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U.S. DISTRICT COURT  
EASTERN DISTRICT OF LA

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LORETTA G. WHYTE  
CLERK

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF LOUISIANA**

<b>PATRICK JOSEPH TURNER, ET. AL.</b>	*	<b>CIVIL ACTION NO. 05-4206</b>
<b>Plaintiffs</b>	*	<b>CONSOLIDATED CASES</b>
	*	
<b>VERSUS</b>	*	<b>SECTION "L"</b>
	*	
<b>MURPHY OIL USA, INC.</b>	*	<b>MAGISTRATE "2"</b>
<b>Defendant</b>	*	

**SETTLEMENT AGREEMENT**

**I. BACKGROUND**

1. This dispute arises out of alleged damages caused by the escape of crude oil from the Murphy Oil USA, Inc. Meraux Refinery in the Parish of St. Bernard. Liability is disputed and settlement negotiations have been conducted at arm's length.
2. The Parties to this agreement are the named plaintiffs and class members, appearing through the Plaintiffs' Steering Committee ("PSC"), the PSC, Murphy Oil USA, Inc. and Murphy Oil Corporation (hereinafter "Murphy").
3. Class Action lawsuits were filed by and on behalf of numerous persons claiming damages as a result of the "Incident" as defined in Section II.14. These suits were subsequently consolidated into the above-captioned matter and on September 25, 2006 a settlement was reached.

Fee	_____
Process	_____
<input checked="" type="checkbox"/> Dkt'd	_____
Ct/In/Dep	_____
Doc. No.	_____

4. On January 30, 2006, the Court certified a class defined as follows:

All persons and/or entities who/which have sustained injuries, loss and/or damages as a result of the September 2005 spill of crude oil and any other related substances from a storage tank located on Defendant Murphy Oil USA, Inc.'s property in Meraux, Louisiana and who/which on August 29, 2005, were residents of, or owned properties or businesses in, the following area: Beginning north from the 40 Arpent Canal with its intersection in the west of Paris Road in Chalmette, Louisiana, and traveling along Paris Road in a southerly direction to its intersection with St. Bernard Highway, then heading east from this intersection along St. Bernard Highway to Jacob Drive, then heading north along Jacob Drive (including properties on both sides of Jacob Drive) to the intersection with East Judge Perez Drive, then heading east along East Judge Perez Drive to its intersection with Mary Ann Drive, then heading north along Mary Ann Drive to the 40 Arpent Canal.

This Agreement shall apply to this Class as that definition is further refined below. Upon approval of this Agreement, persons who previously opted out of this Class and who have not settled with Murphy, will be permitted to opt back in to avail themselves of the benefits provided herein. The identities of these persons who opted out are reflected in attached Exhibit 1. Additionally, persons who settled with Murphy and who resided, leased or own property or businesses in the Buyout Zone as defined in Section II below, or who participate in the Recovery Program as defined in Section VI below, will be able to opt-in to this Class and receive benefits provided herein.

5. The Parties seek to enter into a Class Action Settlement.
6. A Motion for Preliminary Approval of a Class Action Settlement has been filed, and the parties jointly will pursue an Order of Preliminary Approval and an Order of Final Judgment as to the overall fairness of the settlement.

7. The Parties have engaged in extensive discovery and related motion practice and numerous court hearings have been held. The Parties have reviewed all relevant documents, taken statements, consulted with numerous experts, and deposed fact and expert witnesses.
8. Murphy has denied and continues to deny each and every allegation brought by members of the Class and all charges of wrongdoing or liability of any kind whatsoever which members of the Class presently have asserted in this Litigation or may in the future assert.
9. Murphy has agreed to enter into this Settlement Agreement in order to put to rest all controversy in this matter and to avoid further expense and burdensome, protracted and costly litigation that would be required in defending this Litigation.
10. The PSC believes that it is in the best interests of the Class, as defined herein, to compromise all claims asserted by the Class against Murphy in consideration of a fair and appropriate settlement recognizing (i) the existence of complex and contested issues of law and fact, (ii) the comparative degree of the alleged liability or culpability of Murphy, (iii) the risks inherent in litigation, (iv) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement with Murphy, (v) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever, and (vi) the

Class Representatives' and the PSC's determination that the settlement is fair, reasonable, adequate and in the best interests of and will substantially benefit the Class Members.

**WHEREAS** it is the intent of the PSC and Murphy that: (i) a majority of the class representatives approve this Agreement; (ii) this Agreement and proposal of a settlement then be submitted to the Court for Preliminary Approval; (iii) this settlement proposed for preliminary approval obtain Preliminary Approval by the Court; (iv) notice of settlement be issued to the class; (v) the benefits described herein be proven for allocation; (vi) a hearing on the fairness of the settlement take place; (vii) the settlement be finally approved; (viii) the other obligations undertaken by the PSC and Murphy be performed; and (ix) upon entry of the Final Order and Judgment and occurrence of the Final Settlement Date, all hereinafter defined, Murphy shall be released and discharged by the Court from the Released Claims of the Class.

**NOW, THEREFORE**, the Class, as represented by the PSC and Murphy intend to present to the Court the terms, conditions and provisions of a settlement of all actual and potential claims by the Class and each member thereof against Murphy, subject to the Preliminary Approval of the Court, and, upon compliance with and completion of the terms and conditions set forth below, to obtain Final Approval of and adjudication by the Court as required by F.R.C.P. 23.

## **II. DEFINITIONS**

For the purposes of this Agreement and all exhibits thereto:

1. "Agreement" shall mean this Settlement Agreement and all of the exhibits to this Settlement Agreement.
2. "Buyout Zone" shall mean the area between the north side of St. Bernard Highway and the south side of the 20 Arpent Canal, on the first four streets and corresponding cross-streets (both sides) west of the Refinery, i.e., both sides of Jacob, Despaux, Ventura, and both sides of Lena, including Ohio (both sides from Lena to the Refinery); Missouri (both sides from Lena to Refinery) and East Judge Perez Drive (both sides from Lena to Refinery).
3. "Class Member" or "Member of the Class" shall mean all Persons (or, in the case of minority, death or incapacity, their tutors, successors, or legal representatives) who are described in the definition of the Class set forth in Section I, Paragraph 4 above.
4. "Class Representatives" shall mean Phyllis Michon, Cherie Scott Perez, James Shoemaker, Fernand Marsolan, and Robin Diaz Clark, as they were so designated by order of the Court on January 30, 2006.
5. "Class Settlement Notice" shall mean the legal notice of the proposed settlement to be published and disseminated in accordance with an order of the Court advising of the terms of this Agreement, which notice shall set forth that (i) a settlement has been perfected and preliminary approval entered; (ii) there will be an opportunity to opt back in, and/or object to the settlement; (iii) notice of the hearing on the fairness of the settlement is scheduled; (iv) and other such matters as may be directed by the Court, consistent with this Agreement.

6. "Closure Plan" shall mean the Remediation Plan established by the EPA, LDEQ, LDHH, and ATSDR to effectuate the clean-up of the area impacted by the Incident and to be implemented by Murphy in connection with Section VI.3. below. A copy of the Closure Plan is attached as Exhibit 2.
7. "Compromising Defendants" shall mean Murphy Oil USA, Inc. and Murphy Oil Corporation ("Murphy"), and each of their past, present or future parents, divisions, predecessors, affiliates, subordinates, subsidiaries, and controlling persons, and all of their past present or future shareholders, directors, officers, attorneys, employees, servants, heirs, administrators, successors, assigns, and agents. Murphy Oil USA, Inc. and Murphy Oil Corporation, Inc. shall be considered solidary obligors for purposes of this Agreement and enforcement of this Agreement.
8. "Court" shall mean and refer to the United States District Court, Eastern District of Louisiana and to the Honorable Eldon E. Fallon and Magistrate Joseph C. Wilkinson currently presiding over the Litigation, or their successor(s).
9. "Court Appointed Disbursing Agent" or CADA, shall mean Global Risk Solutions which is responsible for disbursing payments to Class Members in accordance with Section VI of this Agreement and conducting other administrative tasks consistent with this Agreement. It is further agreed that Bourgeois Bennett LLC, be utilized to perform certain functions on behalf of the PSC with respect to services provided by the CADA. Reasonable

costs incurred by Bourgeois Bennett in connection with functions authorized under this paragraph shall be treated as a common benefit cost.

10. "Court Appointed Special Master" shall be the person responsible for administering, reviewing and reporting on payments made under this Agreement.
11. "Fairness Hearing" means the hearing to be conducted by the Court, upon notice to the Class, to determine the fairness, adequacy and reasonableness of this Agreement in accordance with the law.
12. "Final Order and Judgment" means the Final Order and Judgment Approving Class Action Settlement to be entered by the Court: (i) approving this Agreement as fair, adequate and reasonable and in the best interests of the Class as a whole in accordance with F.R.C.P. 23; (ii) dismissing with prejudice the Litigation and any other Related Actions in the Court brought by or on behalf of Class Members against Murphy; and (iii) making such other findings and determinations necessary and appropriate to effectuate the terms of this Agreement.
13. "Final Settlement Date" means the date on which all of the following have occurred: (i) entry of the Final Order and Judgment consistent with this Agreement and (ii) finality of the Final Order and Judgment by virtue of that order having become final and nonappealable through (1) the expiration of all allowable appeal periods without an appeal having been filed or (2) final affirmance of the Final Order and Judgment on appeal or final dismissal or denial of all such appeals, including petitions for review, rehearing,

reargument, mandamus or certiorari.

14. "Incident" shall mean the escape of crude oil from the Murphy Oil USA, Inc. Refinery in Meraux, Louisiana as set forth in the Master Complaint.
15. "Liaison Counsel" shall mean Sidney Torres on behalf of the PSC and Kerry Miller on behalf of Murphy. Liaison Counsel shall receive and serve all pleadings, process and correspondence on behalf of their respective Parties.
16. "Litigation" shall mean the above-captioned class action.
17. "Notice Plan" shall mean the plan for disseminating the "Class Settlement Notice."
18. "Opt-in Period" means the period of time during which persons as defined in Section I, Paragraph 4 above, may opt back in to the class to avail themselves of benefits provided by this Agreement.
19. "Parties" shall refer to the Class, and all Class Members, the PSC, and the Compromising Defendants.
20. "Person" shall mean any natural person or individual, government, or legal entity, including, without limitation, partnerships and associations, and their successors or assigns.
21. "Plaintiffs Steering Committee" or PSC shall mean the group of persons appointed by the Court for the Litigation in its Order dated January 30, 2006 and as subsequently amended, and such other persons who may qualify and be appointed by the Court.



22. "Preliminary Approval" shall mean the Court's order preliminarily approving this Agreement pursuant to FRCP 23.
23. "Proof of Claim" or "Claim Form" shall mean a Proof of Claim document agreed to by the Parties and approved by the Court that each Class Member who wishes to receive benefits under this Agreement must complete in accordance with this Agreement. See Exhibit 3.
24. "Recovery Program" shall mean the program established to provide benefits to the Class pursuant to the subsequent proceedings before the Court consistent with this Agreement to effectuate, implement and promote this Agreement.
25. "Related Actions" shall mean and refer exclusively to civil actions in any court brought by or on behalf of any Settling Class Member claiming damages from the Compromising Defendants arising out of or in any way relating to the Incident, whether or not consolidated in this Litigation.
26. "Released Parties" shall mean the Compromising Defendants, their insurers and any other person, firm, corporation or entity not heretofore named in this Litigation as a defendant or third-party defendant for which the Compromising Defendants may be liable concerning the Incident or the subject matter of the Litigation.

### III. **REPRESENTATIONS AND WARRANTIES**

1. **Mutual Obligations of Assistance:** The PSC, on behalf of the Class, and the Compromising Defendants shall have the mutual obligation to assist each other and cooperate in the effectuation of this Agreement in

accordance with all applicable legal requirements. To that end, the PSC, on behalf of the Class, and Compromising Defendants shall take all steps necessary or appropriate to obtain an order from the Court granting Preliminary Approval and a Final Order and Judgment regarding this Agreement and are obliged to support affirmatively this Agreement in the event of appeal by any third party, to maintain the integrity and goals of this Agreement in all further proceedings in the Litigation, and to take such action as may be legally proper to assure the jurisdiction of the Court over this Agreement and all subsequent proceedings.

2. **Identification of Liens and Encumbrances:** Prior to any disbursement, the PSC, on behalf of the Class, will make a good faith effort to identify all lien holders and further represents and warrants that the PSC currently is unaware of and has not received notice of any lien, assignment, subrogation, encumbrance, garnishment, security interest, or any other right of any Person to the proceeds of the settlement, including any such claims by any health care provider, any state or other governmental body, any employer, workers compensation insurer, or any attorney not a member of the PSC, that would give such Person a claim to payment of all or a portion of any settlement amount of any Class Member. The Compromising Defendants agree to furnish the PSC promptly with any information it has or may in the future acquire concerning any liens or encumbrances affecting the above obligations of the PSC, on behalf of the Class.
3. **No Knowledge of Other Litigation:** The PSC, on behalf of the Class,

represents and warrants that no member of the PSC is aware of, or has been notified of, any lawsuit, claim, or legal action, either pending or threatened, or the basis of any such lawsuit claim or legal action, by or on behalf of any Class Member, arising out of or related to, directly or indirectly, the Incident, or the conduct of the Compromising Defendants with respect to the Incident other than those identified as Related Actions herein. The Compromising Defendants have furnished the PSC with any information it has concerning any filed actions affecting the obligations of the PSC and the Class.

4. **Consent of Class Representatives:** The PSC represents and warrants that it will present this Agreement to its members and that at the Fairness Hearing the PSC will stipulate that its members have read or are otherwise fully knowledgeable of the terms and conditions of this Agreement. The PSC represents and warrants at the Fairness Hearing it will stipulate that: (i) the PSC has explained or prior to the Fairness Hearing will fully explain the terms and effect of this Agreement to the Class Representatives and that the Class Representatives will be fully informed of the nature of the claims released, and the obligations undertaken by the Class; (ii) the PSC will use its best efforts to obtain the consent of a majority of the Class Representatives to the settlement, including all of the terms, conditions and obligations of this Agreement prior to the Fairness Hearing; and (iii) the PSC has not made and will not make any undisclosed payment or promise to any Class Representative for the direct or indirect purpose of obtaining that class

representative's consent to this Settlement Agreement.

5. **Due Diligence in Ascertaining Representations and Warranties:** The PSC specifically agrees it shall have a continuing obligation to ensure that these representations and warranties are accurate, and that the PSC shall notify the Compromising Defendants within a reasonable time after any member of the PSC becomes aware of any fact or condition which causes or may cause any of the representations and warranties to become inaccurate.

#### **IV. NO OTHER AGREEMENTS**

1. Pursuant to FRCP 23(e)(2), the Parties have not made any other agreement in connection with the proposed settlement. As such, the statement contemplated by FRCP 23(e)(2) is not applicable to this Settlement.

#### **V. PROPOSED ORDERS**

1. The PSC and Compromising Defendants will timely submit a joint "Order of Preliminary Approval" to the Court and all such future orders addressing notice of this Settlement, the Fairness Hearing, and the "Notice Plan", "Class Settlement Notice" and "Final Order and Judgment" and further proceedings consistent with this Agreement and with the law.
2. The PSC and Compromising Defendants shall promptly submit this Agreement to the Court and request the Court to enter an order granting Preliminary Approval.
3. The PSC and Compromising Defendants shall in due course respectfully request the Court to:

- a. Preliminarily approve this Agreement;
  - b. Approve the Class Settlement Notice;
  - c. Approve the Notice Plan, direct its implementation;
  - d. Set forth scheduling and procedures for the implementation of the terms and conditions of the proposed settlement;
  - e. Set forth procedures and deadlines associated with the notice process and the Fairness Hearing;
  - f. Issue an injunction permanently barring and preventing each and all Class Members from prosecuting any Related Action or bringing any subsequent claims or causes of action in law or in equity that arise from, or are related to, directly or indirectly, the Incident and/or any Released Claims. This provision is not intended to prevent or impede the enforcement of claims or entitlement to benefits under this Agreement.
4. On the date of the Fairness Hearing, the Parties shall jointly request that the Court enter the Final Order and Judgment pursuant to FRCP 23 finally approving the Settlement as defined in this Agreement.
  5. As part of the Final Order and Judgment, the Parties shall jointly submit to the Court a proposed order dismissing with prejudice, each party to bear his or its own costs, the Litigation and any other Related Actions. Prior to the Final Settlement Date, the PSC shall file motions to dismiss with prejudice all Related Actions by Class Members, whom they represent, each party to bear its own costs, pending in any other court, and the PSC will use its best

effort to assist the Compromising Defendants in obtaining dismissal with prejudice of any other Related Actions maintained by Class Members. Murphy is responsible, however, for any court costs deemed by the Court to be "common benefit" costs in connection with this Litigation. Further, any dismissals under this paragraph shall reserve the rights of settling Class Members to enforce claims or entitlement to benefits under this Agreement.

6. As part of the Final Order and Judgment, the Court shall issue a bar order preventing any and all settling Class Members from prosecuting Related Actions or bringing any causes of action in law or equity that arises from, concerns, or is related, directly or indirectly, to the Incident. This provision is not intended to prevent or impede the enforcement of claims or entitlement to benefits under this Agreement.

