

1 LOIS J. SCHIFFER  
2 Acting Assistant Attorney General  
3 Environment and Natural Resources Division

4 FRANK W. HUNGER  
5 Assistant Attorney General  
6 Civil Division

7 NORA M. MANELLA  
8 United States Attorney

9 ROGER E. WEST  
10 First Assistant Chief, Civil Division  
11 Federal Building, Room 7516  
12 300 North Los Angeles Street  
13 Los Angeles, CA 90012  
14 (213) 894-6117

15 PHILIP A. BERNS  
16 Attorney in Charge  
17 Torts Branch, Civil Division, West Coast Office  
18 United States Department of Justice  
19 P.O. Box 36028  
20 450 Golden Gate Avenue, 10th Floor  
21 San Francisco, CA 94102-3463  
22 (415) 556-3146

23 ROBERT R. KLOTZ  
24 Environmental Enforcement Section  
25 Environment and Natural Resources Division  
26 United States Department of Justice  
27 301 Howard Street, Suite 870  
28 San Francisco, California 94105  
(415) 744-6491

Attorneys for United States of America

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

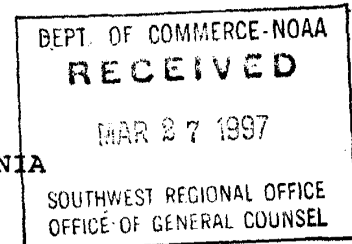
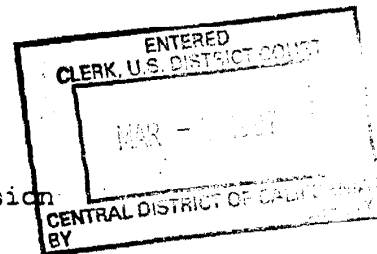
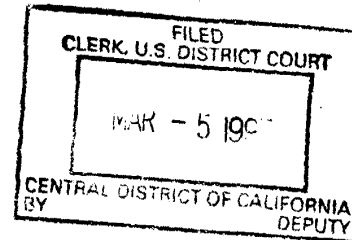
UNITED STATES OF AMERICA,

Plaintiff,

v.

BP AMERICA, INC; BP OIL SUPPLY  
COMPANY; and BP OIL SHIPPING  
COMPANY, USA,

Defendants.



No. CV 95-1229-RJK

CONSENT DECREE  
(BP)

1                   This Consent Decree ("Decree") is entered into by the  
2                   United States of America ("United States") and BP America, Inc.,  
3                   BP Oil Supply Company, and BP Oil Shipping Company, USA  
4                   (collectively referred to as "BP" or "BP Companies").  
5

6                   Introduction

7                   On February 7, 1990, the steam tanker AMERICAN TRADER  
8                   ran aground on one of its anchors at the Golden West Marine  
9                   Terminal, causing Alaska north slope crude oil to spill from the  
10                  ship's tanks into or upon waters, beaches, and other Natural  
11                  Resources near Huntington Beach, California, and requiring  
12                  cleanup of the spilled oil. The United States asserts that the  
13                  oil covered approximately sixty square miles of ocean and washed  
14                  ashore along approximately fourteen miles of beaches, injuring  
15                  birds and fisheries and other Natural Resources.

16                  AMERICAN TRADER was owned by American Trading  
17                  Transportation Company ("Attransco") on the day of the spill, and  
18                  had Mooring Master John Keon aboard for the purpose of bringing  
19                  the tanker into the offshore Terminal which was leased and  
20                  operated by Golden West Refining Company ("Golden West"). Golden  
21                  West hired Robert Brandenburger of Brandenburger Marine, Inc. to  
22                  assign mooring masters to particular mooring jobs at the offshore  
23                  terminal.

