UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

TASHIA OWEN, EDWARD MARTINEZ, BRENDA BOWLBY, MARIA SANDOVAL, JOLENE GARDUÑO, ADAM BARRAS, ALEXANDRIA SANCHEZ, MILES MAJURE-BARKLEY, BRIAN CALDWELL, DENNIS BROUGHTON, TANNER HENDERSON, LOUIS SMITH, BRYAN DONNAN, JAMARQURIS DIXON, and MICHAEL ARCHIBEQUE,

Plaintiffs,

v. Case No. 1:26-cv-00112-KWR-JMR

NEWPORT NEWS NUCLEAR BWXT-LOS ALAMOS, LLC, HII NUCLEAR, INC., HUNTINGTON INGALLS INDUSTRIES, INC., BWXT TECHNICAL SERVICES GROUP, INC., AND BWX TECHNOLOGIES, INC.,

Defendants.

SECOND AMENDED COMPLAINT FOR FALSE CLAIMS ACT RETALIATION, SECTION 1985(2) WITNESS DETERRENCE, FAMILY AND MEDICAL LEAVE ACT RETALIATION, NEGLIGENCE PER SE, WRONGFUL/RETALIATORY DISCHARGE, AND PUNITIVE DAMAGES

I. CONTENTS

Pursuant to Rule 15(a)(1)(b) and this Court's Order (Doc. 41) dated May 28, 2026, Plaintiffs Tashia Owen ("Ms. Owen"), Edward Martinez ("Plaintiffs Martinez" or "Edward T."), Brenda Bowlby ("Ms. Bowlby"), Maria Sandoval ("Ms. Sandoval"), Jolene Garduño ("Ms. Garduño"), Adam Barras ("Mr. Barras"), Alexandria Sanchez ("Ms. Sanchez"), Miles Majure-Barkley ("Mr. Majure-Barkley"), Brian Caldwell ("Mr. Caldwell"), Dennis Broughton ("Mr. Broughton"), Tanner Henderson ("Mr. Henderson"), Louis Smith ("Plaintiff Smith" or "Louis"), Bryan Donnan ("Mr. Donnan"), Jamarquris Dixon ("Mr. Dixon"), and Michael Archibeque ("Mr. Archibeque") by and through counsel, Trent A. Howell, state the following Second Amended Complaint ("FAC") against their past employer, Defendant Newport News Nuclear BWXT-Los Alamos, LLC ("N3B" or the "Company") (a federal contractor to the United States Department of Energy ("DOE") at Los Alamos National Laboratory ("LANL"), under the *Los Alamos Legacy Cleanup Contract, No. 89303318CEM000007* ("LLCC")), and N3B's parents/owners/LLC members/alter egos, HII Nuclear, Inc. ("HIIN"), Huntington Ingalls Industries, Inc. ("HII"), BWXT Technical Services Group, Inc. ("BTSG"), and BWX Technologies, Inc. ("BWXT").

II. NATURE OF CLAIMS AND KEY LLCC TERMS

1. This is a civil action for monetary damages under federal and state law, including the retaliation provisions of the False Claims Act ("FCA"), 31 U.S.C. § 3730(h), as amended,[1]

[1] Recent legislation substantially amended and broadened FCA's retaliation clause. *See* 2009 Fraud Enhancement and Recovery Act ("FERA"), 2010 Patient Protection and Affordable Care Act ("PPACA"), and July 2010 Dodd-Frank Financial Reform Act. FERA, for example, legislatively overruled judicial decisions that had limited the FCA's reach, including *Allison Engine Co. v. United States ex rel. Sanders*, 553 U.S. 662 (2008); *United States ex rel. Totten v. Bombardier Corp.*, 380 F.3d 488 (D.C. Cir. 2004), *cert. denied*, 544 U.S. 1032 (2005); and *United States ex rel. DRC, Inc. v. Custer Battles, LLC*, 376 F. Supp. 2d 617 (E.D. Va. 2005),

the Conspiracy to Interfere with Civil Rights Act, 42 U.S.C. § 1985(2) ("Conspiring to Deter a Witness") ("Section 1985(2)"),[2] Family and Medical Leave Act ("FMLA"), 29 U.S.C. § 2601 *et seq*., New Mexico Statutes Section 30-24-3 ("Bribery or Intimidation of a Witness") ("Section 30-24-3"), and the New Mexico common law of Wrongful Discharge (violating Public Policy and Implied Contract).

2. This case rests upon both direct—straight from the President's mouth—and indirect proofs of Defendants' intent to retaliate against employees who spoke up on issues of Defendants' noncompliance with LLCC and legal obligations.

3. Under the LLCC, DOE pays N3B both a "Base Fee" (including Costs N3B certifies are proper/allowable under the LLCC) and an annual "Award Fee." *LLCC*, p. B-8, §B.7. The Award Fee is divided into two components: (1) "Adjectival Award Fee" and (2) "PBI [Performance Based Initiative] Award Fee." *LLCC* at J-10-12. DOE, through its Environmental Management Los Alamos Site Office ("DOE EM-LA"), manages the Award Fee process through the Performance Evaluation and Management Plan ("PEMP") in Section J-10 of the LLCC. In a fiscal year, DOE conducts performance monitoring, reviews N3B's quarterly and annual "Contractor Self-Assessment" ("CSA") (containing certifications of overall LLCC performance), receives N3B's PBI "Certifications of Completion" (PBI CoC) (containing certification that it has completed a particular PBI Objective), and makes a final fee determination.

4. Each CSA is a "Contract Deliverable" owed under the LLCC – specifically,

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rev'd, 562 F.3d 295 (4th Cir. 2009). It is critical to note the time and substance of these amendments, as they distinguish *many* pre-2010 decisions holding an employee failed to show protected FCA "opposition" under a prior, narrower FCA definition.

[2] *See Haddle v. Garrison*, 525 U.S. 121, 125-26 (1998) (holding that when a private employer attempts to deter an employee's witness testimony by terminating his employment—even if that employment is "at-will," this is an actionable injury to his "person or property" under § 1985(2)).

Deliverable No. 273. *LLCC* Section J, Attachments Section, Attachment J-2. Each CSA must address N3B's performance in each of six "Adjectival Award Fee Rating Categories." *LLCC* at J-10-14. Those categories and their relative weightings are: Quality Assurance (15%), Safety & Security (20%), Schedule (15%), Cost (15%), Management (20%), and Regulatory Compliance (15%). *LLCC* at J-10-20.

5. With respect to each of these categories, each quarter, N3B must:

a. address both the strengths and weaknesses of the Contractor's performance during the evaluation period;

b. incorporate feedback provided in the QPRs;

c. identify deficiencies and describe the actions planned or taken to correct such deficiencies and avoid their recurrence;

d. assess the Contractor s performance using the Adjectival Award Fee Rating Table; and

e. provide an associated score for the Adjectival Award Fee Rating Categories of Performance using the Adjectival Award Fee Conversion Chart.

Id.

6. Essential factors in N3B's CSA with respect to "Quality Assurance" include:

a. "Identifying, managing, reporting, and resolving deficiencies. This includes (but is not limited to) identifying the need for corrective action plans, executing corrective action, and extent of condition reviews, as well as applying lessons learned, tracking, trending, causal analysis,"

b. Ensuring the quality and effectiveness of all work, including (but not limited to):

- Regulatory Submittals (e.g., Federal Facility Agreement documents, permits)
- Safety Basis Documents
- Policies, plans, and procedures
- Presentations
- Contract Change Proposals and BCPs
- Invoices
- Facility maintenance and condition
- Performance of field activities

c. "Ensuring appropriate application of Nuclear Quality Assurance, Software Quality Assurance, and Commercial Grade Dedication within systems and design,"

d. "Providing training and qualification commensurate with worker need to ensure safety as well as to broaden workforce knowledge and skill,"

e. Implementing a Contractor Assurance System (CAS) in accordance with DOE Order 226.1B or current contract version, as evidenced by:

- Feedback provided to DOE on the effectiveness of the CAS, including evidence of active problem solving.
- Independent periodic evaluation of the CAS by entities, such as corporate parent companies.
- Open and continuous communication on issues identified with the CAS and/or programs that make up parts of the CAS.

LLCC at J-10-20 to -21.

7. Essential factors in N3B's CSA with respect to "Safety & Security" include:

a. Complying with Security and Cyber Security Requirements (e.g., Executive Orders, DOE Policies, Orders and Standards, site security plans, and cyber security directives) and security related regulations, as required by DOE (e.g., DHS federal facility requirements),

b. Complying with Environmental, Safety, Health (ESH) Requirements (e.g., Executive Orders, Regulations, Policies, Orders, Directives, Standards, and contractor implementing documents),

c. Applying sound safety and security principles and requirements into work scopes, subcontracts and specific programs and efforts, including (but not limited to):

- Integrated Safety Management System
- Radiological Protection
- Environmental protection
- Industrial safety
- Security and Cyber Security
- Nuclear safety
- Readiness and Verification
- Waste shipping & minimization
- Emergency management
- Conduct of Operations
- Work planning and control
- Conduct of Maintenance and
- Configuration Management

d. Reporting of incidents in a compliant manner in systems such as CAIRS, ORPS, NTC, SIMS, and CATS.

e. Ensuring a safe and healthy work environment, including (but not limited to) processes for accident and occurrence reporting, an effective Employee Concerns Program, and a robust Safety Conscious Work Environment.

LLCC at J-10-21.

8. Essential factors in N3B's CSA with respect to "Schedule" include:

a. Management of the EVMS baseline Schedule Performance Index (SPI).

b. Providing quality VARs and implementing corrective actions to recover schedule.

c. Forecasting, managing, and controlling contract schedule. Effectiveness will be measured through areas, such as comparison of Budgeted Cost of Work Scheduled (BCWS) and Budgeted Cost of Work Performed (BCWP).

d. Tracking and managing schedule risk, including (but not limited to) trend analysis and development and implementation of risk mitigation plans.

e. Submitting regulatory deliverables to EM-LA for review at least 5 business days prior to the deliverable deadlines unless spelled out differently in the LLCC.

f. Incorporating cushion, float, and contingency within work schedules.

g. Submitting the following:

- Timely, accurate, and auditable contract change proposals.
- Fines and penalties.
- Contractual deliverables as set forth in contract section J-2, "Summary of Contract Deliverables."

LLCC at J-10-21 to -22.

9. Essential factors in N3B's CSA with respect to "Cost" include:

a. Management of the EVMS baseline Cost Performance Index (CPI).

b. Forecasting, managing, and controlling contract cost. Effectiveness will be measured through areas, such as:

- Comparison of actual cost of work performed (ACWP) to budgeted cost for work performed (BCWP) for each work breakdown structure (WBS) element and for the LLCC overall.

- Effective utilization of obligated funds, including reduction of carryover funds.

- Timely submission invoices per contract clause I.36, FAR 52.216-7 Allowable Cost and Payment (Jun 2013)

- Payment of subcontractor invoices

- Accounts payable management and disbursement

c. Executing work in a cost-effective and compliant manner.

d. Realizing cost efficiencies.

e. Tracking and managing cost risk, including trend analysis and developing and implementing risk mitigation plans.

f. Optimizing subcontracting costs.

g. Ensuring accurate Estimate at Completion (EAC) and cost projections, effective baseline change management, and mitigating cost overruns through Earned Value measurements.

h. Performing overall and specific program and projects compared to the approved baseline, and the effectiveness of program and project reporting tools and systems.

i. Implementing innovative, compliant solutions to supply chain concerns.

j. Meeting subcontracting goals; if the Contractor fails to provide meaningful involvement for small businesses, the award fee may be reduced by up to $500,000.

LLCC at J-10-22.

10. Essential factors in N3B's CSA with respect to "Management" include:

a. "ensuring an overall positive safety and performance culture," *LLCC* at J-10-22,

b. "cultivating a work environment that adheres to quality, safety & security, schedule, cost, and regulatory compliance principles," J-10-23, and

c. Contractor Human Resources, Management including (but not limited to) the following:

i. Addressing workforce composition, including immediate or anticipated workforce restructuring.

ii. Providing staffing at appropriate skill levels to ensure effective and efficient performance.

iii. Retaining competent and experienced personnel.

iv. Considering the expertise and experience of the workforce.

v. Addressing issues under the National Labor Relations Act (NLRA) and engaging with labor representatives, including (but not limited to) how the Contractor has or will obtain expertise regarding NLRA compliance.

vi. Complying with wage requirements, including (but not limited to) prevailing wage requirements under Section 4(c) of the Service Contract Labor Standards statute, as well as NLRA requirements with respect to the determination of wages and benefits.

vii. Processing labor standards determinations for work packages.

viii. Providing and maintaining proposed pension and welfare benefit plans.

ix. Resolving legal issues regarding any of the above, including the plan for engaging outside counsel or other experts in these areas.

x. Engaging with DOE on the above matters.

LLCC at J-10-23.

11. Essential factors in N3B's CSA with respect to "Regulatory Compliance" include compliance with:

a. "applicable laws and regulations (applicable federal, state, and local laws and regulations)," *LLCC* at J-10-23,

b. "standard business/accounting systems/practices and applicable laws and regulations (DOE Policies, Order and Standards, FAR, etc.)," *id.*,

c. "RCRA[3] corrective action implementing documents (e.g., Investigation Work Plans, Investigation Reports, Corrective Measures Evaluations, Corrective Measures Implementation Plans, and Corrective Measures Investigation Reports)", *id.*,

d. "other applicable regulatory requirements (e.g., Executive Orders, DOE Policies, Orders Directives, and Standards, and implementing plans); regulations (applicable local, state and federal regulations); or cited American National Standards Institute (ANSI) standards", *id.*, and

e. "2016 Consent Order deliverables." *Id.*

12. Each PBI CoC is also a required Contractor Submittal and Deliverable owed by N3B under the LLCC. *LLCC* at J-10-14 and Attachment J-2 (Deliverable 103).

13. In signing a CoC, N3B's designated representative certifies not only that N3B has

[3] Resource Conservation and Recovery Act (RCRA), 42 U. S. C. § 6972.

completed the referenced PBI, but also that "[t]his certification of completion is made in good faith; the supporting data (included as an attachment) are accurate and complete to the best of my knowledge and belief; the amount requested accurately reflects the amount of fee for which the Contractor believes is correct; and I am duly authorized to certify the PBI completion on behalf of the Contractor." *See* Exhibit 1 (PBI Certification of Completion form, required by *LLCC* at J-10-14 and J-10-35).

14. The CSAs, CoCs and Costs submissions by N3B are all requests for payment under the FCA. *See* §3729(b)(2)(A).

15. The CSAs also expressly and impliedly certify N3B has complied with the LLCC and all laws, regulations, and rules.[4]

16. All these certifications are material factors—and known by Defendants to be so—in whether and how much DOE pays N3B an Award Fee.[5]

17. A false statement is material if it has "a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property").[6] 31 U.S.C. § 3729(b)(4).

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[4] *See Universal Health Services, Inc. v. United States ex rel. Escobar*, 579 U.S. 176, 194, 136 S.Ct. 1989, 195 L.Ed.2d 348 (2016) (holding the "implied certification theory" can serve as a basis for FCA liability where "the claim does not merely request payment, but also makes specific representations about the goods or services provided" and "the defendant's failure to disclose noncompliance with material statutory, regulatory, or contractual requirements makes those representations misleading half-truths").

[5] *See, e.g.*, DOE EM-LA Fee Determination Scorecard FY 2025 (attached as Exhibit 1) (basing $1,455,735.33 of the $4,106,177.59 "Subjective" portion of the 2025 Award Fee on "Safety & Security" and "Regulatory Compliance" and basing $8,784,609.75 of the $11,712,813 "Objective" Award Fee on N3B conforming to the "2016 Compliance Order" (discussed herein) and completing Plan of Actions and Milestones ("POAMs") "in accordance with DOE requirements").

[6] *See U.S. ex rel. Conner v. Salina Reg'l Health Ctr., Inc.*, 543 F.3d 1211, 1219 (10th Cir. 2008) (FCA covers false statements "material to the government's decision to pay out moneys to the claimant").

18. **Plaintiffs all had damaging knowledge, opposed, complained, or made efforts to stop, and were known by Defendants to be willing witnesses to dispute its quarterly and annual misrepresentations of compliance with LLCC terms, PBI's, and legal standards on federal acquisition, contracting, employment, and ESH, including RCRA, Environmental Protection Agency (EPA), National Environmental Policy Act of 1969 (NEPA), 83 Stat. 852, 42 U. S. C. § 4321 *et seq*., Occupational Safety and Health Act of 1970 (OSHA), 29 U.S.C. ch. 15 § 651 *et seq*., and New Mexico Environment Department ("NMED")/ Hazardous Waste Bureau ("HWB") standards, and omissions of disclosure to DOE in 2024 and 2025.**

19. Defendants silenced dissenting and disclosing voices in its workplace, including Plaintiffs, attempted to deter and discredit each of them as a witness to the above matters, and sought to protect its quarterly and annual false certifications by terminating each Plaintiff.

20. Defendants' retaliatory aim is evident in its close temporal pattern, averaging termination within two weeks after Plaintiffs' last protected opposition activities.[7]

Plaintiff	Last Opposition	Leave or Term Notice	Weeks Apart
Brian Donnan	4/23/2024	5/3/2024	1
Tanner Henderson	6/1/2024	6/13/2024	2
Louis Smith	5/21/2024	6/13/2024	3
Brian Caldwell	10/1/2024	10/11/2024	1
Miles Majure-Barkley	9/25/2024	10/31/2024	5
Jamarquris Dixon	2/15/2025	3/1/2025	2
Edward Martinez	6/9/2025	6/16/2025	1
Brenda Bowlby	8/4/2025	8/25/2025	3
Tashia Owen	7/14/2025	8/26/2025	6
Jolene Garduño	9/18/2025	9/22/2025	1
Maria Sandoval	9/18/2025	9/22/2025	1
Dennis Broughton	2/3/2026	2/6/2026	0

[7] *See Anderson v. Coors Brewing Co.,* 181 F.3d 1171, 1179 (10th Cir.1999) (finding six-week period between protected activity and adverse action sufficient, standing alone, to show causation); *Marx v. Schnuck Markets, Inc*., 76 F. 3d 324, 329 (10th Cir. 1996) (recognizing even more generous standard for "close temporal proximity" proof where there is a "pattern of retaliatory conduct").

Michael Archibeque	2/10/2026	2/24/2026	2
Alexandria Sanchez	2/1/2026	3/5/2026	4
Adam Barras	4/11/2026	4/15/2026	1

21. By thus silencing any dissent to their false and misleading certifications and omissions of material contract compliance and performance information to DOE, Defendants induced DOE to pay N3B Award Fees of $13.5 million in December 2024 (on a 79% score) and $15.8 million in December 2025 (on a 95% score).

III. JURISDICTION

22. This action is brought within the Court's federal question jurisdiction under 28 U.S.C. § 1331, because Plaintiffs each state direct actions under FCA, 31 U.S.C. § 3730(h) for retaliation and under Section 1985(2) for conspiracy to interfere with civil rights and to deter a witness. *See Gunn v. Minton*, 568 U.S. 251, 257 (2013).

23. Each state law action is within the Court's ancillary supplemental jurisdiction under 28 U.S.C. § 1367, having a "common nucleus of operative fact" with each Plaintiff's corresponding FCA and Section 1985(2) claims and, thus, forming part of the same "case or controversy" under Article III of the United States Constitution.

24. Each Plaintiff's state law claims are also within the Court's federal question jurisdiction under 28 U.S.C. § 1331. Plaintiffs allege Defendants terminated them for becoming witnesses to, investigating, opposing, and taking lawful efforts to stop its violations of federal acquisition, contracting, employment, and ESH laws and standards applicable to Defendants' work at the DOE/National Nuclear Security Administration ("NNSA") LANL site, under the LLCC and oversight of DOE EM-LA, all subject to the Federal Acquisition Regulation ("FAR"), codified at Chapter 1 of Title 48 of the Code of Federal Regulations. As such, each Plaintiff's state law claim necessarily raises and implicates substantial, important federal policies this Court

may resolve without disrupting the federal-state balance approved by Congress. *See Grable & Sons Metal Products, Inc. v. Darue Engineering & Manufacturing*, 545 U.S. 308 (2005). Those federal policies include but are not limited to those set forth in the FAR, 41 U.S.C. § 4712 ("Enhancement of contractor protection from reprisal"), 48 C.F.R. Subpart 3.9 (FAR protections of contractor-employed whistleblowers), FCA, and OSHA.

25. This Court further has jurisdiction over the state law claims pursuant to 28 U.S.C. § 1332, because each Plaintiff asserts a claim with an amount in controversy exceeding $75,000, and because there is complete diversity, with no Defendant domiciled in the same state as Plaintiffs. Since being terminated by N3B, Plaintiffs have each incurred past wage and employee benefits losses of more than $40,000. And with even minimal assumptions of recovery on their claims for emotional distress and punitive damages (such as $20,000 for each category), each Plaintiff pleads damages in excess of the jurisdictional amount of $75,000.

26. Defendants, through and including Defendant N3B, and its dual-agency representatives such as HII/HIIN-controlled N3B President Brad Smith ("President Smith" or "Brad") and BWXT/BTSG-controlled N3B ESH & Quality Program Manager (ESHQ-PM) Robert Edwards ("Mr. Edwards") and hired Plaintiffs through actions located and directed in Santa Fe County, Rio Arriba County, Bernalillo County, and Los Alamos County, New Mexico; hired Plaintiffs to perform work in Los Alamos County, New Mexico; by these circumstances and in ordinary course of operations, Defendants, through and including N3B, do business and may be found in the County of Los Alamos, New Mexico; and committed the underlying wrongful employment terminations and contract actions from January 2024 through April 2026 in Los Alamos County in the State of New Mexico.

27. The above facts make this action timely, confer jurisdiction over the parties and

subject matter hereto in the District of New Mexico.

28. Defendants are amenable to suit and subject to personal jurisdiction of the District of New Mexico as to each cause of action.

IV. VENUE

29. Venue is appropriate because all actions complained of are conduct and employment practices of Defendants by and through N3B, who operates and employed Plaintiffs within the District of New Mexico, doing so subject to the employment laws of the State of New Mexico. 28 U.S.C. § 1391. And such actions subject Defendants to the personal jurisdiction of the District of New Mexico as to this civil action. *Id*.

V. PARTIES

30. At all relevant times, Ms. Owen—a citizen, resident, and domicile of Santa Fe and Los Alamos County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B for over seven years, starting as HR Manager on May 11, 2018, and then promoting to HR Director on September 16, 2019, and Chief of Staff on September 21, 2021, remaining in the position until February 17, 2025, and remaining otherwise employed with N3B until September 30, 2025.

31. At all relevant times, Mr. Martinez—a citizen, resident, and domicile of Rio Arriba County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B seven years, first as a Senior Radiation Control Technician 4 ("RCT4") and later as an RCT5, the highest level of RCT, until July 24, 2025.

32. At all relevant times, Ms. Bowlby —a citizen, resident, and domicile of Los Alamos County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B seven years as Director of RCRA Remediation, until August 25, 2025.

33. At all relevant times, Ms. Sandoval —a citizen, resident, and domicile of Rio Arriba County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B four years as an RCT2, until September 22, 2025.

34. At all relevant times, Ms. Garduño —a citizen, resident, and domicile of Rio Arriba County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B four years as an RCT4, until September 22, 2025.

35. At all relevant times, Mr. Barras —a citizen, resident, and domicile of Los Alamos County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving Defendants in various capacities (including Planning and Integration Program Manager, PMO Project Manager 6, Prime Contract Specialist, Environmental Remediation ("ER") Project Manager 6, Acting Project Controls Manager, and ER Director Water Program Oversight, and ER Senior Strategy and Integration Professional) from April 30, 2018 until April 30, 2026.

36. At all relevant times, Ms. Sanchez —a citizen, resident, and domicile of Rio Arriba County, New Mexico—was employed by N3B in and from Los Alamos County, serving N3B as Engineering and Nuclear Senior Technical Training Manager, from May 7, 2018 until March 5, 2025.

37. At all relevant times, Mr. Majure-Barkley—a citizen, resident, and domicile of Sandoval County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B almost 5 years as Shipping and Receiving Staff, until October 31, 2024.

38. At all relevant times, Mr. Caldwell—a citizen, resident, and domicile of Los Alamos County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B over six years as Engineering Director, until October 11, 2024.

39. At all relevant times, Mr. Broughton—a citizen, resident, and domicile of Bernalillo County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B over seven years as subcontracted (first through Edgewater Technical Associates ("Edgewater"), then through Spectra Tech, Inc. ("Spectra")) Staff Augmentation ER Project Planner, until April 29, 2026.

40. At all relevant times, Mr. Henderson—a citizen, resident, and domicile of Rio Arriba County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B almost five years as Contact-Handled Transuranic Waste ("CH-TRU") Maintenance Work Execution Manager, until June 13, 2024.

41. At all relevant times, Mr. Smith—a citizen, resident, and domicile of Los Alamos County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B almost six years as Maintenance and Construction Senior Director, until June 13, 2024.

42. At all relevant times, Mr. Donnan—a citizen, resident, and domicile of Los Alamos County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B five months as subcontracted (through GEM Technologies, Inc. ("GEM")) Staff Augmentation EHS Professional, until May 3, 2024.

43. At all relevant times, Mr. Dixon—a citizen, resident, and domicile of Los Alamos County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B almost four years as CH-TRU Maintenance Superintendent, until March 2025.

44. At all relevant times, Mr. Archibeque—a citizen, resident, and domicile of Los Alamos County, New Mexico—was jointly employed by Defendants in and from Los Alamos County, serving N3B almost eight years as IT Operations Manager, until March 12, 2026.

