

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

METROPOLITAN MUNICIPALITY OF  
LIMA,

*Petitioner,*

v.

RUTAS DE LIMA S.A.C.,

*Respondent.*

Case No. 1:20-cv-02155 (ACR)

METROPOLITAN MUNICIPALITY OF  
LIMA,

*Petitioner,*

v.

RUTAS DE LIMA S.A.C.,

*Respondent.*

Case No. 1:23-cv-00680 (ACR)

**FINAL JUDGMENT**

On March 12, 2024, this Court granted Respondent Rutas de Lima S.A.C.'s Cross-Motions to Confirm (Case No. 20-cv-2155, Dkt. 73; Case No. 23-cv-680, Dkt. 25), and further directed the parties to submit "a proposed final judgment as to the Court's rulings on the First and Second Awards that includes a damages calculation updated as of March 15, 2024." Case No. 20-cv-2155, Dkt. 111 at 2.

The Court hereby enters **FINAL JUDGMENT** in favor of Rutas and against Petitioner the Metropolitan Municipality of Lima in the following amounts:

**First Award (*Lima I*, Case No. 20-cv-2155)**

As set forth in Annex A:

- i. US\$ 2,023,070.20 in arbitration costs; and post-judgment interest on that amount at the statutory rate under 28 U.S.C. § 1961 until the costs are paid in full;
- ii. US\$ 66,339,761.01 in damages and interest through October 31, 2019; and
- iii. the amount awarded by the formula specified in the *Lima I* Award ¶ 758(1)(c) and clarified by the subsequent Rectification and Interpretation Decision (Dkt. 73-6) ¶¶ 57 and 59, and totaling US\$ 119,484,758.35 as of February 29, 2024,<sup>1</sup> to accrue pursuant to the formula until the parties agree to a complementary method of compensation.

The damages noted in items (ii) and (iii) above are inclusive of General Sales Tax (IGV).

Contemporaneously with, or before, satisfaction of this judgment, Lima will ask the tax authority in Peru (SUNAT) to determine whether Rutas will owe any IGV on the amounts paid in accordance with items (ii) and (iii) of this judgment. If SUNAT determines that Rutas will owe IGV on amounts paid in accordance with this judgment, then upon Lima's full satisfaction of this judgment, Rutas, and its successors or assigns, will pay to SUNAT all IGV amounts due as provided by Peruvian tax regulations consistent with the process for doing so in the ordinary course. *See Lima I* Award ¶ 713. If SUNAT determines that Rutas will not owe IGV on the amounts paid in accordance with this judgment and SUNAT provides official notice of such determination to Rutas, then no later than 90 days after the date that Lima fully satisfies this judgment, Rutas, and its successors or assigns, will refund to Lima any IGV amounts paid to

---

<sup>1</sup> The Court notes that, pursuant to the formulas specified in the Awards, the subsequent damages and interest calculations are based on rates and amounts available at the end of each month, and therefore can be calculated only on a monthly basis.

Rutas pursuant to this judgment that were not paid to SUNAT or that were paid to and then refunded by SUNAT.

**Second Award (Lima II, Case No. 23-cv-680)**

As set forth in Annex B:

- i. US\$ 8,433,094.24 in damages to account for the toll rate increase not collected between December 20, 2017, and November 19, 2018;
- ii. non-compounding interest on the aforementioned amount, from March 18, 2019, until the date of actual payment, in accordance with the rate specified in the *Lima II* Award ¶ 1024, which amount with principal currently totals US\$ 9,387,021.93 as of February 29, 2024; and
- iii. US\$ 1,143,745.82 plus € 20,000 (US\$ 18,509.95, converted to dollars as of February 29, 2024) in arbitration costs; and post-judgment interest on those costs at the statutory rate under 28 U.S.C. § 1961 until the costs are paid in full.

\* \* \*

As of February 29, 2024, the total amount owed on the First Award is US\$ 187,847,589.55, and on the Second Award is US\$ 10,549,277.70.

\* \* \*

In a Minute Order posted on March 1, 2023, in Case No. 23-cv-680, the Court informed the parties that it would soon decide Lima's petitions to vacate the First and Second Awards and Rutas's cross-motions to confirm them. It previewed that it "intend[ed] to certify [the] final judgment, as to the First and Second Awards, under Federal Rule of Civil Procedure 54(b)." Case No. 23-cv-680, Min. Order of Mar. 1, 2023. Neither party objected to treating this judgment as final under Rule 54(b).

