



**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

**In Re: Oil Spill by the Oil Rig
"Deepwater Horizon"
in the Gulf of Mexico,
on April 20, 2010**

MDL No. 2179

SECTION: J

This Document Relates to:

Salvesen v. Feinberg, et al.,

2:11-cv-02533

Pinellas Marine Salvage Inc., et al. v. Feinberg, et al.,

2:11-cv-1987

Ditch v. Feinberg et al.,

2:13-cv-06014

JUDGE BARBIER

MAG. JUDGE SHUSHAN

REQUEST FOR ORAL ARGUMENT

Pursuant to Local Rule 78.1, Plaintiffs and Plaintiffs' Counsel hereby respectfully request oral argument on Plaintiffs' Motion to Nullify Every Gulf Coast Claims Facility Release and Covenant Not to Sue. Plaintiffs and Plaintiffs' Counsel believe that oral argument may assist the Court in evaluating the following legal and factual issues raised by the Motion.

Issue No. 1

The Oil Pollution Act of 1990 (OPA), a strict liability statute, clearly prohibits Defendant Feinberg's "Release and Covenant Not to Sue."

Issue No. 2

Defendant Feinberg's "Release and Covenant Not to Sue" requirement violates OPA, State contract law, and is contrary to public policy.

Issue No. 3

Defendant Feinberg's "Release and Covenant Not to Sue" illegally excluded approximately 200,000 BP oil spill victims from the MDL 2179 Economic and Property Damages Class Settlement Agreement.

Issue No. 4

Defendant Feinberg cannot justify limiting payments under the "Quick Payment Final Claim" program to a one-time final payment of \$5,000 for individuals and \$25,000 for businesses. Under

the “Quick Payment Final Claim” program claimants were required to submit with their claim form a “Release and Covenant Not to Sue.” There is no evidence that these amounts even remotely represent adequate consideration to compensate claimants for the damages that claimants did or will suffer as a result of the BP oil spill.

Issue No. 5

Defendant Feinberg’s Administration of the GCCF Was in Violation of OPA.

Issue No. 6

Defendant Feinberg forced **84.68%** of the claimants to sign a “Release and Covenant Not to Sue” in which the claimant agreed not to sue BP and all other potentially liable parties; only **15.31%** of the claimants were not required to sign a “Release and Covenant Not to Sue” in order to be paid.

Issue No. 7

A Feinberg-administered claims program like the GCCF does not provide a much-needed alternative to conventional mass tort litigation.

Issue No. 8

A Feinberg-administered claims program like the GCCF is a cancer which is metastasizing.

DATED: May 26, 2015

Respectfully submitted,

/s/ **Brian J. Donovan**
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CERTIFICATE OF NON-SUPPORT

The undersigned certifies, pursuant to Pretrial Order No. 11, that he has conferred with Plaintiffs' Liaison Counsel, Stephen J. Herman, requesting support for the filing of the foregoing Request for Oral Argument. Plaintiffs' Liaison Counsel stated, "The Court has already said it will address the plan going forward for unsettled cases at the June 18 Status Conference."

DATED: May 26, 2015

Respectfully submitted,

/s/ Brian J. Donovan
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CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing Request for Oral Argument has been served on All Counsel by electronically uploading the same to Lexis Nexis File & Serve in accordance with Pretrial Order No. 12, and that the foregoing was electronically filed with the Clerk of Court of the United States District Court for the Eastern District of Louisiana by using the CM/ECF System, which will send a notice of electronic filing in accordance with the procedures established in MDL 2179, on this 26th day of May, 2015.

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