

**APPEAL PANEL DECISION FORM**

**I. CLAIMANT AND CLAIM INFORMATION**

<b>Claimant Name</b>	Last/Name of Business ██████████	First	Middle
<b>Claimant ID</b>	██████████	<b>Claim ID</b>	██████████
<b>Claim Type</b>	Business Economic Loss		
<b>Law Firm</b>	██████████		

**II. DECISION**

**Denial Upheld**

**Denial Overturned**

**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.

- Claim should have been excluded.**
- Claim should have been denied.**
- Claim should not have been excluded.**
- Claim should not have been denied.**
- No error.**

**Comment** *(optional)*:

See attached opinion uploaded in the portal.

DWH: [REDACTED]

Claim ID: [REDACTED]

Written Reasons and Opinion:

Claimant, a marine services and offshore charter enterprise appeals the denial of its Business Economic Loss claim. The Claims Administrator denied the claim because Claimant submitted a claim to the Gulf Coast Claims Facility, signed a general GCCF Release and Covenant Not to Sue and was paid on that release. Claimant's Requests for Re-Review and Reconsideration were denied on that same basis.

While Claimant, who is proceeding pro se, did not initially file an opening memorandum in support of its appeal explaining the basis for its appeal, in keeping with Settlement Agreement Exhibit 25, paragraph 3(B), it did submit two letter briefs in response to that of BP. In those documents, Claimant reported that it did not engage counsel because it understood that it did not need to and would be "much better off accepting what GCCF offers rather than going to court;" that money was needed immediately; that while it did receive \$52,331.52, that amount equaled only 15% of its total losses and that the release it signed "is invalid and unenforceable by reason of economic duress and lack of consent."

BP, of course, supports the decision of the Claims Administrator.

The record reflects that Claimant did submit a claim to the GCCF which was processed and resulted in a Final Payment Offer which Claimant elected to accept. On February 14, 2012, Claimant's Authorized Business Signatory and his spouse signed a GCCF Release and Covenant Not to Sue. While the record does not contain a copy of the check which evidences payment, Claimant does acknowledge being paid, as above noted.

Settlement Agreement Section 2.2.6 declares that any Natural Person or Entity who or that made a claim to the GCCF, was paid and executed a GCCF Release and Covenant Not to Sue is excluded from the Settlement Class, unless pursuing a Vessels of Opportunity Charter Payment claim or a Vessel Damage claim. Here, Claimant is pursuing a Business Economic Loss claim. Under the clear terms of the Settlement Agreement, Claimant is therefore excluded and may not recover.

For the foregoing reasons, this Claimant appeal cannot be sustained. Decision must be entered herein upholding denial of this claim.

Decision: November 14, 2014