

Bond Case Briefs

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EMINENT DOMAIN - LOUISIANA

Campo v. United States

United States Court of Federal Claims - February 9, 2024 - Fed.Cl. - 2024 WL 504316

Lessees of oyster beds and reefs filed putative class action seeking just compensation from United States for alleged permanent taking of their property by Army Corps of Engineers opening spillway as flood control structure, releasing nearly ten trillion gallons of freshwater from Mississippi River into oyster estuaries, thereby lowering natural and essential salinity levels of waters and marshes where lessees' oyster leases were located which increased mortality rate of oyster reefs, depriving lessees of their use, occupancy, and enjoyment of their property rights in their oysters and oyster leases.

Government moved to dismiss for failure to state claim or, alternatively, for summary judgment.

The Court of Federal Claims held that:

- Takings claim was barred by Louisiana law;
- Takings claim was barred by lease agreements; and
- Louisiana law did not violate unconstitutional conditions doctrine.

Under Louisiana law, as predicted by Court of Federal Claims, spillway from which Army Corps of Engineers released nearly ten trillion gallons of freshwater from river into oyster estuaries, thereby lowering natural and essential salinity levels of waters and marshes where lessees' oyster leases were located, constituted "integrated coastal protection" project intended to provide "flood control," within meaning of Louisiana statutes, prohibiting oyster lessees from maintaining any action against United States for any claim arising from project in relation to integrated coastal protection, thus barring lessees' takings claim arising from increased mortality rate of their oyster reefs and deprivation of their use, occupancy, and enjoyment of property rights in their oysters and oyster leases.

Under Louisiana law, lessees of oyster beds and reefs lacked any right to sue United States for Fifth Amendment taking arising from Army Corps of Engineers' opening of spillway and releasing nearly ten trillion gallons of freshwater from river into oyster estuaries, under lease agreements requiring lessees to abide by Louisiana's myriad restrictions in harvesting of oysters, seeding of oysters, and filing of lawsuits for harm to oysters, since Louisiana statutes prohibited oyster lessees from maintaining any action against United States for any claim arising from project in relation to integrated coastal protection, and spillway was such integrated coastal protection project intended to provide flood control.

Louisiana statutes, prohibiting oyster lessees from maintaining any action against United States for any claim arising from project in relation to integrated coastal protection, did not violate unconstitutional conditions doctrine, preventing states from imposing conditions requiring relinquishment of constitutional rights, although Louisiana statutes barred lessees' takings claim arising from increased mortality of their oyster reefs and deprivation of their use and enjoyment of property rights in their oysters and oyster leases due to Army Corps of Engineers' release of water

from spillway that was integrated coastal protection project, since oyster leases precluded lessees from suing United States, so Louisiana did not impose condition resulting in relinquishment of right they never had.