



Court C. VanTassell
cvantassell@liskow.com
D: 337.267.2380

August 5, 2025

HAND-DELIVERED

Honorable Richard M. Arceneaux
300 N. State St., Rm 106
Jennings, LA 70546-0799

Jefferson Davis C-050220
Filed Aug 05, 2025 3:06 PM A CIVIL
Chelsie Fontenot
Deputy Clerk of Court

Re: *Castex Development LLC v.*
Anadarko Petroleum Corp. et al.
31st JDC, Jefferson Davis Parish, Louisiana
Docket No. C-502-20

Dear Mr. Arceneaux:

My firm represents BP America Production Company "BP" in the above captioned lawsuit. On August 5, 2025, BP entered a Limited Admission of Environmental Damage Pursuant to La. R.S. 30:29 in the above captioned lawsuit. The Trial Court signed an order referring the matter to the Louisiana Department of Natural Resources, Office of Conservation for development of the most feasible plan as defined by La. R.S. 30:29. Pursuant to the Trial Court's order and in accordance with the requirements of the applicable rules and regulations of the Office of Conservation, BP hereby submits an electronic copy of BP's Site Investigation Report and Proposed Remediation Plan of the "environmental damage" as defined by La R.S. 30:29, technical data, and pertinent trial court documents. The attached thumb drive contains the following folders and files:

BP's PLAN

1. Site Investigation Report and Proposed Remediation Plan
2. Appendices:
 - A. Resumes
 - B. Figures
 - C. Tables
 - D. Geological Boring Logs
 - E. Laboratory Analytical Results
 - F. LDENR One (1) Mile Radius Water Well Survey, LDH Water System Results, and Survey Data
 - G. Historical Aerial Photographs
 - H. Site Photographs
 - I. ICON Expert Report
 - J. HET Field Notes
 - K. Data Package
 - L. Additional Expert Analysis by ERM
 - M. Additional Expert Analysis By Kueper
 - N. USGS Data



August 5, 2025

- O. Aquifer Test Data
- P. Root Zone Investigation Documentation
- Q. Concentration Maps
- R. Additional Expert Analysis by Frazier and Wilson
- S. Additional Expert Analysis by Ramboll
- T. RECAP Standards and Calculations
- U. Cost Estimates
- V. References
- 3. Attachments
 - 1. BP's Limited Admission
 - 2. List of All Parties

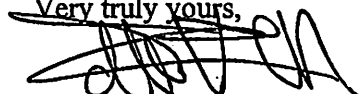
PERTINENT TRIAL COURT DOCUMENTS

- 1. Petition for Damages
- 2. First Supplemental and Amending Petition for Damages
- 3. Plaintiff's Second Supplemental and Amending Petition for Damages
- 4. Third Case Management Order

We ask that you file this letter and the attached thumb drive into the record of the above captioned lawsuit.

Please let us know if you have any questions.

Very truly yours,



Court C. VanTassell

CCV/dlh

encl.

cc: Honorable Craig Steve Gunnell (via e-mail only)
Jefferson Davis Parish Clerk of Court (via hand delivery)
Gavin Broussard, Environmental Division Director (via e-mail only)
Jamie Love, Petroleum Scientist Manager (via e-mail only)
Stephen Olivier, Petroleum Scientist Manager (via e-mail only)
Chris Delmar, Petroleum Scientist Supervisor (via e-mail only)

Counsel for Plaintiffs Castex Development LLC (via e-mail only)
David P. Bruchhaus, Esq./Chad E. Mudd, Esq./ M. Keith Prudhomme, Esq./
Matthew P. Keating, Esq.
Donald T. Carmouche, Esq./Victor L. Marcello, Esq./John H. Carmouche, Esq./
William R. Coenen, III, Esq./Brian T. Carmouche, Esq./Todd J. Wimberley, Esq./
Ross J. Donnes, Esq./D. Adele Owen, Esq./Leah C. Poole, Esq./

Caroline H. Martin, Esq./Christopher Martin, Esq./Michael L. Heaton, Esq.

Christoffer C. Friend, Esq./Meghan E. Smith, Esq./Philip Wood, Esq./
Rachel Scarafia, Esq./Marisa Del Turco, Esq./Justin J. Marocco, Esq.
Eric F. Jarrell, Esq./Michael J. Cerniglia, Esq./Marie O. Luis, Esq./
Patrick T. Isacks, Esq./ Kyle J. E. Koch, Esq.
Charles S. McCowan III, Esq.
Michael E. Parker, Esq./Andres Gomez, Esq./Meghan E. Trahan, Esq.
Lauren C. Heinen, Esq./Alexander J. Guinn, Esq.

