

FILED

JAN 15 1991

UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA
Deputy

David Berger
Harold Berger
Berger & Montague
1622 Locust Street
Philadelphia, PA 19103

Charles W. Ray, Jr.
John T. Hansen
HANSEN & RAY
711 "H" Street, Suite 600
Anchorage, Alaska 99501

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

In re)
) Case No. A89-095 Civil
the EXXON VALDEZ)
) (Consolidated)
)

RE: ALL CASES /ALL PLAINTIFFS

NOTICE OF DEPOSITION

TO: Charles P. Flynn, Esq.
BURR, PEASE & KURTZ
810 N Street
Anchorage, AK 99501

PLEASE TAKE NOTICE that plaintiffs, through their lawyer, pursuant to Federal Rule of Civil Procedure 30(b)(6), and the Discovery Plan Order, will take the deposition of VICKI HUDSON, COOK INLET RESPONSE ORGANIZATION before a notary public or some other person qualified to take oaths in the offices of the deponent, at Cook Inlet Response Organization, 130 South Willow, Kenai, Alaska, on Monday, the 11th day of February, 1991, at 9:00 a.m. and will continue from day to day until completed.

Deponent is requested to designate one or more officers, directors, managing agents, or other person having knowledge, to testify regarding any and all files of Cook Inlet Response Organization which relate to or concern the matters delineated in

Schedule A, attached, and such designated person is required to bring with him or her to this deposition all documents, records and files delineated in Schedule A.

DATED this 17th day of January, 1991.

TUGMAN, CLARK & RAY
Lawyers for Plaintiff

Charles W. Hansen

John T. Hansen
HANSEN & LEDERMAN
711 H Street, Suite 600
Anchorage, Alaska 99501

and

Charles W. Ray, Jr.
TUGMAN, CLARK & RAY
711 H. Street, Suite 500
Anchorage, Alaska 99501

and

David Berger
Harold Berger
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103

Co-Chairman, Plaintiffs'
Investigation and Discovery Comm.

and

H. Laddie Montague, Jr.
Chairman, Plaintiffs;
Depositions Task Force
Peter R. Kahana
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103

TUGMAN, CLARK & RAY
ATTORNEYS AT LAW
711 "H" STREET, SUITE 500
ANCHORAGE, ALASKA 99501
(907) 272-7989

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In re)
the EXXON VALDEZ) Case No. A89-095 Civil
(Consolidated)

RE: ALL CASES/ALL PLAINTIFFS

NOTICE OF DEPOSITION

TO: Charles P. Flynn, Esq.
BURR, PEASE & KURTZ
810 N Street
Anchorage, AK 99501

PLEASE TAKE NOTICE that plaintiffs, through their lawyer, pursuant to Federal Rule of Civil Procedure 30(b)(6), and the Discovery Plan Order, will take the deposition of LEILA MEEHAN, CROWLEY MARITIME before a notary public or some other person qualified to take oaths in the offices of Betts, Patterson and Mines, 1215 Fourth Avenue, Seattle, WA 98161, on Wednesday, the 13th day of February, 1991, at 9:00 a.m. and will continue from day to day until completed.

Deponent is requested to designate one or more officers, directors, managing agents, or other person having knowledge, to testify regarding any and all files of Crowley Maritime which relate to or concern the matters delineated in Schedule A,

attached, and such designated person is required to bring with him or her to this deposition all documents, records and files delineated in Schedule A.

DATED this 14th day of January, 1991.

TUGMAN, CLARK & RAY
Lawyers for Plaintiff

Charles W. Hansen
John T. Hansen
HANSEN & LEDERMAN
711 H Street, Suite 600
Anchorage, Alaska 99501

and

Charles W. Ray, Jr.
TUGMAN, CLARK & RAY
711 H. Street, Suite 500
Anchorage, Alaska 99501

and

David Berger
Harold Berger
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103

Co-Chairman, Plaintiffs'
Investigation and Discovery Comm.

and

H. Laddie Montague, Jr.
Chairman, Plaintiffs;
Depositions Task Force
Peter R. Kahana
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1622 Locust Street
Philadelphia, PA 19103

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Harold Berger
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Philadelphia, PA 19103

JAN 15 1991
UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA
Deputy

Charles W. Ray, Jr.
John T. Hansen
HANSEN & RAY
711 "H" Street, Suite 600
Anchorage, Alaska 99501

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

In re)
the EXXON VALDEZ) Case No. A89-095 Civil
(Consolidated)

