U.S. Department of
Homeland Security

United States
Coast Guard

Director
United States Coast Guard
National Pollution Funds Center

4200 Wilson Blvd. Suite 1000
Arlington, VA 20598-7100
Staff Symbol: (CA)
Phone: 202-493-6891
E-mail: [redacted]@uscg.mil
Fax: 202-493-6937

5890
6/22/2011

VIA EMAIL: [redacted]@liskow.com

Re: Claim Number N08057-061

Dear Mr. Wise:

The National Pollution Funds Center (NPFC) in accordance with the Oil Pollution Act (OPA) (33 U.S.C. 2701 et seq.), has determined that $26,937.63 is compensable for OPA claim number N08057-061.

This reconsideration determination is based on an analysis of information submitted.

All costs that are not determined as compensable are considered denied. Disposition of this reconsideration constitutes final agency action.

If you accept this determination, please sign the enclosed Acceptance/Release Form where indicated and return to:

Director (ca)
U.S. Coast Guard Stop 7100
National Pollution Funds Center
4200 Wilson Boulevard, Suite 1000
Arlington, VA 20598-7100

If we do not receive the signed original Acceptance/Release Form within 60 days of the date of this letter, the determination is void. If the determination is accepted, your payment will be mailed within 30 days of receipt of the Release Form.

If you have any questions or would like to discuss the matter, you may contact me at the above address or by phone at 202-493-6831.

Sincerely,

[redacted]

Chief, Claims Adjudication Division

Encl: Acceptance/Release Form

CLAIM SUMMARY / DETERMINATION FORM

| | |
|---|---|
| Date | : 6/22/2011 |
| Claim Number | : N08057-061 |
| Claimant | : Ingram Barge Company |
| Type of Claimant | : Corporate (US) |
| Type of Claim | : Loss of Profits and Earning Capacity |
| Claim Manager | : Robert Rioux |
| Amount Requested | : $229,653.63 |

## I. Facts

### A. *Oil Spill Incident:*

On the morning of July 23, 2008, the tank barge DM 932 sank as a result of a collision and discharged oil into the Mississippi River, a navigable waterway of the United States. The barge 932 oil spill disrupted shipping in and out of the Mississippi River. The NPFC reviewed the Coast Guard situation report-pollution (SITREP-POL) reports, which state that vessels transiting the River were delayed from 7/23/2008 until well after 7/28/2008.

### B. *Claim History:*

#### 1. Original Claim Submission

The law firm of Liskow & Lewis, representing Ingram Barge Company., submitted a Loss of Profits and Earning Capacity claim for damages and losses resulting from the July 23, 2008 oil discharge in the Mississippi River from barge 932. The claim was received at the National Pollution Fund Center (NPFC) on October 21, 2009 in the amount of **$224,117.20.**[1] The Claimant requested **$130,000.00** in lost profits due to 107 of their barges being impacted (unusable) due to the oil spill incident. Ingram calculated their lost profits by applying $200.00 per day for dry storage barges and $600.00 per day for tank barges. They stated that these rates were typical demurrage rates for these types of barges and represent a conservative estimate of profits associated with the barges. The Claimant also requested **$28,893.20** in third party standby charges they paid to contract tugs which were delayed at the Algiers locks during the river closure. Additionally, the Claimant requested **$38,196.00** for extra fleeting expenses it allegedly incurred because of the oil spill incident. Finally, the Claimant requests **$27,028.00** for two Ingram tugs that were allegedly idle due to the incident, but still had to maintain the crews onboard.

#### 2. Amended Sum Certain

In a June 22, 2010 response to an NPFC request for additional information, the Claimant reduced their $28,893.20 claimed standby amount to $26,937.63. According to the Claimant, they withheld a total payment of $1,955.57 from Eckstein Marine, bringing their total loss of profit claim to **$222,161.63.**[2]

---

[1] *See*, Liskow & Lewis letter to the NPFC dated October 15, 2009 with attached claim form.
[2] *See*, Liskow & Lewis response to NPFC request for additional information attached to their letter dated June 22, 2010, page 12.

