

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

DOCKET NO.: 2012-7799

DIVISION: C-10

DANNY HANNA

VERSUS

AUG - 3 2012

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC.,  
CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY AND  
XYZ INSURANCE COMPANY

FILED

DEPUTY CLERK:

PETITION FOR DAMAGES

NOW COMES, through undersigned counsel, Plaintiff DANNY HANNA a person of the  
full age of majority, who respectfully charges the following:

1.

Made Defendants herein are:

- A. SHELL EXPLORATION AND PRODUCTION, INC., a foreign corporation, doing  
business in the City of New Orleans, Parish of Orleans, State of Louisiana;
- B. BRUNEL ENERGY, INC., a foreign corporation, doing business in the City of New  
Orleans, Parish of Orleans, State of Louisiana;
- C. CHARLES PERILLIAT, a person of the full age of majority and resident and  
domiciliary of the Parish of Orleans;
- D. MARK TIPTON, a person of the full age of majority and resident and domiciliary  
of the Parish of Orleans;
- E. 123 INSURANCE COMPANY, a foreign insurer, doing business in the City of New  
Orleans, Parish of Orleans, State of Louisiana; and
- F. XYZ INSURANCE COMPANY, a foreign insurer, doing business in the City of  
New Orleans, Parish of Orleans, State of Louisiana.

2.

Defendants are jointly and severally liable for all damages alleged herein.

3.

At all times pertinent hereto Defendant CHARLES PERILLIAT was in the course and scope  
of his employment for Defendant SHELL EXPLORATION AND PRODUCTION, INC. and

EXHIBIT  
"A"

VERIFIED

(3) c/c at (1) long-term out on 8/14/12  
L.M.

Scanned 11-25-13  
Beth Zurek

8/14/12  
mailed

therefore, Defendant SHELL EXPLORATION AND PRODUCTION, INC. is vicariously liable for all acts committed by its employee CHARLES PERILLIAT under respondeat superior.

4.

At all times pertinent hereto Defendant MARK TIPTON was in the course and scope of his employment for Defendant SHELL EXPLORATION AND PRODUCTION, INC. and therefore, Defendant SHELL EXPLORATION AND PRODUCTION, INC. is vicariously liable for all acts committed by its employee MARK TIPTON under respondeat superior.

5.

Venue is proper in Orleans Parish pursuant to La. C.C.P. 74 in that the violations of the Plaintiff's rights occurred in Orleans Parish at Defendant SHELL EXPLORATION AND PRODUCTION, INC.'s offices at One Shell Square, 701 Poydras Street in the City of New Orleans, Parish of Orleans.

6.

Plaintiff HANNA, was recruited by Defendant BRUNEL ENERGY, INC. out of Houston Texas to work for Defendant SHELL EXPLORATION AND PRODUCTION, INC. as a Cost Engineering Manager.

7.

Plaintiff HANNA, accepted the position and relocated his family to the New Orleans area and began work August 22, 2011 in New Orleans.

8.

While employed by Shell, Mr. Hanna discovered that his direct supervisor, Mr. CHARLES PERILLIAT was moving funds and deleting numbers in reports to corporate officers in order to falsify reports to Kurt Schulemberger, Project Manager and Kimberly McNeely, Finance Manager. These false reports were delivered to the board of directors. The numbers consisted of miscalculations in estimates by Defendant CHARLES PERILLIAT in the funding required to build and complete Subsea Tiebacks in the Gulf of Mexico, project name Cardamom. The false reporting amounted to \$750,000,000.00 plus dollars.

9.

Plaintiff HANNA, discovered these accounting irregularities while working at Defendant SHELL EXPLORATION AND PRODUCTION, INC. in October and November of 2011. As part of Plaintiff HANNA'S regular job duties he was required to report the accounting irregularities and

mis-estimates to the corporate offices. In advance of Plaintiff HANNA making his required reports, Defendant PERILLIAT actually entered Plaintiff HANNA'S computer without permission to falsify and change Plaintiff HANNA'S financial reports.

10.

Defendant PERILLIAT'S actions of delivering false numbers to corporate and in fraudulently changing financial reporting numbers to correct the false numbers violated Louisiana law, amounting to civil fraud, false accounting in violation of La. R.S. 14 § 70, Theft of Business Record in violation of La. R.S. 14 § 20, Unauthorized Use of a Movable in violation of La. R.S. 14 § 68, Bank Fraud in violation of La. R.S. 14 § 71, Disposal of Property with fraudulent or malicious intent in violation of La. R.S. 14 § 72.4, Computer fraud in violation of La. R.S. 14 § 73.5, Unfair Trade Practices Acts in violation of La. R.S. 51 § 1401 *et. seq.* and other violations of State Constitutional Law and Louisiana State Criminal and civil laws.

11.

At all times pertinent hereto, Defendant CHARLES PERILLIAT, violated the contract between Defendant SHELL EXPLORATION AND PRODUCTION, INC. and Defendant BRUNEL ENERGY, INC.

12.

Plaintiff HANNA reported the fraudulent actions of Defendant CHARLES PERILLIAT to his direct supervisor at Defendant SHELL EXPLORATION AND PRODUCTION, INC., Defendant MARK TIPTON. Defendant MARK TIPTON failed to follow the policies and procedures of both Defendants SHELL EXPLORATION AND PRODUCTION, INC. and BRUNEL ENERGY, INC. and breached the agreements and/or contracts between Defendants SHELL EXPLORATION AND PRODUCTION, INC. and BRUNEL ENERGY, INC. and Plaintiff DANNY HANNA. No action was taken by Defendant MARK TIPTON against Defendant CHARLES PERILLIAT.

13.

Plaintiff HANNA reported the fraudulent actions of Defendant CHARLES PERILLIAT to the project manager over the Cardamom Project at Defendant SHELL EXPLORATION AND PRODUCTION, INC., Kurt Schallenburger, but no action was taken against Defendants CHARLES PERILLIAT or MARK TIPTON.

14.

Plaintiff HANNA has experience of over thirty years in this line of work and knows full well the ramifications of delivering fraudulent information to shareholders in a company. The actions of Defendant CHARLES PERILLIAT and MARK TIPTON caused Plaintiff HANNA extreme emotional distress, to the point that Plaintiff HANNA suffered a cardiac event causing him to be hospitalized with cardiac symptoms brought on by stress. This event generated a workers' compensation claim that was NOT paid by Defendant SHELL EXPLORATION AND PRODUCTION, INC.'s workers' compensation insurer.

15.

After making numerous complaints about fraudulent reports with no action taken, Plaintiff HANNA scheduled an appointment with Defendant SHELL EXPLORATION AND PRODUCTION, INC.'s human resource department in Houston for November 11, 2011. While en route to the appointment, Plaintiff HANNA was called via cell phone and terminated and told he would be arrested if he went to SHELL EXPLORATION AND PRODUCTION, INC.'s corporate office in Houston. This was done in reprisal for Plaintiff HANNA making complaints of fraudulent and illegal activity described herein in violation of La. R.S. 23:967.

16.

Defendants CHARLES PERILLIAT, MARK TIPTON and SHELL EXPLORATION AND PRODUCTION, INC. intentionally inflicted emotional distress upon Plaintiff HANNA by harassing and berating Plaintiff HANNA because of his insistence on following company protocols and the law and his insistence upon reporting his findings through the proper channels.

17.

Defendant SHELL EXPLORATION AND PRODUCTION, INC.'S termination of Plaintiff HANNA was a breach of the employment agreement between Defendant SHELL EXPLORATION AND PRODUCTION, INC. and Defendant BRUNEL ENERGY, INC.

18.

Defendant SHELL EXPLORATION AND PRODUCTION, INC.'S termination of Plaintiff HANNA was a breach of the employment agreement between Plaintiff HANNA and Defendant SHELL EXPLORATION AND PRODUCTION, INC.



19.

Defendant SHELL EXPLORATION AND PRODUCTION, INC.'S termination of Plaintiff HANNA was a breach of the employment agreement between Plaintiff HANNA and Defendant BRUNEL ENERGY, INC.

20.

Defendant SHELL EXPLORATION AND PRODUCTION, INC. intentionally interfered with the contract of employment between Plaintiff HANNA and Defendant BRUNEL ENERGY, INC.

21.

Defendant BRUNEL ENERGY, INC. terminated the Service Agreement with Plaintiff HANNA in violation of Defendant BRUNEL ENERGY, INC.'S without good cause in violation of its' own Harassment and Discrimination Policy.

22.

Defendant BRUNEL ENERGY, INC. terminated the Service Agreement with Plaintiff HANNA in violation of Defendant BRUNEL ENERGY, INC.'S without good cause in violation of Defendant BRUNEL ENERGY, INC.'S own Business Standards Policies.

23.

Defendant BRUNEL ENERGY, INC. termination of Plaintiff HANNA violated Defendant BRUNEL ENERGY, INC.'S contract with Defendant SHELL EXPLORATION AND PRODUCTION, INC.'S without good cause in violation of Defendant BRUNEL ENERGY, INC.'S own Business Standards Policies.

24.

Defendant BRUNEL ENERGY, INC.'S termination of Plaintiff HANNA violated Defendant SHELL EXPLORATION AND PRODUCTION, INC.'S employment agreement with Plaintiff HANNA without good cause in violation of Defendant SHELL EXPLORATION AND PRODUCTION, INC.'S own Business Standards Policies.

25.

In addition, and/or in the alternative, Plaintiff HANNA was terminated in retaliation for bringing a workers' compensation claim in violation of La. R.S. 23:1361 for making a workers' compensation claim.

26.

Plaintiff HANNA has a visible birth defect in his right arm in which he has no right hand and smaller right arm. Defendant CHARLES PERILLIAT called Plaintiff HANNA “chicken wing” and asked him to “high five” on an almost weekly basis among other derogatory and discriminating remarks in violation of DANNY HANNA’S rights pursuant to La. Const. Art. 1 § 3 and 12 and La. R.S. 23 § 322 et. seq.

27.

Defendants CHARLES PERILLIAT and SHELL EXPLORATION AND PRODUCTION, INC. intentionally inflicted emotional distress upon Plaintiff HANNA by harassing and berating Plaintiff HANNA because of his disability.

28.

Defendants CHARLES PERILLIAT and SHELL EXPLORATION AND PRODUCTION, INC. intentionally inflicted assault upon Plaintiff HANNA by placing Plaintiff HANNA in imminent apprehension of receiving a harmful or offensive touching by offering to “high five” Plaintiff HANNA on his disabled arm that is missing a hand.

29.

Defendant SHELL EXPLORATION AND PRODUCTION, INC. was negligent in retaining Defendant CHARLES PERILLIAT as an employee with constructive knowledge of Defendant PERILLIAT’S illegal activity and obvious and open tormenting of Plaintiff HANNA.

30.

Defendants CHARLES PERILLIAT, MARK TIPTON and SHELL EXPLORATION AND PRODUCTION, INC. violated Louisiana’s Unfair or Practices Act La. R.S. 51:1405 et. seq. by seeking to compete with other companies in violation of Louisiana State law by acts by deleting files and hiding monies and estimates, deceptive accounting, fraud, false reporting, discrimination based on disability, reprisal against whistleblowers, violations of State of Louisiana constitutional rights, fraud, Theft of Business Records, Unauthorized Use of a Movable, Bank Fraud, Disposal of Property with fraudulent or malicious intent, Computer fraud, and other violations of State Constitutional Law and Louisiana State Criminal and civil laws.

31.

The actions of Defendants CHARLES PERILLIAT, MARK TIPTON and SHELL EXPLORATION AND PRODUCTION, INC. against Plaintiff HANNA in producing and hiding

fraudulent documents, harassing Plaintiff HANNA, discriminating against Plaintiff HANNA and terminating Plaintiff HANNA in reprisal for his complaints was immoral, unethical, oppressive, unscrupulous, substantially injurious to consumers, fraudulent, misrepresentative, deceptive, breach of fiduciary duty, or other unethical conduct.

32.

Plaintiff believes that he was retaliated against for reporting this conduct to Human Resources.

33.

Defendants have further defamed the character and name of Plaintiff HANNA by reporting to third parties that Plaintiff was terminated for job abandonment and has black balled Plaintiff HANNA in the industry causing him ongoing future lost wages and suffering.

34.

Due the acts of the defendants outlined herein, Plaintiff HANNA suffered and continues to suffer:

- A. Conscious pain and suffering;
- B. Physical injury;
- C. Great mental distress;
- D. Humiliation;
- E. Emotional distress;
- F. Loss of income and employment;
- G. Loss of benefits;
- H. Loss of wages;
- I. Loss of anticipated wages which would have resulted from promotion;
- J. Loss of promotion;
- K. Defamation;
- L. Loss of marriage and consortium;
- M. Attorneys fees;
- N. Costs;
- O. Other losses and injuries which will be shown at trial on the merits.

35.

Attorneys fees and costs are available pursuant to La. R.S. 23:303(A), La. R.S. 51:1434, La. R.S. 23:967(B), La. R.S. 23:332, La. R.S. 23:1361(C).

36.

Plaintiff HANNA'S damages should be trebled and penalty damages for \$5,000.00 per occurrence pursuant to La. R.S. 51 § 1407C) and treble damages pursuant to La. R.S. 51:1409 should be awarded for unfair trade practices against Plaintiff HANNA by Defendants because the acts of the Defendants was immoral, unethical, oppressive, unscrupulous, substantially injurious to consumers, fraudulent, misrepresentative, deceptive, breach of fiduciary duty, or other unethical conduct.

37.

Defendants are liable for damages in tort pursuant to La. C.C. Art. 2315 *et seq.* for the intentional and negligent acts of the defendants in trampling the rights of Plaintiff and conduct in breach of the duty owed to Plaintiff by a reasonable business doing business in the State of Louisiana.

38.

Plaintiff HANNA'S disability was a motivating factor in Defendants' decision to terminate him.

39.

Plaintiff HANNA'S reporting of illegal activity to supervisors and/or human resources was a motivating factor in Defendants' decision to terminate him.

40.

Plaintiff HANNA'S workers compensation claim was a motivating factor in Defendant's defendants' decision to terminate him.

41.

At all times pertinent hereto, 123 INSURANCE COMPANY was the insurer of Defendant, SHELL EXPLORATION AND PRODUCTION, INC., and is jointly and severally liable for damages caused by Defendant SHELL EXPLORATION AND PRODUCTION, INC. pursuant to La. R.S. 22 § 1269.

At all times pertinent hereto, XYZ INSURANCE COMPANY was the insurer of Defendant, BRUNEL ENERGY, INC. and is jointly and severally liable for damages caused by Defendant, BRUNEL ENERGY, INC., pursuant to La. R.S. 22 § 1269.

WHEREFORE, Plaintiff DANNY HANNA prays that Defendants SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY and XYZ INSURANCE COMPANY be served with a copy of this petition and that after the expiration of all legal delays and after due proceedings are held that there be judgment rendered in favor of Plaintiff and against Defendants for such damages as are reasonable in the premises, including but not limited to emotional distress, lost wages, statutory damages, attorney's fees and costs together with legal interest thereon from the date of judicial demand until paid and any other relief justice and equity demand.

Respectfully submitted by:



Jean-Paul Robert, Bar # 27628  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Tel: (225) 647-9200  
Fax: (225) 647-9300

**PLEASE SERVE**

Shell Exploration and Production, Inc.  
Through its agent for service of process  
C T Corporation System  
5615 Corporate Boulevard, Ste. 400B  
Baton Rouge, Louisiana 70808

***Via Long Arm***

Brunel Energy, Inc.  
CT Corporation System  
350 N. St. Paul Street, Ste. 2900  
Dallas, TX 75201

Charles Perilliat  
At his place of employment  
Shell Exploration and Production, Inc.  
701 Poydras Street  
New Orleans, Louisiana 70139

Mark Tipton  
At his place of employment  
Shell Exploration and Production, Inc.  
701 Poydras Street  
New Orleans, Louisiana 70139



ATTORNEY'S NAME: Robert, Jean-Paul 27628  
AND ADDRESS: 2315 S. BURNSIDE AVENUE  
GONZALES LA 70737

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

NO: 2012 -- 07799

1

DIVISION: C

SECTION: 10

HANNA, DANNY versus SHELL EXPLORATION AND PRODUCTION, INC., ETAL

## CITATION

TO: SHELL EXPLORATION AND PRODUCTION, INC.  
THROUGH: ITS AGENT FOR SERVICE OF PROCESS: C T CORPORATION SYSTEM  
5615 CORPORATE BOULEVARD  
STE. 400B  
BATON ROUGE LA 70808

## YOU HAVE BEEN SUED:

You must either comply with the demand contained in the petition  
FOR DAMAGES

a certified copy of which accompanies this citation, or file an answer or other legal pleading in the office of the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA, within fifteen (15) days after the service hereof under penalty of default

## ADDITIONAL INFORMATION

Legal assistance is advisable. If you want a lawyer and can't find one, you may call the New Orleans Lawyer Referral Service at 504-561- 8828. This Referral Service operates in conjunction with the New Orleans Bar Association. If you qualify, you may be entitled to free legal assistance through the New Orleans Legal Assistance Corp. You may call them at 800-624-4771 or 504-525-4431.

\*\*\*\*\*COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE\*\*\*\*\*

IN WITNESS HEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA August 14, 2012 .

Clerk's Office, Room 402, Civil Courts  
421 Loyola Avenue  
New Orleans, LA

DALE N. ATKINS, Clerk of  
The Civil District Court  
for the Parish of Orleans  
State of LA

by Janice LeCasse  
Deputy Clerk

## SHERIFF'S RETURN

(for use of process servers only)

## PERSONAL SERVICE

On this \_\_\_\_\_ day of \_\_\_\_\_  
served a copy of the w/i petition  
FOR DAMAGES

On  
SHELL EXPLORATION AND PRODUCTION, INC.

THROUGH: ITS AGENT FOR SERVICE OF PROCESS: C T  
CORPORATION SYSTEM

Returned same day

No.

Deputy Sheriff of \_\_\_\_\_

Mileage: \$ \_\_\_\_\_

Edw / ENTERED /  
PAPER RETURN

01 /  
SERIAL NO. DEPUTY PARISH

## DOMICILIARY SERVICE

On this \_\_\_\_\_ day of \_\_\_\_\_  
served a copy of the w/i petition  
FOR DAMAGES

On  
SHELL EXPLORATION AND PRODUCTION, INC.

THROUGH: ITS AGENT FOR SERVICE OF PROCESS: C T  
CORPORATION SYSTEM

by leaving same at the dwelling house, or usual place of  
abode, in the hands of \_\_\_\_\_  
a person of suitable age and discretion residing therein as  
a member of the domiciliary establishment, whose name  
and other facts connected with this service I learned by  
interrogating HIM / HER the said \_\_\_\_\_  
SHELL EXPLORATION AND PRODUCTION, INC.

being absent from the domicile at time of said service.  
Returned same day

No.

Deputy Sheriff of \_\_\_\_\_

VERIFIED

Janice LeCasse  
Deputy Clerk

Janice LeCasse

RECEIVED  
2012 AUG 15 P 1:33  
ORLEANS PARISH  
SHERIFF'S OFFICE

AUG 22 2012

I made service on the named party through the  
CT Corporation

by tendering a copy of this document to  
LYNETTE BASS

RODERICK THOMAS

by tendering a copy of this document to the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA, within fifteen (15) days after the service hereof under penalty of default

ATTORNEY'S NAME: Robert, Jean-Paul 27628  
AND ADDRESS: 2315 S. BURNSIDE AVENUE  
GONZALES LA 70737

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

NO: 2012 -- 07799

4

DIVISION: C

SECTION: 10

HANNA, DANNY versus SHELL EXPLORATION AND PRODUCTION, INC., ETAL

CITATION

TO: MARK TIPTON, At his place of employment

THROUGH:

SHELL EXPLORATION AND PRODUCTION, INC.  
701 POYDRAS STREET  
NEW ORLEANS

LA 70149

\* Home Address

8089 Winner Circle  
Mandeville, LA 70448

YOU HAVE BEEN SUED:

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FOR DAMAGES

a certified copy of which accompanies this citation, or file an answer or other legal pleading in the office of the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA, within fifteen (15) days after the service hereof under penalty of default

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\*\*\*\*\*COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE\*\*\*\*\*

IN WITNESS HEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA August 14, 2012 .

Clerk's Office, Room 402, Civil Courts  
421 Loyola Avenue  
New Orleans, LA

DALE N. ATKINS, Clerk of  
The Civil District Court  
for the Parish of Orleans  
State of LA

by *[Signature]*  
Deputy Clerk

SHERIFF'S RETURN

(for use of process servers only)

PERSONAL SERVICE

On this \_\_\_\_\_ day of \_\_\_\_\_  
served a copy of the w/i petition  
FOR DAMAGES

On  
MARK TIPTON, At his place of employment

THROUGH:

Returned same day

No.

Deputy Sheriff of \_\_\_\_\_

Mileage: \$ \_\_\_\_\_

*[Signature]* / ENTERED /  
PAPER RETURN

3 / 9107 / 51

SERIAL NO. DEPUTY PARISH

DOMICILIARY SERVICE

On this \_\_\_\_\_ day of \_\_\_\_\_  
served a copy of the w/i petition  
FOR DAMAGES

On  
MARK TIPTON, At his place of employment

THROUGH:

\* by leaving same at the dwelling house, or usual place of  
\* abode, in the hands of \_\_\_\_\_  
\* a person of suitable age and discretion residing therein as  
\* a member of the domiciliary establishment, whose name  
\* and other facts connected with this service I learned by  
\* interrogating HIM / HER the said \_\_\_\_\_  
\* MARK TIPTON, At his place of employment

\* being absent from the domicile at time of said service.  
\* Returned same day

No.

Deputy Sheriff of \_\_\_\_\_

RECEIVED  
2012 AUG 15 P 1:38  
ORLEANS PARISH  
SHERIFF'S OFFICE

RECEIVED  
2012 AUG 15 P 3:03  
ORLEANS PARISH  
SHERIFF'S OFFICE

RECEIVED

*Original*

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

DOCKET NO.: 2012-7799

DANNY HANNA

VERSUS

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC.,  
CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY AND  
XYZ INSURANCE COMPANY

DIVISION: C SEC: 10

FILED

SEP - 7 2012

DEPUTY CLERK

FILED \_\_\_\_\_

DEPUTY CLERK: \_\_\_\_\_

AMENDED AND SUPPLEMENTAL PETITION FOR DAMAGES

NOW COMES, through undersigned counsel, Plaintiff DANNY HANNA a person of the  
full age of majority, who respectfully charges the following:

1.

By amending and supplementing the Petition for Damages with Paragraph 1(A) to read as  
follows:

1(A).

At the time of filing the Petition for Damages, Plaintiff DANNY HANNA was domiciled in  
St. John the Baptist Parish, State of Louisiana.

Plaintiff incorporates the entire original Petition for Damages and hereby supplements  
Paragraph 1(A).

**WHEREFORE**, Petitioner DANNY HANNA prays that this First Amended and  
Supplemental Petition be deemed good and sufficient and that after all legal delays having been had,

there be a judgment rendered in favor of said petitioner, and against said defendants SHELL

	\$	141.00	\$	141.00	\$	0.00
EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES PERILLIAT,						

MARK TIPTON, 123 INSURANCE COMPANY and XYZ INSURANCE COMPANY	\$	141.00	\$	141.00	\$	0.00
--	----	--------	----	--------	----	------

amount equal to a just sum to fully compensate petitioner for all damages, general and special  
TOTAL PAID CASE # 201207799: \$148.50

sustained by the petitioner as aforementioned, together with all costs incurred in the prosecution of  
RECEIPT TOTAL \$148.50

this matter, together with legal interest thereon from date of judicial demand, until paid, and for all  
AMOUNT RECEIVED \$148.50

CHANGE DUE \$.00

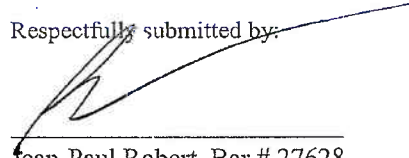
Check #3748 Amt. \$148.50

**VERIFIED** 9/17  
*Kusma*

*No Service Instruction provided 9/17/12*

such other relief justice equity demand.

Respectfully submitted by:



Jean-Paul Robert, Bar # 27628  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Tel: (225) 647-9200  
Fax: (225) 647-9300

**CERTIFICATE OF SERVICE**

I certify that a copy of the Amended Petition for Damages has been sent via facsimile and U.S. mail, postage prepaid, to:

Kindall C. James  
LISKOW & LEWIS  
One Shell Square  
701 Poydras Street, Ste. 5000  
New Orleans, Louisiana 70139

on this 7th day of September, 2012.

By:



Jean-Paul Robert, Bar # 27628  
Attorney at Law, L.L.C.

RETURN

ATTORNEY'S NAME: Robert, Jean-Paul 27628  
 AND ADDRESS: 2315 S. BURNSIDE AVENUE  
 GONZALES LA 70737

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
 STATE OF LOUISIANA

NO: 2012 -- 07799 5 DIVISION: C SECTION: 10

HANNA, DANNY versus SHELL EXPLORATION AND PRODUCTION, INC., ETAL

CITATION

TO: MARK TIPTON, AT his place of employment  
 THROUGH:  
 SHELL EXPLORATION AND PRODUCTION, INC.  
 701 BOYDRAS STREET  
 NEW ORLEANS, LA 70139

8089  
 Winners  
 Circle

YOU HAVE BEEN SUED:

You must either comply with the demand contained in the petition  
 FOR DAMAGES

a certified copy of which accompanies this citation, or file an answer or other legal pleading in the office of the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA, within fifteen (15) days after the service hereof under penalty of default

ADDITIONAL INFORMATION

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\*\*\*\*\*COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE\*\*\*\*\*

IN WITNESS WHEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA September 7, 2012

Clerk's Office, Room 402, Civil Courts  
 421 Loyola Avenue  
 New Orleans, LA

DALE N. ATKINS, Clerk of  
 The Civil District Court  
 for the Parish of Orleans  
 State of LA

by *Ronela M. Atkins*  
 Deputy Clerk

SHERIFF'S RETURN

(for use of process servers only)

PERSONAL SERVICE

On this \_\_\_\_\_ day of \_\_\_\_\_  
 served a copy of the w/i petition  
 FOR DAMAGES

On  
 MARK TIPTON, AT his place of employment

THROUGH:

Returned same day

No.

Deputy Sheriff of \_\_\_\_\_

Mileage: \$ \_\_\_\_\_

PAPER

RETURN

SERIAL NO.

DEPUTY

PARISH

DOMICILIARY SERVICE

On this \_\_\_\_\_ day of \_\_\_\_\_  
 served a copy of the w/i petition  
 FOR DAMAGES

On  
 MARK TIPTON, AT his place of employment

THROUGH:

by leaving same at the dwelling house, or usual place of abode, in the hands of \_\_\_\_\_  
 a person of suitable age and discretion residing therein as a member of the domiciliary establishment, whose name and other facts connected with this service I learned by interrogating HIM / HER the said \_\_\_\_\_  
 MARK TIPTON, AT his place of employment

being absent from the domicile at time of said service.  
 Returned same day

No.

Deputy Sheriff of \_\_\_\_\_



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

2012 SEP 21 P 12:49  
CIVIL DISTRICT COURT

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

**EXCEPTIONS AND ANSWER TO PLAINTIFF'S PETITION FOR DAMAGES**

Defendant Shell Exploration & Production Company ("SEPCO") excepts to and answers  
the original and amended and supplemental petitions for damages filed by plaintiff, Danny  
Hanna ("Hanna"), as follows:

**EXCEPTIONS**

1.

Hanna has no cause of action or right of action against SEPCO with respect to all or some  
of his claims.

**ANSWER**

AND NOW, answering the allegations of the original and amended and supplemental  
petitions for damages, paragraph by paragraph, SEPCO states:

1.

With respect to the allegations of Paragraph 1, SEPCO admits that it is a foreign  
corporation doing business in the City of New Orleans, Parish of Orleans, State of Louisiana.  
The remaining allegations contained in Paragraph 1 pertain to other defendants and require no  
response from SEPCO.

1(A).

The allegations of Paragraph 1(A) are denied for lack of information sufficient to justify a  
belief therein.

VERIFIED  
K. B. 9/21/12

2.

The allegations of Paragraph 2 are denied.

3.

The allegations of Paragraph 3 are denied.

4.

The allegations of Paragraph 4 are denied.

5.

With respect to the allegations of Paragraph 5, SEPCO admits that venue is proper in this Court. The remaining allegations of Paragraph 5 are denied. SEPCO specifically denies that it violated any of Hanna's rights.

6.

With respect to the allegations of Paragraph 6, SEPCO admits that Hanna was recruited by Defendant Brunel Energy, Inc. ("Brunel"), and that he provided services to SEPCO through Brunel. The remaining allegations of Paragraph 6 are denied. SEPCO specifically denies that it employed Hanna.

7.

With respect to the allegations of Paragraph 7, SEPCO admits that Hanna began providing services to SEPCO through Brunel in August of 2011. The remaining allegations of Paragraph 7 are denied.

8.

The allegations of Paragraph 8 are denied.

9.

The allegations of Paragraph 9 are denied.

10.

