

BRENT COON & ASSOCIATES  
LAW FIRM, P.C.

Principal Office:

May 6, 2010

Beaumont, Texas  
215 Orleans  
409-835-2666  
Founder  
Brent Coon

Judge Lee H. Rosenthal  
United States Courthouse  
515 Rusk Street, Room 11535  
Houston, Texas 77002

San Francisco, California  
415.489.7420

Re: United States of America v. BP Products North America  
Fifth Circuit Court of Appeals No. 08-20125  
District Court No. 4:07-cr-434

Baton Rouge, Louisiana  
225.751.7277

Boston, Massachusetts  
617.973.9777

Dear Judge Rosenthal:

Jackson, Mississippi  
601.957.6177

St. Louis, Missouri  
314.822.0732

Cleveland, Ohio  
216.241.1872

You hopefully recall that my firm represented a large number of the victims of the BP Texas City refinery explosion of March 2005. We also served as lead counsel in the litigation and our extensive investigation led to findings of a criminal nature. This information was turned over to the Dept of Justice. Subsequently, we worked with a team from the DOJ to provide full assistance and cooperation to this investigation.

Philadelphia, Pennsylvania  
215.564.9245

Nashville, Tennessee  
615.340.0078

Unfortunately, the DOJ subsequently entered into a Plea Agreement with BP without consultation with the victims, in direct contravention to the Crime Victims Act. A number of my clients and those represented by other firms took issue with this backroom deal and of the conditions involved, which resulted in a relatively minor fine of \$50,000,000 and three years probation. No criminal charges were levied against anyone in BP management. This was much less than the fines for the environmental spill in Alaska and the price fixing scandal. My clients felt that it was wrong to let them off for so much less in the case where there was so much proven knowledge of wrongdoing and so many lives were lost or ruined. Human lives should be more important.

Dallas, Texas  
214.890.0460

Houston, Texas  
(Greenway Bldg.) 713.840.0380  
(Pillot Bldg.) 713.225.1682

Nonetheless, this Court accepted the Plea Agreement over our objections and our expressed concerns that it would not deter future misconduct. (Plea Agreement attached as Exhibit "A").

Since then, BP has been cited for numerous other knowing violations in their refineries and is now involved in the largest environmental catastrophe we have ever seen. Three more workers have died since the BP Texas City explosion.... at the very same refinery! Under this courts order, BP was required to comply with the terms of the OSHA settlement agreement entered into in Sept 2005 between BP and OSHA. Under the terms of that agreement BP was to pay fines exceeding \$20,000,000 for 300 KNOWING and WILLFUL violations of OSHA safety regulations. They were also to repair the Texas City facility to a safe operating standard by September 2009.

BP failed to comply with the agreement and OSHA assessed them \$87,000,000 in additional fines last fall. (OSHA report attached as Exhibit "B"). This Court accepted a plea that required BP to comply with the 2006 OSHA settlement. Since they failed, for that reason alone, the court should REVOKE the plea and set aside the probation. The finding of numerous ongoing violations of OSHA operational standards, are further reason to REVOKE the probation.

The disaster in the Gulf of Mexico is yet another reason to REVOKE their probation.

Families whose lives were torn apart five years ago now grieve for yet another round of families who have lost loved ones due to BP's continued pattern of mistakes, mistakes that regularly coat the lives of innocent people.

We ask this Court to please reconsider these issues in the interest of justice.

Sincerely,



Brent W. Coon  
Counsel on behalf of victims of the  
2005 Texas City Refinery explosion

BWC/sdr  
Enclosures

CC: Mr. Mark C. Holscher  
Kirkland & Ellis, LLP  
777 South Figueroa Street  
Los Angeles, CA 90017

Mr. Kevin A. Gaynor  
Vinson & Elkins  
1455 Pennsylvania Avenue NW  
Washington, DC 20004-1008

Mr. Stephen Mark McIntyre  
Mr. Abe Martinez  
Mr. Daniel Dooher  
Office of U.S. Attorney  
919 Milam  
Suite 1500  
Houston, TX 77002