Consistent with that notice, the Court finds and certifies this judgment as a final one that complies with Federal Rule of Civil Procedure 54(b) and satisfies the "two-step process" that courts follow "under this rule." *Serv. Emps. Int'l Union Nat'l Indus. Pension Fund v. Sci. & Com. Sys. Corp.*, 249 F. Supp. 3d 130, 132 (D.D.C. 2017). An account of the relevant factual

background appears in the Court's parallel Opinion in this case. *See* Case No. 20-cv-2155, Dkt. 112.

As to the first step, the Court is "dealing with a final judgment" because its "decision is an ultimate disposition regarding [Rutas's] claim[s] for relief" concerning the First and Second Awards. *Serv. Emps. Int'l Union*, 249 F. Supp. 3d at 133 (cleaned up). The Court has addressed every issue Lima raised in its petition to vacate the First and Second Awards and each defense Lima raised to Rutas's cross-motions to confirm them.

As to the second step, the Court has considered the relevant factors and determined that there is "no just reason for delay" in entering final judgment. *See* Fed. R. Civ. P. 54(b). Those factors include:

- (1) the relationship between the adjudicated and unadjudicated claims;
- (2) the possibility that the need for review might or might not be mooted by future developments in the district court;
- (3) the possibility that the reviewing court might be obliged to consider the same issue a second time;
- (4) the presence or absence of a claim or counterclaim which could result in a set-off against the judgment sought to be made final;
- (5) miscellaneous factors such as delay, economic and solvency considerations, shortening the time of trial, frivolity of competing claims, expense, and the like.

*Serv. Emps. Int'l Union*, 249 F. Supp. 3d at 133 (cleaned up). Each one favors certification of this judgment under Rule 54(b).

The unadjudicated claims are: (1) the Court's determination of whether Lima owes Rutas attorney's fees that cover litigation concerning the First and Second Awards; and (2) Rutas's currently stayed counterclaim in Case No. 23-cv-680 concerning the Third Arbitration. Rutas's pending request for attorney's fees is not a merits question and does not affect the finality of the Court's judgment. *See Elec. Priv. Info. Ctr. v. U.S. Dep't of Homeland Sec.*, 811 F. Supp. 2d 216, 224–25 (D.D.C. 2011) (citing cases). Rutas's counterclaim regarding the Third Arbitration

concerns a provisional measures decision, decided by a third tribunal, that is independent of the conduct and damages underlying the awards issued in the First and Second Arbitration. “The mere presence of” this nonfrivolous counterclaim “does not render a Rule 54(b) certification inappropriate.” *Curtiss-Wright Corp. v. Gen. Elec. Co.*, 446 U.S. 1, 9 (1980); *Serv. Emps. Int’l Union*, 249 F. Supp. 3d at 133–34.

No future developments before this Court can moot review of this final judgment, and a reviewing court will not need to consider any issue a second time. The parties have fully briefed the question of attorney’s fees, which concerns solely the conduct of the litigation and not the underlying merits. And further developments in Rutas’s unrelated counterclaim will have no bearing on this final judgment or its appeal. *See Attias v. CareFirst, Inc.*, 969 F.3d 412, 417 (D.C. Cir. 2020). Further, Lima is not seeking monetary relief before this Court, and therefore resolution of the unadjudicated claims does not carry the potential for any offset amount against this final judgment.

The avoidance of further delay also strongly supports certifying this judgment under Rule 54(b). This case has been pending since August 2020. The case was stayed for more than two-and-a-half years because Lima insisted on serving Rutas under the Inter-American Convention on Letters Rogatory and Additional Protocol, Case No. 20-cv-2155, Dkts. 14, 20, 25, 49, 55, 59, even though Rutas repeatedly agreed to accept service directly to move the case along, Case No. 20-cv-2155, Dkt. 56 at 9–14. Any additional delay would further prejudice Rutas’s right to “expedited judicial review to confirm . . . arbitration awards” under the Federal Arbitration Act. *Hall St. Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 578 (2008).

Based on the totality of the circumstances, the Court “expressly determines that there is no just reason [to] delay” entry of final judgment as to the First and Second Awards. *See* Fed. R. Civ. P. 54(b). This is a final and appealable judgment. *See* Fed. R. App. P. 4(a).

