

**United States District Court  
Southern District of New Searchland**

NEW SEARCHLAND RESORT & SPA, individually and on behalf of all others similarly situated,

Plaintiff,

v.

VOLTERON CORP., BULENE OFFSHORE DRILLING, INC., KEYWARD INTERNATIONAL, LTD., and KLUSTERING & CEMENTING TECHNOLOGIES, LLC.

Defendants.

Civ. No.

CLASS ACTION

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiff NEW SEARCHLAND RESORT & SPA, individually and as representative of the class defined herein (the “Class”), brings this action against Defendants VOLTERON CORP., BULENE OFFSHORE DRILLING, INC, KEYWARD INTERNATIONAL LTD., and KLUSTERING & CEMENTING TECHNOLOGIES, LLC., and alleges as follows:

**NATURE OF THE ACTION**

1. This is a class action, brought pursuant to Rule 23 of the Federal Rules of Civil Procedure to recover damages suffered by Plaintiff and the Class members as a result of the oil spill that resulted from the explosion and fire aboard, and subsequent sinking of the mobile offshore drilling unit, the Bleak Horizon (a.k.a., the “Oil Rig”), on May 7, 2008, at about 10:00 p.m. central time, on the outer Continental Shelf. Following the sinking of the Bleak Horizon, tens of thousands of barrels per day of crude oil have been leaking from the oil well upon which the Oil Rig was performing completion operations, and from the pipe connected to it (the drill stack). The fast moving oil slick now covers thousands of square miles and has caused

detrimental effects upon the Gulf of New Searchland's marine environments, coastal environments and estuarine areas, which directly and indirectly support a wide array of income-producing activities.

2. Plaintiff, on behalf of itself and all others similarly situated, brings this action for damages against Defendants.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction over this class action pursuant to both (i) 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 it 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; and (ii) 28 U.S.C. § 1332(a) because Plaintiff and Defendants are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. This Court has jurisdiction over this matter pursuant to (i) 23 U.S.C. § 1331, because the claims asserted herein arise under the laws of the United States of America, including the laws of the State of New Searchland, that have been declared, pursuant to 43 U.S.C. §§ 1331(f)(1) and 1333(a)(2), to be the law of the United States for that portion of the outer Continental Shelf from which the oil spill originated; and (ii) 43 U.S.C. § 1333(a)(1), which extends exclusive Federal jurisdiction to the outer Continental Shelf.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a) as a substantial part of the events and omissions giving rise to the claim occurred and a substantial part of property that is the subject of this action is situated in this judicial district.

## PARTIES

6. Plaintiff is the owner/operator of the New Searchland Resort & Spa located at 21 Coastal Highway, New Searchland, NS. The New Searchland Resort & Spa is a Five-Star hotel, resort and spa that caters primarily to wealthy tourists visiting New Searchland. Plaintiff derives substantial income from beaches, coastal communities and local businesses of New Searchland that are popular to travelers and vacationers around the world.

7. Defendant Volteron Corp. (“Volteron”) is a domestic corporation doing business in the State of New Searchland. Volteron is incorporated in Delaware and its principal place of business is located in Samplingsburg, MD.

8. Defendant Bulene Offshore Drilling, Inc. (“Bulene”) is a foreign corporation doing business in the State of New Searchland.

9. Defendant Keyword International, Ltd. (“Keyword”) is a foreign corporation doing business in the State of New Searchland.

10. Defendant Klustering & Cementing Technologies, LLC (“KCT”) is a foreign corporation doing business in the State of New Searchland.

## FACTUAL ALLEGATIONS

11. On May 7, 2008, an explosion occurred on the Bleak Horizon floating oil rig that was located about 41 miles off the coast of New Searchland.

12. The Bleak Horizon was at all times owned by Defendant Bulene and operated by Defendant Volteron.

13. Bulene is the owner and/or operator of the Bleak Horizon, a semi-submersible mobile offshore drilling rig, which was performing completion operations for Volteron on the outer Continental Shelf at the site from which the oil spill originated on May 7, 2008.

14. Volteron is the holder of a lease granted by the Minerals Management Service (“MMS”) that allows Volteron to drill for oil and perform oil production-related operations at the site of the oil spill, and on May 7, 2008, operated the oil well that is the source of the oil spill.

