



APPEAL PANEL DECISION FORM

I. CLAIMANT AND CLAIM INFORMATION

| | | | |
|----------------------|-------------------------------------|---------------------|----------------------|
| Claimant Name | Last/Name of Business [REDACTED] | First [REDACTED] | Middle [REDACTED] |
| Claimant ID | [REDACTED] | Claim ID | [REDACTED] |
| Claim Type | Business Economic Loss | | |
| Law Firm | [REDACTED] | | |

II. DECISION

Select the Compensation Amount set forth in either BP's Final Proposal or the Claimant's Final Proposal as the final outcome on the claim and check the appropriate box to signify your decision.

| | | |
|--|------------------------------|--------------------|
| <input type="checkbox"/> BP's Final Proposal | Compensation Amount | \$22,370 |
| | Risk Transfer Premium | 1.50 |
| | Prior Payment Offset | \$0 |
| <input checked="" type="checkbox"/> Claimant's Final Proposal | Compensation Amount | \$41,348.67 |
| | Risk Transfer Premium | 1.50 |
| | Prior Payment Offset | \$0 |

III. PRIMARY BASIS FOR PANELIST DECISION

Please select the primary basis for your decision. You may also write a comment describing the basis for your decision.

- Error in documentation review.**
- Error in calculation.**
- Error in RT multiplier.**
- Error in Prior Spill-Related Payment Amount.**
- No error.**

Comment (optional):

See Decision Comment uploaded.

[REDACTED]

BP argues on this appeal that the Settlement Program erred in failing at the outset of its analysis to reallocate the claimant real estate business's cash-basis reported commissions so as to attribute them to the span of months over which they were earned. BP offers as its Final Proposal a reduced compensation amount derived from calculation that assume "that Claimant's properties are listed on the market, on average, for four months." BP's selected prime example of Claimant's transactions where receipt of the commission was disassociated from the real estate services by Claimant which facilitated the sale of the property, is a June 2009 receipted commission of \$26,687 for a property sold that month but which had been listed in August 2008. Claimant counters by offering the specifics of that transaction, documenting that in it Claimant represented the buyer, not the seller, and the purchase contract was signed May 28, 2009. Thus, Claimant successfully refutes BP's claim that for at least four months "Claimant provided real estate services in order to facilitate the sale of this property."

More generally, Claimant argues that the majority of a realtor's services are performed in the thirty days preceding the closing date. The time that a property is "on the market" will often have no connection to the duration of the particular realtor activities which led to the actual sale.

As a policy argument, Claimant argues:

Neither the Economic Property Damages Settlement Agreement as Amended on May 2, 2012 (hereinafter the "Settlement Agreement") nor Policy 495 adopt or authorize the customized matching methodology asserted by BP against the Claimant. Both BP and Claims counsel made written submissions responding to the draft of Policy 495. The Claims Administrator together with the Court Supervised Settlement Program (hereafter the "CSSP") reviewed the written submissions of BP and Class Counsel. As a result of the written submissions by BP and Claims Counsel, revisions were made to the draft of Policy 495. The final version of Policy 495 was adopted only after such thorough input, analysis, consideration and consultation. Policy 495 created a customized methodology for certain industries, which included construction, agriculture, education and professional services. Policy 495 does not create a customized methodology for real estate agents. The appeals process is not the proper venue to propose a customized and flawed methodology for real estate agents.

As noted, BP's Final Proposal employs the assumption that all of Claimant's closed transactions involved properties which had been on the market for four months. No empirical data is offered to support that hypothesis. Claimant's Final Proposal is selected under the Baseball Rules and the appeal is denied.