

**THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

CIVIL CASE NO.: 8:13-cv-01041-SDM-TGW

JOHN LAING,

Plaintiff,

v.

BP, P.L.C.; BP EXPLORATION &  
PRODUCTION, INC.; BP PRODUCTS  
NORTH AMERICA, INC.;  
BP AMERICA, INC.,

Defendant.

**PLAINTIFF'S FIRST AMENDED COMPLAINT FOR DAMAGES AND DEMAND FOR  
JURY TRIAL**

Plaintiff, JOHN LAING (hereinafter "Plaintiff"), by and through his undersigned counsel, and hereby sues the Defendants, BP, P.L.C.; BP EXPLORATION & PRODUCTION, INC.; BP PRODUCTS NORTH AMERICA, INC.; BP AMERICA, INC. (collectively "Defendants"), and alleges the following:

**Jurisdiction and Venue**

1. This action is authorized under 33 U.S.C. Sections 2701(3) & 2713 (2012), of the Oil Pollution Act to redress damages resulting from BP's misappropriation and misuse of Plaintiff's design which was implemented in containing the Deepwater Horizon oil leak.

2. Jurisdiction is also proper pursuant to 28 U.S.C. § 1332, as the amount in controversy exceeds \$75,000, exclusive of interests and costs, and the parties are citizens of different states.

3. This Court has supplemental jurisdiction over all claims raised herein pursuant to 28 USC § 1367.

4. Defendants' minimum contacts with Hillsborough County, Florida are sufficient to subject it to the personal jurisdiction requirements of International Shoe Co. v. Washington, 326 U.S. 310 (1945).

5. At all times material hereto, BP, Inc., et al, was a foreign for profit corporation conducting business in Hillsborough County, Florida and Houston, Texas.

6. At all times material hereto, John Laing was a resident of Hillsborough County, Florida.

7. Plaintiff's design for the oil containment device, subject to this action, was created in Hillsborough County, Florida and forwarded to BP's Deepwater Horizon Support Team in Houston, Texas.

8. Venue for this action is proper under 28 U.S.C. § 1391.

**Choice-of-Law: Texas Law Applies**

9. Defendants issued a public statement soliciting suggestions, ideas or designs be sent to BP's Alternative Response Technology Team located in Houston, Texas.

10. Plaintiff's design and video presentation of Mr. Laing's model was sent to BP's Alternative Response Technology Team in Houston, Texas on or about June 26, 2010.

11. Plaintiff's design was used in constructing the final containment device in Texas.

12. It was implied that the design was given to BP's Alternative Response Technology Team with the expectation that Plaintiff would be compensated if BP used his design.

13. An implied contract was formed when Plaintiff conferred and Defendants received the benefits of Plaintiff's design in Texas.

14. The last necessary act giving rise to the causes of action asserted herein occurred in Texas. Texas state law therefore applies to and governs the claims asserted in this action.

**Factual Allegations**

15. Plaintiff re-alleges and incorporates paragraphs 1-14 above as if fully set forth herein.

16. BP was the owner of a of lease allowing it to drill for oil and perform oil production and related operations on the *Deepwater Horizon* oil platform located off the coast of Louisiana.

17. On or about April 20, 2010, an explosion occurred on the *Deepwater Horizon* oil drill platform which, at the time, was operated by BP.

18. As a result of abovementioned explosion in paragraph 9, crude oil leaked from the oil well drilled by the *Deepwater Horizon* at a rate estimated at approximately 5,000 barrels (210,000 gallons) per day for 152 days.

19. On or about April 28, 2010, U.S. Coast Guard's National Pollution Funds Center sent Notice of Designation to BP and Transocean identifying them as responsible parties.

20. On or about April 29, 2010, The Department of Homeland Security designated the oil spill as a nationally significant event enabling funding at the national level.

21. On or about May 7, 2010, BP made its first attempt to repair the damaged oil well and prevent further seepage using a “containment box”, however this procedure proved unsuccessful.

