

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

In re: Oil Spill by the Oil Rig	*	MDL 2179
“Deepwater Horizon” in the Gulf	*	
of Mexico, on April 20, 2010	*	SECTION “J”
	*	
This Document Applies To:	*	JUDGE BARBIER
	*	
Nos. 15-4143 & 15-4146	*	MAG. JUDGE SHUSHAN

ORDER

Pursuant to the recommendation of the Plaintiffs’ Steering Committee (“PSC”) and consent by both Halliburton Energy Services, Inc. and Halliburton Co. (collectively “HESI”) and Transocean in accord with those parties’ respective Settlement Agreements, the Court formally appoints Michael J. Juneau as Claims Administrator in this proceeding. This appointment is made pursuant to the terms of the Settlement Agreements, Rule 23(d), and the inherent case management authority of the Court. The Court sets forth below the circumstances giving rise to the appointment, and the duties and terms of the Claims Administrator's appointment.

I. BACKGROUND

In Re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico on April 20, 2010, 10-MD-2179 (“MDL-2179”), was assigned to this Court on August 10, 2010. In 2014, counsel for HESI and the PSC reached agreement to settle certain claims arising from the *Deepwater Horizon* oil spill, and in 2015 Transocean and the PSC likewise reached agreement to settle similar claims. The terms of the settlements are set out in two separate agreements: Transocean’s Punitive Damages and Assigned Claims Settlement Agreement (“Transocean Settlement Agreement”) [Rec. Doc. 14644-1] and HESI Punitive Damages and Assigned Claims Settlement Agreement (“HESI Settlement Agreement”) [Rec. Doc. 15322-1].

Pursuant to Section 8 of the Transocean Settlement Agreement and Section 8 of the HESI Settlement Agreement, a Claims Administrator is to be appointed by the Court. Such appointment herein is made upon recommendation of the PSC as provided by the terms of the settlement agreements and with the consent of both Transocean and HESI.

The duties of this appointment shall involve all duties of the Claims Administrator pursuant to the Transocean Settlement Agreement and the HESI Settlement Agreement. Such duties shall include overseeing the Claims Program for the New Class, developing a Distribution Model for the Claims Program and establishing rules for appealing determinations of the Claims Administrator to the Court.

With respect to any and all duties, determinations or other functions provided by the Claims Administrator pursuant to this appointment, judicial immunity shall apply.

II. COMMUNICATIONS WITH THE PARTIES AND THE COURT

The Court sets forth the circumstances in which the Claims Administrator may communicate *ex parte* with the court or a party as follows: The Claims Administrator is instructed to perform his duties independently of the PSC, Transocean and HESI. However, the Claims Administrator is authorized to communicate *ex parte* with the Court and the parties, without notice, as he deems necessary and appropriate for the performance of his duties.

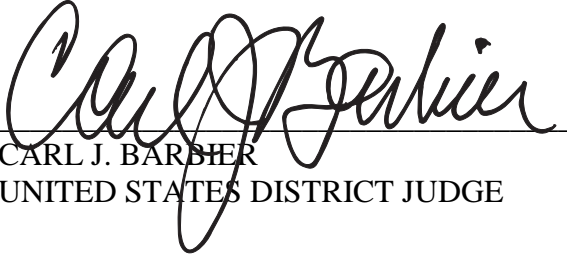
III. CLAIMS ADMINISTRATOR'S RECORDS

The Claims Administrator shall maintain normal billing records of time spent on this matter with reasonably detailed descriptions of his activities. The Claims Administrator shall make written reports to the Court on a quarterly basis and shall submit such reports in writing for electronic filing on the case docket.

IV. COMPENSATION

The Claims Administrator shall incur only such fees and expenses as may be reasonably necessary to fulfill his duties under this Order or such other Orders as the Court may issue. The Claims Administrator shall submit his invoices to the Court for review and approval at ninety (90) day intervals. Fees and expenses for the Claims Administrator shall be paid out of the Aggregate Payment(s) as Administrative Costs for the New Punitive Damages Settlement Claims Program.

New Orleans, Louisiana, this 23rd day of October, 2015.



CARL J. BARBIER
UNITED STATES DISTRICT JUDGE