24                  AMERICAN TRADER's crude oil cargo was to be delivered  
25                  to Golden West pursuant to a crude oil sales contract between  
26                  Golden West and BP Oil Supply Company. BP alleges that at the  
27                  time of the Oil Spill, BP Oil Supply Company was the title owner

1 of the oil aboard the AMERICAN TRADER.

2 BP Oil Shipping Company, USA was the time charterer of  
3 the AMERICAN TRADER on February 7, 1990.

4 BP America, Inc. represents that it is an indirect  
5 parent of BP Oil Supply Company and BP Oil Shipping Company, USA.

6 The United States, on behalf of the United States  
7 Department of Commerce, the United States Department of the  
8 Interior, the United States Navy, the United States Coast Guard,  
9 and all interested federal governmental agencies, has filed,  
10 simultaneously with the lodging of this Consent Decree, an action  
11 in federal district court against BP America, Inc., BP Oil Supply  
12 Company, and BP Oil Shipping Company, USA seeking, under the  
13 Clean Water Act, 33 U.S.C. §§ 1251, et seq. ("Clean Water Act")  
14 and other federal statutory and maritime law, inter alia, Natural  
15 Resources Damages and Response Costs.

16 The United States, on behalf of the United States  
17 Department of Commerce, the United States Department of the  
18 Interior, the United States Navy, the United States Coast Guard,  
19 and all interested federal governmental agencies, has filed an  
20 action in federal district court against the steam tanker  
21 AMERICAN TRADER, in rem; Attransco; Golden West; Brandenburger  
22 Marine, Inc.; the Assuranceforeninger Gard, the AMERICAN TRADER's  
23 liability insurer; and the Trans-Alaska Pipeline Liability Fund,  
24 created by the Trans-Alaska Pipeline Authorization Act, 43 U.S.C.  
25 §§ 1651, et seq. ("TAPAA"). The United States' action seeks,  
26 under the Clean Water Act, TAPAA, and other federal statutory and  
27

1 maritime law, inter alia, Natural Resources Damages and Response  
2 Costs. United States v. The Steam Tanker, AMERICAN TRADER et  
3 al., United States District Court for the Central District of  
4 California Case No. CV 91-3363.

5         The State of California ex rel. the California  
6 Department of Fish and Game, the Department of Parks and  
7 Recreation, the Regional Water Quality Control Board, Santa Ana  
8 Region, the State Coastal Conservancy, and the State Lands  
9 Commission ("State Agencies") and the City of Huntington Beach,  
10 the City of Newport Beach, the Orange County Flood Control  
11 District, and the County of Orange ("Local Governments") have  
12 filed an action in Superior Court against Golden West, Attransco,  
13 BP, and Brandenburger Marine, Inc., seeking, inter alia, Natural  
14 Resources Damages and Response Costs. People of the State of  
15 California, et al., v. BP AMERICA, Inc. et al., Orange County  
16 Superior Court Case No. 64-63-39.

17         The State Agencies and the Local Governments have also  
18 filed an action in federal district court against the Trans-  
19 Alaska Pipeline Liability Fund under TAPAA for, inter alia,  
20 Natural Resources Damages and Response Costs. People of the  
21 State of California, et al., v. Trans-Alaska Pipeline Liability  
22 Fund, United States District Court for the Central District of  
23 California Case No. CV 92-0837.

24         It is the legal position of the United States that only  
25 officials of the United States designated by the President and  
26 state officials designated by the Governors of the respective  
27

1 states are entitled to act on behalf of the public as trustees of  
2 Natural Resources to recover Natural Resources Damages resulting  
3 from the Oil Spill under Section 311(f) of the Clean Water Act,  
4 33 U.S.C. § 1321(f).

5 The United States, the State Agencies, and the Local  
6 Governments (collectively, the "Governments") have proposed  
7 certain Restoration projects to Restore Natural Resources injured  
8 as a direct result of the Oil Spill. The Governments deem the  
9 proposed projects reasonable and necessary measures to Restore  
10 these Natural Resources.