**SO ORDERED.**

Date: March 19, 2024

  
\_\_\_\_\_  
ANA C. REYES  
United State District Judge

# **Annex A**

**Table 1. Monthly Damages and Interest in U.S. Dollars Accrued Under the First Award**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>		<u>5</u>		<u>6</u>		<u>7</u>
	Monthly Interest on Fixed Sum of Damages Under the Award <sup>1</sup>	Monthly Sum of Damages Pursuant to Award Formula <sup>2</sup>	Aggregated Prior Monthly Damages Pursuant to Award Formula to-Date	Interest on Aggregated Prior Monthly Damages Pursuant to Award Formula to-Date <sup>3</sup>		Subtotal of Columns 1, 2, and 4		Exchange Rate <sup>4</sup>		Subtotal of Columns 1, 2, and 4
	(Soles)	(Soles)	(Soles)	(Soles)		(Soles)				(USD)
Nov. 2019 (0.1879%) <sup>5</sup>	407,324.54	7,673,143.25	-	-	=	8,080,467.79	÷	3.3981	=	\$2,377,937.02
Dec. 2019 (0.1820%)	394,660.46	8,136,418.81	6,502,663.77	11,836.52	=	8,542,915.79	÷	3.3090	=	\$2,581,721.30
Jan. 2020 (0.1789%)	387,843.81	8,593,407.94	13,397,933.95	23,966.46	=	9,005,218.22	÷	3.3754	=	\$2,667,896.61
Feb. 2020 (0.1775%)	384,837.69	8,311,991.21	20,680,483.05	36,706.88	=	8,733,535.78	÷	3.4522	=	\$2,529,846.41
Mar. 2020 (0.1741%)	377,518.25	5,394,695.29	27,724,543.40	48,273.81	=	5,820,487.35	÷	3.4326	=	\$1,695,649.76
Apr. 2020 (0.1619%)	351,074.88	2,253,134.92	32,296,319.07	52,295.22	=	2,656,505.03	÷	3.3770	=	\$786,646.44
May 2020 (0.1446%)	313,555.25	868,048.64	34,205,755.44	49,467.79	=	1,231,071.68	÷	3.4292	=	\$358,996.76
June 2020 (0.1240%)	268,786.80	-	34,941,389.88	43,316.90	=	312,103.70	÷	3.5402	=	\$88,159.91
July 2020 (0.1084%)	235,051.84	6,945,696.57	34,941,389.88	37,880.27	=	7,218,628.68	÷	3.5270	=	\$2,046,676.69
Aug. 2020 (0.0997%)	216,116.19	6,899,379.10	40,827,573.42	40,695.85	=	7,156,191.13	÷	3.5434	=	\$2,019,583.21
Sep. 2020 (0.0957%)	207,471.78	6,928,892.92	46,674,504.86	44,663.01	=	7,181,027.72	÷	3.5977	=	\$1,996,005.15
Oct. 2020 (0.0920%)	199,418.76	7,727,390.17	52,546,448.01	48,330.20	=	7,975,139.14	÷	3.6128	=	\$2,207,467.65

<sup>1</sup> This figure indicates the amount of post-Award interest that has accrued to the fixed sum of damages through October 31, 2019 (S/216,815,716) for each stated month, based upon the legal interest rate published by the Central Reserve Bank of Peru (“CRBP”). *See* First Award ¶ 758, subpara. 2(b); Rectification Decision ¶ 59, subpara. 2(b). The interest rate applied is an average of the two methods proposed by the parties for arriving at a monthly rate. *See* Dkt. 113, 114, 115, 116.

<sup>2</sup> This figure indicates the damages accrued each month under the Formula specified in the First Award ¶ 758, subpara. 1(c), and Rectification Decision ¶ 59, subpara. 1(c), inclusive of VAT.

<sup>3</sup> This figure indicates the interest accrued in a given month for the sum-total of damages accrued in prior months under the Formula, calculated at the interest rate agreed by the parties. *See* First Award ¶ 758, subpara. 2(b); Rectification Decision ¶ 59, subpara. 2(b); Dkt 113, 114, 115, 116. In accordance with Peruvian law, interest is not compounded (that is to say, no additional interest is applied to the amounts of interest that were expressly awarded in the First Award through October 31, 2019 (S/5,250,000), or that have subsequently accrued).

