

FILED

MAY 18 2010

Clerk, U. S. District Court
Eastern District of Tennessee
At Knoxville

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE

JOHN FARIS AND FARIS PROPERTIES,
LLC, II individually, and on behalf of others
similarly situated,

Plaintiffs,

v.

Civil Action File No. 3:10-cv-222
Phillips/Shirley

TRANSOCEAN, LTD., BP, PLC,
TRANSOCEAN, LTD,
(TRANSOCEAN ENTITY),
TRANSOCEAN OFFSHORE
DEEPWATER DRILLING, INC.,
(TRANSOCEAN ENTITY),
TRANSOCEAN DEEPWATER, INC,
(TRANSOCEAN ENTITY), BP
PRODUCTS NORTH AMERICA, INC.
BP AMERICA, INC;
CAMERON INTERNATIONAL
CORPORATION and, HALIBURTON
ENERGY SERVICES, INC.,

Defendants.

CLASS ACTION COMPLAINT

COMES NOW the Plaintiffs, JOHN FARIS AND FARIS PROPERTIES, LLC, II,
(hereinafter sometimes referred to as "Plaintiffs"), individually, and on behalf of all others
similarly situated. John Faris is a person of the full age of majority and resident of the United
States, Knox County, Tennessee and John Faris Properties, LLC, II, is a Tennessee Limited
Liability Corporation based in Knox County, Tennessee. They respectfully represent as follows:

1. Defendants herein are:

(A) BP, PLC, BP AMERICA, INC. and BP PRODUCTS NORTH AMERICA, INC. hereinafter referred to collectively as "BP", are foreign corporations doing business in this country, including the Gulf of Mexico.

Defendant BP AMERICA, INC. is an Illinois corporation licensed to do business in the State of Tennessee and may be served through their registered agent of service, to wit: C T Corporation System, 800 South Gay Street, Suite 2021, Knoxville, Tennessee 37929

Defendant BP PRODUCTS NORTH AMERICA, INC. is an Illinois corporation licensed to do business in the State of Tennessee and may be served through their registered agent of service, to wit: The Prentice-Hall Corp. System, 2908 Poston Avenue, Nashville, Tennessee 37203

(B) TRANSOCEAN, LTD, (TRANSOCEAN ENTITY), a foreign corporation doing business in this country, including the Gulf of Mexico and may be served through their registered agent of service, to wit: Capital Services, Inc., 615 South Dupont Highway, Dover, Delaware 19901.

(C) TRANSOCEAN OFFSHORE DEEPWATER DRILLING, INC., (TRANSOCEAN ENTITY), a foreign corporation doing business in this country, including the Gulf of Mexico and may be served through their registered agent of service, to wit: Capital Corporate Services, Inc., 800 Brazos, Suite 400, Austin, Texas 78701.

(D) TRANSOCEAN DEEPWATER, INC., (TRANSOCEAN ENTITY), a foreign corporation doing business in this country, including the Gulf of Mexico and may be served through their registered agent of service, to wit: Capital Services, Inc., 615 South Dupont Highway, Dover, Delaware 19901.

(E) HALIBURTON ENERGY SERVICES, INC., hereinafter referred to as “Haliburton”, a foreign corporation doing business in this country, including the Gulf of Mexico and may be served through their registered agent of service, to wit: c/o CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, Alabama 36104.

(F) CAMERON INTERNATIONAL CORPORATION f/k/a COOPER CAMERON CORPORATION (CAMERON), a foreign corporation that manufactured, supplied and/or maintained defective and/or inoperable Blow Out Preventers (BOP) and may be served through their registered agent of service, to wit: c/o CT Corporation System, 2 North Jackson Street, Suite 605, Montgomery, Alabama 36104.

2. This court has jurisdiction over this class action pursuant to (1) 28 U.S.C. § 1332(d)(2), as amended by the Class Action Fairness Act of 2005, Pub. L. 109-2, because the matter in controversy exceeds \$75,000.00, exclusive of interest and costs, and is a class action brought by the citizens of a state that is different from the state where at least one of the Defendants is Incorporated or does business; (2) 28 U.S.C. § 1331, because the claims asserted here in arise under the laws of the United States of America.

3. Plaintiffs, John Faris and Faris Properties, LLC, II are land owners who own Gulf front properties on the Florida Gulf Coast.

4. The Defendants, are justly and truly indebted unto your Plaintiffs, individually, and on behalf of all others similarly situated, for the following reason, to-wit:

5. At all material times, Plaintiffs are landowners who own Gulf front properties in Florida on the Gulf of Mexico. Plaintiffs seek to act as Class Representative for all Tennessee resident property owners with waterfront property or property in the immediate vicinity of the waterfront on the Gulf of Mexico which value has been diminished by the acts of the defendants,

and/or who have lost rental income, and/or who lost the use and enjoyment of their property and/or have suffered other economic and/or compensatory damages.