RE: ALL CASES /ALL PLAINTIFFS

NOTICE OF DEPOSITION

TO: Charles P. Flynn, Esq.
BURR, PEASE & KURTZ
810 N Street
Anchorage, AK 99501

PLEASE TAKE NOTICE that plaintiffs, through their lawyer, pursuant to Federal Rule of Civil Procedure 30(b)(6), and the Discovery Plan Order, will take the deposition of CUSTODIAN OF RECORDS, AMERICAN PETROLEUM INSTITUTE before a notary public or some other person qualified to take oaths in the offices of Dickstein, Shapiro & Morin, 2101 L Street, NW, Washington, D.C. 20037, on Friday, the 22nd day of February, 1991, at 9:00 a.m. and will continue from day to day until completed.

Deponent is requested to designate one or more officers, directors, managing agents, or other person having knowledge, to testify regarding any and all files of American Petroleum Institute which relate to or concern the matters delineated in Schedule A,

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attached, and such designated person is required to bring with him or her to this deposition all documents, records and files delineated in Schedule A.

DATED this 14th day of January, 1991.

TUGMAN, CLARK & RAY
Lawyers for Plaintiff

Charles W. Ray, Jr. for
John T. Hansen
HANSEN & LEDERMAN
711 H Street, Suite 600
Anchorage, Alaska 99501

and

Charles W. Ray, Jr.
TUGMAN, CLARK & RAY
711 H. Street, Suite 500
Anchorage, Alaska 99501

and

David Berger
Harold Berger
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103

Co-Chairman, Plaintiffs'
Investigation and Discovery Comm.

and

H. Laddie Montague, Jr.
Chairman, Plaintiffs;
Depositions Task Force
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UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

In re)
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RE: ALL CASES /ALL PLAINTIFFS

NOTICE OF DEPOSITION

TO: Charles P. Flynn, Esq.
BURR, PEASE & KURTZ
810 N Street
Anchorage, AK 99501

PLEASE TAKE NOTICE that plaintiffs, through their lawyer, pursuant to Federal Rule of Civil Procedure 30(b)(6), and the Discovery Plan Order, will take the deposition of JAMES THURMAN, EARTHMOVERS before a notary public or some other person qualified to take oaths in the offices of Earthmovers, 925 Aurora Drive, Fairbanks, Alaska, on Friday, the 15th day of February, 1991, at 9:00 a.m. and will continue from day to day until completed.

Deponent is requested to designate one or more officers, directors, managing agents, or other person having knowledge, to testify regarding any and all files of Earthmovers which relate to or concern the matters delineated in Schedule A, attached, and such designated person is required to bring with him or her to this

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(907) 272-7989

1140

deposition all documents, records and files delineated in Schedule
A.

DATED this 14th day of January, 1991.

TUGMAN, CLARK & RAY
Lawyers for Plaintiff

Charles W. Hansen
John T. Hansen
HANSEN & LEDERMAN
711 H Street, Suite 600
Anchorage, Alaska 99501

and

Charles W. Ray, Jr.
TUGMAN, CLARK & RAY
711 H. Street, Suite 500
Anchorage, Alaska 99501

and

David Berger
Harold Berger
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103

Co-Chairman, Plaintiffs'
Investigation and Discovery Comm.

and

H. Laddie Montague, Jr.
Chairman, Plaintiffs;
Depositions Task Force
Peter R. Kahana
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103

SCHEDULE A

I.

DEFINITIONS

As used in these requests for production of documents, the following terms have the following meanings:

A. Entities

1. "Alyeska" means Alyeska Pipeline Service Company and its consortium members and any related entity.

2. "Exxon" means collectively Exxon Corporation, Exxon Pipeline Company, Exxon Shipping Company, Exxon Company, USA, and any related entity.

3. "Government Agency" means all governmental entities, regulatory bodies or other public administrative agencies, including specifically the United States, the State of Alaska, any political subdivision thereof, and any member or entity within the Congress or the Alaska State Legislature.

4. "State of Alaska" means the sovereign State of Alaska and any entity or political subdivision thereof.

5. "Person" means each and any natural persons as well as firms, partnerships, associations, institutions, joint ventures, corporations, governmental entities, administrative agencies, professional associations, corporations, and every other organization of whatever sort, and includes the officers, directors, employees, contractors, agents or others acting or purporting to act on behalf of any such organization.

6. "ACS", means Alaska Clean Seas, including but not limited to officers, directors, employees, agents or others acting on ACS's behalf.