15. According to Bulene’s web site, the Bleak Horizon was an ultra deepwater dynamic positioned semi-submersible drilling rig built in 2001 that could drill in water up to 10,000 feet deep.

16. At the time of the explosion, the Bleak Horizon was drilling an exploration well that was not producing, and was completing the concrete casing of a well drilled to a depth of 18,000 feet.

17. A Volteron official, speaking on condition of anonymity because he was not authorized to discuss the volume of reserves, confirmed reports that the amount of oil beneath the seabed that the Bleak Horizon was tapping was in the tens of millions of barrels.

18. Prior to the explosion, KCT was engaged in cementing operations of the well and well cap.

19. In an May 20, 2008 press release, KCT stated that it “performed a variety of services on the rig, including cementing, and had four employees stationed on the rig at the time of the accident,” and that it “had completed the cementing of the final production casing string in accordance with the well design approximately 20 hours prior to the incident.” KCT had not yet placed “the final cement plug which would enable the planned temporary abandonment of the well.”

20. The cementing process is supposed to prevent oil and natural gas from escaping a well by filling gaps between the outside of the well pipe and the inside of the hole bored into the ocean floor.

21. When cement develops cracks or does not set properly, oil and gas can escape, ultimately flowing out of control.

22. Officials at Bulene have speculated that a pressure surge known in the oil and natural gas industry as a blowout may have triggered the explosion and fire.

23. The explosion of the Bleak Horizon resulted in a massive fire and led to the probable deaths of seventeen crewmembers.

24. After burning for more than a day, a second explosion on May 9, 2008 caused the Bleak Horizon to sink in approximately 5,000 feet of water.

25. On or about May 10, 2008, the U.S. Coast Guard stated that no oil appeared to be escaping from the wellhead on the Gulf floor.

26. On our about May 11, 2008, Defendants Volteron and Bulene discovered, with the use of remote operating vehicles, that oil was escaping from two leaks in a drilling pipe about 5,000 feet below the surface. The leaks were assumed to be releasing 1,000 barrels of oil a day at that time.

27. With the use of remote operating vehicles on or about May 12, 2008, Defendants Volteron and Bulene attempted to switch on a “blowout valve,” or “blowout preventer,” which is part of a 50 foot tall and 18 foot wide housing on the sea floor. All attempts to trigger the blowout valve have failed.

28. Keyward manufactured and/or supplied the Bleak Horizon’s blowout preventer that failed to operate upon the explosion and that should have prevented the oil spill.

29. The blowout preventer was not equipped with a remote control shutoff device called an acoustic switch. An acoustic switch allows the remote control triggering of a blowout preventer and is intended as a last resort safeguard device.

30. Following the oil spill, Volteron and Bulene made several failed attempts to stop the oil release and to control and contain the spill.

31. On May 16, 2008, the National Oceanic and Atmospheric Administration (“NOAA”) reported that estimates of the oil release rate increased to 5,000 barrels (210,000 gallons) per day based on surface observations and reports of a newly discovered leak in the damaged piping on the sea floor. NOAA declared the oil spill a Spill of National Significance (“SONS”), which is defined as “a spill that, due to its severity, size, location, actual or potential impact on the public health and welfare or the environment, or the necessary response effort, is so complex that it requires extraordinary coordination of federal, state, local, and responsible party resources to contain and clean up the discharge” and allows greater federal involvement.

32. Volteron filed an exploration plan with MMS, avoiding filing a more detailed site-specific plan. Volteron outlined a worst-case scenario of a spill of 162,000 gallons per day. Volteron did not outline in its exploration plan how it would respond to a potential blowout scenario.

33. The fire and explosion on the Bleak Horizon, its sinking and the resulting oil spill were caused by the combined and concurring negligence of Defendants, which renders them liable, jointly and severally, to the Plaintiff and the Class members for all their damages.

34. The damages suffered by Plaintiff were caused by Defendants’ reckless indifference to, and intentional violations of, numerous statutes and regulations including, but

not limited to, statutes and regulations issued by OSHA and the United States Coast Guard, including the requirement to test the sub-sea blowout valve at regular intervals.

