STATE OF LOUISIANA
COURT OF APPEAL, THIRD CIRCUIT

25-305

WMH FARMS, LLC

VERSUS

APACHE CORPORATION (OF DELAWARE), ET AL.

****

APPEAL FROM THE
FIFTEENTH JUDICIAL DISTRICT COURT
PARISH OF ACADIA, NO. C-202010389
HONORABLE KRISTIAN EARLES, DISTRICT JUDGE

****

ELIZABETH A. PICKETT
CHIEF JUDGE

****

Court composed of Elizabeth A. Pickett, Van H. Kyzar, and Candyce G. Perret, Judges.

REVERSED IN PART, AFFIRMED IN PART, AND RENDERED.

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PICKETT, Chief Judge.

In this oilfield remediation case, the defendant appeals the trial court's grant of two summary judgments. One judgment declared that the defendant caused and is legally responsible for environmental damage to the plaintiff's property. The second judgment denied and dismissed the defendant's third-party claim against a co-defendant, its predecessor in title, to recover any amounts it might be required to pay as a result of damage caused by the third-party defendant to plaintiff's property. The judgment also denied the defendant's motions to continue the summary judgment hearing and to compel the third-party defendant's response to discovery. We reverse the trial court's grant of summary judgment in favor of the plaintiff and affirm the trial court's judgment dismissing the defendant's third-party claim against its predecessor in title.

FACTS

On May 28, 2020, WMH Farms, LLC ("WMH") filed suit against JP Oil Company, LLC, ("JP Oil") and six other defendants (former mineral lessees), seeking remediation of its property ("the property") and damages for environmental damage, as provided in La.R.S. 30:29 (also referred to as Act 312), alleging the defendants damaged the property while exploring for and producing oil and gas. All of the defendants, except JP Oil, negotiated settlements with WMH and were dismissed. JP Oil filed a third-party demand against Walter Oil and Gas Corporation ("Walter"), its predecessor in title, seeking to recover any amount it is ordered to pay for the alleged environmental damage on WMH's property.

In 2007, JP Oil acquired the ownership of and became the operator of two wells situated adjacent to the property pursuant to an assignment by Synergy Oil & Gas, L.P. Then, in 2017, JP Oil acquired the ownership of and became the operator

of a well, the F-13 Hoffpauir # 1 Well located on the property, from Walter. The Assignment (the Assignment) transferring ownership to JP Oil provided that JP Oil accepted the duty to plug and abandon any wells and to clean and restore the premises. In September 2020, the Louisiana Department of Natural Resources notified JP Oil and the other former mineral lessees "there appears to be soil and groundwater parameters with analytical results in excess of regulatory allowances . . . which may be indicative of potential impacts from historic oil and gas exploration and production activities."

WMH filed a motion for summary judgment seeking a judgment declaring that the property sustained environmental damage and that JP Oil is legally responsible for remediating the damage and referring the matter to the Louisiana Department of Energy and Natural Resources' (LDENR's) Office of Conservation to have JP Oil prepare "a plan for evaluation or remediation[.]" Walter also filed a motion for summary judgment in which it asserted JP Oil waived all warranties owed by Walter because the Assignment transferring title to JP Oil was "without warranties" and JP Oil's acquisition was "as is" and "where is." After conducting hearings on the two motions, the trial court granted both motions. JP Oil appealed. WMH filed an exception of prematurity, arguing that Act 312 sets out the procedure for evaluating environmental damage claims to real property and that JP Oil's appeal is premature under that procedure.

ASSIGNMENTS OF ERROR

JP Oil assigns the following errors with the trial court's judgment granting summary judgment in favor of WMH:

(1) The [trial court] erred in granting summary judgment based on improper evidence.

(2) The [trial court] erred in granting summary judgment based on incomplete evidence.

(3) The [trial court] erred in granting summary judgment because there are numerous disputed issues of material fact.

(4) The [trial court] erred in granting summary judgment because JP Oil was not allowed to conduct adequate discovery.

JP Oil asserts the trial court erred in granting Walter's motion for summary judgment and dismissing its claims against Walter because in doing so:

(1) The [trial court] erred in ruling that Walter conveyed something to JP Oil that did not exist.

(2) The [trial court] erred in making a factual determination that the "pit" was an appurtenance to the well, which directly contradicts the summary judgment evidence.