7. "Oil Spill Recovery Team" means any individuals whose full or parttime employment involved responding to actual or potential oil spills on Prince William Sound, Port Valdez or other waters in the Alaska area.

B. TAPS/Facilities

8. "ANS Crude Oil" means crude oil, condensate, and natural gas liquids produced from any lease or unit on the North Slope of Alaska and transported through the Trans-Alaska Pipeline System.

9. "Barrel" means 42 United States gallons of crude oil at 60 degrees Fahrenheit.

10. "Contingency Plans" mean all policies, plans, directives, manuals, personnel duties, or other descriptions for the prevention of an oil or other hazardous substance spills and related emergencies and for the control, containment, cleanup or mitigation of the effects of a spill of oil or other hazardous substances, including but not limited to the Alyeska plan, the Captain of the Port Prince William Sound Pollution Action Plan, the National and Regional Contingency Plans, the State of Alaska Contingency Plan and Response Program, and any "Exxon plan."

11. "Federal ROW Agreement" means the Right-of-Way Agreement for the Trans-Alaska Pipeline between the United States Department of Interior and Amerada Hess Corporation, ARCO Pipe Line Company, Exxon Pipeline Company, Mobil Alaska Pipeline Company, Phillips

Petroleum Company, Sohio Pipe Line Company and Union Alaska Pipeline Company executed in 1974 together with all stipulations, exhibits, amendments and supplements thereto.

12. "State Right-of-Way Lease" means the Right-of-Way Lease for the Trans-Alaska Pipeline between the State of Alaska and Amerada Hess Corporation, ARCO Pipe Line Company, Exxon Pipeline Company, Mobile Alaska Pipeline Company, Phillips Petroleum Company, Sohio Pipe Line Company and Union Alaska Pipeline Company executed in 1974 together with all stipulations, exhibits, amendments and supplements thereto.

13. "Trans-Alaska Pipeline System" ["TAPS"] means any pipeline or terminal facilities constructed by holders of the Trans-Alaska Pipeline Right-of-Way under the authority of the Trans-Alaska Pipeline Authorization Act and used to effect the transfer of ANS oil from the point of production to markets (including the operation of tankers through waters of Alaska) and includes those facilities described in State Right-of-Way Lease and the Federal ROW Agreement.

14. "ANS Marine Transportation Area" means that area including the Port of Valdez, the TAPS terminal facilities, other marine facilities in Valdez, Valdez Arm, and those portions of Prince William Sound and the Gulf of Alaska utilized for transportation of ANS crude oil, or which could be impacted by a spill of ANS crude oil in waters of Alaska.

C. Vessels and Personnel

15. "EXXON VALDEZ" means the tanker T/V EXXON VALDEZ.

16. "Tanker" means any tanker vessel utilized for the carriage of crude oil since January 1, 1977.
17. "Alaska Trade Tanker" means any tanker vessel utilized for the carriage of ANS crude oil since January 1, 1977.
18. "Hazardous Substance Carrier" means any vessel (including any tanker vessel) utilized for the transportation of crude oil, liquified natural gas, petroleum products, chemicals, or other Hazardous Substances as defined herein since January 1, 1977.
19. "Master" means the captain of a vessel.
20. "Officer" means any officer of a vessel.
21. "Crew" means any person on board a vessel with duties relating to the operation thereof who is not a master or officer.
22. "Vessel Personnel" means all of the captain, officers, and crew of a vessel.

D. EXXON VALDEZ Oil Spill

23. "Voyage" means, unless otherwise specified, the voyage of the EXXON VALDEZ:

- (a) from its initial departure in San Diego to its arrival at Port Valdez, with intermediate maneuvers and stops, including repairs;
- (b) its berthing and loading at Port Valdez on March 23, 1989;
- (c) its departure from Port Valdez to and including the grounding of Bligh Reef;
- (d) post-grounding maneuvers and handling;
- (e) off loading of oil; and

(f) repair, refloating, and the voyage from Alaska to drydock in San Diego.

24. "Exxon Valdez Oil Spill" ["EVOS"] means the grounding of Bligh Reef, the rupture of the hull and tanks thereof, and the discharge(s) of crude oil from the vessel EXXON VALDEZ on or after March 24, 1989, upon and into the lands and waters of Prince William Sound, Cook Inlet, the Kodiak Archipelago, the Kenai Peninsula, the Alaska Peninsula, the Aleutian Chain, and the Gulf of Alaska and adjacent lands and waters, together with the Response/Cleanup and any Restoration/Replacement with respect to the EVOS. Said lands and waters are referred to as the "Spill Area."

