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11 **IN THE UNITED STATES DISTRICT COURT**  
12 **EASTERN DISTRICT OF WASHINGTON**  
13 **AT RICHLAND**  
14

15 **CURTIS W. HALL II,**

16 Plaintiff,

17 v.

No. 4:18-cv-05112-SMJ

18  
19  
20 **BECHTEL NATIONAL, INC.,**

**FIRST AMENDED COMPLAINT  
FOR DAMAGES FOR  
WRONGFUL TERMINATION**

21  
22  
23 Defendant.

24 **[JURY TRIAL DEMANDED]**

25  
26 **I. SUMMARY OF THE CLAIM**

27 1. This is a claim by Plaintiff for retaliation in violation of the federal False  
28 Claims Act, 31 U.S.C. § 3730(h)(1), and for tortious wrongful termination in  
29 violation of public policy under Washington state law against the Defendant,  
30 Bechtel National, Inc. (“BNI”). Plaintiff alleges that BNI placed him on an  
31 involuntary leave of absence on September 27, 2017 and terminated his

1 employment on November 15, 2017 in retaliation for his efforts in furtherance of  
2 the federal False Claims Act and Washington and federal public policies. Those  
3 public policies concerned safety and environmental dangers at the Hanford site.  
4 Plaintiff reported those dangers to BNI and to the U.S. Department of Energy  
5 (“DOE”), and intervened in a federal court lawsuit seeking to make prevention of  
6 those environmental dangers a renewed subject of public debate. Plaintiff also  
7 sought to investigate and expose what he reasonably believed to be BNI’s fraud  
8 and/or false claims in government contracting. Plaintiff seeks all remedies allowed  
9 at law and equity, including damages for lost wages and emotional distress, and  
10 injunctive relief to reinstate him to his former employment position at DOE  
11 Hanford Waste Treatment and Immobilization Plant (“WTP”) Project.

## 12 **II. JURISDICTION AND VENUE**

13 2. Jurisdiction lies in the United States District Court under 28 U.S.C. §  
14 1332 based on diversity of citizenship, 28 U.S.C. § 1331 based on federal  
15 questions presented under the False Claims Act, and 28 U.S.C. § 1367 based on  
16 supplemental and related claims under state law.

17 3. Venue lies in this United States District Court under 28 U.S.C. § 1391  
18 because the parties reside and/or do business in this judicial district, and a

1 substantial part of the events, acts and omission giving rise to the Plaintiff's claims  
2 occurred in this judicial district.

3 **III. PARTIES**

4 4. Plaintiff, Curtis W. Hall II, is a citizen of the United States residing in the  
5 State of Washington. Plaintiff was originally hired by the Defendant on the DOE's  
6 WTP Project on January 18, 2005 as an Engineer III/Grade 24 Controls &  
7 Instrumentation [C&I] Engineer. Plaintiff was subjected to an unlawful termination  
8 of employment on July 28, 2005 in retaliation for whistleblowing. As a result of  
9 DOE Office of Hearings and Appeals Decisions and Orders TBH- 0042 and TBA-  
10 0042, Plaintiff was ordered reinstated to the WTP Project as a C&I Engineer on  
11 November 3, 2008.

12 5. The defendant, Bechtel National, Inc. ("Bechtel"), is a corporation  
13 organized and existing under the laws of the State of Nevada, with its principal  
14 place of business at the DOE Hanford site in Richland, Washington.

15 6. Bechtel is a prime contractor for the DOE-ORP at Hanford. In August  
16 2000 Bechtel National, Inc. (BNI) entered into a contract DE-AC27-01RV14136  
17 with the U.S. Department of Energy (DOE), Office of River Protection (ORP) for  
18 the design, construction, and commissioning of the Waste Treatment and

1 Immobilization Plant (WTP) Project.

2 7. BNI has obligated itself to both Washington and federal regulators to  
3 neither actively engage in whistleblower retaliation, nor to tolerate or permit it.

4 **IV. BACKGROUND FACTS**

5 8. The Hanford Nuclear Site (“Hanford”), is located in Southeastern  
6 Washington State, and is a former nuclear weapons production facility. Since  
7 1990, the DOE has been dedicated to a clean-up mission to deal with the cold-war  
8 legacy of high-level pollution on site. Hanford sits adjacent to the Columbia River  
9 and is home to millions of gallons of hazardous high-level and low-level nuclear  
10 waste and other chemical wastes.

11 9. For more than forty years, reactors located at Hanford produced  
12 plutonium for America’s defense program. The DOE’s mission is to ensure that all  
13 of the facilities and structures that were associated with Hanford’s defense mission  
14 are deactivated, decommissioned, decontaminated, and demolished. Thousands of  
15 employees are currently employed at Hanford for that purpose.

16 10. High-level nuclear waste, which is composed of chemical and  
17 radioactive waste (“high-level nuclear tank waste”), is currently stored in 177 large  
18 underground tanks, all of which have exceeded their projected stable lifetime, and

1 many of which are confirmed to have leaked into the ground beneath the tanks. A  
2 substantial amount of groundwater under the Hanford site is contaminated.

3 11. The cornerstone of the high-level nuclear tank waste cleanup project at  
4 Hanford is the Hanford Tank Waste Treatment Plant (“WTP”). The WTP will be  
5 an industrial complex of facilities for separating and vitrifying (immobilizing in  
6 glass) millions of gallons of high-level nuclear tank waste. Vitrification technology  
7 involves blending the high-level nuclear tank waste with glass-forming materials  
8 and heating it to over 2,000 degrees Fahrenheit. The mixture is then poured into  
9 stainless steel canisters to cool and solidify. Once in this vitrified glass form, the  
10 high-level nuclear tank waste is considered stable and impervious to the  
11 environment, and its radioactivity will dissipate over hundreds or thousands of  
12 years.

13 12. The five major components of the WTP will be: the Pretreatment  
14 Facility for separating the high-level nuclear tank waste into the high level  
15 radioactive waste stream and the low level stream, the High-Level Waste facility  
16 where the high-level nuclear tank waste will be immobilized into glass, the Low-  
17 Activity Waste facility where the low-level nuclear tank waste will be immobilized  
18 into glass, the Analytical Laboratory facility for providing chemical analysis for

1 plant operations and testing the quality of the glass, and the Balance of Facilities,  
2 which will comprise several support facilities such as fire suppression, compressed  
3 air and treated water.

4 13. The WTP is currently one of the largest nuclear projects in the United  
5 States and once complete, the WTP will be the largest facility of its kind in the  
6 United States.

7 14. The original time estimate was seven years to complete the WTP.

8 15. The DOE's current time estimate to fully complete the WTP is 2036.

9 16. Following the construction of the WTP and the commissioning of WTP  
10 facilities and systems, the plant is planned to be fully operational by 2036 as  
11 mandated by the Tri-Party Agreement.

12 17. The WTP is being built with a design life of forty years. Due to  
13 radiological hazards from the waste, parts of the WTP must operate for forty years  
14 with no maintenance.

15 18. The high-level nuclear waste in the Hanford waste tanks includes  
16 plutonium and enriched uranium.

17 19. A contamination incident of sufficient magnitude could damage the  
18 WTP facility and endanger the public. Consequences of such a contamination

1 incident include notification and reviews by State of Washington and DOE, and  
2 could result in a shutdown of the WTP for an indeterminate period.

3 20. The DOE's Office of River Protection ("DOE-ORP") was established  
4 by the U.S. Congress in 1998 as an independent office at the Hanford Site with the  
5 exclusive focus of solving the Hanford tank cleanup challenge. The goal of the  
6 DOE-ORP is to complete tank cleanup quickly, safely, and cost effectively. To this  
7 end, it provides contract management, safety oversight, and project integration for  
8 its prime contractors, which currently include Bechtel and Washington River  
9 Protection Solutions, LLC.

