

U.S. Department of  
Homeland Security

**United States  
Coast Guard**



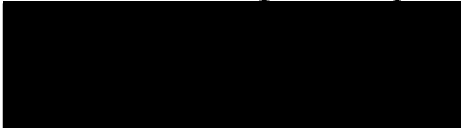
Director  
United States Coast Guard  
National Pollution Funds Center

NPFC CA MS 7100  
US COAST GUARD  
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Arlington, VA 20598-7100  
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CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
Number: 7010 1060 0001 7082 9147

5890/DWHZ  
09 April 2012

American Consulting & Development Company LLC



RE: Claim Number: N10036-1312

Dear Mr. Doussan:

The National Pollution Funds Center (NPFC), in accordance with the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq. (OPA) and the associated regulations at 33 C.F.R. Part 136, denies payment on claim number N10036-1312 involving the Deepwater Horizon oil spill. Please see the enclosed Claim Summary/Determination Form for further explanation.

You may make a written request for reconsideration of this claim. The reconsideration must be received by the NPFC within 60 days of the date of this letter and must include the factual or legal basis of the request for reconsideration, providing any additional support for the claim. However, if you find that you will be unable to gather particular information within the time period, you may include a request for an extension of time for a specified duration with your reconsideration request.

Reconsideration of the denial will be based upon the information provided. A claim may be reconsidered only once. Disposition of that reconsideration in writing will constitute final agency action. Failure of the NPFC to issue a written decision within 90 days after receipt of a timely request for reconsideration shall, at the option of the claimant, be deemed final agency action. All correspondence should include claim number N10036-1312.

Mail reconsideration requests to:

Director (ca)  
NPFC CA MS 7100  
US COAST GUARD  
4200 Wilson Blvd, Suite 1000  
Arlington, VA 20598-7100

Sincerely,



Claims Adjudication Division  
National Pollution Funds Center  
U.S. Coast Guard

Enclosure: Claim Summary/Determination Form

## CLAIM SUMMARY / DETERMINATION FORM

Claim Number	N10036-1312
Claimant	American Consulting & Development Company LLC
Type of Claimant	Private (US)
Type of Claim	Loss of Profits and Impairment of Earnings Capacity
Amount Requested	\$4,212,751.90

### ***FACTS***

On or about 20 April 2010, the Mobile Offshore Drilling Unit Deepwater Horizon (Deepwater Horizon) exploded and sank in the Gulf of Mexico. As a result of the explosion and sinking, oil was discharged. The Coast Guard designated the source of the discharge and identified BP as a responsible party (RP). BP accepted the designation and advertised its OPA claims process. On 23 August 2010, the Gulf Coast Claims Facility (GCCF) began accepting and adjudicating certain individual and business claims on behalf of BP.

### ***CLAIM AND CLAIMANT***

On 07 February 2011, American Consulting & Development Company LLC (the Claimant) presented an optional Oil Spill Liability Trust Fund (OSLTF) claim form seeking \$4,212,751.90 in loss of profits and impairment of earning capacity damages to the National Pollution Funds Center (NPFC) alleging damages resulting from the Deepwater Horizon oil spill.

The Claimant asserts that the Vessels of Opportunity (VoO) program used his property at 3500 Gregory Drive Pass Christian, Mississippi for 159 days<sup>1</sup> at \$26,008.84<sup>2</sup> a day totaling \$4,135,405.56. Furthermore the Claimant made repairs and improvements to his property for vessel departures and personnel as an asserted staging area in the amount of \$77,346.41.<sup>3</sup> The two costs total \$4,212,751.90 which is the sum of the Claimants alleged damages before the NPFC. The Claimant asserts that his authorization for the build out expenses and the 159 days of using his property where from his existing Master Vessel Charter Agreement (MVCA) executed 05 May 2010 between the Vessel of Opportunity (VoO) program and the Claimant.

### ***APPLICABLE LAW***

Under the Oil Pollution Act of 1990 (OPA), at 33 U.S.C. § 2702(a), responsible parties are liable for removal costs and damages resulting from the discharge of oil into or upon the navigable waters or adjoining shorelines or the exclusive economic zone, as described in § 2702(b) of OPA.

The OSLTF which is administered by the NPFC, is available, pursuant to 33 U.S.C. § 2712(a)(4) and § 2713 and the OSLTF claims adjudication regulations at 33 C.F.R. Part 136, to pay claims for uncompensated damages.