(3) The [trial court] erred in granting summary judgment because Walter's summary judgment evidence was incomplete.

(4) The [trial court] erred in granting summary judgment because JP Oil was not allowed to conduct adequate discovery.

(5) The [trial court] erred in dismissing JP Oil's detrimental reliance [c]laim.

(6) The [trial court] erred in dismissing JP Oil's contribution claim.

DISCUSSION

WMH's and JP Oil's claims are governed by Act 312, La.R.S. 30:29 (hereinafter "Act 312"), which governs claims for environmental damage resulting from oilfield operations. Act 312 defines the following terms applicable to remediation claims:

(1) "Contamination" shall mean the introduction or presence of substances or contaminants into a usable groundwater aquifer, an underground source of drinking water (USDW) or soil in such quantities as to render them unsuitable for their reasonably intended purposes.

(2) "Environmental damage" shall mean any actual or potential impact, damage, or injury to environmental media caused by

> contamination resulting from activities associated with oilfield sites or exploration and production sites. Environmental media shall include but not be limited to soil, surface water, ground water, or sediment.
>
> (3) "Evaluation or remediation" shall include but not be limited to investigation, testing, monitoring, containment, prevention, or abatement.

La.R.S. 30:29(I).

Prematurity

WMH argues JP Oil's appeal of the trial court's judgment must be submitted to the LDENR because under Act 312 that procedure takes precedence over the procedure in this court. To that end, WMH filed a motion asserting JP Oil's appeal should be dismissed.

Act 312 "provides the procedure for judicial resolution of claims for environmental damage to property arising from activities subject to the jurisdiction of the Department of Energy and Natural Resources, office of conservation." La.R.S. 30:29(A). Act 312 also provides an option for a defendant to have the trial court make a preliminary determination of whether plaintiff established "good cause" to proceed against the defendant and the procedure to be followed in such instances. La.R.S. 30:29(B)(6). Act 312 directs that the Code of Civil Procedure rules applying to summary judgment do not apply when a party seeks a preliminary determination of whether good cause exists. *Id.* Accordingly, the defendant is given notice that he has no right to appeal in that situation. JP Oil did not seek a preliminary determination.

To determine whether a defendant can appeal the trial court's grant of summary judgment finding it liable for environmental damage, we look to Act 312 and the rules of statutory interpretation.

> The starting point in the interpretation of any statute is the language of the statute itself. "When a law is clear and unambiguous and its application does not lead to absurd consequences, the law shall be applied as written and no further interpretation may be made in search of the intent of the legislature." La. Civ.Code. art. 9[.] However, "when the language of the law is susceptible of different meanings, it must be interpreted as having the meaning that best conforms to the purpose of the law." La. Civ.Code art. 10[.] Moreover, "when the words of a law are ambiguous, their meaning must be sought by examining the context in which they occur and the text of the law as a whole." La. Civ.Code art. 12.
>
> It is also well established that the Legislature is presumed to enact each statute with deliberation and with full knowledge of all existing laws on the same subject. Thus, legislative language will be interpreted on the assumption the Legislature was aware of existing statutes, well established principles of statutory construction and with knowledge of the effect of their acts and a purpose in view. It is equally well settled under our rules of statutory construction, where it is possible, courts have a duty in the interpretation of a statute to adopt a construction which harmonizes and reconciles it with other provisions dealing with the same subject matter. La. Civ.Code art. 13[.]

M.J. Farms, Ltd. v. Exxon Mobil Corp., 07-2371, pp. 13–14 (La. 7/1/08), 99 So.2d 16, 27 (case citations omitted).

Act 312 states only that the rules of summary judgment do not apply to parties who choose to proceed with a preliminary determination. It does not address appeals otherwise. We first note that not allowing a defendant to appeal a motion for summary judgment would remove the ultimate determination of environmental damage and the liable party from the courts, which is contrary to the legislature's intent that the claims are to be resolved by the judiciary. Additionally, if a defendant is not allowed to appeal a grant of summary judgment under Act 312, the defendant is deprived of his right to have his appeal resolved by the judiciary and his right to a trial by jury, in the event the appellate court determines the trial court erred in granting summary

judgment. For these reasons, we find JP Oil's appeal is not premature and proceed with our review.

WMH Farms, LLC

JP Oil argues the trial court's judgment must be reversed because its findings are based on improper and incomplete evidence and disputed issues of fact exist.