45. N3B, an environmental cleanup company managing the Ten-Year, $2.1 billion LLCC for DOE, is a Delaware limited liability company having its principal office at 1200 Trinity Drive, Suite 150, Los Alamos, Los Alamos County, New Mexico 87544, registered to do and doing business in the State of New Mexico, and having its Registered Agent as Corporation Service Company, 206 South Coronado Avenue, Espanola, Rio Arriba County, New Mexico 87532. In connection with the LLCC, N3B is also a co-Permittee with DOE and Triad National Security, LLC ("Triad") (collectively, "Permittees") on a Hazardous Waste Facility Permit with respect to LANL (the "Permit") issued by the NMED through its HWB.

46. Upon information and belief, HII through its wholly-owned subsidiary HIIN is the majority (51% or more) owner and a managing member of N3B, with each being a Delaware limited liability company having its corporate headquarters at 4101 Washington Avenue, Newport News, Virginia, 23607, with HII not under such name registered with the New Mexico Secretary of State to do business in the State of New Mexico, but separately registered and doing business in the State of New Mexico through HIIN, and both may be served, through its registered agent CT Corporation, 206 South Coronado Avenue, Espanola, Rio Arriba County, New Mexico 87532.

47. Upon information and belief, BWXT through its wholly-owned subsidiary BTSG is a substantial (approximately 49%) owner and member of N3B, is a Delaware limited liability company having its corporate headquarters at 800 Main Street, Lynchburg, Virginia, 24504, registered to do and doing business in the State of New Mexico, and having its Registered Agent as CT Corporation System, 206 South Coronado Avenue, Espanola, Rio Arriba County, New Mexico 87532.

VI. OVERVIEW OF FCA RETALIATION AND WITNESS DETERRENCE

A. RELEVANT FCA STANDARDS

48. Since the 2009 FERA amendments, FCA imposes liability on any federal contractor, such as Defendants, who:

a. presents or cause to be presented to the United States government a "false or fraudulent claim for payment or approval," 31 U.S.C. § 3729(a)(1)(A), where "claim" means "any request or demand, whether under a contract or otherwise, for money or property," *id*. § 3729(b)(2);

b. makes or uses a "a false record or statement material to a false or fraudulent claim," *id*. § 3729(a)(1)(B); or

c. retains overpayments received from the U.S. government. *Id*. § 3729(a)(1)(G) and (b)(3).

49. Defendants' CSA, CoC, and other certifications, representations, and omissions of material disclosures to DOE—all which induced DOE to pay, and were used by Defendants to retain $29.3 million in Award Fees in 2024 and 2025, alone—were "claims," "records," "statements," and "retentions" governed by and subject to liability under FCA, 31 U.S.C. § 3729.

50. In current form after FERA, FCA expressly creates a retaliation cause of action not only for "employees" who are "discharged" due to protected opposition to an FCA violation, but also for "*any employee, contractor, or agent*" who is "*demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment*" as a result of "*lawful acts* done by the employee, contractor, agent or associated others *in furtherance of any action under this section* **or** *other efforts to stop 1 or more violations of" the Act*. 31 U.S.C. § 3730(h)(1) (emphasis added). Thus, while all Plaintiffs here were also eventually terminated, they also accrued discrete rights to relief under FCA § 3730(h)(1) each time they suffered *any* adverse threats, treatment, or changes in their employment terms and conditions due to their protected acts.

51. Courts recognize the first prong of 31 U.S.C. § 3730(h)(1) (acts "in furtherance of any action under this section") is not limited to protecting employees preparing to file a *qui tam* claim of their own. The protection includes employees investigating matters that "reasonably could lead to" or have a "distinct possibility" of leading to any viable FCA case, *Hoyte v. American Nat'l Red Cross*, 518 F.3d 61, 66, 68–69 (D.C. Cir. 2008) (internal quotation marks omitted), as well as in any way "assisting in an … action brought by the government."[8]

52. Courts recognize the second prong of 31 U.S.C. § 3730(h)(1) ("other efforts to stop 1 or more violations" of the FCA) is not tied even to the prospect of a FCA proceeding.[9] Courts have noted this new prong (added by the 2009 FERA amendments) significantly broadened the scope of FCA retaliation protection and "seems to sweep within its scope all conduct, complaints, and reports intended to stop a FCA violation."[10] "In this expanded universe, whistleblowers who lawfully try to stop one or more violations of the Act are protected, without regard to whether their conduct advances a private or government lawsuit under the Act." *Reed*, 923 F.3d at 764.

53. A recent FCA retaliation decision by the Tenth Circuit illustrates:

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[8] *United States ex rel. Reed v. KeyPoint Gov't Sols.*, 923 F.3d 729, 764–65 (10th Cir. 2019) (quoting *United States ex rel. Ramseyer v. Century Healthcare Corp.*, 90 F.3d 1514, 1522 (10th Cir. 1996)). And even before the 2009-2010 Amendments, the Tenth Circuit had noted the United States Supreme Court has given the FCA "an expansive reading, observing that it covers all fraudulent attempts to cause the government to pay out sums of money." *U.S. ex rel. Bahrani v. Conagra*, 465 F.3d 1189, 1194 (10th Cir. 2006).

[9] *See United States ex rel. Grant v. United Airlines, Inc.*, 912 F.3d 190, 201 (4th Cir. 2018) ("The apparent purpose of the [second prong] is to untether these … protected efforts from the need to show that [a False Claims Act] action is in the offing. Indeed, we and other circuits have recognized that the amended language broadens the scope of protected activity."); *United States ex rel. Chorches v. American Med. Response, Inc.*, 865 F.3d 71, 97 (2d Cir. 2017) (the second prong "broaden[s] the universe of protected conduct under [Section] 3730(h), at least with respect to 'efforts to stop' [False Claims Act] violations").

[10] *Moore v. Univ. of Kansas*, 118 F. Supp. 3d 1242, 1257 (D. Kan. 2015).

> **Mr. Barrick's activity does not need to lead to a viable *qui tam* claim**. **To the extent PMI implies Mr. Barrick needed to say magic words, such as "FCA violation" or "fraudulent report to the government to avoid payment," to put PMI on notice, this is contrary to the text of the FCA** which protects "other efforts" to stop violations. And, **to the extent PMI argues an employer must know it is the FCA being violated, and know of the FCA and its elements, this is also incorrect** …. Because the protected activity itself must have a nexus to the FCA, to establish notice Mr. Barrick's actions must have conveyed to PMI that he was attempting to stop PMI from (1) engaging in fraudulent activity to avoid paying the government an obligation or (2) claiming unlawful payments from the government. **PMI does not need to know the activity violates the FCA specifically and Mr. Barrick does not need to have furthered a *qui tam* action**.

United States ex rel. Barrick v. Parker-Migliorini Int'l, LLC, 79 F.4th 1262, 1270-71 (10th Cir. 2023) (citations omitted) (emphasis added); *United States ex rel. Reed v. KeyPoint Gov't Sols.*, 923 F.3d 729, 767 (10th Cir. 2019).

54. Similarly, each Plaintiff did not need to know that what he or she was protesting could be an FCA violation. An employee need not even know of the FCA for her actions to be considered "protected activity" under § 3730(h).[11]

55. An employee's actions are protected by the FCA if the employee is performing investigation or taking other action that could reasonably lead to a viable FCA lawsuit.[12]

56. All fifteen Plaintiffs engaged in and were known by Defendants to be compiling

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[11] If that were the rule, only those with sophisticated legal knowledge would be protected by the statute. *U.S. ex rel. Yesudian v. Howard Univ.*, 332 U.S. App. D.C. 56, 153 F.3d 731, 741 (D.C. Cir. 1998) ("… only [lawyers] would know from the outset that what they were investigating could lead to a False Claims Act prosecution."); *U.S. ex rel. Doyle v. All Indian Pueblo Council, Inc.*, No. CIV O1-1361 BB/LFG (D.N.M. June 20, 2025) (favorably citing *Yesudian* and protecting plaintiff under FCA if employer knew "the plaintiff was investigating matters that reasonably could lead to such a case").

[12] *Id.*; *cf. Shaw v. AAA Eng'g & Drafting, Inc.*, 213 F.3d 519, 535 (10th Cir. 2000) (district court properly denied motion for judgment as a matter of law on FCA retaliation claim, where there was evidence the plaintiff complained to government official about her employer's actions; firing as a result of this complaint was sufficient to support jury's verdict)

and voicing proof of, coming forward as potential witnesses, investigating, documenting, and questioning, refusing to participate in, and thereby taking lawful efforts to stop false "claims," "records," "statements," and "retentions" of payments by Defendants under the FCA, relating to N3B's noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations.

57. These actions and complaints were also FCA-protected opposition and notice of the same to Defendants.[13]

58. Defendants in prior filings sought to invoke a heightened standard for Plaintiffs to plead Defendants had "notice" of their FCA-protected activity. Defendants suggested that no FCA-retaliation plaintiff can rely on internal reports of wrongdoing the employee observed in performance of his job duties. But this Circuit's rule has never been so harsh, either before or since the 2009-2011 FCA Amendments.

59. Before the FERA Amendments, the Tenth Circuit held an employee "***whose job entails the investigation of fraud*** .... must make clear" that he or she engaged in protected activity "to overcome the presumption that [he or she was] merely acting in accordance with [her] employment obligations."[14]

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[13] "If an employee's actions, as alleged in the complaint, are sufficient to support a reasonable conclusion that the employer could have feared being reported to the government for fraud or sued in a qui tam action by the employee, then the complaint states a claim for retaliatory discharge under § 3730(h)." *U.S. ex rel. Sanchez v. Lymphatx, Inc*., 596 F.3d 1300, 1303-04 (11th Cir. 2010) (citing *Childree v. UAP/GA AG Chem., Inc*., 92 F.3d 1140, 1146 (11th Cir. 1996)).

[14] *Reed*, 923 F.3d at 765 (citing *Ramseyer*, 90 F.3d at 1523 n.7 (10th Cir. 1996) and *United States ex rel. Sikkenga v. Regence Bluecross Blueshield of Utah*, 472 F.3d 702, 729 (10th Cir. 2006)) (emphasis added).

60. Since the FERA Amendments, a Tenth Circuit panel revisited the heightened "compliance employee" standard and acknowledged "that amendment expanded the scope of protected activity and thus expanded the universe of conduct that a relator may plead in giving the employer notice of the protected activity." *Reed*, 923 F.3d at 767.

61. While so noting, the Tenth Circuit suggested any continued application of the "compliance employee" might be limited to "***compliance officers who are charged by their employer with investigating fraud***." *Id*. (emphasis added).

62. No Plaintiff was a compliance officer with specific job duties to investigate fraud.

63. In turn, Plaintiffs do not believe any controlling authority subjects their separate claims to a heightened "compliance employee" standard to plead Defendants had "notice" of their opposition and efforts to stop one or more FCA violations.

64. Plaintiffs openly challenge and seek modification or reversal of any controlling authority that might apply a heightened "compliance employee" standard to this pleading.[15]

65. Defendants had general notice and knowledge of each Plaintiff's actions to report, investigate, document, oppose, and attempt to stop Defendants' noncompliance and false certifications of compliance. This awareness by Defendants was also, itself, notice to and knowledge by Defendants that Plaintiffs were attempting to stop one or more FCA violations.

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[15] Courts question whether the heightened "compliance employee" standard is viable after the FERA amendment. After all, the prior rule was created to ensure "that the employer was on notice of an employee's intentions of bringing or assisting in an FCA action, whereas the 2009 amendments broadened the scope of the FCA's whistleblower provision to protect against retaliation in cases where the employee was engaged in efforts to stop an FCA violation, even if those efforts were not necessarily in furtherance of an FCA claim." *United States v. N. Adult Daily Health Care Ctr.*, 205 F. Supp. 3d 276, 299 (E.D.N.Y. 2016) (cleaned up); *see also Malanga v. NYU Langone Med. Ctr.*, No. 14cv9681, 2015 WL 7019819, at *3 (S.D.N.Y. Nov. 12, 2015); *Lord v. Univ. of Mia.*, No. 13-22500-CIV-ALTONAGA/McAliley, 2022 WL 4767772, at *16–17 (S.D. Fla. Aug. 8, 2022).

66. Defendants, by, through, and with agents identified herein (including HII/HIIN-controlled/seconded N3B President Smith, BWXT/BTSG-controlled N3B ESHQ-PM Edwards, and BWXT/BTSG-controlled N3B Engineering & Nuclear Safety Program Manager (ENS-PM) Nichole Lundgard ("Ms. Lundgard")) engaged in a pattern, practice, and conspiracy to strip duties from, demote, and terminate these fifteen employees under circumstances suggesting each Plaintiff's protected FCA opposition activity was one, if not also the sole, but-for cause for N3B's harassment, demotion, and termination of each Plaintiff.[16]

67. Because HII/HIIN and BWXT/BTSG through persons including without limitation President Smith, ESHG-PM Edwards, and ENS-PM Lundgard both controlled the daily operations of N3B and these retaliatory terminations, they are also liable under Section 3730(h) as *de facto* employers of Plaintiffs[17] and as having an "employment-like" relationship with Plaintiffs.[18]

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[16] *See United States ex rel. Barrick v. Parker-Migliorini Int'l, LLC*, No. 2:12-cv-00381-JNP-CMR (D. Utah June 30, 2021) (noting that while the Tenth Circuit has yet to decide if a "but-for" causation standard applies to FCA retaliation claims, "but-for" in any event does not mean "sole cause," and in turn applying the rules and rationale of *Bostock v. Clayton County, Georgia*, 140 S. Ct. 1731, 1744 (2020)—that the protected factor "need not be the sole or primary cause of the employer's adverse action," that "[o]ften, events have multiple but-for causes," and that "if a car accident occurred both because the defendant ran a red light and because the plaintiff failed to signal his turn at the intersection, we might call each a but-for cause of the collision.").

[17] *Pencheng Si v. Laogai Research Found.*, 71 F. Supp. 3d 73, 103 (D.D.C. 2014); *Boze v. General Elec. Co.*, No. 4:17CV-74-M, 2009 U.S. Dist. LEXIS 69969, at *7-8 (W.D. Ky. Aug. 7, 2009); *Pollak v. Bd. of Trs. of the Univ. of Ill.*, No. 99 C 710, 2004 U.S. Dist. LEXIS 12046, at *8 (N.D. Ill. June 29, 2004); *Orell v. Umass Mem'l Med. Ctr.*, 203 F. Supp. 2d 52, 65-67 (D. Mass. 2002); *Palladino ex rel. United States v. VNA of S.N.J., Inc.*, 68 F. Supp. 2d 455, 464-65 (D.N.J. 1999) (citing *Mruz v. Caring, Inc.*, 991 F. Supp. 701, 709-10 (D.N.J. 1998)). *See also Monsour v. New York State Office for People with Developmental Disabilities*, No. 1:13-CV-0336, 2014 U.S. Dist. LEXIS 31743, at *36-38 (N.D.N.Y. Mar. 12, 2014); *Frett v. Howard Univ.*, 24 F. Supp. 3d 76 (D.D.C. 2014); *Perez-Garcia v. Dominick*, No. 13 C 1357, 2014 U.S. Dist. LEXIS 29450 (N.D. Ill. Mar. 7, 2014).

[18] *Carnithan v. Community Health Sys.*, No. 11-cv-312-NJR-DGW, 2015 U.S. Dist. LEXIS 168320, at 18-21 (S.D. Ill. Dec. 18, 2015).

68. Under these and other circumstances herein alleged, an employee may have multiple "employers" under Section 3730(h), including parent entities to the organization that is the employee's nominal/first-level employer.[19]

69. Similarly, as to Mr. Broughton and Mr. Donnan, Defendants exercised sufficient control over their employments with N3B subcontractors Spectra and GEM (having and exercising their influence to exclude Mr. Broughton and Mr. Donnan from continuing as Augmentation Staff under those subcontracts) as to be liable "employers" of these "contractors" under Section 3730(h).

B. SUMMARY AND TIMING OF TERMINATIONS

70. As detailed below, N3B's actions against these fifteen Plaintiffs are striking for their correlations with FCA-related violations, investigations, and/or proceedings including:

a. an August 2023 Safety Programmatic Failure declaration by N3B with respect to its Training programs, which after going unremedied and misleadingly concealed for years to come, also prompted a March 2024 complaint by two of the Plaintiffs herein to DOE Office of Inspector General ("DOE-OIG");

b. February 2024 federal litigation regarding N3B's cleanup obligations;

c. a March 2024 complaint by Mr. Henderson to DOE-OIG, opening an investigation of "Alleged Abuse of Training Funds and Mismanagement," which DOE-OIG kept open for more than a year thereafter (not closing it until May 2025);

d. a May 2024 series of complaints by unionized N3B subcontractors;

[19] *See Crosbie v. Highmark, Inc.*, No. 19-1235, 2019 U.S. Dist. LEXIS 208682, at *2-3 and *6-9 (E.D. Pa. Dec. 4, 2019) (citing *Nationwide Mut. Ins. Co. v. Darden*, 503 U.S. 318 (1992); *Faush v. Tuesday Morning, Inc.*, 808 F.3d 215 (3d Cir. 2015).

e. N3B quarterly and annually (closing each fiscal year on September 30th) making false certifications to DOE in CSAs to the express and implied effect that N3B was in full compliance with the LLCC and with such rules, regulations, and laws;

f. DOE in December 2024 awarding N3B a two-year contract extension (through 2028) worth approximately $500 million, based on N3B's 2024 CSAs and purported 2024 performance;

d. in May 2025, Ryan Ellison ("USA-NM Ellison"), Department of Justice ("DOJ"), United States Attorney for the District of New Mexico ("USA-NM"), issuing a Civil Investigative Demand ("CID") to N3B under the FCA to investigate whether N3B's invoicing between 2018 and 2025 violated 31 U.S.C. 3729, including with respect to HII-seconded employees;

e. on October 5, 2025, Plaintiffs' counsel, Attorney Howell, emailing written notice to N3B's General Counsel, Sila DeRoma, that Plaintiff Owen was filing FCA claims against N3B involving costs and billings relating to HII-seconded employees, and that Plaintiff Martinez was filing FCA claims against N3B based on broad ESH failures and noncompliance, *see* Exhibit 2 to this Complaint (Howell Letter to DeRoma, dated 10/05/2025, and DeRoma Email to Howell (confirming receipt), dated 10/06/2025);

f. on January 20, 2025, Plaintiffs Owen and Martinez filing their original Complaint in this matter (naming Mr. Barras, among others, as a supporting witness);

g. on February 28, 2026, all Defendants entering their first appearance in this matter; and

h. on April 11, 2026, Attorney Howell notifying all Defendants that he now further represented Plaintiffs Bowlby, Sandoval, Garduño, Barras, Sanchez, Majure-

Barkley, and Caldwell, *see* Exhibit 3 to this Complaint (Howell Letter to Defendants' Counsel, dated 04/11/2026).

71. In timing closely correlated and connected with the above, N3B terminated Mr. Donnan on May 3, 2024; Mr. Henderson on June 13, 2024; Mr. Smith on June 13, 2024; Mr. Caldwell on October 11, 2024; Mr. Majure-Barkley on October 31, 2024; Mr. Dixon on March 2025; Mr. Martinez on July 24, 2025; Ms. Bowlby on August 25, 2025; Ms. Owen on August 26, 2025; Ms. Garduño on September 22, 2025; Ms. Sandoval on September 22, 2025; Ms. Sanchez on March 5, 2026; Mr. Archibeque on March 12, 2026; Mr. Broughton on April 29, 2026; and as to Mr. Barras, N3B demoted him on November 1, 2025, rejected his request for a number of assignments between January and April 2026, and terminated him effective April 30, 2026.

72. N3B terminated these Plaintiffs in close timing with not only their separate, individualized protected actions described herein (which are protected by FCA, Section 1985(2), Section 30-24-3, and the New Mexico common law of wrongful discharge), but also in close timing with the above key litigation, regulatory, and contract dates, further detailed as follows.

73. For an unclear time period beginning in mid-2022, DOE conducted a "deep dive" on N3B's LLCC work, including whether N3B properly bid and billed DOE under the LLCC ("DOE Deep Dive"). Plaintiffs note the "deep dive" as ongoing for an indeterminate period because on information and belief, there was never a full, final reporting out of the deep dive, nor were the necessary corrective actions implemented. Moreover, regardless whether DOE formally issued findings or designated necessary corrective actions, N3B and its associated board representation in the deep dive still should have self-identified and self-corrected pursuant to the requirement of the Contractor Assurance System (CAS). And such corrective actions were never identified, communicated, or implemented within N3B.

74. Ms. Owen since 2022 was collecting N3B documents responsive to DOE's "deep dive" from Kim Lebak ("Lebak," HII-Seconded President), Joe Legare ("Legare," HII-Seconded Executive Officer), Mr. Barras, Troy Thomson ("Thomson," ER Program Manager), Jerry O'Leary ("O'Leary," CH-TRU Program Manager), Joe Murdock ("Murdock," ESH and Quality), President Smith (at that time, N3B Engineering Executive), Rob Nagel ("Nagel," Prime Contracts Manager), Ashley Pryor ("Pryor," Prime Contracts), and Juan Griego ("Griego," Acting Chief Financial Officer or "CFO").

75. N3B terminated all Plaintiffs after DOE began its deep dive.

76. On March 12, 2024, Mr. Henderson made a complaint to DOE-OIG, which DOE-OIG opened for investigation and did not close until May 2025.

77. On May 21, 2024, Plaintiff Smith raised an issue to N3B investigators regarding N3B violating structural and sanitation requirements for temporary labor camps and employer-provided housing under OSHA standard 29 CFR 1910.142.

78. In the few weeks following these reports and before closing and reporting on its third quarter in FYE 2024, N3B terminated Mr. Donnan (May 3, 2024), Mr. Henderson (June 13, 2024), and Mr. Smith (June 13, 2024).

79. On August 30, 2024, DOE and NMED signed a Settlement Agreement ("*2024 NMED Settlement*") requiring them by September 30, 2024 to execute a new *Compliance Order on Consent* ("*2024 Consent Order*") in this *District Court's Case No. 1:21-CV-00278-KG-JFR* ("*2021 NMED Litigation*"). *DNM Case No. 1:21-CV-00278-KG-JFR*, Doc. 50 (*Joint Status Report*). In the *2021 NMED Litigation*, NMED alleged a "continuing pattern" and "ongoing failure" by DOE to comply with requirements of prior consent orders governing cleanup of legacy hazardous and mixed waste at LANL, with the result that "hazardous and radioactive

substances continue to exceed standards and pose health risks to adjacent communities," "contaminated groundwater continues to pose a long-term threat to New Mexico's drinking water sources," and "tribal communities are unable to engage in longstanding cultural uses of their lands." *DNM Case No. 1:21-CV-00278-KG-JFR*, Doc. 1-2 (*Complaint*). DOE and NMED signed the *2024 Consent Order* on September 30, 2024. *DNM Case No. 1:21-CV-00278-KG-JFR*, Doc. 50 (*Joint Status Report*). From that date forward, the *2024 Consent Order* and Settlement Agreement required DOE **and Permittees and Contractors including N3B** to complete corrective action at LANL to fulfill the requirements of 40 CFR § 264.101, to address environmental contamination at LANL, to identify and evaluate alternatives for the cleanup of environmental contamination, and to implement cleanup. *2024 Consent Order*, p. 21, Section 5 ("DOE shall require all contractors, subcontractors, laboratories and consultants retained to perform work pursuant to this Consent Order to comply with, and abide by, the terms of this Consent Order"). The *2021 NMED Litigation* remained active with N3B an interested/affected third party until DOE and NMED filed a *Stipulation of Dismissal* on October 16, 2024.

80. Soon after DOE (on September 30, 2024) signed the *2024 Consent Order*, N3B terminated Mr. Caldwell on October 11, 2024 and Mr. Majure-Barkley on October 31, 2024.

81. On September 30, 2024, N3B closed its FYE 2024 and made representations and certifications (in a CSA due by October 21, 2024, *see LLCC*, p. B.9, ¶B.7(c)(2)(B)) regarding its quality assurance/safety, schedule, cost control, management, and regulatory compliance, inducing DOE to award N3B a PBI of $13.5 million in December 2024 (based on a 79% score) under the LLCC.

82. N3B also terminated Mr. Caldwell (October 11, 2024) and Mr. Majure-Barkley (October 31, 2024) within weeks of the fiscal-year-end September 30th commencement of the

Award Fee / Performance Based Incentive ("PBI") process and the October 21st deadline for N3B's representations/certifications in its CSA.

83. N3B terminated Mr. Dixon (March 2025) just days before the close of its second quarter FYE 2025.

84. In May 2025, USA-NM Ellison for DOJ issued a *CID* to N3B under the FCA to investigate whether N3B between 2018 and 2025 violated 31 U.S.C. 3729 by submitting or causing to be submitted to DOE invoices for costs for employees loaned (or "Seconded") to N3B by HII exceeding costs allowable under the terms of the *DOE Solicitation No. DE-SOL-008109* (as above noted, "Solicitation"), *N3B's Offer in response to the Solicitation dated December 6, 2016* (as above noted, "Proposal"), and the resulting LLCC.[20]

85. N3B terminated nine Plaintiffs after its (May 2025) receipt of the DOJ/USA-NM *CID* and as Ms. Owen and other employees (beginning June 2025) provided information responsive to the *CID*: Mr. Martinez (July 24, 2025); Ms. Bowlby (August 25, 2025); Ms. Owen (August 26, 2025); Ms. Garduño (September 22, 2025); Ms. Sandoval (September 22, 2025); Ms. Sanchez (March 5, 2026); Mr. Archibeque (March 12, 2026); Mr. Broughton (April 29, 2026); and Mr. Barras (demoted November 1, 2025 and terminated April 30, 2026).

