

**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>	*	

**LEGAL NOTICE OF CLASS-WIDE SETTLEMENT**

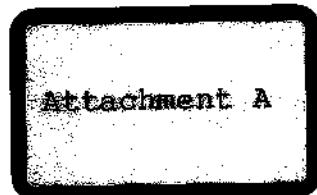
**TO: ALL PEOPLE RESIDING OR OWNING PROPERTY NEAR THE MURPHY OIL USA REFINERY AND WITHIN THE CERTIFIED CLASS AREA. PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.**

The following notice, approved by the Court, is hereby given to all persons and/or entities who may have sustained injuries, loss, or damage as a result of the spill of crude oil from a storage tank located at the Murphy Oil USA, Inc. Refinery in Meraux, Louisiana, shortly following Hurricane Katrina:

**I. Case Description.**

Shortly following Hurricane Katrina, Murphy Oil USA, Inc. ("Murphy") notified the federal government that approximately 25, 110 barrels of crude oil escaped from a 250,000-barrel above-ground storage tank [Tank 250-2] on Murphy's property in St. Bernard Parish, Louisiana. Some of this oil traveled into the neighborhoods surrounding the refinery.

A number of class action suits were filed against Murphy after the event. In its Order and reasons certifying a class, rendered on January 30, 2006, the Court defined the class membership and geographic area 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.

[A map setting forth the boundaries of the class is attached as Exhibit 1. A colored version of the map may be viewed at [www.laed.uscourts.gov](http://www.laed.uscourts.gov), and go to the Murphy Oil link.]

## II. The Proposed Settlement.

Murphy and the class have reached a Settlement Agreement (“Agreement”), which was preliminarily approved by the Court on October 10, 2006. The class definition given above would be further refined under the Agreement, which permits certain individuals to rejoin the Class, as follows:

Upon approval of the 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. Additionally, persons who settled with Murphy and who resided, leased or own property or businesses in the “Buyout Zone” as defined in Section II of the Agreement, or who participate in the Buyout Program, will be able to opt-in to this Class and receive benefits provided herein

The “Buyout Zone” is described in subparagraph (A) of this Section. The procedure for opting back in to the Class is described in Section III., below.

Although a summary of the Settlement’s principal terms is provided in this notice, you

should examine the Settlement Agreement itself. Nothing in this notice alters the terms of the Settlement Agreement. The Settlement Agreement and related documents, all of which have been filed into the record of this matter, are accessible on the Court's website found at www.la~~ed~~ed.uscourts.gov, through the Murphy Oil link.

Under the Settlement Agreement, the Parties have agreed to, and the Court has preliminarily approved, a "RECOVERY PROGRAM" as set forth below.

- **The total value of this settlement is currently estimated at \$330,126,000.00. This figure 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:**

- A. **Buyout Program.** \$55,000,000.00 for the acquisition (inclusive of transaction costs) and remediation of properties purchased by Murphy in the Buyout Zone. The Buyout Zone is depicted in the attached map Exhibit 1, and also is defined as follows:

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).

Murphy will make a good faith effort to purchase all residential and business properties located in the Buyout Zone. Murphy will make offers to purchase properties in the Buyout Zone until June

30, 2007.

After June 30, 2007, Murphy will make offers and acquire properties beyond the area described above but in the Class Area, until the \$55,000,000 is exhausted purchasing and remediating purchased properties.

- B. **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.
1. 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.
  2. 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 on August 29, 2005, 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," defined in subparagraph D below,  
pursuant Court approval of the Settlement Agreement.

Everyone who owns property or resided in the class area on August 29, 2005 will be compensated based upon a formula or evaluation. The formula or evaluation may be based upon the following non-exclusive factors:

1. The zone (either 1, 2, 3 or 4) in which your property was located and/or which you resided (as per the attached map, see Exhibit 1).
  2. The total square footage of the residential or commercial property;
  3. The number of persons that resided at the property;
  4. Commercial losses will be fairly evaluated.
- C. **Remediation Program.** \$51,862,000.00 in past remediation has been paid and an estimated (but not limited to) \$20,000,000.00 will be paid under the Recovery Program in future remediation expenses beyond the Buyout Zone but in the Class Area. The Remediation Plan shall be the Closure Plan issued by the Environmental Protection Agency (EPA) and the Louisiana Department of Environmental Quality (LDEQ). Only the Class Area will have the benefits of the Remediation Program, which will be overseen by regulatory authorities and subject to Court review.
- D. **Past Compensation Program.** The Parties acknowledge that \$83,264,000.00 in past compensation payments exclusive of remediation that benefitted the community of St. Bernard have been made by Murphy and certain other Compromising Defendants under a prior voluntary settlement program conducted

by Murphy.