25. "Grounding" means the first encounter of the hull EXXON VALDEZ with the bottom of Prince William Sound in the vicinity of Bligh Reef, and all other such encounters until the vessel was refloated.

E. General Definitions

26. "Document" means any kind of written, graphic or recorded material, however produced or reproduced, of any kind or description, whether sent or received or neither, including drafts, originals, nonidentical copies and information stored electronically, photographically or otherwise, and including, without limitation:

(a) research, studies, surveys, papers, books, accounts, letters, diagrams, pictures, drawings, photographs, correspondence, telegrams, cables,

telex messages, memoranda, notes, notations, work papers, intraoffice and interoffice communications to between and among employees, transcripts, minutes, orders, reports and recording of telephone or other conversations, or interviews, or of committee meetings, or of other meetings, affidavits, statements, summaries, opinions, indices, analyses, publications, questionnaires, answers to questionnaires, statistical records, lists, logs, tabulations, charts, graphs, sound recordings, data sheets and microfilm;

- (b) proposals or contracts with scientists, engineering and consulting firms or other entities or persons, together with all preliminary, draft and reports, analyses and other materials generated;
- (c) communications with representatives of federal, state or local agencies or private entities or individuals, including applications for permits;
- (d) procedures, methodologies, sampling protocols, detection and tolerance determinations, quality assurance and control measures, laboratory products, accountings and similar activities.
- (e) maps, including mapping or other geographic depiction of the EVOS spill area or actual or potential injury to Natural Resources User/Users in the spill area, including all raw and processed

mapping, photographic, remote sensing, computer (including data bases and simulations), or other physical or electronic or similar data generated in connection with the EVOS or compiled previously for the oil spill area, and all documents sufficient to describe the methodology, specifications, and operating procedures regarding computer hardware, software, peripheral, and other applicable equipment.

- (f) databases, data compilations and summaries, models, reconstructions, simulations, graphs and other presentations, remote sensing, computer-enhanced products, and similar items, together with all raw, unprocessed, uninterpreted as well as processed and interpreted data, and documentation sufficient to show the specifications and operating requirements for computer software, hardware, and ancillary equipment; and
- (g) other records kept and things similar to any of the foregoing regardless of the author or origin, however, denominated by it.

27. "Complaint" means the Complaint filed in the instant action.

II.

TIME PERIOD

The relevant time period hearing unless otherwise indicated, is January 1, 1977 through the present.

III.

INSTRUCTIONS

1. In responding to these requests for production, you are to produce all documents in your custody, possession or control pertaining to these requests. A document is deemed to be in your control if you have special possession of the document or have the right to secure the document or a copy thereof from another person having actual possession thereof.

2. You are required to produce documents as they are kept in the usual course of business or grouped by the specification to which they respond. Where the specification calls for documents "sufficient to show" as defined herein, the responsive documents should be identified by specification number.

3. If a privilege or work product protection (including an asserted statutory or protective order prohibition against disclosure) is claimed with respect to any responsive document, such that you will not produce the document in its entirety, specify the privilege or work product protection(s) which you claim, and provide the following information to the extent the information itself does not compromise the privilege claimed:

- (a) the identity of the authors, each addressee, and each person to whom the document indicates a copy

was sent;

- (b) the date of the document, and the date, if known to be a different, on which the document was prepared;
- (c) a general description of the subject matter addressed by the document. If a claimed privilege or work product protection applies only to a particular phrase, sentence, paragraph, or section of a responsive document, produce the entire document with the protected portion redacted and a legend indicating that the withheld portion is the subject of a legend indicating that the withheld portion is the subject of a claimed privilege or work product protection.

4. If you object to any request or portion thereof, please state the nature and basis of your objection. If you find objectionable only a portion of the request, please respond fully to the non-objectionable portion thereof.

5. You may provide legible copies in lieu of originals, but the plaintiffs reserve their right to examine originals.

6. In the interpretation or construction of any request, you are to apply the following:

- (a) the words "and" and "or" shall be individually interpreted as meaning "and/or" in every instance, and shall not be interpreted disjunctively to exclude any documents otherwise within the scope of

any request.

- (b) "including" shall be interpreted as including any items listed, but not limited to said items.
- (c) "relating to" shall be interpreted as referring, relating, or otherwise pertaining to.