86. On June 24, 2025, Ms. Owen provided N3B information related to the DOJ's May

[20] While the CID focused on HII-seconded employees, N3B was involved in—and aware Ms. Owen knew of its involvement with—seconding practices with subcontractors on the LLCC. Tech2 Solutions ("T2S") is a joint venture between Sealask Technicals Services (51%) and Tetra Tech (49%), operating as a critical subcontractor to N3B and performing work related to the ER side of the project. For an extended period, N3B seconded five N3B employees (Mark Everett, Armand Groffman, Alfred Vallo, Janet Romero, and John Wilcox) to T2S, without T2S or the employees understanding what being "seconded" meant. And before she departed N3B, General Counsel Dana Lindsey tasked Ms. Owen with working with T2S to transition those employees out of seconding arrangements.

29, 2025 *CID*.

87. On September 30, 2025, N3B closed its FYE 2025 and made representations and certifications in its CSA (due by October 21, 2025, *see LLCC*, p. B.9, ¶B.7(c)(2)(B)) regarding its quality assurance/safety, schedule, cost control, management, and regulatory compliance, inducing DOE to award N3B a PBI of $15.8 million in December 2025 (based on a 95% score) under the LLCC ($2.3 million higher than the FYE 2024 PBI).

88. Eight of the nine terminations referenced in Paragraph 85 also occurred within two months of the September 30th commencement of the PBI process and the October 21st deadline for N3B's representations/certifications in its CSA.

89. On October 5, 2025, Plaintiffs' counsel, Attorney Howell, emailed Mr. DeRoma the referenced notice of FCA claims notices for Ms. Owen and Mr. Martinez. *See* Exhibit 2.

90. N3B demoted Mr. Barras and cut his pay by $16,736.00/year on November 1, 2025.

91. On January 20, 2025, Plaintiffs Owen and Martinez filed their original *Complaint* in this matter, [Doc. 1] (which named Mr. Barras as a relevant witness), and on February 28, 2026, all Defendants entered their first appearance in this matter. [Docs. 17, 18, and 19].

92. N3B terminated Ms. Sanchez on March 5, 2026 and Mr. Archibeque on March 12, 2026.

93. On April 11, 2026, Attorney Howell notified all Defendants that he now further represented Plaintiffs Bowlby, Sandoval, Garduño, Barras, Sanchez, Majure-Barkley, and Caldwell. *See* Exhibit 3.

94. N3B terminated Mr. Broughton on April 29, 2026 (after he internally complained of matters directly related to the substance of the original *Complaint* in this matter), and

terminated Mr. Barras and declined to assign him to other positions to which he had applied effective April 30, 2026. In addition and contrary to his termination letter, N3B did not pay Mr. Barras for his final day of work on April 30th, instead paying him only through April 29th.

VII. REGULATORY AND CONTRACTUAL CONTEXT

A. N3B EMPLOYMENT POLICIES ON REPORTING AND RETALIATION

95. Due to its service to DOE under the LLCC, a federal procurement contract, and its regulated scope of operations, N3B in its Employee Handbook ("Handbook"), Code of Business Ethics and Conduct ("CBEC"), and Timekeeping Policy ("TKP") directed employees to report—and ensured employees they would not suffer retaliation or termination for reporting or opposing—any potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of "SCWE" (Safety Conscious Work Environment, a standard required under DOE Order 442.1B and reinforced by 10 C.F.R. Parts 708 and 851), or fraud, waste, or abuse.

96. Such instructions and assurances in the Handbook, CBEC, and TKP include CBEC 1.1 ("It is N3B policy to comply with all laws and applicable regulations"); 1.2 ("If you believe someone associated with N3B … has violated a provision of this Code or any policies, bring the matter to the attention of your supervisor or manager, your Human Resources representative, N3B Ethics Officer, Employee Concerns Manager, or contact the Employee Concerns Hotline"); 1.7 ("Regardless of the type of misconduct reported, or the method of reporting that is chosen, N3B has a zero-tolerance position on any retaliation or retribution against anyone who makes a good faith report of an alleged violation of this Code or any policies. Individuals who raise concerns or who help to resolve reported matters are protected against retaliation"); 2.0 ("N3B explicitly prohibits the making of false or misleading statements

in all business dealings"); 2.6 (with respect to ESH and SCWE, "[w]e must all participate in safety training, follow safety standards, and report any safety concerns, accidents, injuries, and unsafe conditions"); 3.1 (noting "N3B is committed to providing our customers and business partners with the right products and services, safely, the first time, within budget, with no ethical violations," directing communication of all such requirements "to all concerned," and calling for employees to "address and report any quality issues and concerns"); 3.2.1 (calling for reporting concerns of records, merit, "fair dealing," or ethics with respect to the requirements of the LLCC); 3.2.2 (reporting concerns with the laws, rules, and regulations for contracting with the United States government and of the accuracy of communications with federal, state, and local governments); 3.3.1.6 ("all employees as well as anyone acting on behalf of the Company must make business decisions based only on the best interest of N3B and the government") (emphasis added); TKP 3.3 ("N3B employees are responsible, under the N3B Code of Business Ethics and Conduct and DOE Order 221.1B, to report the following violations to the appropriate authorities: * Actual or suspected violations of law, rule, or regulation; * Gross mismanagement; * Gross waste of funds; * Serious threats to environment, safety, or health; * Abuse of authority relating to DOE programs, operations, facilities, contracts, or information technology systems."); 4.3 ("Report actual or suspected violations of law, rule, and regulations related to fraud, waste, and abuse to the appropriate authorities").

B. RCRA

97. RCRA, 42 U.S.C. §§ 6901 to 6992k, is a comprehensive environmental statute that governs the treatment, storage, and disposal of solid and hazardous waste. *See Chicago v. Envtl. Def. Fund*, 511 U.S. 328, 331-32 (1994). RCRA's primary purpose is to "reduce the generation of hazardous waste and to ensure the proper treatment, storage, and disposal of that

waste which is nonetheless generated...." *Meghrig v. KFC W., Inc.*, 516 U.S. 479, 483 (1996). Citizens are permitted to bring private suits under RCRA in certain circumstances, but the "chief responsibility for the implementation and enforcement of RCRA rests with the Administrator of the Environmental Protection Agency." *Id*. at 483-84 (citing 42 U.S.C. § 6902(b)). Section 3006 of RCRA, 42 U.S.C. § 6926(b), allows the states to develop hazardous waste programs at least as stringent as RCRA,[21] subject to authorization by the Administrator of the Environmental Protection Agency ("EPA"). After receiving authorization, the state may implement its hazardous waste program "in lieu of the Federal program." *Id*. "When a state program is authorized under RCRA, federal regulations are displaced or supplanted by state regulations." *United States v. Richter*, 796 F.3d 1173, 1183 (10th Cir. 2015).

C. NMED'S AUTHORITY AT LANL

98. Pursuant to RCRA, NMED implemented programs to protect human health and the environment including the New Mexico Hazardous Waste Act ("HWA"), NMSA 1978, §§ 74-4-1 through 74-4-14, and New Mexico Hazardous Waste Management Regulations ("HWMR"), 20.4.1 NMAC. NMED thus administers and enforces the state hazardous waste management program under HWA in lieu of the federal program under EPA, including EPA authorization to issue and enforce RCRA hazardous waste facility permits under 50 Fed Reg 1515 (January 11, 1985). NMED also has authorized/adopted regulations incorporating by reference the federal standards for facilities that treat, store, or dispose of hazardous waste, N.M. Admin. Code §§ 20.1.4.500, 20.1.4.600 (2016); the federal requirements for corrective action for

[21] While this standard suggests any EPA-approved New Mexico program would have employee retaliation as clear and strong as RCRA, as discussed below, the New Mexico statute, in fact, does not.

releases into the environment of hazardous waste and hazardous constituents, N.M. Admin. Code § 20.1.4.500 (2016); and the federal requirements for permits for facilities that treat, store or dispose of hazardous waste, N.M. Admin. Code § 20.1.4.900 (2016). But HWA, HWMR, and NMED failed to create protection as robust as RCRA, because neither HWA nor HWMR explicitly creates a cause of action for employees reporting RCRA/HWA issues who suffer retaliation. *Compare* HWA *with* 42 U.S.C.A. § 6971 ("Employee Protection" under RCRA).

D. THE PERMIT

99. On November 8, 1989, NMED first issued a Hazardous Waste Facility Permit to LANL for storage and treatment of hazardous waste.[22] As renewed November 30, 2010, the Permit addresses storage and treatment of hazardous wastes at 24 separate waste management units; the closure and post-closure care of disposal units at Technical Area ("TA") Units, including TA 54 ("TA-54"); corrective action activities for Solid Waste Management Units ("SWMUs") and Areas of Concern ("AOCs"); and groundwater monitoring and remediation facility-wide. As initiated and renewed, the Permit sets terms and conditions NMED found "necessary to protect human health and the environment." *See* 40 CFR § 270.32(b)(2).

E. TA-54

100. As illustration of issues in the various LANL TAs, TA-54 is the largest radioactive waste disposal area at LANL. Located along Pajarito Road between Los Alamos and its near (less than 10 miles apart) unincorporated community of White Rock, TA-54 has operated since early 1957. It contains "Material Disposal Areas ("MDAs") G, H, and L. The Permit

[22] The same year, DOE founded its Office of Environmental Management ("DOE EM") to address "decades of nuclear weapons production and government-sponsored energy research in the United States." *See DOE EM website*, available at https://www.energy.gov/em-la/legacy-waste-management.

includes specific requirements for TA-54's numerous permitted areas for storage of radioactive hazardous waste in containers. Nine such NMED-permitted units within TA-54 are in its subsection MDA Area G ("MDA G" or "Area G," a 63-acre expanse). NMED classifies Area G in general as "landfill" storage, but it also has below ground 32 "Pits," 194 "Shafts," and four "Trenches" with depths ranging from 10 to 65 feet below the original ground surface. Area G also contains above-ground "Pads," which are sites of above-ground fabric-sprung structures such as "Tents," "Storage Domes" ("Domes"), and "Storage Sheds" ("Sheds").

F. THE HAZARDOUS WASTE

101. Much "legacy" material requiring the Permit is radioactive defense-generated Transuranic ("TRU") waste—wastes contaminated by Transuranic Radionuclides (^{239}Pu, ^{238}Pu, or ^{241}Am), Uranium (enriched, depleted, normal or ^{233}U), fission products, or Tritium, produced in the 25 years from 1971-1995. In that period, LANL stored 55,000 "Drums" of CH-TRU waste and about 500 Drums of Remote-Handled Transuranic (RH-TRU) waste onsite to be retrieved in the future. (A "Drum" means a 55-gallon drum of waste or its equivalent volume.) 35,000 of these Drums were stored in Tents or Domes in Area G of TA-54. By 2022, LANL was expected to double its volume of TRU, and thereafter to produce about 1,000 to 1,500 Drums per year. Even now, DOE EM-LA identifies the safe and efficient removal of the remaining waste stored above-ground at Area G as a "top environmental priority" of both itself and NMED. *See DOE EM-LA webpage for Legacy Waste Management*, available at https://www.energy.gov/em-la/legacy-waste-management.[23]

[23] Thus, when Mr. Martinez alleges he reported concerns of process and materials in TA-54 and Area G Tents and Domes, those designations, alone, invoke deep history of ESH public concern and policy as to LANL operations under RCRA, HWA, HMR, the Permit, Consent Orders, and establishment and ongoing existence of DOE EM-LA, and other litigations and public actions herein noted to detect and mitigate ESH risks from LANL's 80-year history of generating,

G. THE TRU DRUMS

102. Currently, the Area G Domes storing TRU waste have fire detection and air monitoring systems. The Drums are routinely monitored and inspected. The Drums are intended to be disposed deep underground at DOE's Waste Isolation Pilot Plant ("WIPP") in southeastern New Mexico. Prior to shipment, the Drums and their contents are independently, non-destructively analyzed and certified under a state- and EPA-approved program to confirm the containers meet the WIPP Waste Acceptance Criteria. And the Nuclear Regulatory Commission ("NRC") regulates and tests the casks in which the TRU Drums ship to WIPP. But TRU storage and disposal—as well as broader legacy cleanup, Permit compliance, and LLCC performance—have been the subjects of ongoing litigation and inter-agency conflict.

H. THE 2005 CONSENT ORDER

103. On March 1, 2005, after extensive litigation in federal and State court, NMED, DOE, and Regents of the University of California ("UC Regents," then operator of LANL for DOE and NNSA) entered a Compliance Order on Consent ("2005 Consent Order").[24] The stated

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discarding, or storing TRU waste.

[24] While the full history of agency and court action leading to the 2005 Consent Order is set forth in its Section II.A.7 ("Procedural History of Consent Order"), by way of brief outline, the process involved NMED on May 2, 2002, issuing a *Determination of an Imminent and Substantial Endangerment to Health or the Environment Concerning the Los Alamos National Laboratory (the Determination)*; UC Regents on June 3, 2002 filing a *Complaint for Declaratory and Injunctive Relief and for Review of Agency Action* in the United States District Court for the District of New Mexico (No. CIV 02-637 MV/DJS); UC Regents and the United States/DOE each filing a *Notice of Appeal* with the New Mexico Court of Appeals (Ct. App. Nos. 23,172 and 23,173), challenging the Determination; the United States, on behalf of DOE, on October 9, 2002 filing a *Complaint* in the United States District Court for the District of New Mexico (No. CIV 02-1273-LH/RHS); NMED issuing a *Final Order called "Re: Proceeding Under the New Mexico Hazardous Waste Act §§ 74-4-10.1 and 74-4-13"* (Final Order) while withdrawing its prior Determination; UC Regents on December 18, 2002 dismissing its *Complaint* in the United States District Court challenging the *Determination*; the United States on December 24, 2002 filing an *Amended Complaint*, challenging the *Final Order*; the United States filing a *Notice of*

purposes of the 2005 Consent Order were to fully determine the nature and extent of environmental contamination at LANL, to identify and evaluate alternatives for the cleanup of environmental contamination, and to implement cleanup. 2005 Consent Order § III.A. The 2005 Consent Order required the co-permittees to conduct corrective action at all LANL SWMUs and AOCs at LANL to fulfill the requirements of 40 CFR § 264.101. The 2005 Consent Order was an enforceable document pursuant to 40 CFR §§ 264.90(f), 264.110(c), and as defined in 40 CFR § 270.1(c)(7). It also remained enforceable against DOE's subsequent co-permittee, Los Alamos National Security, LLC ("LANS," which operated LANL for DOE and NNSA from June 1, 2006 to November 1, 2018). NMED further invoked the New Mexico Solid Waste Act ("SWA"), NMSA 1978, § 74-9-36(D), as grounds for the 2005 Consent Order.

I. LANL ENVIRONMENTAL REPORTING

104. Since 2012, LANL issues an "Annual Site Environmental Report" ("ASER") pursuant to DOE Order 231.1B, Administrative Change 1 ("Environment, Safety, and Health Reporting") and Order 458.1, Administrative Change 4 ("Radiation Protection of the Public and the Environment"). A typical ASER will note LANL's need and efforts to monitor for air emissions of radioactive materials; groundwater impacts; movement and deposits in sediment of chemicals and radionuclides by storm water runoff; presence, levels, and effects of chemicals

Appeal in the New Mexico Court of Appeals (Ct. App. No. 23,693), challenging the *Final Order*; UC Regents on December 26, 2002 filing a *Complaint for Declaratory and Injunctive Relief and for Review of Agency Action* in the United States District Court for the District of New Mexico (No. CIV 02-1631 LFG/WDS), challenging the *Final Order*; UC Regents on December 26, 2002, also filing a *Notice of Appeal* with the New Mexico Court of Appeals (Ct. App. No. 23,698) challenging the *Final Order*; the United States, UC Regents, and NMED from December 2002 through December 2003 and from February through March 2004, engaging in settlement negotiations while staying the litigation; and those parties submitting their negotiated framework (the 2005 Consent Order) to a period of public review and comment.

and radionuclides in plants, animals, soil, and vegetation (Chapter 7, Ecosystem Health); and, finally, what radionuclide dose or risk from chemical exposure members of the public may experience as a result of LANL operations.

J. DOE EM-LA

105. In 2014, DOE established its dedicated on-site LANL field office, DOE EM-LA, to oversee and facilitate the clean-up of radioactive hazardous waste at LANL.

K. 2016 *NUCLEAR WATCH* LITIGATION

106. On May 12, 2016, an environmental citizen action project, Nuclear Watch New Mexico ("Nuclear Watch") filed a RCRA lawsuit against DOE and LANS, raising questions of their compliance and performance under the Permit and the 2005 Consent Order. NMED soon intervened. And promptly thereafter, on June 24, 2016, NMED and DOE agreed to a Compliance Order on Consent ("2016 Consent Order") superseding the 2005 Consent Order and, again, requiring the Permittees to conduct corrective action at LANL SWMUs and AOCs at LANL to fulfill the requirements of 40 CFR § 264.101. The 2016 Consent Order was an enforceable document pursuant to 40 CFR §§ 264.90(f), 264.110(c), and as defined in 40 CFR § 270.1(c)(7).

L. 2023 SAFETY PROGRAMMATIC BREAKDOWN (TA-21 GOING "NUCLEAR")

107. In August 2023, N3B declared a "programmatic breakdown" of its Training Safety Management Program ("2023 Safety Programmatic Breakdown"), which resulted in numerous significant Technical Safety Requirement ("TSR") violations and company-wide stop-work. The existing Training Program was declared non-compliant with Department of Energy Order 426.2 ("DOE-O-426.2" or "O-426"), and the Engineering and Nuclear Safety Program Manager ("ENS-PM"), Ms. Lundgard, was given Training Approval Authority. This gave the

ENS-PM the sole authority to develop new processes to document and approve worker qualifications during the recovery phase of the stop-work.

108. According to the Occurrence Reporting and Processing System ("ORPS") Report from 2023, the programmatic breakdown of the training and qualification program occurred because N3B had not implemented the required 2-year requalification process for training-implementation-matrix-identified nuclear workers and ensuring all nuclear workers had the minimum requisite training to maintain their qualifications. The cited reporting criteria is 3A(1), which is any violation or noncompliance of a TSR (or Operational Safety Requirement ("OSR")) Safety Limit, Hazard Category 1, 2, or 3 nuclear facility's TSR (or OSR) Limiting Control Setting, Limiting Condition for Operation, Specific Administrative Control, or Surveillance Requirement. It is identified as a violation of DOE-O-426.2 (Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities). Since this violation resulted in TSR violations, it is presumably also a violation of 10 CFR 830.204(b)(5), which is the governing law for Nuclear Safety Management.

109. The 2023 Safety Programmatic Breakdown corresponded with and accompanied a series of significant actions and assessments.

a. Work Stoppage: N3B halted legacy waste cleanup operations at specific technical areas (including TA-54 and TA-21) due to inconsistencies discovered in employee training records.

b. Federal Assessment: In October 2023, the Department of Energy's (DOE) Office of Enterprise Assessments (EA) ("DOE-EA") issued a report on the independent review it had begun in June 2023 of N3B's Work Planning and Control (WP&C) ("2023 WP&C Assessment" or "2023 Assessment"). This assessment focused on

implementation of Integrated Safety Management System core functions, identifying further lapses in hazard analysis and safety controls.

c. Safety Culture Evaluation: The 2023 Assessment pointed to a "lack of standardization" due to N3B inheriting inconsistent procedures from previous contractors, resulting in employee confusion and situations where seasoned staff followed different processes than newer employees.

d. DOE Violations: The DOE had previously issued a Preliminary Notice of Violation to N3B after an excavator operator in September 2022 suffered heat exhaustion (the "2022 Heat Stress Incident") during corrugated metal pipe (CMP) retrieval operations, which revealed failures to properly analyze hazards and implement required safety controls. In its October 2023 Assessment, DOE-EA noted N3B was still violating its own purported Policies (N3B-POL-ESH-0005, Thermal Stress Program, section 3.2.3, and N3B-AP-ER-1002, section 4), not establishing and standardizing effective means to assess and communicate heat stress conditions and controls at work sites, or to train general field workers on thermal stress awareness, thus leaving workers at risk of heat stroke or other heat disorders. And as a result of these and various other breakdowns noted in the 2023 Assessment, N3B was required to re-verify training qualifications, submit causal analysis reports to the DOE, and implement corrective actions for their Integrated Safety Management System.

110. As discussed herein, the Breakdown declaration and its aftermath set off intense internal tension between Ms. Lundgard—who replaced President Smith as the Engineering and Nuclear Safety (E&NS) LLCC key person from/for BWXT for just a few years—and experienced professionals who directly reported to her in the E&NS organization and others

working in mission execution organizations like CH-TRU and ER.

111. For an early example, Ms. Lundgren in August 2023 meetings blamed the need to declare the 2023 Safety Programmatic Breakdown upon a discovery and report by Plaintiff Sanchez. Prior to this point, the project had been divided conceptually, departmentally, and geographically between "CH-TRU," over TA-54 (BWXT/BTSG's LLCC mission unit/key person), and "ER," over TA-21 (HII/HIIN's LLCC mission unit/key person). This division also corresponded with TA-54 at the time being understood and designated as a "nuclear facility," with work and staffing subject to corresponding requirements and training, while TA-21 was understood as non-nuclear, with work and staffing that thus did not require the same requirements and training. In 2020, N3B encountered a change in the contract regarding elevated radiological contamination levels during remediation/removal/excavation work around Building 257 in TA-21. Between 2020 and 2023, N3B's E&NS team began a nuclear and criticality safety evaluation resulting in N3B redesignating Building 257 and the Industrial Waste Lines inside the TA-21 boundary as a Hazard Category 2 nuclear site. This designation meant that Building 257 and the Industrial Waste lines contained, "sufficient quantities of hazardous radioactive material and energy (i.e., greater than HC-2 TQs in Attachment 1), which would require on-site emergency planning activities."[25] In other words, the conceptual division of LLCC work between BWXT "nuclear" work at TA-54 and HII non-nuclear work at TA-21 became broken. At the time of this re-designation, Plaintiff Sanchez was the person who noted and advocated to Ms. Lundgard that all TA-21 work and staff (all persons who up to that point

[25] *See* DOE Standard 1027 HAZARD CATEGORIZATION OF DOE NUCLEAR FACILITIES.

reported into Ms. Lundgard and Mr. Edwards) would now require training and qualifications to work in a nuclear area in compliance with DOE O-426.2. Otherwise, Ms. Sanchez noted, N3B could not continue to certify to DOE that LLCC work in TA-21 was, in truth, completed by qualified personnel. Further, while looking into whether TA-54 staff or trainings could help fill in the TA-21 need, Ms. Sanchez discovered TA-54 staff had, themselves, not met certain qualification requirements even with respect to their work in TA-54. And in turn, this meant recent years TA-54 work had not, itself, been performed by qualified personnel (thus also violating 10 CFR 830 part B, and triggering disclosure obligations by N3B to DOE, which do not appear to have been fully met). In a first meeting internally announcing the 2023 Safety Programmatic Breakdown, Ms. Lundgard—in front of President Smith and Mr. Edwards—disingenuously "thanked" Ms. Sanchez for having triggered the declaration of Breakdown. And after this, Ms. Lundgard repeatedly told Ms. Sanchez that she was not being approved for promotions or welcomed at particular meetings because "upper management" (which clearly, necessarily meant President Smith and Mr. Edwards) could not count on her to refrain from saying or reporting things that would reveal N3B as out of compliance.

112. N3B's eventual terminations of Plaintiffs Henderson, Smith, Dixon, Caldwell, Barras, and Sanchez (whom Ms. Lundgren also demoted just two days before Ms. Lundgren was due, herself, to leave the LLCC project) all closely relate to the above circumstances, and Defendants—through Ms. Lundgard, Mr. Edwards, and Mr. Smith—established a clear pattern of aggression toward anyone in the company who presented a "questioning attitude," interfered, or presented obstacles to their falsely certifying to DOE that all contracted work was being done by properly qualified and certified staff.

M. 2024 CONSENT ORDER

113. On February 24, 2021, NMED filed an action against DOE to enforce the 2016 Consent Order, alleging a "continuing pattern" and "ongoing failure" by DOE to comply with requirements of the 2016 Consent Order as well as—in prior years—the 2005 Consent Order, with the result that "hazardous and radioactive substances continue to exceed standards and pose health risks to adjacent communities," "contaminated groundwater continues to pose a long-term threat to New Mexico's drinking water sources," and "tribal communities are unable to engage in longstanding cultural uses of their lands." DOE removed the lawsuit to the United States District Court for the District of New Mexico as Case No. 1:21-CV-00278-KG-JFR ("2021 NMED Litigation"). On August 30, 2024, NMED and DOE executed a Settlement Agreement therein pursuant to which they agreed to execute a new Compliance Order on Consent ("2024 Consent Order"). As executed, the 2024 Consent Order requires the Permittees to complete corrective action at LANL SWMU and AOCs to fulfill the requirements of 40 CFR § 264.101. The 2024 Consent Order was an enforceable document pursuant to 40 CFR §§ 264.90(f), 264.110(c), and as defined in 40 CFR § 270.1(c)(7). And N3B is currently a co-permittee subject to the 2024 Consent Order.

N. 2025 DOJ FOCUS ON FCA "FALSE-COMPLIANCE" ACTIONS

114. On January 21, 2025, pursuant to the Federal Property and Administrative Services Act (40 U.S.C. 101 et seq.) ("FPASA"), President Donald Trump issued EO 14173, requiring federal contractors to certify compliance with federal anti-discrimination laws and to agree "compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of [FCA] section 3729(b)(4)."

115. On May 19, 2025, DOJ Deputy Attorney General (DOJ-DAG) Todd Blanch

issued a Civil Rights Fraud Initiative ("CRFI") to prioritize FCA investigations and prosecutions "against any recipient of federal funds that knowingly violates federal civil rights laws." *See* Exhibit 4 (*CRFI*, dated 05/19/2025).

116. On March 26, 2026, pursuant to FPASA, President Donald Trump issued EO 14398, clarifying that consequences of federal contractors falsely certifying compliance with federal anti-discrimination laws would include that their "contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor may be declared ineligible for further Government contracts."