While responding to a National Pollution Fund Center (NPFC) request for additional information, the Claimant increased the $130,000.00 alleged loss profits for its barges to **$137,492.00**[3] bringing the total claim amount to **$229,653.63**. In their response, the Claimant recalculated the lost profits based on the alleged actual revenue that each barge was earning under its contract, the number of days that each barge should have worked under its respective job order, and the number of days that each barge was idled because of the spill. A "proper margin" for each barge type was applied to the total lost revenue, which yielded the alleged lost profits. In this re-valuation, the Claimant removed the one tank barge they were previously claiming.

**3. NPFC Initial Claim Determination**

The NPFC's initial determination to pay the claim in part and deny in part was issued on April 6, 2011. NPFC determined that Claimant established a loss of profits in the amount of $26,937.63 for third party standby charges and offered this amount. The remaining amount of the claim was denied on the grounds that Claimant had not established a loss of profits associated with an alleged inability to use their barges, extra fleeting expenses and Ingram vessel expenses, which could be directly attributed to the barge 932 oil spill.

**C. *Claim Reconsideration:***

The Claimant did not accept the NPFC's offer and requested reconsideration of their claim, which was received at the NPFC via email on June 1, 2011.[4] No other supporting documentation was provided by the Claimant for this reconsideration except the arguments provided in this letter. These arguments are discussed below.

Ingram requests that the NPFC reconsider the alleged lost profits associated with its inability to use barges totaling $137,492.00, alleged extra fleeting expenses totaling $38,196.00 and alleged costs to operate Ingram vessel's (M/V RAY GEE and M/V CHRISTY) totaling $27,028.00. This totals $202,716.00 of costs upon reconsideration, plus NPFC's already offered $26,937.63 for Ingram's third party standby charges. This brings the total to the Claimant's sum certain request of $229,653.63.

The Claimant's assertions in support of reconsideration consist of the following:

**1. Loss of Profit from Inability to Move Barges - $137,492.00**

The Claimant asserts that the NPFC applied an improper standard of proof for maritime detention damages. They argue instead of having to provide specific proof of a lost opportunity and lost profits, it is sufficient proof that the vessels had been engaged, or were capable of being engaged in a profitable commerce. Ingram contends they did not have to prove that each barge had a specific job opportunity that was missed, but only had to show that a market for its barge services existed.

Ingram alleges they provided detailed spreadsheets showing that all of its barges were profitably engaged at the time of the spill, as well as providing the contracts under which the barges were operating and the revenue that the barges were earning.

---

[3] *See,* Liskow & Lewis letter dated September 17, 2010 and page one and two of the additional information.
[4] *See,* Liskow & Lewis letter dated June 1, 2011 attached to Mr. Brett Wise email dated June 1, 2011.

Ingram finds fault with the fact that the NPFC's original claim determination provided no compensation for these idled barges, considering it an abuse of discretion. By providing the initial demurrage valuation method and subsequent more detailed analysis, Ingram feels both methods establish its loss with the reasonable certainty required under maritime law. The claimant asserts they disclosed all of the information necessary to support its claim by providing alleged actual revenue earned by each barge, copies of alleged relevant contracts and corporate quarterly profit and loss statements. Ingram contends that the NPFC's nullification of this information because of Ingram's redactions of "otherwise sensitive, proprietary, and non-relevant information is without merit". They state that the information that Ingram has given to the NPFC proves actual losses to a greater degree than what is required under *Skou, Avondale Shipyards,* or *Gulfgate Marine Transportation Company, Inc.*

**2. Extra Fleeting Expenses - $38,196.00**

The Claimant states the NPFC erred in determining that Ingram is not entitled to recover extra fleeting expenses incurred during the oil spill incident. Ingram states they are not required to show a specific date on when each barge would have been moved but for the spill. They feel it was enough to show that the barges were in active service. The Claimant alleges they provided information to the NPFC demonstrating that all of the barges in the claim were engaged in profitable commerce. This included a spreadsheet showing load and discharge dates, copies of the contracts relevant to the barges operating, and copies of relevant rate schedules for the fleeting facilities. Ingram goes on to state they provided information as to how many barges could be kept at the facilities without charge, and the invoices showing on a day to day basis the number of barges that exceeded those limits and the amount that Ingram was charged. Turn Services and Zito charged Ingram for their barges' presence in their fleets during the oil spill incident and Ingram could not move the barges due to Coast Guard direction. Therefore, the Claimant asserts it is entitled to recover all of these costs.