IV.

DOCUMENTS REQUESTED

Plaintiffs request that the deponent produce and permit plaintiffs to inspect any and all documents described herein in the deponent's possession, custody or control.

1. Any documents constituting or referring to any contract or agreement between Aleyska and Cook Inlet Response Organization for providing an oil spill recovery team and related services to Aleyska.

2. Any documents comprising or referring to the fees and expenses charged Aleyska by Cook Inlet Response Organization for providing an oil spill recovery team.

3. Any documents which relate or refer to any analysis of the equipment and manpower needed to respond to an oil spill of over 1,000 barrels in Prince William Sound or elsewhere.

4. All documents relating or referring to the ability of any oil company, aleyska or an independent contractor to prevent, clean up, respond to or mitigate oil spills in excess of 1,000 barrels.

5. All documents which constitute contingency plans to prevent, contain, clean up or mitigate the effects of an oil spill.

6. All correspondence with Aleyska.

7. All documents that refer to or analyze:

- (a) the likelihood of an oil spill in the waters of Alaska;
- (b) the ability of any corporation or entity to prevent, contain, cleanup or mitigate the effects of an oil spill in the waters of Alaska;
- (c) contingency plans, personnel, equipment, supplies or other resources needed to prevent, contain, cleanup or mitigate the effects of an oil spill in the waters of Alaska; and
- (d) the environmental and other impacts potentially resulting from any oil spill in the waters of Alaska.

8. All documents that relate to Aleyska's policies regarding response, cleanup, or mitigation of oil spills in excess of 1,000 barrels in a water environment in Alaska or elsewhere, including:

- (a) the type, quantity, and quality of appropriate equipment, chemicals, supplies, and personnel;
- (b) application of technologies and methodologies.

9. All documents that relate to oil spill training programs conducted by Alaska Clena Seas, Aleyska or involving any oil company, including:

- (a) courses and instructions;
- (b) training manuals;
- (c) schedules;
- (d) attendance lists, including participation and

support by oil companies, Alyeska, government entities, or outside experts;

10. Studies by government agencies, trade associations, universities, or other entities on oil spill prevention, response, cleanup, or mitigation, including technologies and methodologies.

11. Documents relating to any statements made by any person employed by any oil company to any government agency concerning the ability to prevent, contain and/or cleanup an oil spill in excess of 1,000 barrels.

12. Documents relating to any oil spill drills.

13. Documents constituting the job descriptions for any member of the oil spill recovery team.

14. Any document comprising a list of all person who were members of the oil spill recovery team.

15. Documents referring to the amount of compensation paid to all persons involved in the oil spill recovery team.

16. Documents comprising training manuals for members of the oil spill recovery team.

17. Documents comprising a list or inventory of response equipment available to respond to a spill in the Port of Valdez or Prince William Sound.

18. Documents describing efforts to maintain the effectiveness of equipment to be used by the oil spill recovery team.

19. Documents relating or referring to the oil spill recovery team's performance in responding to an oil spill.

20. All documents referring to or commenting upon Alaska Clean Sea's termination or phase-out as an independent contractor for Aleyska.

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TO: Charles P. Flynn, Esq.
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810 N Street
Anchorage, AK 99501

PLEASE TAKE NOTICE that plaintiffs, through their lawyer, pursuant to Federal Rule of Civil Procedure 30(b)(6), and the Discovery Plan Order, will take the deposition of RECORDS CUSTODIAN, NORTHLAND MAINTENANCE, before a notary public or some other person qualified to take oaths in the offices of the deponent, at Northland Maintenance, 125 West 5th Avenue, Anchorage, Alaska 99501, on Tuesday, the 12th day of February, 1991, at 9:00 a.m. and will continue from day to day until completed.

Deponent is requested to designate one or more officers, directors, managing agents, or other person having knowledge, to testify regarding any and all files of Northland Maintenance which relate to or concern the matters delineated in Schedule A,

TUGMAN, CLARK & RAY
ATTORNEYS AT LAW
711 "H" STREET, SUITE 500
ANCHORAGE, ALASKA 99501
(907) 272-7989

1141

attached, and such designated person is required to bring with him or her to this deposition all documents, records and files delineated in Schedule A.

DATED this 14th day of January, 1991.