The allegations of Paragraph 10 are denied.

11.

The allegations of Paragraph 11 are denied.

12.

The allegations of Paragraph 12 are denied. SEPCO specifically denies the existence of any contract between SEPCO and Hanna.

13.

The allegations of Paragraph 13 are denied.

14.

The allegations of Paragraph 14 are denied. SEPCO specifically denies any liability for a workers' compensation claim by Hanna because it was not Hanna's employer, and because Brunel was obligated to provide him with workers' compensation coverage.

15.

The allegations of Paragraph 15 are denied. SEPCO specifically denies any liability in connection with Hanna's claims pursuant to La. Rev. Stat. 23:967 because it was not Hanna's employer, and because he never reported any violation of Louisiana law to SEPCO.

16.

The allegations of Paragraph 16 are denied.

17.

The allegations of Paragraph 17 are denied. SEPCO specifically denies the existence of any "employment agreement" between it and Brunel. SEPCO further states that Hanna has no right of action for any violation of a contract between Brunel and SEPCO.

18.

The allegations of Paragraph 18 are denied. SEPCO specifically denies the existence of any "employment agreement" between it and Hanna.

19.

The allegations of Paragraph 19 are denied. SEPCO further states that it is not bound by any contract between Hanna and Brunel.

20.

The allegations of Paragraph 20 are denied.

21.

The allegations of Paragraph 21 do not pertain to SEPCO and require no response from SEPCO. To the extent a response is deemed required, the allegations of Paragraph 21 are denied.

22.

The allegations of Paragraph 22 do not pertain to SEPCO and require no response from SEPCO. To the extent a response is deemed required, the allegations of Paragraph 22 are denied.

23.

The allegations of Paragraph 23 do not pertain to SEPCO and require no response from SEPCO. To the extent a response is deemed required, the allegations of Paragraph 23 are denied.

24.

The allegations of Paragraph 24 are denied.

25.

The allegations of Paragraph 25 are denied. Hanna has no cause of action against SEPCO for workers' compensation retaliation because SEPCO was not his employer.

26.

The allegations of Paragraph 26 are denied.

27.

The allegations of Paragraph 27 are denied.

28.

The allegations of Paragraph 28 are denied.

29.

The allegations of Paragraph 29 are denied.

30.

The allegations of Paragraph 30 are denied. Hanna has no right of action to pursue any of the claims identified in Paragraph 30.

31.

The allegations of Paragraph 31 are denied.

32.

The allegations of Paragraph 32 are denied.

33.

The allegations of Paragraph 33 are denied.

34.

The allegations of Paragraph 34 are denied.

35.

The allegations of Paragraph 35 are denied.

36.

The allegations of Paragraph 36 are denied.

37.

The allegations of Paragraph 37 are denied.

38.

The allegations of Paragraph 38 are denied.

39.

The allegations of Paragraph 39 are denied.

40.

The allegations of Paragraph 40 are denied.

41.

The allegations of Paragraph 41 are denied.

42.

The allegations of Paragraph 42 are denied.

43.

With regard to Hanna's prayer for relief, SEPCO states that Hanna is not entitled to any of the relief he requests.



**AFFIRMATIVE AND OTHER DEFENSES**

SEPCO now pleads the following affirmative and other defenses:

1.

Hanna's original and amended and supplemental petitions fail to state a claim upon which relief may be granted.

2.

SEPCO reserves all rights to remove this action to federal court in the event that facts become known which make removal proper, including more detailed information about Hanna's citizenship than he has disclosed in his petitions.

3.

Hanna has not sustained any damages as a result of any illegal conduct on the part of SEPCO. Alternatively, Hanna has failed to mitigate any damages he may have sustained.

4.

SEPCO avers that any damages Hanna has sustained were caused by others, including Hanna, for whose actions SEPCO is not responsible and cannot be held liable.

5.

SEPCO cannot be held liable for any acts by employees that were outside the course and scope of their employment.

6.

SEPCO was not bound by any agreement between Hanna and Brunel.

7.

SEPCO avers that it was not Hanna's employer and is not subject to liability for employment discrimination, harassment, or retaliation under the statutes cited in Hanna's complaint.

8.

All actions which SEPCO took toward Hanna were based on good faith, legitimate, non-discriminatory, and non-retaliatory reasons.

9.

Any decision, act or omission by SEPCO regarding Hanna would have been the same in the absence of consideration of any impermissible factor, consideration of any impermissible factor being specifically denied.

10.

The damages Hanna seeks are barred to the extent that discovery may uncover after-acquired evidence that, if known to SEPCO at the time, would have caused it to take the same actions with respect to him.

11.

Hanna has failed to satisfy the statutory/administrative prerequisites for some or all of the claims he has asserted.

12.

Hanna did not experience any conduct sufficiently severe or pervasive enough to alter the conditions of his employment and constitute actionable harassment or discrimination. Alternatively, Hanna's claims are barred, in whole or in part, because reasonable care was exercised to prevent and correct promptly any discriminatory or harassing conduct, and Hanna unreasonably failed to take advantage of preventive or corrective opportunities available to him or to avoid harm otherwise.

13.

Hanna cannot state a cause of action for retaliation because he suffered no action which a reasonable employee would have considered materially adverse or which might well have dissuaded a reasonable worker from making or supporting a charge of discrimination.

14.

SEPCO is not liable under La. Rev. Stat. § 23:967 because Hanna did not act in good faith, did not advise SEPCO of any violation of state law, did not disclose or threaten to disclose a workplace act or practice in violation state law, did not provide information to or testify before any public body conducting an investigation, hearing, or inquire into any violation of state law, or object to or refuse to participate in an employment act or practice in violation of applicable law, and because SEPCO did not commit any violation of state law.

15.

Neither SEPCO nor any of its employees engaged in any conduct that is extreme or outrageous or was intended to cause any injury to Plaintiff.

16.

Hanna's claims under La. Civ. Code Art. 2315 are barred by the exclusive remedy provisions of the Louisiana Worker's Compensation Act, La. Rev. Stat. § 23:1032.

17.

Hanna has no standing or right of action to sue for the criminal law violations alleged in his petition.

18.

Neither SEPCO nor any of its employees have violated any criminal statutes cited in Hanna's petitions.

19.

Hanna has no standing or right of action to sue for any alleged injuries to banks or to SEPCO's shareholders, board of directors, or competitors.

20.

Hanna has no standing or right of action to sue for an alleged breach of any contract between SEPCO and Brunel.

21.

SEPCO owed no fiduciary duty or ethical obligations to Hanna.

22.

SEPCO denies that a causal connection exists between any alleged action or inaction by SEPCO, and any damages or injuries allegedly suffered by Hanna, the existence of which SEPCO specifically denies.

23.

There is no basis for treble damages because Hanna has not satisfied the statutory prerequisites for such damages.

24.

There is no basis for an award of attorney's fees against SEPCO.

25.

SEPCO hereby pleads any and all other affirmative defenses raised by any and all other defendants, except such defenses that may make any allegations against SEPCO.

SEPCO reserves the right to assert additional defenses if and to the extent such defenses become known as a result of discovery.

**DEMAND FOR JURY TRIAL**

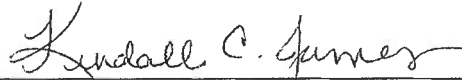
To the extent that Hanna is permitted to take his claims to trial, SEPCO hereby demands that such claims be tried to a jury.

**REQUEST FOR ATTORNEY FEES AND DEFENSE COSTS**

SEPCO is entitled to an order compelling Hanna to reimburse it for all attorney fees, court costs, and other costs of defense pursuant to La. Rev. Stat. 23:303, other statutes, or as otherwise permitted by law.

WHEREFORE, SEPCO prays that all claims asserted against it by Hanna be dismissed, with prejudice, at Hanna's cost. SEPCO further prays that Hanna be ordered to reimburse it for attorneys' fees and all costs incurred in defending this action.

Respectfully submitted,



Thomas J. McGoey II (La. Bar No. 18330)

Kindall C. James (La. Bar No. 31203)

Wm. Brian London (La. Bar No. 33948)

LISKOW & LEWIS

One Shell Square

701 Poydras Street, Suite 5000

New Orleans, Louisiana 70139-5099

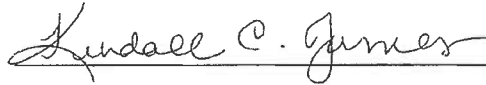
Telephone: (504) 581-7979

Facsimile: (504) 556-4108

Attorneys for Shell Exploration & Production  
Company

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by placing same in the United States mail, properly addressed and postage prepaid, this 21st day of September, 2012.

  
\_\_\_\_\_



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

**EXCEPTIONS AND ANSWER TO PLAINTIFF'S PETITION FOR DAMAGES**

Defendant Mark Tipton ("Tipton") excepts to and answers the original and amended and supplemental petitions for damages filed by plaintiff, Danny Hanna ("Hanna"), as follows:

**EXCEPTIONS**

1.

Hanna has no cause of action or right of action against Tipton with respect to all or some of his claims.

**ANSWER**

AND NOW, answering the allegations of the original and amended and supplemental petitions for damages, paragraph by paragraph, Tipton states:

1.

With respect to the allegations of Paragraph 1, Tipton admits he is of full age and majority. The remaining allegations of Paragraph 1 are denied.

1(A).

The allegations of Paragraph 1(A) are denied for lack of information sufficient to justify a belief therein.

2.

The allegations of Paragraph 2 are denied. Tipton specifically denies any personal liability for the claims asserted in Hanna's original and amended and supplemental petitions.

*[Handwritten signature and date 10-2-12]*

3.

The allegations of Paragraph 3 do not pertain to Tipton and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 3 are denied.

4.

The allegations of Paragraph 4 seek to establish the liability of other defendants and require no response from Tipton. Tipton was not employed by Shell Exploration & Production Company ("SEPCO").

5.

With respect to the allegations of Paragraph 5, Tipton admits that venue is proper in this Court. The remaining allegations of Paragraph 5 are denied. Tipton specifically denies violating any of Hanna's rights.

6.

The allegations of Paragraph 6 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 6 are denied.

7.

With respect to the allegations of Paragraph 7, Tipton admits that Hanna began providing contract services through Hanna's employer, Brunel Energy, Inc. ("Brunel"), in August of 2011. The remaining allegations of Paragraph 7 are denied.

8.

The allegations of Paragraph 8 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 8 are denied. Tipton specifically denies any personal liability for the actions and/or conduct of other defendants.

9.

The allegations of Paragraph 9 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 9 are denied.

10.

The allegations of Paragraph 10 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 10 are denied.

11.

The allegations of Paragraph 11 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 11 are denied.

12.

The allegations of Paragraph 12 are denied. Tipton specifically denies the existence of any contract between himself and Brunel or between himself and Hanna. Tipton further denies that he personally owed any legal duty to Hanna.

13.

The allegations of Paragraph 13 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 13 are denied.

14.

The allegations of Paragraph 14 are denied. Tipton specifically denies any liability for a workers' compensation claim by Hanna because he was not Hanna's employer, and because Brunel was obligated to provide Hanna with workers' compensation coverage.

15.

The allegations of Paragraph 15 are denied. Tipton specifically denies any liability in connection with Hanna's claims pursuant to La. Rev. Stat. 23:967 because he was not Hanna's employer, and because Hanna never reported any violation of Louisiana law to him.

16.

The allegations of Paragraph 16 are denied.

17.

The allegations of Paragraph 17 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 17 are denied.

18.

The allegations of Paragraph 18 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 18 are denied.

19.

The allegations of Paragraph 19 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 19 are denied.

20.

The allegations of Paragraph 20 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 20 are denied.

21.

The allegations of Paragraph 21 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 21 are denied.

22.

The allegations of Paragraph 22 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 22 are denied.

23.

The allegations of Paragraph 23 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 23 are denied.

24.

The allegations of Paragraph 24 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 24 are denied.

25.

The allegations of Paragraph 25 are denied. Hanna has no cause of action against Tipton for workers' compensation retaliation because Tipton was not his employer.

26.

The allegations of Paragraph 26 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 26 are denied.

27.

The allegations of Paragraph 27 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 27 are denied.

28.

The allegations of Paragraph 28 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 28 are denied.

29.

The allegations of Paragraph 29 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 29 are denied.

30.

The allegations of Paragraph 30 are denied. Hanna has no right of action to pursue any of the claims identified in Paragraph 30, and Tipton specifically denies any personal liability for the violations alleged in Paragraph 30.

31.

The allegations of Paragraph 31 are denied.

32.

The allegations of Paragraph 32 are denied.

33.

The allegations of Paragraph 33 are denied.

34.

The allegations of Paragraph 34 are denied.

35.

The allegations of Paragraph 35 are denied. Tipton specifically denies any personal liability under the statutes identified in Paragraph 35.

36.

The allegations of Paragraph 36 are denied.

37.

The allegations of Paragraph 37 are denied. Tipton specifically denies that he owed any personal duty to Hanna. Tipton also denies personal liability for the conduct of any other defendant.

38.

The allegations of Paragraph 38 are denied. Tipton was not Hanna's employer and therefore, has no personal liability with respect to any decision to terminate his employment.

39.

The allegations of Paragraph 39 are denied.

40.

The allegations of Paragraph 40 are denied.

41.

The allegations of Paragraph 41 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 41 are denied.

42.

The allegations of Paragraph 42 pertain to other defendants and require no response from Tipton. To the extent a response is deemed required, the allegations of Paragraph 42 are denied.

43.

With regard to Hanna's prayer for relief, Tipton states that Hanna is not entitled to any of the relief he requests.

**AFFIRMATIVE AND OTHER DEFENSES**

Tipton now pleads the following affirmative and other defenses:

1.

Hanna's original and amended and supplemental petitions fail to state a claim upon which relief may be granted.

2.

Tipton reserves all rights to remove this action to federal court in the event that facts become known which make removal proper, including more detailed information about Hanna's citizenship than he has disclosed in his petitions.

3.

Hanna has not sustained any damages as a result of any illegal conduct on the part of Tipton. Alternatively, Hanna has failed to mitigate any damages he may have sustained.

4.

Tipton avers that any damages Hanna has sustained were caused by others, including Hanna, for whose actions Tipton is not responsible and cannot be held liable.

5.

Tipton did not employ Defendant Charles Perrilliat or any of the other individuals identified in Hanna's original and amended and supplemental petitions. Thus, there is no basis for finding personal liability against Tipton for their conduct.

6.

Tipton was not bound by any alleged agreement between Hanna and Brunel, Hanna and SEPCO, or SEPCO and Brunel.

7.

Tipton avers that he was not Hanna's employer and is not subject to liability for employment discrimination, harassment, or retaliation under the statutes cited in Hanna's complaint.

8.

Tipton did not personally owe any duty to Hanna and is not liable in his personal capacity for any of the claims asserted in Hanna's original and amended and supplemental petitions.

9.

All actions that Tipton took toward Hanna were based on good faith, legitimate, non-discriminatory, and non-retaliatory reasons.

10.

Any decision, act or omission by Tipton regarding Hanna would have been the same in the absence of consideration of any impermissible factor, consideration of any impermissible factor being specifically denied.

11.

The damages Hanna seeks are barred to the extent that discovery may uncover after-acquired evidence that, if known to Tipton at the time, would have caused him to take the same actions with respect to Hanna.

12.

Hanna has failed to satisfy the statutory/administrative prerequisites for some or all of the claims he has asserted.



13.

Hanna did not experience any conduct sufficiently severe or pervasive enough to alter the conditions of his employment and constitute actionable harassment or discrimination. Alternatively, Hanna's claims are barred, in whole or in part, because reasonable care was exercised to prevent and correct promptly any discriminatory or harassing conduct, and Hanna unreasonably failed to take advantage of preventive or corrective opportunities available to him or to avoid harm otherwise.

14.

Hanna cannot state a cause of action for retaliation because he suffered no action which a reasonable employee would have considered materially adverse or which might well have dissuaded a reasonable worker from making or supporting a charge of discrimination.

15.

Tipton is not liable under La. Rev. Stat. § 23:967 because Hanna did not act in good faith, did not advise Tipton of any violation of state law, did not disclose or threaten to disclose a workplace act or practice in violation state law, did not provide information to or testify before any public body conducting an investigation, hearing, or inquire into any violation of state law, or object to or refuse to participate in an employment act or practice in violation of applicable law, and because Tipton did not commit any violation of state law.

16.

Tipton did not engage in any conduct that is extreme or outrageous or was intended to cause any injury to Hanna.

17.

Hanna's claims under La. Civ. Code Art. 2315 are barred by the exclusive remedy provisions of the Louisiana Worker's Compensation Act, La. Rev. Stat. § 23:1032.

18.

Hanna has no standing or right of action to sue for the criminal law violations alleged in his petition.

19.

Tipton did not violate any of the criminal statutes cited in Hanna's petitions.

20.

Hanna has no standing or right of action to sue for any alleged injuries to banks or to SEPCO's shareholders, board of directors, or competitors.

21.

Hanna has no standing or right of action to sue for an alleged breach of contract between any of the defendants.

22.

Tipton owed no fiduciary duty or ethical obligations to Hanna.

23.

Tipton denies that a causal connection exists between any alleged action or inaction by Tipton, and any damages or injuries allegedly suffered by Hanna, the existence of which Tipton specifically denies.

24.

The negligence, want of care, and/or legal fault of persons and/or entities for whom Tipton is not and may not be held responsible, including Hanna, were intervening and superseding causes of Hanna's alleged damages, thus barring or diminishing any recovery against Tipton.

25.

There is no basis in fact or in law for an award of treble damages or attorney's fees against Tipton in his personal capacity.

26.

Hanna has not satisfied the statutory prerequisites for an award of treble damages.

27.

Tipton hereby pleads any and all other affirmative defenses raised by any and all other defendants, except such defenses that may make any allegations against Tipton.

Tipton reserves the right to assert additional defenses if and to the extent such defenses become known as a result of discovery.

**DEMAND FOR JURY TRIAL**

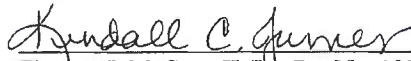
To the extent that Hanna is permitted to take his claims to trial, Tipton hereby demands that such claims be tried to a jury.

**REQUEST FOR ATTORNEY FEES AND DEFENSE COSTS**

Tipton is entitled to an order compelling Hanna to reimburse him for all attorney fees, court costs, and other costs of defense pursuant to La. Rev. Stat. 23:303, other statutes, or as otherwise permitted by law.

WHEREFORE, Tipton prays that all claims asserted against him by Hanna be dismissed, with prejudice, at Hanna's cost. Tipton further prays that Hanna be ordered to reimburse him for attorneys' fees and all costs incurred in defending this action.

Respectfully submitted,



Thomas J. McGoey II (La. Bar No. 18330)

Kindall C. James (La. Bar No. 31203)

Wm. Brian London (La. Bar No. 33948)

LISKOW & LEWIS

One Shell Square

701 Poydras Street, Suite 5000

New Orleans, Louisiana 70139-5099

Telephone: (504) 581-7979

Facsimile: (504) 556-4108

Attorneys for Defendants Shell Exploration &  
Production Company and Mark Tipton

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by placing same in the United States mail, properly addressed and postage prepaid, this 3rd day of October, 2012.

Kendall C. James

FILED  
OCT 3 2012  
U.S. DISTRICT COURT  
DISTRICT OF COLUMBIA

Filed by:  
Logan

## CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

CASE NO. 2012-7799

DANNY HANNA

VERSUS

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC.,  
CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY AND  
XYZ INSURANCE COMPANY

DIVISION 10

JUL 11 2012

DEPUTY CLERK

FILED: \_\_\_\_\_

DEPUTY CLERK

**BRUNEL ENERGY, INC.'S  
ANSWER AND AFFIRMATIVE DEFENSES**

DALE N. ATKINS

CLERK CIVIL DISTRICT COURT

NOW INTO COURT, through undersigned counsel, comes defendant, Brunel Energy, Inc. ("Brunel"), and, with a full reservation of rights, files the following Answer, including affirmative defenses, in response to the Petition for Damages filed by plaintiff, Danny Hanna, on or about August 8, 2012 ("Petition")... Brunel denies each and every allegation in plaintiff's Petition, except as may be hereinafter expressly admitted, and, avers:

21 LOYOLA AVENUE - ROOM 402  
NEW ORLEANS, LA 70112**FIRST DEFENSE**

DATE: 10/12/2012 at 12:17

CASE#: 2012 - 07799 SEC.: 10

RECEIPT#: 353420

The Petition fails to state a claim against Brunel upon which relief can be granted.

PRICE

PAID

BAL

**SECOND DEFENSE**

Plaintiff's claims and damages, if any, are barred in whole or in part by Plaintiff's own negligence and/or fault.

ANSWER

\$ 272.00 \$ 272.00 \$ 0.00

**THIRD DEFENSE**

FAY FEES

\$ 25.00 \$ 25.00 \$ 0.00

Plaintiff has failed to mitigate his damages, if any.

**FOURTH DEFENSE**

TOTAL PAID CASE # 201207799: \$297.00

Plaintiff's claims are barred to the extent that Plaintiff failed to timely and properly exhaust all necessary administrative, statutory and/or jurisdictional prerequisites for the commencement of this action.

RECEIPT TOTAL \$297.00

AMOUNT RECEIVED \$297.00

CHANGE DUE \$0.00

Check #24451 Amt. \$297.00

10/17/12  
Pru  
dun

**FIFTH DEFENSE**

Plaintiff's claims are barred by the doctrines of laches, waiver, and/or estoppel.

**SIXTH DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

**SEVENTH DEFENSE**

Brunel acted at all times in good faith and upon reasonable grounds and made all decisions based upon reasonable factors other than disability, retaliation, and/or any other protected status.

**EIGHTH DEFENSE**

Plaintiff's claims are barred in whole or in part because Brunel did not employ either Charles Perilliat or Mark Tipton, and thus is not vicariously liable for their alleged actions.

**NINTH DEFENSE**

Plaintiff's damages are speculative in nature, and thus are not recoverable.

**TENTH DEFENSE**

Plaintiff's claims are frivolous, without foundation, vexatious, and/or brought in bad faith.

**ELEVENTH DEFENSE**

Plaintiff's claims are barred, in whole or in part, or his damages are reduced, by his failure to report the alleged wrongful conduct, including but not limited to harassment, assault, discrimination, and retaliation to Brunel.

**TWELFTH DEFENSE**

If Brunel discovers or otherwise learns of evidence to which the "after acquired evidence" doctrine applies, Plaintiff's recovery shall be barred or limited pursuant to that doctrine.

**THIRTEENTH DEFENSE**

Brunel was not bound by any agreement between Shell Exploration and Production, Inc. ("SEPCO") and Hanna.

**FOURTEENTH DEFENSE**

Plaintiff did not experience any conduct that would rise to the level to constitute actionable harassment, discrimination, or retaliation.

**FIFTEENTH DEFENSE**

Brunel took all reasonable care to prevent and promptly correct any discriminatory or harassing conduct, but Plaintiff unreasonably failed to take advantage of preventive or corrective opportunities available to him.

**SIXTEENTH DEFENSE**

Brunel is not liable under La. Rev. Stat. § 23:967 because plaintiff did not act in good faith, did not advise Brunel of any violation of state law, did not disclose or threaten to disclose a workplace act or practice in violation of state law, did not provide information to or testify before any public body conducting an investigation, hearing, or inquire into any violation of state law, or object to or refuse to participate in an employment act or practice in violation of applicable law, and because Brunel did not commit any violation of state law.

**SEVENTEENTH DEFENSE**

Plaintiff's claims under La. Civ. Code Art. 2315 are barred by the exclusive remedy provisions of the Louisiana Worker's Compensation Act, La. Rev. Stat. § 23:1032.

**EIGHTEENTH DEFENSE**

Plaintiff never made a worker's compensation claim with Brunel, and thus could not have been retaliated against upon that basis.

**NINETEENTH DEFENSE**

Brunel avers that any alleged statement made by it regarding Plaintiff was and is true, constituted a privileged communication to a third party, or was made without malice or fault.

**TWENTIETH DEFENSE**

Brunel denies that a causal connection exists between any alleged action or inaction by Brunel, and any damages or injuries allegedly suffered by Plaintiff, the existence of which Brunel specifically denies.



**TWENTY-FIRST DEFENSE**

There is no basis for treble damages because Plaintiff has not satisfied the statutory prerequisites for such damages.

**TWENTY-SECOND DEFENSE**

There is no basis for an award of attorney's fees against Brunel.

**TWENTY-THIRD DEFENSE**

Brunel hereby pleads any and all other affirmative defenses raised by any and all other defendants, except such defenses that may make any allegations against Brunel.

**TWENTY-FOURTH DEFENSE**

Brunel reserves the right to assert additional defenses if and to the extent such defenses become known as a result of discovery.

**AND NOW**, further answering the separately enumerated allegations in Plaintiff's Petition, Brunel represents that:

1.

Brunel admits that it is a foreign corporation doing business in the City of New Orleans, Parish of Orleans, State of Louisiana. The remaining allegations contained in Paragraph 1 pertain to other defendants and require no response from Brunel.

2.

The allegations of Paragraph 2 are denied.

3.

The allegations of Paragraph 3 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

4.

The allegations of Paragraph 4 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

5.

Brunel admits that venue is proper in this Court. The remaining allegations of Paragraph 5 do not apply to Brunel, and do not require a response from Brunel. To the extent a response is required, the remaining allegations in Paragraph 5 are denied for lack of sufficient information to justify a belief therein.

6.

Brunel admits that it arranged for Hanna to provide certain services to SEPCO. The remaining allegations of Paragraph 6 are denied.

7.

Brunel admits that Hanna began providing services to SEPCO in or around August 2011. The remaining allegations of Paragraph 7 are denied.

8.

The allegations of Paragraph 8 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

9.

The allegations of Paragraph 9 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

10.

The allegations of Paragraph 10 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

11.

The allegations of Paragraph 11 are denied for lack of information sufficient to justify a belief therein.

12.

The allegations of Paragraph 12 are denied for lack of information sufficient to justify a belief therein.

13.

The allegations of Paragraph 13 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

14.

The allegations of Paragraph 14 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

15.

The allegations of Paragraph 15 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

16.

The allegations of Paragraph 16 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

17.

The allegations of Paragraph 17 are denied for lack of sufficient information to justify a belief therein. Brunel specifically denies the existence of an "employment agreement" between it and SEPCO.

18.

The allegations of Paragraph 18 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

19.

The allegations of Paragraph 19 are denied for lack of sufficient information to justify a belief therein. Brunel further states SEPCO was not a party to any agreement between Hanna and Brunel.

20.

The allegations of Paragraph 20 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

21.

The allegations of Paragraph 21 are denied.

22.

The allegations of Paragraph 22 are denied.

23.

The allegations of Paragraph 23 are denied.

24.

The allegations of Paragraph 24 are denied.

25.

The allegations of Paragraph 25 are denied.

26.

The allegations of Paragraph 26 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

27.

The allegations of Paragraph 27 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

28.

The allegations of Paragraph 28 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

29.

The allegations of Paragraph 29 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

30.

The allegations of Paragraph 30 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

31.

The allegations of Paragraph 31 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

32.

The allegations of Paragraph 32 are denied.

33.

The allegations of Paragraph 33 are denied.

34.

The allegations of Paragraph 34 and all sub-parts therein are denied.

35.

The allegations of Paragraph 35 state legal conclusions that do not require a response from Brunel. To the extent a response is required, the allegations are denied.

36.

The allegations of Paragraph 36 are denied.

37.

The allegations of Paragraph 37 are denied.

38.

The allegations of Paragraph 38 are denied.

39.

The allegations of Paragraph 39 are denied.

40.

The allegations of Paragraph 40 are denied.

41.

The allegations of Paragraph 41 do not pertain to Brunel and require no response from Brunel. To the extent a response is required, the allegations are denied for lack of sufficient information to justify a belief therein.

42.

The allegations of Paragraph 42 are denied.

43.

The allegations of plaintiff's WHEREFORE paragraph and the requests for relief therein are denied.

**WHEREFORE**, Brunel prays that its Answer and Affirmative Defenses to plaintiff's Petition for Damages be deemed good and sufficient and, after due proceedings had, that there be judgment in favor of Brunel Energy, Inc. and against Danny Hanna, dismissing his claims with prejudice and at his costs as to Brunel Energy, Inc. and for such other further equitable relief as the Court may deem just and proper.

Respectfully submitted,

BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ

By:

  
STEVEN F. GRIFFITH, JR. (#27232)

KATHLYN G. PEREZ (#30668)

201 St. Charles Avenue, Suite 3600

New Orleans, Louisiana 70170

Telephone: (504) 566-5200

Facsimile: (504) 636-4000

*Attorneys for Defendant,  
Brunel Energy, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 11th day of October 2012, a copy of the foregoing pleading was served on all known counsel of record via U. S. Mail, hand delivery, facsimile and/or email.