10 21. To ensure the safety of the overall project, the DOE-ORP implements an  
11 Integrated Safety Management System approach for benchmarking and  
12 maintaining its safety culture. Maintaining this safety culture is also a priority of  
13 the State of Washington Department of Ecology.

14 22. On May 15, 1989, the DOE, the U.S. Environmental Protection Agency,  
15 and the State of Washington Department of Ecology signed a comprehensive  
16 cleanup and compliance agreement known as the Tri-Party Agreement, which is an  
17 agreement for achieving compliance at Hanford with the Comprehensive  
18 Environmental Response Compensation and Liability Act (CERCLA) remedial

1 action provisions, and with the Resource Conservation and Recovery Act (RCRA)  
2 treatment, storage, and disposal unit regulations and corrective action provisions.  
3 The Tri-Party Agreement reflects a concerted goal by the State of Washington and  
4 the federal government to achieve full regulatory compliance and remediation,  
5 with enforceable milestones in an aggressive manner.

6 23. Although WTP is not yet processing radioactive materials, WTP  
7 personnel are procuring, installing, and constructing structures, systems and  
8 components (SSCs) that will be relied on for safe operation of a complex set of  
9 nuclear facilities. If these functions are not performed correctly and with high  
10 standards of quality, the safety of the WTP could be compromised during future  
11 operations by latent failures in design or safety analysis, or in the installed  
12 structures, systems, and components. Therefore, a healthy nuclear safety culture,  
13 one in which employees feel empowered to raise safety questions without fear of  
14 retaliation, is essential at WTP during the current design, construction and  
15 commissioning phase, as well as in the future operational phase.

16 **V. FACTS REGARDING PLAINTIFF'S PROTECTED ACTIVITY**

17 **A. BNI and DOE Officials Receiving Plaintiff's Protected Disclosures:**

18 24. Plaintiff engaged in protected activities seeking to vindicate Washington  
19 and federal public policies by making disclosures to the following persons:



1           1. ***Managers:***

2           Peggy McCullough, BNI WTP Project Director (former)  
3           Ian Milgate, BNI WTP Project Technical Director & Design Authority  
4           Tom Hughes, BNI WTP Manager of Production Engineering  
5           Nathan McAdams, Bechtel NS&E Electrical and Control Systems  
6           Functional Manager  
7           Neal Schertz, BNI WTP Control Systems Functional Manager  
8           Wayne Underhill, BNI WTP Control Systems Functional Manager  
9           (retired)  
10          Mark Prytherch, BNI WTP DFLAW PEM & Resident Engineering  
11          Manager

12  
13          2. ***Human Resources Officials:***

14          Christine Drummond, BNI WTP Human Resources Manager (former)  
15          Lisa Armstrong, BNI WTP Human Resources Manager  
16          Sheila Brasher, BNI WTP Employee Relations Supervisor  
17          Kathryn “KD” Zavarelli, BNI WTP HR Operations Manager  
18          Linda McKenney, BNI WTP Senior HR Representative

19  
20          3. ***BNI Legal Counsel:***

21          Jean Dunkirk, BNI WTP Senior Legal Counsel  
22          Leslie Droubay-Killoran, BNI WTP Senior Legal Counsel  
23          Deb Pell, Bechtel Legal Counsel Consultant

24  
25          4. ***Employee Concerns Officials:***

26          Roger Gordon, DOE Employee Concerns Manager (former)  
27          Barry Hall, BNI WTP ECP Manager

28  
29          5. ***Information Technology Officials:***

30          Karl Georgi, Bechtel NS&E Manager of IS&T  
31          Daniel Zettlemoyer, BNI WTP IS&T Chief Information Officer

1                   **6. Supervisory Engineers and Leads:**

2                   Marty Ehlinger, BNI WTP Quality Engineering Supervisor  
3                   Curt Nickolaus, BNI WTP Resident Engineering C&I Engineering Group  
4                   Supervisor  
5                   Rod Busalpa, BNI WTP Resident Engineering C&I Deputy Engineering  
6                   Group Supervisor  
7                   Brian Tyrrell, BNI WTP Engineering Completion C&I Lead

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9                   **7. Engineers:**

10                  Jim Schott, Senior BNI WTP Senior Control Systems Engineer (retired)  
11                  William Pena Sosa, BNI WTP Control Systems Engineer  
12                  Daniel Robertson, BNI WTP Senior Environmental Engineer- Dangerous  
13                  Waste Permit  
14                  Chuck McKnight, BNI WTP Senior Fire Protection Engineer  
15                  Travis Peyatt, BNI WTP Mechanical Systems Engineer

16  
17                  **B. Disclosures of Fire Safety Suppression and Atmospheric Reference**  
18                  **Ventilation Systems Vulnerabilities to Seismic Events:**

19                  25. Plaintiff repeatedly disclosed potentially dangerous vulnerabilities in the  
20                  WTP emergency fire suppression systems, including risks of systems failure  
21                  following seismic events.

22                  26. On March 7, 2016, Plaintiff sent an email to Peyatt and Cc: Prytherch,  
23                  Underhill, Nickolaus, and Busalpa re Subject: “RE:\*\*\* *FSW PUMP HOUSE 84B*  
24                  *P&ID Revision and FSW system nuclear safety quality concern*”. Plaintiff wrote in  
25                  part:

26                  There should not be a significant seismic category downgrade by BNI  
27                  engineering management of the SSCs in the FSW system from SC-III

1 to SC-IV. After a major earthquake, it is highly probable that that  
2 there will be the release of highly flammable materials [e.g.,  
3 hydrogen, diesel fuel] and large a fire(s) on the WTP Project, and the  
4 FSW system SSCs must be SC-III at a minimum to help insure that  
5 they will function after a major earthquake to supply the water to  
6 suppress/extinguish these fires: to allow operations personnel to  
7 remain at [and not evacuate] their duty stations in the PT control room  
8 to safely control and if necessary shutdown to a safe state PT systems  
9 and other important WTP systems that process and contain hazardous  
10 radioactive and chemical materials; allow other WTP essential  
11 personnel to remain on the site to assist to safely control and if  
12 necessary shutdown to a safe state important WTP systems; and, to  
13 protect the health and safety of WTP workers, site visitors, co-located  
14 Hanford site workers and the public, and to protect the environment.

15 27. On April 14, 2017, Plaintiff sent an email to Nickolaus and Gordon and

16 Cc: Milgate, Hughes, Ehlinger, McCullough, Dunkirk, McAdams, Underhill,

17 Busalpa, Sosa, and Prytherch Subject: “*RE: DCP Procedure AND DOE*

18 *regulatory compliance and nuclear safety/quality concerns*”. Plaintiff wrote in

19 part:

20 It remains a not resolved DOE 10 CFR Part 830 Nuclear Safety  
21 Management regulatory compliance and nuclear safety/quality  
22 concern of mine that the significant seismic category downgrade [25%  
23 for structures, 50% for systems and components] by BNI WTP  
24 engineering management of WTP fire suppression system SSCs  
25 [which include FPW system instruments] from seismic category SC-  
26 III to SC-IV is in substantial violation of the above referenced SRD II  
27 document, the DOE 10 CFR Part 830 regulation and other top-level  
28 requirements documents and puts at substantial risk the health and  
29 safety WTP personnel, site visitors, co-located Hanford site personnel,  
30 the public and puts at risk the environment, due to the failure of the

1 FPW system to perform required fire suppression, life safety and  
2 property protection design functions after a major earthquake to put  
3 out a large fire(s) on the WTP Project.

