

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

**GEORGE BARISICH, individually and on behalf of all
others similarly situated, and
UNITED COMMERCIAL FISHERMAN'S
ASSOCIATION, INC., individually and on behalf of all
others similarly situated,**

Plaintiffs

Versus

**BP, P.L.C.; BP AMERICAN PRODUCTION
COMPANY; BP EXPLORATION & PRODUCTION
INC.; TRANSOCEAN, LTD.; TRANSOCEAN
HOLDINGS, INC.; TRANSOCEAN OFFSHORE
DEEPWATER DRILLING, INC.; TRANSOCEAN
DEEPWATER, INC.; ANADARKO E&P COMPANY
LP; ANADARKO PETROLEUM CORPORATION;
MOEX OFFSHORE 2007 LLC; CAMERON
INTERNATIONAL CORPORATION;
HALLIBURTON ENERGY SERVICES, INC.; and
HALLIBURTON COMPANY**

Defendants

Magistrate:

Civil Action Number:

Section:

Jury Demand

CLASS ACTION COMPLAINT

NOW INTO COURT, through undersigned counsel, come George Barisich and United Commercial Fisherman's Association, Inc., Plaintiffs, individually and on behalf of all others similarly situated, whose Class Action Complaint respectfully avers as follows:

Parties

1.

Plaintiffs appearing herein are:

a) George Barisich, a natural person of the full age of majority domiciled in, and a citizen of, the State of Louisiana, Parish of St. Bernard, individually, and on behalf of all others similarly situated in the State of Louisiana constituting the class he seeks to have certified pursuant to Rule 23 of the Federal Rules of Civil Procedure; and

b) United Commercial Fisherman's Association, Inc., a non-profit corporation organized under the laws of the State of Louisiana and with its principal place of business in the State of Louisiana, individually, and on behalf of all others similarly situated in the State of Louisiana constituting the class it seeks to have certified pursuant to Rule 23 of the Federal Rules of Civil Procedure.

2.

Made defendants herein are:

a) BP, p.l.c., a foreign corporation doing business in the State of Louisiana and within this district;

b) BP American Production Company, a foreign corporation doing business in the State of Louisiana and within this district;

c) BP Exploration & Production Inc., a foreign corporation doing business in the State of Louisiana and within this district;

d) Transocean, Ltd., a foreign corporation doing business in the State of Louisiana and within this district;

- e) Transocean Holdings, Inc., a foreign corporation doing business in the State of Louisiana and within this district;
 - f) Transocean Offshore Deepwater Drilling, Inc., a foreign corporation doing business in the State of Louisiana and within this district;
 - g) Transocean Deepwater, Inc., a foreign corporation doing business in the State of Louisiana and within this district;
 - h) Anadarko E&P Company LP, a foreign corporation doing business in the State of Louisiana and within this district;
 - i) Anadarko Petroleum Corporation, a foreign corporation doing business in the State of Louisiana and within this district;
 - j) MOEX Offshore 2007 LLC, a foreign corporation doing business in the State of Louisiana and within this district;
 - k) Cameron International Corporation, a foreign corporation doing business in the State of Louisiana and within this district;
 - l) Halliburton Energy Services, Inc., a foreign corporation doing business in the State of Louisiana and within this district; and
 - m) Halliburton Company, a foreign corporation doing business in the State of Louisiana and within this district
- (collectively “Defendants”).

Jurisdiction and Venue

3.

This Honorable Court has subject matter jurisdiction pursuant to federal admiralty and maritime jurisdiction and pursuant to 28 U.S.C. § 1332 in that it is a civil action between citizens

of different states where the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs. This Honorable Court may also exercise jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2), because the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action brought by citizens of a State that is different from the State where at least one of the Defendants is incorporated or does business.

4.

Venue is proper in this District as it is where the conduct complained of herein occurred and is also where the injury occurred.

Factual Allegations

5.