Jefferson Davis C-050220
Filed Aug 05, 2025 3:10 PM A CIVIL
Chelsie Fontenot
Deputy Clerk of Court

31ST JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON DAVIS

STATE OF LOUISIANA

DOCKET NO. C-502-20

CASTEX DEVELOPMENT, LLC

VERSUS

ANADARKO PETROLEUM CORPORATION, ANADARKO US OFFSHORE, LLC,
BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS
COMPANY, CROWN CENTRAL, LLC, EXXONMOBIL OIL CORPORATION,
FREEPORT-MCMORAN, INC., and OCCIDENTAL ENERGY COMPANY, INC.

FILED: _____

DEPUTY CLERK OF COURT

BP AMERICA PRODUCTION COMPANY'S LIMITED ADMISSION

Pursuant to Louisiana Revised Statute 30:29 ("Act 312") and Louisiana Code of Civil Procedure Article 1563, BP America Production Company ("BP"), as successor to Midwest Oil Corporation ("Midwest") and Amoco Production Company ("Amoco"), makes this limited admission in the above-captioned case and states the following:

1. On August 7, 1954, Rosa Castex Boudreaux, Ozella McCain Johnson, Mark Boudreaux, Worrell B. Johnson, Beulah Blanche Bourdier, Albert Sidney Johnson, Castex M. Boudreaux, Grace Johnson Miller, James L. Boudreaux, Ogden W. Johnson, and Ora Johnson Miguez ("Johnson-Boudreaux Family") granted an Oil, Gas and Mineral Lease to Lyle Cummins ("1954 Mineral Lease") covering approximately 955.35 acres of farm land in the West Mermentau Oil and Gas Field in Jefferson Davis Parish, Louisiana ("Property").¹

2. The 1954 Mineral Lease granted by the Johnson-Boudreaux Family permitted oil and gas operators to drill, produce and own oil and gas, lay pipelines, construct and maintain tanks, roads, and other facilities on the Property necessary or convenient to produce, save, take care of, treat, store, transport, manufacture and dispose of any oil, gas, or salt water. The 1954 Mineral

¹ The Property is located in Sections 17 and Sections 17 and 18, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana and in Sections 13 and 36, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana. The 1954 Mineral Lease was not the first mineral lease on the Property. Between 1935 and 1945, the Johnson-Boudreaux Family and its predecessors granted four mineral leases under which four oil and gas wells were drilled. Since the 1930s, the Property has been used for oil and gas operations and farming activities.

Lease further granted operators the right to inject into the subsurface of the Property gas, water, brine (saltwater), and other fluids generated as a result of oil and gas production.

3. The 1954 Mineral Lease further contemplated that oil and gas operators would conduct their operations with due regard for farming activities conducted on the Property. Specifically, the 1954 Mineral Lease stated that “When required by Lessor [the Johnson Boudreaux Family], Lessee [the oil and gas operator] will bury pipelines below ordinary plow depth and pay damage caused by Lessee’s operations to growing crops, as well as damages to the land that may be directly affected by operations of Lessee due to saltwater, waste oil or the like, rendering the same unusable for its normal use as farm land...” In exchange for these rights and obligations, the Johnson-Boudreaux Family received royalty payments from the sale of oil and gas.

4. On January 19, 1961, BP’s predecessor, Midwest, acquired a partial interest in the 1954 Mineral Lease. Under the authority of the 1954 Mineral Lease, Midwest drilled and/or operated four wells at three locations on the Property from 1960 to 1974: the Johnson & Boudreaux SWD No. 1 (SN 76164), the Johnson-Boudreaux No. 1 (SN 82022), the Johnson & Boudreaux No. 2 (SN 82706), and the Johnson-Boudreaux No. 001-D (SN 139607)(collectively, the “Johnson-Boudreaux Well Sites”). The Johnson & Boudreaux No. 2 (SN 82706) was a dry hole plugged in 1963.

5. From 1960 to 1974, Midwest operated the Johnson-Boudreaux Well Sites in a reasonably prudent manner under the authority of the 1954 Mineral Lease and in accordance with applicable rules and regulations.