Mr. George O. Wilkinson, Jr.  
Vinson & Elkins  
First City Tower  
1001 Fannin Street  
Suite 2500  
Houston, TX 77002-6760

Mr. James A. Nolan, Jr.  
BP America Inc.  
4101 Winfield Road  
Mail Code 4 West  
Warrenville, IL 60555

Mr. David Perry  
Perry & Haas  
P O Box 1500  
Corpus Christi TX 78403-1500

Mr. Edward Mallett  
Mallett Guiberson Saper LLP  
JP Morgan Chase Tower  
600 Travis Street  
Suite 1900  
Houston, TX 77002

Eva Rowe, via electronic mail

David Senko, via electronic mail

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

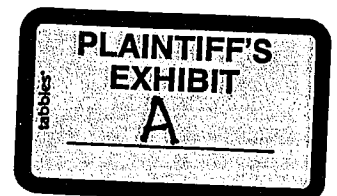
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|--------------------------------|---|--------------------------|
| UNITED STATES OF AMERICA,      | ) |                          |
|                                | ) |                          |
| v.                             | ) | Criminal No. 4:07-cr-434 |
|                                | ) |                          |
| BP PRODUCTS NORTH AMERICA INC. | ) | Honorable Gray Miller    |
|                                | ) |                          |
| Defendant.                     | ) |                          |

PLEA AGREEMENT

The United States of America, by and through Donald J. DeGabrielle, United States Attorney for the Southern District of Texas, Abe Martinez and Mark McIntyre, Assistant United States Attorneys, Ronald J. Tenpas, Acting Assistant Attorney General, and Daniel W. Doohar and David B. Joyce, Trial Attorneys, Environmental Crimes Section (“the Government”), and the Defendant, BP Products North America Inc. (“BP Products” or “the Defendant”), and the Defendant’s counsel, pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, state that they have entered into a Plea Agreement (“Agreement”), the terms and conditions of which are as follows:

TERMS OF THE AGREEMENT

1. The Defendant agrees to give up the right to be indicted by a grand jury and agrees to plead guilty to Count One of the Criminal Information (hereinafter “Information”) in this case and to persist with that plea.
  - a. The Defendant agrees that this Agreement will be executed by an authorized representative. The Defendant further agrees that a Resolution duly adopted by the Board of



Directors of BP Products, in the form attached to this Agreement as Exhibit 1, or in substantially similar form, authorizes the signature on this Agreement by BP Products' representative.

b. The Defendant further agrees to pay the United States a fine in the amount of fifty million dollars (\$50,000,000) within three (3) days of sentencing. The Defendant agrees to pay immediately upon sentencing a special assessment fee of four hundred dollars (\$400).

c. The Defendant agrees to serve a term of probation of three (3) years. The Defendant understands and agrees that during the term of probation, the Defendant will be required to comply fully with the Settlement Agreement executed between the Defendant and the United States Occupational Health and Safety Administration ("OSHA"). The Settlement Agreement is attached hereto as Exhibit 2. The Defendant understands and agrees that during the term of probation, the Defendant also will be required to comply fully with the Agreed Order executed between the Defendant and the Texas Commission on Environmental Quality ("TCEQ"). The Agreed Order is attached hereto as Exhibit 3. In the event the Defendant is unable to complete its obligation under the TCEQ order within the three year term of probation, the Defendant shall inform the United States sixty (60) days before the end of the three year term of probation and the Defendant and the United States shall jointly move the Court for extension of the term of probation for a period mutually agreed upon and shall ask the Court to set compliance with and completion of the TCEQ order as the only terms of the extended probation period.

2. Count One of the Information charges Defendant BP Products with one knowing violation of Section 112(r)(7) of the Clean Air Act, in violation of Title 42, United States Code, Section 7413(c)(1); 40 C.F.R. Part 60, Sections 73(b), 87(b)(2).