117. Following EO 14173, the DOJ CRFI, and EO 14398, national law firms—including Jackson Lewis (Defendants' original counsel in this action)—publicly warned federal contractors they are now subject to FCA liability for false certifications of compliance with laws such as "Title VII, Title IX and other federal civil rights laws." *See* Exhibit 5 (*Civil Rights Compliance Opens New Path to FCA Claims*, by Jeremy S. Schneider, Jackson Lewis, dated March 26, 2026) (acknowledging "false certification can be treated as fraud under the FCA").

VIII. FACTS COMMON TO CLAIMS

A. N3B CORPORATE VEIL

118. The following circumstances demonstrate N3B is an instrumentality and alter ego of, single employer with, as well as joint employer with, HII/HIIN and BWXT/BTSG, with N3B having operated not in a legitimate fashion to serve the valid goals and purposes of that corporation but instead under the domination and control and for the purposes of HII/HIIN and BWXT/BTSG .

119. N3B is essentially a single-project entity, formed as a joint venture between HII/HIIN and BWXT/BTSG specifically to enter and manage the Ten-Year, $2.1 billion LLCC.

120. N3B has no source of funds to operate other than the Fees DOE pays to N3B under the LLCC or loans or capital infusions from HII/HIIN and BWXT/BTSG .

121. From its inception, HII/HIIN and BWXT/BTSG staffed and dominated N3B's purported independent management structure with seconded or reachback employees who, while nominally working for/with N3B, remained subject to control by, retained formal employee relationship roles with, received direct employee compensation from, and as a matter of law owed duties of loyalty to HII/HIIN and BWXT/BTSG. And such staff maintained such formal seconded status, control, and loyalties for years after N3B began performing the LLCC in 2018, through and including years 2022 and beyond, after which several (such as eventual N3B President Brad Smith) were nominally transferred to N3B employee status, while still remaining effectively controlled and loyal to HII/HIIN and BWXT/BTSG. By assignments such as these, HII/HIIN and BWXT/BTSG dominated and controlled N3B's top officers and management through the current date, as illustrated in the attached Exhibit 6, which Plaintiffs have prepared on current information and belief, but will continue to refine and correct as discovery proceeds.

122. In addition to HII/HIIN "secondment" and BWXT/BTSG "reachback" control over N3B staff, some of these and still other N3B staff were further in further "affiliated" arrangements with HII/HIIN or BWXT/BTSG. The general structure and effect of these "affiliated" agreements was (a) the N3B employee would enter an exclusivity agreement with either BWXT or HII (meaning they could not also "affiliate" with the other entity); (b) the employee would gain access to specific BWXT or HII perks, including in-house professional training and development, mentoring, etc.; (c) the employee would also get a direct annual bonus paid directly from BWXT or HII; and (d) an expectation of subsequent promotion and reassignment by the parent company to other locations and projects.

123. Circumstances noted herein and available evidence—which, upon information and belief, a reasonable period of discovery will yield—demonstrate Defendants HII/HIIN and BWXT/BTSG by all the above, decidedly peculiar and in cases deceptive staffing arrangements, created a fractured N3B culture with staff's individual loyalties lying either with HII or BWXT, rather than to N3B or the LLCC mission, and thus dominated and controlled N3B to such an extent as to render them alter egos and joint employers with N3B of the Plaintiffs.

Unrealistically Low Bid on the LLCC, Overall

124. The following circumstances and available evidence—which, upon information and belief, a reasonable period of discovery will yield—demonstrate Defendants knowingly submitted an unrealistically low bid to be awarded the LLCC. *See DOE Solicitation*; *N3B Proposal*; and LLCC.

125. As a result of Defendants' unrealistic bid and the terms on which DOE awarded the LLCC, N3B has been and remained undercapitalized throughout its existence.

126. N3B strains to deliver the contracted amount and quality of service, material, and staffing LLCC requires while at the same time operating as a legitimate, stand-alone entity, using only revenue paid by DOE to N3B under the LLCC.

127. Instead, to perform the LLCC since 2018, N3B has had to resort to:

a. large cash infusions from HII/HIIN and BWXT/BTSG under circumstances that show these were not loans but, in fact, capital contributions necessary to mitigate the effects of Defendants low-bidding on the LLCC and undercapitalizing N3B;

b. HII/HIIN seconding and BWXT/BTSG implementing "reachback" assignments of (or loaning to N3B, while BWXT/BTSG continues to employ) their own

employees to function as N3B staffing on the LLCC;

c. unreasonably delaying or avoiding N3B's performance obligations to DOE under the LLCC;

d. questionable coding of charges and direction of funds under the LLCC, including but not limited to its Information Technology ("IT") aspects;

e. attempting to recoup its payroll budget/expense shortfall by laying off workers to a degree approaching insufficient staffing levels, thereby failing to maintain—on N3B payrolls—the necessary and contracted-for level of staffing to perform the LLCC;

f. chilling the N3B workforce from speaking out on these issues by targeting and terminating employees who identify themselves as concerned and vocal on matters of contracting and legal ethics and compliance; and

g. thereby having the effect that actual and/or apparent joint-employer status among all Defendants—N3B, HII/HIIN, and BWXT/BTSG —benefited them all, deterred the N3B workforce from raising issues against any of them, and thus facilitated the FCA violations, false certifications, misleading representations, and material omissions being made to DOE in these matters.

128. Beyond implications as to "piercing the corporate veil," these circumstances may aggregate with others to show Defendants engaged in "buying in" (obtaining a federal contract by bidding below anticipated costs), which is an "improper business practice" (and thus violates the express public policy) under FAR 3.501-1. And if linked to other FAR misconduct, a finding of Defendants "buying in" could prompt DOE to annul or rescind the LLCC, recover fees, or suspend or debar Defendants under FAR Subpart 9.4.

129. Further evidence of grounds on which this Court should pierce N3B's corporate veil includes the following.

Unrealistically Low Bid on the IT Portion of LLCC

130. N3B appears to have submitted its 2016 Proposal and bid the LLCC without a plausible budget for IT functionality:

a. HIIN (through its predecessor entity, Stoller Newport News Nuclear, Inc. (SN3)), employed or assigned a number of people including N3B's eventual N3B Chief Information Officer ("CIO"), Jason Moore ("Moore"), to a "transition team" after Defendants submitted the Proposal to DOE and pending the LLCC being awarded. When DOE awarded the LLCC, the "transition team," including IT staff, worked together in the period between transitioning responsibilities for CH-TRU and ER from LANS to N3B.

b. The LLCC required N3B to perform environmental cleanup functions that its primary parent, HII, had little exposure to until the purchase of Stoller in 2015.

c. The SN3 IT transition thus involved creating the foundation for an enterprise network and a plan to incorporate existing and new technologies while maintaining cybersecurity compliance, and obtaining an Authority to Operate ("ATO").

d. Upon information and belief, Defendants initially "scoped" N3B's IT function as requiring a network of around 400 users.

e. As implemented, the N3B IT function required a network almost twice as large: scalable from 500-700 users (including not only additional N3B employees, but also staff from critical subcontractors, such as Longnecker & Associates, Tech 2 Solutions, numerous subcontractor companies, and Seconded and Reachback staff from HII and BWXT), with the additional ability to integrate ER-specific technologies.

f. Transition ended on April 30, 2018, at which point some of the transition team transitioned from being SN3 employees to N3B employees, such as Mr. Moore, who became the CIO for N3B.

g. When issued its Authority to Operate by DOE EM-LA on April 30, 2018, N3B IT still lacked adequate staffing, policies and procedures, and infrastructure, but per the LLCC, still had to commence migrating old data, migrating/implementing (new) organizational and legacy/mission-specific software and hardware, and brownfield technologies spanning the LANL premises to the new network.[26]

h. In June 2018 (less than two months into N3B starting to perform the LLCC), Mr. Barras informed several program directors, including Mr. Moore in IT, that Defendants had already spent their programs' entire budget during transition.

i. Upon information and belief, the N3B Proposal for the LLCC listed approximately five IT staff and no language (or in turn, specific plan or budget) for maintaining and operating a DOE-compliant network or building an enterprise network and IT department from a greenfield state.

j. The entirety of IT was thus underfunded and subject to intense internal and DOE EM and DOE EM-LA pressure from when N3B began performing the LLCC.

k. Not until early 2020 did N3B have a remotely realistic IT budget, and at that point the budget was retrospective-based.

l. In early 2021, DOE EM staff became focused and vocal on concerns that

[26] In IT parlance, "brownfield" refers to preexisting (often "legacy" or outdated, vendor-unsupported) infrastructure with which current technology needs to exist or operate. Brownfield operations thus require integration with old code, systems, or hardware. "Greenfield," in contrast, means building IT infrastructure from scratch without such constraint or foundation.

N3B's IT spend on the LLCC was excessive (presumably, in comparison to DOE EM expectations from the N3B Proposal).

m. Over the next few years, DOE EM and DOE EM-LA voiced concerns not only of the cost of IT but also—and more intensely—of costs of all C03 functions (of which IT was part) as compared to the mission of the LLCC, which was CH-TRU and ER.

n. N3B attempted to resolve its underbidding issue with a series of actions including deep budget cuts throughout N3B, but mainly in the C03 Contract Accounts, and other actions (such as Secondment, as below discussed).

o. By the summer of 2023, N3B had cut the IT budget to nothing but maintenance, operation, and compliance—leaving no funds for travel/training, new technology, or new employees—only lifecycle management. Mr. Moore communicated his concern about the need for additional staffing to N3B President Smith, N3B Acting Executive Officer ("AEO") Jeff Stevens ("Stevens"), N3B Chief Financial Officer ("CFO") Gina Newman ("Newman"), and BWXT Cybersecurity, Tony Martin ("Martin") (who was also an original member of the HII/BWXT IT Transition Team and visited/performed (external to N3B) cybersecurity assessments of N3B's cybersecurity program since the beginning of contract operations, April 30, 2018).

p. But even after this point, AEO Stevens directed all C03 Contract Account Managers, including Mr. Moore, to cut budgets further by identifying expenses that could be deemed above basic service or could be itemized and split out from a larger budget item and tied back to CH-TRU and ER (e.g., cell phones and printers within IT) to make it appear that N3B was reducing its overhead (C03) costs to DOE EM and DOE EM-LA.

Commingled Business Systems

131. Defendants, among themselves, for extended periods also had commingled business systems:

a. N3B commingled its employee personnel and payroll in HII's ADP information system, with HII processing payroll for N3B.

b. By and through Heatherly Dukes ("Dukes," concurrently a BWXT employee and an N3B Board Member/Manager), who approved assigning the laptops used by N3B staff, BWXT/N3B required N3B Human Resources staff (including Ms. Owen, Jeri Taylor ("Taylor"), Pam Peterson, Pat Pinkard, and Mary Beth Harris) to conduct daily HR job duties on BWXT-issued laptops.

c. N3B's initial acting HR Director, William Gribbon ("Gribbon," a BWXT employee) conducted all pre-transition and post-transition HR operations using a BWXT-issued laptop.

d. When N3B's network came online, many N3B staff returned BWXT laptops, but Mr. Gribbon continued to conduct sensitive N3B business on his BWXT laptop.

e. N3B utilized BWXT's relocation program to process relocation reimbursement requests to N3B employees, with Linda Patterson (a BWXT employee) as N3B's onsite point of contact.

f. HII's Chief Financial Officer, Michael Helpinstill ("Helpinstill") directed the N3B HR Director (at that time, Ms. Owen) to submit all DOE Form 3220s, for key personnel employees, using specific language intended to obtain government reimbursement for employee costs as it relates to compensation and benefit costs of the

Employer (HII) (for example, including the then current salary paid to Employee by Employer; contributions made or accrued for benefit programs, including but not limited to, pension plans, health insurance, and life insurance with respect to the Employee in accordance with applicable policies of Employer or its affiliates for comparable employees; any payments made by Employer for any required federal, state, or local taxes withheld or otherwise required to be paid by Employer or its affiliates for comparable employees; and any expenses reasonably incurred by such Employee in furtherance of Company business and paid or reimbursed by Employer). (HII also identified these criteria in its Seconding Agreement with N3B.)

g. BWXT's Chief Financial Officer, Randy Trusley (who was also a member of the N3B Board of Managers), directed the N3B President, Smith, to implement an employee time-charging tracking tool for TA-54 and ER and tasked Mr. Moore with this project.

h. The N3B auditor, John Tucher ("Tucher"), had a reporting relationship to BWXT's CFO, Mr. Trusley, on the N3B Board of Managers, through the N3B General Counsel/Ethics Officer, who was also Secretary to the Board of Managers. When the Auditor, Mr. Tucher, raised compliance concerns – including repeated instances of improper time charging and mischarging of hazard ("hot") pay within the CH-TRU organization located at TA-54 – management characterized the issues as training deficiencies and addressed them through employee retraining, notwithstanding the frequency and recurrence of the improper charging. Eventually (approximately September 2024) the auditor was reassigned and replaced with a BWXT Reachback employee, reporting to the BWXT CFO.

i. N3B Chief Financial Officer ("CFO") Gina Newman ("Newman," BWXT affiliated), approved all reachback time invoices submitted by BWXT. Prior to Newman, the CFOs were Sharon Brady (HII Seconded), Mary Erwin, and Juan Griego, with HII CFO Tony Maxted ("Maxted") also frequently on site and directing.

j. Similarly, in the DOE Deep Dive commencing in 2022, Heatherly Dukes (again, both VP at BWXT and an N3B Board Member) and Brad Smith (HII-Seconded Employee and Senior Program Manager for N3B Engineering) directly participated. There was no separate N3B representation. And while it was initially suggested N3B's President, Kim Lebak, would receive a final report on the DOE Deep Dive, upon information and belief, Lebak (1) is also HII-Seconded, and (2) never truly received that report. As such, BWXT (through Dukes) and HII (through Brad Smith) became the actual reporting contacts with DOE, and BWXT/HII controlled, dominated, and overreached these key N3B operations and reporting functions to DOE.

132. Defendants have engaged in moral culpability in these regards, attempting to maintain the benefits of the LLCC while cutting corners on N3B's burden under the LLCC, and while harming others to cover up N3B's unrealistically low bid/buying in, undercapitalization, and manners in which it has not operated as a true, separate corporate entity.

133. For the reasons stated herein, there is a reasonable relationship and "proximate cause" between the injury (loss of employment) suffered by each Plaintiff and the corporate-domination/instrumentality-status of N3B with respect to HII and BWXT.

B. N3B AS JOINT EMPLOYER WITH HII AND BWXT

Common Control over Terms and Conditions of Employment

134. As already noted, Exhibit 6 illustrates the top N3B ranking officials and managers

who were prior, concurrent, or subsequent agents/representatives of HII or its wholly-owned subsidiary HIIN or of BWXT or its wholly-owned subsidiary BTSG or its parent, BWXT.

135. Through these posts, HII/HIIN and BWXT/BTSG wholly dominated and controlled N3B management.

C. N3B AS SINGLE EMPLOYER WITH HII/HIIN AND BWXT/BTSG

Interrelations of Operation

136. For the reasons stated herein, there is a reasonable relationship and "proximate cause" between the injury (loss of employment) suffered by each Plaintiff and the corporate-domination/instrumentality-status of N3B with respect to HII/HIIN and BWXT/BTSG.

Common Management

137. The attached Exhibit 6 illustrates the top N3B ranking officials and managers who were prior, concurrent, or subsequent agents/representatives of HII or its wholly-owned subsidiary HIIN or of BWXT or its wholly-owned subsidiary BTSG or its parent, BWXT.

138. Through these posts, HII/HIIN, BWXT/BTSG, and N3B had sufficient common management to render them a *de jure* "single entity."

Centralized Control of Labor Operations

139. As already noted, *see* discussion herein at paragraphs 26, 66, 67, 118-123, and 131 (including subparts a. through j.) from startup, N3B's labor operations including Human Resources management, systems, and data were under BWXT domination and control.

140. And as illustrated in Exhibit 6, effective HII/HIIN and BWXT/BTSG control of those labor operations continued thereafter through subsequent staffing.

Common Ownership and Financial Control

141. For the reasons stated herein, there is a reasonable relationship and "proximate

cause" between the injury (loss of employment) suffered by each Plaintiff and the corporate-domination/instrumentality-status of N3B with respect to HII and BWXT.

D. SEPARATE HISTORIES OF PLAINTIFFS AND EMPLOYEES

Jason Moore

142. Plaintiffs herein note several circumstances regarding Mr. Moore (as stated, N3B's former CIO) as part of Defendants' pattern and practice of scapegoating and retaliating, similar to Defendants' handling of Plaintiffs, and as relevant to punitive damages and corporate-veil-piercing.

143. Mr. Moore loyally served N3B six years (2018 to 2024), receiving above-standards performance reviews and yearly bonuses. But N3B began reacting negatively toward Mr. Moore as he continually raised compliance concerns N3B was not addressing. And this culminated in N3B's termination of his employment.

144. In the last few months of his employment with N3B, Mr. Moore also served as acting Director of Cybersecurity, due to Frank Steves resigning that post in or about March 2024.

145. For the reasons already set forth, throughout Mr. Moore's employment with N3B, he was greatly concerned with budget. He was CIO, but unlike most executive managers within N3B, he was also the Control Account ("CA") Manager for the IT Control Account ("IT CA"), meaning he was expected to manage his own budget without staff to do that. In addition to the IT CA, he was also Control Account Manager ("CAM") for any new IT CA's that were created—most of which pertained solely to cybersecurity. The new IT CA's would be tied to a scope of work different and distinct from the LLCC.

146. Charges to the C03 Account drew upon the Fiscal Year ("FY") 2024 IT (the IT Budget created in 2020 and projected through the base and extension periods of the LLCC).

147. Charges against new CA's drew from new and separate funding sources—money separately earmarked for new/improved cybersecurity only.

148. Similar to its struggles to manage staffing within its staffing bid/budget and safety within its safety bid/budget, N3B struggled to maintain the separation of the C03 CA and new funds associated with a pending cybersecurity CA, especially after its IT budget came under intense scrutiny by DOE starting in 2020 and was reduced to maintenance and operation in the years of 2023-2024.

149. N3B began reorganizing/reallocating money from LLCC to prioritize CH-TRU and ER missions, while unrealistically and unsustainably expecting the same level of functionality and support from the rest of N3B, mainly C03 functions, including IT.

150. These budget pressures strained N3B's relations with DOE to a point seeming to jeopardize N3B's contract extension from the LLCC base period.

151. In these contexts, in Mr. Moore's last months employed, many N3B officers and managers, including Jeff Stevens (Acting Executive Officer) ("AEO Stevens"), CFO Newman, Robert Edwards (Environmental, Safety, Health and Quality Program Manager) ("ESH Manager Edwards"), and President and General Manager Brad Smith pressured Mr. Moore to use the Cybersecurity Code to offset dollars charged to the C03 Account.

152. Under these pressures and as part of normal ongoing operations, Mr. Moore attempted to maintain strict clarity, disclosure, and compliance with DOE under LLCC by communicating to the DOE EM-LA federal oversight and/or DOE EM-LA Contracting Officer Representative ("COR"), Kara Hetrick ("Ms. Hetrick" or "DOE EM-LA COR") and obtaining their concurrence with how N3B IT was going to utilize the new monies prior to N3B receiving DOE EM-LA CO express written approval for the execution of the new CA statement of work.

153. Upon information and belief, Mr. Moore maintained this practice and communication with DOE EM-LA federal oversight and/or Ms. Hetrick under his good faith belief that, if N3B were—*without such approval by DOE*—using the new CA to offset dollars charged to the C03 CA, N3B would engage in prohibited acts under 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

154. By communicating to DOE EM-LA federal oversight and/or Ms. Hetrick in these ways, Mr. Moore engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

155. As a result of Mr. Moore refusing to blur the C03 CA with the statement of work for the new and pending CA without making such disclosures to DOE EM-LA federal oversight and/or Ms. Hetrick, AEO Stevens, and CFO Newman forbade Mr. Moore from having any further communication with DOE EM-LA COR Hetrick.

156. Within weeks of these exchanges, N3B terminated Mr. Moore's employment on July 10, 2024 through suspicious process, including denying him a DARB (Disciplinary Action Review Board), which is a process typically given to all significant positions of responsibility at N3B, and which certainly would include a Chief Officer such as Mr. Moore.

157. Upon information and belief, N3B's purported basis for terminating Mr. Moore's employment is a mere pretext for retaliation.

158. The above sequence shows N3B knew Mr. Moore would testify truthfully as to damning facts against N3B's billing practices and retaliation; that N3B wanted to silence Mr. Moore on the subject; and that N3B's subsequent employment actions against Mr. Moore were intended to silence and/or to interfere with Mr. Moore as a witness on these FCA matters.

159. The above continued a pattern of deception N3B has carried out for some time in mischaracterizing employee separations.

Mr. Donnan

160. Mr. Donnan's chain of upward report was to David Dixson, Senior EHS Manager for ER, and then—upon information and belief—Eli Gerlach, Deputy Program Manager, ESH, followed by Mr. Edwards, and then President Smith.

161. Mr. Donnan loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) six months.

162. But N3B terminated Mr. Donnan soon after he became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

163. On April 12, 2024, HR emailed Mr. Donnan notification that N3B was extending his employment contract for 12 months effective April 29, 2024.

164. On approximately April 15, 2024, Mr. Donnan digitally signed his employment contract extension.

165. On April 16, 2024, Mr. Donnan completed an ESH Inspection Report detailing his observations while conducting oversight for the project he was supporting. He had included in his report that Caleb and Luke (field supervisors) had given him incorrect information related to a downed power line near the project they were all supporting. A substantial amount of confusion and miscommunication took place for approximately 15 minutes over the radio while trying to figure out a solution. The ER Operations Center reached out to both supervisors over the radio while Caleb and Luke proceeded to give ER OPS different information than they had

previously communicated to Mr. Donnan only 15 minutes prior. Instead of making an issue of this while still in the field, Mr. Donnan decided it would be more effective to detail the lack of ownership and accountability in his ESH Inspection Report, as there is a specific section for communication, or lack thereof. Effective safety and communication are paramount in High Hazard operations, so Mr. Donnan believed this was a justified response in his official ESH Inspection Report. Once his report was complete, he uploaded the report to an internal server and distributed the report to the affected parties and their management team, as is customary for ESH oversight.

166. By challenging the actions of Caleb and Luke, by formalizing the issue in a writeup, and by continuing to document, to stand his ground, and to advocate on these issues within N3B and against resistance, Mr. Donnan engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

167. By thus documenting and advocating, Mr. Donnan implicated N3B having committed to DOE but failed to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the *2023 Safety Programmatic Breakdown*; and which even so continued for over a year thereafter to be unresolved in material aspects; Mr. Donnan engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

168. On approximately April 23, 2024, Mr. Donnan had a meeting with Mr. Dixson,

Bobbi Rappe, Steve Maze, OPS Manager, and William Shaw, OPS Manager, to discuss the prior miscommunication in the field. This meeting lasted approximately an hour, and by the end, Mr. Dixson and both OPS managers appeared inclined to move forward without any disciplinary action, to which Mr. Donnan agreed.

169. However, on May 3, 2024, HR informed Mr. Donnan N3B was terminating his contract, without cause or explanation.

Mr. Henderson

170. Mr. Henderson's chain of upward report was to Plaintiff Smith, then to Bret Griebenow, followed by Brian Clayman, and then President Smith.

171. Mr. Henderson loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) almost five years.

172. But N3B terminated Mr. Henderson soon after he became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

173. As discussed herein with respect to other Plaintiffs, more than a year after the 2023 Safety Programmatic Breakdown, N3B was still working largely under *ad hoc* processes dictated by ENS-PM Lundgard, rather than established, consistent, standardized procedures and practices. This approach Lundgard had been ineffectively communicating those (unwritten, unformalized) processes to the training staff, thus herself causing confusion and significant delays to the development of a range of safety programs, including without limitation the Crane and Electrical Safety programs, and their associated implementation plans, as the Training

organization (managers and individual contributors) had been unable to provide consistent requirements and guidance.

174. On or about March 12, 2024, Mr. Henderson made a complaint to DOE-OIG through the "OIG Hotline" entitled "Alleged Abuse of Training Funds and Mismanagement." He referenced systemic deficiencies persisting in N3B's training program since the August 2023 Safety Programmatic Breakdown, which he characterized as an "abuse of funds," a violation of DOE O 426.2, and the subject of "false statements" and "false narrative" by the "two senior managers." In subsequent email with DOE-OIG. Mr. Henderson clarified those two senior managers were Ms. Lundgard and Thomas Harrison, a BWXT senior manager who was also N3B's Program Manager Quality Assurance ("QA-PM"). Among the concerns he noted were the criticality of his group continuing to perform infrastructure preventing maintenance during the process of N3B still trying to qualify all Maintenance personnel to remedy the 2023 Safety Programmatic Breakdown, stop work, and DOE Assessments. He noted that he had reported the same to Ms. Lundgard, that she had nominally agreed, but that in practice, neither she nor QA-PM Harrison were supporting, facilitating, or competently leading the group through both processes. Instead, both Ms. Lundgard and Mr. Harrison seemed to be obstructing the process as a means and excuse to scapegoat the mid-level managers below them. Mr. Henderson also referenced his subordinate, Plaintiff Dixon, as sharing these concerns.

175. After doing so, Mr. Henderson alerted his supervisor, Plaintiff Smith, that he had reported the matter. And upon receiving the report, Plaintiff Smith took Mr. Henderson to discuss the matter with Plaintiff Smith's own supervisor, Bret Griebenow.

176. On March 26, 2024, Mr. Henderson repeated substantially the same concerns in a report to N3B's Employee Concerns Program (ECP). Mr. Henderson reported both himself and

Mr. Dixon experiencing harassment, belittling, and "targeting" by QA-PM Harrison in a meeting that had been called by Mr. Henderson to address the numerous issues surrounding Training Qualifications and Maintenance. And Mr. Henderson repeated the concerns with Ms. Lundgard and QA-PM Harrison obstructing training, recording of training, and qualification of Maintenance.