11 The Parties desire to avoid the costs and risks of  
12 further litigation and believe that resolution of this dispute  
13 without protracted litigation to be in the best interests of the  
14 public.

15 To settle all of the pending litigation between the BP  
16 Companies and the Governments, the State Agencies, Local  
17 Governments, and BP Companies have entered into the Settlement  
18 Agreement that is Attachment 2 to this Decree (the "Settlement  
19 Agreement") and the United States and the BP Companies have  
20 entered into this Decree.

21 The Parties recognize that this Decree is a settlement  
22 of a contested matter and that neither the payment nor the  
23 acceptance of any consideration represents an admission of  
24 liability or responsibility by any Party. This Decree is without  
25 prejudice to the rights and defenses of the Parties hereto to any  
26 claims or causes of action against Non-Settling Parties.

1 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and  
2 DECREED as follows:  
3

4 JURISDICTION

5 1. This Court has jurisdiction over the subject  
6 matter and over the parties to this action pursuant to 28 U.S.C.  
7 §§ 1331, 1333, 1345, and 33 U.S.C. §§ 1319 and 1321. Venue is  
8 proper in this Court pursuant to 28 U.S.C. § 1391(b). The United  
9 States' Complaint states claims upon which relief may be granted.  
10

11 PARTIES BOUND

12 2. This Consent Decree shall apply to and be binding  
13 upon and inure to the benefit of the United States and the BP  
14 Companies, and each of them, and their present and former  
15 officers, directors, employees, and agents.  
16

17 DEFINITIONS

18 3. Whenever the following terms are used in this  
19 decree, they shall have the following meanings:

20 (a) "Claims Against BP for Contribution" means claims  
21 or causes of action, originating under federal, state, or  
22 maritime law, now or in the future, by Non-Settling Parties  
23 against any of the BP Companies for equitable comparative  
24 contribution; partial, comparative, or total indemnity;  
25 contribution; or equitable indemnity which arise from or are  
26 related to the Governments' claims for damages caused by the  
27

1 Oil Spill, except that claims based upon a written express  
2 indemnity agreement are not included within the scope of  
3 this definition.

4 (b) "Final Approval" means the earliest date on which  
5 all of the following have occurred:

6 (1) The Superior Court has found that the  
7 Settlement Agreement (attached to this Decree as Attachment  
8 2) was made in "good faith" as that term is used in section  
9 877.6 of the California Code of Civil Procedure and  
10 determined that all Claims Against BP for Contribution  
11 asserted or capable of assertion in state court are barred  
12 as a result of the Settlement Agreement and all applicable  
13 appeal periods have expired without an appeal being filed,  
14 or, if an appeal is taken, the Superior Court's judgment has  
15 been upheld on appeal and either the time for further appeal  
16 has expired without the filing of a further appeal or no  
17 further appeal is allowed; and,

18 (2) All Claims Against BP for Contribution in  
19 pending suits in state court have been dismissed with  
20 prejudice and all applicable appeal periods have expired  
21 without an appeal being filed, or, if an appeal is taken  
22 from the dismissal, the judgment has been upheld on appeal  
23 and either the time for further appeal has expired without  
24 the filing of a further appeal or no further appeal is  
25 allowed (it is understood that the term "appeal" is meant to  
26 include any applications for a writ from a state appellate  
27

1 court); and,

2 (3) The United States District Court for the  
3 Central District of California has entered this Decree.

4 (c) "Natural Resource" and "Natural Resources" mean  
5 land, fish, wildlife, biota, air, water, ground water,  
6 drinking water supplies, and other such resources belonging  
7 to, managed by, held in trust by, appertaining to, or  
8 otherwise controlled by the United States (including the  
9 resources of the fishery conservation zone established by  
10 the Magnuson Fishery Conservation and Management Act of  
11 1976, 16 U.S.C. §§ 1801 et seq.) and the State of California  
12 and its agencies.