**VI. RECOVERY PROGRAM**

The total value of this settlement is currently estimated at \$330,126,000.00 (may be more or less depending on actual remediation costs). It is the intent of the Recovery Program to compensate Class Members for crude oil related damage only. The Recovery Program is broken down as follows:

1. Buyout Program - \$55,000,000.00 for the acquisition (inclusive of transaction costs) and remediation of properties purchased by Murphy in the Buyout Zone. Murphy will make a good faith effort to purchase all residential and business properties located in the Buyout Zone. This area contains residential properties and commercial properties with an estimated fair market value of \$40,000,000.00. The buyout price is \$40.00 per square foot of living area for residential properties and an appropriate amount for business properties. In the event that Murphy does not exhaust the

\$55,000,000 in the Buyout Zone mentioned above by June 30, 2007, Murphy will acquire other properties in the class area until the \$55,000,000 is exhausted.

- a. Murphy will make offers to purchase properties in the Buyout Zone until June 30, 2007.
  - b. After June 30, 2007, Murphy will make offers and acquire properties beyond the area set forth in sub-paragraph a. above, but in the class area until the \$55,000,000 is exhausted purchasing and remediating purchased properties.
2. Compensation Program – All (1) residents and residential and commercial property owners in the Class Area who have not previously settled with Murphy; and (2) residents and property owners in the Buyout Zone, including those who previously settled, will receive a settlement award that is fair and equitable to all. The total amount to be distributed under the compensation program will be \$120,000,000.00, pursuant to a fair and equitable allocation subject to Court approval. Class Members in the Buyout Zone are not obliged to sell their property to participate in the Compensation Program.
- a. Persons who previously opted out and who have not previously settled with Murphy, regardless of where they own property, businesses or reside in the Class Area, may opt back into the Class and participate in the Compensation Program.
  - b. Persons who previously settled with Murphy will be able to opt back in to the Class and obtain benefits under this Agreement, provided they resided, owned or leased property or businesses in the Buyout Zone or participate in the Buyout Program. These persons will be entitled to receive compensation in addition to what was previously

received under the Past Compensation Program (Section VI.4. below) pursuant to this Agreement and Court approval.

3. Remediation Program - \$51,862,000.00 in past remediation and an estimated (but not limited to) \$20,000,000.00 in future remediation expenses beyond the Buyout Zone but in the class area. The Remediation Plan shall be the Closure Plan. (Exhibit 2). Only the Class Area will have the benefits of the Remediation Program overseen by regulatory authorities and subject to Court review.
  - a. The Court will enter appropriate orders to effectuate the Remediation Program over the Class Area, including granting access to all Properties within the Class Area for testing and remediation.
4. Past Compensation Program – The Parties acknowledge that \$83,264,000.00 in past compensation payments exclusive of remediation that benefited the community of St. Bernard have been made by Compromising Defendants under a settlement program conducted by Murphy. Information on these payments are detailed in the attached Exhibit 4, which shows to whom payment was made, the amount of the payment, and the address to which the payment applied.
5. Non-reversion – All future payments under the Buyout and Compensation Programs will be spent for the benefit of Class Members.
6. In order to obtain benefits under this Agreement, each Class Member must timely complete a Proof of Claim form. All Proof of Claim forms must be submitted by January 31, 2007.
7. Upon the Final Settlement Date, Murphy will deposit an amount sufficient to



pay the individual settlement payments to Class Members that are ready for payment into the account referenced in Section XIII, Paragraph 3. Deposited funds shall accrue interest, which shall be used to benefit the Class. Thereafter, Murphy shall pay out benefits under the Recovery Program to Class Members upon approval of each claim submitted through the Proof of Claim process.

8. The distribution of benefits provided under the Compensation Program will commence seven (7) days after the Final Settlement Date is reached.
9. Upon final completion of the Recovery Program and distribution of all settlement benefits, the PSC shall prepare and serve upon the Court, and the Compromising Defendants a report indicating the disposition of each Claim.

**VII. CLASS SETTLEMENT NOTICE**

1. The Parties shall be responsible for disseminating the Class Settlement Notice at the direction of the Court and consistent with this Agreement.
2. The dissemination of the Class Settlement Notice shall be accomplished pursuant to the Notice Plan as approved by the Court in the following manner: (i) by first class mail to the last known address of all Class Members who are identifiable; (ii) by first class mail to the last known address of all plaintiffs in Related Actions and their counsel; (iii) by publication in the Times-Picayune and St. Bernard Voice; (iv) by posting a copy of the notice at the United States District Court, Eastern District of Louisiana and the 34<sup>th</sup> Judicial District Court, Parish of St. Bernard; (v) by posting a copy of the

Notice on the St. Bernard Parish Government's website, the District Court's website and the Murphy website; and (vi) by posting a copy of the Notice at such other public places, as may be ordered by the Court. The Notice shall be made available for distribution and publication in the form(s) submitted by the Parties and approved by the Court.

3. During the Fairness Hearing, the Parties shall prepare and submit to the Court a report detailing the results of their efforts in complying with the order granting the dissemination of the Notice and the Notice Plan.

**VIII. THE OPT-IN PROCESS AND OBJECTIONS BY CLASS MEMBERS**

1. All persons who previously opted out of the Class following certification on January 30, 2006 and (1) who have not previously settled with Murphy; and (2) all persons who reside, own or lease property or businesses in the Buyout Zone, regardless of prior settlements, may opt back into the Settlement to obtain the benefits provided herein by notifying Liaison Counsel for the Class and Murphy in writing of their desire to opt back in. Opt back in notices must be received by December 1, 2006.
2. Any Class Member who intends to object to the fairness, reasonableness and adequacy of this Agreement must file a written objection, in person, with the Court and mail a copy to Liaison Counsel at the addresses set forth below. The filing with the Court, and the post marking of the mailing, must occur not later than 20 days before the Final Fairness Hearing, as specified in the Court's Preliminary Approval Order and Notice. Class Members making objections must set forth their full name, current address and

telephone number, and provide proof of residency and/or property ownership in the class area as of August 29, 2005. Objections must be served upon Murphy at the law offices of Frilot Partridge, L.C., c/o Kerry J. Miller, 1100 Poydras Street, Suite 3600, New Orleans, LA 70163 and Liaison Counsel, Sidney D. Torres, III at 8301 W. Judge Perez Drive, Suite 303, Chalmette, Louisiana 70043.

3. Objecting Class Members must state in writing all objections and the reasons therefor, and a statement whether the Objector intends to appear at the Fairness Hearing either with or without separate counsel. No Member of the Class shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel), or to object to the Settlement Agreement, and no written objections or briefs submitted by any Member of the Class shall be received or considered by the Court at the Final Fairness Hearing, unless written notice of the Class Member's objection and copies of any written objections or briefs shall have been filed with the Court and served upon counsel for the Parties not later than 20 days before the date of the Fairness Hearing, as specified in the Preliminary Approval Order and Notice. All written objections or briefs shall identify any witnesses intended to be called, the subject area of the witness' testimony, and all documents to be used or offered into evidence, at the Fairness Hearing. Members of the Class who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to

the Settlement Agreement.

**IX. RELEASED CLAIMS**

1. "Released Claims" shall mean any and all claims that have been, might have been, or in the future could be asserted by the Class or any of the Class Members against the Compromising Defendants, or its insurer(s) in their capacity as an insurer of the Compromising Defendants arising out of, concerning, or in any way, directly or indirectly, relating to the Incident and/or matters described in the Litigation, including, without limitation, all claims for damages or remedies of whatever kind or character, known or unknown, suspected or unsuspected, asserted or not asserted, that are now recognized by law or that may be created or recognized in the future by statute, regulation, ordinance, judicial decision, or in any other manner, for actual or compensatory damages, exemplary and/or punitive damages, any damages based upon a multiplication of actual or compensatory damages or penalties of any kind, injunctive or declaratory relief, and any other loss or detriment of any kind including such claims, demands, liens, debts, obligations and causes or rights of action against or liabilities for any damages whatsoever against any of the Released Parties asserted by the Class or any of the Class Members arising out of or in any way related to the Incident:
  - a. for personal injury (including death), property damage, remediation and/or cleanup of property, diminution of property value, groundwater contamination, economic loss, fear, fear of cancer, fear of developing

- cancer, fright, mental distress, pain and suffering, loss of earnings, impairment of earning capacity, loss of consortium, loss of support, love and affection, medical monitoring, bystander liability, wrongful death, survival actions, punitive or exemplary damages, attorneys' fees, costs or expenses;
- b. for nuisance, trespass, inconvenience, loss of use, negligence, custody of a thing containing a vice or defect, strict liability, liability for ultrahazardous activities or conduct, absolute liability, wanton and reckless misconduct, malicious misconduct, servitude or obligation of vicinage, abuse of right, or any other liability legally asserted or assertable under any federal, state, or local statute, directive or regulation;
  - c. for damages or alleged damages resulting in whole or in part from exposure of the Class or Class Members or property of the Class Members to hazardous or allegedly hazardous, toxic, dangerous or harmful substances;
  - d. for any claims under La. R.S. §§ 22:655, 22:658, and 22:1220;
  - e. for derivative or vicarious liability arising out of the conduct or fault of others for which the Released Parties may be responsible;
  - f. for any right legally assertable by the Class or any Class Member now or in the future, whether the claim is personal to each individual, derivative of a claim now or in the future, or as assignee, successor, survivor, beneficiary, subrogee, or representative of a Class Member;

- g. for a past, present, future, known, unknown, foreseen, unforeseen, contingent, nascent, mature claim or a claim arising at law, in equity or otherwise, including but not limited to claims for survival and wrongful death;
- h. for any claim, right, or action arising out of, based on, or relating to any body of law whatsoever; and for all injuries or damages of any type, nature, or character arising from, attributable to, or in any way resulting from the Incident.
- i. for any conduct of any of the Released Parties with respect to the Incident or the Litigation; however, this provision is not intended to prevent or impede the enforcement of claims or entitlement to benefits under this Agreement.

**X. RELEASE**

1. The PSC and the Class agree that, upon the Final Settlement Date, the Final Order and Judgment approving the settlement shall operate as a release by each Class Member of any and all Released Claims against the Released Parties. This provision is not intended to prevent or impede the enforcement of claims or entitlement to benefits under this Agreement.
2. The PSC, on behalf of the Class, acknowledges that the release provided for herein will be, and may be raised as, a complete defense to and will

preclude any action or proceeding encompassed by the definition of Released Claims.

3. The PSC, on behalf of the Class, warrants that the release provided for herein does not automatically or immediately entitle any Class Member to any monies pursuant to this Agreement. The PSC, on behalf of the Class, expressly acknowledges that, pursuant to the Recovery Program, the Court may determine the eligibility of individuals as Class Members entitled to recovery. Such a determination shall be final and shall not revoke, diminish, or in any way affect the release provided for herein, which is freely given as consideration for the mechanisms created by this settlement as a means of avoiding costly litigation.
4. In connection with the release provided for herein, the PSC acknowledges on behalf of the Class that claims presently unknown or unsuspected, or facts in addition to or different from those now known or believed to be true with respect to the matters released herein, may be discovered. Nevertheless, it is the intention of the Parties to fully, finally and forever settle and release all such matters, and all claims relating thereto, that hereafter may exist, or might have existed with respect to the Released Claims.
5. The release provided for herein is the result of a compromise of disputed claims and shall never at any time or for any purpose be considered an admission of liability or responsibility on the part of the Compromising

Defendants which continue to dispute the merit of any Released Claim and deny such liability resulting therefrom, and disclaim responsibility.

**XI. INDEMNITY**

1. It is the intent of the Parties that the Compromising Defendants or any of the Released Parties shall not again be subject to litigation or liability by or on behalf of any Class Member with regard to any claim arising out of, directly or indirectly, or in any way related to, the Incident including Released Claims and Related Actions. It is further the intention of the Parties that the Compromising Defendants be dismissed from the Litigation, and that neither it nor the Released Parties shall ever again be required to litigate any suit, claim or action by any Class Member arising out of or in any way related to, directly or indirectly, the Incident, except for claims related to the enforcement of this Agreement.
2. Accordingly, the Class and each Class Member shall, individually and through the release to be approved shall defend, indemnify and hold harmless the Compromising Defendants, and each of the Released Parties, with each Class Member's individual indemnification limited to the funds allocated to such Class Member from the Recovery Program, with respect to all past, present and future demands, claims, suits, causes of action, rights of action, liabilities, liens or judgments of any kind whatsoever by any Person arising out of or in any way related to the Incident, the Litigation, or the Released Claims.



**XII. COUNSEL FEES**

1. Costs and Fees – Subject to Court approval, all administration costs of the class settlement, all common benefit fees and all common benefit expenses incurred in connection with prosecuting this litigation, will be paid by Murphy.
2. The PSC and the Compromising Defendants have made no agreement regarding (a) what the award of counsel fees and expenses should be (b) further the Compromising Defendants maintain they have the right or ability to contest any PSC fee application.
3. The PSC shall prepare and file with the Court a fee application, specifying the total amount of costs and fees it seeks for (i) the reimbursement of reasonable costs and expenses incurred for the benefit of the Class, and (ii) the reasonable fees for services performed for the benefit of the Class, which shall be determined in accordance with applicable standards for such fees, including, as appropriate, consideration of the results achieved and the contingencies involved in the performance of such services. The PSC shall comply with the provisions of FRCP 23(h) in regard to the fee application.
4. The amount of any award by the Court of any common benefit of attorneys' fees and expenses shall be paid by the Compromising Defendants over and above the benefits provided to the Class set forth in Section VI above, within seven (7) days after the Final Settlement Date is reached. Under no circumstances shall the Compromising Defendants be required to make any further contribution to the settlement or to the Recovery Program on account

of compensation to the PSC, private counsel for Class Members, or administrative or other expenses associated with this settlement.

5. Accordingly, the Parties acknowledge and agree that none of the members of the PSC, other attorneys who have represented the Class or Members of the Class or their respective agents, assigns, successors, creditors, lienholders, claimants or representatives shall have any claim whatsoever against the Compromising Defendants for payment of attorneys' fees and expenses other than as described above. In the event any dispute arises out of the allocation of such fees and expenses, then the PSC agrees to hold Murphy harmless from any and all liability, costs and expenses.

### **XIII. MISCELLANEOUS PROVISIONS**

#### **1. Termination of this Agreement:**

- a. This Agreement shall be terminated and cancelled upon any of the following events: (i) the Court declines to enter "Order of Preliminary Approval"; (ii) a majority of the Court approved class representatives decline approval of the settlement; (iii) the Fairness Hearing is not held by the Court; (iv) the Final Order and Judgment approving the settlement is not entered by the Court or is reversed by a higher court; or (v) the Court declines to dismiss the Compromising Defendants.
- b. The Compromising Defendants may, at their sole option, withdraw from, terminate and cancel their obligations under this Agreement upon any of the following events: (i) a majority of the Class

Representatives do not give their consent to this Agreement and settlement at the Fairness Hearing; (ii) Class Settlement Notice does not comply with the Order of the Court; (iii) the PSC, on behalf of the Class, materially breaches this Agreement and such breach materially frustrates the purposes of this Agreement; (iv) the Related Actions against the Compromising Defendants are not dismissed with prejudice by the Final Settlement Date, unless otherwise agreed by the Parties; (v) an injunction permanently barring and preventing each and all settling Class Members, including, but not limited to, those who have not properly opted out of the Class from bringing any subsequent claims or causes of action in law or equity that arise from, or are related to, directly or indirectly, the Incident and/or any Released Claims is not entered by the Court; (vi) more than 360 properties owned by Class Members fail to opt back in to the Class and/or request exclusion from the Settlement, if and as authorized by the Court; (vii) this Agreement is changed in any material respect, except by consent of the Parties.

**2. Continuing Jurisdiction:**

- a. Pending the final distribution of funds from the Recovery Program, the Court shall retain continuing jurisdiction over the implementation, administration and conduct of the settlement and the interpretation, construction and enforcement of this Agreement. Any action to enforce and/or related to this Agreement shall be commenced and

maintained only in this Court. The inclusion of "Insurers" within the definition of "Compromising Defendants" shall not be deemed to be submission, agreement or acquiescence by any insurer to any United States court's jurisdiction.

**3. Qualified Settlement Fund:**

- a. The Account used to compensate Class Members shall constitute a "qualified settlement fund" within the meaning of Section 468B of the Internal Revenue Code of 1986 and all rulings thereunder.

**4. Liability for Fees:**

- a. Except as otherwise specifically provided for in this Agreement, no party shall be liable for any costs or expenses incurred by or on behalf of any other party in connection with this Agreement and the actions contemplated thereby, subject to the above provisions for Murphy's payment of common benefit fees and expenses.

**5. Compromising Defendants' Retain Rights Against Insurers:**

- a. The Compromising Defendants' execution of this Agreement and participation in the settlement of this Litigation shall not be construed to release and the Compromising Defendants expressly do not intend to release any claim they may make against any insurer for any cost or expense incurred in connection with this settlement, including attorneys' fees and costs. In the event of any such claim, Murphy agrees that all parties' rights and obligations between Murphy and its

Insurers shall be determined by and any such claim shall be addressed by, the terms, conditions and provisions of the implicated and relevant insurance policy or policies exclusively, and any agreements reached by Murphy and its Insurers concerning those policies notwithstanding any provision in this Settlement Agreement to the contrary.

6. **Headings for Convenience Only:**

- a. The headings of each section and paragraph of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

7. **Applicable Law:**

- a. The parties to this Agreement have agreed that the validity and interpretation of this Agreement and any of the terms or provisions thereof, as well as the rights and duties of the parties thereunder, shall be governed solely by the laws of the State of Louisiana (where the Incident occurred and where the overwhelming majority of Class Members reside).

8. **Authority of Signatories:**

- a. Each of the signatories to this Agreement warrants he/she is authorized and empowered to execute this Agreement.

9. **Binding Effect:**

- a. This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective estates, heirs, successors and assigns. This Agreement does not bind, and shall not expand the rights of, any Persons who are not parties hereto or Released Parties, and no Person who is not a party to this Agreement or a Released Party shall acquire any rights hereunder, whether as a third-party beneficiary or otherwise.

