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Asian/Pacific American Society
UNITY THROUGH DIVERSITY

ສັນຍາ ຂອງ ບໍລິສັດ BP ສະບັບເປັນພາສາຫວຽດນາມ ຍັງ ມີ ຂໍ້ຄວາມທີ່ຜິດກົດຫມາຍ

ໃນວັນທີ 2 ພຶດສະພາ 2010, ສານສູງສະຫະລັດ ປະຈຳ New Orleans ໄດ້ຕັດສິນວ່າ ຊາວປະມົງ ຢູ່ ເຂດ Louisiana ບໍ່ຈຳເປັນຕ້ອງປະຕິບັດຕາມ ສັນຍາ ການເຮັດວຽກ ທີ່ມີຂໍ້ຄວາມບໍ່ຖືກຕ້ອງ ທີ່ ລະບຸວ່າ BP ໄດ້ສະເໜີໃຫ້ ຊາວປະມົງ ແລະ ຜູ້ສະຫມັກໃຈຊ່ວຍ ລົງນາມ ໃນສັນຍາ ເພື່ອເຂົ້າຮ່ວມ ການ ທຳຄວາມສະອາດ ແລະ ວຽກງານ ການຟື້ນຟູ ສະພາບ ທີ່ BP ກຳລັງດຳເນີນການຢູ່ ໃນປະຈຸບັນ. ໃນສັນຍາ ຂອງ BP ໄດ້ ລະບຸວ່າ ຊາວປະມົງ ທີ່ ບໍ່ສາມາດອອກໄປ ຈັບປາ ຍ້ອນ ສະພາບເບື້ອນ ເປີະ ຈາກ ນໍ້າມັນຮົ່ວ ແລະ ຕົກລົງເຊັ່ນສັນຍາ ໃນການຊ່ວຍ BP ໃນການ ອະນາໄມນໍ້າມັນນີ້ ຕ້ອງ ບໍ່ນຳໃຊ້ ສິດທິຈຳກັດຂອງຕົນເອງ ໃນການ ຈະຮ້ອງຟ້ອງ ເອົາຄ່າເສຍຫາຍ ທີ່ ເກີດຈາກການລະເບີດ ແລະ ນໍ້າມັນຮົ່ວໄຫລ ດັ່ງກ່າວ. ການຕັດສິນ ຂອງ ສານສູງສະຫະລັດປະຈຳ Louisiana ນີ້ ໄດ້ ຍົກເລີກບາງຂໍ້ກຳນົດ ຢູ່ ໃນສັນຍາ ດັ່ງກ່າວ ຂອງ BP ຊຶ່ງ ມອບໃຫ້ ຊາວປະມົງ ແລະ ຜູ້ ສະຫມັກໃຈ ລົງນາມ ໃນນັ້ນມີ:

