority and so required a causal nexus between the federal directive and the challenged conduct, demanding a specific direction or limitation on the defendant's conduct in the federal contract might have made sense. *See, e.g.*, *Faulk*, 48 F.Supp.2d at 663 (finding no "causal nexus" because "the federal government did not prevent [d]efendants from taking their own safety precautions" when using asbestos to fulfill federal contracts). But by adding the phrase "or relating to," Congress considerably broadened the statute. *See supra* pp.26-32. To establish that its challenged conduct "relat[es] to" acts that it performed under federal direction, a government contractor need not point to a contractual provision "specifically address[ing]" that conduct or limiting its discretion with respect to that conduct; it need only show that the challenged conduct (whether required or voluntary) was connected to or associated with fulfilling its federal contract. *See Morales*, 504 U.S. at 386. The panel majority erred by reading an explicit-contractual-direction requirement into the statute.

That demand for an explicit contractual directive not only defies the plain text of §1442(a)(1), but would improperly limit removal to situations where the defendant's actions were the only way to fulfill the federal contract, as opposed to actions that were useful or efficient in fulfilling the federal contract. That makes little sense and is ahistorical. Those who assist federal officers in discharging responsibilities that are nationally important but locally unpopular need a federal forum whether the assistance is indispensable or simply useful. The post-Civil War removal act "shield[ed] all who lawfully assist[ed]" a federal revenue-collection officer "in the performance of his

official duty," regardless of whether their assistance was mandatory or indispensable. *Davis v. South Carolina*, 107 U.S. 597, 600 (1883). Similarly, a private driver "acting as a chauffeur and helper" to four prohibition officials in taking down an illegal still "ha[d] the same right to the benefit of [a federal forum] as they," even though he could have stayed in the car. *Soper*, 270 U.S. at 30.

The panel majority compounded its error by limiting its search for a federal directive to the express language of the federal contracts themselves and declining to consider the broader regulatory background. According to the panel majority, because "compliance with federal regulations" is not *itself* "action taken under color of federal office," even specific regulatory directives have no role to play in determining whether the "relating to" element is met. Pet.App.24-25. Instead, the panel majority declared, courts should look solely to "the contents of the relevant federal contracts in determining whether the challenged conduct was 'connected or associated with' acts taken under color of federal office." Pet.App.25.

That analysis not only contradicts the statutory text, but also illustrates the folly of insisting on express direction in the contract itself. There may be any number of reasons that a federal contract omits specific directions and instead leaves some discretion to the federal contractor. In some cases, that grant of discretion will reflect the greater specialized expertise of the contractor that was the *raison d'etre* of the government contracting out an important federal responsibility in the first place. In other cases, the absence of specific *contractual* direction may simply

reflect the reality that specific *regulatory* directions obviate the need for largely redundant contractual verbiage, as was true of government's comprehensive petroleum-regulation regime during WWII. Either way, the lack of specific contractual direction does not indicate any diminished need for a federal forum. To the contrary, the panel majority's approach denies a federal forum when, as here, the federal role is pervasive and the need for a federal forum is especially pronounced.

To be sure, compliance with federal regulations *alone* does not suffice to show that a private party is "acting under" federal direction. *See, e.g.*, *Watson*, 551 U.S. at 153. Similarly, in a case where neither the contract nor regulations provide clear directions, a defendant may have difficulty satisfying the separate colorable-federal-defense prong. But none of that makes federal regulations irrelevant to whether the defendant's challenged conduct and the defendant's actions under federal direction are *related*. Indeed, the regulations may underscore the close relationship between the challenged conduct and the federal contract (and may explain why the contract has no need for detailed specifications).

Here, for example, the fact that the federal government not only required petitioners (by contract) to produce avgas, but also ensured (by regulation) that they would refine crude from the specific fields at issue and use production practices designed to maximize oil production, demonstrates the government's own recognition of the close connection between petitioners' challenged production practices and their federally directed refining activities. *See* Pet.App.54-

55 (Oldham, J., dissenting). Put simply, PAW's wartime regulation of oil production obviated the need for individual refining contracts to include more specific direction about where and how the necessary crude oil should be procured. The panel erred by refusing to consider that regulatory background in assessing the relationship between the challenged conduct and petitioners' acts under federal direction, and by instead insisting that federal-officer removal would only be available if petitioners could show an explicit contractual directive addressing their challenged conduct.