Under 33 C.F.R. § 136.201 a claim for Removal Costs may be presented by any claimant. In order to be successful, a claimant must establish, *inter alia*:

<sup>1</sup> 31 May 2010 (alleged call from MR. Hugh to the Claimant) through 05 November 2010 (decontamination of vessels)

<sup>2</sup> 9.24 cents per square foot multiplied by 281,481 square feet equals \$26,008.84 per day.

<sup>3</sup> Invoice to VoO dated 22 November 2010.

- (a) That the actions taken were necessary to prevent, minimize, or mitigate the effects of the incident;
- (b) That the removal costs were incurred as a result of these actions;
- (c) That the actions taken were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC.

Under 33 C.F.R. § 136.205, the amount of compensation allowable is the total of uncompensated reasonable removal costs of actions taken that were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC. Except in exceptional circumstances, removal activities for which costs are being claimed must have been coordinated with the FOSC.

Another type of damages available pursuant to 33 C.F.R. §136.231 is a claim for loss of profits or impairment of earning capacity due to injury to or destruction of natural resources.

Under 33 C.F.R. § 136.233 a claimant must establish the following:

- (a) That real or personal property or natural resources have been injured, destroyed, or lost.
- (b) That the claimant's income was reduced as a consequence of injury to, destruction of, or loss of property or natural resources, and the amount of that reduction.
- (c) The amount of the claimant's profits or earnings in comparable periods and during the period when the claimed loss or impairment was suffered, as established by income tax returns, financial statements, and similar documents. In addition, comparative figures for profits or earnings for the same or similar activities outside of the area affected by the incident also must be established.
- (d) Whether alternative employment or business was available and undertaken and, if so, the amount of income received. All income that a claimant received as a result of the incident must be clearly indicated and any saved overhead and other normal expenses not incurred as a result of the incident must be established.

Under 33 C.F.R. § 136.105(a) and § 136.105(e)(6), the claimant bears the burden of providing to the NPFC, all evidence, information, and documentation deemed necessary by the Director, NPFC, to support the claim.

Under 33 C.F.R. § 136.235, the amount of compensation allowable for a claim involving loss of profits or impairment of earning capacity is limited to the actual net reduction or loss of earnings or profits suffered. Calculations for net reductions or losses must clearly reflect adjustments for-

- (a) All income resulting from the incident;
- (b) All income from alternative employment or business undertaken;
- (c) Potential income from alternative employment or business not undertake, but reasonably available;
- (d) Any saved overhead or normal expenses not incurred as a result of the incident; and
- (e) State, local, and Federal taxes.

## ***DETERMINATION OF LOSS***

### **Claimant's Submission to the OSLTF**

To support its claim, the Claimant presented the evidence listed in Enclosure 1

The Claimant seeks lost profits and impairment of earning capacity damages in the amount of \$4,212,751.90.

Information provided by the Claimant indicates that he filed a claim in the multidistrict litigation now pending in the United States District Court for the Eastern District of Louisiana (MDL-2179 In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf Of Mexico, on April 20, 2010) against BP (the "MDL") on 20 April 2011. Although under the statute, the NPFC may not approve and certify the payment of a claim during the pendency of an action by the person in court to recover costs which are the subject of the claim, the NPFC may adjudicate such a claim to determine whether it may be compensable. Where appropriate, such a claim may be denied.

Prior to presenting its claim to the NPFC, the Claimant filed for a One Month Emergency Advance Payment (EAP1) with the GCCF for Real Property damages on 10 September 2010 in the amount of \$12,000,000.00.<sup>4</sup> The Claimant was assigned GCCF Claimant ID #3011863 and the EAP1 was assigned GCCF Claim #61392. This claim was denied.<sup>5</sup> Additionally, the Claimant filed a Six Month Emergency Advance Payment claim (EAP2) for Lost Wages/Earnings on 10 September 2010 in the amount of 0.00, which was assigned GCCF Claim # 61527. This claim was denied.<sup>6</sup> Further the Claimant filed five Supplemental Claims (S1-5) on 30 November 2010 each in the amount of \$2,000,000 for Lost Wages/Earnings, all of which were denied.<sup>7</sup> Additionally the Claimant filed a Six Month Emergency Advance Payment (EAP3) with the GCCF for Lost Wages/Earnings on 17 November 2010 in the amount of \$582,600.00.<sup>8</sup> This claim was assigned Claimant ID # 3409162 and Claim# 484507, this claim was also denied.<sup>9</sup> Under Claimant ID # 3409162 the Claimant filed two Interim Claims; the first on 24 May 2010 which was assigned GCCF Claim # 9388598 (ICQ22011) and the second on 19 July 2011 which was assigned GCCF Claim # 9420554 (ICQ32011); both claims were for Lost Wages/Earnings.<sup>10</sup> ICQ22011 was denied and ICQ32011 was received by the GCCF and is still under review.<sup>11</sup>