**10. No Party Deemed the Drafter:**

- a. This Agreement has been negotiated at arm's length, with the participation of the PSC and the Compromising Defendants. In the event of any dispute arising out of this Agreement, or in any proceeding to enforce any of the terms of this Agreement, neither the PSC nor the Compromising Defendants shall be deemed to be the drafter of this Agreement or of any particular provision or provisions, and no part of this Agreement shall be construed against either the PSC or the Compromising Defendants on the basis of its identity as the drafter of any part of this Agreement. Neither the PSC nor the Compromising Defendants shall seek to invoke the doctrine of *contra proferentum* to interpret this Agreement.

**11. Dispute Resolution:**

The Parties agree that any objections to, or disputes concerning, this Settlement Agreement shall be submitted to the District Judge. Whether all rights of appeal by the Parties from the decisions of the District Judge have been waived by agreement is the subject of a motion to be presented to this

Court by the PSC. It is Murphy's position that no rights of appeal have been waived except as to the allocation of Compensation Program benefits. Specifically, it is Murphy's position that Murphy has reserved rights to appeal as provided by the FRCP, the FRAP and applicable law as to any future decision regarding the PSC's fee application. It is the PSC's position that Murphy has made an express, enforceable agreement to waive such appeal rights as to any decisions by the District Judge concerning any issues or disputes related to this Settlement Agreement.

12. **Entire Agreement:**

- a. The Parties to this Agreement warrant and agree that no promise or agreement not expressed herein or in the exhibits hereto has been made to them, that this Agreement, complete with its exhibits, contains the entire agreement between the Parties, that the Agreement supersedes any and all prior agreements or understandings between the Parties with respect to the matters, with the reservation as to Murphy's position regarding Dispute Resolution as stated above, and that the terms of this Agreement are contractual and not a mere recital and that in executing this Agreement, neither the Class (through the PSC) nor the Compromising Defendants are relying on any statement or representation made by the other, nor any agents and attorneys of the Class or the Compromising Defendants concerning the subject matter, basis or effect of this Agreement other than as set forth herein; and that in executing this

Agreement, the Parties rely solely on their own judgment and knowledge. No prior draft of this Agreement, nor any negotiations or proceedings in pursuance of this Agreement, nor any other parol evidence, shall be offered or received as evidence concerning the interpretation or construction of this Agreement, except as provided by Louisiana law.

13. **Amendments:**

This Agreement shall not be altered, amended or modified except by written instrument executed by the Parties. The Parties reserve the right, subject to the Court's approval, to grant any reasonable extensions of time that might be necessary or desirable in carrying out any of the provisions of this Agreement.

14. **Inadmissibility:**

The Parties specifically acknowledge, agree and admit that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations and correspondence, shall be considered an offer to compromise and a compromise within the meaning of Louisiana Code of Evidence article 408, the Federal Rule of Evidence article 408, and any equivalent rule of evidence of any state, and shall not constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or any fact alleged by the Class in this Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Compromising



Defendants or admission by Compromising Defendants of any claim or allegation made in this Litigation or in any action, nor as an admission by any Class Member or the PSC of the Class of the validity of any fact or defense asserted against them in this Litigation or in any action provided, however, that the Agreement shall be admissible to obtain dismissal of claims brought in contravention of it and as proof of satisfaction and compromise of claims settled pursuant to this Agreement.

15. **Severability:**

If any provision, paragraph, section, or other portion of this Agreement is found to be void, all of the remaining portions of this Agreement shall remain in effect and be binding upon the Parties.

16. **Counterparts:**

This Agreement may be executed simultaneously in two or more counterparts, and those counterparts shall be construed together and constitute one agreement.

17. All members of the PSC agree not to represent any opt-out or objector to the Settlement Agreement.

18. The PSC agrees not to challenge settlements made under the Murphy Voluntary Settlement Program; however, this provision is not intended to prevent or impede the enforcement of claims or entitlement to benefits under this Agreement.

Thus executed on the dates indicated below.



REPRESENTATIVE OF  
MURPHY OIL USA, INC.

October 9, 2006  
DATE



REPRESENTATIVE OF  
MURPHY OIL CORPORATION

10/9/2006  
DATE



REPRESENTATIVE  
ON BEHALF OF THE PSC, CLASS  
REPRESENTATIVES AND CLASS MEMBERS

10/9/06  
DATE

**FRILOT PARTRIDGE** 

FriLOT Partridge, L.C.  
1100 Poydras Street, Suite 3600  
New Orleans, Louisiana 70183

504.599.8000 phone  
504.599.8100 fax  
www.friLOTpartridge.com

**Kerry J. Miller**  
Telephone: (504)599-8194  
Facsimile: (504)599-8145  
E-mail: [KMiller@friLOTpartridge.com](mailto:KMiller@friLOTpartridge.com)

October 11, 2006

**VIA U.S. MAIL AND E-MAIL**

Sidney D. Torres, III, Esq.  
1290 7<sup>th</sup> Street  
Slidell, LA 70458


Re: Patrick Joseph Turner, et al  
v. Murphy Oil USA, Inc.  
C.A. No. 05-4206 (All Cases) "L"(2)  
Our File: 3-050653

Dear Sidney:

This confirms our conversation of earlier today in which we agreed to modify the opt back in deadline. As you know, the Settlement Agreement states that the opt back in deadline is December 1, 2006. This morning we agreed to extend that deadline until December 8, 2006. This letter is to conform with the Settlement Agreement that requires modifications be in writing.

I am copying Amelie Trahant on this letter with the request that it be placed in the court record and noted as a modification to the Settlement Agreement. I understand that the Order that the Court is entering on Preliminary Approval will be consistent with this modification and contain a December 8, 2006 deadline to opt back into the class.

Sincerely,



Kerry J. Miller

KJM/sc

cc: Ms. Amelie Trahant  
Gerald Meunier, Esq.



	723	286	723	Applicant Names:												
	Address	Attorney Represented	Attorney Name	Opied-In	Applicant Name: I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
2008 Judge Perez	2008 Grand Hommes	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Diane Cairre Janice R Crespo Gloria R Pitré Joseph S Barreca	Ronald Cairre Ronald W Mrs Ruth T Crespo Thomas E Crespo Irvin J Pitré Mary L Barreca										
2009 Judge Perez	2009 Urrugarr	Yes	Lambert & Lambert and Hurndon & Gaffney Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Ronald & Diane Cairre	Shelly Ronolo Spermanns Paradise										
2000 Mumphyrey	2001 Gallo	Yes	Maples & Kirwan, L.L.C. and Mumphyrey Law Firm, L.L.C. Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Claude Mumphyrey Earl S Langast, Jr Frank P Mumphyrey Vincent Custumano August Trebuch St	Stephen Langast										
2002 Pellicere	2003 Cecilia	Yes	Maples & Kirwan, L.L.C. and Mumphyrey Law Firm, L.L.C. Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		J Wayne Mumphyrey Lynell Mumphyrey Frank Carver, Jr Janice A Campagna, Opied In	Victoria Mumphyrey Mildred Morel Campagna Joseph										
2005 Mumphyrey	2005 Pellicere	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opied In	Chauda Boackle Irene Luparello Cindy McDavid Florencia S Ansaridi, Opied In Irene Luparello	Joseph Luparello										
2009 Mumphyrey	2009 Ocarvia	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opied In	Irene Luparello Claude Mumphyrey	Joseph Luparello										
2009 Mumphyrey	2009 Ocarvia	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opied In	Claudia Boackle	Milton Boackle										
2013 Mumphyrey	2013 Mumphyrey	Yes	Maples & Kirwan, P.A. / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Ronald S Tardio, Jr Ray Verges	Sheryl B Tardio										
2014 Beaurgard	2014 Beaurgard	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Ray Verges											
2015 Beaurgard	2015 Pellicere	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Ray Verges											
2016 Corinne	2016 Veronica				Duana Chambon Elvise H Raebuba Dimitrios Fromistas	Warren Chambon William F Raebuba Elizabeth F Fromistas										
2016 Gallo	2016 Gallo				Charles Grose Theresa Corne	Cynthia Grose										
2016 Gallo	2016 Gallo				Alvin Hebert Jody Walker	Phil J Walker Rose M Walker										
2016 Ocarvia	2016 Ocarvia				Shakima Ortiz, Opied In											
2016 Beaurgard West	2016 Beaurgard West				Johnny Lemoine August Trebuch St Angelle Gifford											

Prattlego and Cordoba

Attorney Work Product

Attorney Client Communication

723	286	723	723	Applicant Names:	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
207 Jurghart 207 Casa Calvo	Yes	Maples & Kirwan, L.L.C. and Mumpfrey Law Firm, L.L.C.	Opted In	Donald Dalton John Lane; Opted In Ray Keller Jr New Christian Crusade Church John Sloan	Marilyn Dalton										
208 Morales 209 Judge Perez	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In	St. Bernard Drugs, Inc Ethel Johnson											
210 Judge Perez 210 Lena	Yes	Maples & Kirwan, L.L.C. and Mumpfrey Law Firm, L.L.C.	Opted In	Joel Mumpfrey William Curtis											
211 Mumpfrey 212 Gallo	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In	Anthony Mumpfrey Brecana Franklin Rosalee S Riecke Vila W Owens Brecana Franklin											
213 Mumpfrey 214 Ocariva	Yes	Maples & Kirwan, L.L.C. and Mumpfrey Law Firm, L.L.C.	Opted In	Joel Mumpfrey Fred DeFranceschi											
215 Beauregard 216 Beauregard	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In	Dyane Mulkey Frank P Mumpfrey Frank Carver, Jr Grace Roe; Opted In Charles Roose											
217 Carline 218 Mumpfrey	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In	John G Hauptmann, Sr Nathan Serpas Blondel Musso Julie Bova											
219 Pellice 220 LaCasse	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In	Frank P Mumpfrey Brian Powell; Opted In Randy Muscarello, Jr John G Hauptmann, Sr											
221 Ocariva 222 Beauregard	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In	Peter Grafia Charles J Woolley; Opted In Wille Mae Fankstich; Opted In											
223 Charles 224 Lena	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In	Barbara B Chutz Joe Hendrix Joseph Volpe Suzanne Knaale Tiffany Traadaway											
225 Corinne 226 Mumpfrey	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In												
227 Valpe 228 Veronica 229 Corinne	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In												
216 Paris	Yes	Maples & Kirwan, L.L.C. / Mumpfrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Opted In												

Mumprey/CJ USA, Inc.

3 of 38 CA-Opt-Outs Mail Sent 10/13/06

10/4/2006 at 1:36:14

Privileged and Confidential

Attorney Work Product

Attorney-Client Communication

723	286	286	723	Applicant Names:	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Address	Attorney Represented	Attorney Name	Opted-In	Applicant Name: I											
226 Beuregard	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Michael Powers	Shana Powers										
2116 Charles	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Justin Bourgeois	Kevin J Bourg Willard Hooper										
2117 Mumphy	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Bernice G Sparaco; Opted In											
2107 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Bary Desselles											
2108 Beuregard West	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Justin Fleeewood; Opted In	Alie Michon; Matthew Mich										
2108 Beuregard West	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Abbie Michon; Opted In	Matthew Mich										
2108 Beuregard West	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Betsy G Deichmann; Opted In	Matthew Mich										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Frank Heim, Jr; Opted In	Barry Deselles Brenda Davis; Opted In										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Donald Dalton	Marilyn Dalton										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Ernest G Burchsall											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Lacey N Pfeiffer	Ray Pfeiffer										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Norman Oulilo	Laura Oulilo										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Karen McName											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Carmelle Trahan											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Randy Muscarello, Jr	Rose Matlock										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Cindy Thornley											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Joseph Matlock											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Randy Muscarello, Jr											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	David Melton	Dina Nolan										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Arnell Curtis	JoAnn S O'Re William Curtis										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Joanne Virga											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Jason Peterson	Lyndell Dummet										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Shirley Naquin	Van J Naquin										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Antoinette D Fisher	Barbara D Bon Delyva B Desj Gwendolyn D Traus P Despaux, III										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Adriana D'Faria	Francesca D'F-Jacky D'Faria										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Geraldine Esie											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Alan A Calamun; Opted In	Rosemary L Calamun; Opted In										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Cecelia V D Henecour											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Patrick Wisner											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Joann H Carballo; Opted In	Marie/Franne Suzanne H Held										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Crystal Carrige											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Allen Ferand	James Shepherd										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Angel Shepherd	Troy Aldrich										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Catherine Nye	Monica Braud										
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Jason Dakon											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Albert Braud											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Druzer Leader Service											
2109 Ocavita	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Holly Harbrice	Robin Hudson										

Mumphy (R) USA, Inc.

4 of 19 CA-001-001 (01) 10/13/2006 05:45

10/13/2006 01:36 PM

723	286	286	723	Applicant Names:	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
2203 Corinne Lyndell	Yes	Jonathan B. Andry	Opted In	Pamela Thompson David Hutchison Jr Cynthia Lejeune Lang Joseph Barreca Eugenia Lantone Marguerite G Ward; Opted In		Olivia Lang Mary Barreca	Ryan Lang	Wayne Reed Lang								
2213 Maricela Pacheco	Yes	Lambert & Lambert and Humdon & Gaffney														
2216 Gallo			Opted In	Joanna L. Menzella												
2217 Blanchard	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Brian Dimartino												
2218 Venuza	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Barry Desselles		Lillian L. Doy										
2220 Jacob	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Forrest C Doy		Lillian F Doy										
2220 Lyndell				Forrest C Doy		Tia Lewis										
2220 Venuza				Michelle Stephens												
2221 Corinne				David Hutchison Sr												
2221 Lyndell				Kirk Caron												
2221 Octavia				Amy Ourso												
2221 Veronica				Barry M Desselles												
2222 Jacob	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Kirk Caron												
2223 Octavia				Ben Walker												
2224 Maricela				Elmer Jackson, Jr												
2225 Lyndell				Thomas Warner												
2225 Veronica				Elizabeth S. Lehmann												
2225 Volpe				Terry Adcock												
2226 Plaza				Sandra Smith												
2228 Campagna	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Ranona Fincher												
2228 Peen				Ray Verges												
2228 Plaza	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Michael Brueny; Opted In Helen Cervani; Opted In Ranona Fincher		Shelley Brueny; Opted In Paul Cervani; Opted In										
2228 Maricela			Opted In	Ray Verges												
2228 Plaza			Opted In	Heather Thompson; Opted In Nelson Nunez Nelson Nunez Raul Vallecillo Jr		Laura Thompson; Opted In										
2228 Plaza				Frank Couste												
2229 Mumphy	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Jane Carderara; Opted In		Jane Couste										
2229 Veronica				Alexander P Zelaya												
2230 Jena	Yes	Maples & Kirwan, J.L.C. and Mumphy Law Firm, L.L.C. Lynn Eric Williams, Jr.	Opted In	Eric Fillets		Carlos, II Zelt Isabelle v Zelt; Kandace A Zelaya										
2230 Helicte	Yes															



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Attorney Work Product

Attorney Client Communication

723	286	723	Applicant Names:	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
2287 Plaza 2287 Veronica 2301 Voipe	Yes	Lohmann, Carnahan, Batt, Angelle & Nader	Opted In	Floria Cooper; Opted In Grece Kastel; Opted In Eduardo Miller	Harold Cooper; Opted In Dan Kastel; Opted In										
2304 Maritza 2304 Veronica 2305 Gallo	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Greg Chase Jennifer Carson; Opted In Debrae S Dardis Kevin Alphonso	Randy Carson; Opted In Nicholas Alphonso Donald Pettiford; Opted In Nicholas Alphonso										
2305 Octavia 2305 Pellicere 2307 Oravia 2308 Jacob	Yes	Joseph S. Piacun Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Kevin Alphonso Janice Killian	Julius Cummit; Tammy Cummings										
2308 Pellicere 2308 Volpe	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Brandon Girou Christopher Bourgeois	Rhonda McDonald										
2309 Octavia 2309 Veronica 2312 Veronica 2315 Pellicere	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Mr. Cruz Lesley Oamer; Opted In Ruth Bastford; Opted In Candy Miller	Lisa Oamer; Opted In Randy Miller										
2316 Paris 2316 Paris 2316 Paris 2316 Paris 2316 Paris	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Bessie R Teun; Opted In Caroline N Mistrot Caroline N Mistrot Carrie Dysart Caroline Napolia Mistrot	Ronald w Mistrot John Dysart										
2317 Lyndell 2319 Gallo	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Lorraine Colbute Darius B Fernandez Jane Lukovics	Ronald Lukovics										
2320 Pellicere 2320 Riverland 2328 Pecan 2328 Pecan	Yes	Lohmann, Carnahan, Batt, Angelle & Nader	Opted In	Charlote Streizinger Malcolm Vazquez; Opted In Claudine Kuehler Jan C Reed; Opted In Ronald La Hase, Jr	Gerrude S Sit; William Streiz; William Streizinger, III Marlene Vazquez; Opted In John Kuehler Suzanne Pretlove-Reed; Opted In										
2328 Charles 2328 Charles 2328 Charles 2328 Charles 2328 Charles	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Leatrice Rodriguez Troy Pendergraft; Opted In Tanny Welch; Opted In											
2328 Gallo 2328 Gallo 2328 Gallo 2328 Gallo 2328 Gallo	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Grayson Hines Milton Beakle											
2328 Gallo 2328 Gallo 2328 Gallo 2328 Gallo 2328 Gallo	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Grayson Hines Alfred Harpser Charles H Chaussey	Mary Ann Rodriguez; Opted In Alfred Harpser, III Marie R Chau Michael Chau; Patricia Knold-Peggy C Lala										