4 28. On September 18, 2017, Plaintiff sent an email to Milgate and Hughes,  
5 Cc: Gordon, McCullough, Dunkirk, McAdams, Prytherch, Schertz, Nickolaus,  
6 Busalpa, and Tyrrell re *Subject: "BNI WTP LAB facility SC-III to SC-IV seismic*  
7 *downgrade nuclear safety/quality and false claims concerns"*. Plaintiff wrote in  
8 part:

9 \*\*\* I learned of this Seismic Category SC-IV violation in my recent  
10 design work to issue "LAB - Analytical Laboratory Instrument Index  
11 Work Package LABARV"/24590-LAB-J0X-J12T-00015 Rev.0, in  
12 which in part I discovered multiple design errors [including Seismic  
13 Category SC-IV and Seismic Boundary SC-IV errors] in the ninety-  
14 nine [99] instrument installation report "LAB - Analytical Laboratory  
15 Facility Instrument Installation Report"/24590-LAB-J0X-J12T-00003  
16 Rev.2 issued in April 2015 which was used to install LAB ARV and  
17 LAB ventilation systems instruments. \*\*\* This could mean the tubing  
18 and instruments for the LAB ARV and ventilation systems that were  
19 not installed to Seismic Category SC-III requirements could fail in a  
20 major earthquake which could lead to a nuclear accident on the WTP  
21 Project and the release of radiation after a major earthquake due to the  
22 failure of the LAB tubing and instruments to perform their required  
23 seismic and other design functions.

24 **C. Disclosures of WTP Personnel Being Inadequately Trained and**  
25 **Qualified:**

26 29. Plaintiff repeatedly disclosed potentially dangerous vulnerabilities in the  
27 WTP Project caused by staff not being adequately trained and qualified to perform

1 all the tasks assigned to them. Nuclear, environmental and occupational safety and  
2 the safe operation of WTP facilities and systems cannot be assured unless Hanford  
3 employees are fully trained and qualified to perform their assigned work.

4 30. On March 2, 2017, Plaintiff sent an email to Nickolaus and Cc:  
5 Underhill, Busalpa, Hughes, Prytherch, McAdams, McCullough, Dunkirk,  
6 Drummond, Brasher, and Zavarelli re *Subject: "Request for WTP SPI Instrument*  
7 *Index module database formal classroom training and nuclear safety/quality*  
8 *concerns"*. Plaintiff wrote in part:

9 The adequacy of training has been a recurring issue with our  
10 customer, the DOE, which performs periodic audits on WTP Project  
11 work groups, on the failure by Bechtel/BNI WTP Project management  
12 to comply with 10 CFR Part 830 Nuclear Safety Management  
13 regulation nuclear safety/quality requirements.

14 31. On June 19, 2017, Plaintiff, Nickolaus and Zavarelli attended the  
15 Performance Improvement Plan [PIP] "Task Progress Meeting". The following are  
16 excerpts from the meeting in which Plaintiff stated in part:

17 It is DOE regulatory compliance and nuclear safety/quality concern of  
18 mine that: to date, in substantial violation of the DOE 10 CFR Part  
19 830 regulation at 830.122(b)(1), Bechtel/BNI WTP management has  
20 not trained and qualified me and other BNI WTP C&I personnel who  
21 have been assigned to perform WTP SPI Instrument Index module  
22 database design work, and other C&I personnel have made errors in  
23 the index which has led to the loss of configuration control in the

1 index which makes it very probable a nuclear accident could occur on  
2 the WTP Project\*\*\*.

3 32. On July 27, 2017, Plaintiff sent an email to Schertz, Cc: Gordon,  
4 Hughes, McCullough, Dunkirk, McAdams, Prytherch, Underhill, Nickolaus,  
5 Busalpa, and Tyrrell *Subject: "RE: U.S. DOE OHA ordered formal classroom*  
6 *training request and WTP BNI nuclear safety/quality and false claims concerns"*.

7 Plaintiff wrote in part:

8 On June 29th you visited the WTP construction site and spoke to me.  
9 I asked you if you received the formal classroom training request  
10 email I sent to you on June 28th [see below 6/28/2017 email] and you  
11 said Yes, and that you would be back to the WTP Project on July 17th  
12 and "we can revisit that issue". \*\*\*

13 In this DOE 10 CFR Part 708 OHA TBA- 0042 case/administrative  
14 proceeding, in substantial violation of the DOE 10 CFR Part 708  
15 regulation at Part 708.38(b) and at Part 708.43, the DOE 10 CFR Part  
16 830 regulation, the DOE WTP Project contract and other top-level  
17 requirements documents my supervisor with the concurrence of  
18 Bechtel/BNI WTP management has denied and not provided the DOE  
19 OHA TBA- 0042 ordered "formal classroom training" \*\*\*.

20 The WTP is a nuclear project that is required to safely vitrify  
21 hazardous chemical and radioactive waste into a stable glass form.  
22 The DOE 10 CFR Part 830 Nuclear Safety Management regulation at  
23 830.122(b)(1) requires that Bechtel/Bechtel National, Inc. WTP  
24 Project management to "Train and qualify personnel to be capable of  
25 performing their assigned work".

1           **D. Disclosures of Inadequate or Missing Documentation on System**  
2           **Compliance:**

3           33. Plaintiff repeatedly disclosed potentially dangerous vulnerabilities in the  
4 WTP Project caused by inadequate or missing documentation. Nuclear,  
5 environmental and occupational safety and the safe operation of WTP facilities and  
6 systems cannot be assured unless Hanford projects are performed to, and in strict  
7 compliance with, design and operational requirements documentation.

8           34. On March 16, 2017, Plaintiff sent an email to Nickolaus and Milgate and  
9 Cc: Hughes, Ehlinger, McCullough, Dunkirk, McAdams, Underhill, Busalpa,  
10 Giller, Schott, and Prytherch Subject: “*RE: FPW Instrument Datasheets AND*  
11 *instrument datasheets nuclear safety/quality concern*”. Plaintiff wrote in part:

12           I think your initial decision to file a WTP Condition Report [CR] was  
13 based on the fact that you know Bechtel/BNI WTP Project  
14 engineering management is in violation of the WTP contract and other  
15 requirements documents for their decision to not have prepared and  
16 issued Instrument Datasheets/Specification sheets for every WTP  
17 instrument tag number. I was told by a manager to not file CRs, for if  
18 I were to there would be adverse consequences. I think you were told  
19 by engineering management to not file a CR on this substantial  
20 violation.

21           35. On March 16, 2017, Plaintiff attended the “Expectations” meeting with  
22 Nickolaus and Zavarelli and addressed safety topics. The following are excerpts  
23 from the meeting in which Plaintiff stated in part:

1 Production without quality is only the appearance of productivity: as it  
2 violates procedure and other top-level requirements documents, the  
3 WTP NSQC policy and puts at risk the health and safety of people,  
4 and puts at risk the environment since equipment may not perform  
5 required design functions to allow the WTP Project to operate in a  
6 reliable and safe manner. \*\*\* Per the request of my  
7 DFLAW/BOF/LAB Lead, I agreed to take on his work on Condition  
8 Report [CR] "Design change package (DCP) process not properly  
9 implemented for NLD powerhouse"/24590-WTP-GCA-MGT-15-  
10 00599 Rev.0 Action 04. " \*\*\* [T]he BOF NLD-B-01 system was  
11 completed without a Design Change Package [DCP] waiver being  
12 granted by Construction, Startup and Plant Engineering. The root  
13 cause of this substantial procedure violation was the collective  
14 placement of production as the priority over WTP procedure and  
15 nuclear safety/quality requirements compliance by you and these two  
16 DFLAW/BOF/LAB C&I personnel.

