

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)*:

Claimant ██████████ is an oyster boat captain harvesting and selling oysters while conducting his fishing business as ██████████. As a result he made a Seafood Compensation claim in the GCCF for which he received a Quick Payment and signed the appropriate release. Thereafter, the undisputedly same entity filed a claim within the Deepwater Horizon Program and the Settlement Administrator issued an Eligibility Notice. Claimant accordingly executed and returned the Full and Final Settlement, Release, and Covenant Not to Sue. Before payment issued, the Settlement Program realized the redundancy of identity of Claimant with the entity that received the GCCF payment and issued Denial Notice in this claim as well as a related claim ██████████ on grounds that Claimant was excluded from the class as a result of the prior payment and under the authority of the Settlement Agreement. Claimant appeals first asserting procedurally there is a pending Motion to Enforce Settlement Agreement before Judge Barbier, and until that motion is heard further processing of this claim must be suspended. Under the Appeal Rules, specifically Rules 7(c) and Rule 22, there is no involvement by the District Court until all procedural remedies with the Appeal panel are exhausted. Thus the pending District Court Motion is of no consequence to deciding this appeal on its merits. More substantively, Claimant asserts that denial of claim was inappropriate because he was offered payment by the Settlement Program, executed a full and final release under the terms and conditions of the Settlement Agreement, and contractually he is entitled



to compensation as fulfillment of that contract. However, as asserted by BP, and concurred in by this Panelist, Claimant is by the express terms of the Settlement Agreement not a member of the Economic Class as a result of his acceptance of GCCF compensation and execution of the release therein. The fact that the Settlement Program did not become aware of Claimant's exclusion until after an Eligibility Notice had erroneously been issued in one of his claims, does not render Claimant a class member. Because Claimant was never a part of the class, the Settlement Program lacked legal authority to issue him any award and the release that Claimant subsequently signed was invalid. Accordingly the Settlement Program was correct in denying Claimant's appeal, and its decision is hereby affirmed.