Maples & Kirwan, LLC

6 of 16: CA QDR QDR Not Spilled 2/15

10/12/2009 4:13:19 PM



	723	286	723	Applicant Names:	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
2524 Gailo	Yes	Maples & Kirwan, L.L.C. and Mumphyrey Law Firm, L.L.C. Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Donald R. Durose, Jr. Anthony T. Jhessi David Hamilton													
2604 Jacob	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Claudia Boockte Son Ngoc Vu, Inc dba: China Ruby Restaurant													
2604 Dauterive	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Carol Attardo Barbara Atbrecht; Op'd In Fred Cherault Legier Radiator Service													
2604 Veronica	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Anthony Campo, Jr. Rachel C Taylor Cynthia Keiff													
2607 Burfon	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Cola Long St Bernard Baptist Church Cecilia Guidry													
2609 Voipe	Yes	Lohmann, Carahan, Bat, Angelle & Nader Eric Williams	Anthony Nicolas Geraldine W Wiggins Ann W Hebert Lana Lala Macl Oussat													
2612 Campagna	Yes	F. Gerald Maples, P.A. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Mustachia Professional Lawn Service William J Flatauann, Sr													
2617 Dauterive	Yes	F. Gerald Maples, P.A. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Gwen Z Johnson Ronald Harwell													
2618 Ventura	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Hector Padilla Ronald Harwell Karen R. Liccardi Dorothy Byrd Ashlon Liccardi													
2618 Chalona	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Michael P O'P Mitchell E Wiggins Earl P Hebert Lauren Lala Matthew Ouss Megan Oussel Melinda Oussel													
2622 Paris	Yes	Philip Bohrer														
2703 Charles	Yes	F. Gerald Maples, P.A. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Mustachia Professional Lawn Service William J Flatauann, Sr													
2703 Lyndell	Yes	F. Gerald Maples, P.A. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Gwen Z Johnson Ronald Harwell													
2703 Jacob	Yes	F. Gerald Maples, P.A. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Hector Padilla Ronald Harwell Karen R. Liccardi Dorothy Byrd Ashlon Liccardi													
2708 Charles	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Michael P O'P Mitchell E Wiggins Earl P Hebert Lauren Lala Matthew Ouss Megan Oussel Melinda Oussel													
2708 Lyndell	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Gwen Z Johnson Ronald Harwell													
2708 Jacob	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Hector Padilla Ronald Harwell Karen R. Liccardi Dorothy Byrd Ashlon Liccardi													
2742 Jacob	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Michael P O'P Mitchell E Wiggins Earl P Hebert Lauren Lala Matthew Ouss Megan Oussel Melinda Oussel													
2741 Lyndell	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Gwen Z Johnson Ronald Harwell													
2742 Jacob	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Hector Padilla Ronald Harwell Karen R. Liccardi Dorothy Byrd Ashlon Liccardi													
2800 Burfon	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Michael P O'P Mitchell E Wiggins Earl P Hebert Lauren Lala Matthew Ouss Megan Oussel Melinda Oussel													
2800 Jacob	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Gwen Z Johnson Ronald Harwell													
2800 Jacob	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Eugene Mollinary Hector Padilla Ronald Harwell Karen R. Liccardi Dorothy Byrd Ashlon Liccardi													
2800 Paris	Yes	Maples & Kirwan, L.L.C. / Mumphyrey Law Firm, L.L.C. / Orrill, Cordell & Beary, L.L.C.	Michael P O'P Mitchell E Wiggins Earl P Hebert Lauren Lala Matthew Ouss Megan Oussel Melinda Oussel													

723	286	286	723	Applicant Names:	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
2812 Jacob	Yes	Lance Licciardi	Opted In	Alice Stragusa											
2812 Jacob	Yes	Lance Licciardi	Opted In	Salvador, Jr. Stragusa											
2805 Buffon	Yes	Les A. Martin	Opted In	Alan D Blancas											
2805 Paris	Yes	Lambert & Lambert and Humdon & Gaffney	Opted In	Amber Grush											
2805 Ventura	Yes	Lance Licciardi	Opted In	Joseph S Barrea											
2808 Jacob	Yes	Lobmann, Carriahan, Bart, Angelle & Nader	Opted In	Cheyli S Canuso											
2808 Pecan	Yes	Lobmann, Carriahan, Bart, Angelle & Nader	Opted In	Dianne G Glaser											
2809 Buffon	Yes	Richard Tony	Opted In	Denise B Gallo											
2809 Charles	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Camille Celar: Opted In											
2809 Rosetta	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Charles P Teoulet											
2809 Jacob	Yes	Lobmann, Carriahan, Bart, Angelle & Nader	Opted In	Kenneth Sears											
2809 Jacob	Yes	Lobmann, Carriahan, Bart, Angelle & Nader	Opted In	Dianne G Glaser											
2809 Jacob	Yes	Lobmann, Carriahan, Bart, Angelle & Nader	Opted In	Charlotte M Strenzinger											
2809 LaPlace	Yes	Lobmann, Carriahan, Bart, Angelle & Nader	Opted In	Carolyn Lowery											
2812 Veronica	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Rene R Hyer											
2813 Campagna	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Charles E Harrison Jr											
2814 Tournfort	Yes	Lobmann, Carriahan, Bart, Angelle & Nader	Opted In	David Hood											
2814 Jacob	Yes	Lobmann, Carriahan, Bart, Angelle & Nader	Opted In	Charlotte M Strenzinger											
2816 LaPlace	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Carolyn Lowery											
2817 Tournfort	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Elizabeth Hanstlick: Opted In											
2818 Delambert	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Anthony Bilhot											
2818 LaPlace	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Charles Brown*: Opted In											
2819 Mary Ann	Yes	Daniel E. Beemel, Jr.	Opted In	Anthony Lubrano											
2819 Jacob	Yes	Lance Licciardi	Opted In	Benjamin Navo											
2901 Dauterive	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Berlin III H Latuso											
2901 Delambert	Yes	F. Gerald Maples, P.A. / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Anee Sandrock											
2903 Jacob	Yes	Cordell & Beary, L.L.C.	Opted In	Benjamin P Navo											
2904 Karen	Yes	Lance Licciardi	Opted In	Jeanne R Dieckenshneider											
2904 Lyndell	Yes	Eric Williams	Opted In	John Changelain											
2906 Rosetta	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	David A Strammann											
2906 Lena	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Jean Stoor											
2906 Lyndell	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Linda J Hallik: Opted In											
2909 Rosetta	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Herbert T Ivins, Sr											
2909 Palmisano	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Donna Scarcello Eddlestone											
2909 LaPlace	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Carolyn R Lowery											
2908 Buffon	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Adam R Guy: Opted In											
2908 Jacob	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Elizabeth Q Montreal											
2908 Desjoux	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Corey A Thomas											
2908 Jacob	Yes	Lance Licciardi	Opted In	Jay A Buras											
2908 Jacob	Yes	Lance Licciardi	Opted In	Jay A Buras											



	723	286	723	Applicant Names:											
Address	Attorney Represented	Attorney Name	Opted-In	Applicant Name: I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
303 Darnour	Yes	E. Gerald Maples, P.A. / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Theodore Herbert											
313 Reiss	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	James, Jr Worringen Nabille Guillou Melissa T St Roman: Opted In Gayle Fiore Naomi Brining Lisa Cina	Robert J St Roman: Opted In										
304 Gailo	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Aileen Seibert Craig Vucirovich Millon Guarno, III Charlotte H Burke: Opted In Charles S Lunt: Opted In Byrnes Aleman Laura Ruffino	Rosalie M Vucirovich										
305 Blanchard	Yes	Lohmann, Carrahan, Bart, Angelle & Nader	Opted In	Harold McCloskey Steven Hauptmann Byrnes Aleman	Salvatore Sant-Tomohy Ruffino Susan McCloskey										
307 Paris	Yes	Lynn Eric Williams, Jr	Opted In	Charles S Lunt: Opted In Andrew Marshall, III Lois Hudson	Judy D Lunt: Opted In Andrew Marshall, John Roger										
3208 Marchita	Yes	Maples & Kirwan, L.L.C.	Opted In	Charles S Lunt: Opted In	Judy D Lunt: Opted In Kimberly Bayer: Opted In										
309 Palmisano	Yes	Lohmann, Carrahan, Bart, Angelle & Nader	Opted In	Elodie Thibodeau	Rua M Thibodeau										
311 Reiss	Yes	Maples & Kirwan, L.L.C.	Opted In	Claude Alton Michael Lyons: Opted In	Wanda Alton Wendy Lyons: Opted In										
314 Buffon	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Patricia Melons Christine Nucio Byrnes Aleman Angela F Nucio Ronald Care Byrnes Aleman Ohio S Robinson Renaldo Martinez, Sr	J Edward Nucio John M Nucio Nuccio B Nucio, III Christine Nucio John D Nucio John E Nucio Taylor B Nucio										
316 Riverland	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Diane Care Scott Stearns: Opted In	Ronald Care Shad Stearns: Opted In										
317 Buffon	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Robert Barnes, II Dorothy DeLaurie: Opted In Kathleen Miller: Opted In Joseph Cardinale	Frank DeLaurie, Jr: Opted In Paul E Miller										
320 Decoinne	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
321 Charles	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
323 Liberaux	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
327 LaPlace	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
308 Jacob	Yes	Lohmann, Carrahan, Bart, Angelle & Nader	Opted In												
310 Delambert	Yes	Lohmann, Carrahan, Bart, Angelle & Nader	Opted In												
310 Jacob	Yes	Lohmann, Carrahan, Bart, Angelle & Nader	Opted In												
311 Palmisano	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
311 Delambert	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
312 Jacob	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
316 LaPlace	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
320 Decoinne	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
320 LaPlace	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
320 Voipe	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												
320 Karen	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In												

Murphy Oil USA, Inc.

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10/24/2006 at 3:20 PM

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Attorney Work Product

Attorney-Client Communication





Address	Attorney Represented	Attorney Name	Opted-In	Applicant Names:	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
3305 Despuux 3305 Veronica 3308 Lena	Yes	Lobmann, Carriahan, Bart, Angelle & Nader Lynn Eric Williams, Jr. Lobmann, Carriahan, Bart, Angelle & Nader Lynn Eric Williams, Jr.	Opted In	Chris Holmes Alissa Gore; Opted In Michael A. Prendergast Karen A. Kallengstiel	Vicki Holmes Ashlyn Gore; Heather Gore; Alexis Gore; Opted In Patricia Prendergast											
3308 Ventura 3308 Veronica 3309 Deconline 3309 Golden	Yes Yes Yes Yes			Dawn Cucchia April Marie Poche Josephine Thompson Keith Facio Ghonia P. Bverhardt George E. Dunnum, Jr.*; Opted In Pamela Molinary Randy Muscarello, Sr. Amber H. Stabile Jean Schega; Opted In Barbara Dunnum; Opted In Alice Dolise William Hales Chris Neill Jr. Anthony Colombo Randy Muscarello, Sr. Calvin A. Melertine Ela M. Bilich Karen Henderson Doris Carriger Alex Vega, Jr. Dorina Spradlin Darlene F. Roussel; Opted In Larry Sherman	Ronald Cucchia Tammy Poche Theresa Landry Patrick Thompson Barbara Dunnum; Opted In Paul Molinary Tara Martingly Brad J. Stabile Richard Schega; Opted In George E. Dunnum, Jr.*; Opted In Keith M. Hardeman Zachary J. Trahan Jacob Colomby Jannie Colomby Kyle Colombo Cinda R. Melertine John W. Bilich, Jr. Kenneth Henderson William Carriger, Sr. Emily Vega Kerri Ermon Ronald Vega Michael Roussel, Sr.; Opted In											
3312 LarPlace 3312 Rosetta 3313 Dauterive 3309 Golden 3313 Pecan 3313 Tournefort 3314 Delambert 3314 Lyndell 3314 Plaza 3314 Delambert 3314 Peann 3314 Volpe	Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C. Becnel Lobmann, Carriahan, Bart, Angelle & Nader Lance Licciardi Jesse L. Winberry, III Raymond A. Mally Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In Opted In Opted In Opted In Opted In Opted In Opted In Opted In Opted In Opted In Opted In Opted In	Glenda Hoselle Richard J. Artus; Opted In Kathyn O'Neill; Opted In Charlotte Streizinger Darlene S. Albert Peggy Randazzo; Opted In Charles Joseph Mumphy Alireza Fakhimpour Mildred Porche Marion Coraya Gleam Triche Christopher Orgeron Christine Neely Christine P. Neely Cheryl B. Perry Marion Conway	Bridie Duruch Casey B. Artus Christopher R. Luwana H. Ann Richard Artus; Opted In Karen O'Neill; Malloy O'Neil Michael Saitta Kristy Brand; Robert K. O'Neill; Opted In Ellen Streizinger Emily Streizinger William Streizinger Jessica Albert Nicole Albert Raymond C. Albert Dora S. Mumphy Mohammad Fakhimpour Susan Triche Darcy Renick Mark Solares Maureen Renick Patrick Neely Michael A. Perry Sr.											
3360 Golden 3601 Karen 3601 Palminano 3601 Riverland 3611 LaPlace	Yes		Yes	Christopher Orgeron Christine Neely Christine P. Neely Cheryl B. Perry Marion Conway	Darcy Renick Mark Solares Maureen Renick Patrick Neely Michael A. Perry Sr.											





723	286	723	723	Applicant Names:	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
3700 Maricopa	Yes	Keith Conure	Opened In	Kenneth Reichert		Rosemary Calamari										
3700 Padua			Opened In	Alan A. Calamari; Opened In		Kenneth Ross										
3700 Riverland			Opened In	Gaynell Ross		Phoebe Strinson										
3701 Dauterive		Lobmann, Curtulan, Batt, Angelle & Nader	Opened In	Janez Strinson		Shell Pericone; Opened In										
3701 Decornine	Yes		Opened In	John Pericone; Opened In		Wayne Garity										
3701 Maricopa			Opened In	Lisa Garity		Kenneth W Langford; Opened In										
3701 Veronica			Opened In	Michelle R Langford; Opened In												
3701 Mumphyrey	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Brian H. Odde												
3704 Pecan	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Kenneth Reichert												
3705 Charles	Yes		Opened In	Theriot L Rhonda		Noel Harwell; Opened In										
3705 Maricopa			Opened In	Keith W Harwell; Opened In												
3705 Riverland			Opened In	Michael A. Cappo		Mark Talano		Nicholas Talar		Nicole Talano						
3705 Veronica			Opened In	Laurie Talano												
3708 Dauterive			Opened In	Gaynell M Harwell												
3708 Pecan	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Kimberly T. Santa Marina; Opened In												
3708 Rosetta			Opened In	Dorothy Frey												
3709 Decornine	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Joseph Tujague												
3709 Pecan	Yes		Opened In	Robert III F Hammond												
3709 Rosetta	Yes		Opened In	Janez January; Opened In												
3709 Rosetta			Opened In	Lori B Sanders; Opened In												
3709 Veronica			Opened In	Max Sanders; Opened In												
3709 Golden			Opened In	Diane Buras; Opened In		Martin Buras		Martin J Buras Jr								
3712 Charles	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Patricia Ann Hart												
3712 LaPlace				Susan Barber												
3712 Volpe	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Brandly T Alcorn												
3713 Charles			Opened In	Britany Catania		Dawn Catania		Frederik K W Michael Catania								
3713 Dauterive			Opened In	Charles R Balentine; Opened In		Carl D Balentine; Opened In										
3713 Pecan				Conrad Childress												
3713 Pecan				Gloria Troscelar												
3713 Pecan				Michael Moorman												
3709 Tournefort	Yes	Maples & Kirwan, LLC / Mumphyrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opened In	Lora Schmidt; Opened In												
3709 Decornine	Yes			Kim Turrage		Robert Turrage										
3709 Riverland	Yes	Lobmann, Curtulan, Batt, Angelle & Nader		Dianne G Glaser		Jacob R Glaser										
3709 Charles	Yes			MaryAnn Crawford												
3709 Decornine				Joseph Valdelungo		Mrs Joseph Valdelungo										
3709 Maricopa				Melissa Pounds		Michael Rousset, Jr										
3709 Pecan				Eric Kelly		Pauline Kelly										
3709 Plaza				Dolores Bayard												
3709 Riverland	Yes	David Batt		Darlene Lejeune		Stacey Lejeune										