- E. **Non-reversion.** All future payments under the Buyout and Compensation Programs will be spent for the benefit of Class Members.

**III. Opportunity to Opt Back In to the Class.**

**Every Class Member will receive settlement benefits under the Agreement.**

**Conversely, if you remain opted out of the Class, you cannot receive any of the payments or benefits under the settlement.**

Accordingly, if you previously opted out of the Class but now wish to rejoin and become a member of the Class you will be allowed to do so, provided you communicate this decision in writing by signing the attached form entitled "Decision to Rejoin Class," Exhibit 2.

**This is the only form which will be recognized for the purpose of rejoining, or opting back into, the plaintiff Class in this matter.** The form must be signed by you, or by an attorney acting on your behalf, and it must be e-mailed, faxed, or sent by regular mail, to both Sidney Torres, Liaison Counsel for Plaintiffs, and Kerry Miller, Liaison Counsel for Murphy. Their contact information is as follows:

Sidney D. Torres, III  
Liaison Counsel for Plaintiffs  
8301 W. Judge Perez Drive  
Suite 303  
Chalmette, LA 70043  
Fax: 985/661-8914  
E-Mail: storres@torres-law.com

Kerry Miller  
Liaison Counsel for Murphy Oil  
1100 Poydras Street  
Suite 3600  
New Orleans, LA 70163  
Fax: 504/599-8145  
E-Mail: [kmiller@frilotpartridge.com](mailto:kmiller@frilotpartridge.com)

**If you choose to rejoin, or opt back into, the plaintiff Class, you must communicate your decision to do so no later than Friday, December 8, 2006.** In other words, the attached form, signed by you, or your attorney, must be received by this deadline of **December 8, 2006.**

Otherwise your decision to rejoin or opt back into the plaintiff Class will not be recognized in this case. **You are strongly encouraged not to delay in your decision or wait until the December 9, 2006 deadline nears. The sooner you opt back in to the Class, the sooner your claim may be processed for payment under the Class Settlement Program.**

**IV. Proof of Claim Process.**

**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 submitted 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.**

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 be directed to the Claims Center at 504-304-6613 or you may telephone the PSC at 504-279-0823. 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. Additionally, you may contact any one of the PSC members:

Mickey P. Landry  
Hugh P. Lambert  
Scott R. Bickford  
Joseph M. Bruno  
N. Madro Bandaries  
William E. Bradley  
Ronnie G. Penton  
Robert Becnel  
Walter John Leger, Jr.

Donni Elizabeth Young  
Darleen M. Jacobs  
E. Carroll Rogers  
Salvador E. Gutierrez  
Michael Hingle  
Walter C. Dumas  
Anthony D. Irpino  
Gerald E. Meunier

**COURT APPOINTED PLAINTIFFS' EXECUTIVE COMMITTEE:**

Sidney D. Torres, III  
Richard J. Arsenault  
Daniel E. Becnel, Jr.  
Val P. Exnicios  
Michael G. Stag

**V. Fairness Hearing and Registering Objections to the Settlement.**

On October 10, 2006, the Court entered an Order granting preliminary approval to the Settlement, based on the Court's preliminary finding that the Settlement appears to have been the result of arms length bargaining, without collusion between or among the settling parties, and that it is fair, reasonable, and adequate, and is within the range of judicial approval. Before the settlement described in the Settlement Agreement will become effective, however, the Settlement Agreement and the settlement set forth in the Settlement Agreement must be finally approved by the Court, subject to certain other conditions, as a fair, reasonable and adequate compromise of the aggregate claims of the Class as a whole against Murphy.