3. The Defendant agrees to provide cooperation to the Government in its ongoing investigation of possible criminal violations related to the explosion that occurred at the blowdown

stack at the Texas City refinery. Specific conditions of that cooperation include the following:

- a. The Defendant will take all reasonable steps to make its employees available to the United States to participate in judicial proceedings, and the Defendant will make all reasonable efforts to ensure that its officers and employees cooperate with the investigation and truthfully disclose all information about their activities and those of others relating to the subject matter. The Defendant will advise its employees that: (a) they are encouraged to cooperate; cooperation can include providing information to the Government, being interviewed by Government agents or attorneys, and testifying in official proceedings; (b) the Defendant will grant liberal leave if necessary to facilitate their cooperation with the Government; and (c) no employees will be fired, demoted, reassigned or otherwise suffer a reduction in pay or other benefits because of their cooperation with the United States with respect to the alleged criminal violations under investigation. No waiver of attorney-client or attorney work-product privileges is intended by this paragraph.
- b. The Defendant will make all documents, records and other technical information available to Government investigators which have been subpoenaed to date in this matter that relate to the explosion on March 23, 2005, regarding emissions from the F-20 blowdown stack and emissions from components leading to the F-20 blowdown stack. The Government agrees that it is not seeking documents prepared by or with counsel pursuant to BP Products' internal investigation concerning the criminal investigation for the explosion that occurred on March 23, 2005, at the BP Products Texas City refinery. No waiver of attorney-client or attorney work-product privileges is intended by this paragraph.
- c. During the period of probation, at all reasonable times and with reasonable prior notice by the Government as practicable, the Defendant shall provide to Government agents full access to BP Products Texas City refinery employees to the extent such access does not violate their constitutional rights against self incrimination or preclude their right to counsel, including access to, production and authentication of all records described in subparagraphs a. and b. herein.

4. The Defendant agrees to provide the United States Attorney's Office for the Southern District of Texas and the United States Probation Office with immediate notice of any name change, business reorganization, sale or purchase of assets, divestiture of assets or similar action affecting the Defendant's performance of this Agreement. The Defendant shall not through a

change of name, business reorganization, sale of purchase of assets, divestiture of assets, or similar action, seek to avoid the obligations and conditions set forth in this Agreement.

5. Other than the offenses to which the Defendant agrees to plead guilty pursuant to this Agreement, the United States agrees not to charge the Defendant, or any other affiliated or related corporate entity, with any additional offenses known to the Government at the time of this Agreement that are based upon evidence in the Government's possession at this time and that arose out of the conduct giving rise to the criminal investigation of the March 23, 2005, explosion that occurred at the BP Products Texas City refinery. The Defendant understands that this provision does not bar prosecution by any other federal, state, or local jurisdiction. The Defendant also understands that this Agreement does not provide or promise any waiver of any civil or administrative actions, sanctions, or penalties that may apply, including but not limited to: fines, penalties, suspension, debarment, listing, licensing, injunctive relief or remedial action to comply with any applicable regulatory requirement.

#### MAXIMUM PENALTY

6. The maximum penalty for a violation of Title 42, United States Code, Section 7413(c)(1) includes a period of probation of five years, the greater of a fine of \$500,000 or up to twice the gross gain or loss resulting from the offense, and a \$400 mandatory Special Assessment per count of conviction. Title 18, United States Code, Sections 3551(c), 3561, 3571(d), and 3013(a)(2)(B).

#### WAIVERS

7. The Defendant is aware that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Knowing that, the Defendant waives the right to appeal the plea, conviction and sentence (or the manner in which it was determined) on the grounds set forth in Title 18, United States Code, Section 3742. This Agreement does not affect the rights or

obligations of the United States as set forth in Title 18, United States Code, Section 3742(b).

8. The Defendant is also aware that the United States Constitution and the laws of the United States include the right to contest or collaterally attack its conviction or sentence after its conviction has become final. Knowing that, the Defendant knowingly waives the right to contest or collaterally attack the Defendant's plea, conviction and sentence by means of any post-conviction proceeding.