35. Defendants knew of the dangers associated with deep water drilling and failed to take appropriate measures to prevent damage to New Searchland's marine and coastal environments and estuarine areas, and the New Searchland "Coastal Zone" as that term is defined in 43 U.S.C. § 1331(e), where Plaintiff and the Class members derived substantial business revenue.

36. Upon information and belief, Defendants intentionally and recklessly chose not to install the appropriate safety measures on the Bleak Horizon that, if installed, would have prevented or minimized the amount of oil spilled into the Gulf of New Searchland.

37. Defendants have a long and well-known history of lobbying public officials for reduced, limited or lax environmental and safety standards and engaging in other activities aimed at negatively influencing or affecting anticipated or pending environmental and safety rules, regulations, legislation and amendments thereto that could have prevented the events that led to the fire, explosion and resulting oil spill that occurred on May 7, 2008.

38. Defendants have a long and well-known history of engaging in efforts aimed at gaining access to and influencing public officials involved in establishing environmental and safety standards through campaign contributions and other election activities, endorsements, social or other contacts and quid-pro-quos.

39. The spilled oil does not simply evaporate from the water's surface and is causing dangerous environmental contamination of the Gulf of New Searchland and its shoreline, threatening New Searchland's sensitive marine, wetland and estuarine areas.

40. The spilled oil also threatens one of New Searchland's most financially important industries—tourism. In 2009, New Searchland hosted approximately 80.3 million visitors who generated an economic impact of \$57 billion on New Searchland's economy.

41. Much of the economic impact of tourism in New Searchland can be traced directly or indirectly to the coastal communities and local businesses that exist on or near New Searchland's 663 miles of beaches popular to travelers and vacationers from around the world.

42. In particular, the City of New Searchland, New Searchland and the businesses operating therein are vitally dependant on the tourism industry. The attractions, hotels/inns/spas and resorts, golf courses, fishing charters, dive shops, eco-tour operators, retail stores, marinas, campgrounds, and restaurants are just some of the New Searchland businesses that owe their economic survival to vacationing tourists.

43. Once it became clear that early oil spill containment efforts had failed, the tourism industry in New Searchland was immediately affected. Businesses along the New Searchland panhandle and down the New Searchland west coast that cater to vacationers began experiencing an unusually high rate of cancellations of reservations and bookings. Despite the fact that no oil had actually washed up on New Searchland beaches, the news reports were ominous and tourists, particularly those from out of state, were simply unwilling to take any chances that their vacations might be adversely affected by the oil spill.

44. On June 8, 2008, the United States Coast Guard reported that a small portion of the oil spill had entered the Gulf of New Searchland's "loop current" and that oil from the spill could reach the New Searchland Straits within a week. Almost immediately, New Searchland businesses suffered from even fewer numbers of tourists. Moreover, there have been wide reports of cancellations of upcoming summer travel to New Searchland.

45. Plaintiff's business relies almost exclusively on tourism to generate revenue. As a result of the oil spill and the detrimental effect it has played on the tourism trade in New Searchland, Plaintiff has experienced a significant dip in guest registrations that appears to be getting worse by the day. This result in guest registrations has resulted in significant lost business revenue with no immediate sign of relief.

46. The oil spill and the contamination have caused and will continue to cause loss of revenue to businesses such as Plaintiff's and the Class members that are economically dependent on New Searchland tourism.

47. There are many other potential harmful impacts from the oil spill that are not currently known, and Plaintiff reserves the right to amend this Complaint once additional information becomes available.

### **PLAINTIFF'S CLASS ACTION ALLEGATIONS**

48. Plaintiff brings this action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of itself and all persons similarly situated, who are members of the following Class:

All hotels, spas, resorts, inns, bed and breakfasts, and motels that derive income and profits from the New Searchland "Coastal Zone" as that term is defined in 43 U.S.C. § 1331(e), and who have sustained any legally cognizable loss and/or damages as a result of the May 7, 2008 fire and explosion and resulting oil spill that occurred aboard the Bleak Horizon mobile offshore drilling rig.