22. On or about May 11, 2010, BP made its second attempt to repair the damaged well using a “top hat containment box”, however this procedure was also unsuccessful.

23. Thereafter, Plaintiff, John Laing, began developing a design (attached as exhibit “A”) that ultimately would be used by BP in containing the oil leak.

24. On or about May 13, 2010, BP stated in an SEC filing that the clean-up costs were estimated at \$450 million, with the number growing higher.

25. On or about May 15, 2010, BP, in its third attempt to repair the well, connected an “insertion tube” onto the well head, which diverted oil to a collection ship at the surface. This procedure was minimally successful, reducing the estimated daily oil flow rate by only twenty percent.

26. On or about May 26, 2010, BP made another attempt to repair the damaged oil well using a “top kill” procedure, however this procedure also proved minimally successful and oil continued to seep from the well at an alarming rate.

27. On June 25, 2010, John Laing submitted his oil containment design, together with a letter explaining how the design worked (attached as exhibit “B”), to Lieutenant Commander Kevin Carroll of the United States Coast Guard, who oversaw the BP clean-up efforts, with the primary purpose of entering into a business relationship or agreement with BP, the U.S. government or both.

28. At all times pertinent hereto, John Laing expected to be compensated by BP provided his design had been used.

29. Commander Carroll was, at all times pertinent hereto, employed by or an agent of the United States in its Coast Guard's Chief Inspections Division.

30. Shortly after submitting his design to Commander Carroll, Plaintiff personally met with Commander Carroll to discuss the details of the design, specifically they discussed how the design would cap the damaged well and stop the flow of oil.

31. Thereafter, Mr. Laing recorded a video presentation demonstrating the functionality of the design and forwarded same to Commander Carroll together with a letter providing specific instructions on implementation (attached as exhibit "C").

32. On or about June, 3 2010, BP installed a "riser cap", which proved minimally successful, only cutting off a fraction of the oil flow.

33. On June 12, 2010, BP announced that, to date, it has collected approximately twenty-five to thirty-three percent of the total amount of oil released. Unsatisfied with these results, the on-site federal coordinator gave BP 48 hours to come up with more spill containment resources.

34. Commander Carroll forwarded Plaintiff's design, supporting documents and the video presentation to BP's Deepwater Horizon engineering division in Houston, Texas on or about June 26, 2010.

35. On June 28, 2010, BP's Deep Water Horizon's Support Team sent an email from its office in Texas to Plaintiff acknowledging receipt, review and rejection of his design. (See exhibit "D")

36. BP was aware that Plaintiff created the design mentioned above and also knew or reasonably should have known that Plaintiff expected compensation in return if BP decided to use it to repair the oil well.

37. In August 2010, BP announced it utilized a new containment device to cap the well and was monitoring its effectiveness. In September 2010, BP announced this effort was successful and the containment device had topped the leak.

38. Shortly thereafter, Plaintiff obtained and reviewed the design used by BP that successfully contained the leak and noticed that it was nearly identical to the one he submitted.

39. On February 18, 2011, Plaintiff sent a demand letter to the Chairman of BP America, Lamar McKay, requesting compensation for the development and plans that Plaintiff submitted which ultimately were utilized to contain the flow of oil from the Deepwater Horizon well. (See exhibit "E").

40. In response, BP patent attorney Jayne Piana, sent a letter dated May 26, 2011, acknowledging receipt and review of Plaintiff's design on June 26, 2010 and further stated that BP did not implement his proposal. (See exhibit "F").

41. On January 18, 2013, Plaintiff filed a "presentment" with BP's Claims Program as required under the Oil Pollution Act. 33 U.S.C. Sections 2701(3) & 2713 (2012), demanding \$146,186,315 for using Plaintiff's design in stopping the oil leak. Therefore, the condition precedent for filing this claim has been satisfied. (See exhibit "G").