177. By April 2024, a number of coworkers—to whom neither Mr. Henderson nor Mr. Dixon had disclosed the matter—were commenting in the workplace that Mr. Henderson and/or Mr. Dixon had gone to OIG with a report against N3B.

178. In this same timeframe, management was stonewalling and undermining both Mr. Henderson and Mr. Dixon. People would not respond to emails or calls or facilitate their requests. Both felt they were being set up to look like they did not know how to do their job, despite the fact that both had been doing their jobs for years before they began to complain.

179. Mr. Henderson continued attempting to get these issues addressed in his work roles, as well, including communications and protests to Ms. Lundgard, continuing into the first part of June 2024. But Ms. Lundgard, Mr. Harrison, and persons under their report continued to obstruct and undermine Mr. Henderson, attempting to set him up on pretexts for termination.

180. Surrounding these events, Mr. Henderson had also been—similar to Plaintiff Smith, as discussed below—voicing concern with the safety of "transportainers" in which N3B had Craft/union subcontractors waiting, breaking, and sheltering in TA-54.

181. By challenging the ongoing failures of Ms. Lundgard and Mr. Harrison, by reporting outside his chain of command, and by complaining to agency oversight, DOE-OIG, on the same issues, Mr. Henderson engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. §

660(c); and NMOSHA, NMSA § 50-9-25.

182. By thus documenting and reporting, Mr. Henderson implicated N3B having committed to DOE but failed to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the *2023 Safety Programmatic Breakdown*; and which even so continued for over a year thereafter to be unresolved in material aspects; and thereby, Mr. Henderson engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

183. As discussed below, on May 21, 2024, N3B had Plaintiff Smith attend an interview with an outside firm N3B hired, Gray Reed, LLP ("Gray Reed"), apparently regarding Craft complaints. In that interview, N3B first attempted to have Plaintiff Smith turn on and question the "integrity" of Mr. Henderson—seeming to suggest N3B was attempting to set up Mr. Henderson as the cause of labor unrest with union subcontractors. But Plaintiff Smith declined to do so. Instead, Plaintiff Smith vouched for Mr. Henderson's integrity and job performance. And when Plaintiff Smith reported and complained on the probable true cause of the subcontractors' unrest—including unsafe work conditions under which N3B for years had them working, N3B soon thereafter terminated both Mr. Henderson and Plaintiff Smith.

Plaintiff Smith

184. Plaintiff Smith's upward chain of report was to Bret Griebenow, followed by Brian Clayman, and then President Smith.

185. Plaintiff Smith loyally served Defendants (nominally employed by N3B, but

subject to joint employment, domination, and control by all Defendants) almost two years.

186. N3B had recruited Plaintiff Smith from 18 years service at LANL, with inducements including that his years at N3B would be recognized as service credit to meet full pension benefits toward his TCP1 pension from Triad/LANL.

187. But N3B then terminated Plaintiff Smith (and precluded him from reaching full TCP1 pension benefits) soon after he became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

188. As noted above, Plaintiff Smith facilitated Mr. Henderson's March 2024 complaint within N3B related to Mr. Henderson's March 2024 complaint to DOE-OIG.

189. Thereafter, on Tuesday, May 21, 2024, Plaintiff Smith's manager, QA-PM Griebenow, contacted Plaintiff Smith at his office at TA-54, regarding an emerging internal investigation of work-conditions complaints raised by Unionized or "Craft" N3B subcontractor employees. Mr. Griebenow stated all participants had to be truthful and open during the investigation, and no retaliation would be directed at anyone involved in the investigation. Mr. Griebenow had Plaintiff Smith sign a "Notice of Investigation" from Gray Reed. Mr. Griebenow then gave Plaintiff Smith a document setting him to interview with Gray Reed the same day from 2:00 pm to 3:00 pm at the HII Office, 183 Central Park Square, Los Alamos, New Mexico.

190. In the May 21, 2024 interview, Plaintiff Smith was faced with four attorneys. Their questions about Plaintiff Smith's staff focused primarily on Mr. Henderson (Plaintiff Smith's direct report). They invited Plaintiff Smith to question Mr. Henderson's "integrity" concerning assigning Superintendents overtime. Mr. Smith rejected this suggestion, stated his

belief that Mr. Henderson exercised his duties with integrity, rejected the interviewer's suggestion that Mr. Henderson may "favor" certain Craft over others, and noted that acting on such a preference was not practically possible, regardless, because work could only be assigned by the respective union's General Foremen per the Collective Bargaining Agreements with N3B, and pursuant to the "Plan of the Day" by the Facility Operations Director ("FOD"). Plaintiff Smith closed the attorneys' questioning regarding Mr. Henderson by stating that, in fact, Mr. Henderson was an outstanding employee.

191. Then the attorneys started asking Plaintiff Smith questions about why the union subcontractors would be or could be disgruntled. In response, Plaintiff Smith noted most of the "Craft"/subcontractors were upset about one thing: that for most of craft assigned to TA-54 are bunked down and occupying metal transportainers (metal boxes that are put on railroad train cars) during times when they show up waiting for the workday to start, during breaks to include lunch, to get out of bad cold or hot weather to include below freezing temperatures, lightning storms, and extreme heat. Plaintiff Smith told Gray Reed none of these many rail cars are insulated or wired to the National Electrical Code or NFPA 70 (the primary benchmark for safe electrical design and installation), and all heating, refrigeration, and lighting were against mechanical, electrical, and life safety code, with each, in fact, powered by extension cords. He added that each transportainer had only one set of entry doors at each end, and that those doors were only lockable from the outside, which meant someone could get locked in with no way out. No Beneficial Occupancy Certification (BOC) were obtained for Craft to use the transportainers as offices or break spaces. And no BOC could be issued, because these Transportainers are directly under 13.2 KVA high voltage lines, and because the transportianers were only meant to store tools, parts, and equipment. Plaintiff Smith added that all his senior managers had known

this was going on for years with no real effort to relieve the Craft. Plaintiff Smith had made multiple efforts to get the Craft into compliant buildings, but N3B would not fund any such effort. Finally, Plaintiff Smith told Gray Reed that President Smith, personally, was fully aware of the Crafts' complaints and of Plaintiff's Smith's agreement as to all these issues with the transportainers being unsafe facilities.

192. By challenging the ongoing failures of Ms. Lundgard and Mr. Harrison, by supporting Mr. Henderson in his DOE-OIG reports outside of Mr. Henderson's chain of command on the same issues, and by defending Mr. Henderson against Defendants' efforts falsely to undermine and to set up Mr. Henderson in retaliation for such complaints, Mr. Smith engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

193. By thus documenting and reporting, Mr. Smith implicated N3B having committed to DOE but failed to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the *2023 Safety Programmatic Breakdown*; and which even so continued for over a year thereafter to be unresolved in material aspects; and thereby, Mr. Smith engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

194. On or about May 22 or 23, 2024, Mr. Griebenow advised Plaintiff Smith that President Smith was coming down for a TA-54 tour. Once they arrived, Plaintiff Smith noted

President Smith addressing him in a very unprofessional and condescending way he had never before taken with Plaintiff Smith. After the tour, Mr. Griebenow and President Smith returned Plaintiff Smith to the parking lot outside his office. As they exited the vehicle, President Smith said to Plaintiff Smith, "Smitty, you know you really need to watch what the fuck you say." Then he stated, "You're the reason we are failing the company mission." Plaintiff Smith replied, "What are you talking about?" He then added, "Oh, I get it, it's what I told the attorneys right?" Plaintiff Smith then asked Mr. Griebenow, "How come I'm this far in the ditch and you didn't say a word to me boss? Hello, you guys just promoted me to run work from just CHU-TRU to running work for the entire N3B company and gave me a higher position and big bump in pay to do so and now you're telling me that I'm the reason the company is not meeting its mission?" Plaintiff Smith then stated to both President Smith and Mr. Griebenow, "You both are retaliating against me for standing up for the craft and answering the investigation questions honestly. I signed a document stating that I would not be afraid of retaliation." President Smith and Mr. Griebenow then left.

195. Plaintiff Smith for the past year prior had also been contending with Chronic lymphocytic leukemia (CLL), and this fact was known to Defendants through persons including, without limitation, Mr. Griebenow. The stress and anxiety from the parking-lot encounter with President Smith caused Plaintiff Smith's health to deteriorate over the next week, including stomach issues, high blood pressure, loss of sleep, and intense anxiety. On June 11, 2024, Plaintiff Smith took off sick from work and went to his primary care family doctor Mikyung Jo, MD, who in further consideration of his background CLL condition, recommended that he take at least a 30-day leave of absence. The same day, Plaintiff Smith reported to N3B's HR department and told the HR director (Jessica Pasqual) of President Smith and Mr. Griebenow's

confrontation in the parking lot, including his observation that they were retaliating against Plaintiff Smith for answering and complaining truthfully to the attorneys during the investigation. Plaintiff Smith asked the HR Director to file a company complaint about his treatment. Plaintiff Smith also told the HR Director that President Smith would probably try to fire him in retaliation. Plaintiff Smith asked the HR Director if President Smith could do that. The HR Director made no answer. Plaintiff Smith then presented HR a letter seeking short-term leave under the FMLA.

196. On June 13, 2024 (two days after his FMLA request), N3B terminated Plaintiff Smith's employment.

Mr. Caldwell

197. Plaintiff Caldwell's upward chain of upward report was to Ms. Lundgard, then to Mr. Edwards, and then President Smith.

198. Mr. Caldwell loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) six years, for the first four years as a seconded HII employee, and for the last two as a direct N3B employee.

199. But N3B terminated Mr. Caldwell on October 11, 2024, soon after he became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

200. Between May 2024 and October 2024, Mr. Caldwell and others raised to management, including the ENS-PM, Ms. Lundgard, several specific issues regarding the N3B training program that needed resolution to support the Crane and Electrical Safety Programs. Both the Crane and Electrical Safety Programs experienced delays due to N3B continuing to

operate under the Training stop-work recovery process overseen by ENS-PM Lundgard. Documentary evidence of these training delays exists in Mr. Caldwell's N3B email (which Mr. Caldwell in writing on October 20, 2024 asked N3B to preserve for "potential future use," thus alerting N3B to his specific intention to file a claim or litigation on these matters). Mr. Caldwell also made this request for preservation of emails, because despite ENS-PM Lundgard having a role and equal or greater responsibility in ongoing delays to the Crane and Electrical Safety Programs from May through October 2024, Ms. Lundgard instead had (in prior acts, before terminating Mr. Caldwell on October 11, 2024) referred/initiated a disciplinary process against her subordinate, Mr. Caldwell, to scapegoat him for all these matters on which she, in fact, was a bottleneck and impediment. And she did so while already have been advised repeatedly of the nature of the delays, her own role, and the fact that the delays (in the development of the training requirements for the various positions defined in the programs) were beyond any control of Mr. Caldwell.

201. Prior to her scapegoating campaign, ENS-PM Lundgard, as the Training Approval Authority, had informed Mr. Caldwell that the training requirements for the Crane and Electrical Safety programs must be developed under the training redesign process. As the Training program redesign was not codified in updated program documentation, the work was being dictated by the Training Director in parallel with the Crane and Electrical Safety program revisions. At this point Mr. Caldwell met with and informed ENS-PM Lundgard of his concerns that a letter purported to hold him accountable for issuing the Crane and Electrical Safety programs by a specific date, yet the programs needed to undergo a training review and development process that Mr. Caldwell had no direct control over. ENS-PM Lundgard informed Mr. Caldwell that new dates could be negotiated as the scope of the training effort was defined

by the Training Director (at that time, Edward Walden) and Mr. Caldwell. But shortly after, N3B terminated the Training Director under ENS-PM Lundgard, and an acting Training Director was identified.

202. During this period, N3B directed Mr. Caldwell to multiple people within the training organization to help with the development of the training elements of the Crane and Electrical Safety Programs. Through his interactions with Training staff, he received different and inconsistent guidance on the requirements of the redesigned Training Program from various individuals on multiple occasions. Many of these interactions were verbal, but some are documented in his N3B email. The N3B-P781 series Training Program documents should be the resource guiding the development of DOE-O-426.2 compliant training and qualifications; however, only N3B-P781-3 addressing training exceptions had been updated since the *2023 Safety Programmatic Breakdown*. Without those documents in place, N3B was still working under the processes dictated by ENS-PM Lundgard. Lundgard had been ineffectively communicating those (unwritten, unformalized) processes to the training staff, thus herself causing confusion and significant delays to the development of the Crane and Electrical Safety programs, and their associated implementation plans, as the Training organization (managers and individual contributors) had been unable to provide consistent requirements and guidance.

203. Those training delays existed up to the morning of Mr. Caldwell's (October 11, 2024) termination, when he received an email from the acting Training Director informing Mr. Caldwell that he (the acting Training Director) met with ENS-PM Lundgard and came to agreement on what actions they needed to complete to finish drafting the training sections of the Crane and Electrical Safety program. Just before his termination, Mr. Caldwell met with the acting Training Director to further discuss this plan and start developing the required

documentation.

204. The lack of a formally documented Training Program and the ineffective communication of the processes to the Training staff had resulted in delays to the programs that Mr. Caldwell was terminated over. ENS-PM Lundgard was accountable for those Training programs as the Training Approval Authority. The fact that ENS-PM Lundgard, herself, had such responsibility/blame, was also Mr. Caldwell's supervisor, and also initiated a disciplinary/termination proceeding to make Mr. Caldwell take the fall, all presents a business ethics and conflict of interest issue under the CBEC, because again, the continued delays in issuing the programs that led to Mr. Caldwell's termination were directly related to the missing documentation of training requirements which is the responsibility of ENS-PM Lundgard.

205. In addition to the identified Training Program requirement issues, from June 2024 up until the time of Mr. Caldwell's termination, ENS-PM Lundgard had been outwardly showing support to transfer Mr. Caldwell's position to Maintenance, for the Maintenance Manager or Maintenance Director positions. Senior management had indicated Mr. Caldwell would soon transfer to a position titled "Integrated Work Control Program Manager." ENS-PM Lundgard and others used the pretext of this pending transfer as grounds for Mr. Caldwell to delay and shift his focus and efforts from further work on the Crane and Electrical Safety programs. And only after several weeks carrying on this essential ruse did N3B/Lundgard then abruptly change course, terminating Mr. Caldwell, and purporting to do so based on his failure to develop the Crane and Electrical Safety program.

206. As of the date of Mr. Caldwell's termination, N3B/ENS-PM Lundgard still had not developed and codified necessary training recovery or redesign processes into N3B procedures, making the development and implementation of DOE-O-426.2 compliant training

difficult if not impracticable.

207. In addition, Ms. Owen attended the DARB meeting that was initiated for N3B's alleged performance complaints against Mr. Caldwell. During the discussion, Ms. Owen questioned why the Performance Improvement Plan ("PIP") process had not been applied consistently with established policy requirements. Ms. Owen questioned whether the required steps, documentation, timelines, and opportunities for improvement had been appropriately administered prior to moving toward termination. Following Ms. Owen's challenges to the process, the DARB group recognized applicable policies had not been consistently followed. Prior to proceeding with termination, the group decided to inquire with N3B Board Manager Michael Lempke, to ensure he was comfortable with the decision, given Mr. Caldwell's former seconded employee association with HII. Robert Edwards facilitated Brad Smith contacting Michael Lempke. Robert Edwards communicated to Ms. Owen that Brad Smith had a discussion with Michael Lempke, and they were opting to terminate Mr. Caldwell's employment. And the involvement of Smith in the decision to terminate Mr. Caldwell may, itself, present a business ethics and conflict of interest issue under the CBEC, since President Smith, before being named N3B President in June 2023, had been responsible for N3B training, including for much of the time in which the *2023 Safety Programmatic Breakdown* had been declared in the first place.

208. President Smith's direct role in terminating Mr. Caldwell is also notable due to the following. N3B recently completed a campaign to retrieve CMPs excavated from a pit in TA-54, Area G. This campaign was pursuant to the settlement in the *2016 Nuclear Watch Litigation*, discussed above. Nuclear Watch sued the DOE over the waste in long-term storage in Area G, and part of the settlement was that DOE would retrieve these CMPs by a specific date and package them for shipment to WIPP. Failure to do so would result in significant fines

imposed on the DOE. N3B was responsible for this work on DOE's behalf and was under significant pressure to meet the deadline and avoid the penalties. The CMPs were created in TA-21 and stored there for a period of time before being extracted from the earth and shipped to Area G for burial. Sometime around 2020, Mr. Caldwell was reviewing older LANL reports on the CMPs and found a single statement that the CMPs were extracted in two batches and shipped to Area G with a period of time between the two groups. A smaller shipment was made, months or years passed, and the larger main shipment was executed. The second shipment matched the quantity in the pit N3B was tasked with extracting. This was in the back of Mr. Caldwell's mind, and when N3B was preparing for CMP retrieval (in or around August 2023), Mr. Caldwell found the statement and took it to Ms. Lundgard. Mr. Caldwell's concern was that if the settlement was written to retrieve all the CMPs, DOE could be open to liability if the N3B campaign missed the ones from the first shipment, which were buried somewhere else in Area G. Mr. Caldwell also took this information to President Smith. President Smith lost his temper with Mr. Caldwell and made a statement to the effect of "are you trying to put us in jail?!" Mr. Caldwell took this as Mr. Smith discouraging him from surfacing anything that could get N3B in trouble. But initially, Mr. Caldwell's intention was simply to inform President Smith of a found condition so he could discuss with the customer, or at least not be caught unaware if someone else finds the same information. Mr. Caldwell informed Ms. Lundgard of his conversation with President Smith and told her what his response was. Ms. Lundgard expressed relief because she was going to have the same conversation with him and was surprised by the response that Mr. Caldwell got. She stated she was relieved that she did not need to have the same conversation and get same response herself.

209. In addition, because of Ms. Lundgard's role in Mr. Caldwell's termination, the

following is of note. Mr. Caldwell for a time taught a hydraulics class at Northern New Mexico College (NNMC) for the N3B apprentices. N3B asked Mr. Caldwell to teach this class because N3B thought it would be a good class for the apprentices to take, but NNMC did not offer hydraulics. They asked Mr. Caldwell to pull together a class in a few weeks. Mr. Caldwell did this because HII had a strong apprentice program, and Mr. Caldwell was a supporter of these type programs. Mr. Caldwell received a meager compensation for this associate professor position by the college. All the work was independent from his N3B time. But after his CMP encounter with President Smith, in approximately June 2024, Mr. Caldwell was having IT issues with Zoom and asked Ms. Lundgard if he could use the N3B Webex account to teach the students. The class was specifically set up for the N3B apprentices, so Mr. Caldwell did not think this was an unreasonable request. Ms. Lundgard asked if Mr. Caldwell used any other N3B resources for the class, and he disclosed that he used Microsoft Word on the company machines to write the homework assignments. Afterwards, Mr. DeRoma questioned Mr. Caldwell again on the matter, and Mr. Caldwell confirmed that while he had used an N3B computer to write the class assignments, he did not do so on company time. He then heard nothing more on this until President Smith in a mentoring session stated Mr. Caldwell was "almost fired" because of that incident. This puzzled Mr. Caldwell, for the reasons stated above, and especially because he had the previous training director's support in the matter, because Mr. Caldwell was teaching classes for the N3B apprentices, and it was not seen as a conflict. In turn, Mr. Caldwell believes this was an earlier, failed attempt by Ms. Lundgard to set Mr. Caldwell up for termination.

210. Further, of note regarding the subsequent termination of Plaintiff Sanchez: in Mr. Caldwell's effort to have N3B grant an administrative appeal of his termination, he sent a 3:12

p.m. email on December 20, 2024 to Trisha Zamarron (Employee Concerns Program Manager, DOE) ("DOE-ECPM Zamarron"), notifying her that Ms. Sanchez was an available witness to the fact of ENS-PM Lundgard's ineffectiveness and obstruction as to the referenced training programs, and Mr. Caldwell specifically noted Ms. Sanchez among others had "expressed frustration verbally with me that the Training department doesn't know [w]hat Nichole wanted them to do and were frequently being redirected and overruled by her." On January 8, 2025, "DOE-ECPM Zamarron" confirmed receipt of Mr. Caldwell's email and stated she would "review everything" he had provided. On January 29, 2025, DOE-ECPM Zamarron indicated she had been unable to review or follow up on Mr. Caldwell's email due to focusing on the "transition of the new administration." At some point by or in March 2025, DOE-ECPM Zamarron reached out to N3B's counsel on this matter.

211. By committing to DOE to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the *2023 Safety Programmatic Breakdown*, and which even so continued for over a year thereafter to be unresolved in material aspects, as witnessed by, reported by, and then blamed on Mr. Caldwell; by making representations/certifications, including but not limited to its *2023-2024 Contractor Self-Assessments* to DOE of having met its LLCC requirements, including compliance with all law and regulations, while not, in fact, doing so; and by thereby receiving a multi-million dollar PBI in 2024; and by thereby receiving a multi-million dollar two-year extension from DOE under the LLCC in December 2024, N3B engaged in prohibited acts under 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

212. By raising the concern of N3B having committed to DOE but failed to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the *2023 Safety Programmatic Breakdown*; and which even so continued for over a year thereafter to be unresolved in material aspects; and further by reporting and opposing ENS-PM Lundgard's ongoing efforts to block and to avoid disclosure of such deficiencies, including by attempting to scapegoat Mr. Caldwell on the matter; Mr. Caldwell engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

Mr. Majure-Barkley

213. Mr. Majure-Barkley loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) four years.

214. But N3B terminated Mr. Majure-Barkley soon after he became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

215. In January/February 2024, N3B Shipping and Receiving ("S&R") (the department in which N3B employed Mr. Majure-Barkley) was transitioned out of Safeguards and Security oversight to be managed instead by Procurement. Mr. Majure-Barkley's new supervisor was department director Leslie Martinez, S&R ("Ms. Martinez"), he later began reporting directly to Sharon Atencio ("Ms. Atencio") and George Williams (who both had worked primarily from

home during their tenure at the N3B). On September 25, 2024, Mr. Majure-Barkley had a major safety/compliance disagreement with Ms. Atencio. Ms. Martinez tasked S&R to hang signage in the S&R area of CH-TRU (TA-55). In the initial meeting where Ms. Martinez stated this assignment, Mr. Majure-Barkley asked if the S&R team would be communicating an intent to be present on TRU's site. Mr. Majure-Barkley, based on his training and experience, had a reasonable, good-faith belief that otherwise, the S&R team would be circumventing the policy of TA-55 to sign into the site, creating a safety issue. At that initial meeting, Ms. Martinez and S&R management dismissed Mr. Majure-Barkley's question without response or agreement. Mr. Majure-Barkley pressed the question further with Ms. Atencio, but Ms. Atencio simply deferred to Ms. Martinez's direction, again dismissing Mr. Majure-Barkley's question and safety concern without response or agreement. Mr. Majure-Barkley subsequently reached out to the stewards/custodians of the area, expressing the direction that we were given. Ms. Atencio took offense and retaliated against this effort by Mr. Majure-Barkley to get an answer and resolution to his safety concerns. After Ms. Atencio's response rose to an argument and apparent retaliation by Ms. Atencio, Mr. Majure-Barkley took the matter to N3B's Human Resources. There, Mr. Majure-Barkley stated he feared being retaliated against, and he lodged a formal complaint against Ms. Atencio. The same week, N3B placed Mr. Majure-Barkley on paid administrative leave, and on October 31, 2024, N3B terminated his employment.

216. Ms. Owen attended the Disciplinary Review Board ("DARB") that was initiated as to Mr. Majure-Barkley's discipline. During the discussion, Ms. Owen inquired about his reporting relationship to Sharon Atencio, specifically noting that Ms. Atencio did not hold an official supervisor or manager job title. Ms. Owen asked the group whether it may have placed Ms. Atencio in a difficult position by not formally assigning her a title that reinforced her

standing and authority within the organization. The group was unable to provide a clear answer to that question. Following extensive discussion, the DARB was unable to reach full consensus regarding the original matter for which N3B had brought Mr. Majure-Barkley to the DARB. As a result, the DARB group, specifically Robert Edwards, directed Leslie Martinez, Procurement Director, to assess Mr. Majure-Barkley's timecards and return to the DARB with her findings for further discussion. The DARB did not bring Ms. Owen back into any follow-up discussion on Ms. Martinez's assessment or findings. But Ms. Owen later learned Mr. Majure-Barkley had been terminated for timecard fraud. Both Ms. Owen and Mr. Majure-Barkley reasonably viewed this process and outcome as showing N3B was searching for alternatives to terminate, because they could not substantiate the original matter for which N3B brought him to DARB.

217. By committing to DOE to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to control access and protocols for access to the S&R area of CH-TRU (TA-55), to maintain SCWE and avoid violations of OSHA; by making representations/certifications, including but not limited to its *2023-2024 Contractor Self-Assessments* to DOE of having met its LLCC requirements, including compliance with all law and regulations, while not, in fact, doing so; and by thereby receiving a multi-million dollar PIB in 2024; and by thereby receiving a multi-million dollar two-year extension from DOE under the LLCC in December 2024, N3B engaged in prohibited acts under 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

218. By raising the concern of N3B having committed to DOE to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to control access and protocols for access to the S&R area of CH-TRU (TA-55), to maintain SCWE and avoid violations of OSHA, while not, in fact, doing so, Mr. Majure-Barkley engaged in

lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

Mr. Dixon

219. Mr. Dixon's initial chain of upward report was to Mr. Henderson, then to Plaintiff Smith, then to Bret Griebenow, followed by Brian Clayman, and then President Smith.