49. Excluded from the Class are the Defendants in this action, and any entities in which the Defendants have a controlling interest, any officers, directors or employees of any of the Defendants; any judge or judicial officer assigned to this matter and his or her immediate family; and any legal representative, successor, or assign of any excluded person or entities.

50. The members of the Class are so numerous that joinder of all members is impracticable. Although the precise number of Class Members is not yet known, Plaintiff avers that the Class members number in the hundreds, if not thousands.

51. Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting solely individual members of the Class. Among the common questions are:

- a. Whether Defendants owed a duty of care to Plaintiffs and the Class members to ensure the safe functioning of the Bleak Horizon and its equipment;
- b. Whether Defendants knew or should have known of the risk of fire, explosion or spill presented by the Bleak Horizon and its equipment;
- c. Whether Defendants failure to use reasonable care caused the fire, explosion, oil spill and the resulting damages to Plaintiff and the Class members;
- d. Whether Defendants' conduct created a nuisance for Plaintiff and the Class members;
- e. Whether Defendants' conduct constitutes an abnormally dangerous activity;
- f. Whether Plaintiff and the Class members are entitled to damages pursuant to the claims alleged herein.

52. Plaintiff's claims are typical of the claims of the members of the Class, which all arise from the same operative facts and are based on the same legal theories.

53. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in handling class and complex

litigation involving oil and gas matters. Neither Plaintiff nor its counsel have any interests that would prevent them from vigorously pursuing these claims.

54. This action should be maintained as a class action because the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members that would establish incompatible standards of conduct for the parties opposing the Class, as well as a risk of adjudications with respect to individual members that would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

55. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The interest of the Class members in individually controlling the prosecution of separate claims against Defendants is small. There will be no difficulty in the management of this action as a class action.

## **CAUSES OF ACTION**

### **COUNT 1 – NEGLIGENCE**

56. Plaintiff, on behalf of itself and the Class members, incorporates by reference and realleges each allegation above as is fully set forth herein.

57. Defendants owed a duty of care to Plaintiffs and the Class members to ensure the safe operation of the Bleak Horizon, and to avoid the fire, explosion and resulting oil spill that occurred on May 7, 2008.

58. Defendants knew or should have known that the Bleak Horizon presented a serious risk of fire, explosion and resulting oil spill, which could, in turn, would cause harm to persons, property and the natural environment.

59. Defendants knew or should have known that certain equipment utilized by the Bleak Horizon was defective or not properly functioning.

60. Defendants knew or should have known that the cement used in the cementing of the wellhead was defective and/or that the cementing of the wellhead was not done properly.

61. The fire, explosion and resulting oil spill were caused by the concurrent negligence of the Defendants, including, without limitation, the following:

- a. Failure to properly inspect and monitor the Bleak Horizon and its equipment;
- b. Failure to properly and safely maintain the Bleak Horizon and its equipment;
- c. Failure to properly and safely operate the Bleak Horizon and its equipment;
- d. Failure to promulgate, implement and enforce rules and regulations, policies and procedures pertaining to the safe operation of the Bleak Horizon;
- e. Failure to properly train and license personnel operating the Bleak Horizon;
- f. Failure to take adequate precautionary measures to prevent fire, explosion and oil spills;
- g. Failure to properly supervise the manner in which exploration, drilling, extraction, storage and transportation of fossil fuels were conducted;

h. Failure to properly design, manufacture, and install the blowout valve or blowout preventer;

i. Failure to employ an acoustic switch in the blowout valve or blowout preventer;

j. Failure to ensure that the concrete casing was sufficient;

k. Failure to properly cement the well head and final production casing string

l. Failing to take appropriate action to avoid or mitigate the accident;

m. Failure to timely warn;

n. Such other acts of negligence and omissions as will be shown at the trial of this matter; all of which are in violation of the laws of New Searchland and Federal Law applicable to the outer Continental Shelf.

62. As a direct and proximate result of Defendants' negligent conduct, Defendants have caused or will cause Plaintiff and the Class members to suffer and continue to suffer financial and economic loss, including, but not limited to, lost business profits in an amount to be determined at trial.

63. Defendants are further liable under the doctrine of *res ipsa loquitur* because the fire, explosion and sinking of the Bleak Horizon, and the consequent oil spill, could not have occurred in the absence of the negligence of Defendants.

