

OFFICE OF THE OMBUDSMAN

Stanley Sporkin
Ombudsman
(USDC Judge, Retired)

1300 Eye Street, NW - Suite 900
Washington, DC 20008
202-682-7146

April 13, 2010

Kenneth Abbott
Via e-mail

Dear Mr. Abbott:

This letter is in response to your email of March 23, 2010. Based on your e-mail, I am afraid that there seems to be some confusion regarding our meeting of February 23, 2010. I apologize for the delay in getting back to you, but have been addressing some major health issues with a family member.

In order to be clear, I will repeat here the essential findings of the investigation that the BP Office of the Ombudsman conducted into your allegations and concerns:

- You had a contract with Swift for two years; the contract for your services between Swift and BP America was for six months. The contract document had a “five day notice” clause, apparently relied upon by Swift in terminating your employment. The contract for your services was always for six months, and there was no change in the length of the contract after you perceived the employment relationship with Mr. Bill Naseman began to sour. As I explained to you, there was absolutely no evidence, produced by you or identified in our investigation, that Mr. Naseman intended to extend the period of time beyond six months. You yourself told me during our meeting that it was apparent to you that people stayed only for a six month time period on the project;
- To the extent that you are owed any money under the arrangement you had with Swift Technical, you should seek those damages from Swift Technical. We found no complicity by BP personnel in connection with the actions of Swift. We did not find that BP owed you any additional money, but encouraged them to discuss the situation with Swift and encourage them to reach out to you and come to an agreement with you;
- Your concerns about the project not following the terms of its own Project Execution Plan were substantiated, and addressed by a BP Management of Change document. The Project Execution Plan is a BP internal document, and not a regulatory requirement. We did not do a comprehensive documentation audit regarding the documentation issues on Atlantis. As you know, you did not raise that issue until after the initial investigation of your concerns was completed, and only reviewed the issue you raised to us;
- The concerns that you expressed about the status of the drawings upgrade project were not unique to you. It was a challenge to the Project and of concern to others who raised the concern before you worked there, while you were there, and after you left. You did not “blow the whistle” on the problem until, apparently, after you left employment at BP. Your raising the issue did not result in any change to the schedule of BP addressing the issues.

- Your action in raising the documentation/compliance issues to your management was not a driver for any action against you;
- We have made recommendations to BP, as a result of your situation, in an effort to ensure that other contractors do not find themselves ignorant of the length of the contract time for their appointment with BP, along with several other recommendations. We have not yet been briefed on what actions have been taken in response to our recommendations.

As Pasha and I explained to you, we do not issue our reports to the Concerned Individuals that contact our office. We do, as we did with you, provide a detailed briefing regarding the results of our investigation. We offered to provide such a briefing to you a long time ago, and did not hear from you. I did explain to you that our work and reports are not the result of Attorney-Client work since we do not serve as BP's legal counsel.

In order to ensure that we do not have further miscommunications, I would request that any further questions you have for our office made be in writing.

We wish you the best of luck in your future endeavors and hope that you are able to resolve your differences with Swift Technical Services.

Sincerely,

Billie Pirner Garde
Deputy Ombudsman