Finally, the panel majority's crabbed construction of §1442(a) ignores that, unlike the "acting under" prong, which applies only to non-government actors who assist federal officers, the "relating to" prong applies equally when the lawsuit targets federal officers themselves. If respondents had brought their suit against the federal government on the theory that the root cause for the vast expansion of crude production in Louisiana was the federal government's demand for unprecedented quantities of avgas, no one would say that the production and refinement were unrelated. Such a suit would be no more or less plausible than the suit actually brought against the private companies that helped satisfy the federal government's unprecedented wartime demand. To be sure, the federal government would enjoy sovereign immunity and have an undeniable claim to the protection of a federal forum in such a suit, which presumably explains why respondents targeted petitioners instead. But that simply highlights why Congress has long extended federal-officer removal to those who assist federal officers and the folly of an

interpretation of the "relating to" prong that would give less protection to those without a federal badge but with an equal claim to—and, if anything, a greater need for—a federal forum.

II. Petitioners Are Entitled To Remove These Cases Under §1442(a)(1).

Under the correct legal standard, these cases belong in federal court. Following the enactment of the Removal Clarification Act, a private party seeking removal under §1442(a)(1) must show that (1) it is a "person," (2) it was "acting under" a federal officer, (3) the suit is "for or relating to any act under color of such office," and (4) it has asserted a colorable federal defense. 28 U.S.C. §1442(a)(1); *see, e.g.*, *Latiolais*, 951 F.3d at 296.[8]

The panel majority below did not dispute three of those four elements. As the panel majority noted, respondents have long conceded that petitioners "are 'person[s]' within the meaning of §1442(a)(1)." Pet.App.13. Respondents likewise conceded at oral argument before the Fifth Circuit that petitioners were "acting under" the federal government in fulfilling their WWII-era contracts to supply the U.S. military with avgas,[9] and the panel unanimously agreed. Pet.App.16; *see* Pet.App.40 (Oldham, J., dissenting). Finally, petitioners have raised multiple

---

[8] The fourth element—a colorable federal defense—is not textually required but ensures a federal question to support federal-court jurisdiction. *See Mesa v. California*, 489 U.S. 121, 133-37 (1989).

[9] *See* Oral Argument at 23:10-26:30, *Plaquemines Par. v. BP Am. Prod. Co.*, Nos. 23-30294 & 23-30422 (5th Cir. 2024), https://perma.cc/HLH7-64ZQ.

federal defenses, including immunity, preemption, and due process, and respondents do not dispute that those defenses are colorable.[10] In fact, while the majority did not reach the issue, Pet.App.38, Judge Oldham correctly explained that petitioners' preemption defense "clearly" meets that standard, Pet.App.62-63.

The panel majority's decision to remand these cases to state court thus rested entirely on the "relating to" element of the federal-officer removal test. Pet.App.17; *see* Pet.App.18-38. That conclusion was wrong as a matter of law and should be reversed.

A. The Challenged Production of Crude Oil During WWII Was Closely Connected With Petitioners' Federally Directed Production of Avgas.

1. The "relating to" requirement is readily satisfied here. Petitioners' federal contracts compelled them to furnish the federal government with unprecedented quantities of avgas and other petroleum products needed to fight and win WWII. *See, e.g.*, Pet.App.151-53. To fulfill those contracts, the very first thing petitioners needed to do was to obtain unprecedented quantities of crude oil—the main, indispensable ingredient of avgas. Pet.App.28; *see* Pet.App.168 (contractual provision describing "crude oil" as "necessary" to "the manufacture … of aviation gasoline"). Petitioners undisputedly obtained

---

[10] *See* Appellants' Br.46-48, *Plaquemines Par. v. BP Am. Prod. Co.*, No. 23-30294 (5th Cir. June 26, 2023); Appellants' Br.43-44, *Par. of Cameron v. BP Am. Prod. Co.*, No. 23-30422 (5th Cir. Sept. 5, 2023).

a significant amount of the necessary crude by expanding their production in the Delta Duck Club, Grand Bay, and Black Bayou oil fields, Pet.App.9-10, 28, and respondents' claims challenge the lawfulness of petitioners' "oil production and exploration practices" in those fields, Pet.App.20. There is thus a clear connection between petitioners' challenged production activities in the three relevant oil fields during WWII, and petitioners' subsequent refining of that same crude into avgas for the federal government under federal direction.