64. Plaintiff and the Class members are entitled to a judgment finding Defendants liable to Plaintiff and the Class members for damages suffered as a result of Defendants' negligence and awarding Plaintiff and the Class members adequate compensation therefore in amounts to be determined by the trier of fact.

**COUNT II – NUISANCE**

65. Plaintiff, on behalf of itself and the Class members, incorporates by reference and realleges each allegation above as is fully set forth herein.

66. The actions of Defendants, as described above, resulted in an invasion by a substance—oil and other pollutants—that interfered and continues to interfere with the Plaintiff's and Class members' rights to enjoy their property and caused hurt, inconvenience, and/or damage to the Plaintiff and Class members.

67. The nuisance created by Defendants caused special damages to Plaintiff in which the public does not participate.

68. The above described injuries and damages to the Plaintiff and the Class members were proximately caused by said nuisance.

69. Plaintiff and the Class members are entitled to a judgment finding Defendants liable to Plaintiff and the Class members for damages suffered as a result of Defendants' nuisance and awarding Plaintiff and the Class members adequate compensation therefore in amounts determined by the trier of fact.

**COUNT III – STRICT LIABILITY  
FOR ABNORMALLY OR ULTRA-HAZARDOUS ACTIVITY**

70. Plaintiff, on behalf of itself and the Class members, incorporates by reference and realleges each allegation above as is fully set forth herein.

71. Defendants' drilling of highly volatile and toxic fuel constitutes an abnormally or ultra-hazardous activity.

72. Defendants' drilling of highly volatile and toxic fuel within a relatively short distance from the shoreline inherently presents a high degree of risk and likelihood of substantial harm to persons, land and property.

73. Due to the nature of Defendants' activity, the associated high risks could not have been eliminated through the exercise of reasonable care.

74. The injuries and damages sustained by Plaintiff and the Class members is exactly the kind of foreseeable harm posed, the possibility of which made Defendants' activities abnormally dangerous.

75. The injuries and damages to the Plaintiff and the Class members were proximately caused by said abnormally dangerous and/or ultra hazardous activity.

76. Plaintiff and the Class members are entitled to a judgment finding Defendants liable to Plaintiff and the Class members for damages, including punitive damages, suffered as a result of Defendants' abnormally dangerous activities and awarding Plaintiff and the Class members adequate compensation therefore in amounts to be determined by the trier of fact.

#### **COUNT IV – STRICT PRODUCTS LIABILITY FOR MANUFACTURING DEFECT**

77. Plaintiff, on behalf of itself and the Class members, incorporates by reference and realleges each allegation above as is fully set forth herein.

78. Defendant KCT manufactured and/or supplied the Bleak Horizon's blowout preventer and blowout valve.

79. Defendant KCT's blowout preventer failed to operate properly or at all, at the time of or following the explosion, and this failure caused or contributed to the oil spill.

80. Defendant KCT's blowout preventer was defective because it failed to operate as intended.

81. As a result of the blowout preventer's product defect, oil was released from the Bleak Horizon mobile offshore drilling unit thereby causing injury to Plaintiffs and the Class members.

82. Defendant KCT's blowout preventer was in a defective condition and unreasonably dangerous to Plaintiff when the blowout preventer left Defendant KCT's control.

83. At all times, Defendant KCT's blowout preventer was used in the manner intended.

84. By reason of the foregoing, Plaintiff and the Class members incurred damages, including but not limited to lost business profits, in an amount to be determined at trial.

85. By reasons of the foregoing, Plaintiff and the Class members are entitled to compensatory and punitive damages.

**COUNT V – STRICT LIABILITY  
PURSUANT TO NEW SEARCHLAND STATUTE § 376.313**

86. Plaintiff, on behalf of itself and the Class members, incorporates by reference and realleges each allegation above as is fully set forth herein.

87. At all relevant times, Defendants owned, operated and/or maintained the mobile offshore drilling unit Bleak Horizon that caught on fire and exploded on May 7, 2008. Following the explosion and fire, the Bleak Horizon sunk resulting in the continuous discharge of crude oil from the well upon which the rig had been performing completion operations.