**Count I**  
**Quantum Meruit**

42. Plaintiff re-alleges and incorporates paragraphs 1-41 above as if fully set forth herein.

43. Defendants solicited the public for ideas or designs in its effort to stop the Macondo oil well leak.

44. Plaintiff submitted a novel and valuable oil containment design to BP that BP accepted and utilized in repairing the oil leak which resulted in cost savings to BP.

45. Plaintiff submitted his design with the expectation that he would be reasonably compensated for its use by Defendants.

46. Plaintiff sent a demand to Defendants requesting compensation for using his invention. Demand was made within a reasonable amount of time after discovering BP had used his oil containment design.

47. Therefore, it would be inequitable and unjust for the Defendant to retain the benefit of using Mr. Laing's design without paying for it.

**WHEREFORE** Plaintiff demands judgment against Defendant, BP, et al., for equitable relief and remuneration as authorized by law, and such other and further relief as this court deems just and proper, and hereby demands trial by jury on all issues triable as of right by jury.

**Count II**  
**Breach of Implied-in-Fact Contract**

48. Plaintiff re-alleges and incorporates paragraphs 1-41 above as if fully set forth herein.

49. John Laing conceived, invented, and designed the novel, unique and concrete "Simple Solution" oil containment device.

50. Defendants solicited the public for suggestions, ideas or designs in finding a solution to stop the Macondo oil well leak.

51. Plaintiff submitted his design to BP, with the expectation that he would be reasonably compensated for its use by Defendants.

52. Defendants did in fact voluntarily accept and use Plaintiff's design knowing Plaintiff expected reasonable compensation for the use of his design.

53. Defendants received a benefit in using Mr. Laing's design.

54. Plaintiff sent a demand to BP requesting compensation for the use of his invention. Demand was made within a reasonable amount of time after discovering BP had used his oil containment design.

55. Defendants have failed to pay Mr. Laing for the benefit it received from the use of his invention, idea and design.

**WHEREFORE** Plaintiff demands judgment against Defendant, BP, et al., for damages and such other and further relief as this court deems just and proper, and hereby demands trial by jury on all issues triable as of right by jury.

**Count III**  
**Conversion**

56. Plaintiff re-alleges and incorporates paragraphs 1-41 above as if fully set forth herein.

57. At all times material hereto, the Defendant knowingly converted Plaintiff's design with the intent to either temporarily or permanently deprive Plaintiff of a useful right to the property and to appropriate the property for their own use.

58. Defendant wrongfully asserting dominion over Plaintiff's design, which was illegal and inconsistent with Plaintiff's possessory rights in that personal property; demand for the return of the property in the form of compensation was made and Defendants refused to compensate.



59. Plaintiff has suffered damages as a direct and proximate result of Defendant's conversion.

**WHEREFORE**, the Plaintiff, John Laing, demands judgment for damages against the Defendant and all other proper relief and hereby demands trial by jury as to all issues so triable by jury.

**Demand for Jury Trial**

The Plaintiff, John Laing, demands a trial by jury on all issues so triable.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was furnished by electronic mail to Thomas A. Range at [tom.range@akerman.com](mailto:tom.range@akerman.com) and Matthew V. Topic at [matthew.topic@kirkland.com](mailto:matthew.topic@kirkland.com) on this 10 day of February, 2014.

**CURRY LAW GROUP, P.A.**

BY: 

**CLIFTON C. CURRY, JR., ESQUIRE**

[CCCSERVICE@currylawgroup.com](mailto:CCCSERVICE@currylawgroup.com)

[Clif.Curry@currylawgroup.com](mailto:Clif.Curry@currylawgroup.com)

Florida Bar No.: 0338915

**LOUIS D. LAZARO, ESQUIRE**

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[Louis.Lazaro@currylawgroup.com](mailto:Louis.Lazaro@currylawgroup.com)

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Copy: [Beth.Musolino@currylawgroup.com](mailto:Beth.Musolino@currylawgroup.com)