  
KATHLYN G. PEREZ



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

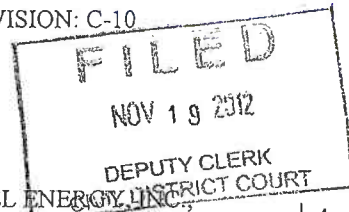
DOCKET NO.: 2012-7799

DIVISION: C-10

DANNY HANNA

VERSUS

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC.,  
CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY AND  
XYZ INSURANCE COMPANY



FILED \_\_\_\_\_

DEPUTY CLERK: \_\_\_\_\_

**PLAINTIFF DANNY HANNA'S  
UNOPPOSED MOTION FOR LEAVE OF COURT  
TO FILE SECOND AMENDED AND SUPPLEMENTAL PETITION FOR DAMAGES**

NOW INTO COURT, through undersigned counsel, comes Plaintiff DANNY HANNA who respectfully requests that this Honorable Court grant him leave to supplement and amend his initial Petition as follows:

DALE N. ATKINS  
CLERK, CIVIL DISTRICT COURT  
100 CIVIL COURTS BUILDING  
400 Poyola Avenue - Room 100  
New Orleans, LA 70112  
504-597-9100

1.

Plaintiff filed suit on August 8, 2012.

2.

Plaintiff named SHELL EXPLORATION AND PRODUCTION, INC. as a defendant. The correct name is SHELL EXPLORATION AND PRODUCTION COMPANY.

CASE NO. 2012-7799 SEC. 10  
FILED NOV 19 2012

3.

PROCL 1011 1011

Plaintiff also request to name SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. as an additional Defendant.

SUPPLEMENTAL AND/OR AMENDING PETITION  
\$ 10.00 \$ 10.00 \$  
TOTAL FEES

4.

Counsel for Plaintiff DANNY HANNA respectfully requests leave to amend and supplement his petition to replace SHELL EXPLORATION AND PRODUCTION, INC. in the original petition with SHELL EXPLORATION AND PRODUCTION COMPANY and to add SHELL INTERNATIONAL EXPLORATION AND PRODUCTION INC. as an additional Defendant.

FILED NOV 19 2012  
TOTAL PAID CASE # 2012-7799 \$101.00  
RECEIVED TOTAL \$101.00

5.

PAID 01 100

Defendants, SHELL EXPLORATION AND PRODUCTION, INC., SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. And MARK TIPTON are represented by Kindall James who has no objection to this amendment.


Case # 2012-7799  
Grand \$101.00



3-CLC out 11-20-12 Nyma Jefferson

WHEREFORE, Plaintiff/Mover DANNY HANNA requests leave of this Honorable Court pursuant to La. C.C.P Art. 1151 to amend and supplement his original Petition for Damages to correct the name of Shell Exploration and Production Company and add Defendant, Shell International Exploration and Production, Inc. with all amendments and claims relating back to the original filing.

Respectfully submitted by:

  
Jean-Paul Robert, Bar # 27628  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Tel: (225) 647-9200  
Fax: (225) 647-9300

**CERTIFICATE OF SERVICE**

I hereby certify that the preceding Motion for Leave to Amend and Supplement has been delivered via facsimile and U.S. Postal Service, postage prepaid to:


SHELL EXPLORATION AND PRODUCTION COMPANY  
SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.  
MARK TIPTON  
Through its counsel of record  
Kindall C. James  
LISKOW & LEWIS  
One Shell Square  
701 Poydras Street, Ste. 5000  
New Orleans, Louisiana 70139

BRUNEL ENERGY, INC.  
Through its counsel of Record  
Kathlyn G. Perez  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
201 St. Charles Avenue, Suite 3600  
New Orleans, Louisiana 70170

Matthew W. Langenberg  
Attorney at Law  
Law Office of John L. Young  
915 St. Louis Street  
New Orleans, Louisiana 70112

on this 19<sup>th</sup> day of November, 2012.

By:

  
Jean-Paul Robert, Bar # 27628

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

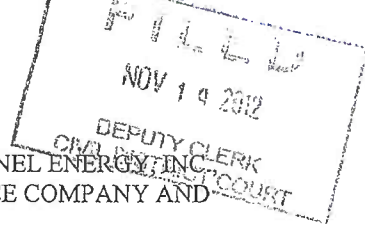
DOCKET NO.: 2012-7799

DIVISION-C-10

DANNY HANNA

VERSUS

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC.,  
CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY AND  
XYZ INSURANCE COMPANY



FILED \_\_\_\_\_


DEPUTY CLERK: \_\_\_\_\_

**ORDER**

CONSIDERING the foregoing Plaintiff DANNY HANNA'S Unopposed Motion for Leave of Court to Amend and Supplement Original Petition to correct the name of Shell Exploration and Production Company and to name Shell International Exploration and Production, Inc. as an additional defendant,

IT IS HEREBY ORDERED, that Plaintiff DANNY HANNA'S Unopposed Motion for Leave of Court to Amend and Supplement Original Petition is granted

THUS DONE and signed this 20<sup>th</sup> day of Nov., 2012, at New Orleans, Louisiana.

  
\_\_\_\_\_  
JUDGE

*Approved  
M. C.*

**PLEASE SERVE THE ORDER TO THE FOLLOWING:**


SHELL EXPLORATION AND PRODUCTION COMPANY  
SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.  
MARK TIPTON  
Through its counsel of record  
Kindall C. James  
LISKOW & LEWIS  
One Shell Square  
701 Poydras Street, Ste. 5000  
New Orleans, Louisiana 70139

ENTERED ON MINUTE:

NOV 27 2012

BRUNEL ENERGY, INC.  
Through its counsel of Record  
Kathlyn G. Perez  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
201 St. Charles Avenue, Suite 3600  
New Orleans, Louisiana 70170

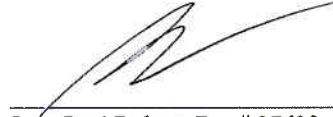
**VERIFIED**  
Myrie Jefferson  
Deputy Clerk

  
11-26-12

Matthew W. Langenberg  
Attorney at Law  
Law Office of John L. Young  
915 St. Louis Street  
New Orleans, Louisiana 70112

on this 19<sup>th</sup> day of November, 2012.

by:

A handwritten signature in black ink, appearing to be 'JP Robert', written over a horizontal line.

Jean-Paul Robert, Bar # 27628  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Tel: (225) 647-9200  
Fax: (225) 647-9300

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

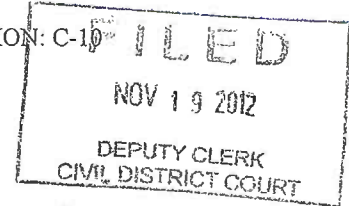
DOCKET NO.: 2012-7799

DIVISION: C-10

DANNY HANNA

VERSUS

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC.,  
CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY AND  
XYZ INSURANCE COMPANY



FILED \_\_\_\_\_

DEPUTY CLERK: \_\_\_\_\_

**SECOND AMENDED AND SUPPLEMENTAL PETITION FOR DAMAGES**

NOW COMES, through undersigned counsel, Plaintiff DANNY HANNA a person of the  
full age of majority, who respectfully charges the following:

I.

By amending, supplementing and restating the Petition for Damages as follows:

"1.

Made Defendants herein are:

- A. SHELL EXPLORATION AND PRODUCTION COMPANY, a foreign corporation, doing business in the City of New Orleans, Parish of Orleans, State of Louisiana;
- B. BRUNEL ENERGY, INC., a foreign corporation, doing business in the City of New Orleans, Parish of Orleans, State of Louisiana;
- C. CHARLES PERILLIAT, a person of the full age of majority and resident and domicilliary of the Parish of Orleans;
- D. MARK TIPTON, a person of the full age of majority and resident and domicilliary of the Parish of Orleans;
- E. 123 INSURANCE COMPANY, a foreign insurer, doing business in the City of New Orleans, Parish of Orleans, State of Louisiana; and
- F. XYZ INSURANCE COMPANY, a foreign insurer, doing business in the City of New Orleans, Parish of Orleans, State of Louisiana.
- G. SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC., a foreign corporation doing business in the City of New Orleans, State of Louisiana;

VERIFIED  
Myris Jefferson  
Deputy Clerk

3-C/C Out 11-26-12  
Myris Jefferson

11-26-12

2.

Defendants are jointly and severally liable for all damages alleged herein.

3.

At all times pertinent hereto Defendant CHARLES PERILLIAT was in the course and scope of his employment for Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. and therefore, Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. is vicariously liable for all acts committed by its employee CHARLES PERILLIAT under respondeat superior.

4.

At all times pertinent hereto Defendant MARK TIPTON was in the course and scope of his employment for Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. and therefore, Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. is vicariously liable for all acts committed by its employee MARK TIPTON under respondeat superior.

5.

Venue is proper in Orleans Parish pursuant to La. C.C.P. 74 in that the violations of the Plaintiff's rights occurred in Orleans Parish at Defendant SHELL EXPLORATION AND PRODUCTION COMPANY's AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.'s offices at One Shell Square, 701 Poydras Street in the City of New Orleans, Parish of Orleans.

6.

Plaintiff HANNA, was recruited by Defendant BRUNEL ENERGY, INC. out of Houston Texas to work for Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. as a Cost Engineering Manager.

7.

Plaintiff HANNA, accepted the position and relocated his family to the New Orleans area and began work August 22, 2011 in New Orleans.

8.

While employed by SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. , Mr. Hanna discovered that his direct supervisor, Mr. CHARLES PERILLIAT was moving funds and deleting numbers in reports to corporate officers in order to falsify reports to Kurt Schulemberger, Project Manager and Kimberly McNeely, Finance Manager. These false reports were delivered to the board of directors. The numbers consisted of miscalculations in estimates by Defendant CHARLES PERILLIAT in the funding required to build and complete Subsea Tiebacks in the Gulf of Mexico, project name Cardamom. The false reporting amounted to \$750,000,000.00 plus dollars.

9.

Plaintiff HANNA, discovered these accounting irregularities while working at Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. in October and November of 2011. As part of Plaintiff HANNA'S regular job duties he was required to report the accounting irregularities and mis-estimates to the corporate offices. In advance of Plaintiff HANNA making his required reports, Defendant PERILLIAT actually entered Plaintiff HANNA'S computer without permission to falsify and change Plaintiff HANNA'S financial reports.

10.

Defendant PERILLIAT'S actions of delivering false numbers to corporate and in fraudulently changing financial reporting numbers to correct the false numbers violated Louisiana law, amounting to civil fraud, false accounting in violation of La. R.S. 14 § 70, Theft of Business Record in violation of La. R.S. 14 § 20, Unauthorized Use of a Movable in violation of La. R.S. 14 § 68, Bank Fraud in violation of La. R.S. 14 § 71, Disposal of Property with fraudulent or malicious intent in violation of La. R.S. 14 § 72.4, Computer fraud in violation of La. R.S. 14 § 73.5, Unfair Trade Practices Acts in violation of La. R.S. 51 § 1401 *et. seq.* and other violations of State Constitutional Law and Louisiana State Criminal and civil laws.

11.

At all times pertinent hereto, Defendant CHARLES PERILLIAT, violated the Agreement and/or Service Agreement and/or Contract between Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. and Defendant BRUNEL ENERGY, INC.



12.

Plaintiff HANNA reported the fraudulent actions of Defendant CHARLES PERILLIAT to his direct supervisor at Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. , Defendant MARK TIPTON. Defendant MARK TIPTON failed to follow the policies and procedures of both Defendants SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. and BRUNEL ENERGY, INC. and breached the agreements and/or service agreements and/or contracts between Defendants SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. and BRUNEL ENERGY, INC. and Plaintiff DANNY HANNA. No action was taken by Defendant MARK TIPTON against Defendant CHARLES PERILLIAT.

13.

Plaintiff HANNA reported the fraudulent actions of Defendant CHARLES PERILLIAT to the project manager over the Cardamom Project at Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC., Kurt Schallenburger, but no action was taken against Defendants CHARLES PERILLIAT or MARK TIPTON.

14.

Plaintiff HANNA has experience of over thirty years in this line of work and knows full well the ramifications of delivering fraudulent information to shareholders in a company. The actions of Defendant CHARLES PERILLIAT and MARK TIPTON caused Plaintiff HANNA extreme emotional distress, to the point that Plaintiff HANNA suffered a cardiac event causing him to be hospitalized with cardiac symptoms brought on by stress. This event generated a workers' compensation claim that was NOT paid by Defendant SHELL EXPLORATION AND PRODUCTION COMPANY's AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.'s workers' compensation insurer.

15.

After making numerous complaints about fraudulent reports with no action taken, Plaintiff HANNA scheduled an appointment with Defendant SHELL EXPLORATION AND PRODUCTION COMPANY's AND/OR SHELL INTERNATIONAL EXPLORATION AND

PRODUCTION, INC.'s human resource department in Houston for November 11, 2011. While en route to the appointment, Plaintiff HANNA was called via cell phone and terminated and told he would be arrested if he went to SHELL EXPLORATION AND PRODUCTION COMPANY's AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.'s corporate office in Houston. This was done in reprisal for Plaintiff HANNA making complaints of fraudulent and illegal activity described herein in violation of La. R.S. 23:967.

16.

Defendants CHARLES PERILLIAT, MARK TIPTON and SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. intentionally inflicted emotional distress upon Plaintiff HANNA by harassing and berating Plaintiff HANNA because of his insistence on following company protocols and the law and his insistence upon reporting his findings through the proper channels.

17.

Defendant SHELL EXPLORATION AND PRODUCTION COMPANY'S AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. termination of Plaintiff HANNA was a breach of the employment agreement and/or Service Agreement between Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. and Defendant BRUNEL ENERGY, INC.

18.

Defendant SHELL EXPLORATION AND PRODUCTION COMPANY'S AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.'s termination of Plaintiff HANNA was a breach of the employment agreement and/or Service Agreement between Plaintiff HANNA and Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.

19.

Defendant SHELL EXPLORATION AND PRODUCTION COMPANY'S AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.'s termination of Plaintiff HANNA was a breach of the employment agreement and/or Service Agreement between Plaintiff HANNA and Defendant BRUNEL ENERGY, INC.

20.

Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. intentionally interfered with the Agreement and/or Service Agreement and/or Contract of employment between Plaintiff HANNA and Defendant BRUNEL ENERGY, INC.

21.

Defendant BRUNEL ENERGY, INC. terminated the Service Agreement with Plaintiff HANNA in violation of Defendant BRUNEL ENERGY, INC.'S without good cause in violation of its' own Harassment and Discrimination Policy.

22.

Defendant BRUNEL ENERGY, INC. terminated the Service Agreement with Plaintiff HANNA in violation of Defendant BRUNEL ENERGY, INC.'S without good cause in violation of Defendant BRUNEL ENERGY, INC.'S own Business Standards Policies.

23.

Defendant BRUNEL ENERGY, INC. termination of Plaintiff HANNA violated Defendant BRUNEL ENERGY, INC.'S Contract and/or Service Agreement and/or Agreement with Defendant SHELL EXPLORATION AND PRODUCTION COMPANY'S AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. without good cause in violation of Defendant BRUNEL ENERGY, INC.'S own Business Standards Policies.

24.

Defendant BRUNEL ENERGY, INC.'S termination of Plaintiff HANNA violated Defendant SHELL EXPLORATION AND PRODUCTION COMPANY'S AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.'s employment agreement and/or service agreement and/or contract and/or agreement with Plaintiff HANNA without good cause in violation of Defendant SHELL EXPLORATION AND PRODUCTION COMPANY'S AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.'s own Business Standards Policies.

25.

In addition, and/or in the alternative, Plaintiff HANNA was terminated in retaliation for bringing a workers' compensation claim in violation of La. R.S. 23:1361 for making a workers' compensation claim.

26.

Plaintiff HANNA has a visible birth defect in his right arm in which he has no right hand and smaller right arm. Defendant CHARLES PERILLIAT called Plaintiff HANNA "chicken wing" and asked him to "high five" on an almost weekly basis among other derogatory and discriminating remarks in violation of DANNY HANNA'S rights pursuant to La. Const. Art. 1 § 3 and 12 and La. R.S. 23 § 322 et. seq.

27.

Defendants CHARLES PERILLIAT and SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. intentionally inflicted emotional distress upon Plaintiff HANNA by harassing and berating Plaintiff HANNA because of his disability.

28.

Defendants CHARLES PERILLIAT and SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. intentionally inflicted assault upon Plaintiff HANNA by placing Plaintiff HANNA in imminent apprehension of receiving a harmful or offensive touching by offering to "high five" Plaintiff HANNA on his disabled arm that is missing a hand.

29.

Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. was negligent in retaining Defendant CHARLES PERILLIAT as an employee with constructive knowledge of Defendant PERILLIAT'S illegal activity and obvious and open tormenting of Plaintiff HANNA.

30.

Defendants CHARLES PERILLIAT, MARK TIPTON and SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. violated Louisiana's Unfair or Practices Act La. R.S. 51:1405 et. seq. by seeking to compete with other companies in violation of Louisiana State law by acts by deleting files and hiding monies and estimates, deceptive accounting, fraud, false reporting, discrimination based on disability, reprisal against whistleblowers, violations of State of Louisiana constitutional rights, fraud, Theft of Business Records, Unauthorized Use of a Movable, Bank Fraud, Disposal of Property with fraudulent or malicious intent, Computer fraud, and other violations of State Constitutional Law

and Louisiana State Criminal and civil laws.

31.

The actions of Defendants CHARLES PERILLIAT, MARK TIPTON and SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. against Plaintiff HANNA in producing and hiding fraudulent documents, harassing Plaintiff HANNA, discriminating against Plaintiff HANNA and terminating Plaintiff HANNA in reprisal for his complaints was immoral, unethical, oppressive, unscrupulous, substantially injurious to consumers, fraudulent, misrepresentative, deceptive, breach of fiduciary duty, or other unethical conduct.

32.

Plaintiff believes that he was retaliated against for reporting this conduct to Human Resources.

33.

Defendants have further defamed the character and name of Plaintiff HANNA by reporting to third parties that Plaintiff was terminated for job abandonment and has black balled Plaintiff HANNA in the industry causing him ongoing future lost wages and suffering.

34.

Due the acts of the defendants outlined herein, Plaintiff HANNA suffered and continues to suffer:

- A. Conscious pain and suffering;
- B. Physical injury;
- C. Great mental distress;
- D. Humiliation;
- E. Emotional distress;
- F. Loss of income and employment;
- G. Loss of benefits;
- H. Loss of wages;
- I. Loss of anticipated wages which would have resulted from promotion;
- J. Loss of promotion;
- K. Defamation;
- L. Loss of marriage and consortium;

- M. Attorneys fees;
- N. Costs;
- O. Other losses and injuries which will be shown at trial on the merits.

35.

Attorneys fees and costs are available pursuant to La. R.S. 23:303(A), La. R.S. 51:1434, La. R.S. 23:967(B), La. R.S. 23:332, La. R.S. 23:1361(C).

36.

Plaintiff HANNA'S damages should be trebled and penalty damages for \$5,000.00 per occurrence pursuant to La. R.S. 51 § 1407C) and treble damages pursuant to La. R.S. 51:1409 should be awarded for unfair trade practices against Plaintiff HANNA by Defendants because the acts of the Defendants was immoral, unethical, oppressive, unscrupulous, substantially injurious to consumers, fraudulent, misrepresentative, deceptive, breach of fiduciary duty, or other unethical conduct.

37.

Defendants are liable for damages in tort pursuant to La. C.C. Art. 2315 *et seq.* for the intentional and negligent acts of the defendants in trampling the rights of Plaintiff and conduct in breach of the duty owed to Plaintiff by a reasonable business doing business in the State of Louisiana.

38.

Plaintiff HANNA'S disability was a motivating factor in Defendants' decision to terminate him.

39.

Plaintiff HANNA'S reporting of illegal activity to supervisors and/or human resources was a motivating factor in Defendants' decision to terminate him.

40.

Plaintiff HANNA'S workers compensation claim was a motivating factor in Defendant's defendants' decision to terminate him.

41.

At all times pertinent hereto, 123 INSURANCE COMPANY was the insurer of Defendant, SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. , and is jointly and severally liable for damages caused

by Defendant SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC. pursuant to La. R.S. 22 § 1269.

42.

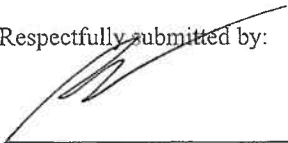
At all times pertinent hereto, XYZ INSURANCE COMPANY was the insurer of Defendant, BRUNEL ENERGY, INC. and is jointly and severally liable for damages caused by Defendant, BRUNEL ENERGY, INC., pursuant to La. R.S. 22 § 1269.

43.

This amendment is supplemental and incorporates all previous filings and relates back to the date of the original filing.

WHEREFORE, Plaintiff DANNY HANNA prays that Defendants SHELL EXPLORATION AND PRODUCTION COMPANY AND/OR SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY and XYZ INSURANCE COMPANY be served with a copy of this second amended and supplemental petition for damages and that after the expiration of all legal delays and after due proceedings are held that there be judgment rendered in favor of Plaintiff and against Defendants for such damages as are reasonable in the premises, including but not limited to emotional distress, lost wages, statutory damages, attorney's fees and costs together with legal interest thereon from the date of judicial demand until paid and any other relief justice and equity demand.

Respectfully submitted by:



Jean-Paul Robert, Bar # 27628  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Tel: (225) 647-9200  
Fax: (225) 647-9300



CERTIFICATE OF SERVICE

I hereby certify that the preceding Second Amended and Supplemental Petition for Damages has been delivered via U.S. Postal Service Certified Mail to:


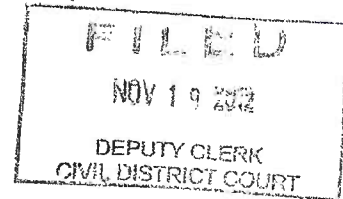
SHELL EXPLORATION AND PRODUCTION COMPANY  
SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC.  
MARK TIPTON  
Through its counsel of record  
Kindall C. James  
LISKOW & LEWIS  
One Shell Square  
701 Poydras Street, Ste. 5000  
New Orleans, Louisiana 70139

BRUNEL ENERGY, INC.  
Through its counsel of Record  
Kathlyn G. Perez  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
201 St. Charles Avenue, Suite 3600  
New Orleans, Louisiana 70170

Matthew W. Langenberg  
Attorney at Law  
Law Office of John L. Young  
915 St. Louis Street  
New Orleans, Louisiana 70112

on this 19<sup>th</sup> day of November, 2012.

by:

  
\_\_\_\_\_  
Jean-Paul Robert, Bar # 27628  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Tel: (225) 647-9200  
Fax: (225) 647-9300



ATTORNEY'S NAME: Robert, Jean-Paul 27628  
AND ADDRESS: 2315 S. BURNSIDE AVENUE  
GONZALES LA 70737

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

NO: 2012 -- 07799

7

DIVISION: C

SECTION: 10

HANNA, DANNY versus SHELL EXPLORATION AND PRODUCTION, INC., ETAL

CITATION

TO: BRUNEL ENERGY, INC.

THROUGH: ITS COUNSEL OF RECORD: KATHLYN G. PEREZ  
201 ST. CHARLES AVENUE, SUITE 3600

NEW ORLEANS

LA 70170

YOU HAVE BEEN SUED:

You must either comply with the demand contained in the petition  
SECOND AMENDED AND SUPPLEMENTAL PETITION FOR DAMAGES

a certified copy of which accompanies this citation, or file an answer or other legal pleading in the office of the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA, within fifteen (15) days after the service hereof under penalty of default

ADDITIONAL INFORMATION

Legal assistance is advisable. If you want a lawyer and can't find one, you may call the New Orleans Lawyer Referral Service at 504-561- 8828. This Referral Service operates in conjunction with the New Orleans Bar Association. If you qualify, you may be entitled to free legal assistance through the New Orleans Legal Assistance Corp. You may call them at 800-624-4771 or 504-525-4431.

\*\*\*\*\*COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE\*\*\*\*\*

IN WITNESS HEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA November 26, 2012

Clerk's Office, Room 402, Civil Courts  
421 Loyola Avenue  
New Orleans, LA

DALE N. ATKINS, Clerk of  
The Civil District Court  
for the Parish of Orleans  
State of LA

by   
Deputy Clerk

SHERIFF'S RETURN

(for use of process servers only)

PERSONAL SERVICE

On this 28 day of Mar  
2012 served a copy of the w/i petition  
SECOND AMENDED AND SUPPLEMENTAL PETITION FOR  
DAMAGES

On  
BRUNEL ENERGY, INC.

DOMICILIARY SERVICE

\* On this \_\_\_\_\_ day of \_\_\_\_\_  
\* \_\_\_\_\_ served a copy of the w/i petition  
\* SECOND AMENDED AND SUPPLEMENTAL PETITION FOR  
\* DAMAGES

\* On  
\* BRUNEL ENERGY, INC.

THROUGH: ITS COUNSEL OF RECORD: KATHLYN G. PEREZ

THROUGH: ITS COUNSEL OF RECORD: KATHLYN G. PEREZ

\* by leaving same at the dwelling house, or usual place of  
\* abode, in the hands of \_\_\_\_\_  
\* a person of suitable age and discretion residing therein as  
\* a member of the domiciliary establishment, whose name  
\* and other facts connected with this service I learned by  
\* interrogating HIM / HER the said \_\_\_\_\_  
\* BRUNEL ENERGY, INC.

\* being absent from the domicile at time of said service.  
\* Returned same day

No.

Deputy Sheriff of \_\_\_\_\_

Mileage: \$

UN / ENTERED / MA  
PAPER RETURN  
5 / 9106  
SERIAL NO. DEPUTY PARISH

VERIFIED  
Merlin M. Jackson  
Deputy Clerk

12/5/12

ATTORNEY'S NAME: Robert, Jean-Paul 27628  
AND ADDRESS: 2315 S. BURNSIDE AVENUE  
GONZALES LA 70737

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

NO: 2012 -- 07799 8 DIVISION: C SECTION: 16  
HANNA, DANNY versus SHELL EXPLORATION AND PRODUCTION, INC., ETAL

CITATION

TO: MATTHEW W. LANGENBERG., ATTORNEY AT LAW  
THROUGH:  
915 ST. LOUIS STREET  
NEW ORLEANS LA 70112

YOU HAVE BEEN SUED:

You must either comply with the demand contained in the petition  
SECOND AMENDED AND SUPPLEMENTAL PETITION FOR DAMAGES

a certified copy of which accompanies this citation, or file an answer or other legal pleading in the office of the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA, within fifteen (15) days after the service hereof under penalty of default

ADDITIONAL INFORMATION

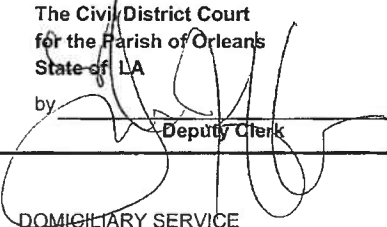
Legal assistance is advisable. If you want a lawyer and can't find one, you may call the New Orleans Lawyer Referral Service at 504-561- 8828. This Referral Service operates in conjunction with the New Orleans Bar Association. If you qualify, you may be entitled to free legal assistance through the New Orleans Legal Assistance Corp. You may call them at 800-624-4771 or 504-525-4431.

\*\*\*\*\*COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE\*\*\*\*\*

IN WITNESS WHEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA November 26, 2012

Clerk's Office, Room 402, Civil Courts  
421 Loyola Avenue  
New Orleans, LA

DALE N. ATKINS, Clerk of  
The Civil District Court  
for the Parish of Orleans  
State of LA

by  Deputy Clerk

SHERIFF'S RETURN

(for use of process servers only)

PERSONAL SERVICE

On this 30 day of Nov  
12 served a copy of the w/i petition  
SECOND AMENDED AND SUPPLEMENTAL PETITION FOR  
DAMAGES

On  
MATTHEW W. LANGENBERG., ATTORNEY AT LAW

THROUGH: Prm Bergeron

Returned same day

Shaw No. 703  
Deputy Sheriff of

Mileage: \$ UN

UN / ENTERED / mm  
PAPER 9801 RETURN  
SERIAL NO. DEPUTY PARISH

DOMICILIARY SERVICE

\* On this \_\_\_\_\_ day of \_\_\_\_\_  
\* \_\_\_\_\_ served a copy of the w/i petition  
\* SECOND AMENDED AND SUPPLEMENTAL PETITION FOR  
\* DAMAGES

\* On  
\* MATTHEW W. LANGENBERG., ATTORNEY AT LAW

\* THROUGH:

\* by leaving same at the dwelling house, or usual place of  
\* abode, in the hands of \_\_\_\_\_  
\* a person of suitable age and discretion residing therein as  
\* a member of the domiciliary establishment, whose name  
\* and other facts connected with this service I learned by  
\* interrogating HIM / HER the said \_\_\_\_\_  
\* MATTHEW W. LANGENBERG., ATTORNEY AT LAW

\* being absent from the domicile at time of said service.

\* Returned same day

\* Shaw No. \_\_\_\_\_  
\* Deputy Sheriff of

**VERIFIED**  
Janice LeCesne  
Deputy Clerk

Janice LeCesne  
12/11/12

**FILED**  
# 2012 DEC -6 P 1:09  
CIVIL DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERRILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

**EXCEPTIONS AND ANSWER TO PLAINTIFF'S SECOND AMENDED  
AND SUPPLEMENTAL PETITION FOR DAMAGES**

Defendants Shell Exploration & Production Company ("SEPCO"), Shell International  
Exploration and Production Inc. ("SIEP"), Mark Tipton ("Tipton"), and Charles Perrilliat  
("Perrilliat") (referred to collectively as "Defendants") except to and answer the second amended  
and supplemental petition for damages filed by plaintiff, Danny Hanna ("Hanna"), as follows:

**EXCEPTIONS**

1.