88. At all relevant times, Defendants had a statutory duty to Plaintiff to maintain and operate the Bleak Horizon so as not to create or continue hazardous conditions due to the

discharge of pollutants as defined by New Searchland Statutes §§ 376.301(1), 376.301(11) and 376.301(13).

89. At all relevant times, Defendants breached their statutory duty to Plaintiff by discharging, or allowing to be discharged, crude oil into and upon the Gulf of New Searchland and allowing the massive oil spill to migrate into marine environments, coastal environments and estuarine areas that are used directly or indirectly by Plaintiff for tourism-related activities and other income-generating endeavors in violation of New Searchland Statutes §§ 376.30 to 376.317. Defendants are strictly liable to Plaintiff under § 376.313(3) New Searchland Statutes, which provides:

[N]othing contained in §§ 376.30-376.317 prohibits any person from bringing a cause of action in a court of competent jurisdiction for all damages resulting from a discharge or other condition of pollution covered by §§ 376.30-376.317. Nothing in this chapter shall prohibit or diminish a party's right to contribution from other parties jointly or severally liable for a prohibited discharge of pollutants or hazardous substances or other pollution conditions. Except as otherwise provided in subsection (4) or subsection (5), in any such suit, it is not necessary for such a person to plead or prove negligence in any form or manner. Such person need only plead and prove the fact of the prohibited discharge or other pollutive condition and that it has occurred.

90. As the direct and proximate result of Defendants' breach of statutory duty to the Plaintiff, the oil spill originating from the Bleak Horizon has resulted in detrimental effects upon the Gulf of New Searchland's marine environments, coastal environments and estuarine areas that are used, directly or indirectly, by Plaintiff for income generating endeavors.

91. By reason of the foregoing, Plaintiff and the Class members incurred damages, including but not limited to lost business profits, in an amount to be determined at trial.

92. By reasons of the foregoing, Plaintiff and the Class members are entitled to compensatory and punitive damages.

**COUNT VI – UNSEAWORTHY**

93. Upon information and belief, due to the gross negligence and fault of the Defendants, either singularly or jointly or by some combination of Defendants, the Bleak Horizon was unseaworthy and unfit for the jobs and tasks required of her, which unseaworthy condition caused or substantially contributed to the explosion and vessel sinking described herein.

94. By virtue of the Defendants' callous and willful disregard for the conditions of the Bleak Horizon, which condition was either caused by, known to or should have been known to Defendants, Plaintiff and the Class members are entitled to punitive damages in an amount to be determined by the Court.

95. General maritime law principles are applicable to the claims asserted herein.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff New Searchland Resort & Spa , individually and on behalf of the Class members, demand judgment against Defendants, jointly and severally, as follows:

- a. An order certifying the Class, appointing Plaintiff as Class Representative, and appointing undersigned counsel as counsel for the Class;
- b. Economic and compensatory damages in amounts to be determined at trial, but not less than the \$5,000,000 required by the Class Action Fairness Act, which establishes one of this Court's bases of jurisdiction to hear this case;
- c. Punitive damages as permitted by law;

- d. Reasonable costs and expenses incurred in this action, including attorneys' fees and expert fees;
- e. Pre-judgment and post-judgment interest at the maximum rate allowable by law;
- f. Such other and further relief as the Court may deem just and proper.

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury.

Dated: New Searchland, NS  
July 6, 2010

## **PLAINTIFFS' REQUESTS FOR THE PRODUCTION OF DOCUMENTS**

Pursuant to Rule 34(a) of the Federal Rules of Civil Procedure, plaintiffs New Search Land Resort & Spa, et al., hereby request that defendants Volteron Corp., Bulene Offshore Drilling, Inc., Keyword International, Ltd., and Klustering & Cementing Technologies, LLC (collectively, the “Defendants”), produce all responsive documents requested herein at the offices of the undersigned counsel as soon as practicable.

### **INSTRUCTIONS**

1. These requests require the production of all responsive documents within the sole or joint possession, custody, or control of the Defendants, including their agents, departments, attorneys, directors, officers, employees, consultants, investigators, insurance companies, or any other persons subject to Defendants’ custody or control.
2. All documents that respond, in whole or in part, to any portion of these Requests must be produced in their entirety, including all attachments and enclosures.
3. For purposes of these requests, the words used are considered to have, and should be understood to have, their ordinary, everyday meanings. Plaintiffs refer Defendants to any dictionary in the event that the Defendants assert that the wording of a request is vague, ambiguous, unintelligible, or confusing.