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Address	Attorney Represented	Attorney Name	Opted-In	Applicant Names:	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
3720 Veronica	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Thomas J Bird; Opted In		Kristie C Bird; Nancy R Bird; Zachary T Bird; Opted In										
3721 Volpe			Opted In	Judith Costanza; Opted In		Louis Costanza; Opted In										
3724 Gallo			Opted In	Mitchell Frantowich; Opted In		Sarah Frantowich										
3724 Palmsano			Opted In	Orenda Fedele		Terrence V Fedele										
3724 Plaza			Opted In	Wendy Roppolo; Opted In		Vincent Roppolo; Opted In										
3729 Karen				Donna Carlin		Emily Carlin		Kirk C Carlin	Laura Carlin							
3722 Chalona	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Deanna David												
3722 Volpe			Opted In	Alecia Desselie		Jason Desselie; Tai Desselie										
3726 Charles			Opted In	Charlotte Charles; Opted In		Edwin Charles, Jr; Opted In										
3741 Charles			Opted In	Charles Mitchell												
3748 Charles			Opted In	Kellin Houpy; Opted In		Patricia Houpy; Opted In										
3800 Danver			Opted In	Maureen Moser		William R Moser										
3800 Lyndell				Ronnie Gallo		Vickie Gallo										
3800 Veronica				Anthony Colonbo, Jr		Sherie A Colonbo										
3800 Volpe	Yes	Jonathan B. Andry		Dawn Mitchell		Sterling Mitchell										
3804 Corinne				Randy Wilber												
3804 Gallo				Cheryl P. Roudique												
3804 Lyndell			Opted In	Alfred J Mayeur, III; Opted In		Christina K M; Claire V Mayeur; Opted In										
3805 Charles	Yes	Jonathan B. Andry		Albert Labauer II		Heather Labauer										
3806 LaPlace			Opted In	Eugene Bischoff, Jr		Rosa Bischoff										
3806 Lyndell			Opted In	David E Sprouse*; Opted In		Irene N Sprouse*										
3806 Lyndell				Lester O, III Tanguis		Keyeta C Tanguis										
3808 Pecan	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Cheri DeLaune												
3808 Veronica			Opted In	Jean F Hansen; Opted In		Irene N Sprouse										
3809 LaPlace			Opted In	David E Sprouse		Judy Diner; Opted In										
3809 Mumphy			Opted In	Adrian Diner; Opted In		Irene N Sprouse*										
3810 LaPlace			Opted In	David E Sprouse*; Opted In		Frances Gangolf										
3812 Chalona				Barry Gangolf												
3812 Pecan	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Dwayne Boudreaux		Gwen Boudreaux										
3812 Veronica			Opted In	Lynn Bardales; Opted In		Robert, Jr Bardales; Opted In										
3814 Camagna				Avery Boudreaux		Karley Hanzo; Sherie Boudreaux										
3816 Corinne	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Bob Nunez		Joni Nunez										
3816 Gallo			Opted In	Salif M Abdelatif; Opted In		Megan Nunez										
3816 Palmsano	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Mark Abshter		Italy Abshter										
3816 Pecan			Opted In	Dennis Leselle; Opted In												
3816 Volpe			Opted In	Gary Lucas; Opted In		Jocil Lucas; Opted In										
3816 Campagna				Jean Edwards												
3816 Chalona	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.		Frankie T Morelin, Sr												

Maples Or USA, Inc

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Address	Attorney Represented	Attorney Name	Opted-In	Applicant Name:	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
3816 Corrine	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Fred Schmitt												
3817 Corrine			Opted In	Alexis Reaney		Brian Reaney	Brian Reaney	Chloe Reaney	Lisa Reaney							
3817 Karen			Opted In	Ba Van Vu		Julie T Vu	Tiffany Thien Vu									
3817 Lena	Yes	Lyni Eric Williams, Jr.	Opted In	Carl Zornes												
3817 Palmsano			Opted In	Patgeot Glass		Sean M Ghass										
3817 Veronica			Opted In	Abd Jabir												
3820 Blanchard			Opted In	Jason Lala: Opted In		Janel Maskar										
3821 Chalona			Opted In	Cheryl E. Thomas: Opted In		William E Thomas: Opted In										
3821 Veronica			Opted In	Corway Horn		James Lewis										
3824 Lyndell			Opted In	Bonnie S Hager: Opted In		Michael W Hager, Sr: Opted In										
3825 Plaza			Opted In	Debra Gramon: Opted In		Lauren Gramm Thomas Gramon: Opted In										
3828 Corrine			Opted In	Walter Dornan: Opted In												
3832 Plaza	Yes	Matthew Green	Opted In	Norman Naguin, Jr												
3833 Plaza			Opted In	Mohammad "Steve" Jabr												
3837 Plaza	Yes	F. Gerald Maples, P.A. / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Janice G Ansalade		Ronald Aldrich: Opted In										
3840 Plaza	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Kathleen Aldrich: Opted In												
3900 Blanchard	Yes		Opted In	Ernest R Perry		Thomas M Barbed: Opted In										
3901 Gailo	Yes	Keith Couture	Opted In	Melodie G Barbed: Opted In												
3905 Campagna	Yes	Keith Couture	Opted In	Jacob, Jr P Wilbur		Tien Tran										
3905 Gailo			Opted In	Nhoi Han												
3908 LaPlace			Opted In	Kathleen Terrekome		Dawn T Niedermeier: Opted In										
3909 Blanchard			Opted In	Keith Niedermeier: Opted In		Philip N Walker: Opted In										
3913 Gailo			Opted In	Denise V Walker: Opted In		Rosanna Aguilera										
3917 Gailo			Opted In	Gerald M Soldani, Jr		Mitch Haupt: Opted In										
3920 Charles			Opted In	Dozer Loader Service		Patricia Schneider										
3920 Charles			Opted In	Erin Haupt: Opted In		Amy A Johnson										
3920 Charles			Opted In	Deborah Trabaux		Lawrence J L Patricia Landry: Opted In										
3920 Charles			Opted In	Herbert F Schneider, Sr												
3920 Charles			Opted In	Victor Colombo												
3920 Charles			Opted In	Harold L Johnson, III: Opted In												
3920 Charles			Opted In	Gregory R Zarnier												
3920 Charles			Opted In	Lawrence J Landry III: Opted In												
3920 Charles			Opted In	Gawain Dibelet: Opted In												
3920 Charles			Opted In	Karim M Badden												
3920 Charles			Opted In	Pamela Soles		Judy Langsford										
3920 Charles	Yes	Richard Torry	Opted In	Dan Langsford												
3920 Charles			Opted In	Andrew Deffes												
3920 Charles			Opted In	Carol Champagne: Opted In												
4003 Solidell	Yes	Maples & Kirwan, LLC / Mumphy Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Opted In	Patricia Melina		Emile DeJaurie Jr: Opted In										
4003 Solidell			Opted In	Nicholas LaCoste, III		Terre N Sproune*										
4003 Solidell			Opted In	Porochy DeJaune: Opted In												
4003 Solidell			Opted In	David E Sproune*: Opted In												

Mapleby Oil USA, Inc.

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	723	286	723	Applicant Names:	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Address	Attorney Represented	Attorney Name	Oped In	Applicant Name: I												
509 St. Pierre	Yes	Lobmann, Carshana, Barr, Angelle & Nader	Oped In	Irvin Breaux Wendy Volion	Sandra Breaux											
509 St. Pierre	Yes	Lobmann, Carshana, Barr, Angelle & Nader	Oped In	Evelyn Brocato Bendon Graser, Jr.; Oped In												
522 St. Pierre	Yes	Lobmann, Carshana, Barr, Angelle & Nader	Oped In	Evelyn Brocato Joseph W Salandre; Oped In	Laurie A Salandre; Oped In											
505 St. Pierre	Yes	Lobmann, Carshana, Barr, Angelle & Nader	Oped In	Joseph W Salandre; Oped In	Laurie A Salandre; Oped In											
505 Golden	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Terry Verges												
505 Golden	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Terry Verges												
607 Daryl	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Terry Verges												
607 Daryl	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Mary Beth Deebardi	Richard Deebardi											
607 Daryl	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Jody Bernius; Oped In	Dennis Bernius; Oped In											
701 St. Bernard	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Eva Vinsana												
712 Daryl	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Iva Vinsana												
800 Petite	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Mark Oprea; Oped In	Pam Oprea; Oped In											
801 Josephine	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	John, Jr Frey	Jeffrey Carter; Joseph Didier; Lisa Lewis											
804 Lyndell	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Barbara Didier	Jeffrey Carter; Joseph Didier; Lisa Lewis											
804 Lyndell	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Michael Quatino; Oped In	Judith Childress Quatino; Oped In											
804 Lyndell	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	David Farrar												
804 Lyndell	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Michael Quatino; Oped In	Judith Quatino; Oped In											
804 Lyndell	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Barbara Riley; Oped In												
804 Lyndell	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Doris J Canclienne*	Jack Canclienne; Jeannette C Al John J Canclienne*											
905A Judge Perez	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Dennis Dunn, Jr	Jack Canclienne; Jeannette C Al John J Canclienne											
905A Judge Perez	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Doris A Canclienne	Jack Canclienne; Jeannette C Al John J Canclienne											
905A Judge Perez	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Lestie Falgout	Russ Auto Title Transfer Service LLC											
905A Judge Perez	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Michael Bress	Russ Auto Title Transfer Service LLC											
905A Judge Perez	Yes	Maples & Kirwan, LLC / Mumphrey Law Firm, LLC / Orrill, Cordell & Beary, L.L.C.	Oped In	Splash Land, Corp	Splash of St. Bernard, Corp											

**CLOSURE PLAN: MURPHY OIL SPILL RESPONSE**

**MURPHY OIL USA, INC. REFINERY  
JUDGE PEREZ CRUDE OIL SPILL, SEPT. 2005  
ST. BERNARD PARISH, LOUISIANA**

**U.S. ENVIRONMENTAL PROTECTION AGENCY REGION 6  
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY  
AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY  
LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS**

**June 2006**



**CLOSURE PLAN: MURPHY OIL SPILL RESPONSE  
MURPHY OIL USA, INC. REFINERY  
JUDGE PEREZ CRUDE OIL SPILL, SEPT. 2005  
ST. BERNARD PARISH, LOUISIANA**

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**CLOSURE PLAN: MURPHY OIL SPILL RESPONSE  
MURPHY OIL USA, INC. REFINERY  
JUDGE PEREZ CRUDE OIL SPILL, SEPT. 2005  
ST. BERNARD PARISH, LOUISIANA**

**I. FOREWORD**

This document sets forth the collective determination of the U.S. Environmental Protection Agency, Region 6 (EPA), the Louisiana Department of Environmental Quality (LDEQ), the Louisiana Department of Health and Hospitals (LDHH) and the Agency for Toxic Substances and Disease Registry (ATSDR, an agency within the U.S. Public Health Service), (the Agencies) of what constitutes a cleanup that is protective of public health and the environment at the Murphy Oil spill site in St. Bernard Parish, Louisiana. This document will:

- Address the significant human exposure pathways;
- Discuss pathways that did or did not result in a significant human exposure;
- Itemize the performance standards for response, if any, to address each pathway;
- List response measures necessary to attain the performance standards; and
- Identify acceptable confirmation methods (sampling, air monitoring, etc.) to verify whether the performance standards have been attained.

This document is also intended to define completion of the subject oil spill response and to summarize the Agencies' basis for finding that a response meeting the performance standards set forth in this document is protective of human health and the environment.

**II. INTRODUCTION**

On August 29, 2005, Hurricane Katrina made landfall in Southeastern Louisiana wreaking widespread devastation with flooding and high winds. The President of the United States declared the area affected by the hurricane a disaster and invoked the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) authorizing funding for disaster relief for the Federal Emergency Management Agency (FEMA). Pursuant to the Stafford Act, state and federal agencies initiated response efforts organized according to the National Response Plan employing the Incident Command System in a Unified Command Structure. Under the National Response Plan Emergency Support Function #10 for Oil and Hazardous Materials Response, the U.S. EPA and the U.S. Coast Guard (USCG) agreed to divide responsibilities for numerous major oil and hazardous substance releases in the area.

Flooding in St. Bernard Parish had receded by several feet by September 3, 2005, when a large above-ground storage tank at the Murphy Oil Meraux Refinery (Murphy) tank farm released just over one million gallons of crude oil. Murphy notified the National Response Center, was identified as a responsible party, and promptly began cleanup actions with federal

oversight. Much of the spilled oil was recovered from secondary containment and drainage canals and was placed back into Murphy's control under USCG supervision. An estimated 25% to 30% of free oil volatilized or evaporated.<sup>1</sup> The remainder of the spilled oil entered local storm drains and nearby residential and commercial neighborhoods of Chalmette. Once the free oil recovery phase was completed in late October, 2005, the USCG and EPA agreed that EPA would resume the lead Federal Agency role and work with other State and Federal Regulatory Agencies to oversee the remaining cleanup. In addition to major oil spills, there were also numerous small scale hydrocarbon releases associated with Hurricane Katrina flooding in Southeast Louisiana, from sources such as submerged vehicles, homes, and businesses.

### III. GEOGRAPHIC AREA OF CONTAMINATION

The areal extent of contamination from the oil spill was initially assessed by EPA using visual surveys. There have been three separate and independent delineations of the area potentially affected by the oil spill ("study areas").<sup>2</sup> In September/October 2005 Murphy workers delineated an area which was based upon their visual and analytical identification of oil contamination. This area was posted on Murphy-produced maps and was shaded blue. It has subsequently become colloquially known as the "baby blue area".

EPA performed several visual oil contamination surveys which were posted on EPA maps and updated periodically with new EPA survey information. EPA conducted house-to-house<sup>3</sup> visual surveys in October, 2005 roughly characterizing the levels of oiling on the properties in the impact area. Four levels of oiling were established for this survey: heavy, moderate, light, and oil line. Heavy was defined as a property where greater than fifty percent (50%) of the yard and sidewalks were covered with product. Moderate was defined as a property where roughly 50% of the yard and sidewalks were covered with product. Light was defined as a property where only a small percent of the horizontal surfaces were covered with oil product. The fourth category identified an oil line or a visible band of oil on a residence. Of approximately 1800 homes within the EPA study area identified as affected, 114 were classified as heavy, 286 as moderate, and the remainder as light to oil line only. Not all of the structures within the boundaries of the EPA study area exhibited oil contamination.

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<sup>1</sup>Estimated volumes of oil volatilized or evaporated is based on the National Oceanic and Atmospheric Administration's Automated Data Inquiry for Oil Spills model, version 2 (ADIOS2), utilized by the U.S. Coast Guard in mass balance analyses of oil spills.

<sup>2</sup>This Closure Plan addresses contaminants and exposure pathways that are associated with crude oil from the Murphy Oil USA, Inc. Refinery. EPA is maintaining a robust file record of response activities. Liability discussions are outside the scope of this document.

<sup>3</sup>The terms "house" or "home" and "structure" are used interchangeably in this document. The impacted area includes both commercial and residential buildings, but the vast majority are residential.

A third delineation of potentially affected areas was made based on evidence presented in a third party lawsuit styled *Patrick Joseph Turner et al. v. Murphy Oil USA, Inc., et al.* The map, colloquially known as the "big box area" is posted on the website of the U.S. District Court for the Eastern District of Louisiana at <[www.laed.uscourts.gov](http://www.laed.uscourts.gov)> at the tab marked "Murphy Oil." The big box area is the largest of the three study areas. The three study areas are depicted on the map found at Attachment 1.

While the study areas can be identified through visual observation, the actual extent of the oil spill must be finally determined by environmental sampling and analysis.<sup>4</sup> As of June 1, 2006, Murphy with regulatory agency oversight has collected approximately 8008 samples from 4789 addresses. EPA has taken 834 splits of the total samples. There are an estimated 6000 addresses within the big box area, some 1500-2000 of which have not been sampled. Out of the 4,728 properties sampled in the big box area, analytical results received as of June 2, 2006 indicate that:

- 559 properties exhibit exterior oil contamination above RECAP Standards<sup>5</sup>
- 4,169 properties exhibit exterior oil contamination below RECAP Standards.
- 1,667 properties exhibit interior oil contamination<sup>6</sup>

Murphy Oil, with EPA oversight is testing soils and flood sediments inside and outside structures within the study area for total petroleum hydrocarbons (TPH). The TPHs are broken down into "families" of compounds for analytical and health risk assessment purposes: Gasoline

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<sup>4</sup>Sampling and analysis are essential for several purposes. First, given flooding conditions and actions of winds and currents at the time that the oil spill occurred, not all of the properties within the study areas as defined experienced actual oil contamination. Second, sampling reveals the concentrations of an array of analytes, information crucial to determining actual or potential public health effects. Third, sampling indicates locations within the study area where concentrations of contaminants exceed health-based screening levels, necessitating environmental response action in that location. The fourth purpose of sampling is "fingerprinting" oil. EPA and LDEQ have determined that fingerprinting is relevant to tracing the source of oil back to crude oil from the Murphy Oil USA, Inc. facility.

<sup>5</sup>Approximately 71, or 5% of the samples above RECAP standards reportedly do not match the fingerprint of the crude oil spilled from the Murphy Oil USA Refinery, indicating that the contamination may have originated from another source or combination of sources. As noted above, liability issues are outside the scope of this document.

<sup>6</sup>Approximately 297, or 20% of the interior samples reportedly do not match the fingerprint of the crude oil spilled from the Murphy Oil USA Refinery, indicating that the contamination may have originated from another source or combination of sources.

Range Organics (GRO)<sup>7</sup>, Diesel Range Organics (DRO), Oil Range Organics (ORO), and Polynuclear Aromatic Hydrocarbons (PAHs).<sup>8</sup>

The sampling protocol is designed to be biased toward sampling where there is visible contamination and hence reveal worst-case field conditions. At EPA's request, Murphy splits 10% of the field samples it collects with EPA. The samples are composites of soil/sediment collected from no less than three visibly contaminated areas on the property to reflect the concentrations to which a property occupant would be subjected. If three visibly contaminated areas are not available on a property, the sampling crew selected locations of their best estimate of representative soil. A composite sampling approach was used to determine the spatial average concentration present at each property. The average concentration resulting from composite sampling is most representative of the concentration available for contact by persons at the property and thus is an appropriate concentration for the evaluation of potential health risks.

Initially, samples of sediment (residual sediment/contaminant mixture left by area-wide flooding) deposits were collected from a depth of 0-6 inches below ground surface (bgs). Initially, in early September 2005, the sediments were wet and of substantial volume. However, with time, flood-deposited sediment dried and became a thinner, more compact layer. The sampling protocol was amended to specify a sampling depth of 0-2 inches to preserve the biased sampling approach intended to reveal worst case field conditions. If no sediment was visible, surface soil (0-2 inches) was collected instead. EPA split samples are submitted to contract laboratories for independent analysis. Validated analytical results were provided to ATSDR for use in composing Health Consultations, and were/are posted on the EPA website.

