

## 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

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"/> <b>BP's Final Proposal</b>	<b>Compensation Amount</b>	<b>\$42,052</b>
	<b>Risk Transfer Premium</b>	.25
	<b>Prior Payment Offset</b>	\$0
<input checked="" type="checkbox"/> <b>Claimant's Final Proposal</b>	<b>Compensation Amount</b>	<b>\$66,405.05</b>
	<b>Risk Transfer Premium</b>	.25
	<b>Prior Payment Offset</b>	\$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 RTP multiplier.**
- Error in Prior Spill-Related Payment Amount.**
- No error.**

**Comment (optional):**

██████████ received a BEL award of \$66,405.05 pre-RTP. BP appeals and presents a final proposal of \$42,052.00. Appellant contends the Settlement Program did not adequately address a spike in expenses for Materials and Supplies during April and May 2010. In fact, the file reflects the Claims Administrator inquired about this issue and claimant responded the charges were due to loans it took out to pay off accounts it had previously defaulted on. According to BP, the AVM methodology which was utilized in this case does not address



this expense which should have been attributable to another year. The response from claimant's counsel was pretty thin, consisting mainly of references to the claimant friendly nature of the Settlement Agreement. However, counsel did point out the Program Accountants are accorded considerable discretion and the entries in question did not constitute "errors" as that term is defined under the Settlement Agreement. Accordingly, claimant argues, beyond the scope of "errors" and the application of the AVM methodology, there is no basis to overturn the conclusions from the Claims Administrator. This Panelist agrees there is not grounds to upset the award, when BP can only speculate about when the debts in question were actually incurred. Additionally, BP's counter-proposal is pulled out of thin air with no basis to support its number. Under these circumstances, there is a finding in favor of Claimant's final number in the context of this baseball appeal. Accordingly, BP's appeal is dismissed and the award in favor of the claimant is affirmed.