

**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**

**ANADARKO’S GENERAL OBJECTIONS TO DEPOSITION DESIGNATIONS AND  
ANADARKO’S CONTINGENT DESIGNATIONS FOR ALL DEPOSITION TRANSCRIPTS**

Anadarko objects to any party’s designation of testimony and/or exhibits regarding the following subject matters as irrelevant to Phase I of the trial scheduled to begin on February 27, 2012. Anadarko intends to move *in limine* to exclude such testimony and/or exhibits from Phase I of the trial if meet and confer efforts do not produce a resolution:

1. Testimony and/or exhibits regarding Anadarko’s alleged role in connection with the Macondo Well, including but not limited to its alleged rights, duties and responsibilities, if any, in connection therewith;
2. Testimony and/or exhibits regarding what Anadarko allegedly knew or should have known regarding the Macondo Well before the blow-out, explosion and fire on April 20, 2010 and the sinking of the rig on April 22, 2010, and Anadarko’s alleged response thereto, including but not limited to all internal and external communications regarding the Macondo Well prior to and including April 22, 2010;
3. Testimony and/or exhibits regarding source control or quantification of discharged oil.

These categories of testimony and/or exhibits are irrelevant and therefore inadmissible as a result of the Court’s rulings in the Order of August 26, 2011 (Document 3830). Testimony and/or exhibits in the third category are also irrelevant because the Court has ordered that these issues will be tried in Phase Two of the trial, not in Phase One.

To the extent that Anadarko has provided counter-designations or affirmative designations of testimony regarding the foregoing subject matters, such designations are contingent on, subject to, and without waiver of Anadarko’s general objections described above. Additionally, Anadarko’s designations regarding Anadarko E&P Company, LP (“AEP”) are wholly contingent upon a determination by the court that issues relating to AEP are within the scope of the issues to be tried in Phase I of the trial and is by no means a concession on Anadarko’s part that those issues are or should be within that scope.