- ມາດຕາ 13 F ຂອງ ສັນຍາ ຊຶ່ງລະບຸວ່າ ຜູ້ສະຫມັກໃນເຮັດວຽກ ທຳຄວາມສະອາດ ຈະບໍ່ ສາມາດ ຟ້ອງຮ້ອງເອົາຄ່າເສຍຫາຍ ຈາກ ບໍລິສັດ BP ກໍລະນີ ເກີດ ອຸບັດຕິເຫດໃດໜຶ່ງ ໃນເວລາ ເຮັດວຽກ.
- ມາດຕາ 22 ຂອງ ສັນຍາ ທີ່ BP ລະບຸວ່າ ຜູ້ສະຫມັກໃຈເຮັດວຽກ ຕ້ອງ ບໍ່ນຳໃຊ້ ສິດຂອງ ການປາກເວົ້າຢ່າງເສລີ ຂອງ ຕົນ ຕາມທີ່ ລະບຸໃນການດັດແກ້ທຳອິດ ລັດຖະ ທຳມະນູນ ຂອງ ສະຫະລັດ (First Amendment) ໃນເວລາ ເຂົ້າຮ່ວມ ໃນກິດຈະກຳ ການ ທຳຄວາມ ສະອາດນໍ້າມັນ ທີ່ເກີດ ຈາກ ໄພພິບັດ ໃນຄັ້ງນີ້. ຖ້າຊາວປະມົງ ທີ່ ໄດ້ລົງນາມ ໃນສັນຍາ ສະບັບນີ້ແລ້ວ ຫາກ ຜູ້ກ່ຽວໄປໃຫ້ສຳພາດ ຫລື ເວົ້າອັນໃດອັນໜຶ່ງ ກ່ຽວກັບໄພພິບັດ ໃນຄັ້ງນີ້ ກັບ ບຸກຄົນໃດບຸກຄົນໜຶ່ງ ໂດຍ ບໍ່ໄດ້ ຮັບ ຄຳເຫັນດີ ຈາກ BP ກ່ອນ , BP ສາມາດຟ້ອງຮ້ອງ ຜູ້ກ່ຽວໄດ້.
- ມາດຕາ 13 A ຂອງ ສັນຍາ ຍັງ ໄດ້ລະບຸ ໃຫ້ ການປະກັນໄພ ຂອງຜູ້ສະຫມັກໃຈເຂົ້າຮ່ວມ ໃນການ ທຳຄວາມສະອາດນັ້ນ ກວມເອົາ BP ນຳອີກ ຊຶ່ງຫມາຍຄວາມວ່າ ກໍລະນີ ເກີດການເສຍຫາຍ ໃດໜຶ່ງ ແກ່ ເຮືອ ຂອງ ຜູ້ທີ່ສະຫມັກໃຈເຂົ້າຮ່ວມ ຫລື ວ່າ ເກີດ ການ ບາດເຈັບອື່ນໆ ເປັນຕົ້ນ ຕໍ່ ພະນັກງານ ປະຈຳເຮືອ, ຄວາມຮັບຜິດຊອບທາງດ້ານການເງິນ ຕ່າງໆ ຕໍ່ຄວາມເສຍຫາຍ ທີ່ເກີດຂຶ້ນ ແມ່ນ ຕົກເປັນ ພາລະ ຂອງ ບໍລິສັດປະກັນໄພ ຂອງ ຜູ້ສະຫມັກໃຈເຂົ້າຮ່ວມ ແຕ່ ບໍ່ແມ່ນ ພາລະ ຂອງ ບໍລິສັດ BP. ໃນເບື້ອງຕົ້ນ BP ໄດ້ປະກາດແລ້ວວ່າ ຕົນ ຈະເປັນຜູ້ຮັບພາລະ ທັງຫມົດ, ການລະບຸ ໃນສັນຍາ ເຊັ່ນ ນີ້ ຫມາຍເຖິງ ການໂອນພາລະຄວາມຮັບຜິດຊອບ ທາງດ້ານກົດຫມາຍ ມາ ສູ່ ບໍລິສັດ ປະກັນ ຂອງ ຜູ້ສະຫມັກໃຈເຂົ້າຮ່ວມ ໃນກິດຈະກຳ ທຳຄວາມສະອາດ.
- ໃນມາດຕາ 13 (I) ໄດ້ລະບຸວ່າ ຜູ້ສະຫມັກໃຈ ສາມາດຟ້ອງຮ້ອງທາງດ້ານກົດຫມາຍ ກັບ BP ໄດ້ ແຕ່ ຕ້ອງແຈ້ງໃຫ້ 30 ວັນລ່ວງໜ້າ ໂດຍບໍ່ມີການຍົກເວັ້ນ ກໍລະນີ ຮີບດ່ວນ.

ມາຮອດປະຈຸບັນ BP ໄດ້ ເອົາເນື້ອໃນ ຂອງ ສັນຍາ ທີ່ ມີລັກສະນະບໍ່ຖືກຕ້ອງນັ້ນອອກຈາກ ສັນຍາສະບັບພາສາ ອັງກິດແລ້ວ. APAS ຂໍແຈ້ງ ໃຫ້ ທ່ານຊາບຕື່ມອີກວ່າ ເຖິງວ່າ ເນື້ອໃນຂອງ ສັນຍາຂອງ BP ສະບັບ ພາສາ ຫວຽດນາມ ຈະມີຂໍ້ຄວາມດັ່ງກ່າວ ກໍຕາມ ແຕ່ ເນື້ອໃນທີ່ ລະບຸ ດັ່ງກ່າວຂ້າງເທິງນັ້ນ ບໍ່ມີຜົນທາງດ້ານກົດຫມາຍ. ຖ້າທ່ານ ມີຂໍ້ຂ້ອງໃຈ ຫລື ຂໍສົງໄສປະການໃດ , APAS ສະເໜີ ໃຫ້ ທ່ານ ຂໍຄວາມຊ່ວຍເຫລືອ ຈາກ ນັກກົດຫມາຍ ກ່ອນ ຈະລົງນາມ ໃນສັນຍາດັ່ງກ່າວ ກັບ BP



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

GEORGE BARISICH, individually and on behalf of THE UNITED COMMERCIAL FISHERMAN'S ASSOCIATION, INC.

Magistrate:

Civil Action Number:

Plaintiff

Versus

Section:

BP, P.L.C., BP EXPLORATION & PRODUCTION INC., and BP AMERICA PRODUCTION COMPANY

Jury Demand

Defendants

CONSENT JUDGMENT

Plaintiff George Barisich, individually and on behalf of the United Commercial Fisherman's Association, Inc. as President thereof, filed an Emergency Motion for Temporary Restraining Order ("Motion for TRO").