6. TRANSOCEAN ENTITIES, employed workers aboard the offshore drilling vessel, DEEPWATER HORIZON, a semi-submersible mobile drilling unit that was owned and/or operated and/or chartered and/or controlled by TRANSOCEAN ENTITIES and/or BP and/or BP PRODUCTS and/or BP AMERICA at all material times herein. Defendant herein, HALIBURTON, prior to the explosion, was engaged in cementing operations of the well and well cap and, upon information and belief, improperly and negligently performed these duties, which was a cause of the explosion. Defendant herein, HALIBURTON, prior to the explosion, was engaged in cementing operations of the well and well cap and, upon information and belief, improperly and negligently performed these duties, which was a cause of the explosion. Defendant CAMERON manufactured, supplied, installed and/or maintained defective BOP's that failed to operate and control the oil leak.

7. On or about April 20, 2010 at approximately 10 p.m., on the DEEPWATER HORIZON, which is located 50 miles southeast of Venice, Louisiana, without warning and all of a sudden, an explosion occurred on the vessel, causing its crewmembers to be thrown overboard and killing several crewmembers aboard the vessel.

8. The accident was caused by no fault of the Plaintiffs and was caused solely by the negligence of Defendants as more fully set forth herein. Since the time of the accident a remotely operated vehicle continues to carry out "multiple attempts" to activate the subsea blowout preventer to stop the well from leaking by estimates thousand barrels of crude per day into the Gulf. To date the attempts to shut off the well by use of the subsea blowout preventer have been unsuccessful.

9. Plaintiffs further maintain that Defendants were negligent in responding to disaster, particularly with respect to downplaying the nature, size and extent of the leak and failing to employ adequate responders and/or equipment in field to control the oil slick.

10. As a result of the above described incidents, waterfront property (along with other natural resources) has been harmed to the extent that Plaintiffs, John Faris and Faris Properties, LLC, II and all others similarly situated have experienced a diminution in value, loss of rental income, loss of use and enjoyment of property and other economic damages and compensatory damages.

11. At all times material hereto, the vessel which exploded, was owned, navigated in navigable waters, manned, possessed, managed, controlled, chartered and/or operated by Defendant, TRANSOCEAN ENTITIES and/or BP and/or BP PRODUCTS.

12. This incident occurred as a result of the negligence of Defendants, TRANSOCEAN ENTITIES and/or BP and/or BP PRODUCTS. These acts of negligence render the defendants liable to Plaintiffs pursuant to the provisions of general maritime law for negligence.

13. The explosion was caused by Defendants' violation 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 subsea blowout preventer every two weeks.

14. Defendant BP, BP PRODUCTS and BP AMERICA, INC. knew of the dangers of deep water drilling and failed to take appropriate measures to protect workers, land owners such as the Plaintiffs and the environment.

15. Plaintiffs, John Faris and Faris Properties, LLC, II, individually, and on behalf of all others similarly situated, demand that Defendant, TRANSOCEAN, provide the cost of cleanup

of the thousand plus barrels of crude oil lost daily since the incident and compensate Plaintiffs for their other damages.

CLASS ACTION ALLEGATIONS

a. Numerosity of the class

16. The proposed class is so numerous that joinder is impractical. The disposition of the claims asserted herein through this class action that will be more efficient and will benefit the parties and the court.

b. Predominance of Common Questions of Fact and Law

17. 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 caused and/or contributed to the explosion and oil spill;
- B. Whether Defendants' actions were negligent;
- C. Whether or not the explosion and oil spill have caused environmental or other damage; and,
- D. The amount of damages Plaintiffs and the Class members should receive in

compensation.

c. Typicality

18. Plaintiffs and Class Members have suffered similar harm as a result of Defendants' actions.

d. Adequacy of Representation

19. Plaintiffs will fairly and adequately represent and protect the interest of the members of the class because his interests do not conflict with the interests of the Class Members they

seek to represent. Plaintiffs have no claim antagonistic to those of the class. Plaintiffs have retained counsel competent and experienced in complex class actions.

e. Superiority

20. A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court 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 and the prospect of a race for the courthouse and an equitable allocation of recovery among those with equally meritorious claims. Individual litigation increases the expenses 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.

21. The various claims asserted in the action are certifiable under the provisions of Rule 23 (b)(1) and/or 23(b)(2) 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 member, loss of establishing incompatible standards of conduct for Defendant;

b. The prosecution of separate actions by individual Class members would also create the risk of adjudications with respect to them that would, 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; and,

c. Defendants have acted or refused to act on grounds generally applicable to the entire Class, thereby making appropriate final declaratory and injunctive relief with respect to the class as a whole appropriate.