17 36. On May 1, 2017, Plaintiff sent an email to Sosa, Cc: McAdams,  
18 Underhill, Nickolaus, and Busalpa *Subject: "RE: 24590-BOF-J-EDR-J-16-0102*  
19 *B91 Instrument Index Report - DUE 2/28/2017 AND WTP FPW system nuclear*  
20 *safety/quality concern"*. Plaintiff wrote in part:

21 It remains a NOT resolved WTP Project DOE 10 CFR Part 830  
22 Nuclear Safety Management regulatory compliance and nuclear  
23 safety/quality concern of mine that the significant seismic category  
24 downgrade [25% for structures, 50% for systems and components] by  
25 BNI WTP engineering management of the FPW system SSCs [which  
26 include FPW system instruments] from seismic category SC-III to  
27 SC-IV is in substantial violation of the above referenced SRD II  
28 document, the DOE 10 CFR Part 830 regulation and other top-level  
29 requirements documents and puts at substantial risk the health and  
30 safety WTP personnel, site visitors, co-located Hanford site personnel,  
31 the public and puts at risk the environment, due to the failure of the



1 FPW system to perform fire suppression, life safety and property  
2 protection design functions after a major earthquake to put out a large  
3 fire(s) on the WTP Project.

4 37. On June 20, 2017, Plaintiff sent an email to McKnight, Cc: Gordon,  
5 McCullough, Dunkirk, McAdams, Hughes, Prytherch, Schertz, Underhill,  
6 Nickolaus, Busalpa and Milgate Subject: "RE: \*\*\* WTP nuclear safety/quality  
7 and false claims concerns". Plaintiff wrote in part:

8 The WTP Fire Detection & Alarm [FDE] system vendor drawing  
9 submittals I reviewed are not P&IDs, and they do not contain the  
10 required P&ID information on them for the buildings 21 and 21S FDE  
11 system. All the WTP fire suppression systems, including the FDE  
12 system are required to have P&IDs issued with the required  
13 information on them [including Quality Level and Seismic Category  
14 information]\*\*\*. These requirements were not flowed down to the  
15 WTP fire suppression vendors/sub-contractors by BNI personnel, and  
16 BNI WTP as the prime WTP Project contractor is required to comply  
17 with these requirements but has not.

18 38. On July 10, 2017, Plaintiff sent an email to Robertson, Cc: Gordon,  
19 McCullough, Dunkirk, McAdams, Hughes, Prytherch, Schertz, Underhill,  
20 Nickolaus, and Busalpa Subject: "RE: *The Dangerous Waste Permit meetings on  
21 the determination of WTP DWP instrumentation and DWP nuclear safety/quality  
22 and false claims concerns*". Plaintiff wrote in part:

23 \*\*\* Bechtel/BNI WTP Project management are in substantial  
24 violation of the WTP Project Dangerous Waste Permit documents,  
25 one being the report "Tanks and Miscellaneous Units Regulated by  
26 the Dangerous Waste Permit"/24590-WTP-RPT-ENV-03-002 Rev.4

1 at section 3 which requires the proper identification of all Dangerous  
2 Waste Permit [DWP] instrumentation in WTP design documents [e.g.,  
3 the SLD document for the LAB RLD system [which is a DWP permit  
4 document]] and the SmartPlant Instrumentation [SPI] [formerly called  
5 INtools] instrument index database, and, this instrumentation not  
6 identified as DWP and associated systems in the LAB and other WTP  
7 facilities was not properly inspected when installed and may not  
8 perform the required DWP hardware and/or firmware/software  
9 function(s) to safely contain dangerous waste on the WTP Project\*\*\*.

10 39. On August 8, 2017, Plaintiff sent an email to McKnight, Milgate, Cc:  
11 Gordon, McCullough, Dunkirk, McAdams, Hughes, Prytherch, Schertz, Underhill,  
12 Nickolaus, and Busalpa *Subject: "RE: \*\*\* WTP nuclear safety/quality and false*  
13 *claims concerns"*. Plaintiff wrote in part:

14 I have reviewed and submitted comments directly into the six BOF  
15 Fire Detection & Alarm [FDE] system vendor submittals drawings for  
16 GFR buildings 21 and 21S: \*\*\* I received these six documents for  
17 review and comment on 8/3/2017.\*\*\* It is a WTP contract  
18 requirement for BNI WTP engineering to prepare i.e., issue P&IDs as  
19 a WTP Project design deliverable for all WTP facilities and systems  
20 for our customer the DOE which was flowed down to the WTP  
21 Project procedure "Engineering Deliverables to Construction, Startup,  
22 and Plant Operations"/24590-WTP-3DP-G04B-00047 Rev.8 at Page  
23 50 Exhibit A. \*\*\* The issued FPW system P&IDs in these facilities  
24 do not meet WTP contract and procedure 00047 requirements since:  
25 they do not identify all permanent process and support equipment,  
26 instrument requirements, pipe sizes, and line numbers; and, do not  
27 contain simplified control system information.

28 **E. Disclosures of Inadequate System Instrumentation and Computer**  
29 **Software:**

30 40. Plaintiff disclosed potentially dangerous vulnerabilities in the WTP

1 Project caused by procurement, installation and acceptance of faulty, defective or  
2 substandard electrical and instrumentation and control equipment and software.  
3 Nuclear, environmental and occupational safety and the safe operation of WTP  
4 facilities and systems cannot be assured unless (a) engineers are properly trained  
5 for design, design review and preparation of required documentation; and (b) the  
6 proper and prescribed electrical and instrumentation and control equipment and  
7 software are procured and installed at the WTP in compliance with contract  
8 requirements for said documentation.

9 41. On May 18, 2017, Plaintiff sent an email to Milgate, Hughes,  
10 McCullough, Dunkirk, McAdams, Schertz, Underhill, Nickolaus, Tyrrell, Busalpa,  
11 and Prytherch Subject: "*WTP schedule and production versus nuclear*  
12 *safety/quality and nuclear safety/quality and false claims concerns*". Plaintiff  
13 wrote in part:

14 The WTP is a nuclear project that is required to safely vitrify  
15 hazardous chemical and radioactive waste into a stable glass form. It  
16 is a DOE 10 CFR Part 830 Nuclear Safety Management regulatory  
17 compliance and nuclear safety/quality concern of mine that the  
18 practice by Bechtel/BNI WTP Project management to place schedule,  
19 cost and production as the priority over nuclear safety quality [e.g.,  
20 see CR 16-00398, CR 17-00698, etcetera] has led to the procurement,  
21 installation and acceptance of faulty, defective or substandard  
22 electrical and instrumentation & control equipment and software on  
23 the WTP Project that does not meet nuclear quality and Nationally

1 Recognized Testing Laboratory [NRTL], Underwriters Laboratories  
 2 [UL], National Fire Protection Association [NFPA], National  
 3 Electrical Code [NEC] and ASME NQA-1 codes and standards [e.g.,  
 4 a large number of procured and installed equipment that doesn't have  
 5 the required UL certifications and labels- in the GFR and other WTP  
 6 systems, the defective WTP Integrated Control Network [ICN] PCJ  
 7 control system and network software, etc.] which could lead to  
 8 electrocution of WTP workers and a nuclear accident on the WTP  
 9 Project, which: is a substantial violation of nationally recognized  
 10 codes and standards [NRTL, UL, NFPA, NEC, ASME NQA-1], the  
 11 10 CFR Part 830 regulation at several parts [e.g., Part 830.122(e)  
 12 Criterion 5—Performance/Work Processes.