220. Mr. Dixon loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) almost eight years.

221. But N3B demoted and then terminated Mr. Dixon soon after he became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

222. As noted above, Mr. Dixon shared and joined in the various complaints discussed with respect to Mr. Henderson (who complained to DOE-OIG in March 2024, referencing Mr. Dixon as a co-complainant) and Plaintiff Smith (who shared Mr. Henderson's and Mr. Dixon's concerns in March 2024), prior to their terminations on June 13, 2024.

223. While Mr. Dixon avoided termination at that time, he also experienced fairly immediate retaliation and harsh communications from Ms. Lundgard, including but not limited to an unusually and disproportionately angry email Ms. Lundgard sent Mr. Dixon in April 2024. And after that, Mr. Dixon was denied raises and promotions.

224. For a time after N3B terminated Mr. Henderson and Plaintiff Smith, their vacated positions were a revolving door, essentially leaving Mr. Dixon, alone, to try to carry on their approach of staying true to and by policy. The more Mr. Dixon did so, the more N3B began squeezing him out. Over the next several months, N3B began excluding Mr. Dixon from

regular, essential work meetings regarding the company's plan, hires, and TA-21.

225. In addition, his problems escalated after N3B brought in replacement supervisors for Mr. Henderson and Plaintiff Smith.

226. By October 2024, Mr. Dixon was reporting to Henry Bolen ("Mr. Bolen") and Steven Baca ("Mr. Baca").

227. At this point, N3B was suddenly involving its Human Resources staff, Dave Murray ("Mr. Murray"), both in Mr. Dixon's meetings and in the meetings Mr. Dixon previously had been attending, but from which he was now excluded.

228. Mr. Bolen and Mr. Baca seemed to have been tasked with squeezing out 1Mr. Dixon. Despite Mr. Dixon's years of experience, Mr. Bolen and Mr. Baca both had an attitude and style that suggested only they were allowed to talk, and his only role was to listen.

229. For one particularly dangerous example, around December 2024, Mr. Bolen and Mr. Baca wanted to put Drum Grabbers (in Building 2) back in service (after 6 weeks out) near Building 11, around Dome 375. The Grabbers were expired. Mr. Dixon strongly objected and opposed the attempt. Mr. Dixon noted the Drum Grabbers had not been serviced, had not been in service, and there were not standardized policies in place to address or permit the use. Mr. Dixon referenced and opposed the risks to the environment and the workers, insisting that they should not proceed without tests. Though Mr. Bolen and Mr. Baca avoided further discussion on the matter at that time, Mr. Dixon understands engineering and other specialists later confirmed he was right: the Grabbers could not be used. But N3B still thereafter retaliated.

230. In January 2025, Mr. Dixon applied to be lead supervisor in Area 54. Mr. Bolen and Mr. Baca pulled him into the office and said Mr. Dixon did not have enough experience even to make an interview.

231. When Mr. Dixon tried to complain on these and other matters to HR/Murray, Murray simply brushed off Mr. Dixon. Eventually, Mr. Dixon reasonably believed internal complaints were futile, and the HR department had become essentially a "catch and kill" operation.

232. In February 2025, Mr. Dixon continued finding and objecting to a broad lack of standardized training, policies, and procedures. He was going through PM/work packages and still noting the work could not be done because the packages were not written correctly for then-current N3B operations. Mr. Dixon continued noting they needed IWD's aligned with the current facility and assignment.

233. By challenging the ongoing failures of Ms. Lundgard and Mr. Harrison, by supporting Mr. Henderson in his DOE-OIG reports outside of Mr. Henderson's chain of command on the same issues, and by continuing to stand on policy, advocate for compliance, and resist Defendants' efforts to avoid these obligations and to silence reporting voices (such as by retaliatorily terminating Mr. Dixon's first- and second-line supervisors, Mr. Henderson and Smith, in June 2024), Mr. Dixon engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

234. By thus documenting and reporting, Mr. Dixon implicated N3B having committed to DOE but failed to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the *2023 Safety Programmatic Breakdown*; and which even so continued for over a year thereafter to be unresolved in material

aspects; and thereby, Mr. Dixon engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

235. Within weeks of these ongoing complaints, Mr. Baca called Mr. Dixon and stated that if he reported to work the next day, N3B was going to fire him. Seeing no alternative, Mr. Dixon thus resigned on March 1, 2025 under this direct, immediate threat of termination.

Mr. Martinez

236. As noted above, Mr. Martinez loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) seven years, first as an RCT4 and later as an RCT5, the highest level of RCT.

237. As an N3B RCT4, Mr. Martinez provided direct support to field implementation of LANL's Radiation Protection Program through the execution of radiological job coverage, workplace surveys, and documentation of radiological data. In addition, he assisted and mentored less experienced RCTs in the execution of radiation monitoring, contamination control, emergency response, and the implementation of radiation work permits and other work documents.

238. As an N3B RCT5, in addition to RCT4 responsibilities, Mr. Martinez served as a primary Radiation Protection point of contact for assisting in job planning, coordinating resources, and resolving issues for radiological work activities. He also provided technical leadership of less experienced RCTs, ensuring compliance with radiological procedures.

239. N3B employed RCT4 and RCT5 staff to comply with the LLCC and DOE's corresponding Contractor Requirements Document ("CRD") Document DOE O 458.1 ("Radiation Protection of the Public and the Environment").

240. But N3B terminated Mr. Martinez soon after he raised ESH concerns N3B was not addressing.

241. Many of the issues Mr. Martinez raised implicate DOE SCWE requirements.

242. DOE requires its contractors to maintain a Safety Conscious Work Environment under Order 442.1B, and these standards are reinforced by 10 C.F.R. Parts 708 and 851.

243. A core concept of DOE's training for SCWE compliance is that a federal contractor should maintain "a work environment in which employees feel free to raise safety concerns to management (or a regulator) without fear of retaliation." 61 FR 24336.

244. As a federal contractor, N3B must comply with these standards, can face penalties (fines, lost award fees, adverse performance ratings) for noncompliance, and has been scrutinized for past failures such as the September 8, 2022 heat stress incident.

245. N3B continues systemic deficiencies despite claiming progress in 2023.

246. The June 2025 Dome 229 contamination incident, discussed below (*see* discussion *infra*, para. 221) illustrates that.

247. With respect to several matters including but not limited to the June 2025 Dome 229 incident, N3B sought to silence Mr. Martinez when he pressed for compliance or called a roundtable discussion for safety purposes.

248. As expounded herein, N3B had a broad pattern and practice of retaliating against employees who raised concerns.

249. And given the ongoing federal oversight arising from the September 8, 2022 heat stress incident, N3B was aware Mr. Martinez's compliance-insistence and concerns, if allowed to surface, could subject it to further and increased SCWE penalties.

250. In approximately April 2025, DOE and/or N3B established a new procedure

requiring RCTs to fill out Form 6444 for any free release of items from Area G. A meeting occurred in Building 247 among Mr. Martinez, James O' Connor (RCT), Jose Griego (RCT), Josh Sandoval (RCT), Rafael Martinez (RCT), Edward J. Martinez (Supervisor) ("Edward J."),[27] Estrella Lopez (Supervisor), Bryan Halamicek (Supervisor), and Brad Nelson (N3B Health Physicist) ("Nelson") to discuss the new procedure and compliance. The procedure required the RCTs to fill out Form 6444 in all such cases, where previously Form 6444 was only completed for certain such cases. During the meeting Edward J. and Nelson suggested the RCTs should not have the Forms 6444 signed. However, Mr. Martinez pushed back on this suggestion, stating it was not an option, and stating the group needed to follow the new procedure to the letter.

251. Nominally committing to Form 6444 procedures while attempting to avoid such procedures would amount to N3B engaging in prohibited acts under 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

252. On or about May 13, 2025, Mr. Martinez raised an issue of the secondary containment in Building 412. The Tent used as a secondary containment was very old, several years expired, and needed to be replaced. N3B had been talking about replacing the Tent for at least a year but still had not done so. N3B Management said they had a commitment to DOE to replace it within a few months but still did not replace it. Mr. Martinez raised this as a safety concern because of the Tent's expiration date.

253. By committing to DOE to render services and apply materials to replace the Building 412 Tent while not, in fact, doing so, N3B engaged in prohibited acts under 31 U.S.C. §

[27] Plaintiff Edward Martinez was supervised at N3B by an individual named "Edward J. Martinez." To avoid confusion, this Complaint refers to that supervisor as "Edward J," while referring to Plaintiff Edward Martinez as "Plaintiff Martinez" or "Mr. Martinez."

3729(a)(1)(A), (B), and/or (D).

254. By raising the concern of N3B having committed to DOE to replace the Building 412 Tent while not, in fact, doing so, Mr. Martinez engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

255. By raising the concern of N3B committing to DOE to replace the Building 412 Tent while not, in fact, doing so, Mr. Martinez engaged in lawful acts protected against reprisal by SCWE, Occupational Safety and Health Act of 1970 ("OSHA"), 28 U. S. C. § 651 *et seq.*, and/or New Mexico Occupational Health and Safety Act, NMSA 1978, §§ 50-9-1 to -25 (Repl. Pamp. 1988 & Cum. Supp. 1992) ("NMOSHA") standards. *See, e.g.*, 10 CFR 851.20(b)(7), (8), and (9) (protecting DOE contractor employees from "reprisal" for expressing concerns related to worker safety and health, declining to perform an assigned task because of imminent risk of serious physical harm, or stopping work over employee exposures to imminently dangerous conditions); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

256. On or around May 13, 2025, Mr. Martinez also called a "pause work" on operations in Dome 231 because integrity was questionable when water leaked into secondary containment (a PermaCon). The issue was tape coming off the ceiling and needing replacement. Mr. Martinez had brought the concern to management (in an HR discussion) months earlier, but N3B still had not addressed it. When water leaked in May, Mr. Martinez called a pause work until the issue could get resolved. Mr. Martinez's concern was that if there were a radiological airborne incident, the workers outside were unprotected. N3B ran a smoke test to make sure ventilation was adequate. It was not a desirable resolution but was adequate.

257. By calling for a pause work on operations in Dome 231, Mr. Martinez engaged in

lawful acts protected against reprisal by SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

258. When contamination was first detected on waste containers in Dome 153 (April to May 2025), N3B called Mr. Martinez to provide support for tape removal. Mr. Martinez questioned Edward J. on why N3B did not have air monitoring or post the items as a Contamination Area.

259. By noting and questioning his N3B supervisor, Edward J., on the lack of air monitoring and/or posting of Dome 153 as a Contamination Area, Mr. Martinez engaged in lawful acts protected against reprisal by SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

260. Around April and May 2025, a smoke test was done in the secondary containment in Dome 231 to determine if operations can be performed with the roll up door open. It was decided that the roll up door needs to stay closed to maintain a negative airflow environment in Cell #2, and because continuous air monitors were taken offline in Cell #1. The roll up door got stuck in the up position weeks after and operations continued with no air monitoring in Cell #1. Mr. Martinez raised this as a safety concern, but the problem never got fixed. Operations continue there, opening waste containers with high levels of contamination, without investing funds to have a safe working facility. And upon information and belief, the roll up door remains broken and unrepaired to this day.

261. By noting and questioning inoperability of the roll up door, the lack of ventilation, the lack of air monitoring, and the lack of a safe working facility in Dome 231, Mr. Martinez engaged in lawful acts protected against reprisal by SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

262. On June 5, 2025, a spread of contamination occurred in Dome 229. RCTs detected contamination on the *exterior* of Standard Waste Boxes ("SWBs"), which are intended to hold and safely contain the cut remains of Corrugated Metal Pipes ("CMPs") in which LANL poured liquid TRU waste, mixed with Portland cement, in the 1970's. Despite the spread, Brandon Fryer (Manager, "Fryer"), Edward J. (Supervisor), and Mr. Nelson (Health Physicist) instructed Julia Naranjo (RCT, "Naranjo") to enter the posted Contamination Area with no Personal Protective Equipment ("PPE"). Mr. Martinez voiced concern to Edward J. that this was against procedure. Mr. Martinez told Edward J. that the group needed to sit down and discuss what happened.

263. By noting and questioning his N3B supervisor, Edward J., on the lack of PPE for entering Dome 229 (a posted Contamination Area) and further calling for a roundtable discussion on the matter, Mr. Martinez engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

264. Also on June 5, 2025, Mr. Martinez questioned Edward J. about needing to sign a Radiological Work Permit to enter Dome 229 before conducting investigational surveys for contamination. Edward J. advised Mr. Martinez there was no need to sign the permit. Edward J. said it was covered under procedures, though Mr. Martinez discovered this was false. Edward J. instructed Naranjo and Mr. Martinez to enter a Contamination Area without signing the proper documents.

265. By noting and questioning his N3B supervisor, Edward J., on the lack of permit-signing in Dome 229, Mr. Martinez engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. §

660(c); and NMOSHA, NMSA § 50-9-25.

266. On June 5, 2025, before entering Dome 229, Mr. Martinez asked Edward J. if he should perform a light decontamination on the rim of the SWB if needed, and Edward J. replied no, because the facility was not set up for "deconning." However, later that day, Edward J. instructed Donavan Salazar to go "decon" containers, contradicting his prior statement.

267. By noting and questioning his N3B supervisor, Edward J., on the need for decontaminating waste containers in Dome 229, Mr. Martinez engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

268. On June 9, 2025, Mr. Martinez called Fryer and requested a roundtable discussion with management, to include David Wirkus (Program Director, "Wirkus"), Nelson, and Naranjo.

269. By calling for Fryer, Wirkus, Nelson, and Naranjo to engage in a roundtable discussion regarding prior safety events, Mr. Martinez engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

270. By the above measures including challenging the ongoing failures of Defendants to implement ESH precautions Defendants had committed to DOE, to incur expenditures and install and replace equipment Defendants had represented to DOE would be and were being installed and replaced, Mr. Martinez engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9); OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

271. By thus documenting, reporting, and opposing against increasing risks and threats of retaliation, Mr. Martinez implicated N3B having committed to DOE but failed to meet

obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the *2023 Safety Programmatic Breakdown*; and which even so continued for over a year thereafter to be unresolved in material aspects; and thereby, Mr. Martinez engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

272. The roundtable meeting Mr. Martinez requested on June 9, 2025 never took place because N3B preemptively placed Mr. Martinez on administrative leave with pay on June 16, 2025 for purported "failure to perform job duties."

273. N3B falsely accused Mr. Martinez of not surveying Nelson out of an area. In truth, another technician who was assisting Mr. Martinez, Chris Diaz (RCT, "Diaz"), did survey out Nelsen at the time and from the area in question. At that time, there were 8 or 9 total individuals exiting, and Mr. Martinez did perform his job duties by surveying out those individuals, while Diaz did the same with Nelson. Further, Mr. Martinez had Diaz survey out Nelsen to defuse tensions initiated by Nelson. Nelsen earlier that day had made negative remarks about Mr. Martinez, stating he (Nelson) "does not deal with stupidity" in response to Mr. Martinez seeking clarification on an unclear memorandum Nelsen wrote on process for surveying waste containers. Nelsen made that comment in front of Diaz, Donavan Salazar (RCT), Daniel Padilla (RCT), Jose Griego (RCT), and Estrella Lopez (Supervisor). Having in the meanwhile become aware of Nelsen's aspersions, Mr. Martinez asked Diaz to survey Nelson out for the purpose of de-escalating and avoiding conflict.

274. On July 24, 2025, N3B purported to terminate Mr. Martinez simply as being "at-will."

275. However, Brian Summers (HR, "Summers") separately advised Mr. Martinez the cause was a purported incident on May 13, 2025 of Mr. Martinez not signing a shift order before entering the area.

276. Further, in truth, N3B never documented or clarified this supposed issue with Mr. Martinez.

277. N3B never gave Mr. Martinez an opportunity to understand and explain any particulars of the supposed incident.

278. Mr. Martinez disputes that the supposed May 13, 2025 occurred, or that he on any occasion entered an area except properly and/or as specifically directed or confirmed by supervisors such as Edward J.

279. N3B did not require RCTs to sign all shift orders on all occasions.

280. Without N3B specifying the job assignment and shift order in question, it would be impossible for either N3B or Mr. Martinez to assess whether he was assigned to those job duties that day.

281. Regardless, the supposed concern with whether Mr. Martinez, alone, signed a shift order for a particular area on a particular day appears targeted, rather than part of a general audit, given that others are known both have not been required and to fail to sign orders at times, and yet no others appear to have been terminated over this concern.

282. This sequence with Mr. Martinez, unfortunately, fits a pattern within N3B Human Resources, which has a reputation of lacking competence and integrity. Individuals conducting employee investigations have neither formal training nor prior experience conducting formal

investigations. Investigations and findings rest on unsubstantiated and doubtful allegations. A disproportionate amount result in termination for cause or forced resignation in lieu of termination. And this appears to be a designed practice to address budgetary shortfalls. Furthermore, N3B HR fails to consistently apply its own policies and procedures. And the N3B AEO and President are aware and have recognized HR has demonstrated unethical behavior.

Ms. Bowlby

283. Ms. Bowlby has a 37-year, distinguished career, working for federal contractors to DOE-EM, DOE-NNSA, DOE-Office of Civilian Radioactive Waste Management (OCRWM), and the Department of the Navy. In her career, she had no written performance warnings, corrective actions, or Performance Improvement Plans. To the contrary, she received annual salary increases, bonuses, and multiple performance awards, including while at N3B. N3B trusted her with completing all Aggregate Area milestones set forth in the 2005 and 2016 Consent Order, followed by all RCRA Remediation milestones upon promotion to RCRA Remediation Director, which included all Aggregate Area and all Material Disposal Area milestones. N3B also provided Ms. Bowlby with a Retention Bonus to ensure she would remain with N3B during critical Consent Order milestone completions.

284. N3B also trusted Ms. Bowlby with the implementation and completion of Section 4 of the March 17, 2022, Nuclear Watch New Mexico Settlement Agreement (Settlement Agreement) with the U.S. Department of Energy, despite: (A) being excluded from the selection of the 290 SWMUs and AOCs identified in Attachment A of the Settlement Agreement, (B) the Office of the President's decision to prioritize RCTs and training to another N3B program (CH-TRU), (C) the Office of the President and ER Director de-scoping 187 of the 290 Settlement Agreement, Attachment A SWMUs and AOCs from N3B's contract with DOE prior to the

March 17, 2022, Settlement Agreement signing, causing an approximate 9 month delay in field starts while these sites underwent the Contract Change Process to add them back to the N3B contract with DOE, (D) change of conditions in regulatory compliance and approval for National Park Service site access and controls at numerous Attachment A SWMUs and AOCs, (E) increased LANL firing site activities requiring extended work day and weekend work of RCRA Remediation team and its subcontractors, and (F) N3B Regulatory Compliance Team's failure to prepare TSCA Self-Implementing Plans and obtain EPA Region 6 approvals for SWMUs and AOCs requiring polychlorinated biphenyls (PCBs) site cleanups, despite Ms. Bowlby's numerous requests to the Regulatory Compliance Director/ESH&Q Program Manager, Robert Edwards, the ER Director (Troy Thomson), the ER Deputy Director (Vince Rodriguez), and a meeting with N3B Office of Human Resource Director (Jessica Pascual), with Cara Bongirno present, for either N3B's Regulatory Compliance Team to do their job or for N3B to provide other trained personnel to do these. N3B failed to do either, which required the RCRA Remediation Team to prepare these and submit for EPA approvals in their stead.

285. Ms. Bowlby loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) for over seven years, initially invited to serve as part of the contract transition team in April 2018, and then hired by N3B as Aggregate Area project manager in July 2018, promoted to Aggregate Area Program Lead/Supervisor in 2021, and then promoted to RCRA Remediation Director in 2022. In this capacity, since hired by N3B in July 2018, she led the only N3B teams to complete every applicable milestone set forth under the Consent Order every year, met every assigned Performance Base Incentive every year; completed the roof repair at the Technical Area 21 Building 257, a Hazard Category III nuclear facility whose roof repair effort had languished with

another team for over 6 years under N3B; complete the site characterization, remediation and reporting for the Middle DP Road project, which DOE had requested be completed months earlier than initially planned; and, completed Section 4 of the NucWatch Settlement Agreement by the mandated October 1, 2025 due date, thereby completing an unprecedented number of SWMUs and AOCs since LANL's inception.

286. But N3B terminated Ms. Bowlby soon after she became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

287. Plaintiffs herein note unethical and damaging circumstances regarding Ms. Bowlby's (as stated, N3B's former RCRA Remediation Director) as part of Defendants' pattern and practice of scapegoating and retaliating, similar to Defendants' handling of other Plaintiffs, and as relevant to punitive damages and corporate veil-piercing.

288. DOE EM directed N3B via formal contract change to cleanup the Twomile PCB site to a much lower standard of 1 ppm. The cleanup for this site was neither a Consent Order milestone nor a Performance Base Incentive. The cleanup was being conducted concurrently with Aptim contract with DOE EM to Decontaminate and Decontaminate the Ion Beam facility, which was collocated with the PCB cleanup site. The schedule was driven by N3B completing and demobilizing from the PCB cleanup site before Aptim had completed the rest of the D&D effort and needed to access that overlapping portion of the Ion Beam Facility to the former parking lot (PCB cleanup site). Aptim was initially scheduled to reach the PCB cleanup site area in September, which was later changed to January 2026 when Beryllium and other, unanticipated hazardous constituents were discovered by Aptim during the decontamination effort. The

Director of ER, Troy Thomson, with concurrence by the Office of the President, directed Ms. Bowlby and the N3B Project Manager for the Twomile PCB site to "slow roll" mobilization to this site, citing his intent to talk DOE Cheryl Rodriguez into pausing the cleanup until after Aptim's Ion Bean Decontamination and Decommissioning Project was completed, which would facilitate Ms. Rodriguez agreeing to have Aptim land scrape the former parking lot where the Twomile site was located, thereby saving DOE money during a lean budget year. The Twomile site mobilization was delayed approximately 2.5 months pending this approach outcome, which was denied by Ms. Rodriguez. Robert Edwards was also made aware of this N3B -directed delay during the March 2025 internal meetings with the N3B Contracting Officer, Vince Rodriquez, the Director of Regulatory Compliance, Ms. Bowlby, and other RCRA Remediation representatives when reviewing N3B's request for additional samples and requisite dollars, again citing that PCB contamination extent had not yet been achieved and additional sampling was necessary. The Twomile PCB cleanup team was finally allowed by Vince Rodriquez on behalf of Troy Thomson (absent) in February 2025, approximately 2.5 months behind the original schedule.

289. Site sampling and analyses continued to define the vertical and horizontal extent to this very low (1 ppm) PCB cleanup standard. Throughout the Twomile PCB cleanup effort, Ms. Bowlby asserted numerous times to her supervisor, Mr. Rodriquez, that ER sites are data driven, which he appeared to concur. The RCRA Remediation team and its subcontractors also implemented reduced sample analysis turn around times (TATs) from 21-28 days to 7 day TATs, and expanded sample location step outs to the edge of the Jemez Salamander habitat buffer, which was a boundary limit assumption in the CCP for part of the horizontal extent characterization area. This was an aggressive approach to try to make up for the 2.5-month

schedule loss. Despite these acceleration efforts, ER is always data driven and full horizontal and vertical extent was still unrealized, requiring additional sampling and consequently more time in the field. The status of the Twomile PCB site characterization effort was updated and presented weekly during the ER Monday meetings described earlier, and during the T8 weekly meetings with the Office of the President.

290. After contamination extent is verified via the sample data, the EPA requires a TSCA Self-Implementing checklist to be prepared and submitted for EPA approval. As discussed previously, the N3B Regulatory Compliance team failed to initiate preparation of this document so the RCRA Remediation Technical Team prepared as much of the content as practicable, leaving placeholders for data tables, figures, and recommended remediation. For reference, the TSCA Self-Implementing checklist is approximately 100 pages in length. Preparing this checklist early, with placeholders, enabled the RCRA Remediation team, with significant accelerated effort from the N3B PUBs department, to deliver to DOE for signature and submission to the EPA for approval within 2 days of data receipt. Cleanup of a PCB site cannot occur without EPA approval to proceed.

291. On April 4, 2025, a letter from the N3B contracting officer to the DOE contracting officer was prepared, signed by Vince Rodriguez and the Office of the President, and subsequently delivered to DOE, titled “Deliverable Approval: Notification Change Additional Sampling 108-CCP PCB Cleanup, the anticipated cleanup date was changed from August 2025 to September 2025, as vertical and horizontal extent of PCB contamination was still not fully defined and sampling was still occurring.

292. On April 4, 2025, a letter from the N3B contracting officer to the DOE contracting officer was prepared, signed by Vince Rodriguez and the Office of the President, and

subsequently delivered to DOE, titled "Deliverable Approval: Notification Change Additional Sampling 108-CCP PCB Cleanup, the anticipated cleanup date was changed from August 2025 to September 2025, as vertical and horizontal extent of PCB contamination was still not fully defined and sampling was still occurring.

293. On April 30, 2025, Brad Smith, Robert Edwards, and the Director of OPS visited the Twomile PCB cleanup site while the RCRA Remediation team and its subcontractor were collecting another round of samples to bound extent of PCB contamination.

294. To underscore RCRA Remediation's and Ms. Bowlby's commitment to data integrity, she requested the Director of the Sample Management Office to conduct formal data validation of the data collected thus far that demonstrated horizontal and vertical extent of PCB contamination in soil had been achieved in the locations she and the RCRA Remediation team believed met the 1 ppm standard.

295. On May 12, 2025, a meeting was held with the N3B Contracting Officer, Ms. Bowlby, Vince Rodriquez, and representatives from the RCRA Remediation Team to discuss status of the PCB extent sampling, which was still in process.

296. On May 29, 2025, the Twomile PCB site project manager sent the latest cleanup schedule to APTIM and all on the weekly Aptim Ion Beam and N3B Twomile PCB cleanup meeting, of which Vince Rodriquez is a participant. The schedule included placeholders for EPA approval to initiate remediation, which was well beyond August 31st.

