

APPEAL PANEL DECISION FORM

I. CLAIMANT AND CLAIM INFORMATION

Claimant Name	Last/Name of Business ██████████	First ██████████	Middle ██████████
Claimant ID	██████████	Claim ID	██████████
Claim Type	Seafood Compensation Program		
Law Firm	██		

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)*:

The Claims Administrator denied this Seafood Compensation Program claim related to ownership of an oyster reef when it was discovered that the lease was held in the name of another individual. The Claimant attempted to explain that he and the record owner had entered into a "simulated sale" of the lease in order to circumvent the regulations of the Louisiana Department of Wildlife and Fisheries which limit the number of leases which may be held by one individual. Apparently, but not surprisingly, this fictitious transfer may be legal under Louisiana law depending upon the intent of the transferor. No matter, the Settlement Agreement, Exhibit 10 Section 6 a, requires a valid oyster lease entered into by the Claimant or the actual title for the leasehold identifying the Claimant as the lessee at the time of the spill. The Claimant admits he transferred his lease title to another person in 2007 and the transfer was recorded and enforceable but he continues to contend the sale was fictitious because he did not "intend" to give up his lease. Really? "oh what webs we weave when first we practice to deceive", Robert Burns. The denial is affirmed.