13 **F. Disclosures of Inadequate Staffing to Meet Required Quality**  
 14 **Standards:**

15 42. Plaintiff disclosed potentially dangerous vulnerabilities in the WTP  
 16 caused by inadequate staff being assigned to perform necessary tasks in the proper  
 17 construction of the WTP. Nuclear, environmental and occupational safety and the  
 18 safe operation of WTP facilities and systems cannot be assured without adequate  
 19 staff being assigned to perform necessary work.

20 43. On August 30, 2017, Plaintiff, Nickolaus and Zavarelli attended the  
 21 Performance Improvement Plan [PIP] “Work Status Meeting”. The following are  
 22 excerpts from the meeting in which Plaintiff stated in part:

23 I have a Quality Topic. The BNI WTP Condition Report [CR]  
 24 “Adverse Trend in Timely Completion of Deliverables”/24590-WTP-  
 25 GCA-MGT-17-00349 Rev.0, a level B CR states in part at Page 16:  
 26 \*\*\* Two apparent and one contributing cause were identified as part  
 27 of this evaluation: Apparent Cause 1 (AC-1): Management

1 expectations vary regarding completion of deliverables on time,  
2 resulting in inconsistent implementation of priorities across the  
3 Project related to timely completion of deliverables. Apparent Cause 2  
4 (AC-2): Less than adequate planning and (or) unrealistic expectations,  
5 relative to the time it will take to perform actions associated with the  
6 approval and closeout processes, results in less than adequate  
7 resources being available to manage completion of deliverables on  
8 time.” \*\*\* The WTP Resident Engineering C&I team I’m on is  
9 severely understaffed.

10  
11 **G. Disclosure of Inadequate Official Time to Report Safety and Quality**  
12 **Concerns:**

13 44. Plaintiff disclosed potentially dangerous vulnerabilities in the WTP  
14 Project caused by inadequate official time being allowed for him or other staff to  
15 report nuclear safety and quality concerns. Nuclear, environmental and  
16 occupational safety and the safe operation of WTP facilities and systems cannot be  
17 assured without employees having adequate official time to report nuclear safety  
18 and quality concerns.

19 45. On September 18, 2017, Plaintiff sent an email to Georgi, Cc:  
20 *Zettlemoyer Subject: “Request for USB thumbdrive exemption to work on DOE*  
21 *WTP Project regulatory compliance and nuclear safety/quality concerns”*. Plaintiff  
22 wrote in part:

23 I request an exemption to allow me to once again use a USB  
24 thumbdrive on my WTP computer. Part of my required duties on the  
25 DOE nuclear WTP Project as a C&I Systems Engineer is to report

1 WTP 10 CFR Part 830 Nuclear Safety Management regulation and  
2 nuclear safety/quality concerns to my Bechtel/BNI WTP Project  
3 management, concerns that if not corrected put at risk the health and  
4 safety of WTP workers, co-located Hanford site workers, WTP site  
5 visitors, the public and put at risk the environment.

6 My internal protected activities like reviewing project documents and  
7 writing up and sending emails to my management is very time  
8 consuming, so I spend many hours at home doing work to support  
9 those activities.

10 **H. Plaintiff's Participation in Federal False Claims Act Action Against**  
11 **BNI:**

12 46. Plaintiff participated in a federal court action filed against BNI on  
13 behalf of the federal government seeking to recover unlawfully or fraudulently  
14 received contract funds in construction of the WTP. Nuclear, environmental and  
15 occupational safety and the safe operation of the federally funded WTP facilities  
16 cannot be assured unless BNI fully meets and accurately certifies compliance with  
17 contract and regulatory requirements for production and submission to the DOE of  
18 required design, piping, instrument and construction documentation. Plaintiff's  
19 disclosures sets forth in paragraphs 25 to 50, individually and together, constituted  
20 complaints that (A) the training and documentation requirements of the contract  
21 under which Bechtel was billing the DOE were not being met, (B) Bechtel was  
22 falsely certifying to the DOE that such training and documentation requirements  
23 were being met, and (C) Bechtel was thereby engaged in ongoing false claims,

1 false billings and false certifications to the DOE.

2 47. On April 19, 2017, Plaintiff sent an email to Milgate and Hughes Cc:  
3 Dunkirk, Pell, McCullough, McAdams, Underhill, Nickolaus, Drummond,  
4 Brasher, Zavarelli, Prytherch, and Busalpa Subject: “*RE: Follow-up to our*  
5 *discussion on the motion to intervene to unseal WTP False Claims Act court*  
6 *records*”. Plaintiff wrote:

7 Although my primary concerns focus on nuclear health, safety and  
8 environmental dangers, my related concerns are that Bechtel National,  
9 Inc. on the WTP Project continues to submit false certifications and  
10 billings for non-compliant and dangerous designs, processes,  
11 materials, structures, systems and components.

12 48. On April 19, 2017, in response to Plaintiff’s False Claims Act email,  
13 Bechtel Legal & Risk Management distributed an email to a wide range of  
14 personnel, Subject: “*PLEASE READ - WTP - In re Curtis Hall Preservation Hold*  
15 *Notice - ACTION REQUIRED*”. The email stated in part:

16 This Preservation Hold Notice covers information (including but not  
17 limited to documents, electronically stored information and emails  
18 and other electronically stored communications) discussing, referring  
19 or otherwise relating to any of the following:

20 Control Systems Engineer Curtis W. Hall \*\*\* alleged safety/quality or  
21 retaliation concerns \*\*\* *involve but are not limited to the following*  
22 *aspects of WTP:*

- 23 • Procurement of SSCs designed as Safety Class or Safety Significant  
24 • Flow-indicator-rotameters and Related Components

- 1 • Fire Service Water and Fire Service Water Protection System
- 2 • Seismic requirements
- 3 • Compliance with NQA-1
- 4 • Fire Safety Systems
- 5 • Piping and Instrumentation Diagrams
- 6 • Uninterruptable Power Supply
- 7 • INtools/SPI
- 8 • PVV /PVP system
- 9 • Dangerous Waste Permit and Air Permit
- 10 • ICN
- 11 • Instrument Data Sheets

12  
13 49. On June 15, 2017, Plaintiff sent an email to McKnight and Milgate, Cc:  
14 Gordon, McCullough, Dunkirk, McAdams, Hughes, Prytherch, Schertz, Underhill,  
15 Nickolaus, and Busalpa *Subject: "RE: \*\*\* Please join the review of SDR 24590-*  
16 *CM-HC4-JQ05-00001-T01-01-00123\_00D AND WTP nuclear safety/quality and*  
17 *false claims concerns"*.

18 49A. Plaintiff wrote in part:

19 I have reviewed and submitted comments directly into the six BOF  
20 Fire Detection & Alarm [FDE] system vendor submittals Supplier  
21 Document Review [SDR] coversheets and associated drawings for  
22 GFR buildings 21 and 21S: ... You had sent them out for review on  
23 5/31/2017, but my supervisor prevented me from performing this  
24 work for several days. \*\*\* Related to this concern, I allege that  
25 Bechtel/BNI on the WTP Project continues to submit false claims-  
26 false certifications and false billings to the U.S. Department of Energy  
27 for non-compliant and dangerous trainings, procurements, designs,  
28 installations, processes, materials and structures, systems and  
29 components [SSCs].