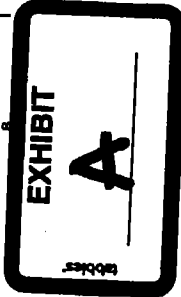
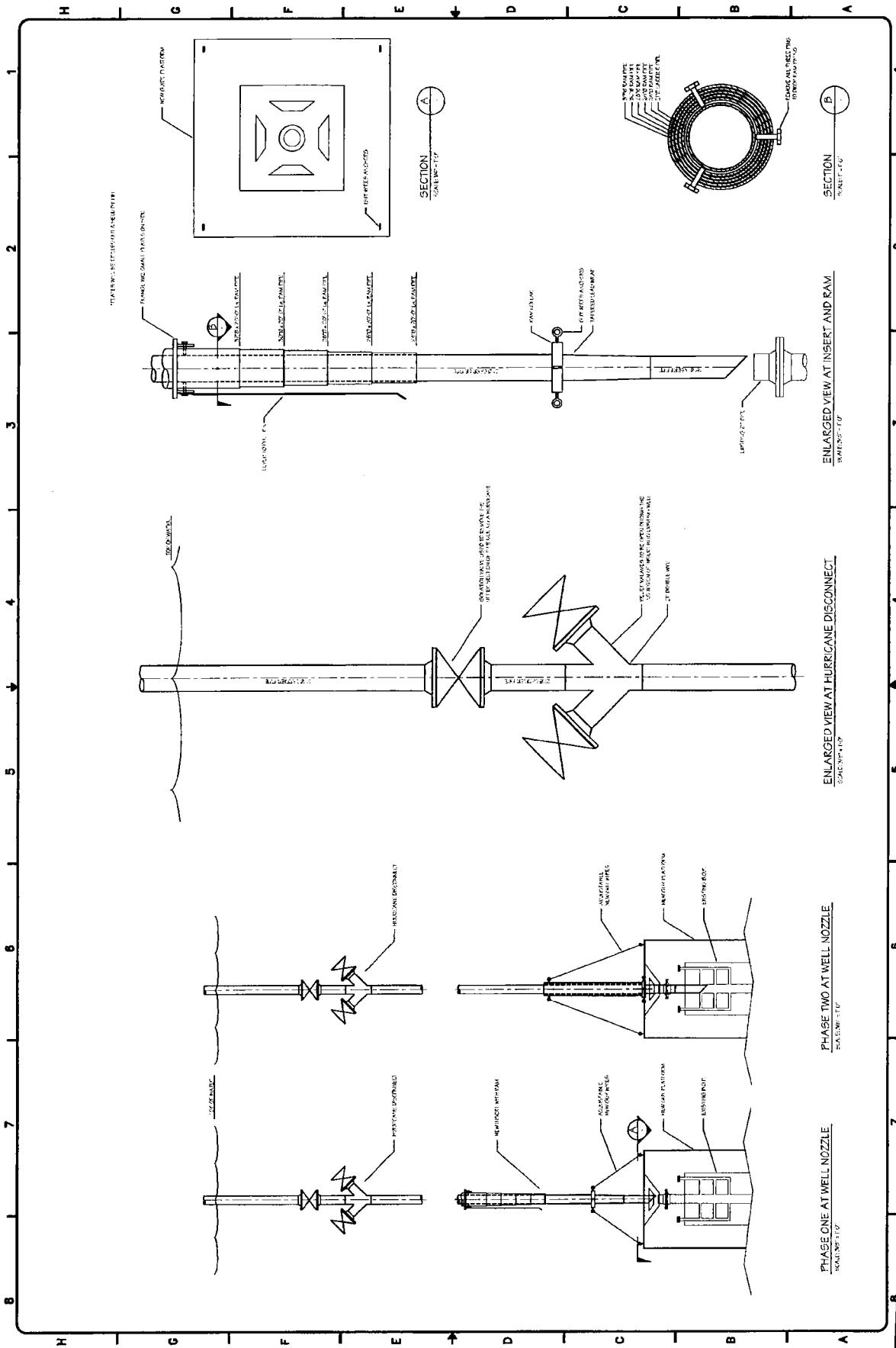
Curry Law Group, P.A.

