

## APPEAL PANEL DECISION FORM

### I. CLAIMANT AND CLAIM INFORMATION

<b>Claimant Name</b>	<small>Last/Name of Business</small> [REDACTED]	<small>First</small> [REDACTED]	<small>Middle</small> [REDACTED]
<b>Claimant ID</b>	[REDACTED]	<b>Claim ID</b>	[REDACTED]
<b>Claim Type</b>	Seafood Compensation Program		
<b>Law Firm</b>	[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 checked="" type="checkbox"/> <b>BP's Final Proposal</b>	<b>Compensation Amount</b>	<b>\$(644.58)</b>
	<b>Risk Transfer Premium</b>	<b>8.75</b>
	<b>Prior Payment Offset</b>	<b>\$149,500</b>
<input type="checkbox"/> <b>Claimant's Final Proposal</b>	<b>Compensation Amount</b>	<b>\$77,522</b>
	<b>Risk Transfer Premium</b>	<b>8.75</b>
	<b>Prior Payment Offset</b>	<b>\$149,500</b>

### 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)*:

██████████ - Claim ID ██████████

The Claims Administrator initially issued an Eligibility Notice and award of \$85,538.40 on this combined harvester and leaseholder Seafood Compensation claim. On reconsideration, the Administrator revised the calculation which resulted in a Post-Reconsideration award of -\$644.58. Claimant appeals.

Claimant raises two principal assignments of error. First, he argues that the Administrator failed to include oysters harvested from his private leasehold interests by the Vessel ██████████. The Administrator did include the proceeds of oyster harvesting by ██████████ other vessels owned by the Claimant. Although the ██████████ vessel was admittedly ██████████, Claimant argues that it was in service in 2007 and its harvesting proceeds should have been included in his Benchmark revenue. Claimant explains that he is not attempting to collect for the ██████████ as a vessel owner but only as a leaseholder.

Claimant also assails the Administrator's exclusion of harvesting revenue from the other two vessels which, according to Claimant, undervalued this figure for the Benchmark Period. BP counters that under the Settlement Agreement, a Seafood claimant is required to establish ownership of each vessel during the time period from April 20, 2010 to December 31, 2010. Hence, the fact that Claimant sold the ██████████ in 2008 required the Settlement Program to exclude revenue from the vessel from its calculation. On this issue, BP is correct.

Additionally, BP points out that the harvesting revenue excluded by the Administrator represented seafood that was landed outside the Gulf Coast Areas. Again, BP is correct. Under Exhibit 10, the Oyster Compensation Plan allows compensation only for oysters landed in the Gulf Coast Areas. Because the record indicates that approximately \$72,000 of oyster revenue was derived

from landings in areas of Texas that are outside the Gulf Coast Areas, the Administrator was correct in excluding it.

There has been no showing that the Claims Administrator erred in the calculation of this claim or that remand is appropriate. Accordingly, BP's Final Proposal is the correct choice.