**3. Ingram Vessel Expenses - $27,028.00**

Ingram asserts entitlement to recover the cost to operate the M/V RAY GEE and the M/V CHRISTY for the periods that those vessels were idled by the spill. Ingram provided a standard cost analysis that allegedly shows the cost to operate each vessel. The Claimant states they have noted the NPFC's treatment of vessel expenses relating to lost profits is inconsistent with its treatment of those expenses as they relate to clean up expenses.

**APPLICABLE LAW:**

Under 33 CFR § 136.115(d) The Director, NPFC, upon written request of the claimant or of a person duly authorized to act on the claimant's behalf, reconsiders any claim denied. The request for reconsideration must be in writing and include the factual or legal grounds for the relief requested, providing any additional support for the claim. The request must be received by the Director, NPFC, within 60 days after the date the denial was mailed to the claimant or within 30 days after receipt of the denial by the claimant, whichever date is earlier. Reconsideration may only be requested once for each claim denied. This written decision is final. The failure of the Director, NPFC, to make final disposition of a reconsideration within 90 days after it is received shall, at the option of the claimant any time thereafter, be deemed a final denial of the reconsideration.

The Fund shall be available to the President for –

(4) [T]he payment of claims in accordance with section 2713 of this title for uncompensated removal costs determined by the President to be consistent with the National Contingency Plan or *uncompensated* damages. 33 U.S.C. § 2712(a)(4). (Emphasis added.)

With regard to claims for loss profits and impairment of earning capacity, the NPFC must independently determine that the proof criteria in OPA and the implementing regulations, at 33 CFR Part 136, are met, including the general provisions of 33 CFR 136.105, and the specific requirements for loss of profits and earning capacity claims in Subpart C, 33 CFR 136.231, et seq.

Pursuant to the provisions of 33 CFR 136.231, claims for loss of profits or impairment of earning capacity due to injury to, destruction of, or loss of real or personal property or natural resources may be presented to the Fund by the claimant sustaining the loss or impairment.

"In addition to the requirements of Subparts A and B of this part, 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 the 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 receives 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." 33 CFR 136.233 (a) – (d)

The compensable amount is limited to the actual net reduction or loss of earnings and profits suffered. Calculations for net reductions or losses must clearly reflect adjustments for the following: all income resulting from the incident; all income from alternative employment or business undertaken; potential income from alternative employment or business not undertaken, but reasonably available; any saved overhead or normal business expenses not incurred as a result of the incident; and state, local, and Federal tax savings. 33 CFR 136.235 (a) – (e).

## II. NPFC RECONSIDERATION ANALYSIS

The NPFC, upon reconsideration, reviews the claim *de novo*. The initial determination dated April 6, 2011, is incorporated into this determination on reconsideration.

### A. Loss of Profit from Inability to Move Barges - $137,492.00

Claimant argues that the NPFC applied an improper standard of proof for maritime detention charges and that Claimant provided sufficient documentation to support its loss of profits for barges that were impacted by the discharge of oil from the barge DM 932 and closure of the Lower Mississippi River between Mile Marker (MM) 91 and MM 56.

Claimant stated in its initial claim to the NPFC, dated October 15, 2009, that the closure of the Lower Mississippi River in this impacted area stranded more than 222 Ingram vessels and barges and was presenting a claim to the Oil Spill Liability Trust Fund (OSLTF or the Fund)

for lost profits associated with 107 of the barges. It asserts that it lost the use of all of its barges in this area for some period of time. Initially, Claimant calculated its loss of profits based on the demurrage rates of its barges ($200/day for dry storage barges and $600/day for tank barges). They chose to use a demurrage rate to estimate their alleged loss of profits in order to avoid unnecessary disclosure of proprietary and confidential information.[5] Claimant then calculated its alleged lost profits under an alternate theory. According to this alternate theory Claimant considered the actual earned revenue of each barge under its contract, the number of days each barge should have worked under its contract, and the number of days the barge was idled. Once the total revenue was determined the "proper margin" was applied to the total lost revenue, which yielded the alleged lost profits for that barge. Claimant provided support documentation for this theory to the NPFC. The documentation submitted was redacted contracts, redacted "proper margins" and redacted revenues on their spreadsheet and other documents, which did not provide evidence of actual revenue that each barge could have earned. Also, the contracts and invoices did not match up with the formula described by the Claimant.