P.O. Box 1143

Brandon, Florida 33509-1143

(813) 653-2500/rwe/bm

Attorney for Plaintiff



## Simple Solution

### 1. Insertion pipe.

The first part of the “simple solution” is to insert the tapered pipe into the preventer. This will be tapered from 18-19” up to existing pipe (21”). This is the “tapered fit” section. This will have a hypodermic needle type end at around 60 degrees angle. This will be fully open at all times.

This will be inserted as far as possible into the preventer. BP should know this length. The best case would be 21’ into the well. We can do it with much less. \*Additional reinforcement of the connection will require clamps and welding.

The ROV’s (robotic operating vehicles) will use arm to help guide the tapered pipe into the leaking pipe. The preventer has two flanges connected just below the cut pipe that is leaking most of the oil. We will enter into this cut pipe.

### 2. Ram Collar.

The ram collar is located just above the tapered fit location. The ram collar will be big enough catch all of the percussion pipe as they fall down onto the collar.

### 3. Connecting pipe and pipe “percussion stack” will be next up the device.

The connecting pipe will be 21” just as the pipe leaving the preventer. The pipe size will stay 21” all the way to the ship. This will prevent the gasses from expanding and freezing. This is why two of the BP strategies were not very successful.

The percussion pipe stack will be located on the top of the connecting pipe. This will be 41’ high. \* This length may change when we know the pressure better.

The percussion pipes will be hung by pin(s). The ROV’s will either pull the pin(s) or most likely BP will release them hydraulically. For our demonstration we will simulate the pin being pulled out by ROV.

### 4. Venting section

The venting section will consist of three valves.

Two will be primarily vents to release pressure during the tapered pipe insertion. We believe they will be approximately 18” on the actual device.

The primary valve will be 21” and connected to and relieve to the ship above.

Once the leak is repaired; BP will be collecting virtually all of the released oil via the primary 21’ valve.



LCDR Kevin Carroll

Chief Inspections Division

USCG Sector St. Petersburg

155 Columbia Dr.

Tampa, FL 33606

Lieutenant Commander Carroll (Kevin),

Thank you for visiting with me today to discuss and view our plan to STOP the Gulf oil leak and for taking the time to look at our model. I'm sorry that you could not attend our 3:30 demonstration so you could get the full effect. I will send you a video later. I hope you will add to our package. A visual is worth a thousand words so I hope you view it.

Time keeps clicking away; I see the Gulf of Mexico dying and people's lives destroyed.

Lately; it seems everyone is focused on cleaning up the oil; as well they should. It also seems everyone is satisfied with the oil continuing to be released into the Gulf of Mexico. As we discussed today; BP projects much improved recovery and that the relief wells will soon solve everything.

I am hopeful; that for once, their projections will be valid. I look with great caution at their projections.

I can fix the leak in a week or less. I realize this is a bold statement. It seems nobody has an idea how to stop the leak or they have given up on stopping the flow.

I have a "Simple Solution".

I'd like someone from BP look at this and give me their opinion.

I am not an engineer; but I hire engineers. I've been in the petroleum business for 35 years; my dad was in the business for 38 years and my son has been in the business over 10 years. I say that so it will give you a little confidence that I "might" know a little about these things.

I also need to tell you that my experience in petroleum; does not transfer to Exploration or drilling. They are different worlds and I don't want to pretend that I know the drilling part of the business.

A leak at 5000' underwater is something like 177 "atmospheres" different than the atmosphere we are standing in right now. The pressure down there is something like 2600 PSI.

The depth and water, temperature and pressure are obviously causing BP great difficulties.

