

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

United States Court of Appeals
Fifth Circuit

FILED

August 16, 2019

Lyle W. Cayce
Clerk

No. 18-31133

Summary Calendar

CLAIMANT ID 100251401,

Requesting Party - Appellant

v.

BP EXPLORATION & PRODUCTION, INCORPORATED;
BP AMERICA PRODUCTION COMPANY; BP, P.L.C.,

Objecting Parties - Appellees

Appeal from the United States District Court
for the Eastern District of Louisiana
USDC No. 2:18-CV-8147

Before JONES, HIGGINSON, and OLDHAM, Circuit Judges.

PER CURIAM:*

This is an appeal from the district court's denial of the Appellant's petition for discretionary review of an Appeal Panel decision under the *Deepwater Horizon* Economic and Property Damages Settlement ("Settlement Agreement"). The Appellant disputes the Appeal Panel's classification of certain of the Appellant's cows as depreciable assets rather than revenue. The Appellant also alleges that the Appeal Panel failed to conduct a proper analysis

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

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of the claimant's revenue under the V-shaped causation test. There is additionally a motion to unseal the case.

This court reviews a district court's denial of discretionary review for abuse of discretion. See *Claimant ID 100212278 v. BP Expl. & Prod., Inc.*, 848 F.3d 407, 410 (5th Cir. 2017). A district court abuses its discretion if an Appeal Panel decision not reviewed by the district court contradicted or misapplied the Settlement Agreement or had the clear potential to contradict or misapply the Settlement Agreement. *Holmes Motors, Inc. v. BP Expl. & Prod., Inc.*, 829 F.3d 313, 315 (5th Cir. 2016) (citation omitted). A district court also abuses its discretion if it denies a request for review that "raises a recurring issue on which the Appeal Panels are split if the resolution of the question will substantially impact the administration of the Agreement." *Claimant ID 100212278*, 848 F.3d at 410 (internal quotation marks and citation omitted). Nevertheless, the district court need not grant review of all claims that raise questions about the proper interpretation of the Settlement Agreement and does not abuse its discretion if it denies a request for review that "involves no pressing question of how the Settlement Agreement should be interpreted and implemented, but simply raises the correctness of a discretionary administrative decision in the facts of a single claimant's case." *Id.* (internal quotation marks, brackets, and citation omitted).

Because the issues raised in this case are fact-specific, centered around the Appeal Panel's analysis of a claimant's financials, and do not implicate an Appeal Panel split or a misapplication of the Settlement Agreement as a matter of law, this court **AFFIRMS** the district court's denial of review because its decision was not an abuse of discretion. Appellee's request to unseal the case is **GRANTED**.