Claimant provided a spreadsheet listing the revenue and lost revenue and the number of days that certain barges were immobilized. The revenue and lost revenue cells were redacted and there was no source documentation to support the barges' idle days. While Claimant asserts that 107 barges were impacted and suffered lost profits, the spreadsheet lists only 70 barges. Moreover, the spreadsheet did not reflect that any of the claimed barges on the list suffered delays during the July 23-28, 2008 time period that the Mississippi River was closed.

Citing *Gulfgate Marine Transportation Co. v. A/S Dampskibsselskabet Svenborg,* 10 F. 3d 1190 (5th Cir. 1994), Claimant argues that a vessel owner only has to establish that the vessel was laid up, was in an active market and had been engaged or was capable of being engaged in a profitable commerce. Claimant argues that it met these criteria because all of the barges for which it seeks damages were in the affected area and were detained or not allowed to operate. Further, it provided its detailed spreadsheet showing that all the barges were operating and profitably engaged at the time of the discharge.

Claimant also relies on *Delta S.S. Lines v. Avondale Shipyards, Inc.*, 747 F. 2d 995 (5th Cir. 1984) and *Skou v. United States,* 478 F. 2d 343 (5th Cir. 1973) to support its argument that it has provided all information necessary to support its claim. "Loss of profits arising from a marine casualty may be awarded as long as it is proved with reasonable certainty." *Avondale*, 747 F.2d at 1001. "Reasonable certainty" usually involves a showing in commercial cases that the vessel 'has been engaged, or was capable of being engaged in a profitable commerce'." *Skou*, 526 F. 2d at 293.

However, both *Avondale* and *Skou* stand for more than "proof with reasonable certainty" and "a showing that the vessel has been engaged, or was capable of being engaged in a profitable commerce." The *Avondale* court explains that it would be unsound to require the vessel owner to prove that specific cargoes were not carried because it would be an onerous burden and would reject the time honored rule in maritime cases that a proper method of determining

[5] *See,* Liskow & Lewis letter dated June 22, 2010 with attached response to NPFC Request for Additional Info, Section II, Response to Inquiries Regarding Lost Profits, 1.a. The NPFC advised the Claimant that we do not enter into confidentiality agreements but any confidential business information (CBI) identified by a claimant is so identified, segregated and protected from FOIA to the extent protected by law. However, if the NPFC is involved in litigation to recover damages paid from the Fund and CBI will, upon notice to the Claimant, be released to the requester during the litigation process.

lost detention profits is to seek a fair average based on a number of voyages before and after.[6] *Avondale*, 747 F. 2d at 1001.

The *Skou* court, denied damages because the only evidence was the per diem rate of the vessel. There was no evidence as to whether the vessel was customarily under charter every day or whether there were lengthy inactive periods between voyages. There was no evidence that a subsequent charter was breached or, if the vessel owner, knowing the approximate length of the detention, attempted to arrange another charter. Without knowing this information the court realized that detention compensation awarded could be a windfall to the owner. "Damages must not be merely speculative and something else must be shown than the simple fact that the vessel was laid up for repairs." *Skou*, 478 F. 2d at 345.

Other courts have addressed evidence that satisfies the "reasonable certainty test." A three year contract of affreightment in effect at the time of the casualty that provided for a 21-day notice including information regarding the voyage volume, desired loading date, origin and destination satisfied the "reasonable certainty test." *Maritrans Operating Partners v. Diana T.*, 1999 WL 144458 (E.D. La. 1999). Evidence reflected that an owner of three vessels, realizing that one of his vessels would be delayed for nine days and unable to timely deliver the vessel to the next charterer, renegotiated the terms of the charter, and established that his three vessels were active in a ready market when the vessel was detained. *Skou v. United States*, 526 F. 2d 293, 298 (5th Cir. 1976).

The OPA Claims Regulations comport with case law that holds there must be objective facts or figures to establish a loss of profits in fact. The regulations require financial reports or income tax returns[7] – objective facts or figures – to evidence a reasonable certainty of the fact of damages. In this case Claimant has not provided sufficient evidence to establish with reasonable certainty that it suffered a loss of profits. It has not provided contracts or agreements that were in effect at the time of the discharge nor provided evidence of the provisions in those agreements that reflect the barges' voyages and the terms of the voyages.[8] Nor has Claimant provided profits for the barges under the three voyage rule. It has not provided financial information or loss of profits information as required under the claims regulations.