Based upon the evidence provided by the Claimant, the subject matter for several of the Claimant's GCCF claims is the same as the subject matter of his claim before the NPFC, i.e., that the Claimant seeks damages arising from a loss of earnings and property use costs associated with the VoO and wildlife rescue activities that occurred on his property located at Pass Christian, Mississippi, and relating to the Deepwater Horizon incident.

The NPFC deems each of the Claimant's nine denied GCCF claims to be properly presented to the responsible party and properly presented to the NPFC to the extent that the subject matter of those claims relates to the losses claimed in his claim to the NPFC. Accordingly, this Claim Summary determination for NPFC Claim N10036-1312 considers and addresses the damages

<sup>4</sup> Report from the GCCF dated 23 January 2012.

<sup>5</sup> Report from the GCCF dated 23 January 2012.

<sup>6</sup> Report from the GCCF dated 23 January 2012.

<sup>7</sup> GCCF Claim#s 4026240, 4026242, 4026245, 4026247, 4026248.

<sup>8</sup> Report from the GCCF dated 23 January 2012.

<sup>9</sup> Report from the GCCF dated 23 January 2012.

<sup>10</sup> Report from the GCCF dated 23 January 2012.

<sup>11</sup> Report from the GCCF dated 23 January 2012.

claimed in the nine denied claims presented to the responsible party, specifically; GCCF Claim #'s 61392 (EAP1), 61527 (EAP2), 4026240 (S1), 4026242 (S2), 4026245 (S3), 4026247 (S4), 4026248 (S5), 484507 (EAP3), and 9388598 (ICQ32011).

### **NPFC Determination**

Under 33 C.F.R. § 136.105(a) and § 136.105(e)(6), the claimant bears the burden of providing to the NPFC all evidence, information, and documentation deemed necessary by the Director, NPFC, to support the claim. The NPFC considered all the documentation submitted by the Claimant.

This claim is denied because it is not OPA compensable as either a removal cost or as lost profits and earnings claim. As an initial matter, the Claimant has not lost profits and earnings as a result of the oil spill but instead was provided with an opportunity to profit from the oil spill through the VoO program. Additionally, as explained below and based upon the evidence provided, the Claimant is not compensable under a removal cost theory because he offered the use of his property on a voluntary basis. Alternatively, the use of the Claimant's property as a staging area for wildlife rescue operations was envisioned by the Master Vessel Charter Agreement and compensated through the fixed rates established in Exhibit A of that agreement.

#### Claimant's Failure to Discuss Compensation Appears to be a Voluntary Offering:

The Claimant executed a Master Vessel Charter Agreement (MVCA) with Vessel of Opportunity program (VoO) dated 05 May 2010.<sup>12</sup> The MVCA was for three vessels and two skiffs accompanying two of the three vessels. The site map for 3500 Gregory Drive Pass Christian, Mississippi was attached at the end of the MVCA.<sup>13</sup> The Claimant asserts that under the MVCA, he was first authorized to perform the build-out<sup>14</sup> and use of his property as a staging area on 07 May 2010<sup>15</sup> when "Michelle from BP called and activated the MVCA by employing all of the vessels for a two year period."<sup>16</sup>

The Claimant states that he was rotated out of the VoO program for a couple weeks by Mr. Joe Labo of BP on 24 May 2010.<sup>17</sup> The Claimant responded by personally visiting Mr. Labo in Mobile Alabama, several times, and he spoke with Mr. Labo on his third visit on 26 May 2010.<sup>18</sup> Mr. Labo informed the Claimant that "they were just simply rotating Vessels in and out of deployment" and that the Claimant "was to keep his crews together."<sup>19</sup> The Claimant asserts the second authorization for the build-out and use of his property as a staging area was on 31 May 2010 when "Mr. Hugh/Mr. Schubert ordered the staging area for [U.S. Fish and Wildlife Service (USFWS)] deployment."<sup>20</sup>

The Claimant states that he sent "pictures to Mr. Joe Labo of BP and Mr. Zack Greenawalt of BP ... if they were not willing to pay for this service, they should have contacted me to halt the operations."<sup>21</sup> Furthermore the Claimant states that he followed Mr. Hugh's instructions and Mr.