Transocean, Ltd., Transocean Holdings, Inc., Transocean Offshore Deepwater Drilling, Inc. and/or Transocean Deepwater, Inc. (collectively “Transocean”) is the owner and/or operator of the DEEPWATER HORIZON, a semi-submersible mobile drilling rig, which was performing drilling and completion operations for BP, p.l.c., BP American Production Company, and BP Exploration & Production Inc. (collectively “BP”) on the Outer Continental Shelf, at the site from which the oil spill now originates, on April 20, 2010.

6.

BP, Anadarko E&P Company LP, Anadarko Petroleum Corporation, and MOEX Offshore 2007 LLC (collectively, “Lessee Defendants”) are the owners of a lease granted by the Minerals Management Service that allows the Lessee Defendants to drill for oil and perform oil-production-related operations at the site of the oil spill and, on April 20, 2010, operated the oil well that is the source of the oil spill. BP is the designated operator of the lease. The Lessee

Defendants are jointly and solidarily responsible for all activities of the DEEPWATER HORIZON and for all damages and relief requested herein.

7.

The DEEPWATER HORIZON was a semi-submersible oil drilling rig owned by defendant Transocean and operated by defendant BP approximately 50 miles southeast of Venice, Louisiana in the Gulf of Mexico. At approximately 10 p.m. on April 20, 2010, while the vessel, DEEPWATER HORIZON, was performing drilling and completion operations for crude oil off the coast of Louisiana, an explosion occurred on the vessel, causing its crewmembers to be thrown overboard and killing at least 11 crewmembers aboard the vessel. The explosion and subsequent fire caused such significant damage to the floating rig structure that it subsequently sank in approximately 5,000 feet of water.

8.

Cameron International Corporation (“Cameron”) manufactured the blowout-preventers (“BOPs”) for the DEEPWATER HORIZON that failed to prevent the explosion that caused the oil spill. The BOPs were defective in that they were unreasonably dangerous in their manufacture, design, and/or composition, failed to comply with an express warranty, and/or failed to contain adequate warnings and instructions.

9.

Halliburton Energy Services, Inc. and Halliburton Company (collectively “Halliburton”) were conducting the cementing operations on the DEEPWATER HORIZON at the time of the explosion that led to the oil spill. Upon information and belief, the cementing operations were conducted negligently, allowing highly combustible gas to escape from the well and ignite.

Problems with cementing operations were identified as factors in 18 of 39 well blowouts in the Gulf of Mexico from 1992 to 2006.

10.

When the floating rig sank, it caused the well to release, leak and/or discharge oil directly into the Gulf of Mexico. The well continues to leak and/or discharge at least 210,000 gallons of oil into the Gulf of Mexico on a daily basis.

11.

The oil that is being released is an extremely hazardous and/or toxic substance that poses a significant risk to the wetlands and marine life in the Louisiana Coastal Zone. A large and expanding mass of oil continues to spread to the Louisiana coastline every day and threatens the nation's largest remaining wetland areas and vulnerable habitats for fish, oysters, crabs, shrimp, birds and other precious wildlife.

12.

Plaintiff George Barisich, along with the class he seeks to represent, is a commercial fisherman, crabber, oyster fisherman, oyster lease holder, and shrimper, who depends upon a pristine marine environment to earn a living. George Barisich, along with the class he seeks to represent, also uses, enjoys, and derives aesthetic benefit from Louisiana's waters and wetland areas and the wildlife dependent upon them, that are now threatened by the oil spill. George Barisich, along with the class he seeks to represent, has been prevented from engaging in his commercial fishing operations as a result of the toxic effects of the discharged oil on the flora and fauna of the Louisiana Coastal Zone and the surrounding waters and wetlands. Further, pursuant to La. R.S. § 56:423, George Barisich, along with the class he seeks to represent, has

the right to maintain an action for damages against Defendants for causing wrongful or negligent injury or damage to the beds or grounds to which he has an oyster lease.

13.