<sup>4</sup> The listed exchange rate represents the value of 1 U.S. Dollar in Peruvian soles at the end-of-period exchange rate published by the CRBP for each stated month.

<sup>5</sup> The listed percentage indicates the legal interest rate published by the CRBP for each stated month.



Nov. 2020 (0.0881%)	191,112.38	7,708,512.25	59,095,083.74	52,089.41	=	7,951,714.04	÷	3.6054	=	\$2,205,501.20
Dec. 2020 (0.0840%)	182,066.89	8,001,027.84	65,627,721.24	55,109.63	=	8,238,204.36	÷	3.6181	=	\$2,276,942.14
Jan. 2021 (0.0792%)	171,742.08	7,918,481.07	72,408,253.31	57,355.36	=	8,147,578.51	÷	3.6362	=	\$2,240,684.92
Feb. 2021 (0.0760%)	164,779.42	6,126,006.36	79,118,830.49	60,130.12	=	6,350,915.90	÷	3.6492	=	\$1,740,358.41
Mar. 2021 (0.0742%)	160,820.77	7,582,544.87	84,310,361.31	62,536.32	=	7,805,901.96	÷	3.7539	=	\$2,079,411.27
Apr. 2021 (0.0741%)	160,730.79	7,182,157.93	90,736,246.79	67,265.00	=	7,410,153.72	÷	3.7854	=	\$1,957,561.61
May. 2021 (0.0717%)	155,493.97	7,733,445.45	96,822,821.30	69,438.53	=	7,958,377.95	÷	3.8263	=	\$2,079,914.79
Jun. 2021 (0.0681%)	147,700.44	7,644,136.43	103,376,588.64	70,422.79	=	7,862,259.66	÷	3.8495	=	\$2,042,410.61
Jul. 2021 (0.0654%)	141,849.78	8,107,011.12	109,854,670.36	71,871.46	=	8,320,732.36	÷	4.0492	=	\$2,054,907.72
Aug. 2021 (0.0635%)	137,654.79	8,406,499.74	116,725,018.77	74,107.90	=	8,618,262.43	÷	4.0848	=	\$2,109,837.06
Sep. 2021 (0.0649%)	140,733.56	8,171,025.43	123,849,171.09	80,389.63	=	8,392,148.62	÷	4.1336	=	\$2,030,227.55
Oct. 2021 (0.0682%)	147,826.44	8,590,985.97	130,773,768.91	89,162.45	=	8,827,974.87	÷	3.9896	=	\$2,212,746.86
Nov. 2021 (0.0763%)	165,463.14	8,399,084.66	138,054,265.50	105,356.26	=	8,669,904.06	÷	4.0632	=	\$2,133,762.57
Dec. 2021 (0.0859%)	186,239.22	8,845,276.15	145,172,133.86	124,699.19	=	9,156,214.57	÷	3.9829	=	\$2,298,881.36
Jan. 2022 (0.0932%)	202,133.25	8,894,110.09	152,668,130.60	142,329.65	=	9,238,572.98	÷	3.8413	=	\$2,405,064.17
Feb. 2022 (0.1087%)	235,662.52	8,496,357.17	160,205,512.03	174,131.45	=	8,906,151.14	÷	3.7548	=	\$2,371,937.56
Mar. 2022 (0.1218%)	264,138.49	9,217,094.52	167,405,814.71	203,944.25	=	9,685,177.26	÷	3.6893	=	\$2,625,207.29
Apr. 2022 (0.1307%)	283,320.51	8,540,214.90	175,216,911.76	228,961.93	=	9,052,497.34	÷	3.8323	=	\$2,362,157.80
May. 2022 (0.1537%)	333,197.41	9,159,188.37	182,454,382.01	280,391.70	=	9,772,777.48	÷	3.7006	=	\$2,640,862.96
Jun. 2022 (0.1727%)	374,457.66	8,637,427.35	190,216,406.06	328,518.57	=	9,340,403.58	÷	3.8236	=	\$2,442,829.68
Jul. 2022 (0.1898%)	411,562.90	8,879,326.92	197,536,259.74	374,966.34	=	9,665,856.16	÷	3.9183	=	\$2,466,849.44
Aug. 2022 (0.2049%)	444,256.62	9,133,465.05	205,061,113.06	420,171.37	=	9,997,893.04	÷	3.8417	=	\$2,602,465.85
Sep. 2022 (0.2164%)	469,210.45	8,776,966.09	212,801,337.69	460,522.94	=	9,706,699.48	÷	3.9787	=	\$2,439,666.09
Oct. 2022 (0.2281%)	494,541.50	9,202,091.88	220,239,444.54	502,350.79	=	10,198,984.16	÷	3.9880	=	\$2,557,418.30
Nov. 2022 (0.2422%)	525,135.43	8,843,108.25	228,037,827.49	552,315.79	=	9,920,559.47	÷	3.8517	=	\$2,575,631.40
Dec. 2022 (0.2459%)	533,141.34	9,036,439.40	235,531,987.02	579,163.92	=	10,148,744.66	÷	3.8108	=	\$2,663,153.32
Jan. 2023 (0.2620%)	568,159.81	9,307,990.60	243,189,986.51	637,272.88	=	10,513,423.28	÷	3.8446	=	\$2,734,594.83
Feb. 2023 (0.2746%)	595,316.22	8,890,364.73	251,078,114.14	689,391.32	=	10,175,072.28	÷	3.8020	=	\$2,676,242.05
Mar. 2023 (0.2843%)	616,405.59	9,437,273.82	258,612,321.54	735,233.06	=	10,788,912.48	÷	3.7594	=	\$2,869,849.57
Apr. 2023 (0.2962%)	642,303.02	9,174,175.20	266,610,011.22	789,815.51	=	10,606,293.74	÷	3.7092	=	\$2,859,455.88
May. 2023 (0.3070%)	665,731.73	9,519,364.83	274,384,735.97	842,497.16	=	11,027,593.73	÷	3.6771	=	\$2,998,992.07
Jun. 2023 (0.3107%)	673,585.70	9,252,560.17	282,451,994.30	877,499.23	=	10,803,645.11	÷	3.6251	=	\$2,980,233.68
Jul. 2023 (0.3194%)	692,432.63	9,525,429.16	290,293,146.99	927,093.52	=	11,144,955.31	÷	3.6083	=	\$3,088,699.75
Aug. 2023 (0.3225%)	699,304.89	9,667,865.50	298,365,544.58	962,331.00	=	1,329,501.39	÷	3.6935	=	\$3,067,416.11