Hanna has no cause of action or right of action against Defendants with respect to all or  
some of his claims.

**ANSWER**

AND NOW, answering the allegations of Hanna's second amended and supplemental  
petition for damages, paragraph by paragraph, Defendants state:

1.

With respect to the allegations of Paragraph 1, it is admitted that SEPCO and SIEP are  
foreign corporations doing business in the City of New Orleans, Parish of Orleans, State of  
Louisiana, and that Tipton and Perrilliat are of full age and majority. The remaining allegations  
contained in Paragraph are denied.

DALE H. ATKINS	CLERK CIVIL DISTRICT COURT	402 CIVIL DISTRICT BUILDING	421 LOUISIANA AVENUE - ROOM 402	NEW ORLEANS, LA 70112	504-582-9100
DATE: 12/6/2012 at 13:12	CASE# 2012-07799 SEC.: 10	RECEIVED: 12/6/2012	PAID	BAL	
EXCEPTION	4.00 \$	94.00 \$	0.00		
RENDERED FOR JURY	0.00 \$	780.00 \$	0.00		
TOTAL PAID	98.00 \$				
TOTAL DUE	98.00 \$				
RECEIVED \$274.00					
PAID \$274.00					
CHECK # 8985					
TOTAL PAID	98.00 \$				
TOTAL DUE	98.00 \$				
TOTAL PAID	98.00 \$				
TOTAL DUE	98.00 \$				

**VERIFIED**  
Myrie Jefferson  
Deputy Clerk

2.

The allegations of Paragraph 2 are denied. Tipton and Perrilliat specifically deny any personal liability for the claims asserted in Hanna's original, amended and supplemental, and second amended and supplemental petitions.

3.

With respect to the allegations in Paragraph 3, Defendants admit that Perrilliat was employed by SIEP during the relevant time period. The remaining allegations of Paragraph 3 are denied. Perrilliat was not employed by SEPCO.

4.

With respect to the allegations in Paragraph 4, Defendants admit that Tipton was employed by SIEP during the relevant time period. The remaining allegations of Paragraph 4 are denied. Tipton was not employed by SEPCO.

5.

With respect to the allegations of Paragraph 5, Defendants admit that venue is proper in this Court. The remaining allegations of Paragraph 5 are denied. Defendants specifically deny violating any of Hanna's rights.

6.

With respect to the allegations of Paragraph 6, Defendants admit that Hanna was recruited by Defendant Brunel Energy, Inc. ("Brunel"), and that Hanna provided cost engineering contract services to SIEP through his employment with Brunel. The remaining allegations of Paragraph 6 are denied. SIEP and SEPCO specifically deny employing Hanna. SEPCO further states that it was not the recipient of any contract services provided by Hanna.

7.

With respect to the allegations of Paragraph 7, Defendants admit that Hanna began providing cost engineering contract services to SIEP beginning in August of 2011. The remaining allegations of Paragraph 7 are denied.

8.

The allegations of Paragraph 8 are denied.

9.

The allegations of Paragraph 9 are denied.

10.

The allegations of Paragraph 10 are denied.

11.

The allegations of Paragraph 11 are denied. SEPCO specifically denies the existence of any contract between it and Brunel related to the contract engineering services provided by Hanna. Defendants further state that Perrilliat was not personally bound by any contract between Brunel and SIEP, and that that Hanna has no right of action against any of the Defendants for an alleged violation of any contract between Brunel and SIEP.

12.

The allegations of Paragraph 12 are denied. Tipton specifically denies that he personally owed any legal duty to Hanna.

13.

The allegations of Paragraph 13 are denied.

14.

The allegations of Paragraph 14 are denied. SEPCO and SIEP specifically deny any liability for a workers' compensation claim by Hanna because they were not Hanna's employer, and because Hanna's employer Brunel was obligated to provide him with workers' compensation coverage.

15.

The allegations of Paragraph 15 are denied. Defendants specifically deny any liability in connection with Hanna's claims pursuant to La. Rev. Stat. 23:967 because they were not Hanna's employer, and because Hanna never reported any violation of Louisiana law to Defendants.

16.

The allegations of Paragraph 16 are denied.

17.

The allegations of Paragraph 17 are denied. SEPCO and SIEP further state that neither of them had an “employment agreement” with Brunel.

18.

The allegations of Paragraph 18 are denied. SEPCO and SIEP specifically deny the existence of any “employment agreement” with Hanna. Hanna was employed by Brunel, not by SEPCO or SIEP.

19.

The allegations of Paragraph 19 are denied. Defendants further state that they are not bound by any contract between Hanna and Brunel.

20.

The allegations of Paragraph 20 are denied.

21.

The allegations of Paragraph 21 do not pertain to SEPCO, SIEP, Tipton, or Perrilliat and require no response from these defendants. To the extent a response is deemed required, the allegations of Paragraph 21 are denied.

22.

The allegations of Paragraph 22 do not pertain to SEPCO, SIEP, Tipton, or Perrilliat and require no response from these defendants. To the extent a response is deemed required, the allegations of Paragraph 22 are denied.

23.

The allegations of Paragraph 23 do not pertain to SEPCO, SIEP, Tipton, or Perrilliat and require no response from these defendants. To the extent a response is deemed required, the allegations of Paragraph 23 are denied.

24.

The allegations of Paragraph 24 are denied.

25.

The allegations of Paragraph 25 are denied. Hanna has no cause of action against SEPCO, SIEP, Tipton, or Perrilliat for workers' compensation retaliation because none of these defendants were his employer.

26.

The allegations of Paragraph 26 are denied.

27.

The allegations of Paragraph 27 are denied.

28.

The allegations of Paragraph 28 are denied.

29.

The allegations of Paragraph 29 are denied.

30.

The allegations of Paragraph 30 are denied. Hanna has no right of action to pursue any of the claims identified in Paragraph 30.

31.

The allegations of Paragraph 31 are denied.

32.

The allegations of Paragraph 32 are denied.

33.

The allegations of Paragraph 33 are denied.

34.

The allegations of Paragraph 34 are denied.

35.

The allegations of Paragraph 35 are denied.

36.

The allegations of Paragraph 36 are denied.

37.

The allegations of Paragraph 37 are denied.



38.

The allegations of Paragraph 38 are denied.

39.

The allegations of Paragraph 39 are denied.

40.

The allegations of Paragraph 40 are denied.

41.

The allegations of Paragraph 41 are denied.

42.

The allegations of Paragraph 42 do not pertain to SEPCO, SIEP, Tipton or Perrilliat and require no response from these defendants. To the extent a response is deemed required, the allegations of Paragraph 42 are denied.

43.

The allegations of Paragraph 43 require no response from Defendants. All denials and defenses raised in the answers previously filed by Tipton and SEPCO to Plaintiff's original and amended and supplemental petitions are specifically incorporated herein.

With regard to Hanna's prayer for relief, Defendants state that Hanna is not entitled to any of the relief he requests.

#### **AFFIRMATIVE AND OTHER DEFENSES**

Defendants now plead the following affirmative and other defenses:

1.

Hanna's original, amended and supplemental, and second amended and supplemental petitions fail to state a claim upon which relief may be granted.

2.

Defendants reserve all rights to remove this action to federal court in the event that facts become known which make removal proper, including more detailed information about Hanna's citizenship than he has disclosed in his petitions.



3.

Hanna has not sustained any damages as a result of any illegal conduct on the part of Defendants. Alternatively, Hanna has failed to mitigate any damages he may have sustained.

4.

Defendants aver that any damages Hanna has sustained were caused by others, including Hanna, for whose actions Defendants are not responsible and cannot be held liable.

5.

Defendants are not bound by any agreement between Hanna and Brunel.

6.

Defendants aver that they were not Hanna's employer and are not subject to liability for employment discrimination, harassment, or retaliation under the statutes cited in Hanna's complaint.

7.

All actions that Defendants took toward Hanna were based on good faith, legitimate, non-discriminatory, and non-retaliatory reasons.

8.

Any decision, act or omission by Defendants regarding Hanna would have been the same in the absence of consideration of any impermissible factor, consideration of any impermissible factor being specifically denied.

9.

The damages Hanna seeks are barred to the extent that discovery may uncover after-acquired evidence that, if known to Defendants at the time, would have caused them to take the same actions with respect to him.

10.

Hanna has failed to satisfy the statutory/administrative prerequisites for some or all of the claims he has asserted.

11.

Hanna did not experience any conduct sufficiently severe or pervasive enough to alter the conditions of his employment and constitute actionable harassment or discrimination.

Alternatively, Hanna's claims are barred, in whole or in part, because reasonable care was exercised to prevent and correct promptly any discriminatory or harassing conduct, and Hanna unreasonably failed to take advantage of preventive or corrective opportunities available to him or to avoid harm otherwise.

12.

Hanna cannot state a cause of action for retaliation because he suffered no action which a reasonable employee would have considered materially adverse or which might well have dissuaded a reasonable worker from making or supporting a charge of discrimination.

13.

Defendants are not liable under La. Rev. Stat. § 23:967 because Hanna did not act in good faith, did not advise Defendants of any violation of state law, did not disclose or threaten to disclose a workplace act or practice in violation state law, did not provide information to or testify before any public body conducting an investigation, hearing, or inquire into any violation of state law, or object to or refuse to participate in an employment act or practice in violation of applicable law, and because Defendants did not employ Hanna or commit any violation of state law.

14.

Neither Defendants nor any employees of SEPCO or SIEP engaged in any conduct that is extreme or outrageous or was intended to cause any injury to Plaintiff.

15.

Hanna's claims under La. Civ. Code Art. 2315 are barred by the exclusive remedy provisions of the Louisiana Worker's Compensation Act, La. Rev. Stat. § 23:1032.

16.

Hanna has no standing or right of action to sue for the criminal law violations alleged in his petition.

17.

Neither Defendants nor any employees of SEPCO or SIEP have violated any criminal statutes cited in Hanna's petitions.

18.

Hanna has no standing or right of action to sue for any alleged injuries to banks or to SEPCO or SIEP's shareholders, board of directors, or competitors.

19.

Hanna has no standing or right of action to sue for an alleged breach of any contract between SEPCO and Brunel or SIEP and Brunel.

20.

Defendants owed no fiduciary duty or ethical obligations to Hanna.

21.

Defendants deny that a causal connection exists between any alleged action or inaction by Defendants, and any damages or injuries allegedly suffered by Hanna, the existence of which Defendants specifically deny.

22.

Neither SEPCO nor SIEP can be held liable for any acts by employees that were outside the course and scope of their employment.

23.

Tipton did not employ Perrilliat or any of the other individuals identified in Hanna's original, amended and supplemental, and second amended and supplemental petitions. Thus, there is no basis for finding personal liability against Tipton for their conduct.

24.

Perrilliat did not employ Tipton or any of the other individuals identified in Hanna's original, amended and supplemental, and second amended and supplemental petitions. Thus, there is no basis for finding personal liability against Perrilliat for their conduct.

25.

Neither Tipton nor Perrilliat were bound by any alleged agreement between Brunel and SEPCO or Brunel and SIEP.

26.

Neither Tipton nor Perrilliat were bound by any alleged agreement between Hanna and SEPCO or Hanna and SIEP, the existence of any such agreements being specifically denied.

27.

Neither Tipton nor Perrilliat are liable in their personal capacities for any of the claims asserted in Hanna's original, amended and supplemental, and second amended and supplemental petitions.

28.

Hanna never made any worker's compensation claim, and thus could not have been retaliated against upon that basis.

29.

Defendants aver that any alleged statement made by them regarding Hanna was and is true, constituted a privileged communication to a third party, and/or was made without malice or fault.

30.

The negligence, want of care, and/or legal fault of persons and/or entities for whom Defendants are not and may not be held responsible, including Hanna, were intervening and superseding causes of Hanna's alleged damages, thus barring or diminishing any recovery against Defendants.

31.

There is no basis for treble damages because Hanna has not satisfied the statutory prerequisites for such damages.

32.

There is no basis for an award of attorney's fees against Defendants.

33.

There is no legal basis for any award of attorney's fees or damages against either Tipton or Perrilliat in their personal capacities.

34.

Defendants hereby plead any and all other affirmative defenses raised by defendant Brunel, except such defenses that may make any allegations against Defendants.

Defendants reserve the right to assert additional defenses if and to the extent such defenses become known as a result of discovery.

**DEMAND FOR JURY TRIAL**


To the extent that Hanna is permitted to take his claims to trial, Defendants hereby demand that such claims be tried to a jury.

**REQUEST FOR ATTORNEY FEES AND DEFENSE COSTS**

Defendants are entitled to an order compelling Hanna to reimburse them for all attorney fees, court costs, and other costs of defense pursuant to La. Rev. Stat. 23:303, other statutes, or as otherwise permitted by law.

WHEREFORE, Defendants pray that all claims asserted against them by Hanna be dismissed, with prejudice, at Hanna's cost. Defendants further pray that Hanna be ordered to reimburse them for attorneys' fees and all costs incurred in defending this action.

Respectfully submitted,



Thomas J. McGoey II (La. Bar No. 18330)

Kindall C. James (La. Bar No. 31203)

Wm. Brian London (La. Bar No. 33948)

LISKOW & LEWIS

One Shell Square

701 Poydras Street, Suite 5000

New Orleans, Louisiana 70139-5099

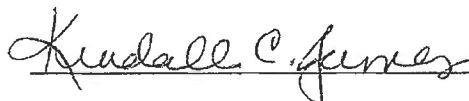
Telephone: (504) 581-7979

Facsimile: (504) 556-4108

Attorneys for Shell Exploration & Production  
Company, Shell International and Exploration Inc.,  
Mark Tipton, and Charles Perrilliat

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by placing same in the United States mail, properly addressed and postage prepaid, this 6th day of December, 2012.



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

CASE NO. 2012-7799

DIVISION "G-10"

DANNY HANNA

VERSUS

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC.  
CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY AND  
XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK  
CIVIL DISTRICT COURT

DEC 13 2012

**BRUNEL ENERGY, INC.'S ANSWER AND AFFIRMATIVE  
DEFENSES TO PLAINTIFF'S AMENDED AND SUPPLEMENTAL AND  
SECOND AMENDED AND SUPPLEMENTAL PETITIONS FOR DAMAGES**

NOW INTO COURT, through undersigned counsel, comes defendant, Brunel Energy, Inc. ("Brunel"), and, with a full reservation of rights, files the following Answer, including affirmative defenses, in response to plaintiff, Danny Hanna's Amended and Supplemental Petition for Damages filed on September 7, 2012 ("Amended Petition") and Second Amended and Supplemental Petition for Damages filed on or about November 19, 2012 ("Second Amended Petition"). Brunel denies each and every allegation in plaintiff's Amended Petition and Second Amended Petition, except as may be hereinafter expressly admitted, and, avers:

**ANSWER**

**Brunel responds to the Amended Petition as follows:**

1.

Brunel denies the allegations contained in Paragraph 1(A) of plaintiff's Amended Petition for lack of sufficient information to justify a belief therein.

2.

In response to the next unnumbered paragraph of plaintiff's Amended Petition, Brunel adopts by reference each and every exception, answer, averment and affirmative defense pled in response to the original Petition for Damages as if restated herein verbatim.

**Brunel responds to the Second Amended Petition as follows:**

3.

In response to the allegations of paragraphs 1-42 of the Second Amended Petition, Brunel adopts by reference each and every exception, answer, averment and affirmative defense pled in

VERIFIED  
Constance Conway  
Deputy Clerk  
12/17/12

response to the original Petition for Damages and in response herein to plaintiff's Amended Petition, as if restated herein verbatim.

4.

Paragraph 43 of the Second Amended Petition requires no answer from Brunel, but in the event an answer is deemed to be required, the allegations contained in Paragraph 43 are denied.

5.


Brunel denies the allegations contained in the prayers for relief in plaintiff's Amended and Second Amended Petitions and denies that the Plaintiff is entitled to any judgment against it in any amount whatsoever.

WHEREFORE, Brunel prays that its Answer and Affirmative Defenses to plaintiff's Amended and Supplemental and Second Amended and Supplemental Petitions for Damages be deemed good and sufficient and, after due proceedings had, that there be judgment in favor of Brunel Energy, Inc. and against Danny Hanna, dismissing his claims with prejudice and at his costs as to Brunel Energy, Inc. and for such other further equitable relief as the Court may deem just and proper.

Respectfully submitted,

**BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ**

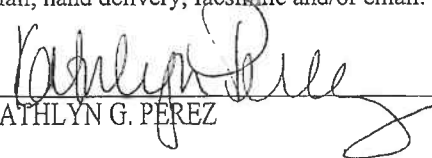
By:

  
**STEVEN F. GRIFFITH, JR. (#27232)**  
**KATHLYN G. PEREZ (#30668)**  
201 St. Charles Avenue, Suite 3600  
New Orleans, Louisiana 70170  
Telephone: (504) 566-5200  
Facsimile: (504) 636-4000

*Attorneys for Defendant,  
Brunel Energy, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 13<sup>th</sup> day of December 2012, a copy of the foregoing pleading was served on all known counsel of record via U. S. Mail, hand delivery, facsimile and/or email.

  
KATHLYN G. PEREZ

FILED

2013 APR -1 A 11:40

CIVIL  
DISTRICT COURT  
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

**JOINT MOTION FOR ENTRY OF CONFIDENTIALITY AGREEMENT AND  
PROTECTIVE ORDER**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Danny Hanna, and Defendants, Shell Exploration & Production Company, Brunel Energy, Inc., Charles Perrilliat, Mark Tipton, and Shell International Exploration and Production Inc., to move the Court for entry of the attached Confidentiality Agreement and Protective Order, upon representing the following:

1.

Discovery in this case has and will involve the production of documents containing confidential information, including but not limited to personal and confidential information related to Plaintiff, confidential personnel information related to current and former employees of Brunel Energy, Inc. ("Brunel") and Shell International Exploration and Production Inc. ("SIEP"), and proprietary and confidential business information of Brunel and SIEP.

2.

The parties to this case have consented to and signed the attached Confidentiality Agreement and Protective Order to govern the production and handling of confidential documents produced by the parties in this litigation.

VERIFIED  
Nyma Jefferson  
Deputy Clerk  
4-3-13



3.

The parties respectfully request that the Court enter the attached Confidentiality Agreement and Protective Order adopting its terms to govern the production and proper handling of confidential documents and information produced during the course of this litigation.

4.

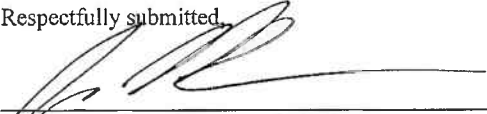
Entry of the attached Confidentiality Agreement and Protective Order is in the interest of justice, as it will facilitate the production and proper handling of confidential documents and information pursuant to the Agreement of the parties.

5.

In accordance with Rules 9.8 and 9.9 of the Uniform Rules for Louisiana District Courts, because all affected parties have joined in this motion, a memorandum in support is not required, and the Court may decide this motion without setting it for contradictory hearing.

WHEREFORE, the parties jointly move the Court for entry of the Confidentiality Agreement and Protective Order attached hereto.

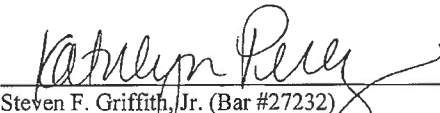
Respectfully submitted,



---

Jean-Paul Robert, Esq. (Bar #27628)  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Telephone: (225) 647-9200  
Fax: (225) 647-9300

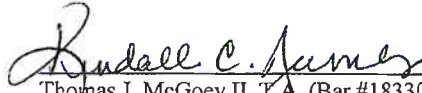
Attorney for Plaintiff, Danny Hanna



---

Steven F. Griffith, Jr. (Bar #27232)  
Kathlyn G. Perez, Esq. (Bar #30668)  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
201 St. Charles Avenue, Suite 3600  
New Orleans, LA 70170  
Telephone: (504) 566-5200  
Fax: (504) 636-4000

Attorneys for Defendant Brunel Energy, Inc.



Thomas J. McGoey II, T.A. (Bar #18330)

Kindall C. James (Bar #31203)

LISKOW & LEWIS

One Shell Square

701 Poydras Street, Suite 5000

New Orleans, Louisiana 70139-5099

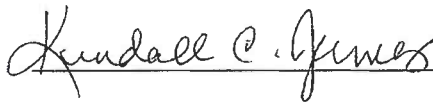
Telephone: (504) 581-7979

Fax: (504) 556-4108

Attorneys for Defendants Shell Exploration &  
Production Company, Charles Perrilliat, Mark  
Tipton, and Shell International Exploration and  
Production Inc.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by placing same in the United States mail, properly addressed and postage prepaid, this 15<sup>th</sup> day of April, 2013.



FILED  
2013 APR -1 A 11:41  
CIVIL  
DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

**CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

THIS CAUSE came before the Court upon a Joint Motion for Entry of Confidentiality Agreement and Protective Order ("Motion") submitted by counsel for all parties, and the Court having reviewed said Motion and being otherwise fully advised, finds said Motion to be well-taken and sufficient in all respects. The Court further finds that this Confidentiality Agreement and Protective Order ("Agreement and Order") will enable the parties and the Court to follow a procedure that will both facilitate discovery contemplated herein and maintain the confidentiality of information and documents disclosed by the parties in this case that may contain confidential or sensitive information related to Plaintiff or to Defendants or their current and former employees who are not parties to this lawsuit, and/or confidential or proprietary business information related to Defendants.

**THE COURT HAVING MADE THESE FINDINGS, FOR GOOD CAUSE SHOWN, AND WITH THE AGREEMENT OF ALL PARTIES, HEREBY ORDERS:**

1. This Agreement and Order shall govern the disclosure and use of materials, documents, or information produced by the parties in this litigation or obtained from third parties, and designated as "Confidential" pursuant to this Agreement and Order.

2. Any party may designate as "Confidential" any documents, materials, or other information that it, another party, or a third party produces or provides that the party believes to constitute, reflect, or disclose confidential or proprietary information by stamping the documents,

Hanna - Revised Confidentiality Agmt And Protective Order

VERIFIED  
Nymie Jefferson  
Deputy Clerk

my- 4-3-13

materials, or other information "Confidential" prior to production or by otherwise advising, in writing, the other parties within ninety (90) days after the documents or materials are produced or within 90 (90) days after entry of this Agreement and Order, whichever is later, that the documents or materials are confidential.

3. If a document or other item is marked or designated "Confidential" upon the first page thereof, the entire document or item shall be deemed confidential hereunder.

4. Anything designated as "Confidential" pursuant to this Agreement and Order, and all pleadings, briefs, correspondence, and other documents which make reference to any information or documents designated as "Confidential" shall:

a. be maintained in confidence by the party and attorneys to which it is furnished;

b. be disclosed by such party only to Authorized Persons (as that term is defined below); and

c. be used by such party and/or Authorized Persons only for the purposes of this litigation and for no other purpose whatsoever.

5. Authorized Persons, as used herein, means:

a. The Judge assigned to this case, personnel of the Court, court reporters, video equipment operators at depositions, jurors, any special master, commissioner, or like person appointed by the Court to assist with the conduct or disposition of this case, any judge of an appellate court with jurisdiction over this proceeding or any appeal hereof, and any authorized personnel of such appellate court;

b. The parties, their attorneys of record in this litigation, and regular employees of such attorneys to whom it is necessary that the material be shown for purposes of this litigation; and

c. Independent third parties retained by the parties' attorneys of record in this litigation for the purpose of discovery, preparation, and trial of this litigation, such as independent experts or consultants, who have been provided with a copy of the Agreement and Order and have agreed to comply with the terms of the Agreement and Order by signing the form attached hereto as Exhibit A.

6. The parties shall take reasonable precautions to prevent the unauthorized disclosure of any documents or information designated as "Confidential" pursuant to the terms of the Agreement and Order.

7. Any documents or information designated as "Confidential" filed or to be filed with the Court shall be filed under seal and any copies thereof shall be held in confidence as provided in this Agreement and Order.

8. All or that portion of any pleading, motion, testimony, brief, or other document containing discussion or disclosure of documents or information designated as "Confidential" pursuant to this Agreement and Order, or containing or attaching copies of documents or information so designated, shall be filed with the Court under seal, and when so filed, shall be opened only by personnel authorized by the Court.

9. Nothing in this Agreement and Order shall be construed as a limitation on the parties' rights to object to the admissibility of information or documents marked "Confidential" based on lack of relevance, privilege, rule or any other valid basis.

9.1 Nothing in this Agreement and Order shall be construed as a limitation on the parties' rights to object to the designation as "Confidential" for purposes of presentation at open trial.

10. Within thirty (30) days after the settlement of all claims of all parties, or the entry of a final judgment in this suit, from which no appeal has been or can be taken, any and all information or documents designated as "Confidential" shall be returned to counsel for the party that produced it, any copies of such documents and information shall be physically destroyed and permanently deleted from any electronic database, and counsel shall certify in writing to opposing counsel that all such copies have been destroyed.

11. Unauthorized disclosure of documents or information designated as "Confidential" in contravention of the terms of this Agreement and Order will result in the imposition of sanctions upon a party or the party's counsel at the Court's discretion upon a showing of good cause.

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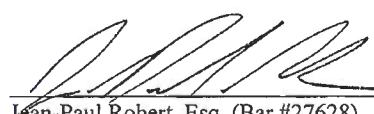
CIVIL  
DISTRICT COURT

12. The provisions of this Agreement and Order continue to be binding after conclusion of the lawsuit.

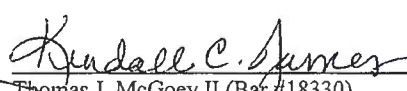
Signed, this 2<sup>nd</sup> day of April, 2013.

  
Judge, Civil District Court, Parish of Orleans

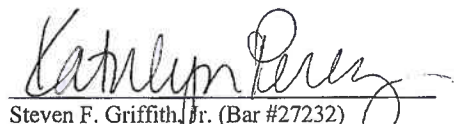
AGREED TO AS TO FORM AND SUBSTANCE:

  
Jean-Paul Robert, Esq. (Bar #27628)  
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Fax: (225) 647-9300

Attorney for Plaintiff, Danny Hanna

  
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Kindall C. James (Bar #31203)  
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Attorneys for Defendants Shell Exploration  
& Production Company, Brunel Energy,  
Inc., Charles Perrilliat, Mark Tipton, and  
Shell International Exploration and  
Production Inc.

  
Steven F. Griffith, Jr. (Bar #27232)  
Kathlyn G. Perez, Esq. (Bar #30668)  
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Telephone: (504) 566-5200  
Fax: (504) 636-4000

Attorneys for Defendant Brunel Energy, Inc.

ENTERED ON MINUTE  
APR 03 2013

FILED

2013 APR -1 A 11:41

CERTIFICATE OF SERVICE

CIVIL  
DISTRICT COURT

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by placing same in the United States mail, properly addressed and postage prepaid, this 1<sup>st</sup> day of April, 2013.

Kendall C. Jones

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA:

NO. 2012-07799

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY AND XYZ INSURANCE COMPANY

DALE W. ATKINS

CLERK, CIVIL DISTRICT COURT

402 CIVIL COURTS BUILDING

621 LOYOLA AVENUE - ROOM 402

NEW ORLEANS, LA 70112

504-487-0600

DATE: 9/11/2013 at 13:19

CASE#: 2012 - 07799 SEC.: 10

RECEIPT#: 401434

DEPUTY CLERK

PRICE

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**MOTION TO COMPEL RESPONSES TO INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

NOW INTO COURT, through undersigned counsel, come defendants Shell Exploration & Production Company and Mark Tipton (referred to collectively as "Defendants") and, pursuant to Article 1469 of the Louisiana Code of Civil Procedure, respectfully move the Court for an order compelling plaintiff, Danny Hanna, to respond fully and immediately to their First Set of Interrogatories and Requests for Production of Documents, propounded on November 6, 2012. Defendants further move for recovery of their reasonable expenses incurred in connection with this motion, including attorney's fees. The reasons supporting this motion are set forth in the accompanying memorandum.

WHEREFORE, Defendants pray that this Court enter an order requiring Plaintiff to respond fully and immediately to Defendants' First Set of Interrogatories and Requests for Production of Documents.

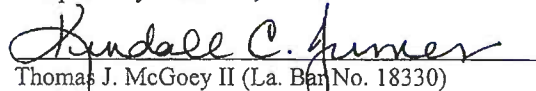
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*[Handwritten signature]*  
9/11/13

**VERIFIED**  
Jefferson  
Deputy Clerk  
*[Handwritten signature]*  
9/12/13



Respectfully submitted,



Thomas J. McGoe II (La. Bar No. 18330)

Kindall C. James (La. Bar No. 31203)

Wm. Brian London (La. Bar No. 33948)

LISKOW & LEWIS

One Shell Square

701 Poydras Street, Suite 5000

New Orleans, Louisiana 70139-5099

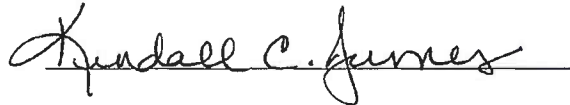
Telephone: (504) 581-7979

Facsimile: (504) 556-4108

Attorneys for Shell Exploration & Production  
Company, Shell International and Exploration Inc.,  
Mark Tipton, and Charles Perrilliat

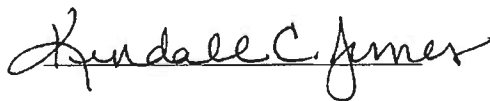
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by placing same in the United States mail, properly addressed and postage prepaid, this 10th day of September, 2013.