1           49B. On June 20, 2017, less than 60 days before the secret decision to  
2 terminate him was made, Milgate sent an email to Plaintiff, copied to Roger  
3 Gordon (Manager of DOE Employee Concerns Program), Margaret McCullough  
4 (Bechtel's WTP Project Manager), Jean Dunkirk (Bechtel's in-house legal  
5 counsel), as well as McAdams, Hughes, Prytherch, Schertz, Underhill, Nickolaus  
6 and Busalpa. Said email directed Plaintiff to "close this chain of emails", and  
7 asserted without any prior investigation or reported findings by Bechtel that "I will  
8 reiterate again that BNI is not making false claims, false certifications and false  
9 billings."

10           49C. None of the copied recipients informed Milgate that his directive  
11 and/or statements to Plaintiff were inappropriate or unauthorized. Neither before  
12 nor after this email was sent to Plaintiff was he interviewed by Bechtel about his  
13 False Claims Act concerns, nor informed about any investigation or reported  
14 findings as to said concerns.

15           50. On August 8, 2017, Plaintiff sent an email to Zavarelli, Cc: McCullough,  
16 Hughes, Schertz, Underhill, Armstrong, Brasher, Dunkirk, Droubay-Killoran,  
17 Barry Hall, and Gordon *Subject: "EARB Consideration of Employment Status of*  
18 *Curtis Hall on the DOE WTP Project"*. Hall wrote:

1 Per your invitation to me in your 8/3/2017 email, Subject: “RE: WTP  
2 nuclear safety/quality and false claims concerns, the PIP and request  
3 to not retaliate again against Curtis Hall”, I ask that you transmit the  
4 following i.e., forward this email to all EARB members who may  
5 consider my continuing employment status on the DOE WTP Project.  
6 \*\*\* In May 2016, I filed two Employee Concerns with the BNI WTP  
7 ECP office that remain not properly addressed, not properly  
8 investigated and not resolved, concerns filed on retaliations  
9 committed by my supervisor with the concurrence of Bechtel/BNI  
10 WTP Project management. I have sent a number of emails and spoken  
11 in person to management personnel on the regulatory compliance and  
12 nuclear safety/quality and false claims concerns of mine, concerns that  
13 remain not resolved.

#### 14 **VI. EMPLOYER KNOWLEGE OF PROTECTED ACTIVITY**

15 51. As set forth above, all of Plaintiff’s managers, human resources  
16 officials, BNI legal counsel, employee concerns officials, information technology  
17 officials, supervisory engineers and leads and engineers (hereafter referred to as  
18 “Defendant’s decisionmakers”), had direct knowledge of one or more of his  
19 protected activities.

#### 20 **VII. RETALIATORY ADVERSE ACTIONS AND TERMINATION FROM** 21 **EMPLOYMENT**

22 52. On March 16, 2017, Nickolaus hand delivered a memorandum to  
23 Plaintiff during a meeting with Zavarelli in which part of the agenda was to discuss  
24 Plaintiff’s protected activity and fears of retaliation. In said memorandum  
25 Nickolaus threatened: “Continued refusal to perform the work will cause this to

1 transition to a disciplinary process.” Nickolaus knew that at no time had Plaintiff  
2 ever refused any assignment.

3 52A. This retaliatory threat was repeated on May 12, 2017, and Plaintiff was  
4 thereafter placed on a retaliatory Performance Improvement Plan (“PIP”) effective  
5 from June 13 to July 13, 2017. After the PIP period ended, Defendant’s managers,  
6 including Nickolaus and Zavarelli, proceeded with a plan to have Plaintiff  
7 terminated for failing to meet the PIP expectations. Zavarelli sought to have an  
8 “Employee Actions Review Board” (hereafter “EARB”) convened to ratify the  
9 termination decision that she and Nickolaus made.

10 52B. On August 16, 2017, Defendant’s managers, including but not limited  
11 to WTP Manager Margaret McCullough, Nickolaus and Zavarelli, all of whom  
12 were fully aware of Plaintiff’s protected activity, safety and regulatory complaints,  
13 as well as his False Claims Act disclosures and court participation, convened as an  
14 EARB. Pursuant to Bechtel’s written EARB policy “Guide”, Section 2.0 “Scope”,  
15 the sole purpose of the EARB was to evaluate whether management’s decision to  
16 terminate Plaintiff was:

17 [A]ppropriate, not arbitrary, capricious or discriminatory, consistent  
18 with actions applied to persons known to be similarly situated in  
19 relevant respects, in compliance with company policy and procedures  
20 and applicable federal and state laws, and not retaliatory for legally

1           protected activities.

2           52C. After discussing Plaintiff's protected activity as described above, the  
3 EARB abandoned the Guide requirements by declining to make a decision as to  
4 whether the termination was retaliatory and consistent with past discipline of  
5 similarly situated employees. Instead, Defendant's managers agreed to terminate  
6 Plaintiff's employment through preselecting him for a Reduction in Force  
7 (hereafter "RIF") layoff process that had not yet been completed. The Defendant's  
8 managers further agreed to conceal that RIF preselection decision by mandating  
9 Plaintiff into a new and sham PIP process and to knowingly and falsely represent  
10 to Plaintiff that if he successfully completed said PIP, his employment would not  
11 be terminated.

12           52D. The decision to do anything other than determine whether the  
13 termination of Plaintiff was retaliatory or not in accordance with the law or  
14 Defendant's policies was not authorized by the EARB Guide. Nothing in the Guide  
15 or prior EARB practice authorized the EARB to take no formal and announced  
16 action on the PIP termination, but instead to secretly use a RIF process to terminate  
17 Plaintiff.

18           52E. Following Plaintiff's termination, the Defendant knowingly submitted

1 false declarations to DOE investigators concealing the existence of this sham PIP  
2 process, instead stating that Plaintiff was terminated for failing to meet PIP  
3 expectations

4 53. On September 27, 2017, Schertz called Plaintiff and said he wanted to  
5 meet with him immediately in Room 153 in the Labor Relations section. Plaintiff  
6 asked what was this meeting about, and Schertz said “I think you know what it is  
7 about”, and Plaintiff said he didn’t know. Plaintiff attended this unscheduled  
8 meeting with Schertz and McKenney. At the start of the meeting, Schertz handed  
9 Plaintiff a one page letter, which stated:

10 “This letter is to confirm that your assignment on the Waste  
11 Treatment Plant Project will end November 15, 2017. This is also to  
12 confirm that effective today, you will be placed on a leave of absence,  
13 during which time you will continue to receive full pay and benefits.  
14 Your leave of absence and employment with BNI will end on  
15 November 15, 2017.”

16 54. Schertz, McKenney and Plaintiff then had a discussion and Plaintiff  
17 took notes.

18 54A. The following is a meeting recap by the Plaintiff:

19 Neal Schertz told Curtis Hall that “You’ve seen the emails and I have  
20 letter for you. The WTP Project has evolved in milestones and scope  
21 of work. Your assignment is complete on the project. Effective today  
22 you will be released from the project and your work for Bechtel will  
23 end on November 15, 2017”. Curtis Hall said “Do you mean this is

1 effective immediately. I won't be able to come to work tomorrow" to  
2 which Neal Schertz said "Yes". \*\*\* **Linda McKenney said "Curtis**  
3 **if you will reread the letter, you're not being terminated, you're**  
4 **being put on a leave of absence".** \*\*\* Hall said "Am I being fired  
5 from the project" to which McKenney said "No, you're being put on a  
6 leave of absence"\*\*\* **Hall asked "What reason did management**  
7 **give to take this adverse action against me" to which McKenney**  
8 **replied "From what I understand, there were two Performance**  
9 **Improvement Plans done on you, and you didn't meet the**  
10 **performance expectations".** Hall said "What matters is quality, not  
11 how fast work is done that has errors. \*\*\* **Hall asked Schertz "Do**  
12 **you know if the EARB board process was done on me due to the**  
13 **second PIP or any other reason" to which Schertz replied "The**  
14 **only one I know of was the one done after the first PIP on you".**  
15 \*\*\* McKenney told Hall "Here is a box, you have 20 minutes to  
16 gather your personal belongings and put them in this one box.  
17 Security personnel will escort you and what you place in the box will  
18 be searched Curtis. That is how it's done.