6. In 1963, the Inspection & Enforcement Division for the Office of Conservation, who is charged with policing oil and gas operators in Louisiana, praised Midwest’s operations on the Property, stating that Midwest’s production facilities “comply in every respect with the regulations set forth by the Statewide Orders of the Department of Conservation and we wish to take this opportunity to commend you for good operating practices.” The Inspection & Enforcement Division further reported that Midwest’s “housekeeping in this Field is excellent.”

7. Midwest also conducted its operations with due regard for the farming activities conducted on the Property as required by the 1954 Mineral Lease.

8. On August 31, 1961, Midwest compensated the Johnson-Boudreaux Family for "any and all damage whatsoever, including but not limited to; damages to the surface, fences, crops, timbers and any and all other damages of any kind in connection with the drilling of the Midwest Oil Corporation's #1 – Johnson Boudreaux and the Midwest Oil Corporation's #2 – Johnson Boudreaux wells." In exchange for this payment, the Johnson-Boudreaux Family agreed to "release and relinquish any and all claims against Midwest Oil Corporation, its successors, agents or employees by reason of any and all operations in connection with the drilling of the above mentioned wells." The Johnson-Boudreaux Family further agreed that the money paid to them by Midwest was "accepted as full payment of any obligation of liability on the part of Midwest to fill in, level or to otherwise improve, repair or work on the mu[d] pits or other excavations, levees or fills constructed in connection with the wells hereinabove mentioned or to do any other work or thing to restore the land to the condition which it was prior to the commencement of operations." Midwest also buried its pipelines on the Property as required by the 1954 Mineral Lease.

9. On August 6, 1974, BP's predecessor, Amoco, began operating the Johnson-Boudreaux Well Sites. Amoco operated the Johnson-Boudreaux Well Sites from 1974 to 1983. Like Midwest, Amoco operated the Johnson-Boudreaux Well Sites in a reasonably prudent manner under the authority of the 1954 Mineral Lease. The Office of Conservation reported in 1977 and 1978 that Amoco's operations in the West Mermentau Field "places them in compliance with the regulations set forth by Statewide Orders of the Office of Conservation."

10. Effective December 10, 1983, Amoco assigned its interests in the 1954 Mineral Lease and Johnson-Boudreaux Well Sites to another operator. The 1954 Mineral Lease thereafter expired by September 12, 1984.

11. During the course of their operations from 1960 to 1983, Midwest and Amoco prudently produced oil and gas for the mutual benefit of themselves and the Johnson-Boudreaux Family with due regard for the farming operations, all in accordance with the 1954 Mineral Lease.

12. By 1991, the Johnson-Boudreaux Well Sites were all plugged and abandoned. The Johnson-Boudreaux Family and its successors and assigns subsequently issued new mineral leases

to new oil and gas operators. In fact, oil and gas operations are being conducted on the Property today.

13. In February 2019, thirty-six years after Amoco stopped operating on the Property, Southland Environmental, LLC ("Southland") conducted a "Phase I Environmental Site Assessment" on the Property to identify the presence of potential damages caused by historical oil and gas operations.

14. Southland's investigation identified "several recognized environmental conditions (RECs)" which Southland affirmatively described as "the presence or likely presence of any hazardous substances or petroleum products on the property that have been released to the environment, or pose a material threat of future release to the environment." One of the "RECs" identified by Southland was "Oil and gas exploration activities have occurred on the property dating back to 1935. Multiple pits associated with the oil and gas exploration wells were located on the investigated tract. One pit is still visible on the investigated property today. Such pits were used to store exploration and production wastes, including produced water and hydrocarbons." Further according to Southland, "Potential contamination resulting from the discharge or releases from oil and gas exploration and production activities may include: naturally occurring radioactive materials (NORM), hydrocarbons, heavy metals, and chlorides."

15. All of Plaintiff's members were in possession of the Southland Phase I Environmental Site Assessment by May 13, 2019.

16. Effective June 18, 2019, successors and assigns of the Johnson-Boudreaux Family and members of the Plaintiff entered into an Agreement to Purchase or Sale the Property. The Agreement to Purchase or Sale included a provision whereby Plaintiff and its members would obtain the right to sue for "past environmental damage or contamination of the surface and subsurface of the Property."