**CERTIFICATE OF COMPLIANCE WITH RULE 10.1**

I hereby certify that prior to the filing of this motion, undersigned counsel attempted on numerous occasions to confer with counsel for Plaintiff regarding the discovery requests that are the subject of the foregoing motion. Despite repeated requests by the undersigned, Counsel for Plaintiff has continuously failed to deliver the requested responses which are now long overdue, thus necessitating the filing of the motion.



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_


DEPUTY CLERK

**RULE TO SHOW CAUSE**

Considering the foregoing Motion to Compel Responses to Interrogatories and Requests  
for Production of Documents filed by Defendants Shell Exploration & Production Company and  
Mark Tipton,

IT IS HEREBY ORDERED that the Plaintiff show cause on the 8<sup>th</sup> day of  
November, 2013, at 9 a.m., why the motion to compel should not be granted.

SEP 23 2013



D. GOURRIER  
CLERK - DIVISION "C"  
Civil District Court  
421 Loyola Ave., Room 306  
New Orleans, LA 70112  
504-407-0220

**PLEASE SERVE:**

DANNY HANNA  
through his counsel of record  
Jean-Paul Robert, Esq.  
Attorney at Law, L.L.C.  
2315 S. Burnside Avenue  
Gonzales, LA 70737

ENTERED ON MINUTES  
SEP 24 2013



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

**MEMORANDUM IN SUPPORT OF MOTION TO COMPEL RESPONSES TO  
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

MAY IT PLEASE THE COURT:

Defendants Shell Exploration & Production Company and Mark Tipton (referred to collectively as "Defendants") respectfully submit this memorandum in support of their Motion to Compel ("Motion") Responses to Interrogatories and Requests for Production of Documents, which were propounded to Plaintiff over ten months ago, on November 6, 2012.

Plaintiff has entirely failed to respond to the aforementioned discovery despite numerous requests for the responses by the undersigned. Plaintiff has no legitimate excuse for his failure to respond. Accordingly, this Motion should be granted by the Court.

**BACKGROUND**

On November 6, 2012, Defendants Shell Exploration & Production Company and Mark Tipton propounded their First Set of Interrogatories and Requests for Production of Documents ("Discovery Requests") to Plaintiff, seeking basic information regarding the facts supporting Plaintiff's allegations against Defendants and his claim for damages. Copies of the Discovery Requests are attached hereto as Exhibit A. Plaintiff's responses to the Discovery Requests were initially due on or about December 6, 2012.

Over the last ten months, Defendants have made repeated requests for Plaintiff's responses to their Discovery Requests, and have granted multiple extension of time for Plaintiff to respond. See correspondence from various dates attached hereto as Exhibit B. Each

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time undersigned counsel contacts Plaintiff's Counsel and a new delivery date for Plaintiff's responses is promised, the promised date comes and goes without Defendants receiving any response from Plaintiff whatsoever. Most recently, undersigned counsel was told that Plaintiff's responses to the Discovery Requests would be provided by August 20, 2013. On September 5, 2013, after Plaintiff had once again failed to deliver his responses as promised, undersigned counsel called Plaintiff's Counsel and left a message with his assistant requesting that he contact the undersigned regarding Plaintiff's responses to the Discovery Requests as soon as possible. To date, undersigned counsel has not received Plaintiff's responses to the Discovery Requests or even a call back from Plaintiff's Counsel requesting additional time or indicating that the responses are forthcoming.

#### ARGUMENT

It is black-letter law that parties are entitled to obtain discovery through interrogatories and requests for production of documents. La. Code Civ. P. art. 1421. Article 1457 of the Louisiana Code of Civil Procedure provides that "any party may serve upon any other party written interrogatories to be answered by the party served, . . . who *shall furnish* such information as is available to the party." (Emphasis added.) Article 1458 of the Louisiana Code of Civil Procedure directs that "each interrogatory *shall be answered* separately and fully in writing under oath, unless it is objected to." La. Code Civ. P. art. 1458 (emphasis added). Furthermore, "[a]ny party may serve on any other party a request . . . to produce and permit the party making the request, or someone acting on his behalf, to inspect and copy any designated documents . . . ." La. Code Civ. P. art. 1461. "The failure to . . . answer an interrogatory submitted under Article 1457, or . . . [the failure] to permit inspection [of documents] as requested" equates to a failure to answer discovery requests and is properly the subject of a motion to compel. *Id.* art. 1469(2). Moreover, unless the failure to respond is "substantially justified," Article 1469(4) provides that "[i]f the motion is granted, the court shall, after opportunity for hearing, require the party . . . whose conduct necessitated the motion . . . to pay the moving party the reasonable expenses incurred in obtaining the order, including attorney's fees."

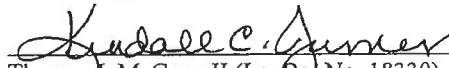
Defendants are entitled to full and complete information regarding the facts supporting Plaintiff's claims against them, and Plaintiff has utterly failed and refused to provide this basic

information. Plaintiff's refusal to respond to Defendants' Discovery Requests ignores Defendants' express rights to discovery under the Louisiana Code of Civil Procedure and cannot be allowed. If Plaintiff continues to refuse to respond to Defendants' Discovery Requests, Plaintiff will effectively thwart Defendants' ability to fully understand the factual basis for Plaintiff's claims against them, hampering their ability to prepare their defenses to those claims. Plaintiff should be required to immediately respond to Defendant's Discovery Requests so that this case can move forward in an efficient manner.

**CONCLUSION**

For the foregoing reasons, Defendants' Motion should be granted, and Plaintiff should be ordered to respond fully and immediately to Defendants' First Set of Interrogatories and Requests for Production of Documents. Defendants also respectfully request that the Court award them the attorney's fees incurred in the bringing of this motion and tax all costs of this Motion against Plaintiff.

Respectfully submitted,



Thomas J. McGoey II (La. Bar No. 18330)

Kindall C. James (La. Bar No. 31203)

Wm. Brian London (La. Bar No. 33948)

LISKOW & LEWIS

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New Orleans, Louisiana 70139-5099

Telephone: (504) 581-7979

Facsimile: (504) 556-4108

Attorneys for Shell Exploration & Production  
Company, Shell International and Exploration Inc.,  
Mark Tipton, and Charles Perrilliat

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by placing same in the United States mail, properly addressed and postage prepaid, this 10th day of September, 2013.



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

FIRST SET OF INTERROGATORIES  
PROPOUNDED BY SHELL EXPLORATION & PRODUCTION COMPANY

TO: Plaintiff, Danny Hanna  
through his attorney of record:  
Jean-Paul Robert, Esq.  
Attorney at Law, L.L.C.  
2315 S. Burnside Avenue  
Gonzales, LA 70737

Defendant Shell Exploration & Production Company ("SEPCO"), hereby requests that  
Plaintiff, Danny Hanna, answer the following interrogatories under oath within 15 days after  
service hereof.

INSTRUCTIONS

1. If you contend that one or more parts of an Interrogatory is objectionable, answer each portion of the Interrogatory that you do not contend is objectionable and state the grounds upon which you base your objection.
2. In answering these Interrogatories, furnish all information available to you, including information in the possession of your attorneys and their investigators and all persons acting on your behalf and not merely such information known of your own personal knowledge. If you cannot answer an Interrogatory in full, after exercising due diligence to secure the information, so state and answer to the extent possible, specifying your inability to answer the remainder and stating whatever information or knowledge you have concerning the unanswered portion.
3. These discovery requests shall be deemed continuing to the extent required by law so as to require further and supplemental answers if respondent receives or generates additional information or Documents between the time of the original answer and the time of trial.

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VERIFIED  
J. Robert  
Deputy Clerk

EXHIBIT  
A

DEFINITIONS

These definitions apply to the Interrogatories set forth herein:

- A. "You" or "Your" shall refer to Danny Hanna and all other persons acting on behalf of or at the request of Danny Hanna.
- B. The term "document" or "documents" means all forms of information within the scope of discovery permitted by the Federal Rules of Civil Procedure. "Document" shall mean, unless otherwise indicated, papers, diaries, letters, correspondence, handwritten or typewritten notes including, but not limited to emails, electronically stored information, maps, business records, computer records, computer disks, drafts, blueprints, insurance policies, facsimiles, telegrams, memoranda, records, minutes, books of account, ledgers, accounts, balance sheets, invoices, worksheets, price sheets, credit memoranda, checks orders, receipts, newspapers or magazine clippings, complaints, journals, photographs, summaries or records of telephone conversations, personal conversations or interviews, contracts, leases, assignments, forms, files, resolutions, records or notes of telephone or personal conversations or conferences, interoffice communications, notices, policy statements, manuals, brochures, tape or video recordings, bulletins, price lists, publications, studies, surveys, summaries, reports, statements, comments, desk calendars, telephone toll records and any other device or medium through which any information of any type is recorded, preserved or transmitted. Where originals are not available, copies of such documents should be produced. If any documents requested to be produced were, but are no longer in your control, or are no longer in existence, state whether they are: (1) missing or lost; (2) destroyed; (3) transferred voluntarily or involuntarily to others, and if so, to whom; or (4) otherwise disposed of; and in each instance, explain the circumstances surrounding and authorization for such disposition thereof, and state the approximate date thereof.
- C. "Identify" means the following, unless additional information is requested in a given Interrogatory:
  - 1. With respect to a natural person, provide the person's full name and business and home addresses and telephone numbers.
  - 2. With respect to a person other than a natural person, provide its name, address and telephone number.
  - 3. With respect to a Document or writing, "identify" means to state the type of Document and substance of Document with sufficient particularity to enable that Document to be identified for purposes of a Document request or subpoena, the date, if any, which the Document bears an indicated date of preparation, mailing or distribution, the identity of each person, if any, to whom the Document is addressed or who is shown as having received an original or copy, the present location of the original or copies of the Document, and the identity of each person now having possession, custody or control of the Document. In lieu of such "identification," you may attach to your answers a complete and full copy of each such Document.
- D. "Person" means and includes any natural person, firm, association, organization, partnership, business trust, corporation and/or governmental entity.
- E. The singular and masculine form of any noun or pronoun includes the plural, the feminine, and the neuter.



- F. The term "any" includes each, every, and all persons, places, or things to which the term refers.
- G. The terms "and" and "or" are to be construed either conjunctively or disjunctively to bring within the scope of this request any information that might otherwise be considered to be beyond its scope.
- H. The singular form of a word should be interpreted as plural, and the plural form of a word should be interpreted as singular, to bring within the scope of this request any information that might otherwise be considered to be beyond its scope.
- I. "Relating to," "regarding," "referring to," or "pertaining to" shall mean directly or indirectly mentioning or describing, or being connected with, or reflecting upon a stated subject matter, document, event, or person.
- J. "Communication" refers to any transmission of information, including electronic transmission, correspondence, telephone calls, or conversations.
- K. "Lawsuit" is defined as the case currently pending in the Civil District Court for the Parish of Orleans, State of Louisiana, styled *Danny Hanna v. Shell Exploration and Production, Inc., Brunel Energy, Inc., Charles Perilliat, Mark Tipton, 123 Insurance Company and XYZ Insurance Company*, Case No. 2012-07799.

#### INTERROGATORIES

##### INTERROGATORY NO. 1:

List the total amount of earnings, unemployment compensation, workers' compensation benefits, disability insurance benefits, retirement benefits, and any other benefits you have received since November 11, 2011.

##### INTERROGATORY NO. 2:

Identify each person or entity for whom you have worked or been employed since November 11, 2011 to the present, including for each person or entity identified your dates of employment.

##### INTERROGATORY NO. 3:

Identify each person whom you expect to call as an expert witness at trial; state the subject matter on which each expert is expected to testify; state the opinions about which each expert is expected to testify; and state the facts which support each expert's opinion.

##### INTERROGATORY NO. 4:

Identify all persons whom you believe have knowledge of relevant facts, identify the issues upon which you believe they have knowledge, and state whether you expect to call each person as a fact witness at the trial of this lawsuit.



INTERROGATORY NO. 5:

Identify all witnesses whom you will call and those whom you may call at the trial of this matter.

INTERROGATORY NO. 6:

Identify all statements, whether written, taped, videotaped or otherwise documented, which you have obtained in connection with your claims in this litigation.

INTERROGATORY NO. 7

If you have ever been convicted of a criminal offense, either by trial or guilty plea, identify the parish, county and/or federal judicial district where you were convicted, the crime, date of conviction, and the case number.

INTERROGATORY NO. 8

List all civil actions, bankruptcy proceedings, and administrative actions (including discrimination charges) in which you have been a party, and identify the court or administrative body where the action was filed, as well as the case number.

INTERROGATORY NO. 9

If you have consulted with, been evaluated by, or sought and/or received treatment from any medical doctor, psychiatrist, psychologist, therapist, counselor, social worker or other practitioner of the health profession (collectively referred to as "health care providers") as a result of the conduct alleged in your Petition, please describe the condition for which you consulted, sought or received treatment, and provide the dates, names, telephone numbers, and addresses of the hospitals, clinics and health care providers with or from whom you sought counseling or treatment.

INTERROGATORY NO. 10

If you have consulted with, been evaluated by, or sought and/or received treatment from a medical doctor, psychiatrist, psychologist, therapist, counselor or social worker or other practitioner of the health profession (collectively referred to as "health care providers") for any mental/psychological/emotional condition or disorder since January 1, 2002, please describe the condition or disorder other than those covered by INTERROGATORY NO. 11 and provide the

dates, names, telephone numbers, and addresses of all hospitals, clinics, and health care providers.

**INTERROGATORY NO. 11**

Have you or anyone acting on your behalf taped or recorded any conversation with any employee of SEPCO or any affiliated Shell company? If so, please identify: (a) all persons involved in the conversation; and (b) who has the tape or recording of the conversation.

**INTERROGATORY NO. 12:**

Please describe in detail the "reports" referenced in paragraphs 8 and 9 of your Petition for Damages. Please include the following in your description: the title and/or subject matter of the report, the date and/or time period of the report, the purpose of the report, and the identity of the "corporate officers" that you claim the reports were given to.

**INTERROGATORY NO. 13:**

With respect to the allegations of paragraph 15 of your Petition for Damages, identify any individual who you claim intentionally decided to terminate your employment based on your alleged complaints of "illegal activity."

**INTERROGATORY NO. 14:**

With respect to the allegations of paragraph 20 of your Petition for Damages, identify all individuals whom you claim intentionally interfered with your contract of employment with Brunel Energy, Inc.

**INTERROGATORY NO. 15:**

Identify all employees of SEPCO or any affiliated Shell company whom you claim were aware of any workers' compensation claim that you filed.

**INTERROGATORY NO. 16:**

Please identify all persons who you believe witnessed Charles Perilliat engage in the conduct described in paragraphs 26 through 29 of your Petition for damages.

**INTERROGATORY NO. 17:**

Please identify the "other companies" referenced in paragraph 30 of your Petition for Damages.

INTERROGATORY NO. 18:

Please identify the "fraudulent documents" referenced in Paragraph 31 of your Petition for Damages.

INTERROGATORY NO. 19:

With respect to the allegations in paragraph 32 of your Petition for Damages, please identify the person or persons in "Human Resources" who you allegedly spoke with.

INTERROGATORY NO. 20:

With respect to the allegations in paragraph 32 of your Petition for Damages, please identify any individual who you claim intentionally decided to terminate your employment in retaliation for any alleged complaints you made to "Human Resources."

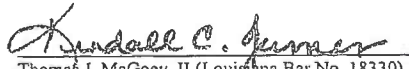
INTERROGATORY NO. 21:

With respect to your allegations in paragraph 33 of your Petition for Damages, please identify: (a) the individuals who you allege told "third parties" that you were terminated for "job abandonment," and (b) the "third parties."

INTERROGATORY NO. 22:

With respect to the allegations of paragraph 38 of your Petition for Damages, identify any individual who you claim was motivated by your disability in deciding to terminate your employment.

Respectfully submitted,

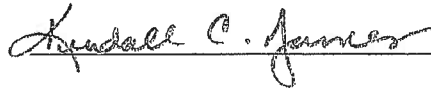


Thomas J. McGoey, II (Louisiana Bar No. 18330)  
Kindall C. James (Louisiana Bar No. 31203)  
LISKOW & LEWIS  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, Louisiana 70139-5099  
Telephone: (504) 581-7979

Counsel for Defendants Shell Exploration &  
Production Company and Mark Tipton

CERTIFICATE OF SERVICE

I certify by my signature below that on the 6th day of November, 2012, a copy of the foregoing pleading was served upon counsel for plaintiff, Jean-Paul Robert, Esq., by electronic mail.

A handwritten signature in cursive script, reading "Kendall C. James", is written over a horizontal line.

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

**FIRST SET OF INTERROGATORIES  
PROPOUNDED BY MARK TIPTON**

TO: Plaintiff, Danny Hanna  
through his attorney of record:  
Jean-Paul Robert, Esq.  
Attorney at Law, L.L.C.  
2315 S. Burnside Avenue  
Gonzales, LA 70737

Defendant Mark Tipton ("Tipton") hereby request that Plaintiff, Danny Hanna, answer  
the following interrogatories under oath within 15 days after service hereof.

**INSTRUCTIONS**

1. If you contend that one or more parts of an Interrogatory is objectionable, answer each portion of the Interrogatory that you do not contend is objectionable and state the grounds upon which you base your objection.
2. In answering these Interrogatories, furnish all information available to you, including information in the possession of your attorneys and their investigators and all persons acting on your behalf and not merely such information known of your own personal knowledge. If you cannot answer an Interrogatory in full, after exercising due diligence to secure the information, so state and answer to the extent possible, specifying your inability to answer the remainder and stating whatever information or knowledge you have concerning the unanswered portion.
3. These discovery requests shall be deemed continuing to the extent required by law so as to require further and supplemental answers if respondent receives or generates additional information or Documents between the time of the original answer and the time of trial.

#### DEFINITIONS

These definitions apply to the Interrogatories set forth herein:

- A. "You" or "Your" shall refer to Danny Hanna and all other persons acting on behalf of or at the request of Danny Hanna.
- B. The term "document" or "documents" means all forms of information within the scope of discovery permitted by the Federal Rules of Civil Procedure. "Document" shall mean, unless otherwise indicated, papers, diaries, letters, correspondence, handwritten or typewritten notes including, but not limited to emails, electronically stored information, maps, business records, computer records, computer disks, drafts, blueprints, insurance policies, facsimiles, telegrams, memoranda, records, minutes, books of account, ledgers, accounts, balance sheets, invoices, worksheets, price sheets, credit memoranda, checks orders, receipts, newspapers or magazine clippings, complaints, journals, photographs, summaries or records of telephone conversations, personal conversations or interviews, contracts, leases, assignments, forms, files, resolutions, records or notes of telephone or personal conversations or conferences, interoffice communications, notices, policy statements, manuals, brochures, tape or video recordings, bulletins, price lists, publications, studies, surveys, summaries, reports, statements, comments, desk calendars, telephone toll records and any other device or medium through which any information of any type is recorded, preserved or transmitted. Where originals are not available, copies of such documents should be produced. If any documents requested to be produced were, but are no longer in your control, or are no longer in existence, state whether they are: (1) missing or lost; (2) destroyed; (3) transferred voluntarily or involuntarily to others, and if so, to whom; or (4) otherwise disposed of; and in each instance, explain the circumstances surrounding and authorization for such disposition thereof, and state the approximate date thereof.
- C. "Identify" means the following, unless additional information is requested in a given Interrogatory:
  - 1. With respect to a natural person, provide the person's full name and business and home addresses and telephone numbers.
  - 2. With respect to a person other than a natural person, provide its name, address and telephone number.
  - 3. With respect to a Document or writing, "identify" means to state the type of Document and substance of Document with sufficient particularity to enable that Document to be identified for purposes of a Document request or subpoena, the date, if any, which the Document bears an indicated date of preparation, mailing or distribution, the identity of each person, if any, to whom the Document is addressed or who is shown as having received an original or copy, the present location of the original or copies of the Document, and the identity of each person now having possession, custody or control of the Document. In lieu of such "identification," you may attach to your answers a complete and full copy of each such Document.
- D. "Person" means and includes any natural person, firm, association, organization, partnership, business trust, corporation and/or governmental entity.
- E. The singular and masculine form of any noun or pronoun includes the plural, the feminine, and the neuter.

- F. The term "any" includes each, every, and all persons, places, or things to which the term refers.
- G. The terms "and" and "or" are to be construed either conjunctively or disjunctively to bring within the scope of this request any information that might otherwise be considered to be beyond its scope.
- H. The singular form of a word should be interpreted as plural, and the plural form of a word should be interpreted as singular, to bring within the scope of this request any information that might otherwise be considered to be beyond its scope.
- I. "Relating to," "regarding," "referring to," or "pertaining to" shall mean directly or indirectly mentioning or describing, or being connected with, or reflecting upon a stated subject matter, document, event, or person.
- J. "Communication" refers to any transmission of information, including electronic transmission, correspondence, telephone calls, or conversations.
- K. "Lawsuit" is defined as the case currently pending in the Civil District Court for the Parish of Orleans, State of Louisiana, styled *Danny Hanna v. Shell Exploration and Production, Inc., Brunel Energy, Inc., Charles Perilliat, Mark Tipton, 123 Insurance Company and XYZ Insurance Company*, Case No. 2012-07799.

#### INTERROGATORIES

##### INTERROGATORY NO. 1:

With respect to the allegations in paragraph 7 of your Petition for Damages, please provide the full name and age of each family member who you allege relocated with you to the New Orleans area and your relationship to each family member identified.

##### INTERROGATORY NO. 2:

With respect to any damages you claim you have suffered and seek to recover, describe the types of damages, assign a dollar amount to these damages and explain your calculation of the dollar amount. Your description should include each element of damage or component of recovery that you seek (e.g., actual damages, exemplary damages, costs, expenses, attorneys' fees, and so forth as alleged in your Petition for Damages), the amount sought for each element or component, the manner in which each element or component of the calculation was determined, the time period over which the amount was computed, and identify the source of each number used in the calculation. If the dollar amount of any item of damage is not yet known, state the method or formula by which you contend such amount should be computed, and the time period over which you contend such sum should be computed.

**INTERROGATORY NO. 3:**

Please provide the address of your current residence and all other residences you have had over the past five years. With respect to each address identified, please indicate the dates you resided there, whether you owned or rented the residence at that address, whether you still own or have a current lease with respect to the residence, and whether your spouse and/or your children resided with you at the residence. If your spouse and/or children resided at a different residence, please provide the address for that residence and the dates in which they resided at the different residence.

**INTERROGATORY NO. 4:**

Please provide the state of issuance, license numbers, and effective dates for any driver's licenses you have been issued over the past five years.

**INTERROGATORY NO. 5:**

Please state whether or not you are currently registered to vote, and if you are registered, please state the county or parish and state in which you are registered. Please also identify any other county or parish and state in which you were registered to vote over the past five years and the dates you were registered in said county or parish.

**INTERROGATORY NO. 6:**

Please identify all states in which you have paid income taxes for the past five years. For each state listed, please provide the year in which income taxes were paid with respect to that state.

**INTERROGATORY NO. 7:**

Please identify the schools or educational institutions your children have attended over the past five years, including for each school or educational institution, the city and state in which the school or educational institution is located, and the dates your children attended.

**INTERROGATORY NO. 8:**

Identify each person or entity for whom your spouse has worked or been employed over the past five years beginning with her current employer, including for each person or entity identified, the position or job title she held, the physical location of the position, and the dates of her employment.



Respectfully submitted,

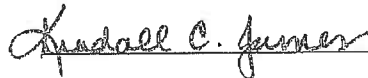


Thomas J. McGoey, II (Louisiana Bar No. 18330)  
Kindall C. James (Louisiana Bar No. 31203)  
LISKOW & LEWIS  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, Louisiana 70139-5099  
Telephone: (504) 581-7979

Counsel for Defendants Shell Exploration &  
Production Company and Mark Tipton

CERTIFICATE OF SERVICE

I certify by my signature below that on the 6th day of November, 2012, a copy of the foregoing pleading was served upon counsel for plaintiff, Jean-Paul Robert, Esq., by electronic mail.



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2012-07799

SECTION 10

DANNY HANNA

versus

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC., CHARLES  
PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY  
AND XYZ INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

**REQUEST FOR PRODUCTION OF DOCUMENTS  
PROPOUNDED BY SHELL EXPLORATION & PRODUCTION COMPANY**

TO: Plaintiff, Danny Hanna  
through his attorney of record:  
Jean-Paul Robert, Esq.  
Attorney at Law, L.L.C.  
2315 S. Burnside Avenue  
Gonzales, LA 70737

Defendant Shell Exploration & Production Company hereby requests that Plaintiff,  
Danny Hanna, produce for inspection and copying, at the office of Liskow & Lewis, 701 Poydras  
Street, Suite 5000, New Orleans, Louisiana, 70139, within 15 days after service hereof, the  
original or clear and authentic copies of the following documents.

**INSTRUCTIONS**

1. If you contend that one or more parts of a Request for Production is objectionable, answer each portion of the Request for Production that you do not contend is objectionable and state the grounds upon which you base your objection.
2. In answering these Requests for Production, furnish all information available to you, including information in the possession of your attorneys and their investigators and all persons acting on your behalf and not merely such information known of your own personal knowledge. If you cannot answer a Request for Production in full, after exercising due diligence to secure the information, so state and answer to the extent possible, specifying your inability to answer the remainder and stating whatever information or knowledge you have concerning the unanswered portion.
3. These discovery requests shall be deemed continuing to the extent required by law so as to require further and supplemental answers if respondent receives or generates additional information or Documents between the time of the original answer and the time of trial.

DEFINITIONS

These definitions apply to the Requests for Production set forth herein:

- A. "You" or "Your" shall refer to Danny Hanna and all other persons acting on behalf of or at the request of Danny Hanna.
- B. The term "document" or "documents" means all forms of information within the scope of discovery permitted by the Federal Rules of Civil Procedure. "Document" shall mean, unless otherwise indicated, papers, diaries, letters, correspondence, handwritten or typewritten notes including, but not limited to emails, electronically stored information, maps, business records, computer records, computer disks, drafts, blueprints, insurance policies, facsimiles, telegrams, memoranda, records, minutes, books of account, ledgers, accounts, balance sheets, invoices, worksheets, price sheets, credit memoranda, checks orders, receipts, newspapers or magazine clippings, complaints, journals, photographs, summaries or records of telephone conversations, personal conversations or interviews, contracts, leases, assignments, forms, files, resolutions, records or notes of telephone or personal conversations or conferences, interoffice communications, notices, policy statements, manuals, brochures, tape or video recordings, bulletins, price lists, publications, studies, surveys, summaries, reports, statements, comments, desk calendars, telephone toll records and any other device or medium through which any information of any type is recorded, preserved or transmitted. Where originals are not available, copies of such documents should be produced. If any documents requested to be produced were, but are no longer in your control, or are no longer in existence, state whether they are: (1) missing or lost; (2) destroyed; (3) transferred voluntarily or involuntarily to others, and if so, to whom; or (4) otherwise disposed of; and in each instance, explain the circumstances surrounding and authorization for such disposition thereof, and state the approximate date thereof.
- C. "Identify" means the following, unless additional information is requested in a given Request for Production:
  - 1. With respect to a natural person, provide the person's full name and business and home addresses and telephone numbers.
  - 2. With respect to a person other than a natural person, provide its name, address and telephone number.
  - 3. With respect to a Document or writing, "identify" means to state the type of Document and substance of Document with sufficient particularity to enable that Document to be identified for purposes of a Document request or subpoena, the date, if any, which the Document bears an indicated date of preparation, mailing or distribution, the identity of each person, if any, to whom the Document is addressed or who is shown as having received an original or copy, the present location of the original or copies of the Document, and the identity of each person now having possession, custody or control of the Document. In lieu of such "identification," you may attach to your answers a complete and full copy of each such Document.
- D. "Person" means and includes any natural person, firm, association, organization, partnership, business trust, corporation and/or governmental entity.
- E. The singular and masculine form of any noun or pronoun includes the plural, the feminine, and the neuter.