Indeed, it is hard to imagine how a vertically integrated company's production of raw materials could not be related to its manufacture of the finished product—especially when the raw material at issue is the core component of the finished product, as is the case for crude oil and refined petroleum products. Even the panel majority was forced to concede that petitioners' federally directed "refinery activities" had "some relation" to the challenged oil production activities. Pet.App.28-29. But "some relation" is all that the text of §1442(a)(1) requires. *See Morales*, 504 U.S. at 383 (observing that "[t]he ordinary meaning" of "relating to" means "to stand in some relation"). Requiring instead a direct causal relationship or specific contractual direction not only adds non-existent words to the statute, but defies Congress' deliberate decision to broaden the statute in 2011.

Respondents' specific allegations only confirm that the challenged production practices were directly and integrally connected to petitioners' fulfillment of their federal contracts. Respondents claim, for example, that petitioners' WWII-era operations were

not "legally commenced," La. Rev. Stat. §49:214.34(C)(2), because (among other things) petitioners should have drilled their oil wells directionally rather than vertically. *See supra* p.14. Directional drilling, however, would have slowed the rate at which petitioners could extract crude oil. Pet.App.19-20; *see* JA19 (explaining that "[d]irectional drilling during the WW2 years was still in its infancy," "directional drilling tools and techniques were rudimentary," and directionally-drilled wells "at best required significantly more drilling time"). But the unprecedented quantity of oil that petitioners extracted, and the speed with which they extracted it, directly related to the U.S. military's unprecedented need for refined avgas to fuel the war effort. *See, e.g.*, Pet.App.46 (Oldham, J., dissenting) (noting that the federal government "required U.S. oil and gas companies 'to increase oil production *by more than 44,000,000 gallons a day*'" during WWII). As Judge Oldham observed, "[i]t is unclear how [petitioners] could have met their contractual obligations with the federal Government" without dramatically expanding their own production from the relevant fields. Pet.App.46; *see* Pet.App.54. Moreover, "[f]orgoing the challenged crude exploration and production practices would have hampered the federal interest in refined avgas explicitly outlined in the contracts." Pet.App.52. That is more than sufficient to show the necessary connection between petitioners' WWII-era federal contracts and petitioners' WWII-era oil production practices.

2. Petitioners' federal contracts themselves reinforced the connection between oil production and oil refining in multiple ways. First, each of those

contracts fixed the price that the federal government would pay for avgas based on the cost of producing crude oil and transporting it to refineries. *See, e.g.*, Pet.App.157-59; JA173-74. If the cost of crude went up, the government was contractually obligated to pay more for the refined avgas. Pet.App.157-59; JA174-76. The contracts likewise provided that the price of refined avgas could go up if the costs to petitioners "of transporting petroleum raw materials to [their] refineries" substantially increased, confirming the obvious connection between production and transportation of the raw material (crude) and manufacture of the finished product (avgas). Pet.App.159-60; JA175-76.

Second, each of the federal contracts at issue here provided that if any new taxes were imposed on the "production … of crude petroleum," the federal government itself would pay those increased taxes. *See, e.g.*, Pet.App.170; JA185-86. The contracts further provided that if petitioners were "required by [a] municipal" or "state" law to pay "any new or additional taxes" or other fees "by reason of the production[] ... [of] crude petroleum," the companies would be "entitled" to an "exemption" from those taxes "by virtue of [the purchasing agency's] governmental status." Pet.App.171; JA186. That is, petitioners' federal contracts expressly contemplated both that petitioners might be subject to state or local taxation based on their production of crude oil, and that they should be exempt from that state or local taxation precisely *because* they were producing the crude oil to fulfill their federal refining contracts—again underscoring the close connection between petitioners'

production activities and their refining activities under federal direction.