17. In September 2019, successors and assigns of the Johnson-Boudreaux Family, members of the Plaintiff, and Plaintiff entered into an Agreement Regarding Surface Rights and Claims. The Agreement Regarding Surface Rights and Claims included a provision whereby Plaintiff and its members purportedly obtained the right to sue for "past environmental damage or contamination of the surface and subsurface of the Property."

18. On October 30, 2019, Plaintiff Castex Development, LLC (“Plaintiff”) acquired the Property in two acts of cash sales.

19. Plaintiff filed this lawsuit on October 4, 2020 against BP and other former operators generally alleging that historical oil and gas operations damaged the Property.

20. Plaintiff’s lawsuit seeks hundreds of millions of dollars (over \$239 million) to “restore plaintiff’s property to its pre-contaminated condition” for operations conducted decades before Plaintiff acquired the property. Plaintiff also seeks funds to “conduct a comprehensive and expedited environmental assessment of plaintiff’s land to identify all hidden or not yet identified pollution.”

21. The exorbitant remediation plan proposed by Plaintiff is not feasible, not necessary, and does not give due regard to the farming activities that are being conducted on the Property today.

22. As to BP, Plaintiff claims that Midwest and Amoco negligently or imprudently operated the wells and facilities at the Johnson-Boudreaux Well Sites, causing environmental damage as defined by Act 312. BP denies these allegations.

23. Nevertheless, BP recognizes it may hold responsibility to the regulators under present-day requirements with regard to allegations of “environmental damage,” defined by Act 312 as “any actual or potential impact, damage, or injury to environmental media caused by contamination resulting from activities associated with oilfield sites or exploration and production sites.” La. R.S. 30:29 (I)(2).

24. The Louisiana Legislature enacted Act 312 “to ensure that damage to the environment is remediated to a standard that protects the public interest” and to provide “the procedure for judicial resolution of claims for environment damage[.]” La. R.S. 30:29(A).

25. When a plaintiff alleges “environmental damage” in a lawsuit, a defendant may make a limited admission under Act 312 and take responsibility for implementing the most feasible plan to evaluate, and if necessary, remediate all or a portion of the alleged environmental damage to applicable regulatory standards.

26. When a defendant makes a limited admission, the Louisiana Department of Energy and Natural Resources (“LDENR”) is to conduct a public hearing to determine the most feasible

plan to evaluate or remediate environmental damage under applicable regulatory standards. La. Code Civ. Proc. Art. 1563(A)(2).

27. A defendant who makes a limited admission must perform an evaluation and, if necessary, the remediation required by the most feasible plan, and all money paid by an admitting defendant goes into escrow to be used only for the evaluation or remediation of the land required by the most feasible plan. *See* La. R.S. 30:29 (C)(5).

28. The Property contains some evidence of substances originating from historical oil and gas operations, but none of the substances detected on the Property impair the reasonably intended use of the Property, neither do the substances pose a risk to human health or the environment. As the successor to Midwest and Amoco, who conducted operations on the Property, BP recognizes that, as allowed under Act 312, it may hold present-day regulatory responsibility under present-day regulations for the evaluation of allegations of “environmental damage” originating from oil and gas operations conducted by its predecessors. BP wishes to submit all pertinent data to the LDENR for evaluation and consideration of the existence or non-existence of environmental damage.

29. BP further wishes to ensure that any money awarded in this lawsuit is used to address “environmental damage,” if any, consistent with Act 312. BP further believes that the relevant state agencies are in the best position to approve, structure, and coordinate the implementation of a plan to evaluate or remediate environmental damage, if any, and protect the health, safety, and welfare of the people.

30. Therefore, pursuant to the provisions of Louisiana Code of Civ. Proc. Art. 1563 and Act 312, BP makes a limited admission of responsibility to evaluate whether environmental damage as defined by Act 312 exists, and, if necessary, remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities to applicable regulatory standards.

31. BP elects to limit this admission to responsibility for implementing the Most Feasible Plan to evaluate whether environmental damage as defined by Act 312 exists, and, if necessary, remediate environmental damage, if any, resulting from the operation of the Johnson &

Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities depicted on the attached map (Exhibit A) as Limited Admission Area 1 to applicable regulatory standards.

