

**AFFIDAVIT OF FEMA WHISTLEBLOWER #1**

I, [REDACTED] being duly sworn, do hereby depose and state the following:

1. I am presently [REDACTED] years old and reside in [REDACTED].
2. I worked for OST, Inc. (“OST”), in connection with the Federal Emergency Management Agency’s (“FEMA”) Hurricane Sandy Claims Review (“SCR”) process from approximately September 2015 to January 2016.
3. My job title while employed in connection with the SCR was flood manager, and my primary responsibilities included supervising desk auditors and reviewing desk auditor’s initial results.
4. I have approximately 20 years’ experience evaluating and adjusting residential property damage in connection with insurance claims. I have adjusted and/or reviewed approximately 15,000 of claims during that time.
5. My qualifications for my work on the SCR include approximately 30 certifications for disaster relief programs and I am a flood certified adjuster.
6. I did adjust claims on behalf of FEMA’s Write Your Own (“WYO”) insurers in connection with Hurricane Sandy before my employment in connection with the SCR.
7. I reviewed approximately 1,000 flood insurance claims during my employment on the SCR.
8. The SCR is deigned to systematically underpay homeowners.
9. While reviewing claims for the SCR, I received instructions from my superiors at OST and from FEMA managers to exclude from the payment recommendations items that are covered under FEMA’s Standard Flood Insurance Policies (“SFIP”).

10. While reviewing claims for the SCR, I also received instructions not to conduct a comprehensive evaluation of claims assigned to me in order to identify each item of property damage subject to insurance coverage, but rather was told to use software developed for the SCR by McKinsey & Company (“McKinsey”) that produced a range of expected values for each claim based on the property’s square footage and approximate quality of construction. I was directed to tailor my evaluation to fall within this range even if I identified additional covered damage that warranted insurance coverage.

11. If I submitted a recommendation for payment on a claim that exceeded the range generated by the McKinsey threshold software, FEMA would not approve it and directed me to have the desk auditor revise the findings to fit within the threshold generated by the McKinsey software.

12. Other reviewers received these same instructions, which reflected the SCR’s general operating procedure. The express purpose of these instructions was to limit the payments made on each claim that I reviewed.

13. Many other reviewers working for the SCR lacked significant experience evaluating flood insurance claim damage. Many were not FEMA flood certified.

14. Other reviewers working for the SCR had worked for WYO insurers adjusting Hurricane Sandy claims before working for the SCR.

15. I left the SCR because I believe that it was not reviewing claims in accordance with accepted industry procedures or the SFIPs’ requirements. Rather, it was an elaborate process designed to justify minimal payments to policyholders irrespective of the actual merits of their claims.

I declare under penalty of perjury that the information contained in this affidavit is true and correct to the best of my current knowledge and belief.