The trial court in its written reasons for granting WMH's motion for summary judgment found "no genuine issue of material fact as to the existence of 'environmental damage', as defined by La. R.S. 30:29 (Act 312)," on WMH's property and noted soil and groundwater sampling results attached to WMH's petition showed "levels which exceed applicable regulatory thresholds." The trial court further determined "there was no genuine issue of material fact that JP Oil is 'otherwise legally responsible' for the environmental damage on plaintiff's property, pursuant to La. R.S. 30:29(C)(1)."

Appellate courts review summary judgments de novo. *State v. La. Land & Expl. Co.*, 12-884 (La. 1/30/13), 110 So.3d 1038. Therefore, an appellate court asks the same questions the trial court asks when determining whether the trial court's grant of summary judgment is appropriate. *Id*. Appellate review focuses on whether genuine issues of material fact exist and whether the movant is entitled to judgment as a matter of law. La.Code Civ.P. art. 966(D)(1). This means judgment must be rendered in favor of the movant if the supporting evidence. *Id*.; La.Code Civ.P. art. 966(A)(4)(a). If the opposing party cannot produce any evidence to suggest that he will be able to meet his evidentiary burden at trial, no genuine issues of material fact exist. La.Code Civ.P. art. 966(D)(1).

A fact is material "if its existence or nonexistence may be essential to a plaintiff's cause of action under the applicable theory of recovery." *Campbell v. Orient-Express Hotels La., Inc*., 24-840, p. 5 (La. 3/21/25), 403 So.3d 573, 579. To determine whether a fact is material to an action, courts look to the applicable substantive law. *Id*. Finally, summary judgment procedure is favored and is designed to provide justice in a shortened and less expensive format. La.Code Civ.P. art. 966(A)(2).

Pursuant to La.Code Civ.P. art. 966(A)(4)(a), only the following documents can be submitted to support or oppose a motion for summary judgment:

> [P]leadings, memoranda, affidavits, depositions, answers to interrogatories, certified medical records, certified copies of public documents or public records, certified copies of insurance policies, authentic acts, private acts duly acknowledged, promissory notes and assignments thereof, written stipulations, and admissions.

Documents not included in this exclusive list are not permitted unless they are properly authenticated by an affidavit or the deposition to which they are attached. *Smith v. City Bank & Tr. Co.*, 18-664 (La.App. 3 Cir. 5/1/19), 271 So.3d 263. As a result, the trial court's reliance on the ICON data attached to WMH's motion to grant summary judgment does not satisfy Article 966's requirements.[1] However, WMH attached the affidavit of Charlie Beckett, Jr. to its motion for summary judgment. Paragraph 8 of the affidavit states:

> WMH Farms conducted soil and groundwater samples in the vicinity of well serial number 233455, 219847 and 221425 that were submitted to the Louisiana Department of Energy and Natural Resources ("LDENR"). A true and correct copy of the results of the environmental samples and a map of the sample locations that was submitted to LDENR is [sic] attached hereto as Exhibit **A-6**.

[1] The ICON data that WMH relies on consisted of soil and groundwater samples and analyses conducted by ICON Environmental Services (ICON) on behalf of WMH.

Gypsum Subfloors, Inc. v. DDG Construction, Inc., 19-877 (La.App. 3 Cir. 7/8/20), 304 So.3d 573, addressed the concept of personal knowledge required for affidavits, explaining that for the purpose of summary judgment procedure, establishing personal knowledge requires an affidavit to state facts that are admissible in evidence and show the affiant is competent to testify to the information stated therein. La.Code Civ.P. art. 967(A). "Personal knowledge is based on what the affiant actually saw or heard, as opposed to what he learned second hand from another source. Conclusory statements about an affiant's competency or personal knowledge do not satisfy La.Code Civ.P. art. 967(A)." 304 So.3d at 577 (citation omitted).

Only certified copies of public documents can be filed or referenced in support of or in opposition to a motion for summary judgment. La.Code Civ.P. art. 966(A)(4)(a). Records can be certified by the person designated as the keeper of the same.

JP Oil contends the trial court erred in considering the ICON report attached to WMH's motion for summary judgment simply because it was attached to Mr. Beckett's affidavit. It argues the affidavit does not establish that it is based on Mr. Beckett's personal knowledge as required by La.Code Civ.P. art. 967(A).