22. The above-described incidents were caused solely by the negligence of Defendants, TRANSOCEAN ENTITIES and/or BP and/or BP PRODUCTS and HALIBURTON, through their agents, servants and employees, which are more particularly described as follows:

a. Failing to properly operate the Deepwater Horizon;

b. Failing to properly supervise employees upon the Deepwater Horizon;

c. Failing to properly train and/or supervise agents and employees upon the Deepwater Horizon;

d. Failing to properly inspect to assure that the Deepwater Horizon equipment and personnel were fit and utilized for their intended purpose;

e. Failing to provide sufficient personnel to perform operations aboard the Deepwater Horizon;

f. Failing to exercise due care and caution in the operation of the Deepwater Horizon;

g. Failing to promulgate, implement and enforce rules and regulations pertaining to the safe operations of the Deepwater Horizon day wore operating and constructing at the time of the explosion;

h. Inadequate and negligent training and hiring in the construction and maintenance and operation of the Deepwater Horizon;

i. Failing to ascertain that the Deepwater Horizon was free from defects and/or in proper working order;

j. Failure to timely bring the release under control;

k. Failure to react to danger signs; and, such other acts of negligence and omissions as will be shown at the trial of this matter;

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

23. In the further alternative, Plaintiffs, reiterating and re-alleging each and every allegation set forth above, as though set forth herein in extensor, avers the applicability of the doctrine of *res ipsa loquitur*.

24. In addition, and any alternative, any explosion and resulting oil released was caused by defective equipment which was in the care, custody, and control of Defendants. Defendants knew or should have known of these defects and Defendants are, therefore, liable for them.

25. The damages to Plaintiffs and the Class Members were also caused by or aggravated by the fact that Defendants failed to properly respond to the release and take necessary actions to mitigate the danger surrounding community and/or to timely and adequately warn of the release of oil.

26. In addition to the negligent and/or wanton actions described above, and in the alternative thereto the injuries and damages suffered by Plaintiffs and the Class Members were caused by the acts and/or omissions of the Defendants that are beyond proof by the Plaintiffs and the Class Members, but which are within the knowledge and control of the Defendants, there being no other possible conclusion that the explosion and release of oil resulted from the negligence of Defendants. Furthermore, the explosion and the resultant oil released would not have occurred had the Defendants exercise the high degree of care and post on them and Plaintiffs, therefore, plead the doctrine of the *res ipsa loquitur*.

27. Plaintiffs and the Class Members are entitled to a judgment finding Defendants liable to Plaintiffs and the Class Members for damages suffered as a result of Defendants' negligence and/or wantonness and awarding Plaintiffs and the Class Members adequate compensation therefore in amounts determined by the trier of fact.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, JOHN FARIS AND Faris Properties, LLC, II, individually, and on behalf of all others similarly situated, pray that the Defendants, jointly, severally, as follows:

a. An order certifying the class for the purpose of the going forward with any one or all of the causes of action alleged herein; appointing Plaintiffs as the class representative; and appointing undersigned counsel as counsel for the class;

b. Economic and compensatory damages in the amounts to be determined at trial, but not less than the \$5,000,000.00 required by the Class Action Fairness Act which establishes the Court's jurisdiction to hear this case.

c. Punitive damages;

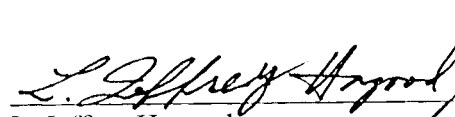
d. Pre-judgment and post-judgment interest at the maximum rate allowable by law;

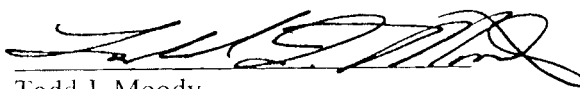
e. Attorney's fees and costs of litigation;

f. Such other and further relief available under all applicable state and federal laws and any relief the court deems just and appropriate, specifically the Oil Pollution Act of 1990 (33 U.S.C. 2701, et seq); and

g. A trial by jury as to all Defendants.

Respectfully submitted,



L. Jeffrey Hagood *by T.J.M. w/permission*


Todd J. Moody
Attorneys for Plaintiffs

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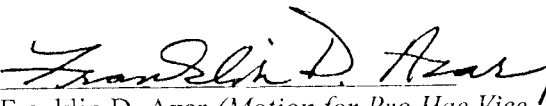
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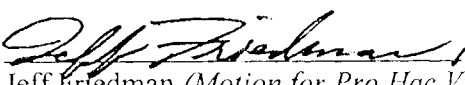
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