Plaintiff United Commercial Fisherman's Association, Inc. ("UCFA") is a non-profit organization whose mission is protecting and promoting the Louisiana commercial fishing industry, which includes the creation and maintenance of a healthy environment for commercial fishing in the State of Louisiana. UCFA's membership is composed of approximately two hundred fifty (250) commercial fishermen, including shrimpers, oyster fishermen, crabbers, and fin fishermen, who depend upon a pristine marine environment in Louisiana's Coastal Zone for their livelihood. UCFA's members also use, enjoy, and derive aesthetic benefit from Louisiana's waters and wetland areas and the wildlife dependent upon them, which are now threatened by the oil spill. UCFA and the class it seeks to represent have an interest in this pending action to enforce the rights of UCFA's members to have a pristine marine environment for their livelihood, including oyster lease areas, and to use, enjoy, and derive aesthetic benefit from Louisiana's waters and wetland areas and the wildlife dependent upon them.

Class Action Allegations

14.

This action is appropriate for determination through the Federal Class Action Procedure (Fed. R. Civ. P. 23, et seq.), and the proposed Class Representative(s) herein seek to represent the following proposed Class:

All Louisiana citizens who fish commercially (including, but not limited to, fin fishing, shrimping, crabbing, and oyster harvesting) in Louisiana's Coastal Zone, as that term is defined in 43 U.S.C. § 1331(e), and in the Gulf of Mexico off the

coast of Louisiana and all Louisiana citizens who use, enjoy, and derive aesthetic benefit from the waters and wetland areas of Louisiana's Coastal Zone, as that term is defined in 43 U.S.C. § 1331(e), and the Gulf of Mexico off the coast of Louisiana.

15.

The proposed Class is so numerous that joinder is impracticable. The disposition of the claims asserted herein through this class action is the most efficient means of handling these claims and the best way to ensure the interest of the Class Members are preserved and will also benefit the Court.

16.

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

- a) Whether Defendants negligently maintained and/or operated the DEEPWATER HORIZON;
- b) Whether Defendants caused and/or contributed to the explosion and resulting continuous oil spill from the Deepwater Horizon;
- c) Whether Defendants negligently failed to take reasonable measures to contain the oil spill;
- d) Whether Defendants collectively and/or individually owed a duty to the Class Representatives and the Class they seek to represent to maintain the drilling rig and/or to conduct drilling operation in a prudent manner so as to prevent the release and/or leak of oil into the surrounding waters.

e) Whether Defendants breached their respective duties owed to the representative plaintiffs and the Class they seek to represent;

f) Whether Defendants were negligent and whether such negligence was a proximate cause of the damages sustained by the Class;

g) Whether Defendants were grossly negligent and whether such gross negligence was a proximate cause of the damages sustained by the Class;

h) Whether Defendants violated any applicable federal safety, construction, or operating regulation;

i) Whether Defendants knew or should have known that their activities would have caused damage to the Class; and

j) Whether Defendants (or any of them) are strictly liable or at fault and whether their actions are a proximate cause for the damages complained of herein.

17.

Defendants engaged in a common course of conduct that did not vary from plaintiff to plaintiff, ensuring that common questions of law and fact predominate over questions regarding individual damages and causation, as proof as to one constitutes proof as to all. A class action is superior to other methods of adjudicating these claims because it is more efficient and economical and will enable the court to manage the litigation more effectively, to continue to monitor the oil that is being released on a daily basis and to monitor and address the damages caused thereby.

18.

Class Representatives and the Class Members have suffered similar harm as a result of Defendants' actions and/or inaction.

19.

Class Representatives will fairly and adequately represent and protect the interests of the Members of the Class because their interests do not conflict with the interests of the Class Members they seek to represent, and said Class Representatives know and are prepared to undertake representation of the interests of the entire class. Class Representatives have no claims antagonistic to those of the Class. Class Representatives have retained counsel who are experienced in complex class actions, mass joinder, maritime, and/or environmental litigation.

20.