TUGMAN, CLARK & RAY
Lawyers for Plaintiff

Charles W. Hansen
John T. Hansen
HANSEN & LEDERMAN
711 H Street, Suite 600
Anchorage, Alaska 99501

and

Charles W. Ray, Jr.
TUGMAN, CLARK & RAY
711 H. Street, Suite 500
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Co-Chairman, Plaintiffs'
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Chairman, Plaintiffs;
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BERGER & MONTAGUE, P.C.
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Philadelphia, PA 19103

SCHEDULE A

I.

DEFINITIONS

As used in these requests for production of documents, the following terms have the following meanings:

A. Entities

1. "Alyeska" means Alyeska Pipeline Service Company and its consortium members and any related entity.

2. "Exxon" means collectively Exxon Corporation, Exxon Pipeline Company, Exxon Shipping Company, Exxon Company, USA, and any related entity.

3. "Government Agency" means all governmental entities, regulatory bodies or other public administrative agencies, including specifically the United States, the State of Alaska, any political subdivision thereof, and any member or entity within the Congress or the Alaska State Legislature.

4. "State of Alaska" means the sovereign State of Alaska and any entity or political subdivision thereof.

5. "Person" means each and any natural persons as well as firms, partnerships, associations, institutions, joint ventures, corporations, governmental entities, administrative agencies, professional associations, corporations, and every other organization of whatever sort, and includes the officers, directors, employees, contractors, agents or others acting or purporting to act on behalf of any such organization.

6. "NM", means Northland Maintenance, including but not limited to officers, directors, employees, agents or others acting on NM's behalf.

7. "Oil Spill Recovery Team" means any individuals whose full or parttime employment involved responding to actual or potential oil spills on Prince William Sound, Port Valdez or other waters in the Alaska area.

B. TAPS/Facilities

8. "ANS Crude Oil" means crude oil, condensate, and natural gas liquids produced from any lease or unit on the North Slope of Alaska and transported through the Trans-Alaska Pipeline System.

9. "Barrel" means 42 United States gallons of crude oil at 60 degrees Fahrenheit.

10. "Contingency Plans" mean all policies, plans, directives, manuals, personnel duties, or other descriptions for the prevention of an oil or other hazardous substance spills and related emergencies and for the control, containment, cleanup or mitigation of the effects of a spill of oil or other hazardous substances, including but not limited to the Alyeska plan, the Captain of the Port Prince William Sound Pollution Action Plan, the National and Regional Contingency Plans, the State of Alaska Contingency Plan and Response Program, and any "Exxon plan."

11. "Federal ROW Agreement" means the Right-of-Way Agreement for the Trans-Alaska Pipeline between the United States Department of Interior and Amerada Hess Corporation, ARCO Pipe Line Company, Exxon Pipeline Company, Mobil Alaska Pipeline Company, Phillips

Petroleum Company, Sohio Pipe Line Company and Union Alaska Pipeline Company executed in 1974 together with all stipulations, exhibits, amendments and supplements thereto.

12. "State Right-of-Way Lease" means the Right-of-Way Lease for the Trans-Alaska Pipeline between the State of Alaska and Amerada Hess Corporation, ARCO Pipe Line Company, Exxon Pipeline Company, Mobile Alaska Pipeline Company, Phillips Petroleum Company, Sohio Pipe Line Company and Union Alaska Pipeline Company executed in 1974 together with all stipulations, exhibits, amendments and supplements thereto.

13. "Trans-Alaska Pipeline System" ["TAPS"] means any pipeline or terminal facilities constructed by holders of the Trans-Alaska Pipeline Right-of-Way under the authority of the Trans-Alaska Pipeline Authorization Act and used to effect the transfer of ANS oil from the point of production to markets (including the operation of tankers through waters of Alaska) and includes those facilities described in State Right-of-Way Lease and the Federal ROW Agreement.

14. "ANS Marine Transportation Area" means that area including the Port of Valdez, the TAPS terminal facilities, other marine facilities in Valdez, Valdez Arm, and those portions of Prince William Sound and the Gulf of Alaska utilized for transportation of ANS crude oil, or which could be impacted by a spill of ANS crude oil in waters of Alaska.

C. Vessels and Personnel

15. "EXXON VALDEZ" means the tanker T/V EXXON VALDEZ.

16. "Tanker" means any tanker vessel utilized for the carriage of crude oil since January 1, 1977.

17. "Alaska Trade Tanker" means any tanker vessel utilized for the carriage of ANS crude oil since January 1, 1977.

18. "Hazardous Substance Carrier" means any vessel (including any tanker vessel) utilized for the transportation of crude oil, liquified natural gas, petroleum products, chemicals, or other Hazardous Substances as defined herein since January 1, 1977.