Further, case law addresses how fleets of vessels or barges must prove a loss of profits. Claimant, Ingram Barge Company, seeks reimbursement of alleged loss of profits for the company through loss of profits for individual barges. Claimant acknowledges that it had more than 220 barges in the impacted area. Ingram has more than 4,000 barges country-wide and acknowledged in its supplemental submission dated June 22, 2010, that its principal areas of operation include: (1) the Lower Mississippi River (MM 230 to MM 55); (2) Gulf Inter-coastal Waterways East; (3) Inter-coastal Waterways West; (4) Houston Ship Channel; (5) Mobile Ship Channel; (6) Port Allen Canal, and (7) New Iberia.

---

[6] For instance a vessel owner can average the profits from three voyages prior to and three voyages subsequent to the casualty and calculate an average profit for a lost voyage. It was not error when a district court found that using historical data for similar voyages (3 average) instead of data from three actual invoices it was not erroneous because the estimates were not speculative and found the damages to be "reasonably certain." *Marine Transport Lines, Inc. v. M/V Tako Invader*, 37 F. 3d 1138 (5th Cir. 1994)

[7] The amount of 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. 33 CFR 136.233(c).

[8] NPFC acknowledges that Claimant submitted certain contracts and agreements but those were heavily redacted and not helpful in establishing a loss of profits in fact.

The Fleet Rule followed by courts hold that in order to establish a loss of profits for barges that are part of a fleet an owner has to establish that it had no excess barge capacity with which to move its cargos during the time that the impacted barges were immobilized. *Dow Chemical Co. v. M/V/ Roberta Tabor*, 815 F. 2d 1037, 1042-43 (5th Cir. 1987). In this case if Ingram Barge Company was able to move its cargos and manage its barges with other barges chartered or owned by it during the river closure there is no financial loss to the Claimant. Claimant has not provided such information; it has not provided evidence that it chartered outside barges or vessels to manage its barges or to carry cargo. It assumes, without credible evidence, that because its 107 barges were immobilized during the river closure that the barges and thus, the company, lost profits.

Upon reconsideration, Ingram did not provide any additional information (un-redacted revenue, contracts, etc.) that the NPFC could analyze to determine that Claimant has established a loss of profits for its barges; therefore, the $137,492.00 requested is denied.

**B. Extra Fleeting Expenses - $38,196.00**

The NPFC denied this component of the claim because Claimant had not provided information on any of the barges that would have been moved from the fleet if there had been no discharge. Arguably the extra fleeting costs for these barges could have been payable because they would have been delayed due to the spill. However, it is unknown how many of the barges would not have been moved for other reasons. The Claimant did not provide financial documents which proved extra fleeting expenses due to the oil spill incident. The spreadsheet Ingram provided containing load and discharge dates were not backed up with source documents. The contracts provided were heavily redacted and were unusable when trying to correlate them to the barges fleeted. While Ingram did provide us fleeted barge per day comparisons for the Zito fleet, none were provided for the Turn Services fleet. The data was not complete even for the Zito fleet, and therefore was unusable to make a reasonable determination as to extra fleeting expenses allegedly incurred due to the oil spill (see original determination for details of our findings).

Upon reconsideration, Ingram did not provide any additional information (financial documents, un-redacted contracts, etc.) that the NPFC could analyze in order to change the findings of our original determination. Therefore, the NPFC finds the Claimant has failed to prove $38,196.00 in extra fleeting expenses, which directly relates to the DM 932 oil spill incident.

**C. Ingram Vessel Expenses - $27,028.00**

The Claimant valued their loss utilizing a "Standard Cost Analysis" for each vessel. This cost analysis was developed by Ingram's Operations department each fall to be used in *forecasting* operating costs. It did not represent the actual costs each vessel incurred during the year. The Claimant did provide financial documents which show costs for each vessel. However, there was no delineation between fixed costs and additional expenses. Therefore, no loss was proven that could be directly attributed to the oil spill incident.