297. On June 2, 2025, during the ER weekly meeting with DOE, and N3B ER Deputy Director (Vince Rodriguez), the N3B ER Directors including but not limited to the Director of OPS, the Director of the Sample Management Office, and transcribed in the meeting minutes by N3B admin, Ms. Bowlby reported that she and her team were feeling data pressure regarding the

Twomile PCB site characterization and cleanup effort by an August 31st date unsupported and unattainable by the data collected at that point. Ms. Bowlby then shared the October 26, 2018 Press Release regarding the "United States Joins Lawsuits Against Tetra Tech EC Inc. Alleging False Claims in Connection with Shipyard Cleanup," whereby two Tetra Tech employees served criminal and civil penalties for falsifying soil data.

298. Brad Smith, President of N3B. told the EMLA Field Office Manager, Jessica Kunkle, that one of the PCB-contaminated sites at the Twomile Camyupn Aggregate Area would be remediated by August 31st. He said that without verifying N3B had found all of the PCB contamination. The EMLA field office manager then told DOE HQ, based on Brad Smith's assertion, that the PCB site would be cleaned up, restored, waste removed and the RCRA Remediation Team and its subcontractor demobilized off of the site by August 31, 2025.

299. On May 12, 2025, a meeting was held with the N3B Contracting Officer, Ms. Bowlby, Vince Rodriquez, and representatives from the RCRA Remediation Team to discuss status of the PCB extent sampling, which was still in process.

300. On May 29, 2025, the Twomile PCB site project manager sent the latest cleanup schedule to APTIM and all on the weekly Aptim Ion Beam and N3B Twomile PCB cleanup meeting, of which Vince Rodriquez is a participant. The schedule included placeholders for EPA approval to initiate remediation, which was well beyond August 31st.

301. On June 4, 2025, Ms. Bowlby was called into the Office of the President to discuss the Twomile PCB cleanup site schedule status. Vince Rodriquez was out on vacation. The latest schedule was prepared by the RCRA Remediation Team and Ms. Bowlby presented it. Those in attendance included but were not limited to DOE, Brad Smith, Director of OPS, Director of Regulatory Compliance, Robert Edwards and other members of the Office of the

President. After Ms. Bowlby presented the status schedule, Brad Smith demanded to know why Ms. Bowlby would not be able to complete the Twomile PCB site cleanup and demobilize from the site by August 31, 2025. Mr. Smith stated someone in the field during his April 30th site visit. He could not recall who had told him that, and neither the Director of OPS or Robert Edwards had heard that date claim when Mr. Smith directly asked them. Ms. Bowlby reiterated the schedule and what had occurred prior that impacted the schedule. Mr. Smith angrily responded that the current schedule was unacceptable, and then shared the schedule with Jessica Kunkle, the DOE Field Office Manager, who had been told by Brad Smith previously that N3B would have the cleanup completed and the team demobilized by August 31, 2025.

302. On June 10, 2025, Vince Rodriguez participated in the weekly Ion Beam/PCB Twomile PCB cleanup meeting where schedule was again discussed.

303. On August 4, 2025, a meeting was held with Regulatory Compliance, RCRA Remediation, and statused to Vince Rodriquez to address the EPA comments received on the TSCA Self-Implementing Checklist. Site cleanup cannot start until EPA's comments are addressed to their satisfaction and EPA approves the checklist.

304. On August 25, 2025, Ms. Bowlby was called into N3B's Office of Human Resources at which time Vince Rodriguez, who was promoted from ER Deputy Director to the ER Director, told her New Mexico was an "at will" employment state and that she was being terminated, effective immediately. When Ms. Bowlby asked why she was being terminated, Mr. Rodriquez again stated New Mexico was an "at will" state of employment and refused to provide further reason or justification.

305. By committing to DOE to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including RCRA and EPA requirements, and

including to conduct and document environmental contamination cleanup/remediation on particular time schedules and protocols to validate, and to characterize or recharacterize the Twomile PCB site to a much lower standard of 1 ppm based only on truthful, data-driven criteria; by making representations/certifications, including but not limited to its *2023-2025 Contractor Self-Assessments* to DOE of having met its LLCC requirements, including compliance with all law and regulations, while not, in fact, doing so; and by thereby receiving multi-million dollar Award Fees in 2024 and 2025; N3B engaged in prohibited acts under 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

306. By raising the concern of N3B having committed to DOE to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including RCRA and EPA requirements, and including to conduct and document environmental contamination cleanup/remediation on particular time schedules and protocols to validate, and to characterize or recharacterize the Twomile PCB site to a much lower standard of 1 ppm based only on truthful, data-driven criteria, while not, in fact, doing so, Ms. Bowlby engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which she was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

Ms. Owen

307. Ms. Owen has a 32-year, distinguished career, working for federal contractors to NNSA, LANL, and DOE. She had 25 years at LANL and senior/executive roles at N3B (HR Director, Chief of Staff, Deputy Program Manager). In her career, she had no written performance warnings, corrective actions, or Performance Improvement Plans. To the contrary, she received yearly bonuses, and employers, including N3B, trusted her with high-level leadership assignments, affirming her performance.

308. Ms. Owen loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) for over seven years, starting as HR Manager on May 11, 2018, and then promoting to HR Director on September 16, 2019, and Chief of Staff on September 21, 2021, remaining in the position until February 17, 2025. But again, N3B began reacting negatively toward Ms. Owen as she continually raised compliance concerns N3B was not addressing. And this culminated in N3B's termination of her employment.

309. As an illustration of the above reference to HII/HIIN and/or BWXT/BTSG dominating/controlling supposed N3B employees through "affiliated" agreements, Ms. Owen was placed into an "affiliated" agreement with BWXT for a period during her role as N3B HR Manager (between May 11, 2018 and September 16, 2019). As a result of that affiliation agreement, Ms. Owen attended a quarterly BWXT-affiliated LLCC employees meeting, hosted and led by Ms. Dukes. In addition, Ms. Owen during this time received a BWXT-paid bonus. However, when Ms. Owen came under consideration and selection for the N3B Human Resources Director position, HII/HIIN supervisors refused to allow Ms. Owen to have the position unless or until Ms. Owen terminated her BWXT affiliation.

310. The push and pull between HII and BWXT over Ms. Owen in this instance, alone, illustrates the unusual and undue influence each of the parent companies had over N3B's day to day operations and top level management (both by formal, disclosed employment relationships and by hazy, less visible agreements), as well as their ability directly to dictate hiring, promotion, demotion, and termination decisions with N3B.

311. For a period dating back to 2018, N3B involved Ms. Owen (in her time as Acting HR Director) in aspects of its "seconding" arrangements with HII employees and "reachback"

arrangements with BWXT employees. From the outset, N3B purported to charge its HR staff with preparing seconding agreements and verifying and documenting whether pricing of seconded employees cost more than if N3B were to hire directly. But neither N3B nor any other Defendants either initially or thereafter with any reasonable promptness provided HR the necessary cost breakdowns for such comparison and documentation.

312. In January 2020, this issue heightened, and Ms. Owen first began perceiving a culture of non-compliance. Ms. Owen raised concerns to N3B General Counsel Dana Lindsay ("Lindsay"), N3B Prime Contracts Manager Nagel, N3B President Glenn Morgan ("Morgan"), N3B Executive Officer Legare, CFO Mary Erwin ("Erwin"), and HII CFO Helpinstill, about wrongful billing of HII seconded employees, which posed potential FCA violations.

313. In January 2020, Mr. Michael Helpinstill, HII Chief Financial Officer, contacted Ms. Owen via telephone to express dissatisfaction regarding unallowable costs related to N3B's seconded employees. Mr. Helpinstill insisted that HII needed to recover additional costs above the approved thresholds. Ms. Owen advised Mr. Helpinstill that DOE had established salary reimbursement limits via Form 3220. She explicitly stated that recovery of costs exceeding the approved caps was prohibited by DOE and would remain "unallowable." Mr. Helpinstill rejected this guidance, expressed open disagreement with the DOE caps, and subsequently emailed Ms. Owen specific verbiage with instructions to re-complete DOE Form 3220 for all key personnel to ensure full salary reimbursement, despite the known regulatory limits.

314. In an effort to find a compliant solution, Ms. Owen formally recommended to Michael Helpinstill that the N3B petition the DOE for a one-time adjustment based on market data. However, Environmental Management Consolidated Business Center (EM-CBC) HR representatives (Peggy Dougherty and Darleen Gill) had already issued numerous clear

communications in response to inquiries from HII through the BWXT/N3B HR Director; they stated unequivocally that the government was not interested in revising seconded salaries to reduce unallowable costs, as N3B was bounded by the financial terms of their original contract proposal ("they bid what they bid").

315. Despite this clear refusal from the government, the N3B President and General Manager, Glenn Morgan instructed Ms. Owen to coordinate with Melody Doleman, HII HR Director to prepare the formal request anyway.

316. Ms. Owen and Jeri Taylor, N3B Compensation Manager subsequently met with the Vice President and Chief Financial Officer, Mary Erwin to verify the DOE-mandated salary caps were integrated into the Costpoint accounting system to prevent overbilling. Ms. Erwin confirmed that the Costpoint system lacked the necessary controls to enforce these caps, stating the system "does not allow for it." Ms. Erwin further disclosed that the Company utilizes "creative accounting" to manage these specific costs in lieu of automated system controls. Ms. Owen explicitly expressed professional concerns that these practices constituted false billing to the government. In response to these concerns, Ms. Erwin abruptly terminated the meeting.

317. To verify the CFO's statements, Ms. Owen and Ms. Taylor met with John Tucher, Deputy N3B Controller. Mr. Tucher corroborated that the Costpoint system lacked the requisite controls and expressed concurrent concerns regarding the potential FCA implications. He communicated he too expressed his concern to his boss.

318. Following these discoveries, Ms. Owen escalated these concerns to the following parties:

a. The General Counsel and Ethics Officer (Dana Lindsay)
b. The Prime Contracts Director (Rob Nagel)

319. During these disclosures, Ms. Owen detailed the billing practices and the systemic

limitations of Costpoint. The parties involved acknowledged false claims implication rising from these practices.

320. Immediately following these high-level compliance disclosures, Ms. Owen was intentionally excluded from financial leadership meetings and omitted from N3B and HII communications regarding seconded billing – areas that fell directly withing her professional purview. When she asked why she was not included in the discussions with N3B senior officials and HII and BWXT board members, she was told by the General Counsel she was not needed in the conversations

321. By improperly billing DOE for HII seconded employees on terms and in manners inconsistent with the LLCC and applicable laws, regulations, and policies, including at uncapped rates and without required backup, documentation, and process, N3B engaged in prohibited acts under FCA 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

322. By raising the concern of N3B wrongfully billing DOE for HII seconded employees on terms and in manners inconsistent with the LLCC and applicable laws, regulations, and policies, including at uncapped rates and without required backup, documentation, and process, Ms. Owen engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which she was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

323. And as discussed below, this same issue—and N3B's concern over Ms. Owen's demonstrated willingness to confront and condemn the practice under the FCA—resurfaced later, shortly before N3B terminated Ms. Owen. *See* discussion *infra* (describing DOJ May-July 2025 investigation of N3B's billing of seconded employees and noting N3B's August 2025 termination of Ms. Owen).

324. While in January 2020, N3B's General Counsel (Lindsay), CFO (Erwin), and Prime Contracts Manager (Nagel) acknowledged the issue with HII-seconded employees, N3B then cut Ms. Owen out of further discussions. The HII CFO directed Ms. Owen to submit forms inconsistent with contract requirements. And instead of a neutral review, the concern was controlled by the very executives implicated in the practice.

325. In the period from 2023 to 2025, Ms. Owen made Employee Concerns Program ("ECP") complaints, covering abusive conduct and mishandled investigations by N3B General Counsel. Ms. Owen also voiced SCWE-related concerns based on safety, toxic workplace environment, inconsistent disciplinary action terminations, sexism in the workplace, and telework inequities. While this Complaint does not purport to detail all those reports or complaints, the culmination over the last several months is as follows.

326. In July 2023, Ms. Owen filed an ECP complaint after being berated by Tom Harrison ("Harrison"), a BWXT senior manager who was also N3B's Program Manager Quality Assurance (KP). Although the complaint was substantiated, N3B only required the manager to apologize. The ECP Manager, Joe Lockwood, communicated to Ms. Owen that the resolution to this matter was not appropriately addressed due to numerous other employee concerns regarding Harrison that President Smith consistently failed to manage. Still, N3B closed the concern without any further action. The manager kept his position and faced minimal consequences. But Ms. Owen continued to experience humiliation and exclusion after raising the concern.

327. In a September 2023 senior staff meeting, Ms. Owen raised safety issues (hydration stations and broken chairs in TA-54, the latter of which she addressed by having replacement chairs delivered). In response, President Smith publicly humiliated Ms. Owen in a senior staff meeting, stating she had embarrassed him and made N3B look like the "Beverly

Hillbillies." N3B took no action against the President despite multiple witnesses and confirmation of such abusive behavior. And by comparison, male executives who voiced concerns were not subjected to public humiliation. N3B singled out Ms. Owen for exercising her rights and resisting sexist disparate treatment.

328. As Chief of Staff for N3B, Ms. Owen was assigned responsibility for chairing the Staffing Review Committee. In this capacity, Ms. Owen's chairwomanship ensured leadership oversight of all staffing requests – to include the establishment of new positions, posting vacancies, and reorganizations. On May 17, 2024, Ms. Owen raised concerns about the HR Director self-promoting her HR Director position to Chief Human Resources Officer (CHRO) (executive level position) without a competitive job posting. Ms. Owen's boss, the N3B President, admitted it should be corrected. But instead, N3B informed the HR Director that Ms. Owen had complained. This pitted HR as a whole against Ms. Owen. N3B left the HR Director in the self-promoted CHRO role, in violation of policy. And Ms. Owen was penalized and suffered prejudice for raising the issue.

329. As discussed below, Ms. Owen also raised protected concerns in October 2024 about the Disciplinary Action Review Board ("DARB") processes and motives with respect to the DARB reviews of Plaintiffs Majure-Barkley and Caldwell.

330. On December 19, 2024, N3B's General Counsel (who at this time had changes, becoming Silas DeRoma ("DeRoma")), broadcast a "Notice of Investigation" to 21 direct, disclosed recipients regarding an investigation of workplace practices.

331. On January 9, 2025, at a DARB, Ms. Owen raised questions and concerns regarding the integrity of the HR investigation on a particular employee (Anne Martinez) due to inconsistencies and insufficient supporting evidence. However, N3B terminated the employee

without HR following established policy and procedures.

332. The next day, on January 10, 2025, Mr. DeRoma, broadcast a second "REMINDER: RE: Notice of Investigation" to 23 (a still broader list of) direct, disclosed recipients regarding witnesses discussing their interviews.

333. Ms. Owen responded to Mr. DeRoma, voicing concern that DeRoma/N3B had sent out her own and many other employees' names in DeRoma's broad December 19, 2024 and January 10, 2025 emails identifying every employee being interviewed in an investigation.

334. Ms. Owen questioned whether this was consistent with human resources standards for the privacy of persons involved in investigations. *See, e.g., EEOC Enforcement Guidance on Retaliation and Related Issues*, dated August 25, 2016, Section 2 ("Types of Materially Adverse Actions"), Example 17 ("Disclosure of Confidential EEO Information"), (citing *Mogenhan v. Napolitano*, 613 F.3d 1162, 1166-67 (D.C. Cir. 2010) (finding disclosure of employee's EEO information to coworkers is "materially adverse" and "actionable" as retaliation).

335. Ms. Owen also then escalated the matter to President Smith and ESH Manager Edwards. While Smith did not respond, Edwards did by phone, acknowledging the issue.

336. On January 15, 2025, Ms. Owen met with N3B ECP to file a formal concern. Jacqueline Dees, ECP Manager ("Dees") did not know how to address issue. So Dees discussed the matter with DOE EM-LA ECP Manager, Trisha Zamarron ("Zamarron"). Both acknowledged DeRoma's December 19, 2024 and January 10, 2025 emails were egregious. They then referred the situation to Jessica Pascual, HR Director ("Pascual").

337. On January 29, 2025, Ms. Owen met with Pascual, who stated she "owned" the concern, acknowledged N3B did not have a policy for HR investigations (whether as to

employee privacy therein, or any other aspects), and acknowledged the inappropriateness of DeRoma's email. Remedies discussed to correct the concern were to implement a policy, similar to N3B-P793 Employee Concerns, which clearly outlines confidentiality. Pascual stated she would address it immediately and follow up with Ms. Owen for closure.

338. In February 2025, President Donald Trump signed an Executive Order (EO) requiring contractors to certify compliance with all discrimination laws.

339. Just days later, in early February 2025, N3B sent Ms. Owen a proposed Memorandum of Understanding, proposed to be effective February 17, 2025, in which N3B would demote Ms. Owen from Chief of Staff to Deputy Program Manager, Level 6 ("DPM6"), CH-TRU (Maintenance Recovery Plan).

340. While N3B will claim the February 2025 MOU was not a demotion, since it purported to keep Ms. Owen at the same level of pay, this change did, in fact, reduce Ms. Owen's rank and responsibility in the organization. Further, the reassignment was a transparent setup to short-track Ms. Owen into termination under pretense of the new role (DPM6) becoming unnecessary and eliminated a few months later (in August 2025).

341. When Ms. Owen accepted a telework Deputy Program Manager "role" (February 14, 2025) through the MOU, she made clear this was not a resignation. Likewise, other regular and senior employees had telework arrangements without their roles being mischaracterized or used against them.

342. By later using the MOU as evidence that Ms. Owen had been 'fading out' of her role, N3B treated Ms. Owen less favorably than such employees, despite their being in the same situation or having made the same (telework) arrangements.

343. On March 6, 2025, Ms. Owen emailed Pascual inquiring about the status of

closure for Ms. Owen's employee concern (with Mr. DeRoma's email). Pascual texted Ms. Owen that evening, stating she received her email and is working the issue.

344. In May 2025, DOJ launched its Civil Rights Initiative to enforce Trump's EO regarding federal contractors certifying compliance with all discrimination laws. The enforcement initiative was to include and prioritize FCA actions, including CIDs, with respect to contractors not complying with civil rights laws.

345. On May 29, 2025, USA-NM Ellison for DOJ issued N3B the above-referenced CID for Interrogatories, Document Production, and Oral Examination (regarding N3B's secondment billings) to occur on or by June 5, 2025. This demand was pursuant to the FCA, 31 U.S.C. 3729-3733, in the course of an FCA investigation to determine whether N3B violated 31 U.S.C. 3729 by submitting or causing to be submitted to the DOE invoices for costs for employees loaned to N3B by HII exceeding costs allowable under the terms of the DOE Solicitation, N3B's Proposal, and the resulting LLCC, contrary to 31 U.S.C. 3729.

346. In May/June 2025, Ms. Owen became aware of the DOJ CID regarding N3B's billing practices. Despite the legal requirement for a company to issue a "Legal Hold" notice to all relevant personnel to preserve evidence, N3B General Counsel DeRoma failed to provide Ms. Owen with any such notice. This departure from standard legal protocol meant Ms. Owen (and likely other relevant employees/witnesses) never received formal notice or instruction to preserve or identify documents such as Ms. Owen had been maintaining since 2019 regarding N3B's "creative accounting" and apparent false billing.

347. On June 23, 2025, Ms. Owen sent another email to Pascual, stating concern that there had been no follow up as communicated on March 6, 2025.

348. In May/June 2025, DeRoma and N3B summoned Ms. Owen to a meeting with

external defense attorneys. Without prior notice or discussion:

a. An IT professional was present at the meeting and was used to forcibly "pull and seize" my files and electronic records.

b. Mr. DeRoma and external counsel informed Ms. Owen that her documents had already been seized before the meeting had even commenced.

c. Ms. Owen was denied the opportunity to identify or explain the significance of specific records (such as the telephone call and emails from Mr. Helpinstill) that were directly responsive to the DOJ's inquiry.

349. When Ms. Owen on June 24, 2025 provided DeRoma and N3B information related to the DOJ's May 29, 2025 CID, she engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which she was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

350. As previously noted, in her prior (2020) role as HR Director for N3B, Ms. Owen had earlier communicated to N3B executive management, and parent company executives of her own specific, similar concerns regarding HII/BWXT Seconding and Reachback arrangements as potential inappropriate billing practices. *See* discussion *supra*, para. 118. Further, she received written communication from HII leadership instructing her to submit DOE 3220 forms in a manner which she believed to be inconsistent with contractual stipulations. And following her disclosure of these concerns, Ms. Owen was excluded from subsequent discussion among N3B's Board of Managers and key executives, in which she had previously participated.

351. These past acts are further evidence that from the moment it received DOJ's May 29, 2025 CID, N3B knew Ms. Owen would testify truthfully as to damning facts against its billing practices and retaliation; that N3B wanted to silence Ms. Owen on the subjects; and that N3B's subsequent employment actions against Ms. Owen were intended to silence and/or to interfere with DOJ identifying and receiving information from Ms. Owen as a witness on these

FCA matters.

352. On July 10, 2025, Ms. Owen sent an email to Dees and Edwards, requesting assistance due to no response from HR regarding the privacy concerns she had voiced as to DeRoma's December 19, 2024 and January 10, 2025 emails.

353. On July 14, 2025, Edwards emailed Ms. Owen, stating that Pascual was out and he would follow up the following week. He also stated, "As you may recall, there was no objection to the change by HR or GC. I assume it's a matter of execution. When I am able to talk to [Pascual], I will follow up with you with a status." But in fact, there was no follow up. (And Edwards's reference to a "change" made no sense, as the issue pending with Pascual was N3B having no policy, at all, for HR investigations (whether as to employee privacy therein, or any other aspects), and the fact that six months had passed since Ms. Pascual acknowledged this in January 2025. *See* discussion *supra* at para. 338 (noting Pascual in January 2025 had said she would address the need for a policy "immediately").

354. By the above actions including continuing honestly to document and disclose Defendants' questionable seconding practices in response and as pertinent to the DOJ's May 2025 CID; by continuing to confront Defendants' noncompliance with standard human resources practices born of federal employment discrimination laws even after Defendants removed Ms. Owen from the duties of Human Resources Director; by doing the same in the immediate aftermath of President Trump and DOJ publicly declaring their intent to pursue FCA litigation against federal contractors who falsely certified their compliance with such laws; and by standing up to N3B's highest-ranking lawyer on these same issues, even after she suffered intimidation and retaliation from the same, Ms. Owen engaged in lawful acts protected against reprisal by RCRA, SCWE, OSHA, and NMOSHA. *See* 10 CFR 851.20(b)(7), (8), and (9);

OSHA, 29 U.S.C. § 660(c); and NMOSHA, NMSA § 50-9-25.

355. By thus documenting and reporting, Mr. Smith implicated N3B having committed to DOE but failed to meet obligations under the LLCC, the 2024 Consent Order, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the 2023 Safety Programmatic Breakdown; and which even so continued for over a year thereafter to be unresolved in material aspects; and thereby, Mr. Smith engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

356. On August 26, 2025, Brian Clayman notified Ms. Owen of her termination, scheduled to occur September 30, 2025. However, immediately upon Mr. Clayman's notice, N3B terminated all Ms. Owen's system access.

357. On August 26, 2025, N3B also characterized the termination decision as based on progress on the Maintenance Recovery Plan attributable to Ms. Owen had purportedly eliminated much of the need for her DPM6 position. N3B claimed the project had become "self-sustaining," the remaining scope being "repetitive with engineering and work control," and at a "steady state" no longer requiring oversight of a dedicated program manager. Thus, overall, N3B's original notice was that the separation was justified as operationally redundant. And N3B immediately revoked Ms. Owen's N3B systems privileges.

358. However, on September 8, 2025, Ms. Owen's Manager, Mr. Brian Clayman, advised her that N3B's decision not to extend her telework/employment was based on: (1) the advanced stage of the project she was managing, (2) lack of follow-on scope/budget, and (3) the

(purported, MOU) agreed upon termination date. Thus, N3B's second justification for terminating Ms. Owen contradicted its first. And in fact, Mr. Clayman confirmed the decision was not performance-based, but budget-driven.

359. On Monday, September 22, 2025, N3B released N3B's *Notice of Employee Termination – Tashia Owen* to 32 employees with an attached N3B Employment Termination Checklist referencing her Termination Reason as "Voluntary Resignation." Thus, N3B's third characterization of Ms. Owen's separation again contradicted its first and second justifications.

360. And N3B later presented a fourth characterization of Ms. Owen's separation to New Mexico Department of Workforce Solutions, claiming it discharged Ms. Owen simply as "not a good fit" (though still without alleging any misconduct on her part).

361. Finally, even after revoking Ms. Owen's access, N3B continued to bill her active project code to the federal government. N3B failed to disclose this fact when asserting to Ms. Owen that her project was complete and repetitive. And by omitting the truth of its ongoing billing, N3B falsely portrayed Ms. Owen's role as unnecessary.

362. The above continued a pattern of deception N3B has carried out for some time in mischaracterizing employee separations.

363. N3B has broadly been misstating terminations and forced resignations as a means to reduce headcount/payroll costs.

364. The N3B workforce consists of direct employees (N3B), parent company/HII/BWXT secondees/reachbacks (typically paid at higher rates – which is related to the DOJ interrogatory), and staff augmentation contractors.

365. As Chief of Staff, a former member of the DARB (disciplinary action review board), and chair of the Staffing Review Committee, Ms. Owen observed the company could

never converge or formulate a staffing strategy to address budgetary deficiencies.

366. As a member of the DARB, Ms. Owen also noted that terminations or forced resignations lacked thorough investigatory evidence and frequently overreached to cite "new information" outside the initial basis for investigation and made unfounded evidentiary conclusions to justify predisposed objectives. And N3B issued unfounded terminations and forced resignations in attempts to reduce costs and deal with budgetary concerns.