19. "Master" means the captain of a vessel.

20. "Officer" means any officer of a vessel.

21. "Crew" means any person on board a vessel with duties relating to the operation thereof who is not a master or officer.

22. "Vessel Personnel" means all of the captain, officers, and crew of a vessel.

D. EXXON VALDEZ Oil Spill

23. "Voyage" means, unless otherwise specified, the voyage of the EXXON VALDEZ:

- (a) from its initial departure in San Diego to its arrival at Port Valdez, with intermediate maneuvers and stops, including repairs;
- (b) its berthing and loading at Port Valdez on March 23, 1989;
- (c) its departure from Port Valdez to and including the grounding of Bligh Reef;
- (d) post-grounding maneuvers and handling;
- (e) off loading of oil; and

(f) repair, refloating, and the voyage from Alaska to drydock in San Diego.

24. "Exxon Valdez Oil Spill" ["EVOS"] means the grounding of Bligh Reef, the rupture of the hull and tanks thereof, and the discharge(s) of crude oil from the vessel EXXON VALDEZ on or after March 24, 1989, upon and into the lands and waters of Prince William Sound, Cook Inlet, the Kodiak Archipelago, the Kenai Peninsula, the Alaska Peninsula, the Aleutian Chain, and the Gulf of Alaska and adjacent lands and waters, together with the Response/Cleanup and any Restoration/Replacement with respect to the EVOS. Said lands and waters are referred to as the "Spill Area."

25. "Grounding" means the first encounter of the hull EXXON VALDEZ with the bottom of Prince William Sound in the vicinity of Bligh Reef, and all other such encounters until the vessel was refloated.

E. General Definitions

26. "Document" means any kind of written, graphic or recorded material, however produced or reproduced, of any kind or description, whether sent or received or neither, including drafts, originals, nonidentical copies and information stored electronically, photographically or otherwise, and including, without limitation:

(a) research, studies, surveys, papers, books, accounts, letters, diagrams, pictures, drawings, photographs, correspondence, telegrams, cables,

telex messages, memoranda, notes, notations, work papers, intraoffice and interoffice communications to between and among employees, transcripts, minutes, orders, reports and recording of telephone or other conversations, or interviews, or of committee meetings, or of other meetings, affidavits, statements, summaries, opinions, indices, analyses, publications, questionnaires, answers to questionnaires, statistical records, lists, logs, tabulations, charts, graphs, sound recordings, data sheets and microfilm;

- (b) proposals or contracts with scientists, engineering and consulting firms or other entities or persons, together with all preliminary, draft and reports, analyses and other materials generated;
- (c) communications with representatives of federal, state or local agencies or private entities or individuals, including applications for permits;
- (d) procedures, methodologies, sampling protocols, detection and tolerance determinations, quality assurance and control measures, laboratory products, accountings and similar activities.
- (e) maps, including mapping or other geographic depiction of the EVOS spill area or actual or potential injury to Natural Resources User/Users in the spill area, including all raw and processed

mapping, photographic, remote sensing, computer (including data bases and simulations), or other physical or electronic or similar data generated in connection with the EVOS or compiled previously for the oil spill area, and all documents sufficient to describe the methodology, specifications, and operating procedures regarding computer hardware, software, peripheral, and other applicable equipment.

- (f) databases, data compilations and summaries, models, reconstructions, simulations, graphs and other presentations, remote sensing, computer-enhanced products, and similar items, together with all raw, unprocessed, uninterpreted as well as processed and interpreted data, and documentation sufficient to show the specifications and operating requirements for computer software, hardware, and ancillary equipment; and
- (g) other records kept and things similar to any of the foregoing regardless of the author or origin, however, denominated by it.

27. "Complaint" means the Complaint filed in the instant action.

II.

TIME PERIOD

The relevant time period hearing unless otherwise indicated, is January 1, 1977 through the present.

III.

INSTRUCTIONS

1. In responding to these requests for production, you are to produce all documents in your custody, possession or control pertaining to these requests. A document is deemed to be in your control if you have special possession of the document or have the right to secure the document or a copy thereof from another person having actual possession thereof.

2. You are required to produce documents as they are kept in the usual course of business or grouped by the specification to which they respond. Where the specification calls for documents "sufficient to show" as defined herein, the responsive documents should be identified by specification number.