<sup>12</sup> Master Vessel Charter Agreement dated 05 May 2010.

<sup>13</sup> Master Vessel Charter Agreement dated 05 May 2010 with Exhibits A&B and site map see answer to question 9 page 17 of the Claimant's letter to the NPFC dated 14 October 2011.

<sup>14</sup> Invoice to VoO dated 22 November 2010.

<sup>15</sup> See Answer 4 on pages 15-16 of the Claimant's letter to the NPFC dated 14 October 2011.

<sup>16</sup> See Answer 9 on pages 17-18 of the Claimant's letter to the NPFC dated 14 October 2011.

<sup>17</sup> See Answer 5 on page 3 of the Claimant's letter to the NPFC dated 14 October 2011.

<sup>18</sup> See Answer 5 on page 5 of the Claimant's letter to the NPFC dated 14 October 2011.

<sup>19</sup> See Answer 5 on page 5 of the Claimant's letter to the NPFC dated 14 October 2011.

<sup>20</sup> See Answer 9 on page 18 of the Claimant's letter to the NPFC dated 14 October 2011.

<sup>21</sup> See Answer 5 on page 6 of the Claimant's letter to the NPFC dated 14 October 2011.

Schubert “ordered my property as a staging area” and “I could not say no, I had to live up to my contractual obligation with BP as per the MVCA.”<sup>22</sup> The Claimant goes on to assert that Mr. Hugh with BP “should have called me back to discuss compensation for Mr. Hugh with BP is the person who ordered me to contact Mr. Steve Schubert and to give Mr. Schubert what Mr. Schubert wanted or needed.”<sup>23</sup> By Claimant’s own admission, compensation was not discussed for the use of his property as a staging area or for the build-out of his property and the improvements made to mooring facilities to effect wildlife rescue operations.<sup>24</sup>

NPFC staff contacted Mr. Schubert with the USFWS on 29 August 2011.<sup>25</sup> Mr. Schubert did not recall a Mr. Hugh from BP but did remember speaking with the Claimant about his property.<sup>26</sup> Mr. Schubert informed the NPFC that the USFWS had been looking for a property in the geographical center of Mississippi due to restrictions on wildlife rescue personnel not being allowed to cross state lines.<sup>27</sup> Mr. Schubert stated that the property was “perfect,” not because of the attributes of the property itself, but because of the property’s location in the geographical center of Mississippi.<sup>28</sup> Mr. Schubert stated the Claimant said “he could make the property real nice” including a gravel road.<sup>29</sup> According to Mr. Schubert, he told the Claimant that such an improvement would be nice but that he did not specifically authorize the Claimant to carry out improvement activities.<sup>30</sup> Mr. Schubert merely acknowledged the suitability of the location and then notified VoO providers through the ICS 213 resource request process that he would need a specific number of boats to provide wildlife rescue transportation from that location.<sup>31</sup> Thus, according to Mr. Schubert, he did not authorize or intend for the Claimant to improve his property, but instead submitted his request to use the location for wildlife rescue operations per standard incident protocol.<sup>32</sup>

The NPFC notes that Article 2 of the MVCA entitled “Employment and Services of Vessel” includes “assistance with wildlife operations” as one of the services that charterers might be called upon to perform. Here, the evidence provided by the Claimant indicates that he did not discuss the costs associated with the use of his property as a staging area or mooring facility with either USFWS officials or with BP or BP’s agents at any time prior to his making the improvements or using the property for wildlife rescue activities. Instead, from the evidence presented, it appears that the Claimant volunteered the use of his property as a launching point for wildlife operations associated with the use of his vessels under the VoO contract, possibly as an inducement to ensure that the VoO program managers would maintain the Claimant’s active status in the VoO program.

#### Costs Associated with Build Out and Use of Claimant’s Property are Covered Under the MVCA

The MVCA covered the rates for the vessels but has no rate for a staging area or improvements of a build-out.<sup>33</sup> The Claimant argues that the language of the MVCA’s article 11 entitles him to

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<sup>22</sup> See Answer 6 on page 10 of the Claimant’s letter to the NPFC dated 14 October 2011.

