

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

In Re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010	*	MDL 2179
	*	SECTION: J(2)
Applies to:	*	JUDGE BARBIER
Nos. 12-970, 15-4143, 15-4146, 15- 4654	*	MAG. JUDGE CURRAULT

CLAIMS APPEAL DETERMINATION AND REASONS

[Halliburton and Transocean Settlements]

Re: [REDACTED]
Claim No. [REDACTED], Transaction No. 20

[REDACTED] ([REDACTED]) appeals the denial of its Real Property Sales claim in the Halliburton and Transocean Settlements.¹

The Real Property Sales claim framework is meant to compensate claimants who sold property at a reduced price due to the 2010 oil spill. A key requirement is that the sale must have closed between April 21, 2010 and December 31, 2010.² At issue is whether [REDACTED] established that it sold property during this period.

[REDACTED] represented in its claim form that it sold certain property in Pensacola, FL on July 1, 2010. However, the documentation [REDACTED] submitted with its claim form does not support this. In fact, there is a letter dated June 9, 2010 indicating that a potential buyer refused to go forward with the planned purchase of the property.³ The Settlement Program issued a deficiency notice stating it could not

¹ See Settlements § 8(e) (Rec. Docs. 14644, 153221); Order of 6/01/20 (Rec. [Doc. 26512](#)).

² See DHEPDS Settlement, Ex. 13A § D(b) (Rec. [Doc. 6430-30](#)); New Class Distribution Model at 5, 10 (Rec. [Doc. 18797](#)).

³ Claim Form p. 211.

process ██████'s claim because it had not provided “a closing statement/HUD-1” for the subject property. The notice warned ██████ that if it did not cure the deficiency within twenty days, its claim would be denied. ██████ did not provide the requested document by this deadline, and the Settlement Program denied the claim.

██████ filed an administrative appeal and submitted two HUD-1s. First, ██████ provided the HUD-1 from when it purchased the property in 1998—which obviously does not prove that ██████ sold the property in 2010.⁴ ██████ emailed a second HUD-1 to the Settlement Program on December 10, 2018.⁵ Although this HUD-1 reflects a closing date of July 1, 2010, it is not signed by ██████ or the buyer. Consequently, this document also does not prove that the property was sold during the relevant period. The Settlement Program denied ██████'s appeal because “the claim still lacks the required documentation to establish eligibility for compensation.”

██████'s Court Review Request relies on the same *unsigned* HUD-1 that it sent to the Settlement Program on December 10, 2018. Again, this document does not establish that ██████ sold the property during the relevant time. Furthermore, the record provided to the Court contains a screenshot from the Escambia County Property Appraiser's website that indicates ██████ owned the subject property continuously from 1998 until 2017.⁶

⁴ This document is attached to Millennium's appeal form.

⁵ See Admin Mail 6.

⁶ See document labeled “Appraisal Image” in Claim File.

Accordingly,

IT IS ORDERED that the Settlement Program's decision is AFFIRMED, and

██████████'s claim shall remain DENIED.

New Orleans, Louisiana, this 29th day of January, 2021.


United States District Judge