13 (d) "Natural Resources Damages" means civil  
14 compensatory and remedial relief recoverable by the  
15 Governments on behalf of the public for injury to,  
16 destruction of, or loss of any or all Natural Resources  
17 resulting from the Oil Spill, including (1) costs of damage  
18 assessment, including related enforcement costs, (2)  
19 compensation for loss, injury, impairment, damage or  
20 destruction of Natural Resources, whether temporary or  
21 permanent, or for loss of use value (active and passive),  
22 consumer surplus, economic rent, or any other similar value  
23 of Natural Resources, and (3) costs of restoration,  
24 rehabilitation, or replacement of injured Natural Resources  
25 or the acquisition of equivalent resources.

26 (e) "Non-Settling Parties" means all persons and  
27



1 entities who are not parties to this Decree or the  
2 Settlement Agreement, including but not limited to (i)  
3 defendants in United States District Court for the Central  
4 District of California Case No. CV 91-3363 or any case  
5 consolidated with that action, and/or (ii) defendants in  
6 Orange County Superior Court Case No. 64-63-39 or any case  
7 consolidated with that action.

8 (f) "Oil Spill" means the grounding of the steam  
9 tanker, AMERICAN TRADER, on February 7, 1990 at the Golden  
10 West Marine Terminal and the resulting oil spill and  
11 response activity.

12 (g) "Party" or "Parties" mean the BP Companies, and  
13 each of them, and the United States.

14 (h) "Restore" or "Restoration" mean any action to  
15 restore to its pre-spill condition any Natural Resource  
16 injured, lost, or destroyed as a result of the Oil Spill and  
17 the services provided by that Natural Resource, or which  
18 restores, replaces, rehabilitates, or acquires the  
19 equivalent of, the injured, lost, or destroyed Natural  
20 Resource and affected services.

21 (i) "Response and/or Cleanup Costs" mean response  
22 and/or cleanup costs incurred by the Governments in  
23 responding to the Oil Spill, including but not limited to  
24 actions taken to remove and clean up the spilled oil.

25 (j) "Superior Court" means the Superior Court for the  
26 County of Orange.

SETTLEMENT PAYMENT BY BP

4. BP shall pay to the Governments the sum of \$3,894,246 (the "Settlement Amount") in the manner set forth in paragraphs 5, 6, and 7 of this Decree.

5. Within thirty (30) days of the date of notice to BP that all signatories have executed the Settlement Agreement (attached as Attachment 2) and this Decree, BP shall pay the Settlement Amount into the BP Settlement Escrow Account as described in paragraph 6 of this Decree.

ESTABLISHMENT OF SETTLEMENT ESCROW ACCOUNT AND  
SETTLEMENT DISTRIBUTION FUND

6. BP shall establish or cause to be established an escrow account at a federally-chartered bank (the "BP Settlement Escrow Account") to receive and hold the Settlement Amount and all interest accumulated on the Settlement Amount pending Final Approval or termination of this Decree. The BP Settlement Escrow Account shall earn a rate of interest not less than the rate on 91-day Treasury Bills, and all interest earned thereon shall be for the benefit of and paid to the Governments, except that if the Settlement Amount is returned to BP as a result of termination of this Decree, all interest thereon shall be for the benefit of and paid to BP.

7. The Governments shall establish or cause to be established a separate escrow or court registry account (the "BP Settlement Fund") to receive and distribute the Settlement Amount

1 and all interest accumulated on the Settlement Amount. Within  
2 fifteen (15) days after Final Approval, BP shall instruct the  
3 escrow holder holding the BP Settlement Escrow Account to  
4 irrevocably transfer the Settlement Amount plus all accrued  
5 interest on the Settlement Amount to the BP Settlement Fund  
6 created under this paragraph. After deposit of the Settlement  
7 Amount, plus all interest accumulated on this sum, to the BP  
8 Settlement Fund, the Governments shall allocate and disburse the  
9 Settlement Amount, plus all interest accumulated on this sum, as  
10 follows:

11 (a) The sum of \$2,484,567 plus all interest  
12 accumulated on this sum shall be deposited into a natural  
13 resources damages account and shall be used to Restore bird-  
14 related Natural Resources impacted by the Oil Spill. The  
15 Governments currently plan to use the funds deposited into  
16 the Natural Resources Damages Account as follows:

- 17 (1) For the improvement of the South Jetty at  
18 North Island, San Diego, to restore day and  
19 night roosting habitat for the Brown Pelican  
20 and other marine birds, as more fully  
21 described in Attachment 1;  
22 (2) For a multi-year Brown Pelican and marine  
23 bird predator control project or projects for  
24 Southern California islands within the  
25 national boundaries of the United States, as  
26 more fully described in Attachment 1;  
27

- 1 (3) For the purchase and installation of  
2 structures to serve as artificial roosts for  
3 Brown Pelicans and other marine birds, as  
4 more fully described in Attachment 1;  
5 (4) For jetty security projects for Brown  
6 Pelicans and other marine birds, as more  
7 fully described in Attachment 1;

8 (b) The sum of \$400,000.00 plus all interest accrued  
9 on this sum for a fish hatchery program at Aqua Hedionda  
10 Lagoon to rear white seabass for replacement of those  
11 impacted by the Oil Spill;

12 (c) The sum of \$300,000.00 plus all interest accrued  
13 on this sum for ocean and coastal pollution mitigation and  
14 monitoring projects to be administered by the Southern  
15 California Coastal Water Research Project;

16 (d) The sum of \$79,680 plus all interest accrued on  
17 this sum for certain revenue losses incurred by the  
18 California Department of Parks;

19 e) The sum of \$630,000 plus all interest accrued on  
20 the sum for certain Response Costs of the State Agencies and  
21 Local Governments.

22 8. The Governments commit to the expenditure of the  
23 funds set forth in paragraph 7 (a) and (b) above, for the design,  
24 implementation, permitting, and monitoring of Restoration  
25 projects. If one or more of the projects listed in paragraph 7  
26 (a) is not carried out for any reason, the Governments currently  
27

1 plan to carry out one or more of the alternate projects described  
2 in Attachment 1. Nonetheless, the Governments retain the  
3 ultimate authority and responsibility to determine the use of  
4 funds received for Natural Resources Damages in accordance with  
5 the provisions of the Clean Water Act, other relevant federal or  
6 state law, and the regulations governing use of recoveries for  
7 Natural Resources Damages. If, in applying the provisions of the  
8 Clean Water Act and other applicable federal and state law  
9 including the aforementioned regulations, and examining the  
10 scientific and engineering objectives of the planned Restoration  
11 projects, and taking into account the available funds, the  
12 Governments determine to expend funds in a manner different from  
13 that described in paragraph 7 (a) or (b) or in Attachment 1, the  
14 Governments will provide an explanation of their decision to BP  
15 and will proceed with other Restoration projects that the  
16 Governments deem to be reasonable and necessary to restore  
17 Natural Resources directly impacted by the Oil Spill. Following  
18 commencement of the Restoration Projects, the United States will  
19 advise BP, upon reasonable request, of the status of the  
20 projects.  
21

22 RELEASES AND COVENANTS NOT TO SUE

23 9. Effective upon Final Approval and BP's payment of  
24 the Settlement Amount in the manner prescribed in paragraph 5, 6,  
25 and 7 of this Decree, the United States releases BP from, and  
26 covenants not to sue or take any other civil or administrative  
27

1 action against BP for, any and all civil claims by the United  
2 States, arising from or based upon the Oil Spill, whether legal,  
3 equitable, statutory, or in admiralty, of which the United States  
4 knew or which the United States could have alleged based solely  
5 on documentation, data, or information available to the United  
6 States on or before the date of lodging of this Consent Decree,  
7 including without limitation, any and all civil claims under the  
8 Clean Water Act and maritime law that are alleged in the  
9 complaint of the United States in this action. For the purposes  
10 of this paragraph, "BP" includes present and former directors,  
11 officers, shareholders, and employees of the BP Companies.