<sup>23</sup> See Answer 1 on page 14 of the Claimant’s letter to the NPFC dated 14 October 2011.

<sup>24</sup> See Answer 1 on page 14 of the Claimant’s letter to the NPFC dated 14 October 2011.

<sup>25</sup> Phone conversation between NPFC staff and USFW Mr. Schubert 29 August 2011.

<sup>26</sup> Phone conversation between NPFC staff and USFW Mr. Schubert 29 August 2011.

<sup>27</sup> Phone conversation between NPFC staff and USFW Mr. Schubert 29 August 2011.

<sup>28</sup> Phone conversation between NPFC staff and USFW Mr. Schubert 29 August 2011.

<sup>29</sup> Phone conversation between NPFC staff and USFW Mr. Schubert 29 August 2011.

<sup>30</sup> Phone conversation between NPFC staff and USFW Mr. Schubert 29 August 2011.

<sup>31</sup> Phone conversation between NPFC staff and USFW Mr. Schubert 29 August 2011.

<sup>32</sup> Phone conversation between NPFC staff and USFW Mr. Schubert 29 August 2011.

<sup>33</sup> Master Vessel Charter Agreement dated 05 May 2010 with Exhibits A&B and site map. See Rate Sheet.

compensation for the use of his property as a staging area and for the build-out costs to improve the property for wildlife rescue operations totaling \$4,212,751.90.<sup>34</sup>

Article 11 states in part:

“CHARTERER shall pay for all port fees and moorage that may be incurred as a direct result of this CHARTERER while the Vessel is away from its home port. VESSEL OWNER shall pay all taxes incidental to use of the Vessel.”<sup>35</sup>

Further, the second clause of Article 11 states:

“The VESSEL shall be loaded and unloaded at any dock, berth, or place that CHARTERER may direct, as approved by VESSEL OWNER, which approval shall not be unreasonably withheld. VESSEL OWNER shall assist CHARTERER in locating and selecting the docks and landings suitable to accomplish the safe loading and unloading of passengers and cargo.”

The Claimant asserts to the NPFC that each vessel in question was not at its home port during the time of 31 May 2010 through 05 November 2010 but rather away from “home port” while located at 3500 Gregory Drive Pass Christian, Mississippi and, therefore, he should be compensated for the “port fees and moorage” associated with the vessels being away from “home port.”<sup>36</sup> From the Claimant’s perspective, the port fees and moorage costs contemplated in Article 11 should include the costs associated with building out his facility to accommodate the safe on/off loading of passengers for wildlife operations and the use of his property as a staging area for conducting those operations. Claimant asserts, in essence, that he was directed to use his property and that, inherent in this directive, was the associated grant of authority to build out the mooring facilities and staging area.

The NPFC disagrees.

The MVCS contains a number of clauses in addition to Article 11 and the agreement must be read and understood in its entirety. For example, Article 24 of the MVCA states:

*“This Charter includes any and all Exhibits referenced in this Charter and constitutes the entire agreement between the Parties with respect to this Charter. This Charter cancels and supersedes all prior negotiations, representations or agreements, both written and oral, including any proposals submitted by Vessel Owner. The Parties have not been induced by any representation, statements or agreements other than those expressed in this Charter. No changes, alterations, or modifications to this Charter will be effective unless made in writing and signed by both Parties. (emphasis added).”*

Claimant asserts that he provided a site map as part of the original MVCA and later provided a “18” x 24” foam core Engineered Sight Plan” of his property to Mr. Joe Labo on 26 May 2010.<sup>37</sup> Thus, it appears that the Claimant made the property available under the MVCA as a location from where he could provide the “Services” listed under Article 2 of the MVCA, including wildlife rescue operations. Further, there is nothing in the exhibits attached to the MVCA that would indicate that the Claimant intended to charge an additional cost for the use of his property.

<sup>34</sup> See Answer 5 on page 3 of the Claimant’s letter to the NPFC dated 14 October 2011.

<sup>35</sup> MVCA Article 11 at A.

<sup>36</sup> See Answer 7 on pages 10-11 of the Claimant’s letter to the NPFC dated 14 October 2011 showing home ports for seven vessels.

<sup>37</sup> See description of Meeting with Mr. Joe Labo of BP, page 3 on the Claimant’s letter to the NPFC dated 14 October 2011.