- F. The term "any" includes each, every, and all persons, places, or things to which the term refers.
- G. The terms "and" and "or" are to be construed either conjunctively or disjunctively to bring within the scope of this request any information that might otherwise be considered to be beyond its scope.
- H. The singular form of a word should be interpreted as plural, and the plural form of a word should be interpreted as singular, to bring within the scope of this request any information that might otherwise be considered to be beyond its scope.
- I. "Relating to," "regarding," "referring to," or "pertaining to" shall mean directly or indirectly mentioning or describing, or being connected with, or reflecting upon a stated subject matter, document, event, or person.
- J. "Communication" refers to any transmission of information, including electronic transmission, correspondence, telephone calls, or conversations.
- K. "Lawsuit" is defined as the case currently pending in the Civil District Court for the Parish of Orleans, State of Louisiana, styled *Danny Hanna v. Shell Exploration and Production, Inc., Brunel Energy, Inc., Charles Perilliat, Mark Tipton, 123 Insurance Company and XYZ Insurance Company*, Case No. 2012-07799.

#### REQUESTS FOR PRODUCTION

##### REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:

Please produce all documents which you obtained from SEPCO or any affiliated company, or any employee of SEPCO or any affiliated company, which relate to your claims in this lawsuit.

##### REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2:

Please produce all documents relating to or reflecting any actions taken by you to secure and/or accept employment since November 11, 2011, including, but not limited to, notes, diaries, correspondence, letters, emails, memoranda, applications, resumes, newspaper ads, background check or consent forms, and calendars.

##### REQUEST FOR PRODUCTION OF DOCUMENTS NO. 3:

Please produce all documents relating to or reflecting wages, benefits and monies received by you from any source since November 11, 2011, including, but not limited to, payroll checks, check stubs, wage and earning statements, direct deposit confirmations, W-2 forms, 1099 forms, benefit booklets or statements, bank statements, bank deposit slips, documents reflecting monies received from friends or acquaintances or family members, and documents reflecting requests for or receipt of unemployment compensation.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 4:

Please produce all copies of employment applications you have submitted to any prospective employer since November 11, 2011.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 5:

Please produce all documents that relate to any alleged past or future lost wages and/or benefits you are seeking to recover in this lawsuit.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 6:

Please produce all documents you have provided to employers or prospective employers that reference the services you performed for Brunel Energy, Inc. ("Brunel"), SEPCO or any related Shell company.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 7:

Please produce a fully executed tax records authorization form which is attached hereto for your signature. In the alternative, provide complete copies of your federal and state income tax returns for 2008, 2009, 2010 and 2011.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 8:

Please produce a fully executed employment records authorization form, which is attached hereto for your signature.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 9:

Please produce a fully executed medical records release authorization form, which is attached hereto for your signature.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 10:

Please produce all documents relating to other lawsuits or administrative actions in which you were a party or a witness.

REQUEST FOR PRODUCTION OF DOCUMENTS NO. 11:

Please produce all documents and things, from any source, which relate in any way to criminal actions, proceedings or investigations of any kind, including the disposition thereof, filed by or against you, or in which you were involved in any capacity, including without limitation, all petitions, arrests, complaints, charges, indictments, records, convictions, etc., from January 1, 2002, to the present.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 12:**

Please produce each and every document you intend to introduce into evidence, or contemplate introducing, in support of your case at trial.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13:**

Please produce all documents which you contend support any allegations in your Petition for Damages.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 14:**

Please produce all documents that you contend are relevant for purposes of impeachment of any fact or expert witness in this lawsuit.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 15:**

Please produce all notes and recordings of conversations you or anyone acting on your behalf has had with any current or former employees, agents or representatives of SEPCO or any affiliated Shell company.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 16:**

Please produce all recordings of phone messages that you received from any employees, agents or representatives of SEPCO or any affiliated Shell company.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 17:**

Please produce all journals, diaries, calendars or similar documents showing your thoughts or feelings or events related to the work you performed for Brunel, SEPCO or any related Shell company.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 18:**

Please produce any and all photographs, videotapes or films pertaining in any way to the allegations of your Petition for Damages.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 19:**

Please produce all documents concerning attorneys' fees paid or owed to Plaintiff's counsel, including but not limited to, any fee agreement or contracts between Plaintiff and Plaintiff's counsel in this Lawsuit, invoices, bills, or statements for services rendered, or documents reflecting costs incurred.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 20:**

Please produce all documents that you have sent to or received from the Equal Employment Opportunity Commission, or any other state or federal government agency charged with the administration of laws relating to employment, which concern the alleged occurrences made the basis of this lawsuit.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 21:**

Please produce all documents related to any medical treatment or therapy you have received as a result of the conduct alleged in your Petition for Damages, including but not limited to, all records from any psychiatrist, psychologist, social worker or therapist.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 22:**

Please produce all affidavits, declarations, written statements, letters, correspondence, or other documents prepared or signed by, or referencing, any persons with knowledge of facts concerning the allegations of your Petition for Damages in this matter.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 23:**

Please produce all documents that have been made or prepared by any expert used for any consultation purposes that form the basis, either in whole or in part, of the opinions of an expert who may be called as a witness.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 24:**

Please produce all documents provided to any testifying expert including, but not limited to, all correspondence and all documents that a consulting expert relied on in reaching his/her opinion if the consulting expert's opinions have been or will be reviewed by any testifying expert.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 25:**

Please produce all working papers, notes, calculations, charts, diagrams, photographs, models, exhibits, and other documents, including reports and factual observations, created or reviewed by any expert who will testify at trial.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 26:**

Please produce all treatises, rules, regulations, cases, legal periodicals, guidelines, statutes, articles, reports, policies, or procedures and any other authoritative materials or documents reviewed by any expert who will testify at trial.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 27:**

Please produce all invoices or bills for each expert you will call to testify at trial and for each consulting expert whose opinions or observations have been reviewed by a testifying expert.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 28:**

Please produce a copy of all "reports" referenced in paragraphs 8 and 9 of your Petition for Damages.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 29:**

Please produce a copy of the agreements and/or contracts referenced in paragraphs 11, 12, 17, 18, 19, and 20 of your Petition for Damages.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 30:**

With respect to the allegations in paragraphs 14 and 25 of your Petition for Damages, please produce a copy of the workers' compensation claim you allegedly filed and any documents related thereto, including but not limited to the notice of injury provided to your employer as required by La. Rev. Stat. 23:1301, *et seq.*

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 31:**

Please produce a copy of the "policies and procedures" referenced in paragraph 12 of your Petition for Damages.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 32:**

Please produce a copy of the "Business Standards Policies" referenced in paragraph 23 of your Petition for Damages.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 33:**

Please produce a copy of the "fraudulent documents" referenced in paragraph 31 of your Petition for Damages.



**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 34:**

Please produce any email sent to or received from any employee, agent, or contract worker of SEPCO or any affiliated Shell company using your personal email account or any other non-Shell email account, including but not limited to [vicki.hanna74@gmail.com](mailto:vicki.hanna74@gmail.com) and/or [danny.hanna@gmail.com](mailto:danny.hanna@gmail.com).

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 35:**

Please produce all emails related in any way to the services you performed for SEPCO or any affiliated Shell company that were either sent or received using your personal email account or any other non-Shell email account, including but not limited to [vicki.hanna74@gmail.com](mailto:vicki.hanna74@gmail.com) and/or [danny.hanna@gmail.com](mailto:danny.hanna@gmail.com).

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 36:**

Please produce a copy of any document, file, or other information in your possession or under your control that is related in any way to the services you performed for SEPCO or any affiliated Shell company, including but not limited to any documents or files stored on a personal laptop, computer, phone, or other electronic storage device.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 37:**

Please produce a copy of any photographs that you took of any employees or agents of SEPCO or any affiliated Shell company.

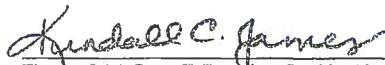
**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 38:**

To the extent you have withheld any documents or information responsive to these requests on the basis of attorney-client, work product, or some other privilege or objection, please produce a privilege log providing the following information: the name, description and date of the document; the nature of the information contained in the document or documents; the identities of all persons who created, sent, and/or received the document(s) or the information contained therein; the nature of the privilege or protection claimed and the basis for such claim.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 39:**

Please produce all documents which you used, consulted or referred to in preparing responses to these Requests for Production and the Interrogatories served in conjunction herewith.

Respectfully submitted,



Thomas J. McGoey, II (Louisiana Bar No. 18330)  
Kindall C. James (Louisiana Bar No. 31203)  
LISKOW & LEWIS  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, Louisiana 70139-5099  
Telephone: (504) 581-7979

Counsel for Defendants Shell Exploration &  
Production Company and Mark Tipton

CERTIFICATE OF SERVICE

I certify by my signature below that on the 6th day of November, 2012, a copy of the foregoing pleading was served upon counsel for plaintiff, Jean-Paul Robert, Esq., by electronic mail.



**AUTHORIZATION AND DIRECTION FOR  
DISCLOSURE AND RELEASE OF MEDICAL RECORDS**

I hereby authorize \_\_\_\_\_ hereafter referred to as the  
"Provider") to release or disclose the health records of:

Name of Patient: **Danny Hanna**

Date of Birth: **10/27/1964**

Social Security Number: **256-37-2260**

For the PURPOSE of: **Litigation**

AUTHORIZATION EXPIRATION DATE: **December 31, 2013.**

YOU ARE HEREBY AUTHORIZED AND DIRECTED to disclose and release the following  
to the law firm of **Liskow & Lewis, One Shell Square, 701 Poydras Street, Suite 5000, New  
Orleans, LA 70139-5099**; hereafter referred to as the "Recipient" of the health information.

Specific records requested and for all periods of time:

Any and all medical records concerning the patient named above, including, but not limited to,  
pharmaceutical records; office or hospital medical records; patient information sheets; medical  
reports; x-rays and x-ray reports; interpretations of diagnostic tests; medication sheets;  
consultations; physical therapy records; and all hospital summaries and hospital records  
including, but not limited to, admitting records; admitting histories and physicals; psychiatric  
admissions records; case records, discharge summaries; physician's orders, progress notes, and  
nurses' notes; medical record summaries; emergency room records; physicians' orders, progress  
notes, and nurses' notes; and all other hospital notes, charts, documents and memoranda  
pertaining to any and all hospitalizations and/or out-patient visits, for any and all periods of time.

This authorization does not authorize verbal communication by the Provider to the  
Recipient.

The undersigned patient (or personal representative on behalf of the patient) hereby  
authorizes the Provider named above to release the health information described above to  
the Recipient named above. The patient has the right to refuse to sign this authorization.

The Provider cannot condition treatment, payment, enrollment, or eligibility for benefits  
on the patient providing this signed authorization.

This authorization to release the health information listed above can be revoked at any  
time (upon written notification to the Recipient at the above address) except to the extent  
that (1) Provider has already released the health information before being notified of the  
revocation, or (2) Provider has taken action in reliance on this authorization.

When the patient's health information is used or disclosed pursuant to this authorization, it may be subject to redisclosure by the Recipient or any of its agents and/or employees and may no longer be protected by 45 CFR Parts 160 and 164.

A photocopy hereof shall have the same authority as the original.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
DANNY HANNA

\_\_\_\_\_  
(Address)

AUTHORIZATION AND DIRECTION FOR  
DISCLOSURE AND RELEASE OF MEDICAL RECORDS

I hereby authorize \_\_\_\_\_ hereafter referred to as the  
"Provider") to release or disclose the health records of:

Name of Patient: Danny Hanna

Date of Birth: 10/27/1964

Social Security Number: 256-37-2260

For the PURPOSE of: Litigation

AUTHORIZATION EXPIRATION DATE: December 31, 2013.

YOU ARE HEREBY AUTHORIZED AND DIRECTED to disclose and release the following  
to the law firm of Liskow & Lewis, One Shell Square, 701 Poydras Street, Suite 5000, New  
Orleans, LA 70139-5099; hereafter referred to as the "Recipient" of the health information.

Specific records requested and for all periods of time:

Any and all psychiatric, psychological, counsel or mental health records concerning the above-  
named patient for any and all periods of time.

This authorization does not authorize verbal communication by the Provider to the  
Recipient.

The undersigned patient (or personal representative on behalf of the patient) hereby  
authorizes the Provider named above to release the health information described above to  
the Recipient named above. The patient has the right to refuse to sign this authorization.

The Provider cannot condition treatment, payment, enrollment, or eligibility for benefits  
on the patient providing this signed authorization.

This authorization to release the health information listed above can be revoked at any  
time (upon written notification to the Recipient at the above address) except to the extent  
that (1) Provider has already released the health information before being notified of the  
revocation, or (2) Provider has taken action in reliance on this authorization.

When the patient's health information is used or disclosed pursuant to this authorization, it may be subject to redisclosure by the Recipient or any of its agents and/or employees and may no longer be protected by 45 CFR Parts 160 and 164.

A photocopy hereof shall have the same authority as the original.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
DANNY HANNA

\_\_\_\_\_  
(Address)

EMPLOYMENT RECORDS AUTHORIZATION

PATIENT'S NAME: Danny Hanna  
SOCIAL SECURITY NUMBER: 256-37-2260

To Whom It May Concern:

This will authorize the bearer, or Liskow & Lewis, including any partner, associate, or other employee thereof, to examine and obtain copies of all records concerning my employment, including all records in my personnel file. If I merely applied for employment, but was not accepted for employment, this authorization also permits the release of my employment applications. I hereby agree that a photostatic copy of this Authorization may serve as an original.

I understand that Liskow & Lewis will provide me with a copy of all records obtained pursuant to this authorization.

\_\_\_\_\_  
DANNY HANNA

Date: \_\_\_\_\_

<b>Form 4506</b> (Rev. January 2012) Department of the Treasury Internal Revenue Service	<b>Request for Copy of Tax Return</b> ▶ Request may be rejected if the form is incomplete or illegible.	OMB No. 1545-0429
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**Tip.** You may be able to get your tax return or return information from other sources. If you had your tax return completed by a paid preparer, they should be able to provide you a copy of the return. The IRS can provide a Tax Return Transcript for many returns free of charge. The transcript provides most of the line entries from the original tax return and usually contains the information that a third party (such as a mortgage company) requires. See Form 4506-T, Request for Transcript of Tax Return, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at [irs.gov](http://irs.gov) and click on "Order a Transcript" or call 1-800-898-9946.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.  DANNY HANNA	<b>1b</b> First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)  256-37-2260
<b>2a</b> If a joint return, enter spouse's name shown on tax return.  X	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)  X	
<b>4</b> Previous address shown on the last return filed if different from line 3 (see instructions)  X	
<b>5</b> If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

**Caution.** If the tax return is being mailed to a third party, ensure that you have filled in lines 6 and 7 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS return to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your return information, you can specify this limitation in your written agreement with the third party.

<b>6</b> Tax return requested. Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶	<input type="checkbox"/>
<b>7</b> Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than eight years or periods, you must attach another Form 4506.	
2008                      2009                      2010                      2011	

<b>8</b> Fee. There is a \$57 fee for each return requested. Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN or EIN and "Form 4506 request" on your check or money order.	
<b>a</b> Cost for each return	\$ 57.00
<b>b</b> Number of returns requested on line 7	4
<b>c</b> Total cost. Multiply line 8a by line 8b	\$ 228.00
<b>9</b> If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here <input type="checkbox"/>	

**Caution.** Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. Note: For tax returns being sent to a third party, this form must be received within 120 days of the signature date.

<b>Sign Here</b> Signature (see instructions) _____ Date _____ Title (if line 1a above is a corporation, partnership, estate, or trust) _____ Spouse's signature _____ Date _____	Phone number of taxpayer on line 1a or 2a _____
--	---

For Privacy Act and Paperwork Reduction Act Notice, see page 2. Cat. No. 41721E Form 4506 (Rev. 1-2012)



Form 4506 (Rev. 1-2012)

Page 2

Section references are to the Internal Revenue Code unless otherwise noted.

### What's New

The IRS has created a page on [irs.gov](http://irs.gov) for information about Form 4506 and its instructions, at [www.irs.gov/form4506](http://www.irs.gov/form4506). Information about any recent developments affecting Form 4506, Form 4506T and Form 4506T-EZ will be posted on that page.

### General Instructions

**Caution.** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506 to request a copy of your tax return. You can also designate (on line 5) a third party to receive the tax return.

**How long will it take?** It may take up to 60 calendar days for us to process your request.

**Tip.** Use Form 4506-T, Request for Transcript of Tax Return, to request tax return transcripts, tax account information, W-2 information, 1099 information, verification of non-filing, and record of account.

**Automated transcript request.** You can quickly request transcripts by using our automated self-help service tools. Please visit us at [irs.gov](http://irs.gov) and click on "Order a Transcript" or call 1-800-908-9946.

**Where to file.** Attach payment and mail Form 4506 to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual returns (Form 1040 series) and one for all other returns.

If you are requesting a return for more than one year and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

### Chart for individual returns (Form 1040 series)

If you filed an individual return and lived in:

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

RAVIS Team  
Stop 6716 AUSC  
Austin, TX 73361

Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming

RAVIS Team  
Stop 27106  
Fresno, CA 93858

Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia

RAVIS Team  
Stop 6705 P-9  
Kansas City, MO 64959

### Chart for all other returns

If you lived in or your business was in:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, or A.P.O. or F.P.O. address

RAVIS Team  
P.O. Box 9941  
Mail Stop 6734  
Ogden, UT 84409

Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin

RAVIS Team  
P.O. Box 145500  
Step 2600 F  
Cincinnati, OH 45260

### Specific Instructions

**Line 1b.** Enter your employer identification number (EIN) if you are requesting a copy of a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, please include it on this line 3.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3. Note. If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 6822, Change of Address.

**Signature and date.** Form 4506 must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the return be sent to a third party, the IRS must receive Form 4506 within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

**Individuals.** Copies of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506 exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506 can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506 can be signed by any person who was a member of the partnership during any part of the tax period requested on line 7.

**All others.** See section 6103(e). If the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506 for a taxpayer only if this authority has been specifically delegated to the representative on Form 2848, line 5. Form 2848 showing the delegation must be attached to Form 4506.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested return(s) under the Internal Revenue Code. We need this information to properly identify the return(s) and respond to your request. If you request a copy of a tax return, sections 6103 and 6109 require you to provide this information, including your SSN or EIN, to process your request. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

**Routine uses of this information include** giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

**The time needed to complete and file Form 4506 will vary depending on individual circumstances. The estimated average time is:** Learning about the law or the form, 10 min.; Preparing the form, 16 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506 simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Products Coordinating Committee  
SEW-CAR-MPT:MS  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

Do not send the form to this address. Instead, see **Where to file** on this page.

**LISKOW & LEWIS**  
A Professional Law Corporation

One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139  
(504) 581-7979 Main  
(504) 556-4108 Fax

www.liskow.com

822 Harding Street  
Post Office Box 52008  
Lafayette, LA 70505  
(337) 232-7424 Main  
(337) 267-2399 Fax

First City Tower  
1001 Fannin Street, Suite 1800  
Houston, TX 77002  
(713) 651-2900 Main  
(713) 651-2908 Fax

January 25, 2013

Thomas J. McGoey II

Direct: (504) 299-6101  
tjmcgoey@liskow.com

Jean-Paul Robert, Esq.  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737

VIA FACSIMILE AND U.S. MAIL

Re: *Danny Hanna v. Shell Exploration and Production, Inc., et. al.*,  
Civil District Court for the Parish of Orleans, State of Louisiana, No. 2012-07799  
Our File No. 78463.017

Dear Jean-Paul:

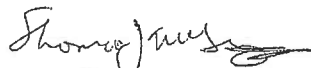
This is to address discovery issues in the referenced case.

Our clients, SIEP, Tipton, and Perrilliat, have responded to the requests for admissions propounded by Mr. Hanna. Their responses to Mr. Hanna's interrogatories and requests for production are complete, and they will provide these responses and documents once the Confidentiality Agreement and Protective Order is signed by the Court. We sent you the Agreement/Order and the associated Joint Motion in December. Please execute the Motion and the Agreement/Order and return it to us or let us know if you wish to make any changes.

Mr. Hanna's responses to the discovery propounded by our clients are also due. To the extent that you have been waiting to furnish his responses until the Agreement and Order are finalized, let's get any issues related to the Agreement/Order taken care of as soon as possible.

Feel free to call me to discuss these matters. I look forward to your prompt response.

Sincerely,



Thomas J. McGoey II

TJMMI/gcl

c: Jay Aldis, Esq. (w/encl.) – via electronic mail  
Brian Wadsworth (w/encl.) – via electronic mail  
Kathlyn Perez (w/encl.) – via electronic mail

1234896\_1

VERIFIED  
Nancy Jefferson  
Deputy Clerk  




**LISKOW & LEWIS**  
A Professional Law Corporation

One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139  
(504) 581-7979 Main  
(504) 556-4108 Fax

www.liskow.com

822 Harding Street  
Post Office Box 52008  
Lafayette, LA 70505  
(337) 232-7424 Main  
(337) 267-2399 Fax

First City Tower  
1001 Fannin Street, Suite 1800  
Houston, TX 77002  
(713) 651-2900 Main  
(713) 651-2908 Fax

February 8, 2013

Thomas J. McGoey II

Direct: (504) 299-6101  
tjmcgoey@liskow.com

Jean-Paul Robert, Esq.  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737

VIA U.S. MAIL

Re: *Danny Hanna v. Shell Exploration and Production, Inc., et. al.*,  
Civil District Court for the Parish of Orleans, State of Louisiana, No. 2012-07799  
Our File No. 78463.017

Dear Jean-Paul:

I sent you the enclosed letter regarding discovery issues in the referenced case on January 25, and I have received no reply. This is another request that you execute the Motion for Protective Order and the Agreement/Order and return them to us or let us know if you wish to make any changes. We are also waiting on Mr. Hanna's responses to the discovery propounded by our clients.

Feel free to call me to discuss these matters. I look forward to your prompt response.

Sincerely,



Thomas J. McGoey II

TJMI/gcl

c: Jay Aldis, Esq. (w/encl.) – via electronic mail  
Brian Wadsworth (w/encl.) – via electronic mail  
Kathlyn Perez (w/encl.) – via electronic mail

**Kindall James**

---

**From:** Thomas J McGoe II  
**Sent:** Tuesday, March 12, 2013 10:35 AM  
**To:** 'ss@attorneyatlawllc.com'; 'jpr@attorneyatlawllc.com'  
**Subject:** FW: Hanna v. SEPCO et al  
**Attachments:** Hanna - Joint Motion for Entry of Protective Order.pdf; Hanna - Revised Confidentiality Agmt and Protective Order.pdf

Shannon and Jean-Paul

At Shannon's request, I granted an extension on Mr. Hanna's discovery responses that ran through March 8. I haven't received any responses or the executed Confidentiality Agreement and Motion. What's the hold up?

Tommy McGoe

**Thomas J. McGoe II**

(504) 299-6101 Direct  
(504) 310-0101 Fax  
(504) 231-9849 Cell  
[tjmcgoey@liskow.com](mailto:tjmcgoey@liskow.com)

**LISKOW & LEWIS**

New Orleans | Lafayette | Houston

One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139  
[www.liskow.com](http://www.liskow.com)

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---

**From:** Thomas J McGoe II  
**Sent:** Tuesday, February 19, 2013 10:24 AM  
**To:** 'ss@attorneyatlawllc.com'; 'jpr@attorneyatlawllc.com'  
**Cc:** Kindall James; 'Perez, Kathlyn'  
**Subject:** FW: Hanna v. SEPCO et al

Shannon

In response to your request this morning, I am forwarding our email to Jean-Paul dated January 4, 2013, and the attached final Joint Motion and Confidentiality Agreement that incorporated the changes that all counsel approved (see the earlier December 20 email below). Please print the attachments on legal size paper and have Jean-Paul sign them and return them to me for filing. Thanks, and let me know if you need anything else.

Tommy

**Thomas J. McGoe II**

(504) 299-6101 Direct

(504) 310-0101 Fax  
(504) 231-9849 Cell  
[tjmcoey@liskow.com](mailto:tjmcoey@liskow.com)

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---

**From:** Kindall James  
**Sent:** Friday, January 04, 2013 10:42 AM  
**To:** 'Jean-Paul Robert'  
**Cc:** Thomas J McGoey II; 'kperez@bakerdonelson.com'  
**Subject:** RE: Hanna v. SEPCO et al

Jean-Paul,

The joint motion and protective order that were attached to my December 20 email below were in final form and ready for you to print and sign. I am re-attaching both the motion and the order as .pdf files in case you were unable to open the word documents that were attached to my previous email.

Please sign both the motion and the order, and mail the originals to Tommy McGoey, 701 Poydras Street, Suite 5000, New Orleans, La 70139. He will take care of filing the documents with the Court. If you need to reach Tommy by phone, his number is 504-299-6101.

Also, please make a note that I will be on maternity leave from January 7th through April 1st of this year, and direct all correspondence during that time period to Tommy McGoey with a copy to me.

Thank you,

Kindall

---

**From:** Jean-Paul Robert [<mailto:jpr@attorneyatlawllc.com>]  
**Sent:** Friday, January 04, 2013 9:40 AM  
**To:** Kindall James  
**Subject:** RE: Hanna v. SEPCO et al

I am fine with the changes to the protective order. Please send me a version that I can properly print for signing and returning please.

Yours truly,

/s/Jean-Paul Robert  
Attorney at law, LLC  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Tel: (225) 647-9200  
Fax: (225) 647-9300  
e-mail: [jpr@attorneyatlawllc.com](mailto:jpr@attorneyatlawllc.com)

**From:** Kindall James [<mailto:kjames@liskow.com>]  
**Sent:** Thursday, December 20, 2012 5:07 PM  
**To:** Jean-Paul Robert; 'kperez@bakerdonelson.com'  
**Cc:** Thomas J McGoey II  
**Subject:** Hanna v. SEPCO et al

Kathlyn and Jean-Paul,

Attached is the final draft of the Confidentiality Agreement and Protective Order, which incorporates both of your revisions.

Jean-Paul,

Will you sign the Agreement and Order and the Joint Motion, which is also attached, and mail the originals back to me? Once I receive the signed documents from you, I will obtain Kathlyn's signature and file the motion and the agreement with the court.

Thank you,  
Kindall

**Kindall C. James**

**Tel.: 504-556-4096**  
**Fax: 504-556-4108**  
**Email: [mailto:kjames@liskow.com](mailto:mailto:kjames@liskow.com)**

**LISKOW & LEWIS**  
New Orleans | Lafayette | Houston

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**Kindall James**

---

**From:** Kindall James  
**Sent:** Thursday, April 04, 2013 10:30 AM  
**To:** 'Shannon Smith'; 'Jean-Paul Robert'  
**Cc:** Thomas J McGoey II  
**Subject:** RE: Hanna v. SEPCO et al

Shannon and Jean-Paul,

Per Shannon's request below, we mailed the employment, medical, and tax record authorizations with Mr. Hanna's correct social security number to your office on March 12th. We still have not received Mr. Hanna's discovery responses or the signed authorizations. What is the status?

Kindall C. James

Tel.: 504-556-4096

Fax: 504-556-4108

Email: <mailto:kjames@liskow.com>

New Orleans | Lafayette | Houston

One Shell Square

701 Poydras Street, Suite 5000

New Orleans, LA 70139

[www.liskow.com](http://www.liskow.com) <<http://www.liskow.com>>

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From: Shannon Smith [<mailto:ss@attorneyatlawllc.com>]  
Sent: Tuesday, March 12, 2013 10:59 AM

To: Thomas J McGoey II  
Cc: Jean-Paul Robert  
Subject: RE: Hanna v. SEPCO et al

Mr. McGoey

I apologize and was actually about to call you to discuss. Mr. Hanna ended up coming in town and we were able to meet over the weekend to complete the responses. I had hoped to have them finalized yesterday; however I noticed the authorizations you provided have the incorrect social security number for Mr. Hanna. Please resend with Mr. Hanna's correct SS# 435-27-4262 and I will forward to him to execute ASAP.

Thank you,

Shannon M. Smith

Paralegal to

Jean-Paul Robert

Attorney at Law, LLC

2315 S. Burnside Avenue

Gonzales, Louisiana 70737

Telephone: (225) 647-9200

Facsimile: (225) 647-9300

ss@attorneyatlawllc.com

From: Thomas J McGoey II [mailto:tjmcgoey@Liskow.com]  
Sent: Tuesday, March 12, 2013 10:35 AM  
To: Shannon Smith; Jean-Paul Robert  
Subject: FW: Hanna v. SEPCO et al

Shannon and Jean-Paul



At Shannon's request, I granted an extension on Mr. Hanna's discovery responses that ran through March 8. I haven't received any responses or the executed Confidentiality Agreement and Motion. What's the h up?

Tommy McGoey

Thomas J. McGoey II

(504) 299-6101 Direct  
(504) 310-0101 Fax  
(504) 231-9849 Cell

tjmcgoey@liskow.com

New Orleans | Lafayette | Houston

One Shell Square

701 Poydras Street, Suite 5000

New Orleans, LA 70139

www.liskow.com <<http://www.liskow.com>>

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From: Thomas J McGoey II  
Sent: Tuesday, February 19, 2013 10:24 AM  
To: 'ss@attorneyatlawllc.com'; 'jpr@attorneyatlawllc.com'  
Cc: Kindall James; 'Perez, Kathlyn'  
Subject: FW: Hanna v. SEPCO et al

Shannon

In response to your request this morning, I am forwarding our email to Jean-Paul dated January 4, 2013, and the attached final Joint Motion and Confidentiality Agreement that incorporated the changes that all counsel approved (see the earlier December 20 email below).