3. The broader context in which the challenged activities occurred further illustrates the same close connection between the refining required by federal contract and the production assailed as a violation of state law. As explained, the federal government established a wartime allocation program through which PAW assigned crude oil from particular fields to particular refineries based on various factors meant to optimize the production of products needed for the war effort. *See supra* pp.6-9; *accord* Pet.App.35. Through that program, PAW allocated crude from the fields at issue in this litigation to petitioners' avgas refineries, drawing a direct line from production to refining. In fact, PAW recommended and forecasted the number of barrels per day from the Black Bayou Field used at each of Shell's refineries. JA163-64. The government also "designated the three fields at issue here as 'Critical Fields Essential to the War Program,' in part because they produced crude oil that was particularly suited for making avgas." Pet.App.23 n.64. In short, the federal government itself contemporaneously recognized the connection between petitioners' production of crude oil in the relevant fields and petitioners' federally directed refining of that same crude into avgas.

PAW not only directed petitioners to use crude from the relevant oil fields, but also repeatedly granted petitioners regulatory exceptions to facilitate their use of that crude to make avgas. In November 1942, for example, the government granted Shell special permits allowing it to transport crude that it

produced in the Black Bayou Field to its refinery in Houston. JA163; *see Cameron* D.Ct.Dkt.113-109 at 26. Several months later, Shell obtained two exceptions that allowed it to deepen wells in the Black Bayou Field by explaining that it was using Black Bayou crude to make various avgas components in Houston. JA160-62. Similarly, in 1943, Gulf obtained exceptions allowing it to drill ten new wells in the Grand Bay Field. JA119. By granting these exceptions, PAW affirmed the clear link between petitioners' production practices and their fulfillment of their federal avgas contracts.

On top of all that, PAW's comprehensive wartime regulations effectively *required* petitioners to engage in some of the production practices that—80 years later—respondents now decry as not only imprudent, but verboten under subsequently enacted state law. *See* Pet.App.19-20. For example, respondents claim that petitioners should have used more steel storage tanks, rather than earthen pits, to better prevent leakage. Pet.App.21. But steel was nearly as vital to the war effort as avgas and so federal regulations strictly limited petitioners' use of steel. *See* JA43-44; 6 Fed. Reg. 5880, 5880 (Nov. 19, 1941) (directing "[a]ll persons in the petroleum industry" to "discontinue the use of steel, tin, and other metal containers, including but not limited to drums, cans, and tubes for petroleum or petroleum products to the greatest possible degree"). Respondents also claim that petitioners should have disposed of certain byproducts of oil production using "saltwater reinjection wells," *see* Pet.App.21, but that likewise would have required significant amounts of critical war materials and was thus prohibited by PAW regulations. *See* JA20-21; 8

Fed. Reg. 9066, 9066 (July 2, 1943). As those examples make clear, the primary reason that petitioners' federal refining contracts did not say more about petitioners' production practices was that they did not have to given the federal government's pervasive wartime regulation of the oil industry. Thus, far from showing that production and refining are "unrelated," *contra* Pet.App.33, the absence of further contractual direction just reflects the pervasive federal role (and the strength of petitioners' preemption defenses).

At the same time PAW was regulating the very production practices that respondents challenge, it was directly involved in negotiating petitioners' federal contracts for refined petroleum products. PAW determined "the price and technical details of avgas production and procurement" for those contracts, and negotiated the rest of the contracts together with DSC. *Exxon*, 2020 WL 5573048, at *11; *see PAW History* at 204. PAW's involvement in both negotiating refining contracts and regulating the production practices employed to fill those contracts further demonstrates the close link between petitioners' production and refining activities.

In sum, the undisputed fact that petitioners used crude they produced in the relevant fields to fulfill their federal contracts, the multiple contractual provisions linking oil production and oil refining, and the wartime regulations that controlled petitioners' production of crude using the challenged practices and ensured that they would refine the same crude that they had produced, together amply demonstrate the close and direct connection between petitioners'

challenged conduct and their actions under federal direction here. That close and direct connection easily satisfies the "relating to" element for federal-officer removal under §1442(a)(1), and makes removal proper in these cases.

B. The Panel Majority Erred in Holding Otherwise.

The panel majority's contrary conclusion—that petitioners' challenged oil-production activities were insufficiently related to their government-directed oil-refining activities to permit federal-officer removal—is untenable. The panel majority acknowledged that petitioners' challenged oil-production activities had "some relation" to their "refinement activities," because "crude oil is a necessary component of avgas." Pet.App.28-29. It nevertheless incorrectly held that relationship "insufficient" to satisfy the "relating to" element. Pet.App.29. As explained above, the panel majority was able to reach that conclusion only by demanding something the statutory text no longer requires—a "contractual provision pertaining to oil production," such as a provision "directing [petitioners] to use only oil they produced" or limiting petitioners' "latitude" to choose how to obtain the necessary crude. Pet.App.29-30. That was error. Under the amended version of the statute, "some relation" between the challenged conduct and the defendant's acts under federal direction suffices. *See supra* p.40 (quoting *Morales*, 504 U.S. at 383). Petitioners plainly met that standard here.