32. BP states that this limited admission shall not be construed as an admission by BP of liability for any of Plaintiffs' private claims, including, without limitation, that BP or its predecessor's historical operations were unreasonable, excessive, imprudent, negligent or breached any relevant leases or any applicable legal standards. BP affirmatively states that the historical operations of its predecessors, Midwest and Amoco, were reasonable, prudent and consistent with its lease terms and industry practice. *See* La. R.S. 30:29. BP affirmatively states it had no control over the operations of any other operators on the property. BP reserves all rights and defenses.

33. BP states that this limited admission shall not be construed to mean any remediation is required or that there are any substances or contaminants present in a usable groundwater aquifer, in an underground source of drinking water (USDW), or in the soil in such quantities as to render them unsuitable for their reasonably intended purposes. La. Code Civ. Proc. Art. 1563 (A)(1).

34. BP states that this limited admission shall not be construed to mean that there is any actual or potential impact, damage, or injury to the soil on the Property, or that there is any impairment to the reasonably intended use of the Property.

35. BP states that this limited admission shall not be construed to mean that there is actual or potential impact, damage, or injury to any usable groundwater aquifer or USDW that may exist beneath the Property.

36. BP states that this limited admission shall not be construed to mean that water bearing zones beneath the Property encountered by Plaintiff's experts between 40 and 80 feet below ground surface are usable or a USDW.

37. BP hereby reserves its right to contest that (a) water bearing zones beneath the Property are usable groundwater aquifers or USDWs, (b) substances in the soil or groundwater render the Property unsuitable for its reasonably intended purposes, and (c) there is any actual or potential impact, damage, or injury to soil, usable groundwater aquifer, or USDW.

38. By this filing, BP invokes La. R.S. 30:29(C) which mandates that the Court refer this matter to the Louisiana Department of Energy and Natural Resources to conduct a public hearing as set forth in Louisiana Code of Civil Procedure Article (A)(2) and Act 312. (“[i]f one or more of the defendants have made a timely limited admission, the court shall refer the matter to the Department of Natural Resources. . . to conduct a public hearing to approve or structure a plan which the department determines to be the most feasible plan to evaluate or remediate the environmental damage[.]”)

39. Louisiana Code of Civ. Proc. Art. 1563(A)(5) provides that the deadline for a limited admission is ninety days from the date environmental sampling on the Subject Property is complete. According to the Third Environmental and Case Management Order entered by the Court on October 18, 2024, BP’s deadline to complete its sampling of the Subject Property was May 19, 2025. This limited admission was filed less than 90 days thereafter and is therefore timely.

40. Because trial is set to begin on February 23, 2026, and BP believes that the relevant state agencies are in the best position to determine the most feasible plan to evaluate or remediate environmental damage, if any, on the Property, BP makes this limited admission requiring referral of this matter to the LDENR as set forth in the accompanying *Ex Parte* Motion and Incorporated Memorandum in Support for Mandatory Referral to the Louisiana Department of Energy and Natural Resources for the Development of the Most Feasible Plan. In the event additional data provides new information, BP reserves the right to amend the scope of this admission.

Respectfully submitted:



George Arceneaux III #17442
garceneaux@liskow.com
Court C. VanTassell #31247
cvantassell@liskow.com
John S. Troutman #36059
jtroutman@liskow.com
Ranee V. Iles #38781
rviles@liskow.com
William J. Heaton #39210
jheaton@liskow.com
Alexandra L. Gjertson #39893
agjertson@liskow.com
LISKOW & LEWIS
1200 Camellia Blvd., Ste 300
Lafayette, LA 70508
Telephone: 337-232-7424
Facsimile: 337-267-2399

and

Denice Redd-Robinette #38582
drrobinette@liskow.com
LISKOW & LEWIS
450 Laurel St., Ste 1601
Baton Rouge, LA 70801
Telephone: 225-341-4660
Facsimile: 225-341-5653

and

Kelly B. Becker #27375
kbbecker@liskow.com
Erin E. Bambrick (Bar No. 35035)
ebambrick@liskow.com
LISKOW & LEWIS
701 Poydras St., Ste 500
New Orleans, LA 70139
Telephone: 504-556-4005
Facsimile: 504-556-5108

and

Michael E. Parker
michaelparker@parkerlandry.com
Andres Gomez
andresgomez@parkerlandry.com
Meghan E. Trahan
meghantrahan@parkerlandry.com
PARKER & LANDRY, LLC
4023 Ambassador Caffery Pkwy., Ste. 320
Lafayette, LA 70503
(337) 362-1601 (Telephone)
(337) 849-1865 (Facsimile)