12 10. Effective upon Final Approval, BP releases the  
13 United States from, and covenants not to sue or to take any other  
14 civil or administrative action against the United States for any  
15 and all civil claims that arise from, or are based on, the Oil  
16 Spill. For the purposes of this paragraph, "United States"  
17 includes present and former employees of the United States.

#### 18 DISMISSAL OF ACTIONS AND CLAIMS

19  
20 11. Upon entry of this Consent Decree as an Order of  
21 the Court (a) this Decree shall become effective and constitute a  
22 final judgment between and among the United States and the BP  
23 Companies and (b), upon BP's payment of the Settlement Amount in  
24 accordance with paragraphs 5, 6, and 7 of this Decree, each of  
25 the claims for relief by the United States against BP in this  
26 action are, and shall be, dismissed with prejudice and without an  
27

1 award of costs or attorney's fees to any Party.

2 12. Upon entry of this Consent Decree as an Order of  
3 the Court, Claims Against BP for Contribution pending in federal  
4 court are, and shall be, dismissed with prejudice.

5 13. BP agrees to support any motion or pleading the  
6 United States files in seeking entry of this Decree.

7  
8 THIRD PARTY LITIGATION

9 14. The Parties agree that they will not tender each  
10 other to any third party as direct defendants in any action  
11 relating to or arising from the Oil Spill pursuant to Rule 14(c)  
12 of the Federal Rules of Civil Procedure.

13  
14 RESERVATION OF RIGHTS

15 15. Except as expressly stated in this Decree, each  
16 Party reserves against all Non-Settling Parties all rights,  
17 claims, or defenses available to it arising from or relating to  
18 the Oil Spill. Without limiting the generality of the foregoing,  
19 the BP Companies have not compensated the United States for any  
20 response costs or damage assessment costs, including related  
21 enforcement costs, and the United States expressly reserves its  
22 rights to pursue those claims against Non-Settling Parties.  
23 Similarly, this Decree is not intended to prejudice BP's rights  
24 to recover from Non-Settling Parties for its losses related to  
25 the Oil Spill.

26 16. Nothing in this Decree creates, nor shall it be  
27

1 construed as creating, any claim in favor of any person not a  
2 party to this Decree.

3 17. The covenants not to sue in paragraph 9 above  
4 shall apply only to matters in paragraph 9 and shall not apply to  
5 the following claims:

6 (a) Claims based on a failure of BP to satisfy  
7 the requirements of this Decree, and

8 (b) Claims for criminal liability brought by the  
9 United States.

10 18. Nothing in this Decree shall affect the  
11 subrogation rights, if any, of the Trans-Alaska Pipeline  
12 Liability Fund against any Non-Party or Party to this Decree.  
13 Neither the existence or non-existence of such subrogation rights  
14 shall affect or preclude Final Approval as defined in this  
15 Decree.

16  
17 NOTICES AND SUBMITTALS

18 19. Whenever, under the terms of this Decree, written  
19 notice is required to be given by one Party to another, it shall  
20 be directed to the individuals and addresses specified below,  
21 unless the individuals specified or their successors give notice,  
22 in writing, to the other Parties that notice should be directed  
23 to a different individual or address.