The panel majority nevertheless concluded that the connection between oil production and oil refining was too "attenuated" to satisfy §1442(a)(1), suggesting

that the connection here involved an impermissible "intermediary … link[]" because petitioners' federal contracts did not "require[] them to produce their own crude oil." Pet.App.30-31. As Judge Oldham cogently explained, that argument misses the mark. The statutory text requires only that the challenged conduct "relat[e] to" acts taken under federal direction, meaning that there must be a connection or association between the two—not that the connection must avoid any "intermediary … links." Pet.App.52 (quoting Pet.App.31). It is thus immaterial whether the relationship between petitioners' oil-production practices and their federally-directed oil-refining activities involves one link (as Judge Oldham maintained) or two (as the panel majority believed). *See* Pet.App.52-53. Either way, "they are connected," which is all the statute requires. Pet.App.53. The panel majority's suggestion that the connection here would be sufficient only if petitioners' federal contracts had "required them to produce their own crude oil," Pet.App.31, would simply reinstate the causal-nexus requirement that Congress eliminated in 2011.

The panel majority's approach appears to have been driven by its concern that applying the plain meaning of "relating to" would render that element of the statutory test "near[ly] limitless." *See* Pet.App.33. But when Congress deliberately broadens a statute by employing terms of established breadth, it is not the federal courts' job to narrow the statute. That is particularly true in a context where this Court has instructed the courts to interpret the statute liberally to ensure that parochialism does not undermine federal objectives. The panel majority's miserly

construction and jealous guarding of access to the federal courthouse employed the opposite approach. To be sure, federal jurisdiction is a scarce resource. But given a choice between a diversity case in which the defendant faces just over $75,000 in liability, and a case like this where defendants face billions of dollars in liability for doing the federal government's bidding during wartime, it is hard to argue that a federal forum is not more critical in the latter context. More to the point, Congress has made the judgment that both cases belong in federal court, which should end any judicial misgivings.

Regardless, the panel majority's concern is unfounded and ignores the work done by the other elements of the four-prong test for federal-officer removal. As Judge Oldham explained, the other elements of §1442(a)—including the "acting under" and "colorable federal defense" requirements—significantly limit the universe of removable cases. Pet.App.58-61. Those other elements are plainly satisfied here, and, given the close relationship between petitioners' production of crude and their refining of that same crude into avgas, *see supra* pp.39-46, these cases come nowhere near testing whether a "tenuous connection" between the challenged conduct and acts taken under federal direction should suffice. *Contra* Pet.App.31.

Finally, the panel majority badly misapprehended the nature and import of PAW's pervasive regulation of oil production. At the outset, the panel majority's assertion that there was only "minimal [federal] regulation of crude oil production during World War II," Pet.App.25, is flatly at odds with the historical

record. In reality, as explained above, PAW imposed all manner of limitations on wartime production of crude, including severe limitations on the use of critical war materials that effectively prohibited many of the specific practices that respondents now say petitioners should have employed. *See supra* pp.44-45; JA16-23. Those pervasive regulations may not suffice to provide a basis for removal on their own, but they affirmatively demonstrate the close connection between the challenged conduct and acts performed under federal direction.

The panel majority's assertion that there are no "extra-contractual sources … connect[ing]" PAW's regulation of crude to petitioners' fulfillment of their avgas contracts, Pet.App.25, likewise blinks reality. As detailed above, PAW specifically authorized petitioners to refine their own crude and to engage in production-related practices that facilitated their production of avgas. *See supra* pp.6-9. More to the point, PAW actively regulated both refining and production, and its regulations would have foreclosed many of the alternative production methods respondents claim were mandated by state law. Thus, when defendants are sued for production activities that were necessary to fulfill federal contracts and comply with PAW regulations, they are being sued for conduct that was the only practical way to fulfill federal contracts during wartime. The panel majority accordingly erred in deeming PAW's governing regulatory actions somehow irrelevant. *See* Pet.App.23-26.