and

Lauren C. Heinen, Esq. (Bar No. 36494)
lauren@heinenguinn.com
Alexander J. Guinn, Esq. (Bar N. 37148)
alex@heinenguinn.com
Heinen & Guinn Law Firm & Consulting LLC
407 N. Church Street
Jennings, LA 70546

and

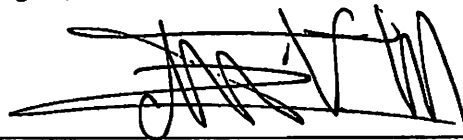
Penny L. Malbrew, Esq.
penny.malbrew@keanmiller.com
KEAN MILLER LLP
400 Convention St., Ste. 700
Post Office Box 3513 (70821)
Baton Rouge, LA 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has this day been forwarded to all known counsel of record by e-mail properly addressed.

Lafayette, Louisiana, this 5th day of August, 2025.


A handwritten signature in black ink, consisting of several overlapping loops and strokes, is written over a horizontal line.

Jefferson Davis **C-050220**
Filed Aug 05, 2025 3:10 PM **A CIVIL**
Chelsie Fontenot
Deputy Clerk of Court

EXHIBIT A



Jefferson Davis C-050220
Filed Aug 05, 2025 3:10 PM A CIVIL
Chelsie Fontenot
Deputy Clerk of Court

31ST JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON DAVIS

STATE OF LOUISIANA

DOCKET NO. C-502-20

CASTEX DEVELOPMENT, LLC

VERSUS

ANADARKO PETROLEUM CORPORATION, ANADARKO US OFFSHORE, LLC,
BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS
COMPANY, CROWN CENTRAL, LLC, EXXONMOBIL OIL CORPORATION,
FREEPORT-MCMORAN, INC., and OCCIDENTAL ENERGY COMPANY, INC.

FILED: _____

DEPUTY CLERK OF COURT

**BP AMERICA PRODUCTION COMPANY'S *EX PARTE* MOTION
AND INCORPORATED MEMORANDUM IN SUPPORT FOR
MANDATORY REFERRAL TO THE LOUISIANA DEPARTMENT
OF ENERGY AND NATURAL RESOURCES FOR THE
DEVELOPMENT OF THE MOST FEASIBLE PLAN**

MAY IT PLEASE THE COURT:

Pursuant to the provisions of Louisiana Code of Civ. Proc. Art. 1563 and La. R.S. 30:29 ("Act 312"), BP America Production Company ("BP") has made a limited admission of responsibility to evaluate whether environmental damage (as defined by Act 312) exists, and, if necessary, remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities depicted on the attached map (Exhibit A) as Limited Admission Area 1 ("Limited Admission Area 1") to applicable regulatory standards. Therefore, BP moves this Court to refer this matter to the Louisiana Department of Energy and Natural Resources for the development of the Most Feasible Plan as required by Act 312.

I. INTRODUCTION

On October 4, 2020, Plaintiff Castex Development, LLC ("Plaintiff") filed suit against BP and other operators generally alleging that historical oil and gas operations damaged the subject property in the West Mermentau Field, Jefferson Davis Parish, Louisiana. As to BP, Plaintiff alleges that BP's predecessors, Midwest Oil Corporation ("Midwest") and Amoco Production Company ("Amoco") operated on the property from 1960 to 1983 under the authority of a 1954

Mineral Lease. Plaintiff further alleges that Midwest and Amoco negligently or imprudently operated the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities resulting in damages. Plaintiff asserts claims in contract, tort, and under the Mineral Code for which it seeks hundreds of millions of dollars (over \$239 million) to “restore plaintiff’s property to its pre-contaminated condition” for operations conducted decades before Plaintiff acquired the property. Plaintiff also seeks funds to “conduct a comprehensive and expedited environmental assessment of plaintiff’s land to identify all hidden or not yet identified pollution.” The exorbitant remediation plan proposed by Plaintiff is not feasible, is unnecessary, and does not give due regard to the farming activities that are being conducted on the Property today. Plaintiff admits that this suit is governed by Act 312.

Contemporaneous with the filing of this motion, BP has filed a Limited Admission pursuant to Act 312 and Louisiana Code of Civ. Proc. Art. 1563. In the Limited Admission, BP accepted responsibility to evaluate whether environmental damage (as defined by Act 312) exists, and, if necessary, remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities to applicable regulatory standards. BP further accepted responsibility as a “responsible party” for implementing the Most Feasible Plan to evaluate or remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities.

