

APPEAL PANEL DECISION FORM

I. CLAIMANT AND CLAIM INFORMATION

Claimant Name	Last/Name of Business ██████████	First ██████████	Middle ██████████
Claimant ID	██████████	Claim ID	██████████
Claim Type	Business Economic Loss		
Law Firm	██		

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"/> BP's Final Proposal	Compensation Amount	\$0
	Risk Transfer Premium	2.00
	Prior Payment Offset	\$95,500
<input checked="" type="checkbox"/> Claimant's Final Proposal	Compensation Amount	\$45,601.60
	Risk Transfer Premium	2.00
	Prior Payment Offset	\$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):

BP appeals the BEL claim award to ██████████, the owner operator of ██████████ in ██████████. BP's sole ground of appeal is that the Settlement Program ("the SP") didn't enforce a Release the principals of ██████ had executed to the GCCF and thereby deny the corporate claim.. BP first says that ██████ received a at total of \$75,500 from the GCCF. The SP actually charged ██████ with having received a total of \$80,000 from the GCCF. Significantly, those payments were received by way of "Interim Claim" awards for



which the GCCF associated forms advised ■■■ "you will NOT be required to execute a Release or waive any rights." The only executed release document BP references is that associated with a claim filed by ■■■ in connection with his GCCF claim for an emergency advance of \$5000 for lost earnings or profits in his capacity as "Owner/Chef Restaurant" of the subject restaurant, in connection with which he said he had been earning \$3,200 monthly. Mr. ■■■ signed a "Quick Payment Final Claim Form" to receive that \$5,000 payment and signed the associated release document, as did his wife as his spouse. (BP says he received \$20,000 but that is not confirmed by the documents it submits with its contesting Initial Proposal; the amount is irrelevant, however, given that the BP's focus is not on the amount of any offset due but on the notion that ■■■ has foreclosed its right to pursue the present claim by Mr ■■■'s execution of the release instrument and Mrs. ■■■'s signing of it it as his spouse, given that because they are the co-owners of the corporate claimant; BP says that they have thereby cut off its right to file a claim.) The SP identified all sums that ■■■ had received from BP and the GCCF (all without ■■■ having to execute any sort of release or waiver) and charged them against ■■■'s BEL claim to the combined tune of \$95,500. That left the Compensation Amount the SP awarded of \$45,601.60, which is the Final Proposal ■■■ submits. BP submits a Final Proposal Compensation Amount of "\$0," consistent with its contention that ■■■ if barred from any recovery by virtue of the release Mr. ■■■ signed and Mrs. ■■■ countersigned. They signed that release as individuals, not as owners of ■■■ or on its behalf. Mr. ■■■'s claim for loss of earnings as "owner/chef" are not the same as the entity's present claim. The release by Mr. ■■■ (and the legal effect of Mrs. ■■■'s co-signing of the release need not be analyzed for the purposes of this decision) did not bar the corporate entity under the terms of the Settlement Agreement and recent rulings by the supervising District Court. Under the controlling Baseball Process the Final Proposal of ■■■ is accepted over that of BP and the appeal is denied.