**We believe we have a way to stop the flow of oil into the gulf and save the well for BP.**

We plan on STOPPING the big leak on top of the "preventer"



Our plan is based on simple physics. At 5000' deep "simplicity" is the key.

We designed this to use the principle of "taper wedge fit". It's a "wedge" that is used in piping.

If you're in a bar, put two of the stainless steel "shaker" glasses ; one inside the other and tap them together with a hammer and see how hard it is to get them apart.

We plan to drive a "tapered pipe" into the hole/leak and percussion pound it in. We will be relieving the pressure through our device using a couple open "vent" valves and open valve to the ship above.

All lines except the taper fitted pipe will be 21" O.D. The taper pipe will be 18"-19" O.D. at one end and it will be inserted into the preventer as far as we can get it.

\*\* (BP will need to figure this out. We don't have that information. The farther we insert the taper pipe in the better. If we can get into the preventer 21' it would be perfect. ) We can work with much less than 21'

The depth of the entry into the preventer must be known or estimated closely. When the depth is known; we can set the "tapering" of the pipe at that length. The taper will be less than 1% which is perfect for a "taper fit". One degree will get the best "fit" possible. The insertion pipe will taper up to the 21' pipe and stay that size all the way to the ship. We are doing this to prevent the freezing of the expanding gases released by the well. This has been a problem for BP all along.

We will "percussion hammer" the tapered pipe into the leaking pipe using several pipes that will be released and come down one by one onto the "Ram Collar" located at the top of the tapered pipe. Each pipe will be one size bigger than the next; each falling around each other. Each pipe will hammer down on the taper pipe to achieve a "taper fit". Our model is built to 3/4 "scale. The actual unit will be at least 52' high. The size will depend on pressure to overcome and the percussion pipes weight.

Above the tapered pipe will be a cluster (probably 2- 18" vent valves and one 21" valve to the ship) two venting to the gulf and one venting to the ship above. All will be open and when the leak is closed at the preventer; there will be oil coming out of the vent valves until they are closed. Once closed all the oil will be going up to the ship. The venting will relieve most of the head pressure for easy entry into the preventer. We have assumed certain conditions in our plan and model; yet we don't know what type of pressure we're dealing with. Obviously this is critical.

The "vent valves" can possibly be used later by BP to seal the well with mud and concrete.

\*\*BP engineers will calculate the pressure and recommend the venting sizes. We have calculated two 18" vents.

It's important to prevent the gases in the crude to expand as it has on BP's two previous attempts. We are keeping the piping the exact same dimension all the way to the ship except for the tapered pipe section. It will be 18-19" at the penetration point and taper up to the original 21" . .

This will all happen fast and **will stop the leak and save the well for BP.**

I know you mentioned a possible concern about how much pounding the preventer and the pipe casing can take. I think that's a valid concern but I believe both can take this percussion. Bp will know right away.

This entire event can be done in one week or less.

**\*\*Information concerning conditions such as the following will need to be factored in by BP:**

Pressure of crude/gases coming out

Differential pressure between the atmospheric pressure and the pressure coming out (we believe the water pressure is around 2600 PSI)

Depth we can get inside the preventer.

Can the robots weld this after stopping the leak? We think they can and we intend to weld if possible.

We don't expect the robots to weld a perfect bead but we expect we can strengthen the connection as much as the robots can do.

We believe that whatever the conditions; we can overcome them. It's just a matter of weight and percussion over pressure.

All pipe will be coated with Teflon to reduce drag.

Plans for stabilizing the well after stopping the leak are underway. We'd like to strengthen the well to prepare for hurricanes.

Thanks again Kevin

Regards,

John Laing

John F. Kennedy said,

"There are risks and costs to a program of action. But they are far less than the long range risks of comfortable inaction"



Horizon Support  
<Horizonsupport@oegllc.com>

To <john\_liang@murphyoilcorp.com>

cc

bcc

06/28/2010 06:59 PM

Please respond to  
<Horizonsupport@oegllc.com>

Subject Horizon Call Center - your recent submission

Dear john liang,  
Thank you so much for taking the time to think about and submit your proposed solution regarding the Horizon incident. Your submission has been reviewed for its technical merits. A similar approach has already been considered or planned for possible implementation. All of us on the Horizon Support Team appreciate your thoughts and efforts.