II. RELEVANT LAW

The Louisiana Legislature enacted Act 312 to “set forth the procedure for judicial resolution of claims for environmental damage to property arising from activities subject to the jurisdiction of the Department of Energy and Natural Resources, office of conservation.” La. R.S. 30:29(A) (2024). In 2012, the legislature revised Act 312 and enacted Louisiana Code of Civil Procedure article 1563 to allow parties to accept responsibility for implementing the most feasible plan to evaluate, and if necessary, remediate environmental damage as defined by Act 312. Environmental damage is broadly defined by Act 312 as “any actual or potential impact, damage, or injury to environmental media caused by contamination resulting from activities associated with oilfield sites.”

Once a limited admission is filed, the Court *must* refer the matter to the Louisiana Department of Energy and Natural Resources, Office of Conservation (“LDENR”) to conduct a public hearing for development of the “most feasible plan” to evaluate or remediate the property in accordance with applicable regulatory standards. La. Code Civ. Proc. Art. 1563(A)(2). The limited admission, the most feasible plan approved by the LDENR, and all written comments by the agencies shall be admissible as evidence in any action. La. Code Civ. Proc. Art. 1563 (A)(3). Finally, Act 312 creates a rebuttable presumption that the feasible plan approved by LDNR shall be the most feasible plan to evaluate or remediate the environmental damage under the applicable regulatory standards. La. Code Civ. Proc. Art. 1563(A)(2). For cases tried by a jury, the court shall instruct the jury regarding this presumption if requested by a party. *Id.*

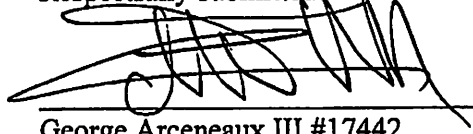
III. BP’S ACCEPTANCE OF RESPONSIBILITY

Pursuant to Act 312 and Louisiana Code of Civil Procedure article 1563, BP accepted responsibility to evaluate whether environmental damage (as defined by Act 312) exists, and, if necessary, remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities to applicable regulatory standards. BP further accepted responsibility as a “responsible party” for implementing the Most Feasible Plan to evaluate or remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities.

IV. CONCLUSION

As required by Act 312 and Louisiana Code of Civil Procedure article 1563, BP moves this Court to refer this matter to LDENR for the development of the “Most Feasible Plan.”

Respectfully submitted:



George Arceneaux III #17442
garceneaux@liskow.com
Court C. VanTassell #31247
cvantassell@liskow.com
John S. Troutman #36059
jtroutman@liskow.com
Ranee V. Iles #38781
rviles@liskow.com
William J. Heaton #39210
jheaton@liskow.com
Alexandra L. Gjertson #39893
agjertson@liskow.com
LISKOW & LEWIS
1200 Camellia Blvd., Ste 300
Lafayette, LA 70508
Telephone: 337-232-7424
Facsimile: 337-267-2399

and

Denice Redd-Robinette #38582
drrobinette@liskow.com
LISKOW & LEWIS
450 Laurel St., Ste 1601
Baton Rouge, LA 70801
Telephone: 225-341-4660
Facsimile: 225-341-5653

and

Kelly B. Becker #27375
kbbecker@liskow.com
Erin E. Bambrick (Bar No. 35035)
ebambrick@liskow.com
LISKOW & LEWIS
701 Poydras St., Ste 500
New Orleans, LA 70139
Telephone: 504-556-4005
Facsimile: 504-556-5108

and

Michael E. Parker
michaelparker@parkerlandry.com
Andres Gomez
andresgomez@parkerlandry.com
Meghan E. Trahan
meghantrahan@parkerlandry.com
PARKER & LANDRY, LLC
4023 Ambassador Caffery Pkwy., Ste. 320
Lafayette, LA 70503
(337) 362-1601 (Telephone)
(337) 849-1865 (Facsimile)

and

Lauren C. Heinen, Esq. (Bar No. 36494)
lauren@heinenguinn.com
Alexander J. Guinn, Esq. (Bar N. 37148)
alex@heinenguinn.com
Heinen & Guinn Law Firm & Consulting LLC
407 N. Church Street
Jennings, LA 70546

and

Penny L. Malbrew, Esq.
penny.malbrew@keanmiller.com
KEAN MILLER LLP
400 Convention St., Ste. 700
Post Office Box 3513 (70821)
Baton Rouge, LA 70802
Telephone: (225) 387-0999
Facsimile: (225) 388-9133

Attorneys for BP America Production Company

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has this day been forwarded to all known counsel of record by e-mail properly addressed.