1 Notice to the United States:

2 Chief, Environmental Enforcement Section  
3 Environment and Natural Resources Division  
4 U.S. Department of Justice  
5 P.O. Box 7611  
6 Ben Franklin Station  
7 Washington, D.C. 20044

8 Robert R. Klotz  
9 Environment and Natural Resources Division  
10 United States Department of Justice  
11 301 Howard Street, Suite. 870  
12 San Francisco, CA 94105

13 Philip A. Berns  
14 Attorney in Charge  
15 U.S. Department of Justice  
16 Torts Branch, Civil Division  
17 P.O. Box 36028  
18 450 Golden Gate Avenue, 10th Floor  
19 San Francisco, CA 94012-3463

20 Notice to BP:

21 General Counsel  
22 BP America, Inc.  
23 200 Public Square  
24 Cleveland, Ohio 44114

25 ELECTION TO TERMINATE

26 20. Any Party may elect to terminate this Decree if,  
27 prior to Final Approval, (i) a final judicial determination is  
28 made by any court of competent jurisdiction that this Agreement  
will not be approved in state court as a good faith settlement  
under Section 877.6 of the California Code of Civil Procedure, or  
(ii) a final judicial determination is made by any such court  
that Claims Against BP for Contribution asserted or assertable in  
state court are not barred by this settlement, or (iii) the  
United States District Court for the Central District of

1 California makes a final determination that this Decree will not  
2 be entered as an order of the Court. A Party electing to  
3 terminate this Decree must do so within fifteen (15) days after  
4 the final judicial determination specified in the preceding  
5 sentence, and shall immediately notify the other Parties to this  
6 Decree (and the parties to the Settlement Agreement) of such  
7 election in writing by hand delivery, facsimile, or overnight  
8 mail. Termination of this Decree by one Party shall effect  
9 termination as to all Parties. For purposes of this paragraph,  
10 "termination" and "terminate" shall mean the cessation, as of the  
11 date of notice of such termination, of any and all rights,  
12 obligations, releases, and covenants under this Decree.  
13

#### 14 REPRESENTATIVES

15 21. Each undersigned representative of the BP  
16 Companies certifies that he or she is fully authorized to enter  
17 into the terms and conditions of this Decree and to execute and  
18 legally bind her or his respective Parties to this Decree.  
19

#### 20 INTEGRATION CLAUSE

21 22. This document (including its attachments)  
22 encompasses the entire agreement of the Parties with respect to  
23 the subject matter hereof and totally supersedes all prior  
24 agreements or understandings, whether oral or in writing.  
25

MODIFICATION

23. Minor modifications not materially altering this Decree may be effected by the written agreement of the Parties. No other modifications of this Decree may be made unless the Parties agree in writing to the modification and the Court approves of the requested modification. Nothing in this paragraph shall be deemed to limit the Court's power to supervise or modify this Consent Decree.

Dated and entered this 5<sup>th</sup> day of March, 1997.

ROBERT J. KELLEHER

HONORABLE ROBERT J. KELLEHER  
UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of this Decree:

FOR THE UNITED STATES OF AMERICA:

By:

Lois J. Schiffer  
LOIS J. SCHIFFER

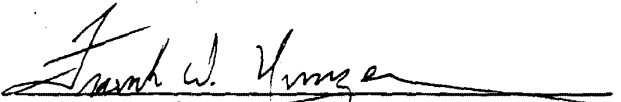
Acting Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice

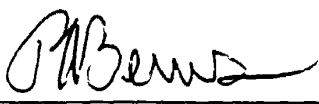
BY:

Robert R. Klotz  
ROBERT R. KLOTZ

Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
301 Howard Street, Suite. 870  
San Francisco, CA 94105


FOR THE UNITED STATES OF AMERICA (con't):

By:   
FRANK W. HUNGER  
Assistant Attorney General  
Civil Division  
United States Department of Justice

By:   
PHILIP A. BERNS  
Attorney in Charge  
U.S. Department of Justice  
Torts Branch, Civil Division  
P.O. Box 36028  
450 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102-3463

FOR THE BP COMPANIES:

By: \_\_\_\_\_

  
Roger Gale  
BP America, Inc.  
BP Oil Supply Company  
BP Oil Shipping Company USA