Sep. 2023 (0.3273%)	709,691.01	9,336,510.38	306,558,650.94	1,003,441.64	=	11,049,643.02	÷	3.7898	=	\$2,915,626.95
Oct. 2023 (0.3223%)	698,843.22	9,725,647.19	314,470,947.87	1,013,606.83	=	11,438,097.24	÷	3.8349	=	\$2,982,632.47
Nov. 2023 (0.3094%)	670,920.50	9,510,387.78	322,713,021.76	998,612.02	=	11,179,920.29	÷	3.7345	=	\$2,993,685.98
Dec. 2023 (0.2933%)	636,025.83	9,953,998.12	330,772,672.41	970,316.94	=	11,560,340.89	÷	3.6934	=	\$3,129,999.70
Jan. 2024 (0.2854%)	618,807.49	9,065,585.83	339,208,264.05	968,124.54	=	10,652,517.85	÷	3.8012	=	\$2,802,409.20
Feb. 2024 (0.2761%)	598,644.97	-	346,890,963.90	957,792.80	=	1,556,437.77	÷	3.7783	=	\$411,941.29
<b>Aggregate Total</b>										<b>\$119,484,758.35</b>

<b>Table 2: Total Costs, Damages, &amp; Interest in U.S. Dollars Accrued Under the First Award Through February 29, 2024</b>	
Costs	\$2,023,070.20
Damages & Interest Through Oct. 31, 2019	\$66,339,761.01
Table 1 Total Damages & Interest – Nov. 2019 Through Feb. 2024	\$119,484,758.35
<b>Total</b>	<b>\$187,847,589.55</b>