Moreover, in suggesting that the federal government's wartime crude allocation program

affirmatively *undermined* the connection between oil production and refining, and "severed any connection between [petitioners'] production and refinement activities," Pet.App.36, the panel majority got matters exactly backwards. The federal government regulated production of crude precisely because it understood that production of crude provided the critical raw material for the avgas and other refined petroleum products that the U.S. military desperately needed to win the war. Its allocation effort did not somehow "sever[]" the close connection between production and refining; it *confirms* it. *Contra* Pet.App.36. Indeed, it makes particularly little sense to suggest that the "link[]" between a defendant's federally directed activities and its challenged conduct can be "severed" by *another federal directive*, even if that second federal directive is embodied in a regulation rather than a contractual provision. *Contra* Pet.App.30-31.

In any event, as Judge Oldham explained in dissent, "[r]equiring an unsevered causal chain takes us back to the old, now-discarded [causal-nexus] standard and ignores the expansiveness of the new 'relating to' language in §1442." Pet.App.54. In light of Congress' conscious decision to broaden the scope of federal-officer removal to reach not only suits "for" acts taken under federal direction, but also suits "relating to" such acts, the panel majority's focus on whether PAW's crude-allocation program somehow affected the causal chain leading to the challenged production practices was entirely misplaced. Instead, that program simply underscores that the federal government itself understood the close connection between production and refining, which is likewise manifest in petitioners' federal contracts themselves.

* * *

Congress' 2011 amendment of the federal-officer removal statute significantly expanded its scope. Under the amended statute, a federal contractor seeking removal need not show that the government specifically directed or caused it to engage in the conduct for which it was subsequently sued, but only that the challenged conduct is *connected to* an act performed under federal direction. That standard is readily satisfied here. Respondents allege that petitioners unlawfully extracted crude oil in certain Louisiana fields during WWII, and petitioners undisputedly used that very crude as the primary ingredient in avgas that they refined to fulfill WWII-era contracts with the federal government. The amended federal-officer removal statute thus protects petitioners from being forced to litigate federal defenses regarding their fulfillment of federal contracts in potentially hostile state courts. This Court should reverse the decision below and hold that these cases belong in federal court.

CONCLUSION

This Court should reverse the judgment below.

Respectfully submitted,

MARTIN A. STERN
JEFFREY E. RICHARDSON
ALEXANDRA LAMB
ADAMS & REESE, LLP
701 Poydras Street,
Suite 4500
New Orleans, LA 71039

ROBERT B. MCNEAL
KELLY B. BECKER
LISKOW & LEWIS
Hancock Whitney Center
701 Poydras Street,
Suite 5000
New Orleans, LA 70139

JAMIE D. RHYMES
LISKOW & LEWIS
1200 Camellia Blvd.,
Suite 300
Lafayette, LA 70508

PAUL D. CLEMENT
Counsel of Record
C. HARKER RHODES IV
JOSEPH J. DEMOTT
CLEMENT & MURPHY, PLLC
706 Duke Street
Alexandria, VA 22314
(202) 742-8900
paul.clement@clementmurphy.com

JENNIFER J. CLARK
SIDLEY AUSTIN LLP
1501 K Street, NW
Washington, DC 20005

ALEXANDRA WHITE
ERIC J. MAYER
SUSMAN GODFREY LLP
1000 Louisiana Street,
Suite 5100
Houston, TX 77002

KANNON K. SHANMUGAM
WILLIAM T. MARKS
PAUL, WEISS, RIFKIND WHARTON & GARRISON LLP
2001 K Street, N.W.
Washington, DC 20006

Counsel for Exxon Mobil Corporation

CHARLES S. MCCOWAN III
PAMELA R. MASCARI
KEAN MILLER LLP
II City Plaza
400 Convention St., Suite 700
P.O. Box 3513 (70821)
Baton Rouge, LA 70801

MICHAEL R. PHILLIPS
CLAIRE E. JUNEAU
KEAN MILLER LLP
909 Poydras Street, Suite 3600
New Orleans, LA 70112

Counsel for Chevron U.S.A. Inc., Chevron U.S.A. Holdings Inc., Chevron Pipe Line Company, and The Texas Company

Counsel for Petitioners

September 4, 2025