Ingram states our treatment of vessel expenses relating to lost profits is inconsistent with our treatment of those expenses relating to removal costs. The Claimant provided actual costs for Ingram vessels working to help remove oil from barges during the oil spill incident. These costs can be directly attributed to removal costs under OPA. However, with loss of

profit and earning capacity claims under OPA, the Claimant's fixed costs would not be reimbursed, since that would represent a cost the Claimant would bear whether the oil spill event took place or not. Since the fixed and additional expenses were not identified in this claim, the NPFC cannot determine where each cost falls.

Upon reconsideration, Ingram did not provide any additional information (ie. fixed vs. additional expenses, loss of jobs, or proof that jobs were pending) that the NPFC could analyze in order to change the findings of our original determination.

Because no additional expenses to Ingram's vessels could be shown as a result of the oil spill and financial documents did not show a loss, the $27,028.00 in Ingram vessel expenses is hereby denied compensation.

## III. SUMMARY

The claims regulations require that a Claimant establish a loss of profits or impairment of earning capacity by income tax returns, financial statements or other similar documents. In this case, the Claimant has not established that it suffered an actual loss of profits resulting from the closure of the Mississippi River due to the oil spill. The Claimant has failed to provide evidence that business was lost or other company barges outside of the spill area could not be utilized to complete pending jobs.

Upon reconsideration, the Claimant failed to demonstrate a loss of profits or earning capacity regarding their alleged inability to use their barges, extra fleeting expenses and Ingram vessel expenses, which can be directly attributed to the barge 932 oil spill. However, as evidenced in our original determination, they did provide proof of a loss regarding third party standby charges in the amount of $26,937.63.

The NPFC therefore finds total uncompensated costs for this claim on reconsideration are $26,937.63 for third party standby charges. NPFC offer to the Claimant upon this reconsideration cla[redacted]

| |
|---|
| Claim Supervisor: [redacted] |
| Date of Supervisor [redacted] |
| Supervisor Action: Offer withdrawn |
| Supervisor's Comments: |

U.S. Department of
Homeland Security

United States
Coast Guard

Director
United States Coast Guard
National Pollution Funds Center

4200 Wilson Blvd. Suite 1000
Arlington, VA 20598-7100
Staff Symbol: (CA)
Phone: 202-493-6891
E-mail [redacted]@uscg.mil
Fax: 202-493-6937

| Claim Number: N08057-061 | Claimant Name: Ingram Barge Company<br>c/o Liskow & Lewis<br>Attn: Brett Wise<br>One Shell Square<br>701 Poydras Street, Suite 1000<br>New Orleans, LA 70139 |
|---|---|

I, the undersigned, ACCEPT the determination of $26,937.63 as full compensation for all claims associated with the below described incident.

This determination represents full and final release and satisfaction of all claims under the Oil Pollution Act of 1990 (33 U.S.C. 2712(a)(4)0, arising from the DM 932 oil pollution incident. This determination is not an admission of liability by any party. I hereby assign, transfer, and subrogate to the United States all rights, claims, interest and rights of action, that I may have against any party, person, firm or corporation that may be liable for the loss. I authorize the United States to sue, compromise or settle in my name and the United States fully substituted for me and subrogated to all of my rights arising from the incident. I warrant that no legal action has been brought regarding this matter and no settlement has been or will be made by me or any person on my behalf with any other party for costs which are the subject of the claim against the Oil Spill Liability Trust Fund (Fund).

I, the undersigned, agree that, upon acceptance of any compensation from the Fund, I will cooperate fully with the United States in any claim and/or action by the United States against any person or party to recover the compensation. The cooperation shall include, but is not limited to, immediately reimbursing the Fund any compensation received from any other source for the same claim, providing any documentation, evidence, testimony, and other support, as may be necessary for the United States to recover from any other person or party.

I, the undersigned, certify that to the best of my knowledge and belief the information contained in this claim represents all material facts and is true. I understand that misrepresentation of facts is subject to prosecution under federal law (including, but not limited to 18 U.S.C. 287 and 1001).

| | |
|---|---|
| Title of Person Signing | Date of Signature |
| Typed or Printed Name of Claimant or Name of Authorized Representative | Signature |
| Title of Witness | Date of Signature |
| Typed or Printed Name of Witness | Signature |

| | | |
|---|---|---|
| DUNS **Required for Payment** | Bank Routing Number | Bank Account Number |