# **Annex B**

**Table 1. Damages and Monthly Interest in U.S. Dollars**  
**Accrued Under the Second Award**

	<u>1</u>		<u>2</u>		<u>3</u>		<u>4</u>		<u>5</u>
	Damages Under the Award	-	Monthly Interest on Fixed Sum of Damages Under the Award	-	Subtotal of Columns 1 and 2	-	Exchange Rate <sup>1</sup>	-	Column 3 divided by column 2
	(Soles)		(Soles)		(Soles)				(USD)
Mar. 2019 (0.2004%) <sup>2</sup>	27,981,850.00	+	29,887.86	=	28,011,737.86	÷	3.3181	=	\$8,442,101.76
Apr. 2019 (0.2054%)	-	+	67,810.36	=	67,810.36	÷	3.3077	=	\$20,500.76
May. 2019 (0.2058%)	-	+	67,962.74	=	67,962.74	÷	3.3735	=	\$20,146.06
Jun. 2019 (0.2065%)	-	+	68,191.29	=	68,191.29	÷	3.2878	=	\$20,740.71
Jul. 2019 (0.2043%)	-	+	67,462.06	=	67,462.06	÷	3.3075	=	\$20,396.69
Aug. 2019 (0.1995%)	-	+	65,864.53	=	65,864.53	÷	3.3962	=	\$19,393.59
Sep. 2019 (0.1923%)	-	+	63,509.65	=	63,509.65	÷	3.3825	=	\$18,775.95
Oct. 2019 (0.1892%)	-	+	62,474.85	=	62,474.85	÷	3.3474	=	\$18,663.69
Nov. 2019 (0.1879%)	-	+	62,030.92	=	62,030.92	÷	3.3981	=	\$18,254.59
Dec. 2019 (0.1820%)	-	+	60,102.33	=	60,102.33	÷	3.3090	=	\$18,163.29
Jan. 2020 (0.1789%)	-	+	59,064.23	=	59,064.23	÷	3.3754	=	\$17,498.44
Feb. 2020 (0.1775%)	-	+	58,606.43	=	58,606.43	÷	3.4522	=	\$16,976.55
Mar. 2020 (0.1741%)	-	+	57,491.76	=	57,491.76	÷	3.4326	=	\$16,748.75
Apr. 2020 (0.1619%)	-	+	53,464.74	=	53,464.74	÷	3.3770	=	\$15,832.02
May. 2020 (0.1446%)	-	+	47,750.92	=	47,750.92	÷	3.4292	=	\$13,924.80
Jun. 2020 (0.1240%)	-	+	40,933.19	=	40,933.19	÷	3.5402	=	\$11,562.40
Jul. 2020 (0.1084%)	-	+	35,795.74	=	35,795.74	÷	3.5270	=	\$10,149.06
Aug. 2020 (0.0997%)	-	+	32,912.05	=	32,912.05	÷	3.5434	=	\$9,288.27

<sup>1</sup> The listed exchange rate represents the value of 1 U.S. Dollar in Peruvian soles at the end-of-period exchange rate published by the Central Reserve Bank of Peru for each stated month.

<sup>2</sup> The listed percentage indicates the interest rate applied, as agreed by the parties. See Dkt. 113, 114, 115, 116.