A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual litigation of the claims of all Class Members is impracticable as there are believed to be thousands of similarly situated individuals and entities who sustained damages that were proximately caused by the negligence, fault, gross negligence, willful misconduct, or other actions of one or more of the Defendants. Even if every Class Member could afford the cost of individual litigation, the judicial system could not. It would be unduly burdensome to this Court in which individual litigation of thousands of cases would proceed. Individual litigation presents a potential for inconsistent or contradictory judgments, the prospect of a race for the courthouse and an inequitable allocation of recovery among those with equally meritorious claims. Individual litigation increases the expense and delay to all parties and the court system in resolving the legal and factual issues common to all claims related to the Defendants conduct alleged herein. By contrast, a class action presents far fewer management difficulties and provides the benefit of a single adjudication, economies of scale, and comprehensive supervision by a single court.

The various claims asserted in this action are also certifiable under the provisions of Rules 23(b)(1), 23(b)(2), and/or 23(b)(3) of the Federal Rules of Civil Procedure because:

- a) The prosecution of separate actions by thousands of individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members, thus establishing incompatible standards of conduct for Defendants;
- b) The prosecution of separate actions by individual Class Members would also create the risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of the other Class Members who are not parties to such adjudications and would substantially impair or impede their ability to protect their interests;
- c) The Defendants opposing the class have acted or refused to act on grounds that apply generally to the class so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole; and
- d) The questions of law or fact common to the Members of the Class predominate over any questions affecting only individual Members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Causes of Action

FIRST CAUSE OF ACTION (NEGLIGENCE AND GROSS NEGLIGENCE)

22.

The Defendants owed a duty to Plaintiffs and the Class Members to refrain from action that causes damage to the natural resources, wetlands, waters, commercial fisheries, and wildlife of Louisiana that Plaintiffs use, enjoy, and from which Plaintiffs derive economic and aesthetic benefits. The Defendants further owed a duty to Plaintiffs and the Class Members to refrain from action that causes damage to the natural resources, waters, and wetlands necessary for commercial fishing, shrimping, and oyster harvesting in Louisiana's Coastal Zone and the Gulf of Mexico off the coast of Louisiana.

23.

The incidents described above that caused damage to Plaintiffs and the Class Members were a proximate result of the negligence, fault, gross negligence, and/or willful misconduct of Defendants through their agents, servants and employees, which are more particularly described as follows:

- a) Failing to operate the DEEPWATER HORIZON in a safe manner;
- b) Operating the DEEPWATER HORIZON in such a manner that a fire and explosion occurred onboard, causing it to sink and resulting in an oil spill;
- c) Failing to properly inspect the DEEPWATER HORIZON to assure that its equipment and personnel were fit for their intended purpose;
- d) Failing to promulgate, implement and enforce rules and regulations pertaining to the safe operations of the DEEPWATER HORIZON, which, if they had been promulgated, implemented and enforced, would have averted the fire, explosion, sinking and oil spill;

e) Failing to adhere to applicable safety, construction, and/or operating regulations, including, but not limited to, regulations designed to prevent the fire, explosion, and discharge of oil;

f) Failing to properly design and/or engineer the well;

g) Failing to take appropriate action to avoid or mitigate the accident;

h) Negligent implementation of policies and procedures to safely conduct offshore operations in the Gulf of Mexico;

i) Failing to properly train their employees;

j) Failing to ascertain that the DEEPWATER HORIZON and its equipment were free from defects and/or in proper working order;

k) Failing to timely warn;

l) Failing to provide all reasonable cooperation and assistance requested by the responsible officials in connection with the clean-up and removal activities;

m) Failing to timely bring the oil release under control, to prevent the spill from migrating onshore, and to protect oyster and fishing habitat from the intrusion of oil;

n) Failing to provide appropriate accident prevent equipment;

o) Providing BOPs that did not work properly;

p) Failing to ensure that BOPs would work as intended;

q) Failing to test the BOPs to ensure that they would operate properly;

r) Failing to conduct well cementing operations properly;

s) Failing to employ alternative cementing operations in light of known problems with the actual cementing operations employed; and

t) Other acts of negligence which will be shown more fully at trial.

