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BP CONTRACTS IN VIETNAMESE STILL CARRY ILLEGAL LANGUAGE

On May 2, 2010, the federal district court in New Orleans said Louisiana fishermen were not bound by offensive language in work agreements that BP was asking fishermen and other volunteers to sign to participate in cleanup and mitigation efforts organized by BP.

The BP contract said that a fisherman who could not fish because of the pollution and who entered into a contract to help clean up BP's mess was required to forfeit or minimize his right to make a claim for losses related to the explosion and resultant oil spill. The judgment (copy attached) voids some of those provisions from the contract. The offensive language in forms which BP required workers to sign that is now "null and void" included:

- Article 13(F) of the contract required that the volunteers IMDEMNIFY BP for any accidents that might occur from the volunteers' efforts.
- In Article 22 of the contract, BP demanded that the volunteers WAIVE their First Amendment constitutional free speech rights about the volunteer's participation in the clean-up efforts of the disaster. If a commercial fisherman signed this agreement, BP could sue the fisherman if the fisherman spoke to anyone about the disaster or clean-up efforts before BP approved of what the volunteer wanted to say.
- In Article 13 (A), the BP contract required that the volunteer's insurance policies cover BP, so that if there is damage to a volunteer's vessel or other injuries, such as to a crew member, the financial responsibility for the damage will rest on the volunteer's insurance carrier, NOT BP. BP has already said it would bear the full responsibility, and this was seen as BP shifting legal responsibility to the volunteers' insurers.
- BP, in Article 13(I), required 30 days of notice before any volunteer is allowed to pursue legal claims against BP, with no exceptions made for emergencies.

It appears that BP may have removed the offending language from the English versions of its contracts. APAS wants you to be aware that even though the language may remain in the Vietnamese versions of the contracts, the provisions outlined above should not be enforceable. If you have questions, APAS encourages you to seek the advice of a lawyer before signing any agreement.

This notice is intended for information purposes only designed to help you cope with your legal needs. Legal information is not the same as legal advice and this is in no way intended to provide legal advice. We recommend you consult a lawyer if you want professional assurance that our information, and your interpretation of it, is appropriate to your particular situation.

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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