### **DEFINITIONS**

4. The words “and,” “or,” “each,” “any,” “all,” “refer,” and “discuss,” shall be construed in their broadest form, and the singular shall include the plural and the plural shall include the singular, whenever necessary to bring within the scope of these Requests all documents (defined below) that might otherwise be construed to be outside their scope.
5. “Person” or “individual” means any natural persons, corporations, firms, partnerships, unincorporated associations, trusts, and any other legal entity.
6. The term “relating to” means in whole or in part constituting, containing, concerning, discussing, describing, analyzing, identifying, or stating.
7. The terms “plan” or “plans” mean tentative and preliminary proposals, recommendations, or considerations, whether or not finalized or authorized, as well as those that have been adopted.
8. The terms “response” or “responses” mean an action considered or done in answer, reply, or reaction to something else, whether tentative and preliminary, proposed, recommended or planned, whether or not finalized or authorized, as well as those that have actually been performed.

9. Solely for the purpose of the TREC 2010 Legal Track, the term “Defendants” includes the named companies above, as well as all other companies or persons whose records are found in the TREC Legal Track Enron Test Collection.

10. Solely for the purpose of the TREC 2010 Legal Track, “document” means all data, information or writings stored in the TREC Legal Track Enron Test Collection, including without limitation: any written, electronic or computerized files, data or software; memoranda; emails; correspondence; OCR scanned images; voice mail or voice recordings; communications; reports; summaries; studies; analyses; evaluations; notes or notebooks; indices; spreadsheets; logs; books; pamphlets; binders; calendar or diary entries; ledger entries; press clippings; graphs; tables; charts; printouts; drawings; maps; meeting minutes; transcripts. The term “document” encompasses all metadata associated with each document. The term also includes all drafts associated with any particular document.

### **FIRST SET OF REQUESTS FOR PRODUCTION**

Plaintiffs request that the Defendants produce all responsive documents for the following topics:

301. All documents or communications that describe, discuss, refer to, report on, or relate to onshore or offshore oil and gas drilling or extraction activities, whether past, present or future, actual, anticipated, possible or potential, including, but not limited to, all business and other plans relating thereto, all anticipated revenues therefrom, and all risk calculations or risk management analyses in connection therewith.
302. All documents or communications that describe, discuss, refer to, report on, or relate to actual, anticipated, possible or potential responses to oil and gas spills, blowouts or releases, or pipeline eruptions, whether past, present or future, including, but not limited to, any assessment, evaluation, remediation or repair activities, contingency plans and/or environmental disaster, recovery or clean-up efforts.
303. All documents or communications that describe, discuss, refer to, report on, or relate to activities, plans or efforts (whether past, present or future) aimed, intended or directed at lobbying public or other officials regarding any actual, pending, anticipated, possible or potential legislation, including but not limited to, activities aimed, intended or directed at influencing or affecting any actual, pending, anticipated, possible or potential rule, regulation, standard, policy, law or amendment thereto.

### **DOCUMENTS TO BE WITHHELD ON THE BASIS OF PRIVILEGE OR OTHER APPLICABLE PROTECTION**

Pursuant to Federal Rule of Civil Procedure 26(b)(5), Defendants may withhold documents or communications that are otherwise discoverable by claiming that the documents or communications are privileged, or subject to protection as attorney work-product or otherwise, provided that the party expressly makes the claim.

304. Should Defendants choose to withhold from production any documents or communications in the TREC Legal Track Enron Collection on the basis of a claim of privilege, attorney work-product, or any other applicable protection, they should identify all such documents or communications.

***Important procedural note specific to Topic 304:*** Solely for the purpose of the TREC 2010 Legal Track, participants who choose to submit results for Topic 304 should identify any and all documents or communications in the TREC Legal Track Enron Collection that are subject to a claim of privilege, attorney work-product, or other applicable protection, regardless of whether they are responsive to any of the Requests for Production specified above.