While the site map attached to the MVCA states that the property is "FOR SALE / LEASE / JOINT VENTURE OPPORTUNITY," it appears the purpose of attaching the site map is to show the geographic location of the property. If the Claimant desired to charge an additional fee for the use of the property, he had the opportunity to negotiate those fees as part of the MVCA. To the contrary, Exhibit A of the MVCA, relating to compensation, fixed rates, and reimbursable costs does not mention any costs associated with the use of the Claimant's property as a staging area. Exhibit A states:

"VESSEL OWNER's FIXED RATES (hereinafter FIXED RATES) are agreed to be VESSEL OWNER's *sole, complete, and exclusive compensation for performing and completing SERVICES under CHARTER, . . . including, without limitation, all management, labor, supervision, salaries, wages, taxes of all kinds, insurance premiums, contributions, equipment, equipment maintenance, materials (not provided by CHARTERER), support facilities, transportation (if not provided by CHARTERER) tools, overhead and profit. FIXED RATES are not subject to renegotiation or retroactive adjustments based on actual experience* and are not subject to escalation.

Here, the Claimant contends that he received verbal authorization to use his property as a staging area from both BP and USFWS representatives. Article 24 makes clear that the MVCA makes up the entire agreement between the parties, thus, whatever verbal negotiations occurred later between the parties is irrelevant in light of the plain language of this article which states that "[n]o changes, alterations, or modifications to this Charter will be effective unless made in writing and signed by both Parties" Additionally, Exhibit A comprises the entire compensation scheme of the MVCA for "services" performed. As noted above, "services" under Article 2 includes wildlife operations. Exhibit A also establishes that the fixed rates associated with the services provided under the MVCA are comprehensive and include compensation for; *inter alia*, materials, support facilities, overhead, and profit. Accordingly, it is inappropriate for the Claimant to try to categorize his property usage costs under Article 11 of the MVCA in order to avoid the limitations imposed by Article 24 and Exhibit A of his contract. Indeed, Exhibit A placed the Claimant on notice that "FIXED RATES *are not subject to renegotiation or retroactive adjustments based on actual experience.*"

Accordingly, this claim is denied.

  
Claim Supervisor: ***NPFC Claims Adjudication Division***

Date of Supervisor's Review: ***4/9/12***

Supervisor's Actions: ***Denial approved***

Supervisor's Comments:



**Documentation Submitted in Support of  
NPFC Claim # N10036-1312**

Original Documentation Submitted 07 February 2011

- 1) Optional OSLTF claim form dated 11 January 2011
- 2) Letter from Claimant explaining his claim addressed to DHS/US Coast Guard dated 11 January 2011
- 3) List of USFWS personnel who utilized the property located at 3500 Gregory Drive, Pass Christian, Mississippi (the property) as a staging area with phone numbers
- 4) Expense Report dated 14 September 2010 totaling \$26,115.47
- 5) Receipts for expenses
- 6) Five checks drawn on the American Consulting and Development Co. (AC&D) Special Account BP Horizon Cleanup from The Peoples Bank
- 7) Photos of USFWS and American Consulting and Development Co. personnel on Claimant's property
- 8) Three live bird capture forms
- 9) Thank you letter from Vessel of Opportunity (VoO) Boat Dispatch dated 02 July 2010
- 10) Two thank you letters from USFWS personnel
- 11) Letter from Claimant logging the use of his vessel by the USCG to retrieve a dolphin dated 11 July 2010
- 12) Email to [VOO@Danos.com](mailto:VOO@Danos.com) with contact of Rick Foretich (228-424-6450) listing 5 boats in use and 14 day invoices for repairs and build-out of staging area and use of the staging area from 31 May 2010 to 05 November 2010
- 13) Vicinity maps and site plan of the property.
- 14) Master Vessel Charter Agreement dated 05 May 2010 between BP and AC&D (three vessels *My Last One*, *Mediterranean I* and, *Super G*)
- 15) USCG decontamination reports for 4 vessels, *Super G*, *Mediterranean I*, MI0529BK, and *My Last One* dated 05 November 2010.

Miscellaneous Documentation Submitted

- 1) Email from Steve Schubert USFWS to mlstevensgroup dated 30 August 2011 submitted by Claimant.
- 2) Email from the Claimant to NPFC staff detailing GCCF claim numbers and corresponding subject matters dated 27 October 2011.
- 3) Email from Claimant showing dock repair from tropical storm Lee dated 27 October 2011.
- 4) Email from Claimant documenting submission of claim before the US District Court of Louisiana dated 27 October 2011.
- 5) Email from Janet Ertel providing MOB 50167 for the date of 05 June 2010.