Please print the attachments on legal size paper and have Jean-Paul sign them and return them to me for filing. Thanks, and let me know if you need anything else.

Tommy

Thomas J. McGoey II

(504) 299-6101 Direct  
(504) 310-0101 Fax  
(504) 231-9849 Cell

tjmcgoey@liskow.com

New Orleans | Lafayette | Houston

One Shell Square

701 Poydras Street, Suite 5000

New Orleans, LA 70139

www.liskow.com <<http://www.liskow.com>>

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From: Kindall James  
Sent: Friday, January 04, 2013 10:42 AM  
To: 'Jean-Paul Robert'  
Cc: Thomas J McGoey II; 'kperez@bakerdonelson.com'  
Subject: RE: Hanna v. SEPCO et al

Jean-Paul,

The joint motion and protective order that were attached to my December 20 email below were in final form and ready for you to print and sign. I am re-attaching both the motion and the

order as .pdf files in case you were unable to open the word documents that were attached to my previous email.

Please sign both the motion and the order, and mail the originals to Tommy McGoey, 701 Poydras Street, Suite 5000, New Orleans, La 70139. He will take care of filing the documents with the Court. If you need to reach Tommy by phone, his number is 504-299-6101.

Also, please make a note that I will be on maternity leave from January 7th through April 1st of this year, and direct all correspondence during that time period to Tommy McGoey with a copy to me.

Thank you,

Kindall

From: Jean-Paul Robert [mailto:jpr@attorneyatlawllc.com]  
Sent: Friday, January 04, 2013 9:40 AM  
To: Kindall James  
Subject: RE: Hanna v. SEPCO et al

I am fine with the changes to the protective order. Please send me a version that I can properly print for signing and returning please.

Yours truly,

/s/Jean-Paul Robert  
Attorney at law, LLC  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Tel: (225) 647-9200  
Fax: (225) 647-9300  
e-mail: jpr@attorneyatlawllc.com

From: Kindall James [mailto:kjames@liskow.com]  
Sent: Thursday, December 20, 2012 5:07 PM  
To: Jean-Paul Robert; 'kperez@bakerdonelson.com'  
Cc: Thomas J McGoey II  
Subject: Hanna v. SEPCO et al

Kathlyn and Jean-Paul,

Attached is the final draft of the Confidentiality Agreement and Protective Order, which incorporates both of your revisions.

Jean-Paul,

Will you sign the Agreement and Order and the Joint Motion, which is also attached, and mail the originals back to me? Once I receive the signed documents from you, I will obtain Kathlyn's signature and file the motion and the agreement with the court.

Thank you,

Kindall

Kindall C. James

Tel.: 504-556-4096

Fax: 504-556-4108

Email: <mailto:kjames@liskow.com>

New Orleans | Lafayette | Houston

One Shell Square

701 Poydras Street, Suite 5000

New Orleans, LA 70139

[www.liskow.com](http://www.liskow.com) <<http://www.liskow.com>>

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**LISKOW & JAMES**  
A Professional Law Corporation

One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139  
(504) 581-7979 Main  
(504) 556-4108 Fax

www.Liskow.com  
June 13, 2013

822 Harding Street  
Post Office Box 52008  
Lafayette, LA 70505  
(337) 232-7424 Main  
(337) 267-2399 Fax

Kindall C. James

1001 Fannin Street  
Suite 1800  
Houston, TX 77002  
(713) 651-2900 Main  
(713) 651-2908 Fax

Direct: (504) 556-4096  
kjames@liskow.com

Jean-Paul Robert, Esq.  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737

VIA FACSIMILE AND U.S. MAIL

Re: *Danny Hanna v. Shell Exploration and Production, Inc., et. al.*, Civil District  
Court for the Parish of Orleans, State of Louisiana, No. 2012-07799  
Our File No. 78463.017

Dear Jean-Paul:

My clients propounded Interrogatories and Requests for Production of Documents upon your client, Danny Hanna, on November 6, 2012. Despite multiple follow-up requests, we still have not received Mr. Hanna's responses to these discovery requests, which are long overdue.

Please consider this letter a request for a Rule 10.1 conference to discuss your client's failure to respond to the discovery propounded by my client. If I do not hear from you on or before the close of business on Thursday, June 21 regarding the requested conference, I will file a motion to compel.

Thank you for your attention to this matter, which I hope that we can amicably resolve.

Sincerely,

*Kindall C. James*  
Kindall C. James

KCJ/gcl

c: Kathryn Perez -- via fax

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA**

No.: 2012 - 7799

Division: C-10

Нанн о

versus

## Shell Exploration

PARTY TO BE SERVED:

THROUGH:

ADDRESS:

SUITE/ROOM:

CITY:

**SPECIAL SERVICE INSTRUCTIONS:**

DOCUMENT TYPE:

FILED BY ATTORNEY:

DATE OF FILING:

ATTACHMENTS/EXHIBITS:

## RETURN FOR PERSONAL SERVICE

(36)201207799 - 1.00 -- MOT

Served PERS on

DANNY HANNA THRU JEAN PAUL ROBERT at

2315 S Burnside AV, GONZALES

Service Date &amp; Time: 10/8/2013 2:01:56PM

THRU SECRETARY SHANNON SMITH

1424 - DECOTEAU, SGT. STEPHEN, Ascension Parish  
Deputy

Return same day

Deputy Sheriff of Orleans Parish

**ENTERED**

SERIAL NO.

DEPUTY

## SHERIFF'S RETURN

## DOMICILIARY SERVICE

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ served

INT: ~~copy~~ of the within.

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y leaving same at \_\_\_\_\_ domicile or usual

lace of adobe

a the hand of

a person of suitable age and discretion, residing therein

as a member of \_\_\_\_\_ domiciliary

establishment, whose name and other facts connected,

with this service I learned by interrogating the said

the said \_\_\_\_\_ being

absent from \_\_\_\_\_ domicile at time of said service.

Returned same day

Deputy Sheriff of Orleans Parish

**LISKOW & LEWIS**

A Professional Law Corporation

First City Tower  
1001 Fannin Street, Suite 1800  
Houston, TX 77002  
(713) 651-2900 Main  
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[www.Liskow.com](http://www.Liskow.com)

One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139  
(504) 581-7979 Main  
(504) 556-4108 Fax

822 Harding Street  
Post Office Box 52008  
Lafayette, LA 70505  
(337) 232-7424 Main  
(337) 267-2399 Fax

November 7, 2013

Kindall C. James

Direct: (713) 651-2945  
[kjames@liskow.com](mailto:kjames@liskow.com)

Hon. Sidney H. Cates IV, Judge  
Division "C" - Section 10  
421 Loyola Avenue, Room 306  
New Orleans, LA 70112

VIA FACSIMILE

Re: *Danny Hanna v. Shell Exploration and Production, Inc., et. al.*, Civil District Court for the Parish of Orleans, State of Louisiana, No. 2012-07799  
Our File No. 78463.017

Dear Judge Cates:

Per my discussion with your staff, this letter is to request a continuance without date with respect to the motion to compel set for hearing in the referenced matter tomorrow, November 8, 2013, at 9:00 am. We received Plaintiff's responses to the discovery requests that are at issue in the motion late yesterday afternoon. If we determine that Plaintiff's responses are not deficient after we have had the opportunity to review them, we will withdraw our motion to compel.

Should the Court have any questions, please do not hesitate to call.

Sincerely yours,



Kindall C. James

KCJ/ld

cc: Jean-Paul Robert (via electronic mail)  
Kathlyn Perez (via electronic mail)



**LISKOW & LEWIS**  
A Professional Law Corporation

1001 Fannin Street  
Houston, TX 77002  
(713) 651-2900 Main Phone  
(713) 651-2908/(713) 651-2907 Main Fax

[www.liskow.com](http://www.liskow.com)

Fax Transmittal

---

<b>To:</b>	<u>Judge Sidney H. Cates IV</u>	<b>Total Number of Pages:</b>	<u>2</u>
<b>Company:</b>	<u></u>	<b>Client.Matter Number:</b>	<u>Cause No. 2012-07799</u>
<b>Recipient Fax Number:</b>	<u>15045589794</u>	<b>Date Sent:</b>	<u>11/07/2013 02:51:13 PM -0601</u>
<b>Recipient Contact Number:</b>	<u></u>		
<b>From:</b>	<u>Laurie Duncan</u>		
<b>Sender Fax Number:</b>	<u>713-651-2908</u>		
<b>Sender Phone Number:</b>	<u>713-651-2959</u>		
<b>Sender Email Address:</b>	<u>lduncan@liskow.com</u>		

---

Comments

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA**

FILED

SUBPOENA

No. 2012-07799

DIVISION " C "  
DANNY HANNA

2014 MAR 21 A 11:56  
Docket No. 2012-07799

CIVIL  
DISTRICT COURT

VS.

SHELL EXPLORATION AND PRODUCTION INC., ET AL.

TO: Dr. Stephen Guillory, 805 Albertson's Pkwy, Suite C, Broussard, La. 70518

CLERK, CIVIL DISTRICT COURT - Please issue a subpoena to the above party as directed below.

## SUBPOENA REQUEST

[ ] **YOU ARE COMMANDED** to appear in the Civil District Court, Parish of Orleans in Division " \_\_\_\_\_ ", 421 Loyola Ave., New Orleans, LA 70112, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ .m., to testify the truth according to your knowledge, in a controversy pending herein between the parties above named; and hereof you are not to fail under the penalty of the law. By order of the Court.

## DEPOSITION SUBPOENA REQUEST

[ ] **YOU ARE COMMANDED** to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

## REQUEST FOR WRIT OF SUBPOENA DUCES TECUM

[ X ] **YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents or objects for the \_\_\_\_\_, trial  X  deposition, or \_\_\_\_\_ hearing (state type) deposition \_\_\_\_\_ at the place, date and time specified below (list documents or objects) pursuant to the provisions of Article 1354 et seq. of the LA Code of Civil Procedure.

Any and all medical records concerning Plaintiff, Danny Bert Hanna, as further described and authorized by the attached HIPPA compliant medical records authorization executed by Plaintiff.

APPEARANCE IS NOT NECESSARY IF THE DOCUMENTS ARE PRODUCED ON OR BEFORE APRIL 4, 2014.

PLACE OF DEPOSITION

DATE AND TIME

Liskow & Lewis, One Shell Square, 701 Poydras St., Suite 5000,  
New Orleans, LA 70139

Friday, April 4, 2014 at 9:00 a.m.

Issued at the request of; and,  
Fees and cost guaranteed by undersigned

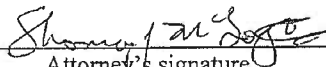
ATTORNEY

ATTORNEY'S  
NAME & BAR NUMBER

ADDRESS

&amp;

TELEPHONE NUMBER

  
Attorney's signature

Thomas J. McGoey II  
18330

Liskow & Lewis  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139-5099  
(504) 581-7979

File original and two copies with Clerk  
fourth copy for Attorney's File

ORIGINAL REQUEST



**AUTHORIZATION AND DIRECTION FOR  
DISCLOSURE AND RELEASE OF MEDICAL RECORDS**

FILED

MAY 21 AM 56

I hereby authorize Dr. Steven Guillory (hereafter referred to as the "Provider") to release or disclose the health records of:

CIVIL  
DISTRICT COURT

Name of Patient: **Danny Hanna**

Date of Birth: **/1964**

Social Security Number: **-4262**

For the PURPOSE of: **Litigation**

**AUTHORIZATION EXPIRATION DATE: December 31, 2014.**

**YOU ARE HEREBY AUTHORIZED AND DIRECTED** to disclose and release the following to the law firm of **Liskow & Lewis, One Shell Square, 701 Poydras Street, Suite 5000, New Orleans, LA 70139-5099**; hereafter referred to as the "Recipient" of the health information.

**Specific records requested and for all periods of time:**

Any and all medical records concerning the patient named above, including, but not limited to, pharmaceutical records; office or hospital medical records; patient information sheets; medical reports; x-rays and x-ray reports; interpretations of diagnostic tests; medication sheets; consultations; physical therapy records; and all hospital summaries and hospital records including, but not limited to, admitting records; admitting histories and physicals; psychiatric admissions records; case records, discharge summaries; physician's orders, progress notes, and nurses' notes; medical record summaries; emergency room records; physicians' orders, progress notes, and nurses' notes; and all other hospital notes, charts, documents and memoranda pertaining to any and all hospitalizations and/or out-patient visits, for any and all periods of time.

**This authorization does not authorize verbal communication by the Provider to the Recipient.**

**The undersigned patient (or personal representative on behalf of the patient) hereby authorizes the Provider named above to release the health information described above to the Recipient named above. The patient has the right to refuse to sign this authorization.**

**The Provider cannot condition treatment, payment, enrollment, or eligibility for benefits on the patient providing this signed authorization.**

**This authorization to release the health information listed above can be revoked at any time (upon written notification to the Recipient at the above address) except to the extent that (1) Provider has already released the health information before being notified of the revocation, or (2) Provider has taken action in reliance on this authorization.**

1180466\_1.DOCX



NOTARY PUBLIC

**BERNICE A. EVERS**  
Notary Public  
State of Louisiana  
Notary Identification #131480  
My Commission Is Issued For Life



# EXHIBIT A

*[Handwritten signature]*  
3/21/14

# LISKOW & LEWIS

A Professional Law Corporation

First City Tower  
1601 Fannin, Suite 1800  
Houston, TX 77002  
(713) 651-2900 Main  
(713) 651-2908 Fax

www.liskow.com

March 14, 2014

One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139  
(504) 581-7979 Main  
(504) 556-4108 Fax

Kindall C. James

822 Hardjono Street  
Post Office Box 52008  
Lafayette, LA 70505  
(337) 232-7424 Main  
(337) 267-2399 Fax

Direct: (713) 651-2945  
kjames@liskow.com

FILED

MAR 21 AM 50

CIVIL  
DISTRICT COURT

Jean-Paul Robert, Esq.  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737

## VIA FACSIMILE AND CERTIFIED MAIL

Re: *Danny Hanna v. Shell Exploration and Production, Inc., et. al.*, Civil District  
Court for the Parish of Orleans, State of Louisiana, No. 2012-07799  
Our File No. 78463.017

Dear Mr. Robert:

Please be advised that we will be serving a Notice of Records Deposition, Subpoena  
Duces Tecum and Medical Affidavit upon Dr. Steven Guillory to obtain the medical records of  
your client, Danny B. Hanna, seven days after service of this notice upon you as attorney of  
record.

This notice to you is made pursuant to Louisiana Revised Statute 13:3715.1

Sincerely,

*Kindall C. James*  
Kindall C. James

1364780 | DOCX

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DISTRICT COURT

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March 16, 2014 , 1:55 am	Processed through USPS Sort Facility	BATON ROUGE, LA 70828
March 15, 2014 , 7:39 pm	Processed through USPS Sort Facility	BATON ROUGE, LA 70826
March 15, 2014	Depart USPS Sort Facility	NORTH HOUSTON, TX 77315
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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

FILED

SUBPOENA

No. 2012-07799

DIVISION " C "  
DANNY HANNA

2014 MAR 21 AM 11:55  
Docket No. 2012-07799

DISTRICT COURT

VS.

SHELL EXPLORATION AND PRODUCTION INC., ET AL.

TO: Mutual of Omaha Insurance Company., through the Louisiana Secretary of State  
P.O. Box 3277 or 8585 Archives Ave., Baton Rouge, LA 70809  
**CLERK, CIVIL DISTRICT COURT** - Please issue a subpoena to the above party as directed below.

SUBPOENA REQUEST

[ ] **YOU ARE COMMANDED** to appear in the Civil District Court, Parish of Orleans in Division " \_\_\_\_\_ ", 421 Loyola Ave., New Orleans, LA 70112, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ .m., to testify the truth according to your knowledge, in a controversy pending herein between the parties above named; and hereof you are not to fail under the penalty of the law. By order of the Court.

DEPOSITION SUBPOENA REQUEST

[ ] **YOU ARE COMMANDED** to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

REQUEST FOR WRIT OF SUBPOENA DUCES TECUM

[ X ] **YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents or objects for the \_\_\_\_\_, trial  X  deposition, or \_\_\_\_\_ hearing (state type)  deposition  at the place, date and time specified below (list documents or objects) pursuant to the provisions of Article 1354 et seq. of the LA Code of Civil Procedure.

See Attachment A

APPEARANCE IS NOT NECESSARY IF THE DOCUMENTS ARE PRODUCED ON OR BEFORE APRIL 4, 2014.

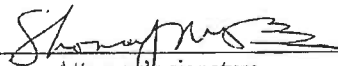
PLACE OF DEPOSITION	DATE AND TIME
Liskow & Lewis, 701 Poydras Street, Suite 5000, New Orleans, La 70139	Friday, April 4, 2014 at 9:00 a.m.

Issued at the request of; and,  
Fees and cost guaranteed by undersigned

ATTORNEY

ATTORNEY'S  
NAME & BAR NUMBER

ADDRESS  
&  
TELEPHONE NUMBER

  
Attorney's signature

Thomas J. McGee  
La. Bar. No. 18330  
Liskow & Lewis  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, La 70139  
(504) 581-7979

File original and two copies with Clerk  
fourth copy for Attorney's File

ORIGINAL REQUEST





ATTACHMENT A

FILED

The entire contents of all claim files and any documentation and records in any form regarding or pertaining to the claim for short-term disability benefits made by Danny Hanna (DOB: XX/XX/1964; SS#: XXX-XX-4262; Claim # 120300008101), including but not limited to handwritten, typed, printed, or electronic documents, film, photographs, or video, and including but not limited to the following categories:

CIVIL  
DISTRICT COURT

1. Any and all forms or documentation provided to or received from Danny Hanna;
2. Any and all notices sent to Danny Hanna;
3. All notes and documentation related to the provision, delay, or denial of short term disability benefits, including any electronically stored information;
4. Any and all documentation related to any investigation or determination of Danny Hanna's eligibility for short term disability benefits;
5. Any and all documentation, records, or information obtained to determine Danny Hanna's eligibility for benefits;
6. All records obtained pursuant to a subpoena duces tecum or a release or authorization signed by Danny Hanna, including a copy of the subpoena duces tecum, release or authorization;
7. Handwritten or typed summaries of medical records or other records reviewed in connection with Danny Hanna's claim for short term disability benefits;
8. All documentation, forms, notices or correspondence provided to or received from any physician or medical facility, including any notes of telephone conversations and requests for information;
9. All documentation, forms, notices or correspondence provided to or received from any employer of Danny Hanna;
10. All investigation reports regarding any accident or injury involving Danny Hanna, including photographs, drawings, diagrams, or representations of Danny Hanna;
11. All surveillance video, motion pictures, film, or movies in any format and taken at any time in connection with Danny Hanna's claim from short term disability benefits, including any video or film depicting Danny Hanna's disability or lack of disability; and
12. All documentation showing any and all benefits paid to Danny Hanna.

  
3/11/14



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

FILED

SUBPOENA

No. 2012-07799

DIVISION " C "

DANNY HANNA

VS.

SHELL EXPLORATION AND PRODUCTION INC., ET AL.

2014 MAR 21 A 11:55

Docket No. 2012-07799

CIVIL DISTRICT COURT

TO: United of Omaha Life Insurance Co., through the Louisiana Secretary of State  
P.O. Box 3277, B.R. La. 70821 or 8585 Archives Ave., Baton Rouge, LA 70809  
CLERK, CIVIL DISTRICT COURT - Please issue a subpoena to the above party as directed below.

SUBPOENA REQUEST

[ ] YOU ARE COMMANDED to appear in the Civil District Court, Parish of Orleans in Division " ", 421 Loyola Ave., New Orleans, LA 70112, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m., to testify the truth according to your knowledge, in a controversy pending herein between the parties above named; and hereof you are not to fail under the penalty of the law. By order of the Court.

DEPOSITION SUBPOENA REQUEST

[ ] YOU ARE COMMANDED to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

REQUEST FOR WRIT OF SUBPOENA DUCES TECUM

[ X ] YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects for the \_\_\_\_\_, trial  X  deposition, or \_\_\_\_\_ hearing (state type)  deposition  at the place, date and time specified below (list documents or objects) pursuant to the provisions of Article 1354 et seq. of the LA Code of Civil Procedure.

See Attachment A

APPEARANCE IS NOT NECESSARY IF THE DOCUMENTS ARE PRODUCED ON OR BEFORE APRIL 4, 2014.

PLACE OF DEPOSITION	DATE AND TIME
Liskow & Lewis, 701 Poydras Street, Suite 5000, New Orleans, La 70139	Friday, April 4, 2014 at 9:00 a.m.

Issued at the request of; and,  
Fees and cost guaranteed by undersigned

ATTORNEY

ATTORNEY'S  
NAME & BAR NUMBER

ADDRESS

&

TELEPHONE NUMBER

Thomas J. McGoey II  
Attorney's signature  
Thomas J. McGoey II  
La. Bar. No. 18330  
Liskow & Lewis  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, La 70139  
(504) 581-7979

File original and two copies with Clerk  
fourth copy for Attorney's File

ORIGINAL REQUEST

*[Handwritten signature and initials]*

ATTACHMENT A

The entire contents of all claim files and any documentation and records in any form regarding or pertaining to the claim for short-term disability benefits made by Danny Hanna (DOB: XX/XX/1964; SS#: XXX-XX-4262; Claim # 120300008101), including but not limited to handwritten, typed, printed, or electronic documents, film, photographs, or video, and including but not limited to the following categories:

1. Any and all forms or documentation provided to or received from Danny Hanna;
2. Any and all notices sent to Danny Hanna;
3. All notes and documentation related to the provision, delay, or denial of short term disability benefits, including any electronically stored information;
4. Any and all documentation related to any investigation or determination of Danny Hanna's eligibility for short term disability benefits;
5. Any and all documentation, records, or information obtained to determine Danny Hanna's eligibility for benefits;
6. All records obtained pursuant to a subpoena duces tecum or a release or authorization signed by Danny Hanna, including a copy of the subpoena duces tecum, release or authorization;
7. Handwritten or typed summaries of medical records or other records reviewed in connection with Danny Hanna's claim for short term disability benefits;
8. All documentation, forms, notices or correspondence provided to or received from any physician or medical facility, including any notes of telephone conversations and requests for information;
9. All documentation, forms, notices or correspondence provided to or received from any employer of Danny Hanna;
10. All investigation reports regarding any accident or injury involving Danny Hanna, including photographs, drawings, diagrams, or representations of Danny Hanna;
11. All surveillance video, motion pictures, film, or movies in any format and taken at any time in connection with Danny Hanna's claim for short term disability benefits, including any video or film depicting Danny Hanna's disability or lack of disability; and
12. All documentation showing any and all benefits paid to Danny Hanna.

  
3/21/14

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

FILED SUBPOENA

No. 2012-07799

DIVISION " C "  
DANNY HANNA

Docket No. 2012-07799  
2014 APR -3 A 11:45

VS.

SHELL EXPLORATION AND PRODUCTION INC., ET AL CIVIL DISTRICT COURT

TO: Mutual of Omaha Insurance Company., through the Louisiana Secretary of State  
P.O. Box 3277 or 8585 Archives Ave., Baton Rouge, LA 70809  
CLERK, CIVIL DISTRICT COURT - Please issue a subpoena to the above party as directed below.

SUBPOENA REQUEST

[ ] YOU ARE COMMANDED to appear in the Civil District Court, Parish of Orleans in Division " ", 421 Loyola Ave., New Orleans, LA 70112, on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_ o'clock \_\_\_\_ .m., to testify the truth according to your knowledge, in a controversy pending herein between the parties above named; and hereof you are not to fail under the penalty of the law. By order of the Court.

DEPOSITION SUBPOENA REQUEST

[ ] YOU ARE COMMANDED to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

REQUEST FOR WRIT OF SUBPOENA DUCES TECUM

[ X ] YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects for the \_\_\_\_\_, trial  X  deposition, or \_\_\_\_\_ hearing (state type)  deposition  at the place, date and time specified below (list documents or objects) pursuant to the provisions of Article 1354 et seq. of the LA Code of Civil Procedure.

See Attachment A

APPEARANCE IS NOT NECESSARY IF THE DOCUMENTS ARE PRODUCED ON OR BEFORE APRIL 4, 2014.

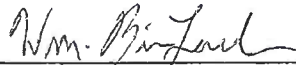
PLACE OF DEPOSITION	DATE AND TIME
Liskow & Lewis, 701 Poydras Street, Suite 5000, New Orleans, La 70139	Friday, April 4, 2014 at 9:00 a.m.

Issued at the request of; and,  
Fees and cost guaranteed by undersigned

ATTORNEY

ATTORNEY'S  
NAME & BAR NUMBER

ADDRESS  
&  
TELEPHONE NUMBER



Attorney's signature

Brian London  
La. Bar No. 33948  
Liskow & Lewis  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, La 70139  
(504) 581-7979

File original and two copies with Clerk  
fourth copy for Attorney's File

ORIGINAL REQUEST



ATTACHMENT A

The entire contents of all claim files and any documentation and records in any form regarding or pertaining to the claim for short-term disability benefits made by Danny Hanna (DOB: XX/XX/1964; SS#: XXX-XX-4262; Claim # 120300008101), including but not limited to handwritten, typed, printed, or electronic documents, film, photographs, or video, and including but not limited to the following categories:

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6. All records obtained pursuant to a subpoena duces tecum or a release or authorization signed by Danny Hanna, including a copy of the subpoena duces tecum, release or authorization;
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12. All documentation showing any and all benefits paid to Danny Hanna.

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

No. 2012-07799

DIVISION " C "  
DANNY HANNA

SUBPOENA  
**FILED**  
Docket No. 2012-07799  
2014 APR -3 A 11:45

VS.

SHELL EXPLORATION AND PRODUCTION INC., ET AL.

CIVIL  
DISTRICT COURT

TO: United of Omaha Life Insurance Co., through the Louisiana Secretary of State  
P.O. Box 3277, B.R. La. 70821 or 8585 Archives Ave., Baton Rouge, LA 70809  
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La. Bar. No. 33948

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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

SUBPOENA

No. 2012-07799

DIVISION " C "  
DANNY HANNA

Docket No. 2012-07799

VS.

SHELL EXPLORATION AND PRODUCTION INC., ET AL.

TO: Dr. Stephen Guillory, 805 Albertson's Pkwy, Suite C, Broussard, La. 70518

CLERK, CIVIL DISTRICT COURT - Please issue a subpoena to the above party as directed below.

SUBPOENA REQUEST

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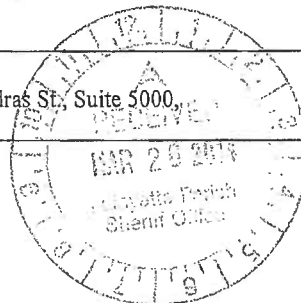
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Any and all medical records concerning Plaintiff, Danny Bert Hanna, as further described and authorized by the attached HIPPA compliant medical records authorization executed by Plaintiff.

APPEARANCE IS NOT NECESSARY IF THE DOCUMENTS ARE PRODUCED ON OR BEFORE APRIL 4, 2014.

PLACE OF DEPOSITION	DATE AND TIME
Liskow & Lewis, One Shell Square, 701 Poydras St., Suite 5000, New Orleans, LA 70139	Friday, April 4, 2014 at 9:00 a.m.

Issued at the request of; and,  
Fees and cost guaranteed by undersigned



DALE N. ATKINS, CLERK  
CIVIL DISTRICT COURT

ATTORNEY

ATTORNEY'S  
NAME & BAR NUMBER

ADDRESS  
&  
TELEPHONE NUMBER

*Thomas J. McGoey II*  
Attorney's signature  
Thomas J. McGoey II  
18330  
Liskow & Lewis  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139-5099  
(504) 581-7979

*Dale N. Atkins*

File original and two copies with Clerk  
fourth copy for Attorney's File

SHERIFF'S RETURN COPY

*Francine Roberts*  
VERIFIED  
4-4-14

AUTHORIZATION AND DIRECTION FOR  
DISCLOSURE AND RELEASE OF MEDICAL RECORDS

I hereby authorize Dr. Steven Guillory (hereafter referred to as the "Provider") to release or disclose the health records of:

Name of Patient: Danny Hanna

Date of Birth: 7/1964

Social Security Number: -4262

For the PURPOSE of: Litigation

AUTHORIZATION EXPIRATION DATE: December 31, 2014.

YOU ARE HEREBY AUTHORIZED AND DIRECTED to disclose and release the following to the law firm of Liskow & Lewis, One Shell Square, 701 Poydras Street, Suite 5000, New Orleans, LA 70139-5099; hereafter referred to as the "Recipient" of the health information.

Specific records requested and for all periods of time:

Any and all medical records concerning the patient named above, including, but not limited to, pharmaceutical records; office or hospital medical records; patient information sheets; medical reports; x-rays and x-ray reports; interpretations of diagnostic tests; medication sheets; consultations; physical therapy records; and all hospital summaries and hospital records including, but not limited to, admitting records; admitting histories and physicals; psychiatric admissions records; case records, discharge summaries; physician's orders, progress notes, and nurses' notes; medical record summaries; emergency room records; physicians' orders, progress notes, and nurses' notes; and all other hospital notes, charts, documents and memoranda pertaining to any and all hospitalizations and/or out-patient visits, for any and all periods of time.