19 54B. The last physical work day for the Plaintiff on the WTP Project was  
20 September 27, 2017.

21 54C. At no time did Defendant inform Plaintiff that the actual decision to  
22 terminate him had been made by the EARB via the RIF and that he had been  
23 subjected to a sham PIP process from approximately August 24 to September 13,  
24 2017 under the false representation that if he successfully completed that PIP he  
25 would not be terminated.

26 55. On October 20, 2017, Plaintiff received by certified mail a "layoff" letter  
27 dated October 16, 2017 from McAdams stating in part:

1 Regretfully, business conditions require management to make very  
2 difficult decisions which adversely affect our workforce. Few  
3 decisions are more difficult than telling an employee there is no  
4 longer a position for him or her within the organization.

5 This letter confirms your conversation with function regarding the  
6 termination of your employment with Bechtel. Your last day of work  
7 will be November 15, 2017.\*\*\*I encourage you to check the internal  
8 Bechtel Opportunities website (TalentWorks) for current openings  
9 \*\*\*as well as, the external website www.bechtel.com for future  
10 openings.

11 "Attachment A - CONFIDENTIAL PTO Extension Worksheet"

12 "PAID TIME OFF (PTO) EXTENSION OF LAYOFF WORKSHEET" to

13 McAdams' letter stated in part:

14 Having received notification of a layoff, employees are given the  
15 option of extending the last day on payroll by the number of fully  
16 accrued PTO days, as of payroll period ending 10/8/2017. While on  
17 PTO extension, the work schedule will be changed to "C" (eight hour  
18 days, five days per week) and timecards will be filled out to record all  
19 remaining PTO through the extension date. PTO will continue to  
20 accrue; however, PTO accrued during this extension period will be  
21 paid as part of the final paycheck versus added on to the end date.  
22 \*\*\*PTO EXTENSION CALCULATION: Last day of work will be:  
23 November 15, 2017  
24

25 "Attachment B Exit Process for Employee Layoffs" to the McAdams' letter stated  
26 in part:

27  
28 LAST DAY 1. Meet with your manager or designee to return your badge,  
29 credit card, keys, cell phones, laptops, etc. 2. Complete the project/office  
30 specific exit activities \*\*\* 4. Ensure your final timecard is completed and  
31 signed.  
32

1           56. However, on September 27, 2017, Plaintiff and other personnel attended  
2 the bi-weekly “C&I RE Team meeting”. During the meeting, Control Systems  
3 Engineer Scott Meyers asked Busalpa if he has heard anything about layoffs and  
4 Busalpa said “No. I heard Field Engineering has a lot of openings. We pretty busy,  
5 we don’t want to lose any of you”. Just prior to this team meeting Plaintiff asked  
6 Busalpa if he has heard of any staffing impacts to their C&I team and Busalpa said  
7 “No, I haven’t heard of any” and he added there was a meeting the day before and  
8 it didn’t come up. Plaintiff said “You had a meeting” and Busalpa said yes, a  
9 functional meeting with Neal Schertz [WTP Control Systems Functional Manager  
10 Neal Schertz].

11           57. On November 15, 2017, Plaintiff, still on the involuntary leave of  
12 absence, was paid for the final time as his employment on the WTP project ended.

13           58. On December 4, 2017, Plaintiff confirmed that he was the only person  
14 on the BNI WTP Resident Engineering (RE) Controls & Instrumentation team  
15 selected for the 2017 layoff who was not allowed to continue working until his  
16 “assignment complete” date but was instead immediately put on involuntary leave  
17 of absence and ejected from the worksite under a security personnel escort.



1 58A. As of December 4, 2017, information available to the Plaintiff  
2 confirmed that except for himself, all the other WTP RE C&I team personnel he  
3 worked with shown on a BNI WTP org chart dated August 15, 2017 remained  
4 employed by BNI on the WTP RE C&I team.

5 58B. The only other C&I engineer included in the same 2017 layoff process  
6 was not ejected from the workplace, was allowed to continue working until his  
7 “assignment complete date”, and after several months was reinstated to BNI  
8 employment.

9 58C. Said reinstated employee had not engaged in known protected activity  
10 of submitting safety and regulatory complaints, nor engaged in any protected  
11 activity under the False Claims Act.

12 **VIII. FEDERAL CLAIM FOR RELIEF: RETALIATION IN VIOLATION**  
13 **OF THE FALSE CLAIMS ACT, 31 U.S.C. § 3730(h)**  
14

15 59. Plaintiff realleges all the facts set forth above and especially paragraphs  
16 numbered 46 to 58C, and incorporates the same by reference.

17 60. On March 27, 2017, Plaintiff in this court filed a “Motion to Intervene on  
18 Issues of Confidentiality and Sealed Court Records” in the case of *United States of*  
19 *America ex rel Gary Brunson et al v. Bechtel National Inc. et al*, No. CV-13-5013-  
20 EFS.

1 60A. Said motion stated in part:

2 Intervenor Curtis Hall is an engineer employed by Bechtel National,  
3 Inc. on the DOE WTP Project. Mr. Hall was an original source of the  
4 ABB, Inc. related allegations in the Amended Complaint at para. 389,  
5 and the Fire Service Water Protection System at para. 415, where he is  
6 specifically named.

7 \*\*\*

8 Intervenor Hall wants to discuss numerous specific paragraphs in the  
9 Amended Complaint, including but not limited to paras. 365-390, and  
10 403-427, and to retain Relator Brunson as a consulting expert in  
11 assessing the legal and factual merits of a potential False Claims Act  
12 action against the Bechtel defendants.

13  
14 60B. On November 23, 2016, this court unsealed said qui tam action and  
15 numerous media outlets immediately published reports that Bechtel had paid \$125  
16 million to settle said action.

17 61. Shortly after filing said motion to intervene, Plaintiff informed his  
18 supervisors and HR personnel orally and in writing making explicit his reasonable  
19 belief that the Defendant was engaged in submitting false claims, false billings and  
20 false certifications to the United States government.

21 62. Within less than 90 days after being so informed on March 27, 2017, the  
22 Defendant threatened to terminate Plaintiff, warned him to “close” his email chain  
23 of protected activity as to false claims, false certifications and false billings, and

1 placed him on a PIP in retaliation for his assertions of violations of the False  
2 Claims Act.

3 63. Up until the time the decision to terminate Plaintiff was made, he had  
4 received “meets expectations” and “exceeds expectations” overall and summary  
5 ratings for the years of 2013 thru 2016 on his annual performance reviews, merit  
6 pay increases, and was viewed by his supervisors to be a “sharp” and “competent”  
7 Bechtel certified C&I control systems and “resident” engineer who submitted work  
8 products of a quality that was “no better or worse than the average of the rest of the  
9 group”.