24.

Defendants were aware at all times relevant hereto that their operations and the acts and/or omissions described above created an unreasonable risk of harm and knew that catastrophic environmental destruction and economic loss would occur if the well being serviced by the DEEPWATER HORIZON were to blow out. Defendants were indifferent to this risk of harm. Defendants intentionally failed to perform the duties owed to Plaintiffs in reckless disregard of the consequences their actions and/or omissions would have on Plaintiffs. Moreover, Defendants acted intentionally with knowledge that their acts would probably result in injury or in such a way as to allow an inference of a reckless disregard of the probable consequences of their acts. Therefore, Defendants are also liable to Plaintiffs for gross negligence and/or willful misconduct. The oil spill that is damaging Louisiana's Coastal Zone and the Gulf of Mexico off the coast of Louisiana was proximately caused by Defendants' gross negligence and/or willful misconduct.

25.

Further, upon information and belief, the oil spill was proximately caused by the Defendants' violation of applicable federal safety, construction, or operating regulations and/or by violations of such regulations by an agent or employee of the Defendants and/or a person acting pursuant to a contractual relationship with Defendants.

26.

As a direct and proximate result of the Defendants' acts and/or omissions set forth above, the natural resources, water, wetlands, commercial fisheries, and wildlife of coastal Louisiana and the Gulf of Mexico off the coast of Louisiana have been, and will continue to be, damaged by the intrusion of oil into Louisiana's Coastal Zone and the Gulf of Mexico. As a result,

Plaintiffs and the Class Members have suffered a loss of their right to use, enjoy, and derive economic and aesthetic benefits from the natural resources, wetlands, waters, commercial fisheries, and wildlife of Louisiana. Further, Plaintiffs and the Class Members have suffered a loss of their right and ability to fish, shrimp, and harvest oysters commercially. Plaintiffs and the Class Members will continue to be prevented from engaging in their commercial fishing operations as a result of the toxic effects of the discharged oil on the flora and fauna of the Louisiana Coastal Zone, the surrounding waters and wetlands, and Gulf of Mexico. As a direct and proximate result of the Defendants' negligence, Plaintiffs and the Class Members have suffered and will continue to suffer loss of income, other economic loss, and emotional distress. The Defendants are liable jointly and solidarily for Plaintiffs' damages resulting from Defendants' negligence.

27.

As a result of Defendants' negligence, Plaintiffs and the Class Members are entitled to declaratory and injunctive relief as follows:

- a) Compensatory damages in an amount to be determined at trial but at least in an amount in excess of \$5,000,000.00;
- b) Declaratory judgment that Defendants are responsible for all damage to Louisiana's wetland areas and waters caused by Defendants' act and/or omissions;
- c) An injunction requiring removal of all oil from, and restoration of, Louisiana's wetland areas and waters resulting from Defendants' acts and/or omissions;
- d) An injunction requiring comprehensive monitoring and testing of the wetland areas and waters of Louisiana that were impacted by oil as a result of Defendants' acts and/or omissions;

e) An injunction requiring a long-term abatement strategy and implementation to ensure recovery of Louisiana's wetland areas and waters that were impacted by oil as a result of Defendants' acts and/or omissions;

f) An injunction requiring re-seeding of all oyster habitats in Louisiana's Coastal Zone that were impacted by oil as a result of Defendants' acts and/or omissions; and

g) An injunction requiring Defendants to take necessary measures to protect oyster beds and fishing grounds in Louisiana's Coastal Zone and the Gulf of Mexico off the coast of Louisiana from the encroachment of oil that is threatening such areas as a result of Defendants' acts and/or omissions.

SECOND CAUSE OF ACTION (BREACH OF CONTRACT)

28.