9. The Defendant waives all defenses based on venue, speedy trial under the Constitution and Speedy Trial Act, and the statute of limitations, in the event that:

- a. The Defendant's conviction is later vacated for any reason;
- b. The Defendant violates any provision of this Agreement; or
- c. The Defendant's plea is later withdrawn.

Further the Defendant waives any and all constitutional and non-jurisdictional defects.

#### RIGHTS AT TRIAL

10. The Defendant represents to the Court that the Defendant is satisfied that the Defendant's attorney has rendered effective assistance. The Defendant understands that by entering into this Agreement, the Defendant surrenders certain rights as provided in this Agreement. The Defendant understands that the rights of the Defendant include the following:

- a. If the Defendant persisted in a plea of not guilty to the charges, the Defendant would have the right to a speedy jury trial with the assistance of counsel. The trial may be conducted by a judge sitting without a jury if the Defendant, the United States and the court all agreed.
- b. At a trial, the United States would be required to present its witnesses and other evidence against the Defendant. The Defendant would be able to confront those

witnesses and its attorney would be able to cross-examine them. In turn, the Defendant could, but would not be required to, present witnesses and other evidence on its own behalf. If the witnesses for the Defendant would not appear voluntarily, it could require their attendance through the subpoena power of the Court.

11. The Defendant understands that nothing in this Agreement will restrict access by the United States Probation Office or the Court to information and records in the possession of the United States or any of its investigative law enforcement agencies, including State and local law enforcement agencies, as well as information, documents and records obtained from the Defendant.

#### FACTUAL BASIS

12. The Defendant will plead guilty because the Defendant is in fact guilty of the charged offense. The Defendant admits the facts set forth in the Statement of Facts, attached hereto as Exhibit 4, and agrees that those facts establish guilt of the offense charged beyond a reasonable doubt. The Statement of Facts, which is hereby incorporated into this Agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(a) of the Sentencing Guidelines.

#### BREACH OF THE PLEA AGREEMENT

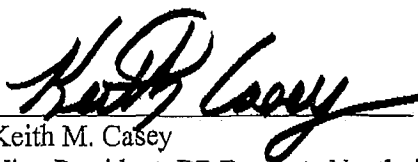
13. The Defendant understands and agrees that if it fails specifically to perform or to fulfill completely each and every one of its obligations under this Agreement, or commits any federal (including those laws and regulations for which primary enforcement has been delegated to state authorities) environmental or process safety crimes relating to its Texas City refinery operations (excluding Class C misdemeanors and infractions, as defined by 18 U.S.C. § 3559), it will have breached this Agreement. In the event of such a breach, (a) the United States will be free from its obligations under this Agreement; (b) the Defendant will not have the right to withdraw the guilty

plea; (c) the Defendant shall be subject fully to criminal prosecution for any other crimes which it has committed or might commit, if any, including perjury and obstruction of justice; and (d) the United States will be free to use against the Defendant, directly or indirectly, in any criminal or civil proceeding, all statements made by the Defendant's employees, except to the extent that any employee's individual rights might prohibit such use, and any of the information or materials provided by the Defendant, including such statements, information and materials provided pursuant to this Agreement or during the course of any debriefings conducted in anticipation of, or after entry of this Agreement, including the Defendant's statements made during proceedings before the Court pursuant to Federal Rule of Criminal Procedure 11. The determination of whether a violation fits within the category of criminal violations referenced above shall be within the discretion of the Government, and in making this determination, the Government will provide the Defendant an opportunity to present its position to the United States Department of Justice, Environmental Crimes Section, and/or the United States Attorney's Office. The Defendant understands and agrees that the Government shall only be required to prove a breach of this Agreement by a preponderance of the evidence. The Government's position on whether a subsequent violation is an appropriate basis for a probation violation does not bind the United States Probation Office or the Court. Nothing herein shall prohibit the United States from proceeding administratively, civilly, or criminally against the Defendant in any separate proceeding for any alleged environmental violation.