Placement of trailers on residential properties within St. Bernard Parish is of utmost importance to the Parish and FEMA, to facilitate return of residents to the area for rebuilding, economic development, and restoration of normal living conditions. At the request of FEMA and the Parish, EPA is providing assistance to FEMA with placement of trailers in the Murphy-affected area. Trailers may only be placed at properties where three criteria are met: 1) the property owner requests a trailer from FEMA; 2) the exterior soil/sediment sample analytical data is below the LDEQ RECAP standard, and 3) the exterior of the property is clean and free of visible oil.

The LDHH and the ATSDR (the Health Agencies) were consulted on the EPA/LDEQ/FEMA process for placing trailers as temporary housing within the oil spill area, to ascertain whether the overall process is protective of public health. The Health Agencies have expressed concern over the "island effect," where trailers may be placed on properties that have

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<sup>7</sup>Based on the totality of information available concerning the site, Gasoline Range Organics were not selected as a contaminant of concern in connection with this oil spill.

<sup>8</sup>A more thorough discussion of the DRO and ORO families of compounds under RECAP can be found in Section V.A.1., below.

been appropriately cleaned, immediately adjacent to properties which remain contaminated above RECAP standards. The concern specifically is for residents and pets that may enter the adjacent oil-contaminated property and then contaminate themselves with oil or cross-contaminate their own property or trailer. To resolve this concern, ATSDR and LDHH are providing fact sheets to FEMA for distribution to trailer applicants and residents in the affected area. The fact sheets convey steps to protect health and promote safety as residents re-enter the Parish and go about the work of cleanup and rebuilding. The fact sheets contain practical recommendations for area residents, to protect themselves against potential hazards connected with the oil spill, specifically:

- Avoid contact with oil substances in affected homes;
- Sensitive individuals, including children and people with recently healed or open wounds, should avoid exposure to oil substances;
- Restrict children from entering areas containing oil-related waste;
- Restrict pets from entering oil-contaminated areas, to prevent exposure to residents;
- Use oil-resistant gloves (not latex);
- Keep arms and legs covered.
- If you get oil on skin, immediately wash with soap and water.

The fact sheets also make recommendations to protect public health against other area-wide hazards such as sediments, molds, household chemicals, reptiles/animals/insects, and dust. These recommendations encourage residents to think safety and prevent injuries generally:

- Practice safety behaviors;
- Use safety equipment;
- Block hazards from your body (with masks, goggles, long sleeves, overalls, work boots, etc.)
- Exercise good hygiene, limiting exposure by:
  - Washing hands often
  - Keeping hands away from face
  - Not wearing work clothes into living quarters;
  - Not tracking dirt from work area back into living quarters;
  - Bathing at the end of the day;
  - Not washing work clothes with the rest of the laundry
- Establishing a decontamination area between work area and living quarters.

ATSDR and LDHH expect to publish additional fact sheets in the near future. It is noteworthy that the recommendations of the Health Agencies have focused on precautionary practices, not on area-wide evacuation or exclusion of the public from the oil impacted area based upon actual or potential human exposure to crude oil residual.

#### IV. PUBLIC HEALTH DETERMINATIONS

On Nov. 1, 2005, EPA gave ATSDR the results of the split samples and requested an assessment of potential health hazards posed by the contamination. ATSDR reviewed the EPA sampling results and on November 9, 2005 released an initial Health Consultation advising the public of the nature of the hazards at the site. The complete November 9, 2005 Health Consultation can be reviewed at <http://www.bt.cdc.gov/disasters/hurricanes/katrina/murphyoil/>.

On December 9, 2005, ATSDR released a second Health Consultation based on review of sediment/soil sampling that was conducted between September 19 and November 8, 2005 at more than 800 properties. The following discussion of "Health Effects of Exposure to Oil and Oil Constituents" is an excerpt from the December 9, 2005 ATSDR Health Consultation, pp. 7-8:

The most likely pathway for people to be exposed to petroleum contaminated sediments is by direct contact with bare skin. Children may be at increased risk of exposure to contaminated sediments during play activities. In addition, oil contaminants can adhere to the fur of pets, and the contamination can be transferred to people who pet or groom their pets.

Prolonged dermal contact with crude oil and petroleum products can cause skin erythema (reddening), edema, and burning. The skin effects can be exacerbated by subsequent exposure to ultraviolet light from sunlight. This enhanced toxicity is due to the phototoxicity of trace contaminants in the oil, such as the PAHs.

Human epidemiological studies have shown that high-dose, chronic, occupational exposure to mineral oils can cause skin cancer. An increased risk of skin cancer, sinonasal cancer, gastrointestinal cancer, and bladder cancer have been reported in metal workers and other occupations with prolonged contact with Mineral oils. These carcinogenic effects may be related to the PAHs in the mineral oils. As discussed above, short-term or long-term exposures to the reported concentrations of PAHs in sediment samples [from the Murphy Oil spill, discussed at pp. 6-7] are unlikely to cause a significant carcinogenic risk.

ATSDR did not receive any data on indoor air concentrations of volatile organic chemicals (VOCs). If doors and windows of buildings are closed, VOCs that evaporate from residual oil can remain trapped indoors. In the absence of indoor air VOC data, ATSDR is not able to assess whether indoor air concentrations of volatile petroleum constituents, such as benzene, are at levels of health concern.

The December 9, 2005 ATSDR Health Consultation, which can be reviewed in its entirety at [http://www.bt.cdc.gov/disasters/hurricanes/katrina/murphyoil/pdf/murphy\\_oil\\_120905.pdf](http://www.bt.cdc.gov/disasters/hurricanes/katrina/murphyoil/pdf/murphy_oil_120905.pdf), made the following Conclusions and Recommendations:



Conclusions:

1) Concentrations of oil-related chemicals in sediment and soil samples from most properties are below ATSDR comparison values and LDEQ RECAP standards for petroleum products. Short-term or long-term exposures to such sediments do not pose a public health hazard. However, other potential health hazards, such as indoor mold and structural damage, should be evaluated prior to re-occupying those properties.

2) Concentrations of petroleum products in sediment and soil samples from some properties exceed LDEQ RECAP standards. Remediating such properties to the RECAP standards would be protective of public health for re-occupancy.

Recommendations:

1) Avoid bare skin contact with sediment, soil, and indoor surfaces with visible oil contamination.

2) Properties with sediment/soil contamination that exceeds LDEQ RECAP<sup>6</sup> standards for petroleum products should be remediated prior to re-occupancy.

3) Homes with visible indoor oil contamination or noticeable petroleum odors should be tested to determine if indoor air VOCs are at concentrations of health concern prior to re-occupancy.

4) Homes should not be re-occupied until potential health hazards, such as indoor mold and structural damage, have been assessed and remediated, where necessary.

## V. EXPOSURE PATHWAYS

Biodegradation and photodegradation of crude oil are well understood scientifically, and are active, evident natural processes at work in the September 2005 Judge Perez Oil Spill. Because residents are returning to the affected area, it is important to complete sampling and analysis across the affected area as soon as possible. Natural degradation processes will eventually eliminate crude oil residuals, but these natural processes do not occur at a rate sufficiently rapid to guarantee protection of human health in this setting. Sampling determines the concentrations of contaminants present, indicating where active response measures are appropriate. Sampling is necessary to facilitate the placement of temporary FEMA trailers and more generally, inform area residents of steps necessary to return to their homes rapidly and safely.

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<sup>6</sup>The Louisiana Risk Evaluation and Corrective Action Program (RECAP) is further described in Section V, *infra*.

## A. Dermal Exposure

As noted in the December 9, 2005 ATSDR Health Consultation quoted above, dermal exposure to oil presents the most likely pathway for people to be exposed to petroleum contaminated sediments. ATSDR's recommendations to abate the threat are detailed above: avoid bare skin contact with sediment, soil, and indoor surfaces with visible oil contamination and remediate properties with sediment/soil contamination exceeding LDEQ RECAP standards prior to reoccupancy.

### I. Sediment/Soil remediation:

#### a. Performance Standards

The LDEQ has established health risk-based soil/sediment screening levels for Diesel Range Organics (DRO), and Oil Range Organics (ORO) and Polynuclear Aromatic Hydrocarbons (PAH) found within total petroleum hydrocarbons in the Louisiana Department of Environmental Quality's Risk Evaluation and Corrective Action Program (RECAP).<sup>10</sup> RECAP was promulgated as a regulation after extensive notice and comment proceedings by the State of Louisiana. The LDEQ RECAP Management Option 1 (MO-1) standard, use of which typically results in the most conservative action levels of the three RECAP Management Options, has been selected as a protective standard for the evaluation of potential long-term health risks associated with exposure to residual petroleum hydrocarbons in soil/sediment. The soil RECAP standard addresses exposure to petroleum hydrocarbons through dermal contact, incidental ingestion, and the inhalation of volatile emissions to ambient air.

Comparison of analytical results from a given property with the RECAP standards indicates whether there is a human health threat. If the observed concentration is below the RECAP screening level, then acute and chronic health concerns due to a given family of compounds are judged highly unlikely. However, if the sample results exceed the RECAP screening level standards on a given property, additional assessment or response work is required.

Performance standards for this oil spill response are removal of visible oil contamination and the following standards, applicable to residential soil from RECAP MO-1:

Total Petroleum Hydrocarbon - Diesel Range Organics	650 mg/kg
Total Petroleum Hydrocarbon - Oil Range Organics	1800 mg/kg

<sup>10</sup>RECAP specifies that TPH- GRO, DRO, ORO, and PAHs are the constituents of concern (COCs) for a crude oil release. Test methods for TPH compounds are fairly non-specific. RECAP allows for site-specific COC determination on a case-by-case basis. If a property exhibits contaminant levels greater than RECAP standards, additional confirmation sampling using a more specific analytical method may be conducted.



The MO-1 TPH-ORO and TPH-DRO RECAP standards are considered to be highly protective due to the conservative nature of the method used to develop the standards. The Total Petroleum Hydrocarbons Criteria Working Group developed an approach for the quantitative evaluation of TPH within the EPA risk assessment framework. This approach includes the evaluation of individual indicator compounds (e.g., benzene and PAHs) along with the evaluation of TPH fractions. TPH fractions are more narrowly defined mixtures of TPH than the less specific, more broadly defined TPH-DRO and TPH-ORO mixtures. In general, these fractions are defined by chemical structure (e.g., aromatic or aliphatic) and by the number of carbons or size of individual chemicals within the fraction. RECAP uses the TPH Indicator fraction approach and a RECAP standard has been developed for each of these fractions. The TPH-DRO and TPH-ORO mixtures are each comprised of several of these smaller fractions. Therefore, for the identification of the RECAP standards for TPH-DRO and TPH-ORO, the RECAP standards for all of the fractions comprising each mixture are identified and most protective (i.e. lowest concentration) is selected to represent the whole TPH mixture.

For example, the fractions corresponding to TPH-DRO include aliphatics  $C_{>8-10}$ , aliphatics  $C_{>10-12}$ , aliphatics  $C_{>12-16}$ , aliphatics  $C_{>16-35}$ , aromatics  $C_{>4-10}$ , aromatics  $C_{>10-12}$ , aromatics  $C_{>12-16}$ , aromatics  $C_{>16-21}$ , and aromatics  $C_{>21-35}$ . The RECAP Standards for these fractions are 1200 mg/kg, 2300 mg/kg, 3700 mg/kg, 10,000 mg/kg, 650 mg/kg, 1200 mg/kg, 1800 mg/kg, 1500 mg/kg, and 1800 mg/kg, respectively. The lowest of these values is 650 mg/kg; therefore, 650 mg/kg was identified as the RECAP standard for TPH-DRO.

In view of this conservative approach for identifying the RECAP standards for TPH-DRO, and TPH-ORO, the use of the values as action levels and/or cleanup levels is recognized as protective of human health. It is also important to recognize that the RECAP standards for TPH are developed to be protective of children who represent a sensitive subpopulation for soil exposure (i.e., are most susceptible to exposure to contaminated soils). The RECAP standards for TPH are also protective of adults for long term (30 years) exposures to soil. However, based on the natural degradation of TPH in the environment, it is very unlikely that exposure to TPH could occur for such extended periods of time. The protective assumptions/methods used in the development of the TPH RECAP standards result in standards that are considered highly conservative and hence protective of human health when used as action levels and/or cleanup levels.

There are a variety of test methods for TPH. The most commonly used method identifies and quantifies the TPH-DRO and TPH-ORO mixtures and is fairly non-specific. The Indicator/fractionation TPH method generates more specific data and is often used when less specific methods indicate that TPH concentrations may be unacceptable and further evaluation is indicated. If a property exhibits soil TPH levels greater than RECAP MO-1 screening standards, additional sampling using a more specific analytical method may be conducted in lieu of immediately addressing the property via excavation and disposal. RECAP allows additional site specific data to be gathered to more accurately refine the highly conservative assumptions such as those listed above for MO-1. Using site-specific data and consultation with LDEQ, the MO-2

and MO-3 action levels for a particular response action may be set higher (in some cases, at least an order of magnitude higher) than those allowed using MO-1. It is important to recognize that, although site-specific MO-2 or MO-3 RECAP standards are higher than the MO-1 generic screening standards, they are equally protective of human health and the environment. Under MO-1, MO-2, and MO-3, RECAP also allows for the list of the chemicals of concern to be tailored to site-specific conditions based on chemical-specific release information and/or through the use of a tiered screening process.

#### **b. Response Measures**

Measures necessary to remediate visible oil found in sediment and soil above RECAP standards include the following:

- Secure rights of access to property within the oil spill area for site characterization and response.
- Remove visible oil and all soils containing petroleum hydrocarbons above RECAP standards; transport it to and dispose of it at a facility permitted to accept oil-contaminated materials.
- Backfill removal or excavation area with clean soil; clean and restore sidewalks, driveways, and other paved surfaces to condition prior to oil impact.
- Conduct pre-final inspection with EPA and/or LDEQ of each property as response is completed; address remaining stained or contaminated locations.

A process/work flow diagram depicting the response process is found at Attachment 3.

#### **c. Confirmation Method**

Confirmation methods for soil cleanup include visual inspection of the remediated area and confirmation sampling to verify that the performance standards have been attained. Confirmation soil samples will be collected at four discrete locations at each property with structures. One sample will be obtained from the front yard, one from each side yard (where available) and one from the back yard. The samples are analyzed and results reported as discrete samples for each address, in accordance with the RECAP standard for confirmatory samples. EPA and/or START<sup>11</sup> may conduct final inspections of the exterior of homes prior to the receipt of analytical results from confirmatory samples, but will also conduct a final inspection/photodocumentation of an address after analytical results have been received, confirming that the contaminant levels are below RECAP, that the yard has been backfilled, and that any visible oil has been eliminated.

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<sup>11</sup>Superfund Technical Assistance and Response Team, technical assistance contractors employed under a nationwide, multi-year EPA contract to provide, inter alia, technical support and response personnel, particularly for removal actions and emergency response.

**2. Exterior surfaces**

**a. Performance Standard**

Exterior surfaces such as walls, fences, sidewalks, driveways, and other paved surfaces should be cleaned to a visual cleanliness standard.

**b. Response Measures**

Fixed structural surfaces (e.g. exterior walls) are cleaned by powerwashing, collecting, containing and properly disposing of washwater. Some visually contaminated exterior surfaces (such as fence pickets) may constitute oiled debris/personal property and may be handled accordingly.

**c. Confirmation Method**

Visual inspection is the confirmation method for remediation of exterior surfaces. In some cases, staining or other discoloration will remain on an exterior surface after powerwashing has been completed. If visual oil staining persists after two pressure washings, EPA/START will firmly press/rub the stained area with a white paper towel to determine if the visible oil could be transferred to that towel. If the stain cannot be visibly transferred to the towel, the Agencies have agreed that the stain would not present a significant risk of exposure from dermal contact.

**3. Interior surfaces**

Spilled oil reached the interior of some structures within the study area, although interior oiling is generally observed to be light and occasional when compared with exterior contamination. St. Bernard Parish requires that structures within the hurricane-flooded area that have adequate structural integrity to be rebuilt must be gutted prior to rebuilding and reoccupancy. The Parish has established Aug. 29, 2006 as the deadline for gutting structures within the Parish. "Gutting" is defined as the removal of all interior contents, including personal items (clothing, furniture, toys, etc.) as well as sheet rock, insulation, floor covering, cabinetry, etc. so that bare 2x4 studs and concrete or sub-floors remain. In most instances, almost all interior oiled material is removed in the gutting process.

Although there are no RECAP standards for interior surfaces or sediments deposited inside homes, the RECAP MO-1 soil standards were used for the purpose of evaluating potential acute health risks associated with the handling of oiled sediments and/or other debris during gutting procedures. The Health Agencies reviewed the RECAP standards and determined that the standards were appropriately protective of human health for this use.

**a. Performance Standard**

After a structure within the oil spill area has been gutted, visible oil must be removed from interior surfaces such as walls, subfloors, etc. Interior surfaces must be cleaned to a visual cleanliness standard. As noted above, while there are no numerical RECAP or other screening levels for cleanup of crude oil from the interior of residential structures, the requirement to remove visible oil provides an adequate level of protectiveness.

**b. Response Measures**

The structure is inspected for visible interior surface staining, including floor surfaces, interior walls, HVAC systems, interior surfaces of exterior walls, etc. The structure is gutted after inspection but prior to any interior cleaning. Safety hazards such as electrical power de-energization should be addressed prior to commencement of cleaning. Interior surfaces should be cleaned with a high pressure/high temperature potable water spray with a detergent included and used in accordance with instructions, or otherwise thoroughly washed. Cleaned surfaces should be allowed to dry. The dry surfaces are reinspected to determine if the visual cleanliness standard has been achieved. Surface cleaning may be repeated until these criteria are met.