Louisiana Code of Evidence Article 1005 (emphasis added) further provides:

> The contents of an official record, or of a document authorized to be recorded or filed and actually recorded or filed, including data compilations in any form, if otherwise admissible, may be proved by copy, certified as correct in accordance with Article 902 or *testified to be correct by a witness who has compared it with the original.* If a copy which complies with the foregoing cannot be obtained by the exercise of reasonable diligence, then other evidence of the contents may be given.

Regarding ICON's testing and test results, Mr. Beckett states in his affidavit: "I reviewed the public records available through [LDENR] Office of Conservation for the operational and compliance history of the oil and gas exploration and production activities on the Property[,]" and "[a] true and correct copy of the results of the environmental samples and a map of the sample locations that was submitted to LDENR is attached hereto[.]" Mr. Beckett does not attest, however, that he compared the copy with the original, and we conclude the data samples were not properly authenticated.

Even if the ICON report is admissible, WMH did not present evidence showing that the data set forth in the report established its property is contaminated under the provisions of Act 312. To begin, LDENR's letter to JP Oil states, in pertinent part:

> Based on evidence submitted in accordance with the requirements of Act 312 of 2006 (La. R.S. 30:29 & 29.1), there appears to be soil and groundwater parameters with analytical results in excess of regulatory allowances (LAC 43:XIX.Subpart 1.Chapter 3) present at the referenced sites which may be indicative of potential impacts from historic oil and gas exploration and production activities."

The letter further instructs JP Oil to report its "efforts to assess/address soil and groundwater conditions[,]" but it does not state that WMH's property is contaminated.

Additionally, the trial court determined WMH established its property sustained environmental damage because some of the test results exceeded the ranges set forth in Act 312. This conclusion ignores the fact that contamination is defined as "the introduction or presence of substances or contaminants into a usable groundwater aquifer, an underground source of drinking water (USDW) or soil *in* such quantities as to render them unsuitable for their reasonably intended

purposes." La.R.S. 30:29(I)(1) (emphasis added). WMH's evidence does not establish that ICON's test results satisfy this requirement.

JP Oil also had testing performed to determine whether contamination exists on the property and whether the property sustained environmental damages. One expert is Brent Pooler, a Principal Risk Analyst/Hydrogeologist at Hydro-Environmental Technology, Inc. ("HET"), who has a degree in geology, with a concentration in Environmental Geology, and twenty-eight years of experience in conducting hydrogeologic investigations and implementation of soil and groundwater restoration plans and risk assessments. He has been qualified as an expert in the fields of geology, hydrogeology, remediation, and implementation of Statewide Order 29-B, RECAP, and risk assessments.

Mr. Pooler prepared an affidavit regarding the testing performed by ICON, in which he stated:

> [A]n exceedance of the Statewide Order 29-B, Chapter 3 pit closure or RECAP screening standards does not indicate whether the results exceed the overall regulatory standards per the framework established by LDENR pursuant to LAC 43:XIX.313.D and 43:XIX.319 as described in more detail below.[2]
>
> . . . .
>
> . . . I have conducted a visual inspection of the Property which appears to be used for its reasonably intended purposes, including oilfield production and recreational purposes with the purported intent for future residential development. Based on a review of the data above, the identified constituent concentrations either meet applicable regulatory standards considering residential (i.e., non-industrial) use of the Property or are within natural tolerances. As a result, there is no evidence of contamination, and thus "environmental damage", on the Property as no limitations or encumbrances on the reasonably intended uses of the Property have been identified.

[2] *See Houssiere v. ASCO USA*, 12-791, p. 11 (La.App. 3 Cir. 1/16/13), 108 So.3d 797, 805, *writ denied*, 13-694 (La. 5/17/13), 118 So.3d 377, where this court accepted an expert's opinion that "refuted the notion espoused by the [the plaintiffs'] experts that the exceedance of an initial screening standard translates into potential risk of harm or contamination."

Mr. Pooler also pointed out that ICON's testing was inadequate in some respects and inconclusive in others. WMH did not rebut his findings and opinions.