CONCLUSION

14. This written Agreement constitutes the complete Agreement between the United States, the Defendant, and the Defendant's counsel. No promises or representations have been made by the Government except as set forth in writing in this Agreement. The Defendant acknowledges that no threats have been made against the Defendant and that the Defendant is pleading guilty freely and voluntarily because the Defendant is guilty. Any modification of this Agreement shall be valid only as set forth in writing in a supplemental or revised Agreement signed by all parties.

Executed on this the 24<sup>th</sup> day of October, 2007.



Keith M. Casey  
Vice-President, BP Products North America Inc.  
Business Unit Leader, Texas City Refinery  
Corporate Representative for  
Defendant BP Products North  
America Inc.

SUBSCRIBED AND SWORN TO BEFORE ME on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

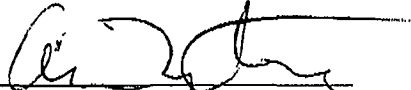
MICHAEL N. MILBY, Clerk

By: \_\_\_\_\_  
Deputy Clerk

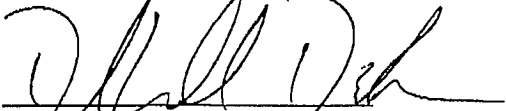
DONALD J. DeGABRIELLE, Jr.  
United States Attorney  
Southern District of Texas

RONALD J. TENPAS  
Acting Assistant Attorney General  
Environment and Natural Resources  
Division  
United States Department of Justice


By:

  
Abe Martinez  
Assistant United States Attorney  
Southern District of Texas


By:

  
Daniel W. Dooher  
Senior Trial Attorney  
Environmental Crimes Section

By:

  
Mark McIntyre  
Assistant United States Attorney  
Southern District of Texas

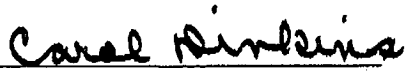
By:

  
David B. Joyce  
Trial Attorney  
Environmental Crimes Section

I, Carol Dinkins, Esq., have explained to the Defendant BP Products North America Inc. its rights with respect to the pending Information. To my knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

Date:

October 24, 2007

  
Carol Dinkins, Esq.  
Attorney for BP Products North  
America Inc.



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## News Release

U.S. Department of Labor

09-1311-NAT

Oct. 30, 2009

Contact: Diana Petterson Elizabeth Todd

Phone: 202-693-1898 972-850-4710

### US Department of Labors OSHA issues record-breaking fines to BP

WASHINGTON - The U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) today announced it is issuing \$87,430,000 in proposed penalties to BP Products North America Inc. for the company's failure to correct potential hazards faced by employees. The fine is the largest in OSHA's history. The prior largest total penalty, \$21 million, was issued in 2005, also against BP.

Safety violations at BP's Texas City, Texas, refinery resulted in a massive explosion — with 15 deaths and 170 people injured — in March of 2005. BP entered into a settlement agreement with OSHA in September of that year, under which the company agreed to corrective actions to eliminate potential hazards similar to those that caused the 2005 tragedy. Today's announcement comes at the conclusion of a six-month inspection by OSHA, designed to evaluate the extent to which BP has complied with its obligations under the 2005 agreement and OSHA standards.

"When BP signed the OSHA settlement from the March 2005 explosion, it agreed to take comprehensive action to protect employees. Instead of living up to that commitment, BP has allowed hundreds of potential hazards to continue unabated," said Secretary of Labor Hilda L. Solis. "Fifteen people lost their lives as a result of the 2005 tragedy, and 170 others were injured. An \$87 million fine won't restore those lives, but we can't let this happen again. Workplace safety is more than a slogan. It's the law. The U.S. Department of Labor will not tolerate the preventable exposure of workers to hazardous conditions."

For noncompliance with the terms of the settlement agreement, the BP Texas City Refinery has been issued 270 "notifications of failure to abate" with fines totaling \$56.7 million. Each notification represents a penalty of \$7,000 times 30 days, the period that the conditions have remained unabated. OSHA also identified 439 new willful violations for failures to follow industry-accepted controls on the pressure relief safety systems and other process safety management violations with penalties totaling \$30.7 million.