Sincerely yours,  
Horizon Support Team

*Doc Provided  
By Client*



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TELEPHONE: (813) 653-2500

FACSIMILE: (813) 689-0242



February 18, 2011

BP  
Mr. Lamar McKay  
Chairman and President  
501 Westlake Park Boulevard  
Houston, Texas 77079-2696

**Re: Compensation for Development of Deep Water Horizon  
Containment Plan Submitted**

CLIFTON C. CURRY, JR.

C. COLE JEFFRIES, JR.

DANIEL W. KING

KENNETH R. MATHEWS

Dear Mr. McKay:

Curry Law Group, P.A. represents John Laing with regard to his claim for compensation for the development and plans submitted which ultimately were utilized to contain the flow of oil from the Deep Water Horizon oil well. Mr. Laing has not heard anything from your office regarding compensation for the plans submitted and therefore has retained our office regarding this matter and wishes to begin negotiation as to the value of the information and plans submitted.

It is clear that the ultimate containment was developed by Mr. Laing and his colleagues. We would like to conclude this request for compensation without the necessity of filing formal claims and look forward to meeting with you for the purpose of resolving this matter.

Please advise of your position.

Sincerely,

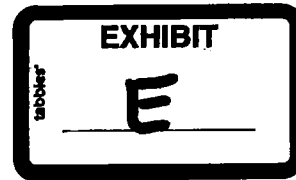
Clifton C. Curry, Jr., Esquire

LAVIVA PROFESSIONAL CENTER  
750 WEST LUMSDEN ROAD  
BRANDON, FLORIDA  
33511-6217

REPLY TO:  
POST OFFICE BOX 1143  
BRANDON, FLORIDA  
33509-1143

CCC/lcd

cc: Mr. John Laing







Jayne Piana

Attorney  
Global Patents and Technology Law



BP America Inc.  
BP Legal  
501 Westlake Park Blvd.  
Houston, TX 77079

Via U.S. Mail

May 26, 2011

Mr. Clifton C. Curry, Jr.  
Curry Law Group  
P.O. Box. 1143  
Brandon, FL 33509-1143

Direct: 281-504-2892  
Email: Jayne.Piana@bp.com

Dear Mr. Curry,

I have been requested to respond to your letter of February 18, 2011 addressed to Lamar McKay regarding the proposed solution your client, Mr. John Laing, submitted for the oil spill in the Gulf of Mexico.

BP is very appreciative of the many thousands of people across the globe who offered their ideas for stopping the flow of oil into the Gulf and for containing the oil. People from over 100 different countries suggested over 100,000 ideas for stopping the flow of oil in the Gulf of Mexico or containing the spill. Each idea was reviewed by technical and operations personnel to determine its feasibility. Many of the ideas received were duplicate suggestions, including many that duplicated or were similar to our own internal ideas and developments.

Mr. Laing's proposal appears to have been forwarded to BP by the United States Coast Guard, per Mr. Laing's request. Our records reflect that the Horizon Support Center received Mr. Laing's on June 26, 2010.

The technical team reviewing suggestions did not progress Mr. Laing's proposal past the first stage of review. Accordingly, it was not forwarded to the teams developing the equipment and processes used in the Gulf of Mexico, and thus was not used by BP.

BP truly appreciates the time and effort of your client to submit his proposal. Because BP did not implement his proposal, however, we do not consider compensation to be justified.