WMH next argues JP Oil admitted liability by obeying LDENR's instruction to provide it with written notice of its efforts to assess/address soil and groundwater conditions on the property. This argument was rejected in *Rich Land Seed Co., Inc. v. BLSW Pleasure Corp.*, 21-CV-01070, 2023 WL 3664611(W.D. La. May 16, 2023), where the plaintiff argued that the defendant's completion of an agreement with LDENR regarding its intent to complete necessary work to address and backfill a depression on the plaintiff's land was an admission of liability because the defendant started remediating the property. The court rejected the argument, finding that the defendant's compliance with the LDENR's order was not an admission of liability and that a failure to comply with an LDENR order could result in sanctions.

JP Oil's expert-opinion evidence established that even if WMH's evidence supporting its motion for summary judgment was admissible, the testing results it relies on do not establish that contamination and/or environmental damage exists on its property. Therefore, a genuine issue of material fact exists as to whether contamination exists on WMH's property, and WMH did not establish it is entitled to summary judgment. For these reasons, the trial court erred in granting summary judgment in favor of WMH, and the judgment is reversed.

Walter Oil & Gas Corporation

In its motion for summary judgment, Walter argues JP Oil assumed full responsibility for any environmental damage on the property, relieving Walter of such liability. In its Assignment to JP Oil, Walter assigned its rights to JP Oil in the Hoffpauir Well and transferred the following "Assets" to JP Oil:

B. The oil and gas wells located on the Leases or on lands pooled or unitized with any portion thereof, or on lands located within any governmental drilling or spacing unit, which includes any portion thereof more fully described on Exhibit "B" (the "Wells") and all lease and surface equipment, flow lines, gathering lines, pipelines, well pads, tank batteries, well heads, treating equipment, compressors, power lines, casing, tubing, pumps, motors, gauges, meters, valves, or other equipment of any kind, appurtenant thereto used or held for use in connection with the operation or production of the Assets, as herein below defined, and all personal property, fixtures, plants, improvements, joint accounts, easements, rights-of-way, surface leases and appurtenances used or related to the Wells or the Leases.

The Assignment further states:

THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT WARRANTIES OR COVENANTS, EXPRESSED OR IMPLIED IN FACT OR IN LAW, AS TO TITLE, MERCHANTABILITY, DURABILITY, USE, OPERATION, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, SAFETY OF THE PROPERTY, COMPLIANCE WITH REGULATORY AND ENVIRONMENTAL REQUIREMENTS OR OTHERWISE. ASSIGNEE HEREBY AGREES IT HAS INSPECTED OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS, INCLUDING THE LEASES AND EXISTING CONTRACTS, WELLS, PERSONAL PROPERTY AND EQUIPMENT ASSIGNED AND CONVEYED HEREIN AND IT ACCEPTS THE SAME "AS IS, WHERE IS" AND "WITH ALL FAULTS."

Pursuant to the terms of the Assignment, JP Oil also "agreed to assume":

(a) all liabilities and perform all obligations incident to the ownership and operation of the Assets . . .;

(b) all obligations to properly plug and abandon the Wells, to properly abandon or remove any pipelines, and to restore the surface thereunder to as near its original condition as possible . . .; and,

(c) all . . . obligations and liabilities arising from, or relating to, title, any of the Assets or the environmental status or condition of the Assets, except that Assignors shall remain responsible for any known pending or existing state or federal compliance orders, damage claims, liens, mortgages or law suits filed against the Assets prior to [February 1, 2017 at 7:00 a.m. CST].

JP Oil argues this waiver does not apply to its claims against Walter because Walter did not designate the pit as being assigned to it in the Assignment. It further argues the pit was not an asset or an appurtenance to the well when the Assignment was confected. Citing the opinions of two experts in evaluating and remediating environmentally damaged property, JP Oil argues LDENR treats the remediated pit as no longer existing such that the assumption of liability in the Assignment does not apply to it. Walter argues JP Oil admits that the pit was used to drill the Well. Accordingly, it argues the pit is an "asset" and/or appurtenance to the property that automatically transferred to JP Oil. JP Oil argues, however, the pit has no value and is a liability. Therefore, it is not an asset. It also argues it is not an appurtenance. JP Oil further argues that it relied to its detriment on Walter's failure to advise it of the closed pit, citing La.Civ.Code art. 1967, and that Walter is liable to it for contribution of any remediation costs it has to pay.