The lease (and other agreements) granted by the Minerals Management Service to Defendants BP Exploration & Production Inc., Anadarko E&P Company LP, Anadarko Petroleum Corporation, and MOEX Offshore 2007 LLC ("Lessee Defendants") contain implied and/or express provisions that (1) make the Lessee Defendants responsible for all oil spill removal costs and damages that occur during the term of the lease and (2) require the Lessee Defendants to maintain all operations within the leased area in compliance with regulations or orders intended to protect persons, property, and the environment on the Outer Continental Shelf, including Plaintiffs and the Class Members. Plaintiffs and the Class Members are, therefore, third-party beneficiaries to these lease provisions pursuant to La. Civil Code art. 1978.

29.

The oil spill occurred while the Lessee Defendants and/or entities under their control were performing drilling operations pursuant to their lease granted by the Minerals Management Service.

30.

The Lessee Defendants failed to maintain their operations in compliance with regulations and orders intended to protect persons, property, and the environment on the Outer Continental Shelf and are liable for all oil-spill removal costs and damages that have resulted.

31.

As a direct and proximate result of the Defendants' breach of lease, the natural resources, water, wetlands, commercial fisheries, and wildlife of coastal Louisiana and the Gulf of Mexico off the coast of Louisiana have been, and will continue to be, damaged by the intrusion of oil into Louisiana's Coastal Zone and the Gulf of Mexico. As a result, Plaintiffs and the Class Members have suffered a loss of their right to use, enjoy, and derive economic and aesthetic benefits from the natural resources, wetlands, waters, commercial fisheries, and wildlife of Louisiana. Further, Plaintiffs and the Class Members have suffered a loss of their right and ability to fish, shrimp, and harvest oysters commercially. Plaintiffs and the Class Members will continue to be prevented from engaging in their commercial fishing operations as a result of the toxic effects of the discharged oil on the flora and fauna of the Louisiana Coastal Zone, the surrounding waters and wetlands, and Gulf of Mexico. As a direct and proximate result of the Defendants' breach of lease, Plaintiffs and the Class Members have suffered and will continue to suffer loss of income, other economic loss, and emotional distress. The Defendants are liable jointly and solidarily for Plaintiffs' damages resulting from Defendants' breach of lease.

As third-party beneficiaries, Plaintiffs and the Class Members are therefore entitled to:

- a) Compensatory damages in an amount to be determined at trial but at least in an amount in excess of \$5,000,000.00;
- b) Declaratory judgment that Defendants are responsible for all damage to Louisiana's wetland areas and waters caused by Defendants' breach of the lease;
- c) An injunction requiring removal of all oil from, and restoration of, Louisiana's wetland areas and waters resulting from Defendants' breach of the lease;
- d) An injunction requiring comprehensive monitoring and testing of the air, wetland areas and waters of Louisiana that were impacted by oil as a result of Defendants' breach of the lease;
- e) An injunction requiring a long-term abatement strategy and implementation to ensure recovery of Louisiana's wetland areas and waters that were impacted by oil as a result of Defendants' breach of the lease;
- f) An injunction requiring re-seeding of all oyster habitats in Louisiana's Coastal Zone that were impacted by oil as a result of Defendants' breach of the lease; and
- g) An injunction requiring Defendants to take necessary measures to protect oyster beds and fishing grounds in Louisiana's Coastal Zone and the Gulf of Mexico off the coast of Louisiana from the encroachment of oil that is threatening such areas as a result of Defendants' breach of the lease.

THIRD CAUSE OF ACTION (PUBLIC NUISANCE)

33.

Defendants have created a public nuisance through the discharge of oil into the Gulf of Mexico by unreasonably interfering with the use by the public of a public place and public waters and have endangered or injured the property of a considerable number of persons in the State of Louisiana. Plaintiffs and the Class Members, as commercial fishermen, have suffered harm of a kind different from that suffered by other members of the public exercising the right common to the general public that was the subject of the interference. Defendants are jointly and solidarily liable to Plaintiffs and the Class Members for creating a public nuisance and the resulting harm and are therefore liable for compensatory damages, declaratory judgment, and injunctive relief.