Sep. 2020 (0.0957%)	-	+	31,595.61	=	31,595.61	÷	3.5977	=	\$8,782.17
Oct. 2020 (0.0920%)	-	+	30,369.22	=	30,369.22	÷	3.6128	=	\$8,406.01
Nov. 2020 (0.0881%)	-	+	29,104.26	=	29,104.26	÷	3.6054	=	\$8,072.41
Dec. 2020 (0.0840%)	-	+	27,726.73	=	27,726.73	÷	3.6181	=	\$7,663.34
Jan. 2021 (0.0792%)	-	+	26,154.38	=	26,154.38	÷	3.6362	=	\$7,192.78
Feb. 2021 (0.0760%)	-	+	25,094.04	=	25,094.04	÷	3.6492	=	\$6,876.59
Mar. 2021 (0.0742%)	-	+	24,491.19	=	24,491.19	÷	3.7539	=	\$6,524.20
Apr. 2021 (0.0741%)	-	+	24,477.48	=	24,477.48	÷	3.7854	=	\$6,466.29
May. 2021 (0.0717%)	-	+	23,679.97	=	23,679.97	÷	3.8263	=	\$6,188.74
Jun. 2021 (0.0681%)	-	+	22,493.11	=	22,493.11	÷	3.8495	=	\$5,843.12
Jul. 2021 (0.0654%)	-	+	21,602.12	=	21,602.12	÷	4.0492	=	\$5,334.91
Aug. 2021 (0.0635%)	-	+	20,963.27	=	20,963.27	÷	4.0848	=	\$5,132.02
Sep. 2021 (0.0649%)	-	+	21,432.13	=	21,432.13	÷	4.1336	=	\$5,184.86
Oct. 2021 (0.0682%)	-	+	22,512.30	=	22,512.30	÷	3.9896	=	\$5,642.75
Nov. 2021 (0.0763%)	-	+	25,198.17	=	25,198.17	÷	4.0632	=	\$6,201.56
Dec. 2021 (0.0859%)	-	+	28,362.13	=	28,362.13	÷	3.9829	=	\$7,120.97
Jan. 2022 (0.0932%)	-	+	30,782.61	=	30,782.61	÷	3.8413	=	\$8,013.59
Feb. 2022 (0.1087%)	-	+	35,888.74	=	35,888.74	÷	3.7548	=	\$9,558.10
Mar. 2022 (0.1218%)	-	+	40,225.31	=	40,225.31	÷	3.6893	=	\$10,903.24
Apr. 2022 (0.1307%)	-	+	43,146.51	=	43,146.51	÷	3.8323	=	\$11,258.65
May. 2022 (0.1537%)	-	+	50,742.20	=	50,742.20	÷	3.7006	=	\$13,711.88
Jun. 2022 (0.1727%)	-	+	57,025.67	=	57,025.67	÷	3.8236	=	\$14,914.13
Jul. 2022 (0.1898%)	-	+	62,676.38	=	62,676.38	÷	3.9183	=	\$15,995.81
Aug. 2022 (0.2049%)	-	+	67,655.26	=	67,655.26	÷	3.8417	=	\$17,610.76
Sep. 2022 (0.2164%)	-	+	71,455.45	=	71,455.45	÷	3.9787	=	\$17,959.50
Oct. 2022 (0.2281%)	-	+	75,313.08	=	75,313.08	÷	3.9880	=	\$18,884.93
Nov. 2022 (0.2422%)	-	+	79,972.19	=	79,972.19	÷	3.8517	=	\$20,762.83
Dec. 2022 (0.2459%)	-	+	81,191.40	=	81,191.40	÷	3.8108	=	\$21,305.61
Jan. 2023 (0.2620%)	-	+	86,524.32	=	86,524.32	÷	3.8446	=	\$22,505.41
Feb. 2023 (0.2746%)	-	+	90,659.93	=	90,659.93	÷	3.8020	=	\$23,845.33
Mar. 2023 (0.2843%)	-	+	93,871.61	=	93,871.61	÷	3.7594	=	\$24,969.84
Apr. 2023 (0.2962%)	-	+	97,815.49	=	97,815.49	÷	3.7092	=	\$26,371.05
May. 2023 (0.3070%)	-	+	101,383.42	=	101,383.42	÷	3.6771	=	\$27,571.57

Jun. 2023 (0.3107%)	-	+	102,579.49	=	102,579.49	÷	3.6251	=	\$28,297.01
Jul. 2023 (0.3194%)	-	+	105,449.66	=	105,449.66	÷	3.6083	=	\$29,224.20
Aug. 2023 (0.3225%)	-	+	106,496.23	=	106,496.23	÷	3.6935	=	\$28,833.42
Sep. 2023 (0.3273%)	-	+	108,077.92	=	108,077.92	÷	3.7898	=	\$28,518.11
Oct. 2023 (0.3223%)	-	+	106,425.92	=	106,425.92	÷	3.8349	=	\$27,751.94
Nov. 2023 (0.3094%)	-	+	102,173.61	=	102,173.61	÷	3.7345	=	\$27,359.38
Dec. 2023 (0.2933%)	-	+	96,859.54	=	96,859.54	÷	3.6934	=	\$26,225.04
Jan. 2024 (0.2854%)	-	+	94,237.39	=	94,237.39	÷	3.8012	=	\$24,791.48
Feb. 2024 (0.2761%)	-	+	91,166.86	=	91,166.86	÷	3.7783	=	\$24,129.07
<b>Aggregate Total</b>									<b>\$9,387,021.93</b>

<b>Table 2: Total Costs, Damages, &amp; Interest in U.S. Dollars Accrued Under the Second Award Through February 29, 2024</b>	
Costs	\$1,162,255.77
Table 1 Total Damages and Interest – Mar. 2019 Through Feb. 2024	\$9,387,021.93
<b>Total</b>	<b>\$10,549,277.70</b>