JP Oil relies on the affidavits of its expert geologist and expert hydrologist for this conclusion. These experts state, respectively: "Once the LDENR approves the pit closure, the pit no longer exists[,]" and "[o]nce the Pit was closed and the closure was approved by the LDENR, the Pit ceased to exist[.]"[3] Both experts further opined that because the pit no longer existed it was not an asset or an appurtenance and, therefore, could not be assigned to JP Oil. Neither expert cites the basis for his opinion, and Act 312 does not address the issue. In our view, the veracity of these opinions is rebutted by LDENR's pursuit of the investigation at issue herein, and we find that they have no bearing on whether JP Oil is liable for any environmental damage that may exist on the property.

[3] John C. LaHaye, a certified safety professional engineer, who has been accepted as an expert in Oil & .Gas Pit Construction & Closure Compliance; Michael J. Veazey, Jr., a petroleum engineer, who has experience addressing historical oil and gas sites on behalf of LDENR.

Walter asserts the Assignment transferred not only the Well, but also all appurtenances "used or related to" the Well—i.e., whether in the past or presently. Both parties have cited various definitions for the terms "asset" and "appurtenance," and we have researched some on our own. In *Wall v. Security Bank & Trust Co.*, 4 Teiss. 32, 33–34, (4 La.App.Orl. 1906) (1906 WL1566), the court stated:

> As defined by Bouvier, and whose definition is sustained by numerous legal decisions, both English and American, appurtenances are "things belonging to another thing as principal and which pass as incident to the principal thing;" and, as said in Humphreys vs. McKissock, 140 U. S. [304, 313; 11 S.Ct. 779 (1891)]. "A thing is appurtenant to something only when it stands in the relation of an incident to a principal, and is necessarily connected with the use and enjoyment of the latter".

The court further observed the term appurtentant "must be construed in connection with the nature and object of the principal grant, or in other words, it must be construed with reference to the context and to the connection in which it is used." *Id.* at 34.

We have reviewed and considered various definitions of "asset" and "appurtenance" but find neither term is applicable here. The pit is a portion of the property that was assigned in the mineral lease assignment. Therefore, the two are indivisible. For these reasons, JP Oil's argument lacks merit.

Detrimental Reliance

JP Oil asserts it relied on representations made in a 2007 certificate prepared by Laboratory and Analytical Business Services, Inc., stating the pit had been closed and was in compliance with Statewide Order 29-B standards, to execute the Assignment and waive its rights to seek recovery for any contamination and/or

environmental damage on the property. The certificate was in Walter's business records that Walter allowed JP Oil to review before it completed the Assignment.

The concept of detrimental reliance is set forth in La.Civ.Code art. 1967, which states:

> A party may be obligated by a promise when he knew or should have known that the promise would induce the other party to rely on it to his detriment and the other party was reasonable in so relying. Recovery may be limited to the expenses incurred or the damages suffered as a result of the promisee's reliance on the promise. Reliance on a gratuitous promise made without required formalities is not reasonable.

To succeed on a claim for detrimental reliance, a plaintiff must establish: "(1) a representation by conduct or word; (2) justifiable reliance; and (3) a change in position to one's detriment because of the reliance." *Luther v. IOM Co. LLC*, 13-353, pp. 10–11 (La. 10/15/13), 130 So.3d 817, 825. Detrimental reliance is not favored in Louisiana, and a plaintiff must prove these three elements or his claim fails. *Id.*

Moreover, if a plaintiff fails to question the differences between the contract he signed and the document he allegedly relied on to his detriment, his reliance is misplaced and will not sustain a claim for detrimental reliance. *Bartlett Constr. Co., Inc. v. St. Bernard Par. Council*, 99-1186 (La.App. 4 Cir. 5/31/00), 763 So.2d 94, *writ denied*, 00-2322 (La. 11/3/00), 77 So.3d 142. *See also Cenac v. Orkin, L.L.C.*, 941 F.3d 182, 198 (5th Cir. 2019), where the court determined that a plaintiff's failure to question such a difference is "unreasonable as a matter of law."

JP Oil asserts it would not have agreed to purchase the Hoffpauir Well and executed the Assignment if it had known that the pit and the obligation to close it were assets and/or obligations being assigned by Walter and that the pit had not

been closed in accordance with Statewide Order 29-B. Nonetheless, it waived all rights to address any future issues that might arise in the event the pit was not closed in accordance with Statewide Order 29B.