FOURTH CAUSE OF ACTION (PRODUCTS LIABILITY)

34.

The BOPs that were in place at the DEEPWATER HORIZON were manufactured by Cameron and deviated in material ways from the manufacturer's specifications such that they were unreasonably dangerous in construction and composition.

35.

Cameron is therefore liable unto Plaintiffs and the Class Members for all of their damages, including compensatory damages, declaratory judgment and injunctive relief.

36.

The BOPs manufactured by Cameron that were in place at the DEEPWATER HORIZON were unreasonably dangerous in design at the time they left Cameron's control. There existed alternative designs for the BOPs that would have prevented the explosion and Plaintiffs' resulting damages, but which were not used by Cameron even though using the alternative designs would have outweighed Cameron's burden of adopting such alternative designs.

37.

Cameron is therefore liable unto Plaintiffs and the Class Members for all of their damages, including compensatory damages, declaratory judgment and injunctive relief.

38.

The BOPs manufactured by Cameron that were in place at the DEEPWATER HORIZON were unreasonably dangerous because Cameron failed to provide adequate warnings.

39.

Cameron is therefore liable unto Plaintiffs and the Class Members for all of their damages, including compensatory damages, declaratory judgment, and injunctive relief.

40.

The BOPs manufactured by Cameron that were in place at the DEEPWATER HORIZON were unreasonably dangerous because the BOPs failed to comply with an express warranty because the express warranty induced the claimant the other Defendants to use the product and Plaintiffs' and the Class Members' damages were proximately caused because the express warranty was untrue.

41.

Cameron is therefore liable unto Plaintiffs and the Class Members for all of their damages, including compensatory damages, declaratory judgment, and injunctive relief.

42.

Plaintiffs request and are entitled to a trial by jury on all matters pleaded herein.

WHEREFORE, Plaintiffs George Barisich and United Commercial Fisherman's Association, Inc. pray that the Defendants BP, p.l.c., BP American Production Company, BP Exploration & Production Inc., Transocean, Ltd., Transocean Holdings, Inc., Transocean Offshore Deepwater Drilling, Inc., Transocean Deepwater, Inc., Anadarko E&P Company LP, Anadarko Petroleum Corporation, MOEX Offshore 2007 LLC, Cameron International Company, Halliburton Energy Services, Inc., and Halliburton Company be duly cited and served with a copy of the Complaint, and that after due proceedings are had there be judgment rendered herein in favor of the Plaintiffs and against Defendants, jointly and solidarily, for:

- a) Compensatory damages in an amount to be determined at trial but at least in an amount in excess of \$5,000,000.00;
- b) Declaratory judgment that Defendants are responsible for all damage to Louisiana's wetland areas and waters arising from the oil spill;
- c) An injunction requiring removal of all oil from, and restoration of, Louisiana's wetland areas and waters resulting from the oil spill;
- d) An injunction requiring comprehensive monitoring and testing of the air, wetland areas and waters of Louisiana that were impacted by oil as a result of the oil spill;

- e) An injunction requiring a long-term abatement strategy and implementation to ensure recovery of Louisiana's wetland areas and waters that were impacted by oil as a result of the oil spill;
- f) An injunction requiring re-seeding of all oyster habitats in Louisiana's Coastal Zone that were impacted by the oil spill;
- g) An injunction requiring Defendants to take necessary measures to protect oyster beds and fishing grounds in Louisiana's Coastal Zone and the Gulf of Mexico off the coast of Louisiana from oil that is threatening those areas as a result of the oil spill;
- h) All costs of this suit; and
- i) All other equitable relief, interest, and attorneys' fees as are just in this matter.

Dated: May 3, 2010.

Respectfully submitted,

/s/ James M. Garner

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