Lafayette, Louisiana, this 5th day of August, 2025.



Jefferson Davis C-050220
Filed Aug 05, 2025 3:10 PM A CIVIL
Chelsie Fontenot
Deputy Clerk of Court

31ST JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON DAVIS

STATE OF LOUISIANA

DOCKET NO. C-502-20

CASTEX DEVELOPMENT, LLC

VERSUS

ANADARKO PETROLEUM CORPORATION, ANADARKO US OFFSHORE, LLC,
BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS
COMPANY, CROWN CENTRAL, LLC, EXXONMOBIL OIL CORPORATION,
FREEPORT-MCMORAN, INC., and OCCIDENTAL ENERGY COMPANY, INC.

FILED: _____

DEPUTY CLERK OF COURT

ORDER

Considering BP America Production Company's ("BP") Limited Admission and BP's *Ex Parte* Motion and Incorporated Memorandum in Support for Mandatory Referral to the Louisiana Department of Energy and Natural Resources for the Development of the Most Feasible Plan:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Pursuant to Louisiana Code of Civil Procedure article 1563 and La. R.S. 30:29 ("Act 312"), BP enters a limited admission of responsibility to evaluate whether environmental damage (as defined by Act 312) exists, and, if necessary, remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities depicted on the attached map (Exhibit A) as Limited Admission Area 1 ("Limited Admission Area 1") to applicable regulatory standards.
2. Pursuant to Louisiana Code of Civil Procedure article 1563, BP's responsibility is hereby limited to implementing the Most Feasible Plan to evaluate whether environmental damage as defined by Act 312 exists, and, if necessary, remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities depicted in Limited Admission 1 to applicable regulatory standards.
3. Pursuant to Louisiana Code of Civil Procedure article 1563, this matter is hereby referred to the Louisiana Department of Energy and Natural Resources, Office of Conservation ("the Department") to conduct a public hearing to approve or structure a plan which the

Department determines to be the Most Feasible Plan to evaluate or remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities depicted in Limited Admission Area 1 to applicable regulatory standards.

4. Within thirty (30) days of the signing of this Order, BP shall develop and submit a plan to the Department and the Court for the evaluation of whether environmental damage (as defined by Act 312) exists, and, if necessary, remediation of environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities depicted in Limited Admission Area 1 to applicable regulatory standards. BP's Plan shall be submitted to the Department and the Court by hand delivery, certified mail with return receipt requested, or e-mail.

5. Within thirty (30) days of the submission of BP's plan, Plaintiff Castex Development, LLC or any other party shall submit comments, input, or their own plan to the Department and the Court in response to BP's plan. All comments, input, or plans shall be submitted to the Department and the Court by hand delivery, certified mail with return receipt requested, or e-mail.

6. Within sixty (60) days of the submission of any comments, input, or plan in response to BP's Plan, the Department shall conduct a public hearing on the plan or plans submitted. Within sixty (60) days of the conclusion of the public hearing, the Department shall file with the Court a final plan, or if applicable a preliminary plan pursuant to La. R.S. 30:29(C)(3)(b), based on the evidence submitted which the Department determines to be the Most Feasible Plan to evaluate or remediate environmental damage, if any, resulting from the operation of the Johnson & Boudreaux SWD No. 1 (SN 76164) and its now closed production facilities depicted in Limited Admission Area 1 to applicable regulatory standards. The Department shall issue written reasons for the plan it approves or structures.

7. The Department shall submit to the Court a schedule of estimated costs for review of the plans or submittals of the parties by the Department.

8. BP's Limited Admission shall not be construed as an admission of liability for any claims or damages asserted in this lawsuit, nor shall BP's Limited Admission result in a waiver of any rights or defenses of BP.

THUS DONE AND SIGNED this 5th day of August 2025 at Jennings, Louisiana.

A handwritten signature in black ink, appearing to read "Steve Gunnell", written over a horizontal line.

HON. STEVE GUNNELL
JUDGE, 31ST JUDICIAL DISTRICT COURT