This authorization does not authorize verbal communication by the Provider to the Recipient.

The undersigned patient (or personal representative on behalf of the patient) hereby authorizes the Provider named above to release the health information described above to the Recipient named above. The patient has the right to refuse to sign this authorization.

The Provider cannot condition treatment, payment, enrollment, or eligibility for benefits on the patient providing this signed authorization.


This authorization to release the health information listed above can be revoked at any time (upon written notification to the Recipient at the above address) except to the extent that (1) Provider has already released the health information before being notified of the revocation, or (2) Provider has taken action in reliance on this authorization.



When the patient's health information is used or disclosed pursuant to this authorization, it may be subject to redisclosure by the Recipient or any of its agents and/or employees and may no longer be protected by 45 CFR Parts 160 and 164.

A photocopy hereof shall have the same authority as the original.

Dated this 4 day of February, 2014.

  
DANNY HANNA

(Address) HOUSTON, TX 77077

**AFIDAVIT FOR MEDICAL RECORDS**  
**PURSUANT TO LOUISIANA REVISED STATUTE 13:3715.1**

STATE OF LOUISIANA

PARISH OF ORLEANS

Before me, the undersigned Notary Public, personally came and appeared,

**THOMAS J. MCGOEY II**

a person of the full age of majority and a resident of the Parish of Orleans, State of Louisiana,  
who, after first being duly sworn, did depose and say:

1.

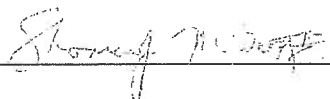
That Affiant is an Attorney of Record for Defendant, Shell International Exploration and Production, Inc., in the matter of Danny Hanna v. Shell Exploration and Production, Inc., et al. No. 2012-07799 on the docket of the Civil District Court for the Parish of Orleans, State Of Louisiana.

2.

That on March 14, 2014, Affiant served notice on Jean-Paul Robert, Esq., Attorney for Plaintiff, by certified mail of the Defendant's intent to issue a subpoena for the medical records of the Plaintiff in this litigation, from Dr. Steven Guillory.

3.

That the aforementioned notice was mailed to Attorney for Plaintiff via certified mail seven days prior to the issuance of the subpoena for Plaintiff's medical records. See Exhibit A.

  
\_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 21st DAY OF  
March, 2014.

  
\_\_\_\_\_  
NOTARY PUBLIC

**BERNICE A. EVERS**  
Notary Public  
State of Louisiana  
Notary Identification #131480  
My Commission Is Issued For Life

# EXHIBIT A

**LISKOW & LEWIS**  
A Professional Law Corporation

First City Tower  
1001 Fannin, Suite 1800  
Houston, TX 77002  
(713) 651-2900 Main  
(713) 651-2908 Fax

www.Liskow.com

One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139  
(504) 581-7979 Main  
(504) 556-4108 Fax

822 Harding Street  
Post Office Box 52008  
Lafayette, LA 70505  
(337) 232-7424 Main  
(337) 267-2399 Fax

March 14, 2014

Kindall C. James

Direct: (713) 651-2945  
kjames@liskow.com

Jean-Paul Robert, Esq.  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737

**VIA FACSIMILE AND CERTIFIED MAIL**

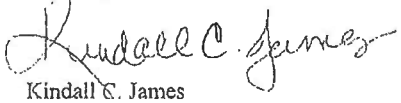
Re: *Danny Hanna v. Shell Exploration and Production, Inc., et. al.*, Civil District  
Court for the Parish of Orleans, State of Louisiana, No. 2012-07799  
Our File No. 78463.017

Dear Mr. Robert:

Please be advised that we will be serving a Notice of Records Deposition, Subpoena  
Duces Tecum and Medical Affidavit upon Dr. Steven Guillory to obtain the medical records of  
your client, Danny B. Hanna, seven days after service of this notice upon you as attorney of  
record.

This notice to you is made pursuant to Louisiana Revised Statute 13:3715.1

Sincerely,

  
Kindall C. James

1364780 | DOCX

U.S. Postal Service CERTIFIED MAIL RECEIPT (Certification Fee/No Insurance Coverage Provided)		Postmark Here	
Postage	Cancellation Fee	Registration Fee (Excess over \$500)	Registered Delivery Fee (Excess over \$500)
Total \$			
Sent to: Jean-Paul Robert, Esq. Attorney at Law, L.L.C. 2315 S. Burnside Avenue Gonzales, LA 70737			

English

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Certified Mail™

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March 16, 2014, 1:55 am	Processed through USPS Sort Facility	BATON ROUGE, LA 70826
March 15, 2014, 7:39 pm	Processed through USPS Sort Facility	BATON ROUGE, LA 70826
March 15, 2014	Depart USPS Sort Facility	NORTH HOUSTON, TX 77315
March 14, 2014, 11:43 pm	Processed through USPS Sort Facility	NORTH HOUSTON, TX 77315

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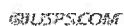
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**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA**

**SUBPOENA**

No. 2012-07799

DIVISION " C "  
DANNY HANNA

Docket No. 2012-07799

VS.

SHELL EXPLORATION AND PRODUCTION INC., ET AL.

TO: United of Omaha Life Insurance Co., through the Louisiana Secretary of State  
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See Attachment A

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**APR 03 2014 3:00 PM**  
 I made service on the named party through the  
 Office of the Secretary of State  
 by tendering a copy of this document to  
☒ TAMMY CLOVER ☐ MEGHAN SHANKS

PLACE OF DEPOSITION

Liskow &amp; Lewis, 701 Poydras Street, Suite 5000, New Orleans, La 70139

DATE AND TIME

Friday, April 4, 2014 at 9:00 a.m.

**RECEIVED**DALE N. ATKINS, CLERK  
CIVIL DISTRICT COURT

Issued at the request of; and,  
 Fees and cost guaranteed by undersigned

**APR 03 2014****E.B.R. SHERIFF'S OFFICE**

ATTORNEY



Attorney's signature

ATTORNEY'S  
 NAME & BAR NUMBER

W. Brian London  
 La. Bar. No. 33948

ADDRESS  
 &  
 TELEPHONE NUMBER

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 One Shell Square  
 701 Poydras Street, Suite 5000  
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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
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No. 2012-07799

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DANNY HANNA

Docket No. 2012-07799

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Liskow &amp; Lewis, 701 Poydras Street, Suite 5000, New Orleans, La 70139

Issued at the request of; and,  
Fees and cost guaranteed by undersigned

DALE N. ATKINS, CLERK  
CIVIL DISTRICT COURT

ATTORNEY

ATTORNEY'S  
NAME & BAR NUMBER

ADDRESS

&amp;

TELEPHONE NUMBER

E.B.R. SHERIFF'S OFFICE  
Wm. B. Zuck  
Attorney's signature

Brian London  
La. Bar No. 33948  
Liskow & Lewis  
One Shell Square  
701 Poydras Street, Suite 5000  
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(504) 581-7979

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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

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No. 2012-07799

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**CLERK, CIVIL DISTRICT COURT** - Please issue a subpoena to the above party as directed below.

## SUBPOENA REQUEST

[ ] **YOU ARE COMMANDED** to appear in the Civil District Court, Parish of Orleans in Division " \_\_\_\_\_ ", 421 Loyola Ave., New Orleans, LA 70112, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ .m., to testify the truth according to your knowledge, in a controversy pending herein between the parties above named; and hereof you are not to fail under the penalty of the law. By order of the Court.

## DEPOSITION SUBPOENA REQUEST

[ ] **YOU ARE COMMANDED** to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

[ X ] **YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents or objects for the \_\_\_\_\_, trial \_\_\_\_\_ deposition \_\_\_\_\_ or hearing (state \_\_\_\_\_) at the place, date and time specified below (list documents or objects) pursuant to the provisions of Article 1354 et seq. of the Code of Civil Procedure.

See Attachment A

APPEARANCE IS NOT NECESSARY IF THE DOCUMENTS ARE PRODUCED ON OR BEFORE APRIL 4, 2014.

PLACE OF DEPOSITION

Liskow &amp; Lewis, 701 Poydras Street, Suite 5000, New Orleans, La 70139

DATE AND TIME

Friday, April 4, 2014 at 9:00 a.m.

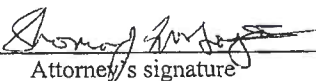
Issued at the request of; and,  
Fees and cost guaranteed by undersigned

DALE N. ATKINS, CLERK  
CIVIL DISTRICT COURT

ATTORNEY

ATTORNEY'S  
NAME & BAR NUMBER

ADDRESS  
&  
TELEPHONE NUMBER

  
Attorney's signature

Thomas J. McGoe II  
La. Bar. No. 18330

Liskow & Lewis  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, La 70139  
(504) 581-7979

File original and two copies with Clerk  
fourth copy for Attorney's File

SHERIFF'S RETURN COPY

ATTACHMENT A

The entire contents of all claim files and any documentation and records in any form regarding or pertaining to the claim for short-term disability benefits made by Danny Hanna (DOB: XX/XX/1964; SS#: XXX-XX-4262; Claim # 120300008101), including but not limited to handwritten, typed, printed, or electronic documents, film, photographs, or video, and including but not limited to the following categories:

1. Any and all forms or documentation provided to or received from Danny Hanna;
2. Any and all notices sent to Danny Hanna;
3. All notes and documentation related to the provision, delay, or denial of short term disability benefits, including any electronically stored information;
4. Any and all documentation related to any investigation or determination of Danny Hanna's eligibility for short term disability benefits;
5. Any and all documentation, records, or information obtained to determine Danny Hanna's eligibility for benefits;
6. All records obtained pursuant to a subpoena duces tecum or a release or authorization signed by Danny Hanna, including a copy of the subpoena duces tecum, release or authorization;
7. Handwritten or typed summaries of medical records or other records reviewed in connection with Danny Hanna's claim for short term disability benefits;
8. All documentation, forms, notices or correspondence provided to or received from any physician or medical facility, including any notes of telephone conversations and requests for information;
9. All documentation, forms, notices or correspondence provided to or received from any employer of Danny Hanna;
10. All investigation reports regarding any accident or injury involving Danny Hanna, including photographs, drawings, diagrams, or representations of Danny Hanna;
11. All surveillance video, motion pictures, film, or movies in any format and taken at any time in connection with Danny Hanna's claim from short term disability benefits, including any video or film depicting Danny Hanna's disability or lack of disability; and
12. All documentation showing any and all benefits paid to Danny Hanna.

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA**

## SUBPOENA

No. 2012-07799

DIVISION " C "  
DANNY HANNA

Docket No. 2012-07799

VS.

SHELL EXPLORATION AND PRODUCTION INC., ET AL.

TO: Mutual of Omaha Insurance Company., through the Louisiana Secretary of State  
P.O. Box 3277 or 8585 Archives Ave., Baton Rouge, LA 70809  
**CLERK, CIVIL DISTRICT COURT** - Please issue a subpoena to the above party as directed below.

## SUBPOENA REQUEST

[ ] **YOU ARE COMMANDED** to appear in the Civil District Court, Parish of Orleans in Division " ", 421 Loyola Ave., New Orleans, LA 70112, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m., to testify the truth according to your knowledge, in a controversy pending herein between the parties above named; and hereof you are not to fail under the penalty of the law. By order of the Court.

## DEPOSITION SUBPOENA REQUEST

[ ] **YOU ARE COMMANDED** to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

[ X ] **YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents or objects for the \_\_\_\_\_, trial X deposition, or \_\_\_\_\_ hearing (state the deposition at the place, date and time specified below (List documents or objects) pursuant to the provisions of Article 1354 et seq. of the LA Code of Civil Procedure.

See Attachment A

APPEARANCE IS NOT NECESSARY IF THE DOCUMENTS ARE PRODUCED ON OR BEFORE APRIL 4, 2014.

PLACE OF DEPOSITION

Liskow &amp; Lewis, 701 Poydras Street, Suite 5000, New Orleans, La 70139

DATE AND TIME

Friday, April 4, 2014 at 9:00 a.m.

Issued at the request of; and,

Fees and cost guaranteed by undersigned SHERIFF'S OFFICE

DALE N. ATKINS, CLERK  
CIVIL DISTRICT COURT

ATTORNEY

ATTORNEY'S  
NAME & BAR NUMBERADDRESS  
&  
TELEPHONE NUMBERThomas J. McGoey  
La. Bar. No. 18330Liskow & Lewis  
One Shell Square  
701 Poydras Street, Suite 5000  
New Orleans, La 70139  
(504) 581-7979

File original and two copies with Clerk  
fourth copy for Attorney's File

SHERIFF'S RETURN COPY

**ATTACHMENT A**

The entire contents of all claim files and any documentation and records in any form regarding or pertaining to the claim for short-term disability benefits made by Danny Hanna (DOB: XX/XX/1964; SS#: XXX-XX-4262; Claim # 120300008101), including but not limited to handwritten, typed, printed, or electronic documents, film, photographs, or video, and including but not limited to the following categories:

1. Any and all forms or documentation provided to or received from Danny Hanna;
2. Any and all notices sent to Danny Hanna;
3. All notes and documentation related to the provision, delay, or denial of short term disability benefits, including any electronically stored information;
4. Any and all documentation related to any investigation or determination of Danny Hanna's eligibility for short term disability benefits;
5. Any and all documentation, records, or information obtained to determine Danny Hanna's eligibility for benefits;
6. All records obtained pursuant to a subpoena duces tecum or a release or authorization signed by Danny Hanna, including a copy of the subpoena duces tecum, release or authorization;
7. Handwritten or typed summaries of medical records or other records reviewed in connection with Danny Hanna's claim for short term disability benefits;
8. All documentation, forms, notices or correspondence provided to or received from any physician or medical facility, including any notes of telephone conversations and requests for information;
9. All documentation, forms, notices or correspondence provided to or received from any employer of Danny Hanna;
10. All investigation reports regarding any accident or injury involving Danny Hanna, including photographs, drawings, diagrams, or representations of Danny Hanna;
11. All surveillance video, motion pictures, film, or movies in any format and taken at any time in connection with Danny Hanna's claim from short term disability benefits, including any video or film depicting Danny Hanna's disability or lack of disability; and
12. All documentation showing any and all benefits paid to Danny Hanna.

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

DOCKET NO.: 2012-7799

DIVISION: C-10

DANNY HANNA

2014 APR 28 A 11:43

VERSUS

CIVIL  
DISTRICT COURT

SHELL EXPLORATION AND PRODUCTION, INC., BRUNEL ENERGY, INC.,  
CHARLES PERILLIAT, MARK TIPTON, 123 INSURANCE COMPANY AND  
XYZ INSURANCE COMPANY

**NOTICE OF DEPOSITION**

TO: Kindall C. James  
LISKOW & LEWIS  
First City Tower  
1001 Fannin, Ste. 1800  
Houston, Texas 77002

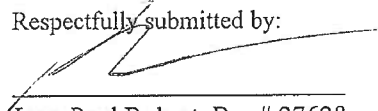
Thomas J. McGoey II  
LISKOW & LEWIS  
701 Poydras Street, Ste. 5000  
New Orleans, LA 70139-5099

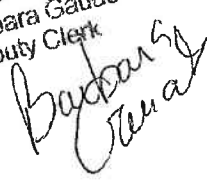
Kathlyn Perez Bethune  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
201 St. Charles Avenue, Suite 3600  
New Orleans, Louisiana 70170

**PLEASE TAKE NOTICE** that the undersigned will take the oral deposition of the deponent named below pursuant to the Louisiana Code of Civil Procedure for all purposes commencing on the date and at the time and place designated below and thereafter from day to day as the taking of the deposition may be adjourned, at which time and place you are hereby notified to appear and take part as you may feel advisable.

<b><u>DEPONENT</u></b>	<b><u>LOCATION</u></b>	<b><u>DATE AND TIME</u></b>
Charles Perrilliat	LISKOW & LEWIS One Shell Square 701 Poydras Street, Ste. 5000 New Orleans, Louisiana 70139	May 23, 2014 @ 10:00 a.m.

Respectfully submitted by:

  
Jean-Paul Robert, Bar # 27628  
Attorney at Law, L.L.C.  
2315 S. Burnside Ave.  
Gonzales, LA 70737  
Telephone: (225) 647-9200  
Facsimile: (225) 647-9300

4-28-14  
**VERIFIED**  
Barbara Gaude  
Deputy Clerk  




CERTIFICATE OF SERVICE

FILED

I hereby certify that the preceding Notice of Deposition has been delivered via facsimile and U.S. Postal Service to: ON APR 28 A 11:43

Kindall C. James  
LISKOW & LEWIS  
First City Tower  
1001 Fannin, Ste. 1800  
Houston, Texas 77002


CIVIL  
DISTRICT COURT

Thomas J. McGoey II  
LISKOW & LEWIS  
701 Poydras Street, Ste. 5000  
New Orleans, LA 70139-5099

Kathlyn Perez Bethune  
Baker, Donelson, Bearman, Caldwell & Berkowitz  
201 St. Charles Avenue, Suite 3600  
New Orleans, Louisiana 70170

on this 23<sup>rd</sup> day of April, 2014.

by:

  
\_\_\_\_\_  
Jean-Paul Robert, Bar # 27628  
Attorney at Law, L.L.C.

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA**

2014 APR 28 A 11:43

**SUBPOENA**

No.

DIVISION "C"

CIVIL  
DISTRICT COURT  
Docket No. 2012-7799

DANNY HANNA VS. SHELL EXPLORATION AND PRODUCTION, INC., et al

TO: Charles Perrilliat, through his counsel of record, Thomas J. McGoey, II, Liskow & Lewis, One  
Shell Square, 701 Poydras Street, Ste. 5000 New Orleans, LA 70139

**CLERK, CIVIL DISTRICT COURT** - Please issue a subpoena to the above party as directed below.

**SUBPOENA REQUEST**

[ ☐ ] **YOU ARE COMMANDED** to appear in the Civil District Court, Parish of Orleans in Division "\_\_\_\_", 421 Loyola Ave., New Orleans, LA 70112, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_m., to testify the truth according to your knowledge, in a controversy pending herein between the parties above named; and hereof you are not to fail under the penalty of the law. By order of the Court.

**DEPOSITION SUBPOENA REQUEST**

[ ☒ ] **YOU ARE COMMANDED** to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Law Office of John L. Young  
915 St. Louis Street, New Orleans, LA 70112

DATE AND TIME  
May 23, 2014 @ 10:00 a.m.

**REQUEST FOR WRIT OF SUBPOENA DUCES TECUM**

[ ☐ ] **YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents or objects for the \_\_\_\_ trial, \_\_\_\_ deposition, or \_\_\_\_ hearing (state type) \_\_\_\_\_ at the place, date and time specified below (list documents or objects) pursuant to the provisions of Article 1354 et. seq. of the LA Code of Civil Procedure.

**NOTICE: ARTICLE 1354 APPEARS IN FULL ON BACK OF SERVICE COPY**

PLACE

DATE AND TIME

DALE N. ATKINS, CLERK  
CIVIL DISTRICT COURT

Issued at the request of; and,  
Fees and cost guaranteed by undersigned

ATTORNEY

Attorney's signature

ATTORNEY'S  
NAME & BAR NUMBER

Jean-Paul Robert (#27628)

ADDRESS  
&  
TELEPHONE NUMBER

2315 S. Burnside Avenue, Gonzales, LA 70737

(225) 647-9200

File original and two copies with Clerk  
fourth copy for Attorney's File

ORIGINAL REQUEST

4-28-14  
**VERIFIED**  
Barbara Gaudin  
Deputy Clerk



**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA**

**SUBPOENA**

No.

DIVISION " C "

Docket No. 2012-7799

DANNY HANNA

vs. SHELL EXPLORATION AND PRODUCTION, INC., et al

TO: Charles Perrilliat, through his counsel of record, Thomas J. McGoey, II, Liskow & Lewis, One  
Shell Square, 701 Poydras Street, Ste. 5000 New Orleans, LA 70139

**CLERK, CIVIL DISTRICT COURT** - Please issue a subpoena to the above party as directed  
below.

**SUBPOENA REQUEST**

[ ☐ ] **YOU ARE COMMANDED** to appear in the Civil District Court, Parish of Orleans in Division  
"\_\_\_\_", 421 Loyola Ave., New Orleans, LA 70112, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at  
\_\_\_\_ o'clock \_\_\_\_m., to testify the truth according to your knowledge, in a controversy pending  
herein between the parties above named; and hereof you are not to fail under the penalty of the law. By order  
of the Court.

**DEPOSITION SUBPOENA REQUEST**

[ ☒ ] **YOU ARE COMMANDED** to appear at the place, date and time specified below to testify at the  
taking of a deposition in the above case.

PLACE OF DEPOSITION Law Office of John L. Young  
915 St. Louis Street, New Orleans, LA 70112

DATE AND TIME  
May 23, 2014 @ 10:00 a.m.

**REQUEST FOR WRIT OF SUBPOENA DUCES TECUM**

[ ☐ ] **YOU ARE COMMANDED** to produce and permit inspection and copying of the following docu-  
ments or objects for the \_\_\_\_ trial, \_\_\_\_ deposition, or \_\_\_\_ hearing (state type) \_\_\_\_  
at the place, date and time specified below (list documents or objects) pursuant to the  
provisions of Article 1354 et. seq. of the LA Code of Civil Procedure.

PLACE

DATE AND TIME

Issued at the request of, and,  
Fees and cost guaranteed by undersigned

DALE N. ATKINS, CLERK  
CIVIL DISTRICT COURT

ATTORNEY

Attorney's signature

ATTORNEY'S  
NAME & BAR NUMBER

Jean-Paul Roberi (#27628)

ADDRESS  
&  
TELEPHONE NUMBER

2315 S. Burnside Ave., Gonzales, LA 70737

(225) 647-9200

File original and two copies with Clerk  
fourth copy for Attorney's File

5/15/14  
**VERIFIED**  
Merlin M. Jackson

RETURN FOR PERSONAL SERVICE

On the 1 day of May  
2014 served a copy of the within

On Charles Perrilliat

in person Sail, Seely

Return same day

Edward S. Smith Jr. 4/24  
Deputy Sheriff of Orleans Parish

2:38 PM

DOMICILIARY SERVICE

On the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ served a copy of the within \_\_\_\_\_

On \_\_\_\_\_

by leaving same at \_\_\_\_\_  
domiciled or usual place of abode \_\_\_\_\_  
\_\_\_\_\_ in the  
hands of a person of suitable age and discretion,  
residing therein as a member of \_\_\_\_\_  
\_\_\_\_\_ domiciliary  
establishment, whose name and other facts  
connected, with this service I learned by  
interrogating the said \_\_\_\_\_  
\_\_\_\_\_ the said \_\_\_\_\_  
\_\_\_\_\_ being absent from \_\_\_\_\_  
\_\_\_\_\_ domicile at time of said service

Return same day

\_\_\_\_\_  
Deputy Sheriff of Orleans Parish

\_\_\_\_\_  
PAPER ENTERED RETURN  
\_\_\_\_\_  
SERIAL NO. 1 DEPUTY 1 PARISH

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA**

**SUBPOENA**

No.

DIVISION "C "

Docket No. 2012-7799

DANNY HANNA

VS.

SHELL EXPLORATION AND PRODUCTION, INC., et al

TO:

Charles Perrilliat, through his counsel of record, Thomas J. McGoey, II, Liskow & Lewis, One  
Shell Square, 701 Poydras Street, Ste. 5000 New Orleans, LA 70139

**CLERK, CIVIL DISTRICT COURT** - Please issue a subpoena to the above party as directed  
below.

**SUBPOENA REQUEST**

[ ☐ ] **YOU ARE COMMANDED** to appear in the Civil District Court, Parish of Orleans in Division  
"\_\_\_\_", 421 Loyola Ave., New Orleans, LA 70112, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at  
\_\_\_\_ o'clock \_\_\_\_ m., to testify the truth according to your knowledge, in a controversy pending  
herein between the parties above named; and hereof you are not to fail under the penalty of the law. By order  
of the Court.

**DEPOSITION SUBPOENA REQUEST**

[ ☒ ] **YOU ARE COMMANDED** to appear at the place, date and time specified below to testify at the  
taking of a deposition in the above case.

PLACE OF DEPOSITION Law Office of John L. Young  
915 St. Louis Street, New Orleans, LA 70112

DATE AND TIME  
May 23, 2014 @ 10:00 a.m.

**REQUEST FOR WRIT OF SUBPOENA DUCES TECUM**

[ ☐ ] **YOU ARE COMMANDED** to produce and permit inspection and copying of the following docu-  
ments or objects for the \_\_\_\_ trial, \_\_\_\_ deposition, or \_\_\_\_ hearing (state type) \_\_\_\_  
at the place, date and time specified below (list documents or objects) pursuant to the  
provisions of Article 1354 et. seq. of the LA Code of Civil Procedure.

PLACE

DATE AND TIME

DALE N. ATKINS, CLERK  
CIVIL DISTRICT COURT

Issued at the request of, and,  
Fees and cost guaranteed by undersigned

ATTORNEY

ATTORNEY'S  
NAME & BAR NUMBER

ADDRESS  
&  
TELEPHONE NUMBER

Attorney's signature

Jean-Paul Robert (#27628)

2315 S. Burnside Ave., Gonzales, LA 70737

(225) 647-9200

File original and two copies with Clerk  
fourth copy for Attorney's File

ATTORNEY'S NAME: Robert, Jean-Paul 27628  
AND ADDRESS: 2315 S. BURNSIDE AVENUE  
GONZALES LA 70737

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

NO: 2012 -- 07799 6 DIVISION: C SECTION: 10

HANNA, DANNY versus SHELL EXPLORATION AND PRODUCTION, INC., ETAL

CITATION

TO: SHELL EXPLORATION AND PRODUCTION, COMPANY, SHELL INTERNATIONAL EXPLORATION AND PRODUCTION, INC., MARK TIPTON  
THROUGH: ITS COUNSEL OF RECORD: KINDALL C. JAMES  
ONE SHELL SQUARE  
701 POYDRAS STREET, STE 5000  
NEW ORLEANS LA 70139

YOU HAVE BEEN SUED:

You must either comply with the demand contained in the petition  
SECOND AMENDED AND SUPPLEMENTAL PETITION FOR DAMAGES

a certified copy of which accompanies this citation, or file an answer or other legal pleading in the office of the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA, within fifteen (15) days after the service hereof under penalty of default

ADDITIONAL INFORMATION

Legal assistance is advisable. If you want a lawyer and can't find one, you may call the New Orleans Lawyer Referral Service at 504-561- 8828. This Referral Service operates in conjunction with the New Orleans Bar Association. If you qualify, you may be entitled to free legal assistance through the New Orleans Legal Assistance Corp. You may call them at 800-624-4771 or 504-525-4431.

\*\*\*\*\*COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE\*\*\*\*\*

IN WITNESS HEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA November 26, 2012

Clerk's Office, Room 402, Civil Courts  
421 Loyola Avenue  
New Orleans, LA

DALE N. ATKINS, Clerk of  
The Civil District Court  
for the Parish of Orleans  
State of LA

by   
Deputy Clerk

SHERIFF'S RETURN

(for use of process servers only)

PERSONAL SERVICE

On this 26 day of NOV  
2012 served a copy of the w/i petition  
SECOND AMENDED AND SUPPLEMENTAL PETITION FOR  
DAMAGES

On

SHELL EXPLORATION AND PRODUCTION, COMPANY, SHELL  
INTERNATIONAL EXPLORATION AND PRODUCTION, INC.,  
MARK TIPTON

THROUGH: ITS COUNSEL OF RECORD: KINDALL C. JAMES

*Mail, Secty 3:26 P.M.*

*Returned same day*  
*Shirley Smith* No. *477*  
Deputy Sheriff of *Orleans*

Mileage: \$

*UN* / ENTERED / *MM*  
PAPER 9107 RETURN

SERIAL NO. DEPUTY PARISH

*12/6/12*  
*Verified*  
*Merlin M. Jackson*

DOMICILIARY SERVICE

\* On this \_\_\_\_\_ day of \_\_\_\_\_  
\* \_\_\_\_\_ served a copy of the w/i petition  
\* SECOND AMENDED AND SUPPLEMENTAL PETITION FOR  
\* DAMAGES

\* On

\* SHELL EXPLORATION AND PRODUCTION, COMPANY,  
\* SHELL INTERNATIONAL EXPLORATION AND PRODUCTION,  
\* INC., MARK TIPTON

\* THROUGH: ITS COUNSEL OF RECORD: KINDALL C. JAMES

\* by leaving same at the dwelling house, or usual place of  
\* abode, in the hands of \_\_\_\_\_

\* a person of suitable age and discretion residing therein as  
\* a member of the domiciliary establishment, whose name  
\* and other facts connected with this service I learned by  
\* interrogating HIM / HER the said \_\_\_\_\_

\* SHELL EXPLORATION AND PRODUCTION, COMPANY, SHELL  
\* INTERNATIONAL EXPLORATION AND PRODUCTION, INC.,  
\* MARK TIPTON

\* being absent from the domicile at time of said service.  
\* Returned same day

No.

Deputy Sheriff of \_\_\_\_\_