Additional Documentation Submitted 20 October 2011

- 1) Danos and Curole (DC) 2010 1099-MISC for \$425,144.34
- 2) Direct deposits from DC staffing to AC&D from 14 June 2010 through 02 September 2010.
- 3) Excel spreadsheet matching sent invoices to direct deposits from DC, 23 payments totaling \$425,144.34.
- 4) Invoices for VoO from 22 May 2010 through 18 August 2010 submitted to DC (partially paid) showing short pay of \$1,632.30 from excel spreadsheet supra.

- 5) Invoices for VoO from 23 July 2010 through 05 November 2010 all prepared 08 November 2010 for "My Last One Vessel" covering 106 days at \$1,500.00 a day totaling \$159,000.00.
- 6) Invoices for VoO from 11 July 2010 through 05 November 2010 all prepared 08 November 2010 for "Skiff My Last One Vessel" covering 118 days at \$1,200.00 a day totaling \$141,600.00.
- 7) Invoices for VoO from 12 July 2010 through 05 November 2010 all prepared 08 November 2010 for "Mediterranean 1 Vessel" covering 117 days at \$1,200.00 a day totaling \$140,400.00.
- 8) Invoices for VoO from 07 May 2010 through 05 November 2010 (13 of 15 prepared 22 November 2010) for "Canoe for Med 1 Vessel" totaling \$219,200.00.
- 9) Invoices for VoO from 11 July 2010 through 05 November 2010 all prepared 08 November 2010 for "Super G Vessel" covering 118 days at \$1,200.00 a day totaling \$141,600.00.
- 10) "My Last One Vessel" statement to DC for VoO dated 30 September 2011 for remittance of \$185,152.28.
- 11) "Skiff My Last One Vessel" statement to DC for VoO dated 30 September 2011 for remittance of \$164,899.24.
- 12) "Mediterranean 1 Vessel" statement to DC for VoO dated 30 September 2011 for remittance of \$163,582.07.
- 13) "Canoe for Med 1 Vessel" statement to DC for VoO dated 30 September 2011 for remittance of \$245,770.51.
- 14) "Super G Vessel" statement to DC for VoO dated 30 September 2011 for remittance of \$164,899.24.
- 15) 476 Daily vessel logs for "My Last One" from 31 May 2010 through 30 September 2011. Stand by and not deployed on all except 09 June 2010 through 21 July 2010.
- 16) 507 Maintenance logs for "My Last One" from 07 May 2010 through 30 September 2011.
- 17) 484 Daily vessel logs for "My Last One Skiff" from 31 May 2010 through 30 September 2011. Stand by and not deployed on all except 31 May 2010 through 14 July 2010.
- 18) 511 Maintenance logs for "My Last One Skiff" from 07 May 2010 through 30 September 2011.
- 19) 486 Daily vessel logs for "Mediterranean 1" from 31 May 2010 through 30 September 2011. Stand by and not deployed on all except 31 May 2010 through 11 July 2010.
- 20) 511 Maintenance logs for "Mediterranean 1" from 07 May 2010 through 30 September 2011.
- 21) 486 Daily vessel logs for "Mediterranean 1 Canoe" from 31 May 2010 through 30 September 2011. Stand by and not deployed on all except 07 June 2010 through 11 July 2010.
- 22) 513 Maintenance logs for "Mediterranean 1 Canoe" from 07 May 2010 through 30 September 2011.
- 23) 488 Daily vessel logs for "Super G" from 31 May 2010 through 30 September 2011. Stand by and not deployed on all except 07 June 2010 through 10 July 2010.
- 24) 504 Maintenance logs for "Super G" from 07 May 2010 through 30 September 2011.
- 25) 481 Maintenance logs for Staging Area from 15 June 2010 through 30 September 2011.
- 26) Master Vessel Charter Agreement effective 05 May 2010 under MOB 50167 for use of three vessels "My Last One," Mediterranean 1," and "Super G."
- 27) USFWS Incident Action Plan for 10 June 2010 (Lists Mr. Doussan as Captain for boat 50167 on standby in Pass Christian)
- 28) USFWS Incident Action Plan for 11 June 2010 (Lists Mr. Doussan as Captain for boat 50167 on standby in Pass Christian)