1 Plaintiff, together with Defendants BP Exploration & Production, Inc. and BP America Production Company (collectively "BP"), as well as Troy Wetzel, Extreme Fishing, LLC and the class of similarly situated individuals and entities Mr. Wetzel and Extreme Fishing, LLC seek to represent in matter No 10-01222 pending in this Court who intervened in Plaintiff's Motion for TRO (the "Wetzel Plaintiffs"), through their respective undersigned counsel, hereby consent to the following Consent Judgment ("Judgment") by amending the terms of the Master Vessel Charter Agreement that is the subject of the Motion for TRO (the "Agreement" or "CHARTER") as follows:

a. Article 13(F)(1) will be deleted in its entirety

- b. Article 13(F) will be deleted in its entirety (but not deleting Article 13(G), which typographically is mistakenly a part of Article 13(F)).
- c. Paragraph 5 of the Agreement Regarding Proprietary and Confidential Information attached as Exhibit C to the Agreement will be deleted in its entirety
- d. Article 22 will be deleted in its entirety
- e. Article 13(A) of the Agreement will be deleted except as follows: "VESSEL OWNER confirms that it will maintain in place any insurance policies it is carrying as of the date immediately prior to entering into this CHARTER or that it routinely carries for its usual operations."

2 The foregoing provisions deleted from the Agreement are agreed to be null and void, and BP agrees to abide by the foregoing changes to the Agreement with respect to any person or entity, including, but not limited to, the Plaintiff herein, all members of the United Commercial Fisherman's Association, Inc. (the "Association"), the Wetzel Plaintiffs, and other fishermen, shrimpers or oystermen, who voluntarily participate in the clean-up and mitigation operation following the April 20, 2010 DEEPWATER HORIZON explosion (collectively defined herein as "VOLUNTEERS"), whether those VOLUNTEERS agreed to those provisions pursuant to a document identical to or substantially similar to the Agreement or some other document containing those provisions, regardless of the state in which the document is entered or executed and regardless of the domicile or residence of the VOLUNTEER. However, this Judgment does not apply to commercial enterprises that own or operate multiple vessels, which enterprises were in the business of oilfield support or oilfield clean up or mitigation before April 20, 2010. Further, this Judgment does not apply to vessels contracted for purposes other than mitigation or clean up of oil

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from the DEEPWATER HORIZON explosion in the Gulf of Mexico, nor does it apply to any contracts entered into before April 20, 2010

3 With respect to the clean-up efforts following the explosion of the DEEPWATER HORIZON, BP stipulates that it will not request or require that any VOLUNTEERS sign any agreement, charter or other document containing the foregoing deleted or modified provisions, except as allowed by Paragraph 2 above.

4 With regard to all VOLUNTEERS that agreed to the deleted or modified foregoing provisions before the date of this Judgment, whether that person or entity agreed to those provisions pursuant to a document identical to or substantially similar to the Agreement or some other document containing those provisions, BP shall undertake to inform those persons and entities that the foregoing provisions have been deleted or modified and declared null and void.

5 Plaintiff, individually and on behalf of the Association as President thereof, and the Wetzel Plaintiffs reserve all rights under applicable law to challenge on any basis available under that law the remaining provisions contained in the Agreement or any other document BP presents for signature to Plaintiff, the Wetzel Plaintiffs, and/or other VOLUNTEER seeking to assist in the clean-up efforts ongoing as a consequence of the April 20, 2010 explosion on the DEEPWATER HORIZON. However, it is specifically agreed by Plaintiff and the Wetzel Plaintiffs that nothing contained herein or as a result of this Judgment shall be construed as a judicial admission to or stipulation of Plaintiff's or the Wetzel Plaintiffs' ability to represent a class of persons or entities in a legal representative capacity.

6 It is specifically agreed that nothing contained either herein or in the Agreement or any identical or substantially similar document shall be construed as an agreement to terms inconsistent with any insurance coverage held by Plaintiff, the Wetzel Plaintiffs, or any of the other VOLUNTEERS.

7 The Court retains jurisdiction of this matter in the event that further proceedings hereunder become necessary.

8 BP further agrees to assume all reasonable costs, expenses and legal fees incurred by Plaintiff, individually and on behalf of the Association, and the Wetzel Plaintiffs in this action up to the date that this Consent Judgment is entered.

9 By entering into this Consent Judgment, BP is not making an appearance in this, or any other action, and expressly reserves all rights and defenses to same.
New Orleans, Louisiana, this ____ day of May, 2010.

UNITED STATES DISTRICT COURT JUDGE

Signatures of counsel appear on next page

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