10 64. However, Plaintiff’s immediate supervisors and/or technical leads were  
11 critical of him and secretly ridiculed him in instant messaging because of his  
12 unwavering attention to technical details, safety concerns, and training  
13 requirements caused the rate and volume of documentation he produced to be  
14 lower than the average of the rest of the group. This criticism and ridicule of  
15 Plaintiff was made despite the FSW system for which he was responsible requiring  
16 more review than certain other systems assigned to his peers, because said FSW  
17 system was designed by a subcontractor rather than by Bechtel itself.

1 65. Plaintiff's supervisors were unreceptive and even made defensive when  
2 other subject matter expert engineers agreed with Plaintiff's safety determinations  
3 regarding FSW systems. Said supervisors were also professionally offended by  
4 Plaintiff's insistence that scheduling and document productivity must be secondary  
5 to nuclear, environmental and occupational safety.

6 66. As retaliation for his assertions of violations of the False Claims Act, on  
7 the same date he was informed by McKenney that he was being laid off under the  
8 RIF for the reasons that he had failed to meet the expectations of the June and  
9 August 2017 PIPs, Defendant placed Plaintiff on an involuntary leave of absence  
10 and removed him from the worksite using security personnel. The Defendant  
11 concealed that it was terminating Plaintiff using a sham PIP process, and it  
12 concealed his preselection for the RIF by the EARB. Furthermore, Defendant  
13 failed to reinstate Plaintiff into vacant positions that thereafter were available in his  
14 BNI WTP C&I engineering group for which he was qualified.

15 67. In undertaking said retaliatory acts as set forth above, the Defendant  
16 violated Plaintiff's rights under 31 U.S.C. § 3730(h)(1) which prohibits the  
17 discharge, suspension, threatening, harassing, or in any other manner  
18 discriminating against an employee in the terms and conditions of his employment

1 because of lawful acts done by the employee, or associated others, in furtherance  
2 of an action under 31 USCS §§ 3721 et seq., or other efforts to stop one or more  
3 violations of said statute.

4 68. Under 31 U.S.C. § 3730(h)(2), the Plaintiff is entitled to reinstatement  
5 with the same seniority status that he would have had but for the discrimination,  
6 two times the amount of his back pay, interest on said back pay, and compensation  
7 for all compensatory damages he has sustained as a result of the discrimination,  
8 including litigation costs and reasonable attorneys' fees.

9 **IX. SUPPLEMENTAL CLAIM FOR RELIEF: WRONGFUL**  
10 **TERMINATION IN VIOLATION OF PUBLIC POLICY**

11 69. Plaintiff realleges the facts set forth in paragraphs numbered 6 to 65,  
12 and incorporates the same by reference.

13 70. The State of Washington has a clearly articulated public policy to  
14 promote and regulate nuclear, environmental and worker safety at Hanford. This  
15 public policy includes ensuring that the WTP is safely and expeditiously designed,  
16 constructed, inspected, completed and put into operation to provide long-term  
17 control and containment of nuclear and chemical wastes to protect Washington  
18 residents. Plaintiff's protected activity as described above was in direct  
19 furtherance, promotion and protection of said public policy.

1           71. The State of Washington, through its Department of Ecology, is a  
2 signatory to the “Tri-Party Agreement” (“TPA”). The TPA agencies are the  
3 Washington State Department of Ecology, the U.S. Environmental Protection  
4 Agency, and the DOE.

5           72. The TPA spells out how Washington State and the federal government  
6 cooperate to ensure that cleanup of dangerous and radioactive nuclear waste at  
7 Hanford is in compliance with federal law. The TPA allows Washington and  
8 federal agencies to oversee cleanup of radioactive and chemical contamination at  
9 Hanford.

10           73. The Washington Department of Ecology “Nuclear Waste Program”  
11 focuses on keeping Washington residents safe from the dangers of mixed  
12 radioactive and chemically hazardous waste. The Washington Department of  
13 Ecology seeks to ensure that work performed by the DOE and its contractors  
14 complies with the laws for treatment, storage, and disposal of chemical and nuclear  
15 waste.

16           74. The State of Washington has a clearly articulated public policy to  
17 encourage and protect public participation in Hanford clean-up activities. This  
18 includes ensuring that citizens and non-governmental organizations have

1 maximum allowable access to information concerning the WTP's safe and  
2 expeditious design, construction, inspection, completion and operation to provide  
3 long-term control and containment of nuclear and chemical wastes to protect  
4 Washington residents.

5 75. The TPA sets out a process for public participation, where the  
6 Washington Department of Ecology invites the public to take part in as much  
7 decision-making as possible before it is made. Citizens are encouraged to provide  
8 the Department of Ecology with evidence to confirm that the work of the DOE and  
9 its contractors meets the terms of the TPA. In addition to the public participation  
10 policy of the Washington Department of Ecology as to Hanford specifically,  
11 Washington also has articulated an important public policy giving its residents the  
12 right to be informed of and respond to any threats to public health or safety. RCW  
13 4.24.601 provides that the public has a right to information necessary to protect  
14 members of the public from harm caused by alleged hazards to the public.

15 76. Plaintiff's protected activity was in direct furtherance, promotion and  
16 protection of the public policies described above in paragraphs 70 to 75. The  
17 Defendant's termination of Plaintiff's employment was in retaliation for Plaintiff  
18 having engaged in said protected activities, and impaired, thwarted and/or violated

1 said public policies.

2 77. The Defendant's termination of Plaintiff's employment caused him  
3 substantial and continuing monetary and economic damages, including but not  
4 limited to lost wages and benefits, and injury to his career and professional  
5 reputation.

6 78. The Defendant's termination of Plaintiff's employment caused him  
7 substantial and continuing general, compensatory and non-economic damages,  
8 including but not limited to mental and emotional distress, embarrassment,  
9 humiliation, and loss of enjoyment of life.

10 **X. PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for relief as follows:

12  
13 1. Damages for back pay, front pay, lost benefits, in an amount to be proven  
14 at trial, and under 31 U.S.C. § 3730(h)(2), reinstatement with seniority status, two  
15 times the amount of his back pay, interest on said back pay, compensatory  
16 damages, litigation costs and reasonable attorneys' fees.

17 2. Damages for loss of enjoyment of life, pain and suffering, mental  
18 anguish, emotional distress, injury to reputation, and humiliation;

19 3. Prejudgment interest in an amount to be proven at trial;



1 4. Injunctive relief in the form of reinstatement to his former or  
2 substantially equivalent position on the WTP Project, with suitable formal  
3 classroom training and transfer preference to other WTP positions, and removal  
4 from his employment files all references to his termination, and expungement of  
5 any negative entries to his personnel file, or other derogatory information that may  
6 have been placed in his personnel file as part of the retaliation against him;

7 5. Compensation for the tax penalty associated with any recovery; and

8 6. Whatever further and additional relief the court shall deem just and  
9 equitable, including reasonable attorney's and expert witness fees, and the costs of  
10 this action.

11 **XI. JURY DEMAND**

12 Plaintiff demands a trial by jury.

13  
14 Respectfully submitted,

15 /s/ Stephani L. Ayers

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18 Stephani L. Ayers (WSB #31610)  
19 Thad M. Guyer, pro hac vice  
20 T.M. Guyer and Ayers & Friends, PC

21 Attorneys for Plaintiff  
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**CERTIFICATE OF SERVICE**

The undersigned certifies that on the 10th day of May 2019, the Plaintiff's **FIRST AMENDED COMPLAINT FOR DAMAGES FOR WRONGFUL TERMINATION** was served electronically through ECF to all counsel of record, and thereafter by email.

Executed on the 10th day of May 2019, at Lisbon, Portugal.

s/ Thad M. Guyer  
Thad M. Guyer  
T.M. Guyer and Ayers & Friends, PC  
Attorneys for Plaintiff

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