**c. Confirmation Method**

Visual inspection is the confirmation method for remediation of interior surfaces. In some cases, staining or other discoloration will remain on an interior surface after powerwashing or other cleanup has been completed. In those instances, the wipe test for visual oil described in Section V.2.c. above is used to make a final determination whether cleanup is adequate to eliminate dermal exposure as a significant exposure route.

**4. Oiled Debris and Personal Property**

Oiled debris, including vegetation, gutted house contents, etc. is to be removed and collected for off-site disposal or properly cleaned. Vehicles and vessels are being collected under a State of Louisiana commercial contract for removal and disposal.

**a. Performance Standard**

All visible oil should be removed from oil-contaminated personal property that is not shipped to an appropriate facility for off-site disposal.

**b. Response Measures**

Oil should be removed using best practices for the article being cleaned; if oil cannot be removed, the article should be taken off-site for disposal.

**c. Confirmation Method**

Confirmation of cleanup can be achieved by visual inspection.

## **B. Inhalation Exposure**

### **1. Ambient Air**

Crude oil spills result in localized air pollution, particularly from the volatile components. Crude oil from the Meraux refinery contained significant concentrations of volatile (or light end) compounds. The local population was largely evacuated from the area at the time of the spill, resulting in minimal exposure of the general population to volatile compounds in ambient air. Residents of St. Bernard Parish were not permitted to return to their homes for extended periods of time (if at all) during the free oil cleanup phase due to extensive flood devastation and bans imposed by local law enforcement.

Light ends may constitute an acute health hazard to exposed individuals inhaling or ingesting these compounds, depending upon the concentrations and the length of time that the person is exposed. However, in an outside environment, exposure at concentrations of concern is unlikely. Light ends from crude oil volatilize quickly (majority within eight hours) into the atmosphere after an uncontrolled environmental release.<sup>12</sup> Weather conditions in effect at the time of the spill, such as high temperatures and windy conditions, accelerate the rate of volatilization. Soil sampling in the study area indicated an absence of Gasoline Range Organics and indicator compounds analyzed using SW-846 method 8260 (volatiles)<sup>13</sup>, confirming that volatilization resulted in near complete removal of the light ends to the atmosphere. Accordingly, ambient air contaminants from the September 2005 Judge Perez crude oil spill do not pose a continuing significant pathway for human exposure.

### **2. Indoor Air**

Analysis of potential indoor air contamination generally follows a phased approach to determine whether the exposure pathway is complete (i.e., subsurface vapors intrude into indoor

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<sup>12</sup>American Petroleum Institute, Fate and Environmental Effects of Oil Spills in Freshwater Environments, API Publication 4675 (Dec. 1999).

<sup>13</sup>The EPA publication SW-846, entitled "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," is the EPA Office of Solid Waste's official compendium of analytical and sampling methods that have been evaluated and approved for use in complying with the requirements of the Resource Conservation and Recovery Act (RCRA). SW-846 functions primarily as a guidance document setting forth acceptable, although not required, methods for the regulated and regulatory communities to use in responding to RCRA-related sampling and analysis requirements. The URL for method 8260 can be reviewed at: <http://www.epa.gov/epaoswer/hazwaste/test/pdfs/8260b.pdf>

air spaces); and if so, whether the vapors are present at levels that may pose an unacceptable exposure risk.<sup>14</sup> Although indoor air monitoring can be initiated at any time, EPA guidance first advises examining the potential exposure pathway to determine whether it is complete. Characterization of environmental media (e.g., soil, ground water, etc.) is undertaken to determine whether there is a source of contamination with the potential to migrate to indoor air. If the contamination in the surface and/or subsurface is either not detected, or detected and removed, then the exposure pathway is incomplete and there is no need to undertake further investigation of indoor air contamination. If subsurface contaminant sources are identified, then soil gas sampling and analyses may be initiated, to determine whether a subsurface source is releasing contaminants into the soils. If results of the soil gas analysis are negative, then the exposure pathway is incomplete and there is no need to pursue further investigation of indoor air contamination. If results of the soil gas analysis are positive, additional investigation to characterize the nature and extent of the source contamination (e.g., depth of penetration, migration under structural features, etc.) may be warranted. If deemed necessary after soil gas analysis and additional investigation, an indoor air monitoring program meeting site Data Quality Objectives may be initiated.

Within the area of the Murphy Oil spill, oil reached the interior of some structures within the study area, although interior oiling was observed as relatively light and occasional when compared with exterior oil contamination. Light end components of the crude oil are likely to have volatilized. The crude oil volatilization inside flood damaged structures is expected to be similar to that observed outside of structures, since widespread damage to doors, windows, roofs and walls has allowed free interconnection between interior and ambient air since the storm. Required gutting of the structures substantially reduces the remaining quantity of interior oil. Structures not gutted (or demolished if necessary) and rebuilt are not to be re-inhabited according to local government determinations. Interior cleaning is effective at reducing or eliminating oil in quantities which may serve as a continuing source for indoor air pollution. Biodegradation of oil is an active natural force inside of structures as well. All of the above factors combine to reduce the potential for indoor air pollution from residual crude oil.

**a. Performance Standards**

The standard of visual cleanliness of oil on indoor surfaces will be applied. When visible oil is removed from interior surfaces, it ceases to function as a continuing potential source of releases to indoor air.

**b. Response Measures**

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<sup>14</sup>See, e.g., OSWER Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils (Subsurface Vapor Intrusion Guidance, EPA Office of Solid Waste and Emergency Response, Nov. 2002). "III. Summary of Draft Guidance," p.6ff. See also, Guidance for the Data Quality Objectives (DQO) Process, EPA QA/G-4 (EPA/600/R-96/055; Aug. 2000), re: using a careful, sequential approach to evaluating contaminated sites.



Response measures for indoor air exposure are the same as those for cleanup of indoor surfaces discussed at V.3.b. above.

**c. Confirmation Methods**

Visual inspection is the confirmation method for remediation of interior surfaces. In some cases, staining or other discoloration will remain on an interior surface after powerwashing or other cleanup has been completed. The wipe test described in Section V.2.c. above will be employed to confirm that oil subject to migration from structural components has been removed.

Once the interior of the structure is cleaned, the property owner must allow the structure to dry, and is expected to rebuild in accordance with standard national home building codes, using wall coverings such as sheetrock or paneling, and floor coverings such as tile, carpet, or other flooring. While no oil residual is expected to remain after the gutting and cleaning process, the exposure pathway for dermal exposure between any oil residuals and building occupants will be physically precluded by placement of new building materials in the structure.

In the unlikely event that oil residue remains inside a structure after the gutting, cleaning, and reconstruction process is completed, e.g., in the enclosed spaces between the exterior brick veneer and weatherboard of a home, residuals are not expected to present a continuing inhalation risk. No significant risk is expected due to the minute quantities of any oil residue, the evaporation into ambient air through broken windows, roofs, walls, etc. in the months following the storm, the natural degradation processes of oil, and the construction of the houses with weep holes in the first tier of bricks above the slab, which permits some ventilation and/or drainage of the void space. Field observation of structures where the brick veneer and/or weatherboard was partially destroyed or displaced by flooding has revealed no visual oil staining in the void space to date. This potential route of human exposure is deemed insignificant.

**3. Soil Vapor Intrusion**

Soils and sediments and some porous building materials (bricks, concrete, etc.) may take up spilled oil, and did so in this event. These hydrocarbon materials can subsequently release their light ends to indoor atmospheres resulting in vapor intrusion. Adverse health effects are possible from vapor intrusions dependent upon the specific chemical makeup of the vapors, the indoor concentrations which are inhaled, and the duration of the inhalation event(s). As noted above, in the present case, the volatile (light end) components of the spilled crude were essentially gone in the first few days after the spill event. These volatiles are essential for soil vapor intrusion to be a significant factor in risk to human health.

Information available to the Agencies indicates that the penetration of spilled crude oil into soil, sediment, and other porous materials has been very shallow. This appears to be related

to the fact that area soils, sediments, and structures were underwater for several days due to storm surge, flooding and rainfall associated with the hurricane. The Judge Perez Oil spill occurred on or about September 3, 2005, when the flood water was receding. Water had saturated soil and building material and there was a low affinity for the spilled oil in otherwise porous materials. Absorption of oil by porous environmental media and structural components (e.g., brick, concrete, etc.) was observed to be minimal, surficial, and readily amenable to removal by pressure washing or shallow excavation.

Water-saturated soil tends to volumetrically swell when wet, closing interstitial spaces and further inhibiting oil uptake. This phenomenon suggests that penetration of significant quantities of spilled oil deep into soil or beneath building slabs or other similar structures is unlikely. The native soils in the area are classified as firm loams and clays with a high affinity for organic materials. The organic affinity further decreases constituent of concern mobility in the soils. Local soils have low permeability and porosity, and typical fluid movement velocities through these native soils are only about one foot per year. (For comparison, in more porous, permeable soil types, fluids such as hydrocarbon or water are expected to move 100 or more feet in a year.)

Inspections in the Murphy Oil spill area conducted by EPA and its contractors in October 2005, while there was still visible, "wet" oil in surface soil and vegetation, indicated that oil had not migrated below the grass roots and that migration into native soil (not storm sediment) was less than one inch. A June, 2006 inspection of nine properties, excavated to a maximum depth of six inches, revealed no visible oil in the excavated area or on the exposed foundations. Finally, recent sampling results exceeded RECAP standards at thirteen properties which were recently inspected prior to response. At three properties, visible oil was noted in random areas. A small portion of soil was excavated in each of the noted oil locations and the depth of oil migration was less than one inch at each location. All properties were inspected for subsurface oil contamination by digging down to a depth of 6-12 inches in four random locations at each property. None of these inspections revealed any evidence of visible oil in the subsurface. Applying the first step in the tiered analysis outlined above in Section V.B.2 to data gathered in field inspections, the potential for oil in soils sufficient to complete a soil vapor intrusion exposure pathway is deemed unlikely.

A small subset of the structures in the study area are raised pier-and-beam foundations (as opposed to slab foundation construction). These structures have a "crawl space" beneath the floor where sediment, soil, and oil transported by the flood could have potentially migrated. The crawl space area under these structures will be sampled from each side of the home where the foundation was not enclosed by a continuous external wall. Samples are to be composited. Pier and beam homes at addresses which exhibited elevated RECAP results from yard samples will be assessed first, as most likely candidates for significant crawl space contamination. Because of the confined/enclosed nature of crawl spaces, they do not present an open pathway for human exposure. Most crawl spaces have vents in the foundation walls to facilitate air exchange of the crawl space with the atmosphere and hence promote desirable dry conditions under the floor.



Concentrations of light ends from September 2005 crude oil contaminated crawl spaces is expected to be low for many of the reasons cited above in the Soil/Sediment sections, but will be evaluated on a case by case basis.

Because of the above factors, intrusion of soil vapors from the crude oil spill into building interiors presents an unlikely potential exposure pathway and (except for the small number of structures with crawl spaces) is not being further evaluated.

#### **4. Groundwater Vapor Intrusion**

LDEQ has requested the sampling of groundwater within the spill zone. However, as discussed above, the penetration of significant quantities of spilled oil deep into soil and /or groundwater is unlikely. Therefore, the intrusion of groundwater vapors into building interiors presents an unlikely potential exposure pathway.

#### **C. Ingestion Pathway**

Residents are cautioned to employ good hygiene practices recommended by the Health Agencies for themselves, their children, and pets, in order to avoid unintentional or incidental ingestion of contaminated soil.

##### **1. Soil Ingestion**

###### **a. Performance Standards**

Cleanup of residential soil to RECAP MOI standards is expected to eliminate potential health risks from ingestion, inhalation and dermal contact with oil-contaminated soil and sediments.

###### **b. Response Measures**

Response Measures are the same as those stated for dermal contact with soil, Section V.A.1.b., supra.

###### **c. Confirmation Methods**

Confirmation Methods are the same as those stated for dermal contact with soil, above.

##### **2. Groundwater Ingestion**

Under RECAP, groundwater is classified based on yield, quality, and use. In the vicinity of the Murphy facility, the uppermost groundwater zone is classified as a groundwater 3 zone indicating that the zone yields a low volume of groundwater that is of poor quality and not

suitable as a drinking water source or for other beneficial use.

## VI. SITE CLOSURE

The most effective way to eliminate actual or potential threats to human health or the environment from the Judge Perez Oil Spill is for Murphy Oil USA, Inc., with EPA and LDEQ oversight, to complete area-wide cleanup of the oil as soon as possible to the standards set forth above. Comprehensive, area-wide cleanup could most thoroughly and expeditiously be completed if there were a legal mechanism to secure area-wide access to all properties requiring sampling or response, not just property-by-property access agreements. After extensive inter-agency consultation, the Agencies conclude that the RECAP MO-1 standards as used in this oil spill response are conservative and result in a cleanup which is protective of public health. Other potential exposure pathways discussed above are not considered sufficiently significant to necessitate additional response work. The Agencies are prepared to investigate individual properties presenting potentially anomalous circumstances.

EPA and LDEQ would expect to conduct pre-final inspections, identify any remaining action items, and conduct a final inspection to verify that all necessary actions have been completed.

**ATTACHMENTS**

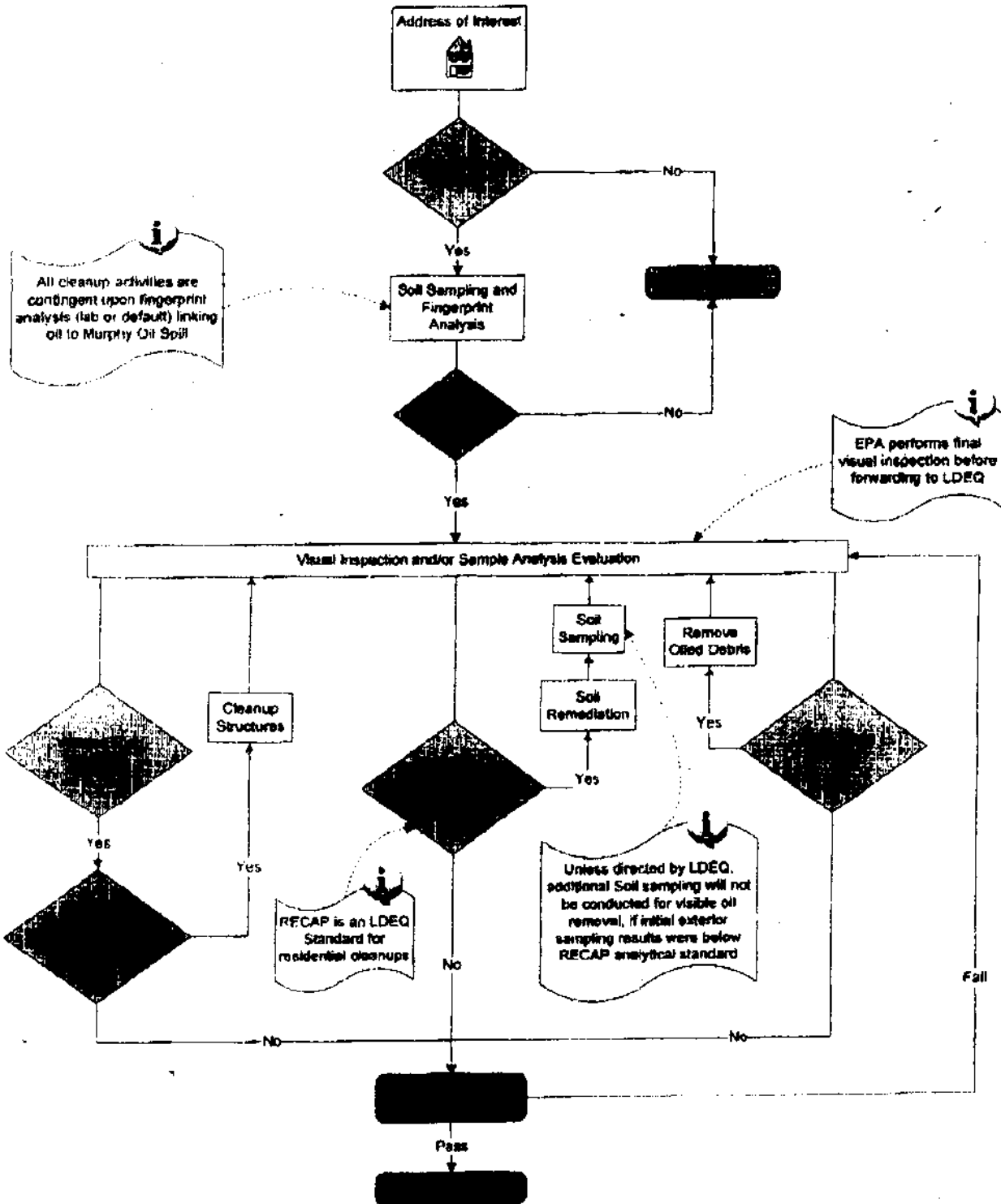
1. **Judge Perez Oil Spill Study Areas.**
2. **Workflow Diagram for Active Response Measures.**



Mapkey Oil Spill  
St. Bernard Parish  
Affected Area  
Mapkey Oil Spill  
Mapkey Oil Spill

Mapkey Oil Spill  
Mapkey Oil Spill  
Mapkey Oil Spill

# EPA EXTERIOR INSPECTION CRITERIA



**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

Patrick Joseph Turner, et al.  
Versus  
Murphy Oil USA, Inc.  
No. 05-4206

**PROOF OF CLAIM**

**2005 MURPHY INCIDENT FORM**

Note: A SEPARATE CLAIM FORM MUST BE COMPLETED FOR EACH INDIVIDUAL CLAIM

Physical Address of the property affected by the Murphy incident:

Municipal No.	Street, Road, Route, etc.	Apartment, Lot, Suite

City	State	Zip Code

This claim form is for:

Residential Properties	<input type="checkbox"/>
Commercial Property	<input type="checkbox"/>

Have you opted out of this lawsuit?  
(Circle one)

YES	NO
-----	----

Have you settled with Murphy Oil USA?  
(Circle one)

YES	NO
-----	----

EXHIBIT 3

**INDIVIDUAL INFORMATION**

1. Claimant Name:

First	Middle	Last	Suffix

2. Other Name Used:

First	Middle	Last	Suffix

3. Claimant Social Security No

		-							
--	--	---	--	--	--	--	--	--	--

5. Driver's License No.  
(Attach a copy)

--	--	--	--	--	--	--	--	--	--

State:

6. Date of Birth:

		/			/						
--	--	---	--	--	---	--	--	--	--	--	--

7. Current Mailing Address

Municipal No.	Street, Road, Route, etc.	Apartment, Lot, Suite	

City	State	Zip Code

8.