SEARCHED \_\_\_\_\_ INDEXED \_\_\_\_\_  
SERIALIZED \_\_\_\_\_ FILED \_\_\_\_\_  
MAY 26 2011  
FBI - MIAMI  
John



Mr. Clifton C. Curry, Jr.  
May 26, 2011  
Page 2 of 2

If you nevertheless believe that your client has legal basis for his claim for compensation, I ask that you write to me setting out that basis for our consideration.

Yours sincerely,

A handwritten signature in black ink that reads "Jayne Piana". The signature is written in a cursive, flowing style.

Jayne Piana

Attorney  
Global Patents and Technology Law - Exploration & Production

cc: Mr. John Laing (via email: [john\\_laing@murphyoilcorp.com](mailto:john_laing@murphyoilcorp.com))

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January 18, 2013

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Phone: (855) 687-2631  
Fax: (866) 542-4785  
E-Mail: [bpclaimsprogram@bp.com](mailto:bpclaimsprogram@bp.com)  
Website: [www.bp.com/claims](http://www.bp.com/claims)

CLIFTON C. CURRY, JR.

DANIEL W. KING

LOUIS D. LAZARO

Re: Deepwater Horizon, MDL No. 2179, John Laing's  
Presentment under the Oil Pollution Act. 33  
U.S.C. §§ 2701(3) & 2713 (2012).

**BP Claims Program:**

Our firm represents John Laing in the above matter.

Pursuant to the Plaintiff's Steering Committee letter dated December 13, 2012, styled In Re: Deepwater Horizon, MDL No. 2179, and the requirements of 33 U.S.C. . § 2701(3) & 2713, presentment is hereby made by demand for \$146,186,315.00 per day (U.S. currency), calculated from the inception of the oil spill and continuing so long as Mr. Laing's invention is used now and into the future.

The following is a written description of the claim. Mr. Laing invented and designed the technology which eventually stopped the Deepwater Horizon oil leak. BP used, had someone else use, or benefited from the use of Mr. Laing's invention which was used to stop the Deepwater Horizon oil leak. The above per diem amount demand includes \$3,710,000.00 for 53,000 barrels of oil at \$70 per barrel per day. \$131,578,947.00 for the cost of oil spill with regard to \$20 billion damage fund of BP. duration from April 20, 2010 to September 19, 2010 or 152 days, for a subtotal of 20 billion divided by 152 days or

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\$131,578,947.00 per day. \$10,897,368.00 pursuant to enclosure 1 to GAO-11-90R November 12, 2010, page 22 of 57 pages, provides for funds from the oil spill governmental trust fund not covered by BP of \$1656.4 million (this includes cost of governmental agencies, those paid and not paid by BP) [see also \$581 million total costs for 152 days of oil spill, April 10, 2010 through September 19, 2010, or \$1,656,400,000.00 divided by 152 days for a subtotal of \$10,897,368.00.

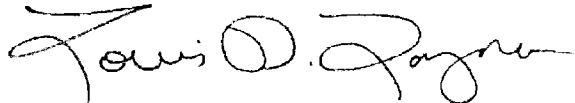
This claim is per diem in the amount of \$146,186,315.00, calculated from the inception of the oil spill and continuing so long as Mr. Laing's invention is used now and into the future. Claimant's causes of action include, but are not limited to, the following:

1. Unjust Enrichment.
2. Violation of Florida's Deceptive and Unfair Trade Practices Act (FDUTPA), Florida Statutes §§501.201 et seq.
3. Violation of Florida's Uniform Trade Secrets Act (FUTSA), Florida Statutes §§ 688.001, et seq.
4. Negligent Misrepresentation
5. Breach of Implied Contract
6. Breach of Confidential Relationship
7. Equitable Fraud
8. Civil Theft

This claim also includes any other use of Mr. Laing's invention anywhere and by any person or entity. Mr. Laing reserves the right amend this claim.

Please find enclosed supporting documentation of this claim.

Sincerely yours,



Louis Daniel Lazaro, Esquire on behalf of  
Clifton C. Curry, Jr., Esquire

/Enclosure  
LDL/jlb

cc: Client