When a claim for detrimental reliance is based on a contractual provision, the claim applies only to representations made by the parties to the contract. Representations by third parties are not considered. *Magic Moments Pizza, Inc. v. La. Rest. Ass'n*, 02-160 (La.App. 5 Cir. 5/29/02), 819 So.2d 1146 (citing *Barrie v. V.P. Exterminators, Inc.*, 614 So.2d 295 (La.App. 4 Cir. 1993), *rev'd on other grounds*, 625 So.2d 1007 (La.1993)). JP Oil is a third party to the contract for laboratory testing. Therefore, detrimental reliance is not applicable to JP Oil's claims against Walter, and the trial court did not err in dismissing its detrimental reliance claim. *Denbury Onshore, L.L.C. v. Pucheu*, 08-1210 (La.App. 3 Cir. 3/11/09), 6 So.3d 386.

Contribution

In this assignment of error, JP Oil urges the trial court erred in denying its claims for contribution from Walter for any private obligation it owes to WMH and any public obligation it owes to the State through LDENR. JP Oil argues it is solidarily liable with Walter to remediate any environmental damage on the property included in the Assignment and argues its right to seek contribution survived the waiver contained in the Assignment.

JP Oil and Walter are solidarily liable to WMH for environmental damages. "The obligation to restore the leased premises is, by its nature, an indivisible obligation. Property is either restored or it is not." *Sweet Lake Land & Oil Co. LLC v. Exxon Mobil Corp.*, No. 2:09 CV 1100, at * 5, 2011 WL 5825791 (W.D. La.

Nov. 16, 2011), cited with approval in *Gloria's Ranch, L.L.C. v. Tauren Expl., Inc.*, 17-1518 (La. 6/27/18), 252 So.3d 431.

Walter argues that JP Oil's claim against it was subsumed by WMH's settlement and release with it and the remaining defendants and that the settlement deprived JP Oil of its right to contribution. It also points out that the law governing solidary obligations addresses this situation and provides the settlement prevents WMH from obtaining double recovery for a claim and protects JP Oil from having to pay for something WMH has already recovered.

Solidary obligors are each liable for their virile portion. La.Civ.Code art. 1804. If a plaintiff settles with and releases one solidary obligor, the other solidary obligors are deprived of their right to seek contribution from the solidary obligor who has been released. *Harvey v. Travelers Ins. Co.*, 163 So.2d 915 (La.App. 3 Cir. 1964). This disparity is addressed in La.Civ.Code art. 1803, which provides: "Remission of debt by the obligee in favor of one obligor, or a transaction and compromise between the obligee and one obligor, benefits the other solidary obligors in the amount of the portion of that obligor." The benefit is that a "solidary obligor who has not settled with the obligee is entitled to have the obligee's recovery reduced by the amount of the released obligor's portion of fault or liability." *Mott v. Brister's Thunder Karts, Inc.*, 95-410, p. 3 (La.App. 3 Cir. 10/4/95), 663 So.2d 233, 235. As a result, Walter's settlement with WMH abrogated WMH's right to collect from JP Oil any environmental damage if such damage does exist on the property. For the foregoing reasons, the judgment of the trial court denying JP Oil's motion for summary judgment against Walter is affirmed.

JP Oil notes the Commissioner[4] has the right to proceed against the current operator and/or past operators, citing *Yuma Petroleum Co. v. Thompson*, 98-1399 (La. 3/2/99), 731 So.2d 190. In *Yuma*, the supreme court determined that if the Commissioner proceeds against the current operator, that operator has the right of contribution against former operators, finding that the right to proceed against prior owners "is a matter of contract." *Id.* at 197. Walter acknowledges its settlement with WMH had no effect on its statutory obligation under Act 312. Nevertheless, it argues JP Oil assumed its statutory obligations when it executed the Assignment because it assumed "all . . . obligations and liabilities" related to the "environmental status or condition" of the property.

DISPOSITION

For the reasons discussed, the trial court erred in granting summary judgment in favor of WMH Farms, LLC and that judgment is reversed. The trial court's judgment in favor of Walter Oil & Gas Corporation is affirmed. The trial court's judgment in favor of Walter Oil & Gas Corporation is affirmed. We leave the assessment of costs to be addressed at the conclusion of this litigation.

REVERSED IN PART, AFFIRMED IN PART, AND RENDERED.

[4] Pursuant to 2025 La. Acts No. 458 §1, as of October 1, 2025, the Commissioner of Conservation is now the "Secretary of the Department of Conservation and Energy."