3. If a privilege or work product protection (including an asserted statutory or protective order prohibition against disclosure) is claimed with respect to any responsive document, such that you will not produce the document in its entirety, specify the privilege or work product protection(s) which you claim, and provide the following information to the extent the information itself does not compromise the privilege claimed:

- (a) the identity of the authors, each addressee, and each person to whom the document indicates a copy

was sent;

- (b) the date of the document, and the date, if known to be a different, on which the document was prepared;
- (c) a general description of the subject matter addressed by the document. If a claimed privilege or work product protection applies only to a particular phrase, sentence, paragraph, or section of a responsive document, produce the entire document with the protected portion redacted and a legend indicating that the withheld portion is the subject of a legend indicating that the withheld portion is the subject of a claimed privilege or work product protection.

4. If you object to any request or portion thereof, please state the nature and basis of your objection. If you find objectionable only a portion of the request, please respond fully to the non-objectionable portion thereof.

5. You may provide legible copies in lieu of originals, but the plaintiffs reserve their right to examine originals.

6. In the interpretation or construction of any request, you are to apply the following:

- (a) the words "and" and "or" shall be individually interpreted as meaning "and/or" in every instance, and shall not be interpreted disjunctively to exclude any documents otherwise within the scope of

any request.

(b) "including" shall be interpreted as including any items listed, but not limited to said items.

(c) "relating to" shall be interpreted as referring, relating, or otherwise pertaining to.

IV.

DOCUMENTS REQUESTED

Plaintiffs request that the deponent produce and permit plaintiffs to inspect any and all documents described herein in the deponent's possession, custody or control.

1. Any documents constituting or referring to any contract or agreement between Aleyska and Cook Inlet Response Organization for providing an oil spill recovery team and related services to Aleyska.

2. Any documents comprising or referring to the fees and expenses charged Aleyska by Cook Inlet Response Organization for providing an oil spill recovery team.

3. Any documents which relate or refer to any analysis of the equipment and manpower needed to respond to an oil spill of over 1,000 barrels in Prince William Sound or elsewhere.

4. All documents relating or referring to the ability of any oil company, aleyska or an independent contractor to prevent, clean up, respond to or mitigate oil spills in excess of 1,000 barrels.

5. All documents which constitute contingency plans to prevent, contain, clean up or mitigate the effects of an oil spill.

6. All correspondence with Aleyska.

7. All documents that refer to or analyze:

- (a) the likelihood of an oil spill in the waters of Alaska;
- (b) the ability of any corporation or entity to prevent, contain, cleanup or mitigate the effects of an oil spill in the waters of Alaska;
- (c) contingency plans, personnel, equipment, supplies or other resources needed to prevent, contain, cleanup or mitigate the effects of an oil spill in the waters of Alaska; and
- (d) the environmental and other impacts potentially resulting from any oil spill in the waters of Alaska.

8. All documents that relate to Aleyska's policies regarding response, cleanup, or mitigation of oil spills in excess of 1,000 barrels in a water environment in Alaska or elsewhere, including:

- (a) the type, quantity, and quality of appropriate equipment, chemicals, supplies, and personnel;
- (b) application of technologies and methodologies.

9. All documents that relate to oil spill training programs conducted by Northland Maintenance, Aleyska or involving any oil company, including:

- (a) courses and instructions;
- (b) training manuals;
- (c) schedules;
- (d) attendance lists, including participation and

support by oil companies, Alyeska, government entities, or outside experts;

10. Studies by government agencies, trade associations, universities, or other entities on oil spill prevention, response, cleanup, or mitigation, including technologies and methodologies.

11. Documents relating to any statements made by any person employed by any oil company to any government agency concerning the ability to prevent, contain and/or cleanup an oil spill in excess of 1,000 barrels.

12. Documents relating to any oil spill drills.

13. Documents constituting the job descriptions for any member of the oil spill recovery team.

14. Any document comprising a list of all person who were members of the oil spill recovery team.

15. Documents referring to the amount of compensation paid to all persons involved in the oil spill recovery team.

16. Documents comprising training manuals for members of the oil spill recovery team.

17. Documents comprising a list or inventory of response equipment available to respond to a spill in the Port of Valdez or Prince William Sound.

18. Documents describing efforts to maintain the effectiveness of equipment to be used by the oil spill recovery team.

19. Documents relating or referring to the oil spill recovery team's performance in responding to an oil spill.

20. All documents referring to or commenting upon Northland Maintenance's termination or phase-out as an independent contractor for Aleyska.