- 29) USFWS Incident Action Plan for 12 June 2010 (Lists Mr. Doussan as Captain for boat 50167 on standby in Pass Christian)
- 30) USFWS Incident Action Plan for 13 June 2010 (Lists Mr. Doussan as Captain for boat 50167 on standby in Pass Christian)
- 31) USFWS Incident Action Plan for 14 June 2010 (Lists Mr. Doussan as Captain for boat 50167 in Pass Christian)
- 32) USFWS Incident Action Plan for 14 June 2010 (Lists Mr. Doussan as Captain for boat 50167 on standby in Pass Christian)
- 33) USFWS Incident Action Plan for 15 June 2010 (Lists Mr. Doussan as Captain for boat 50167 in Pass Christian)
- 34) Affidavit from Warren Doussan stating USFWS Mr. Worley on or about 26 June 2010 assured payment for use of property and vessels used, dated 09 October 2010, notarized 14 October 2011.
- 35) Email from Steve Schubert USFWS dated 31 May 2010 regarding eligibility training for a qualified wildlife paraprofessional.
- 36) 2 Live Bird Capture forms dated 04 July 2010 and 05 July 2010.
- 37) Email from Eric Smith VoO Boat Dispatcher to Claimant stating thanks and hopes to continue work dated 02 July 2010.
- 38) Letter from Andy Aderman USFWS to Claimant thanking him for Med 1, Canoe, My Last One, and My Last One skiff undated.
- 39) Letter from Claimant detailing a diseased dolphin rescue on 11 July 2010.
- 40) Email from Robin Renn USFWS thanking Claimant for professionalism and services dated 16 June 2010.
- 41) Letter from Leo Chipper McDermott, Mayor, to AC&D thanking Claimant for hard work done for USFWS and BP dated 02 February 2011.
- 42) Email from Claimant to BP and Parsons employees thanking them for meeting with him and his desire to be reactivated to VoO dated 27 May 2010.
- 43) Email from Claimant to BP employees requesting a copy of his contract dated 10 June 2010.
- 44) Email from Claimant to DC employees requesting contact because he has not been paid any money for the work performed as of the date of 10 June 2010.
- 45) Email from Tommy Mayet stating that they would contact Claimant when he they have information to provide dated 10 June 2010.
- 46) Email from Claimant to DC employees requesting contact because he has not been paid any money and has expended \$121,000 as of the date of 10 June 2010.
- 47) Email from Claimant to DC employees providing invoices for remittance of payment for "Super G," "My Last One," and "My Last One Skiff" dated 22 June 2010.
- 48) Copy of Exhibit B of the Charter for "My Last One" (previously provided)
- 49) Copy of Exhibit B of the Charter for "Mediterranean 1" and "Canoe" under skiff (previously provided)
- 50) Email from Claimant to DC employees narrating a pelican rescue on 14 June 2010 with accompanying "My Last One Skiff" pictures dated 15 June 2010.
- 51) Receipt for Pass Harbor Slip 109, paid in the amount of \$1,522.59 dated 24 March 2011.
- 52) 3 Invoices for Pass Harbor 1) 01 June 2010 for \$136.71, 2) 01 September 2010 for \$410.13, and 3) 01 February 2011 for \$136.71 totaling \$683.55.
- 53) 7 pictures of Mediterranean 1, Canoe, and Super G.
- 54) Register of Guests from 11 June 2010 through 20 July 2010.
- 55) The Port Authority of New York and New Jersey showing rates and charges applicable to public areas published October 2010.
- 56) Miami Dade County Port rates and charges effective 01 October 2009.
- 57) Expense Report for the building of the staging area.
- 58) Staging area receipts. (92 pages)

- 59) 3 Google maps of Claimant's property provided.
- 60) Staging area removal estimate of \$33,750.00 from A&B Trucking dated 28 July 2011.
- 61) Elevation & Sight Plans for Mediterranean Condo Development.
- 62) Invoice from Claimant to BP for building and maintenance of the staging area totaling \$77,346.41 dated 25 August 2010.
- 63) Video of staging area.
- 64) Video of staging area and pictures related to property.

Other Additional Documentation:

- 1. Worley, USFWS, letter dated 30 March 2012
- 2. Birdwell, USFWS, letter dated 02 April 2012
- 3. Lusk, USFWS, letter dated 03 April 2012
- 4. Feinberg/Doussan Phone Log received 03 April 2012