"BP was given four years to correct the safety issues identified pursuant to the settlement agreement, yet OSHA has found hundreds of violations of the agreement and hundreds of new violations. BP still has a great deal of work to do to assure the safety and health of the employees who work at this refinery," said acting Assistant Secretary of Labor for OSHA Jordan Barab.

The BP Texas City Refinery is the third largest refinery in the United States with a refining capacity of 475,000 barrels of crude per day. It is located on a 1,200-acre facility in Texas City, southeast of Houston in Galveston County.

A willful violation exists where an employer has knowledge of a violation and demonstrates either an intentional disregard for the requirements of the Occupational Safety and Health (OSH) Act of 1970, or shows plain indifference to employee safety and health. A penalty of up to \$70,000 may be assessed for each willful violation.

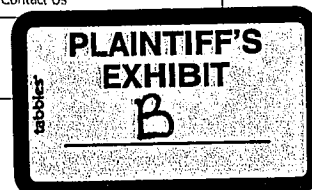
A notification of failure to abate can be issued if an employer fails to correct a cited condition and the citation is a final order of the Occupational Safety and Health Review Commission. A penalty of up to \$7,000 may be assessed for each day that the violation remains uncorrected.

Under the OSH Act, OSHA's role is to promote safe and healthful working conditions for America's working men and women by setting and enforcing standards, and providing training, outreach and education. For more information, visit <http://www.osha.gov>.

###

U.S. Department of Labor releases are accessible on the Internet at <http://www.dol.gov>. The information in this news release will be made available in alternate format (large print, Braille, audiotape or disc) from the COAST office upon request. Please specify which news release when placing your request at 202-693-7828 or TTY 202-693-7755. The Labor Department is committed to providing America's employers and employees with easy access to understandable information on how to comply with its laws and regulations. For more information, please visit <http://www.dol.gov/compliance>.

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DEPARTMENT OF LABOR

Occupational Safety & Health Administration

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## Fact Sheet on BP 2009 Monitoring Inspection

The U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) has proposed \$87,430,000 in proposed penalties against BP Products North America, Inc. for 709 alleged failures to comply with the 2005 settlement agreement and citations, and violations of safety and health standards identified during the agency's inspection of the corporation's refinery in Texas City, TX (BPTCR). The inspection of the refinery was conducted from May through October 2009.

### BP Texas City Refinery (BPTCR):

- The third largest petroleum refinery in the United States with a refining capacity of 475,000 barrels of crude per day.
- Located on a 1,200-acre facility in Texas City, Texas southeast of Houston in Galveston County.
- 1,200 permanent BP employees and hundreds of additional contractors at the facility

### Prior History at BPTCR:

- On March 23, 2005, an explosion and fire in the Isomerization Unit of the **BP Texas City Refinery (BPTCR)** resulted in the death of 15 contractor employees and injury of at least 170 other BP employees and contractors.
  - OSHA initiated safety and health inspections into the March 2005 incident and issued citations and fines totaling over \$21 million, the highest penalty that OSHA had ever issued.
  - *The Report of the BP U.S. Refineries Independent Safety Review Panel (aka Baker Report) issued in January 2007 identified a number of systemic process safety issues at BP refineries in the U.S.*
  - **March 2007, U.S. Chemical Safety and Hazard Investigation Board (CSB) released its report Refinery Explosion and Fire (15 Killed, 180 Injured). CSB found, "The Texas City disaster was caused by organizational and safety deficiencies at all levels of the BP Corporation".**
- OSHA has conducted 17 separate inspections at the refinery in the last 4 years.
  - Prior to the 2005 incident, two employees of BPTCR died due to a breakdown of the company's lockout and tag out program.
  - Since the 2005 incident, four more fatal incidents have occurred at the facility, involving one BPTCR employee and 3 contractors.

