

AFFIDAVIT OF FEMA WHISTLEBLOWER #2

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 4-20-2015 to 3-24-2016.
3. My job title while employed in connection with the SCR was **Case Manager**, and my primary responsibilities included **communicating with the policyholder to discuss all aspects of their Sandy claim including but not limited to explaining process, determining primary concerns, obtaining information and documentation regarding damages and cost of repairs as completed to date, renewing original file including estimates and/or supplements as directed by FEMA and reviewing recommendations once approved by FEMA with the policyholders and their options.**
4. I have approximately **15** years' experience evaluating and adjusting residential property damage in connection with insurance claims. I have adjusted approximately **6,000** of claims during that time.
5. My qualifications for my work on the SCR included **FEMA flood certification for residential, commercial, mobil homes and RCBAP. I have worked all types of flooding cents including major events over a 15 year period involving large losses and total destruction of covered properties.**
6. I **did not** 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 **80-90** flood insurance claims during my employment on the SCR.
8. While reviewing claims for the SCR, I received instructions from my superiors at OST and from FEMA managers of the SCR to exclude from my payment recommendations items that should have been covered under FEMA's Standard Flood Insurance Policies ("SFIP").
9. 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 damage that warranted insurance coverage.
10. If I submitted a recommendation for payment on a claim that exceeded the range generated by the McKinsey threshold software, my supervisor and FEMA would not approve it and direct me to revise my findings.
11. 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.
12. Many other reviewers working for the SCR lacked significant experience evaluating flood insurance claim damage.

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

14. 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.