Home Telephone No.:


Work Telephone No.:

Mobile Telephone No.:

Email Address:

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9. Is this form being completed on someone else's behalf?

(Circle one)

YES	NO
-----	----

10. If "Yes", what is your relationship to the claimant?

[Redacted]

Representative's Name:

[Redacted]	[Redacted]	[Redacted]	[Redacted]
First	Middle	Last	Suffix

Current Mailing Address:

[Redacted]	[Redacted]	[Redacted]
Municipal No.	Street, Road, Route, etc.	Apartment, Lot, Suite

[Redacted]	[Redacted]	[Redacted]
City	State	Zip Code

Home Telephone No.:

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
		-		-			

Work Telephone No.:

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
		-		-			

Mobile Telephone No.:

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
		-		-			

Email Address:

[Redacted]

11. Are you completing this Proof of Claim for a **deceased person**?  
(Circle one)

YES	NO
-----	----

If "Yes", indicate **your** capacity for Representation:

Heir	Executor	Executrix	Other	(Circle one)
------	----------	-----------	-------	--------------

Please provide the date of death of deceased:

[Redacted]	/	[Redacted]	/	[Redacted]
------------	---	------------	---	------------

(Attach death certificate)

Has a succession been opened for the deceased?

YES	NO
-----	----

(Circle One)

If "Yes", please identify the caption of the lawsuit with the Civil Action Number and the Parish/County where it was filed.

[Redacted]



12. Have you signed a contract or other agreement with an attorney for this claim?

Yes  No   
(Circle one)

(a) If "Yes", please state the name of your attorney

\_\_\_\_\_

13. Did you own land, buildings, rent or live in a house at this address inside the Court's designated zone?  
(Circle one)

YES  NO

14. If "Yes", please fill out **Schedule A** for each and every property you lived in, owned or rented in the zone.

15. If you rented at this address, please provide the name and last known address of the owner of the property:

First	Middle	Last	Suffix
Or Name of Corporation		Current telephone number	
Municipal No.	Street, Road, Route, etc. Apartment, Lot, Suite		
City	State	Zip Code	

16. Are you aware of any liens, encumbrances, second mortgages or home equity lines of credit on your property?  
(Circle one)

YES  NO

Mortgage Holder (Other Lien Holder): \_\_\_\_\_

Amount: \$ \_\_\_\_\_

17. If "Yes", please identify the entity that has filed the lien or encumbrance on your property.

First	Middle	Last	Suffix

Or name of Corporation
------------------------

Municipal No.	Street, Road, Route, etc.	Apartment, Lot, Suite
---------------	---------------------------	-----------------------

City	State	Zip Code
------	-------	----------

Home Telephone No.:		-	-	
Work Telephone No.:		-	-	
Mobile Telephone No.:		-	-	

## 2005 MURPHY INCIDENT INFORMATION FORM

### Schedule A - CLAIM FOR REAL PROPERTY DAMAGE

1. Do you own this property?

(Circle one)

Yes

No

(If you rented, go to question number 4).

Please attach a copy of your Act of Sale, mortgage, or other documents which show ownership.

Mortgage Holder (Other Lien Holder):

Amount: \$ \_\_\_\_\_

Has ownership changed since the incident:

Yes

No

(Circle one)

Purchaser:

2. Please provide the estimated square footage living area of the structure: \_\_\_\_\_ square feet.

3. Date moved to this address:

/	/			
---	---	--	--	--

4. If there is more than one owner of the property listed above (i.e. a spouse or other family member), please list all owners of the property at September 3, 2005:

First	Middle	Last	Suffix



6. List all other occupants of the dwelling on September 3, 2005 who will file their own claim:

First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	

7. Are you aware of any liens, encumbrances, second mortgages or home equity lines of credit on your property?  
 (Circle one)  YES  NO

Mortgage Holder (Other Lien Holder):

Amount: \$ \_\_\_\_\_

8. If "Yes", please identify the entity that has filed the lien or encumbrance on your property.

First	Middle	Last	Suffix
Or Name of Corporation			
Municipal No.	Street, Road, Route, etc.		Apartment, Lot, Suite
City	State	Zip Code	

Home Telephone No.:  -

Work Telephone No.:  -

Mobile Telephone No.:  -

IF YOU NEED MORE THAN ONE SCHEDULE, PLEASE ADDITIONAL COPIES.

### 2005 MURPHY INCIDENT INFORMATION FORM

#### Schedule B - COMMERCIAL/RENTAL PROPERTY CLAIM

1. Name of Business on September 3, 2005:

[Redacted]

Telephone Number:

[Redacted]

Has ownership changed since the storm:

(Circle one)

YES

NO

Purchaser:

[Redacted]

2. Federal Tax Number.

[Redacted]

(If you do not have a Federal I.D. number, list your social security number)

3. (a) Describe the nature of your business:

[Redacted]

(b) How long have you operated your business at this location:

[Redacted]

(c) Gross sales or rent for the year to date through August 2005: \$ \_\_\_\_\_

(d) What were your gross sales for the year ended  
12/31/04 \_\_\_\_\_ 12/31/03 \_\_\_\_\_ 12/31/02 \_\_\_\_\_ ?

4. Is your business a: (Circle One)

Sole Proprietorship	Partnership	Corporation	Other
---------------------	-------------	-------------	-------

5. If, at the time of the incident, there is more than one owner of the business listed above, please list all owners of the business:

First	Middle	Last	Suffix
First	Middle	Last	Suffix
First	Middle	Last	Suffix
First	Middle	Last	Suffix
First	Middle	Last	Suffix
First	Middle	Last	Suffix
First	Middle	Last	Suffix

6. Please identify the owner or representative from this business whom we can contact on this claim.

Owner or Representative's Name:

First	Middle	Last	Suffix

City	State	Zip Code

Work Telephone No.:


Mobile Telephone No.:


7. Are you aware of any liens, encumbrances, second mortgages or home equity lines of credit on your property?

(Circle one)

YES	NO
-----	----

Mortgage Holder (Other Lien Holder):

--

Amount: \$ \_\_\_\_\_

8. If "Yes", please identify the entity that has filed the lien or encumbrance on your property

First	Middle	Last	Suffix
Or name of Corporation			
Municipal No.	Street, Road, Route, etc.		Apartment, Lot, Suite
City	State	Zip Code	

Home Telephone No.:

		-							
		-							
		-							

Work Telephone No.:

Mobile Telephone No.:



A F F I D A V I T

STATE OF LOUISIANA  
PARISH OF SAINT BERNARD

BEFORE ME, the undersigned authority, personally came and appeared:

<Claimant submitting PROOF OF CLAIM>

who, after being duly sworn and advised under penalty of perjury, did depose and say:

That he/she is a person of the full age of majority; that the above and foregoing PROOF OF CLAIM has been completed by him/her voluntarily, and that he/she has completed the foregoing PROOF OF CLAIM as his/her own free act and deed, and that he/she represents that all information provided is accurate and true to the best of his/her knowledge in the presence of the witnesses whose names appear below.

SWORN TO AND SUBSCRIBED

\_\_\_\_\_

Claimant

BEFORE ME THIS \_\_\_ DAY

OF \_\_\_\_\_, 200\_\_.

\_\_\_\_\_

Date

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_

\_\_\_\_\_

Witness

Notarial Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

FILED  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF LA  
2006 OCT 13 PM 2:46  
LORETTA G. WHYTE  
CLERK

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**PATRICK JOSEPH TURNER, ET AL.** \* **CIVIL ACTION**  
**Plaintiffs** \* **NO. 05-4206**  
\*  
**VERSUS** \* **SECTION "L", MAGISTRATE 2**  
\*  
**MURPHY OIL USA, INC.** \* **Judge Eldon E. Fallon**  
**Defendant** \* **Magistrate Joseph C. Wilkinson, Jr.**

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**EX PARTE MOTION TO SUBSTITUTE REVISED SETTLEMENT AGREEMENT EXHIBIT**

---


**NOW INTO COURT**, through undersigned counsel, comes defendant, Murphy Oil U.S.A., Inc. ("Murphy"), requesting that this Court substitute the attached Exhibit 3 in place of the recently signed Settlement Agreement's attached Exhibit 3. The parties made minor revisions to the exhibit, and the Plaintiffs' Steering Committee and Murphy agreed that the exhibit, as attached hereto, should be substituted for the exhibit originally filed.

**WHEREFORE**, Murphy prays for an order substituting the attached Exhibit 3 in place of the exhibit originally attached to and filed with the Settlement Agreement.

Respectfully submitted,

**LIAISON COUNSEL**

**FRILOT PARTRIDGE, L.C.**



**KERRY J. MILLER (#24562)**  
**PAUL C. THIBODEAUX (#29446)**  
1100 Poydras Street, 3600 Energy Centre  
New Orleans, LA 70163-3600  
Telephone: 504-599-8000  
Facsimile: 504-599-8100

Fee 350.  
Process \_\_\_\_\_  
 Dktd \_\_\_\_\_  
 CtRmDep \_\_\_\_\_  
Doc. No \_\_\_\_\_

**AND**

GEORGE A. FRILOT (#5747)  
A. J. KROUSE (14426)  
1100 Poydras Street, 3600 Energy Centre  
New Orleans, LA 70163-3600  
Telephone: 504-599-8000  
Facsimile: 504-599-8100

**Attorneys for Defendant,  
Murphy Oil USA, Inc.**

**CERTIFICATE OF SERVICE**

I hereby certify that I have forwarded a copy of the above pleading to all counsel of record by e-mail and by placing a copy in the United States mail, postage prepaid and properly addressed on this 13<sup>th</sup> day of October, 2006.

  
\_\_\_\_\_

**Filing your  
PROOF OF CLAIM  
for the  
2005 Murphy Incident**

**In order to obtain benefits under this Agreement, each Class Member must timely complete a Proof of Claim form that is included with the mailing of this Notice. All Proof of Claim forms must be received by the Claims Center or postmarked by January 31, 2007. Those Class Members who do not timely file a proof of claim are not entitled to participate in any settlement affecting the Class Plaintiffs and will lose their rights.**

You may file your PROOF OF CLAIM with the Claims Center in one of two ways:

1. **In Person** by visiting the Claims Center located in Chalmette at 2626 Charles Drive, Chalmette, Louisiana, 70043, or
2. **Via First Class Mail** to: Claims Center, c/o 2005 Murphy Incident, 2626 Charles Drive, Suite 206, Chalmette, Louisiana 70043.
3. Questions with regard to completing your PROOF OF CLAIM or other inquiries you may have concerning the 2005 Murphy Incident should telephone the Plaintiffs' Steering Committee ("PSC") at 504-279-0816 or you may telephone the Claims Center at 504-304-6613, 504-304-6611 or toll free at-1-888-367-5416. Calls will be handled in the order received during regular operating hours from 9:00 a.m. through 5:00 p.m., Monday through Friday. For assistance in completing the form or legal advice, please contact your attorney or any one of the court approved PSC attorneys who will be present at the Claims Center to answer your questions.



**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

Patrick Joseph Turner, et al.  
Versus  
Murphy Oil USA, Inc.  
No. 05-4206

**PROOF OF CLAIM**

**2005 MURPHY INCIDENT FORM**

Note: A SEPARATE CLAIM FORM MUST BE COMPLETED FOR EACH INDIVIDUAL CLAIM

Physical Address of the property affected by the Murphy incident:

[Redacted address line]

Municipal No. Street, Road, Route, etc. Apartment, Lot, Suite

[Redacted address line]

City

State

Zip Code

This claim form is for:

Residential Properties  
Commercial Property

[Redacted box]

**Have you opted out of this lawsuit?**  
(Circle one)

YES  NO

**Have you settled with Murphy Oil USA?**  
(Circle one)

YES  NO



9. If "Yes", what is your relationship to the claimant?

[Redacted]

Representative's Name:

[Redacted]	[Redacted]	[Redacted]	[Redacted]
First	Middle	Last	Suffix

Current Mailing Address:

[Redacted]	[Redacted]	[Redacted]
Municipal No.	Street, Road, Route, etc.	Apartment, Lot, Suite
[Redacted]	[Redacted]	[Redacted]
City	State	Zip Code

Home Telephone No.:

[Redacted]

Work Telephone No.:

[Redacted]

Mobile Telephone No.:

[Redacted]

Email Address:

[Redacted]

10. Are you completing this Proof of Claim for a **deceased person**?  
(Circle one)

YES  NO

If "Yes", indicate **your** capacity for Representation:  
(Circle one)

Heir  Executor  Executrix  Other

Please provide the date of death of deceased:

[Redacted]

(Attach death certificate)

Has a succession been opened for the deceased?

YES  NO

(Circle One)

If "Yes", please identify the caption of the lawsuit with the Civil Action Number and the Parish/County where it was filed.

[Redacted]

11. Have you signed a contract or other agreement with an attorney for this claim?

Yes	No
-----	----

(Circle one)

(a) If "Yes", please state the name of your attorney

\_\_\_\_\_

12. Did you own land or buildings at this address inside the Court's designated zone?

(Circle one) 

YES	NO
-----	----

13. If "Yes", please fill out **Schedule A** for each and every property you lived in, owned or rented in the zone.

If "No", please complete questions 14, 15 and 16, You do not need to complete Schedule A or Schedule B.

14. If you rented at this address, please provide the name and last known address of the owner of the property:

First	Middle	Last	Suffix
Or Name of Corporation		Current telephone number	
Municipal No.	Street, Road, Route, etc. Apartment, Lot, Suite		
City	State	Zip Code	

15. List all minor occupants (persons under age 18) of the dwelling on September 3, 2005 and their relationship to you:

First	Middle	Last	Suffix
Relationship	Age	Social Security Number	



First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	

16. List all other occupants of the dwelling on September 3, 2005 who will file their own claim:

First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	

## 2005 MURPHY INCIDENT INFORMATION FORM

### **Schedule A - CLAIM FOR REAL PROPERTY DAMAGE**

1. Do you own this property?

(Circle one)

Yes  No

Please provide the estimated square footage living area of the structure: \_\_\_\_\_ square feet.

Please attach a copy of your Act of Sale, mortgage, or other documents which show ownership.

Mortgage Holder (Other Lien Holder): \_\_\_\_\_

Amount: \$ \_\_\_\_\_ (Buy Out Only)

Has ownership changed since September 3, 2005:

(Circle one)

Yes  No

Purchaser: \_\_\_\_\_

2. Date moved to this address: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

3. If there is more than one owner of the property listed above (i.e. a spouse or other family member), please list all owners of the property at September 3, 2005:

First	Middle	Last	Suffix
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. List all minor occupants (persons under age 18) of the dwelling on September 3, 2005 and their relationship to you:

First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	

5. List all other occupants of the dwelling on September 3, 2005 who will file their own claim:

First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	
First	Middle	Last	Suffix
Relationship	Age	Social Security Number	

6. Are you aware of any liens, encumbrances, second mortgages or home equity lines of credit on your property?  
 (Circle one)

(Buy Out Only)  YES  NO

Mortgage Holder (Other Lien Holder):

Amount: \$  (Buy Out Only)

7. If "Yes", please identify the entity that has filed the lien or encumbrance on your property.

First	Middle	Last	Suffix
Or Name of Corporation			
Municipal No.	Street, Road, Route, etc. Apartment, Lot, Suite		
City	State	Zip Code	
Home Telephone No.:	<input type="text"/>		
Work Telephone No.:	<input type="text"/>		
Mobile Telephone No.:	<input type="text"/>		

## 2005 MURPHY INCIDENT INFORMATION FORM

### Schedule B - COMMERCIAL/RENTAL PROPERTY CLAIM

1. Name of Business on September 3, 2005:

Telephone Number:

Has ownership changed since the storm:

(Circle one)

YES

NO

Purchaser:

2. Federal Tax Number.

(If you do not have a Federal I.D. number, list your social security number)

3. (a) Describe the nature of your business:

(b) How long have you operated your business at this location:

4. Is your business a: (Circle One)

Sole  
Proprietorship

Partnership

Corporation

Other







A F F I D A V I T

STATE OF \_\_\_\_\_

COUNTY/PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared:

<----->

who, after being duly sworn and advised under penalty of perjury, did depose and say:

That he/she is a person of the full age of majority; that the above and foregoing PROOF OF CLAIM has been completed by him/her voluntarily, and that he/she has completed the foregoing PROOF OF CLAIM as his/her own free act and deed, and that he/she represents that all information provided is accurate and true to the best of his/her knowledge in the presence of the witnesses whose names appear below.

SWORN TO AND SUBSCRIBED \_\_\_\_\_

Claimant

BEFORE ME THIS \_\_\_ DAY

OF \_\_\_\_\_, 200\_\_.

NOTARY PUBLIC

Name: \_\_\_\_\_

Witness \_\_\_\_\_

Notarial Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name \_\_\_\_\_

State: \_\_\_\_\_

Address \_\_\_\_\_

County/Parish: \_\_\_\_\_