### 2005 Settlement Agreement

- As a result of the March 2005 explosion and subsequent inspection, BP entered into a settlement agreement with OSHA in September 2005
  - BP agreed to pay \$21 million in penalties
  - The agreement required a comprehensive evaluation of BPTCR's Process Safety Management program by an independent auditor.
  - The agreement also required the implementation of all feasible recommendations of the auditor.
  - The agreement also required other abatement actions such as conducting audits and determining the adequacy of pressure relief for individual pieces of equipment

### Current 2009 Monitoring Inspection

- Initiated on May 4, 2009 as a comprehensive monitoring inspection
- Resulted in alleged violations and proposed penalties because BPTCR did not comply with the September 2005 agreement to correct the previous citations (270 instances) and other new violations (439 instances) which were cited.

### Summary of Alleged Violations and Penalties

439 willful, per-instance citations with total penalties of \$30,730,000 will also be issued for new violations of the PSM standard. A willful violation exists under the Act where an employer has demonstrated either an intentional disregard for the requirements of the Act or plain indifference to employee safety and health.

A Notification of Failure to Abate for violation of two provisions of the 2005 settlement agreement with a penalty of \$56,700,000 will also be issued as a result of 270 separate violations. In order to achieve the necessary deterrent effect, the Area Director exercised his discretion in issuing the highest gravity-based penalty due to the employer's extensive knowledge of the hazards, and OSHA regulations, and past events at the site. The total penalty to be issued to this employer is **\$87,430,000**.

- **Individual Relief Device deficiencies**
  - **411 instances** (New violations)
  - Standard Violated: §1910.119(d)(3)(i) and §1910.119(d)(3)(ii) grouped with §1910.119(j)(5)
  - Classified as Willful Egregious

- Proposed penalties: **\$28,770,000**

- **Failure to provide operating limits in procedures**

- **28 instances** (New violations)

- Standard Violated: §1910.119(f)(1)(ii)

- Classified as Willful Egregious

- Proposed penalties: **\$1,960,000**

- **Failure to perform relief device studies**

- **28 instances**

- Did not comply with Settlement Agreement

- Classified as Failure to Abate (FTA)

- Proposed penalties: **\$5,880,000**

- **Failure to implement International Society of Automation (ISA) S84.00.01 standard for safety instrumented systems**

- **242 instances**

- Did not comply with Settlement Agreement

- Classified as FTA

- Proposed penalties: **\$50,820,000**

#### Timeline of Events Related to the BPTCR Monitoring Inspection

- March 23, 2005 - Isomerization Unit explosion; 15 workers killed, at least 170 injured.
- June 2005 - Residual Hydrotreater Unit explosion and fire.
- September 22, 2005 - Settlement Agreement with OSHA signed.
- June 2006 - Settlement Agreement's independent auditor study and recommendations. Included in the study are recommendations to BPTCR to implement the ISA S84.00.01 Standard for safety-instrumented-systems.
- July 22, 2006 - an employee of a contractor was fatally injured when he was crushed between a scissor lift and a pipe rack at BPTCR.
- January 2007 - *Baker Report* issued which identified numerous systemic process safety issues at BP U.S. refineries, including BPTCR
- March 2007 - CSB BPTCR investigation report issued
- June 5, 2007 - BPTCR experienced a fatality when an employee of a contractor was electrocuted while working on a light circuit in a process area.
- June 7, 2007 - OSHA launches its National Emphasis Program on Refineries, CPL 03-00-004 *Petroleum Refinery Process Safety Management NEP*.
- Jan. 14, 2008 - The top head blew off a pressure vessel resulting in the death of a BP employee. BP was issued four serious citations related to PSM.
- October 9, 2008 - A contract employee was fatally injured at BPTCR when after being struck by a front end loader the employee was pinned on the ground between a guard rail and the bucket of the loader.
- December 2008 - 3rd Party PSM Consultant report on audit of relief valve study methodology.
- September 22, 2009 - The deadline for BP to complete abatement outlined in the 2005 Settlement Agreement.
- October 29, 2009 - OSHA issues Notification of Failure to Abate and willful citations with proposed penalties of **\$87,430,000**.

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U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210  
Telephone: 800-321-OSHA (6742) | TTY: 877-889-5627

[www.OSHA.gov](http://www.OSHA.gov)