**The Court will (i) determine whether the Court should grant final approval to the Settlement Agreement, and the settlement embodied therein, between the Class of Plaintiffs and Murphy as fair, reasonable, and adequate; (ii) determine the fairness of this Settlement and the allocation formula to be used in determining payments to be made to the Settling**



**Class Members; (iii) determine whether the Court should grant Class Plaintiffs' Petition for attorney fees to be paid by Murphy *in addition to* the sums to be paid directly to the Settling Class Members; (iv) determine and approve the amounts for court and administrative costs, and related expenses, to be paid by Murphy *in addition to* the sums to be paid directly to the Settling Class Members; and, (iv) consider all other matters deemed appropriate by the Court.**

**IN ORDER TO ASSIST THE COURT IN MAKING THESE DECISIONS, THE COURT WILL HOLD A FAIRNESS HEARING ON THE 4<sup>th</sup> DAY OF January, 200~~6~~<sup>7</sup>, BEGINNING AT 9 o'clock A.M., AT THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA, 4<sup>th</sup> FLOOR COURTROOM OF JUDGE ELDON E. FALLON, SECTION "L", LOCATED AT 500 POYDRAS STREET, NEW ORLEANS, LOUISIANA, 70130.**

**IF APPROVED BY THE COURT, AND UPON THE EFFECTIVE DATE OF THE SETTLEMENT, THE SETTLEMENT WILL FOREVER RELEASE MURPHY AND OTHER COMPROMISING DEFENDANTS FROM THE CLAIMS BROUGHT IN THE CLASS ACTION. UNDER THE SETTLEMENT AGREEMENT, THE SETTLING CLASS MEMBERS WILL BE PREVENTED FROM SUING, MAKING CLAIMS AGAINST, OR RECOVERING DAMAGES FROM MURPHY IN CONNECTION WITH THE OIL SPILL WHICH OCCURRED SHORTLY AFTER HURRICANE KATRINA.**

**YOU HAVE THE RIGHT TO APPEAR BEFORE THE COURT TO OBJECT TO THE SETTLEMENT. IF YOU WISH TO DO SO, YOU MUST SUBMIT YOUR WRITTEN OBJECTION WITH THE COURT, IN THE MANNER DESCRIBED**

**BELOW, NO LATER THAN THE 20 DAYS PRIOR TO THE FAIRNESS HEARING. IF YOU FAIL TO FILE A WRITTEN OBJECTION TO THE COURT BY THAT DATE YOU WILL BE DEEMED TO HAVE WAIVED ANY AND ALL OBJECTIONS TO THE SETTLEMENT.**

Any Class Member who intends to object to the fairness, reasonableness and adequacy of this Settlement 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.

