

APPEAL PANEL DECISION FORM

I. CLAIMANT AND CLAIM INFORMATION

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

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 a [REDACTED] oyster boat captain who makes a Seafood Compensation Program claim that was originally allowed by the Program vendors. Later, prior to payment, the award was revoked on a finding that the claim was duplicative of losses paid to Claimant under the GCCF program. Claimant appeals (and makes a similar appeal as a boat lessee in Claim ID [REDACTED]) on the grounds that after initial issuance of an Eligibility Notice he was remitted and executed a release. In its standard form, that document included language to the effect that it superseded all prior agreements, which Claimant uses to argue the inapplicability of the prior GCCF release. As such, he has filed a Motion in the District Court to Enforce the Settlement Agreement, and avers that this panel is powerless to rule on his appeal until the Court rules on his motion. A review of pertinent provisions in the Rules Governing the Appeals Process, and specifically Rules 7(c) and Rule 22, indicates, in the opinion of this panelist, that Claimant has no basis on which to seek recourse from the Court until his appeals are exhausted before this panel. Thus, we will proceed to rule on this matter on the merits. The record reflects that under the name [REDACTED], using the same Social Security as used herein, Claimant filed a GCCF claim and received a Quick Payment thereunder, executing a release in his name. Once this occurred, Section 2.2.6 of the Settlement Agreement bars his further participation in the Program. The Program vendors acted appropriately in denying his claim and revoking the erroneous Eligibility Notice upon realizing that the claim was



duplicative of Claimant's GCCF claim. As such, their actions are hereby affirmed.