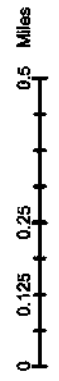
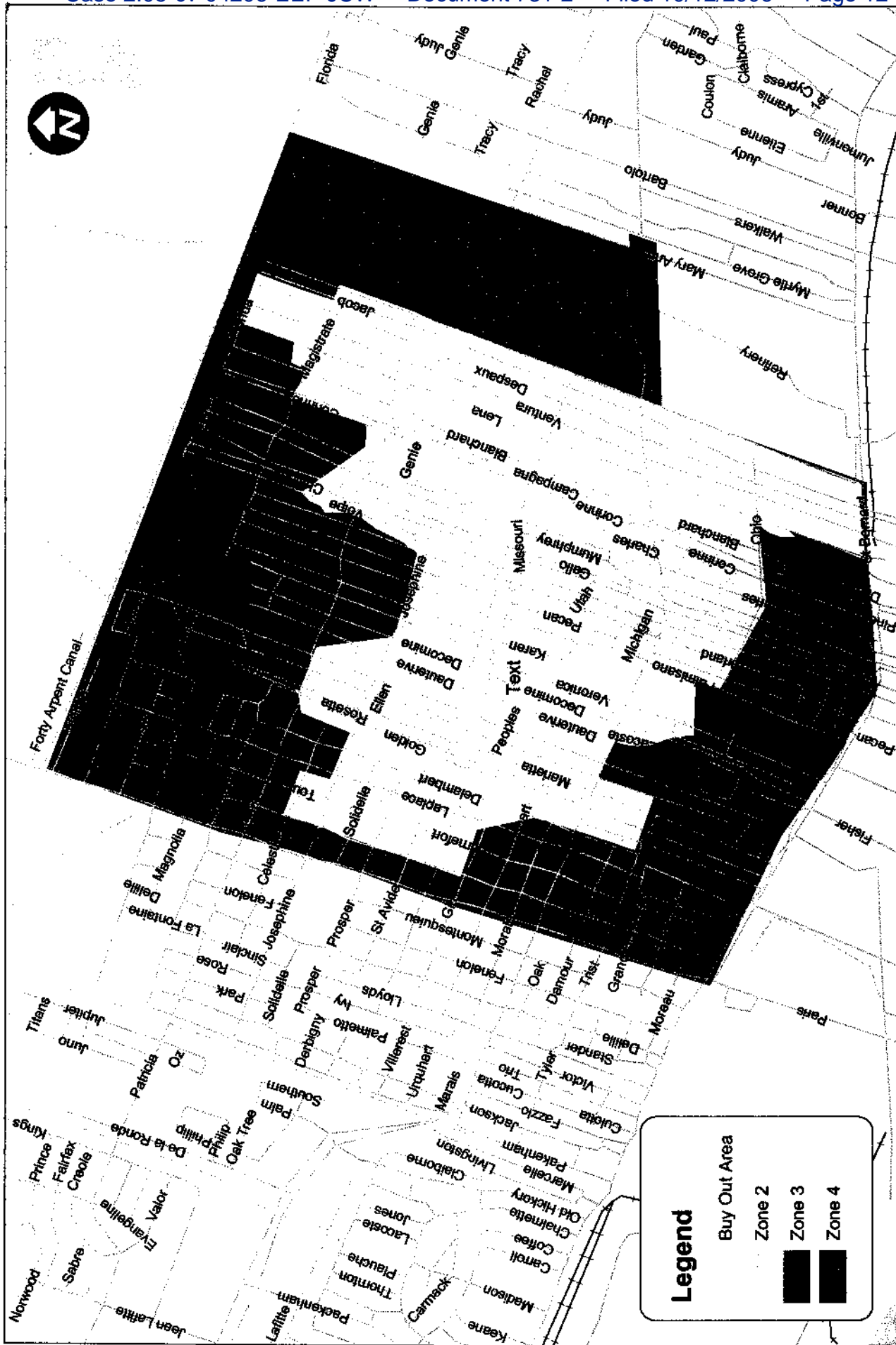
Objecting Class Members must state in writing all objections and the reasons therefor, and a statement whether the Objector intends to appear at the Fairness Hearing either with or without separate counsel. No Member of the Class shall be entitled to be heard at the Fairness Hearing (whether individually 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

<sup>i.e. no later than December 15, 2006,</sup>  
the Fairness Hearing, as specified in the Preliminary Approval Order. 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.

The above notice is approved for publication this 10th day of October, 2006.



ELDON E. FALLON  
UNITED STATES DISTRICT COURT JUDGE



2006/10/9

**CHALMETTE, LA ST BERNARD PARISH  
DRAFT WORK PRODUCT**

**Legend**

Buy Out Area

- Zone 2
- Zone 3
- Zone 4

**CTEH**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

PATRICK JOSEPH TURNER, ET AL

CIVIL ACTION  
NO. 05-4206

VERSUS

CONSOLIDATED CASES

MURPHY OIL USA, INC.

SECTION "L" (2)

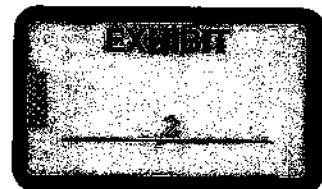
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**DECISION TO REJOIN CLASS**

I (we), the undersigned claimant(s), or attorney appearing on behalf of a claimant in connection with the case against Murphy Oil USA, Inc. ("Murphy") arising out of the late August/early September oil spill at Murphy refinery in Meraux, Louisiana, hereby declare the intention and decision to rejoin the plaintiff class which has been certified by the Court in *Turner v. Murphy Oil USA, Inc.*, C.A. No. 05-4206 (c/w others), U.S. District Court, E.D. La.

I (we) confirm that, by doing so, any previous action by me or on my behalf to opt out of the plaintiff class, is hereby revoked.

The following individuals were minor residents of my/the claimant's household at the time of the oil spill and/or I am the legal representative of the individuals listed herein and I am authorized to act on their behalf, and by this action I hereby declare the intention and decision to



revoke any prior opt-out on their behalf and to have them also rejoin the plaintiff class in this matter:

<u>Name</u>	<u>Date of Birth</u>	<u>Date of Death</u>	<u>Address at time of spill</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

\_\_\_\_\_  
SIGNATURE  
Printed Name: \_\_\_\_\_  
Current Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Today's Date: \_\_\_\_\_