367. This is further shown by N3B's unusually high attrition.

368. To protect its improper practice from prying eyes, HR intentionally excluded Ms. Owen from DARB reviews.

369. Despite notice of and opportunity to cure these acts of retaliation and violations of law, Defendants have failed and refused to effect any corrective action for Mr. Martinez or Ms. Owen.

Ms. Garduño

370. As an RCT4 with the same general duties described above with respect to Mr. Martinez when he held that designation, Ms. Garduño loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) almost four years.

371. But N3B terminated Ms. Garduño soon after she became evident as a potential witness as to N3B's noncompliance and misrepresentations of compliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

372. In addition to their regular field duties as RCT's, Ms. Garduño and Ms. Sandoval

in 2023 became ER Records Custodians, responsible for filing and managing radiological records. In January 2025, the N3B Document Control group informed Ms. Sandoval and Ms. Garduño that 2023 records were deemed incomplete on their (Document Control's) end, primarily due to radiological surveys (radiation/contamination tests) without signatures, along with missing pages and missing surveys. While beginning to correct these records, Ms. Sandoval and Ms. Garduño also *took it upon themselves* to review 2024 records. Doing so, they found numerous more missing/incomplete surveys, including missing/incomplete surveys for equipment being approved for "free release" (released back into the public/off LANL premises) without proper documentation. Despite Ms. Sandoval and Ms. Garduño in Spring 2025 internally reporting such missing/incomplete surveys, and despite some N3B management (Dave Wirkus & Eli Gerlach) giving nominal support to a broader audit of such records in prior years, N3B did not seriously or sufficiently staff or prioritize such an audit. Ms. Sandoval and Ms. Garduño were left designated, alone, to perform the audit while still doing their regular, full-time RCT duties. In turn, the audit took Ms. Sandoval and Ms. Garduño months to complete in even an initial form. And within less than one week after Ms. Garduño delivered their preliminary audit of these documents to N3B records management (on Thursday, September 18, 2025), N3B terminated both Ms. Sandoval and Ms. Garduño on Monday September 22, 2025.

373. By committing to DOE to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to conduct and document radiological surveys of equipment, including certifying such equipment was clear of contamination before being allowed for free release; by making representations/certifications, including but not limited to its *2023-2025 Contractor Self-Assessments* to DOE of having met its LLCC requirements, including compliance with all law and regulations, while not, in fact, doing so; and by thereby

receiving a multi-million dollar PIB in 2025; N3B engaged in prohibited acts under 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

374. By raising the concern of N3B having committed to DOE to conduct and document radiological surveys of equipment, including but not limited to certifying such equipment was clear of contamination before being allowed for free release, while not, in fact, doing so, Ms. Garduño engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which she was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

Ms. Sandoval

375. As an RCT4 with the same general duties described above with respect to Mr. Martinez when he held that designation, Ms. Sandoval loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) almost 4 years.

376. Throughout her employment, Ms. Sandoval consistently received positive feedback on her performance. She received three end-of-year performance reviews, all reflecting strong performance, and had no prior reprimands at N3B or any previous employer prior to October 30, 2024. She was regularly trusted with solo field coverage and, as a Tech 1 & 2 and was directed by management to mentor other RCTs of the same level due to her performance and rate of progression. And in 2023, Ms. Sandoval, along with Ms. Garduño, became ER Records Custodian, responsible for filing and managing radiological records.

377. As above noted, through the first several months of 2025, Ms. Sandoval and Ms. Garduño uncovered and attempted to audit N3B's failures to conduct and/or document mandatory radiological surveys including free-release equipment for years 2023 through 2025.

And within less than one week after Ms. Garduño delivered their preliminary audit of these documents to N3B records management (on Thursday, September 18, 2025), N3B terminated both Ms. Sandoval and Ms. Garduño on Monday September 22, 2025.

378. By committing to DOE to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to conduct and document radiological surveys of equipment, including certifying such equipment was clear of contamination before being allowed for free release; by making representations/certifications, including but not limited to its *2023-2025 Contractor Self-Assessments* to DOE of having met its LLCC requirements, including compliance with all law and regulations, while not, in fact, doing so; and by thereby receiving a multi-million dollar PIB in 2025; N3B engaged in prohibited acts under 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

379. By raising the concern of N3B having committed to DOE to conduct and document radiological surveys of equipment, including but not limited to certifying such equipment was clear of contamination before being allowed for free release, while not, in fact, doing so, Ms. Sandoval engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which she was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

Mr. Broughton

380. At the time of his termination from Defendants' employment under the LLCC, Mr. Broughton's upward chain of report was to Dane Wilson (Work Control Manager), Cassie Brown (Construction Manager), Richard Sain (Work Control Director), then Mr. Gerlach, then Mr. Edwards, and then President Smith.

381. Mr. Broughton loyally served Defendants (nominally employed through

Edgewater and then Spectra by N3B, but subject to joint employment, domination, and control by all Defendants) almost eight years.

382. While nominally employed through Spectra, Mr. Broughton was among the subcontractor "Staff Augmentation" employees whom N3B fully integrated and held out both internally and externally as fully N3B-employed and controlled. For example, Mr. Broughton's internal communications formatting and identifiers were indistinguishable from other staff nominally designated as N3B employees, such as Mr. Broughton having an "em-la.doe.gov" email address and an email signature block that listed him directly as "ER Project Planner, Newport New Nuclear BWXT Los Alamos (N3B), Environmental Remediation (ER), TA21-0518."

383. And in all day-to-day and ultimate respects, Mr. Broughton reported directly into full N3B employees/upper managers and was subject to direction, control, assignment, and ultimate termination from LLCC work by Defendants' management.

384. But N3B terminated Mr. Broughton's service to N3B under the LLCC soon after he became evident as a potential witness in the current (then-pending) action under the FCA and as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

385. Mr. Broughton consistently received positive performance reviews and annual 3% pay increases in recognition of my work performance.

386. Since August 2018, Mr. Broughton was the only Project Planner assigned to the ER side of N3B. At the time he was hired, N3B needed work packages developed for upcoming projects, but there was no established work control planning function in ER. Mr. Broughton

wrote N3B-ER's first work package, ER-WP-2018-001, General Sitewide Maintenance. After that, Mr. Broughton authored approximately 300 work packages without any safety incidents, environmental contamination events, injuries to N3B personnel, or harm to the public, provided the procedures and instructions were followed as written.

387. Cassie Brown (N3B Construction Manager) ("Ms. Brown"), Mr. Broughton's previous day-to-day manager, stated to him that the ER Work Control Department would not exist in its current form had Mr. Broughton not established and developed the program. In addition to his planning duties, Mr. Broughton also served as the Records Custodian, ensuring that completed work control documents were accurately submitted to the Document Control Records Department for proper disposition.

388. But during this time, Mr. Broughton observed and protested the above-described toxic and hostile work environment within N3B. He observed an extremely high turnover rate among both middle and upper management. He also observed situations where promotions appeared to be based more on personal loyalty than qualifications or competency.

389. Additionally, N3B repeatedly experienced operational shutdowns due to safety and regulatory concerns, reportedly at least twice per year. Mr. Broughton observed and believes the 2022 Heat Stress Incident resulted from management prioritizing production over employee health and safety.

390. Defendants were scheduled to extend Mr. Broughton's contract on April 30, 2026.

391. In Mr. Broughton's timeline, it bears repeating N3B had been in receipt of DOJ's CID regarding N3B seconding practices since May 2025; in receipt of Mr. Howell's letter of representation of Ms. Owen and Mr. Martinez on FCA matters since October 2025; and in receipt of the original *Complaint* in this matter—fully initiating and comprising an "action under

[the FCA]" within the meaning of 31 U.S.C. § 3730(h)(1)—since January 20, 2025.

392. On February 2 and 3, 2026, Mr. Broughton and Tom Crespin (ESH&Q) exchanged emails expressing concerns regarding conditions and management practices at N3B. In one of these emails, Mr. Broughton specifically complained of the wasteful purchase of a "$700,000 Linkbelt Crane sitting at the edge of the TA-54 Canyon, now 2+ years not used, purchased for CMPs." And the common concerns he had with Mr. Crespin included:

> • Friends and Family Plan – Hiring of exorbitant paid reach-backs (i.e., THROW-BACK) personnel. Most just TERRORIZE good and loyal employees. Talent already on site!
> • Unexplainable Costs – Nearly 2 million dollars for Telehandlers for TA-54 CMP Project, not needed! Spend $700,000.00 for Linkbelt Crane sitting at the edge of the TA-54 canyon, now 2+ years not used, purchased for CMPs. Self-proclaimed super engineer from Idaho assigned to run CMPs and spent the millions because they used similar Telehandlers in Idaho – LOOK OUT THE WINDOW DORTHY, WE ARE NOT IN KANSAS ANY MORE!
> • A year and a half waiting to start the CMP Project because they refused to follow OSHA standards for excavation activities. Brought in super personnel to tell them same thing I did, again at huge sums of money. Nearly gets some one killed on front end loader for not allowing breaks. Refused to get air conditioning fixed on loader which would have prevent incident.
> • Equipment and materials carried off by personnel at TA-54. No small dollars items, by the way!

Exhibit 7 (Broughton and Crespin Emails, dated 02/02/2026 to 02/03/2026).

393. As such, the concerns on which Mr. Broughton and Mr. Crespin voiced opinion, agreement, and opposition to deceptions by N3B all bore directly on the same issues that were by that date subjects of an active FCA court action—that is, the present lawsuit.

394. On February 3, 2026, Mr. Broughton by email forwarded these same concerns—voicing his "opposition" on these FCA matters to persons beyond his ordinary chain of report—to six full N3B employees: Anthony Sanchez, Feofaaki Funaki, Ms. Brown, David Flores, Alderete Martinez, and Steve Maze.

395. By challenging the deceptive and wasteful seconding/reachback, purchasing, costing, and utilization practices of Defendants, including by commenting/complaining on the matter to persons beyond his ordinary chain of report within N3B, Mr. Smith engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

396. On February 10, 2026, Spectra notified Mr. Broughton that N3B had decided not to extend his contract beyond April 29, 2026, thus terminating his service on the LLCC.

Mr. Archibeque

397. At the time of his termination, Mr. Archibeque's upward chain of report was to John Witbeck, then to Mr. Edwards, and then President Smith.

398. Mr. Archibeque loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) almost eight years.

399. But N3B demoted and then terminated Mr. Archibeque soon after he became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

400. For years, Mr. Archibeque worked within the strained IT budget and constraints as above described with respect to Mr. Moore.

401. Throughout this time, Mr. Archibeque consistently warned his management that the buildout of data centers was deficient, particularly at risk for lost/wasted time and equipment by overheating because of insufficient Heating, Ventilation, and Air Conditioning (HVAC) design and build within confined space, and could not be accurately represented to DOE as sufficient for the LLCC mission. Mr. Archibeque had specifically warned Mr. Witbeck of this

situation and that the data center should be temporarily shut down after and to avoid a power outage, when temperatures were reaching 100 degrees Fahrenheit, which Mr. Archibeque warned could "kill equipment" (thus wasting taxpayer dollars and DOE funding that had been provided). And Mr. Archibeque warned Mr. Witbeck of these issues when Mr. Witbeck first became N3B's Chief Information Officer in March 2025.

402. But in response to these concerns, N3B upper management for extended periods refused to address the situation, refused either to address the HVAC deficiency or to address the overheating by shutting down the server and desktop cluster equipment, indicated they could not and would not seek the increased budget to address such concerns, and—in a pattern similar to the other Plaintiffs herein—thus pressured Mr. Archibeque to stop exercising and vocalizing his professional judgments as to whether the systems under his supervision and responsibility were sufficient or compliant with the requirements of the LLCC.

403. On information and belief, because of Defendants' and Mr. Witbeck's ongoing willful disregard of Mr. Archibeque's warnings, Defendants experienced an IT outage on or about January 23, 2026. Yet Defendants still did nothing to address the fragile system.

404. In Mr. Archibeque's timeline, it bears repeating that at or about the time of its January 23, 2026 IT outage, N3B had already been in receipt of Mr. Howell's letter of representation of Ms. Owen and Mr. Martinez on FCA matters since October 2025; and in receipt of the original *Complaint* in this matter—fully initiating and comprising an "action under [the FCA]" within the meaning of 31 U.S.C. § 3730(h)(1)—since January 20, 2025. Further, the original *Complaint* in this matter was not limited to allegations regarding the situations of Ms. Owen and Mr. Martinez; it also fully included the above, extensive allegations with respect to Mr. Moore (as then CIO for N3B), N3B's under-bidding, -funding and -budgeting of IT from

inception of the LLCC, and N3B's attempted diversion of critical IT funding and CyberSecurity funds from IT Operations.

405. Because of its ongoing willful disregard of Mr. Archibeque's warnings and the underlying issues, on the (Super Bowl) weekend of February 7-8, 2026, Defendants again experienced a similar outage. This time, Defendants required Mr. Archibeque's Operations or "Ops" team to address the issue by working both Saturday and Sunday. While being challenged by Mr. Witbeck as to the nature and speed of the repairs, Mr. Archibeque communicated the underlying issues, the reasonable expectations for completion, and the staffing that was available (which involved just one of the staff being unavailable, due to a previously-scheduled trip to family). In response, Mr. Witbeck threatened falsely to tell President Smith that "Ops didn't want to work because they wanted to watch the Super Bowl."

406. In attempting to address the false characterization of Mr. Witbeck and to protest yet again the "house of cards" Defendants were trying to maintain in IT for appearances to "the Feds," while not ever remedying the underlying lack of "a solid foundation," Mr. Archibeque on February 10, 2026 emailed Mr. Edwards, Mr. Gerlach (Deputy Director to Mr. Edwards), and President Smith, reporting the situation described above, documenting and repeating his prior "protests" every time N3B had implemented "the Feds" requests to add to the IT environment without N3B fixing its IT foundation. He further complained that Mr. Witbeck had sat on the issue for over a year, despite being apprised of the issue by both Mr. Archibeque and "our engineers" at their first meeting. In the same email, Mr. Archibeque complained of the retaliatory falsehood and threat of disciplinary action that Mr. Witbeck had made against Mr. Archibeque as a result of his "candid conversation" on the underlying issues and criticality of the same to N3B's accomplishment of the LLCC "mission."

407. Further, this incident resulted in N3B directing to staff to charge Report Pay, meaning completely unproductive time (similar to snow days). The importance of calling it report pay meant that it was billable to DOE, as opposed to something employees had to take Leave without Pay or use vacation to cover.

408. By challenging the ongoing failures of Defendants to remedy mission-critical deficiencies in their IT infrastructure while continuing falsely to certify its sufficiency and the real, necessary budget and costs for the same to DOE; by reporting outside and above his normal chain of command on these matters and to oppose retaliation he faced for the same; and by continuing to do so immediately after Defendants had notice of a live FCA litigation (the present case) specifically presenting questions of this same IT infrastructure and its deficiencies, Mr. Archibeque implicated N3B having committed to DOE but failed to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to disclose, address, and implement necessary costs as truthfully reported in CSAs, and having left such IT matters unaddressed for over a year in material aspects; and thereby, Mr. Archibeque engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

409. In immediate response, Defendants placed Mr. Archibeque on paid leave for two weeks for an "Investigation." And at the end of those two weeks, Defendants terminated Mr. Archibeque's employment.

Ms. Sanchez

410. Prior to her termination, Ms. Sanchez's upward chain of report was to Training Director Matt Marstella and to Training Manager Charlotte Hendrix, both of whom reported to Ms. Lundgard, then to Mr. Edwards, and then President Smith.

411. Ms. Sanchez loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) eight years, first as the ER Training and Administration Manager in 2018. Ms. Sanchez was then named Sr. Technical Training Manager in 2023 and Acting Training Director in mid-2024.

412. But N3B terminated Ms. Sanchez soon after she became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

413. As noted above, on October 20, 2024, Plaintiff Caldwell alerted N3B to his intention to contest his own termination and placed N3B in anticipation of litigation, and requested preservation of documents, in connection with the ongoing failures of N3B's safety training, following the 2023 Safety Programmatic Breakdown, and specifically with respect to failures, obstruction, and retaliation by N3B's ENS-PM Lundgard. In addition, after having thus placed N3B in anticipation of litigation, Plaintiff Caldwell on December 20, 2024, Mr. Caldwell emailed DOE-ECPM Zamarron, notifying her that Ms. Sanchez was an available witness to the fact of ENS-PM Lundgard's ineffectiveness and obstruction as to the referenced training programs, and Mr. Caldwell specifically noted Ms. Sanchez among others had "expressed frustration verbally with me that the Training department doesn't know [w]hat Nichole wanted them to do and were frequently being redirected and overruled by her." On January 8, 2025, "DOE-ECPM Zamarron" confirmed receipt of Mr. Caldwell's email and stated she would "review everything" he had provided. On January 29, 2025, DOE-ECPM Zamarron indicated she had been unable to review or follow up on Mr. Caldwell's email due to focusing on the "transition of the new administration." At some point by or in March 2025, DOE-ECPM

Zamarron reached out to N3B's counsel on this matter.

414. Similar to Mr. Caldwell, Ms. Sanchez in 2019, 2021, 2023 and 2025 reported to her Training Directors N3B's noncompliance to OSHA Regulations and DOE Order 426.2 Training Program for Nuclear Facilities. The CH-TRU project had always been noncompliant to OSHA regulations regarding First Aid/CPR and Waste Generation Overview (WGO). These were required training for all personnel in CH-TRU and ER. Training Plans had listed them as optional, not required.

415. Ms. Sanchez was then denied an Acting Director Position and also demoted after arguing with her Program Manager (ENS-PM Lundgard) over the denied position. N3B used Ms. Sanchez to get the Nuclear Training Program approved by DOE while still having oversite of the ER Project and the Central Training Department, which was left vacant. Ms. Dees moved over to ECP Manager. Ms. Sanchez complained about the issues and noncompliance to Federal regulation regarding First/Aid and WGO since 2019. Ms. Sanchez was allowed to go back to the ER facility after the extreme hours worked including weekends. Ms. Sanchez was then demoted to Technical Training Specialist 5 and was to continue helping the Nuclear Programs in addition to the ER project. Ms. Sanchez was researching issues logged in the Issue Management System and confirmed the Confined Space training was removed from CH-TRU Training at the direction of the ENS Program Manager. Ms. Sanchez soon after was put on administrative leave after training of her replacement until she was qualified to be a Nuclear Training Manager. And Ms. Sanchez was then terminated on March 5, 2026.

416. Also pertinent to the date of Ms. Sanchez's termination is the fact that on October 5, 2025, counsel for Plaintiffs, Trent A. Howell, emailed correspondence to N3B's General Counsel, Silas DeRoma, providing notice that he was legal counsel for Plaintiff Martinez; that

Mr. Martinez was preparing to file a lawsuit for FCA retaliation; that Mr. Martinez would be asserting his termination had been in retaliation for speaking out on N3B violating health and safety standards, including DOE SCWE requirements embodied in DOE Order 442.1A and reinforced by 10 C.F.R. Parts 708 and 85; that "N3B continues systemic deficiencies despite claiming progress in 2023;" and that Plaintiffs were requesting preservation of all documents and records pertinent to such matters.

417. On January 20, 2026, Plaintiffs Martinez and Owen filed their original Complaint in this matter, setting forth the same issues, and thus rendering Ms. Sanchez, among others, a probable witness to the issues identified in the allegations by Mr. Martinez. Plaintiffs served process upon the Defendants on January 22, 2026. And all three Defendants—having fully reviewed the original Complaint's allegations—filed Motions to Dismiss the original Complaint on February 26, 2026.

418. Aware of this pending FCA retaliation litigation and Ms. Sanchez's relevant knowledge/potential as a witness, N3B engaged in an act of "anticipatory retaliation" and/or witness deterrence/intimidation against Ms. Sanchez, terminating her employment on March 5, 2026 (just six weeks after Plaintiffs Martinez and Owen filed their original *Complaint*, and just two weeks after N3B's counsel—with filing of its *Motion to Dismiss*—entered N3B's first appearance in the case on February 26, 2026).[28]

419. Further, another issue and FCA opposition activity by Ms. Sanchez arose in February 2026. ESH had an issues management item that was posed to him as the lead for that

[28] *See Sauers v. Salt Lake County*, 1 F. 3d 1122, 1128 (10th Cir. 1993) (recognizing "anticipatory retaliation" as actionable under Title VII, noting "Action taken against an individual in anticipation of that person engaging in protected opposition to discrimination is no less retaliatory than action taken after the fact").

program. Personnel were not showing trained for any Confined Space entries. ESH was being shadowed by two DOE personnel. When Ms. Sanchez reviewed the information, she found the training plans for Confined Space had been made inactive in the training system. Ms. Sanchez questioned the Manager of Training Delivery, Martha Padilla ("Ms. Padilla"), on why she would do that. This discussion was witnessed by DOE personnel. Ms. Padilla stated she was instructed to by Ms. Lundgard as there was a SAWA (Written Agreement) that LANL would supply the trained staff for any confined space entry. Both DOE personnel replied, "That is not true." Ms. Sanchez asked Ms. Padilla if she had any objective evidence of her request. Ms. Padilla sent a copy of the email sent by Ms. Lundgard. Ms. Sanchez asked Ms. Padilla if she had verified by asking the N3B interface office if there was such a document. Ms. Padilla immediately sent an email and DOE personnel and ESH lead asked to be copied on the request and response. The response was that no such agreement existed. In turn, the training plans were made active and added to all qualifications for Confined Space program. The DOE thanked Ms. Sanchez for her research on the subject, but were very upset with Ms. Lundgard's statements and actions.

420. Finally, as noted above with respect to Mr. Caldwell, the oversight of President Smith with respect to the termination of Training staff such as Ms. Sanchez may, itself, present a business ethics and conflict of interest issue under the CBEC, since President Smith, before being named N3B President in June 2023, had been responsible for N3B training, including for much of the time in which the *2023 Safety Programmatic Breakdown* had been declared in the first place. And with N3B having already known of and entered appearance in the FCA lawsuits of Plaintiffs Martinez and Owen by February 28, 2026, President Smith was likewise well aware that the long, ongoing disfunction and mess that N3B had with its entire Training operation was coming into clear, immediate litigation focus.

421. By committing to DOE to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the *2023 Safety Programmatic Breakdown*, and which even so continued for over a year thereafter to be unresolved in material aspects, as witnessed by, reported by, and then blamed on Mr. Caldwell; by making representations/certifications, including but not limited to its *2023-2024 Contractor Self-Assessments* to DOE of having met its LLCC requirements, including compliance with all law and regulations, while not, in fact, doing so; and by thereby receiving multi-million dollar Award Fees in 2024 and 2025; N3B engaged in prohibited acts under 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

422. By raising the concern of N3B having committed to DOE but failed to meet obligations under the LLCC, the *2024 Consent Order*, and applicable law and regulations, including to maintain SCWE, avoid violations of OSHA, and maintain and implement adequate safety training programs under all such rules, regulations, and requirements, including but not limited to those which had resulted in the *2023 Safety Programmatic Breakdown*; and which even so continued for over a year thereafter to be unresolved in material aspects; and further by reporting, opposing, and being identified as a witness to ENS-PM Lundgard's dishonest and ongoing efforts to block and to avoid disclosure of such deficiencies, including by attempting to scapegoat Mr. Caldwell on the matter; and by continuing to speak out internally on these issues immediately after Defendants had notice of a live FCA litigation (the present case) specifically presenting questions of these same issues, Ms. Sanchez engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which she was

protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

Mr. Barras

423. Prior to his termination, Mr. Barras' upward chain of report was to Environmental Remediation Program Manager Vince Rodriguez, then to President Smith.

424. Mr. Barras loyally served Defendants (nominally employed by N3B, but subject to joint employment, domination, and control by all Defendants) almost eight years.

425. But N3B demoted and then terminated Mr. Barras soon after he became evident as a potential witness as to N3B's noncompliance and engaged in the following "lawful acts" to report, complain of, investigate, document, or stop N3B making false/deceptive claims, misrepresentations, or omissions of material information under the LLCC.

426. Similar to the costs issues raised by Ms. Owen (seconding) and Mr. Moore (account coding/drawdown), Mr. Barras had information, was known by N3B to have such information, met with DOE-OIG Agent Matthew Ray, and on information and belief was known by N3B to have met with DOE-OIG regarding evidence of HII-seconded billings and associated rates and rate development.

427. Beginning April 30, 2018, Mr. Barras was a direct N3B employee as Planning and Integration Program Manager – establishing project controls, cost estimating, and risk management systems, and implementing initial contract management changes and staff. Over time, his positions with N3B were Senior Contracts Specialist, Project Manager Senior Level Positions, Acting Water Program Director, Water Program Director, and Senior Professional for Strategy and Integration.

428. In or around November and December of 2022, Mr. Barras was laterally assigned to the ER Program Manager Troy Thomson. His initial duties included acting as the project

controls manager for the ER department. By the end of 2023, Mr. Barras was the designated project manager and control account manager for thirteen (13) separate control accounts. At that time, this was the largest number and dollar value for a single PM/CAM in the company.

429. Through the LLC base period, Mr. Barras—like Ms. Owen in her HR Director period—had difficulty, faced noncooperation, and voiced concerns regarding the compliance and honesty implications of N3B and HII not providing sufficient detail and backup around their billing practices, including seconding arrangements.

430. As referenced in the allegations regarding Mr. Moore, in November of 2023, Mr. Barras also provided an evaluation of funding in comparison to N3B's Estimate at Completion for Fiscal Year 2024 to Jeffery Stevens and Jim Denham. This evaluation indicated that planned company prior year funding (carryover) for certain future projects was spent by cost overruns in the CH-TRU mission.

431. In the Spring of 2024, Mr. Barras presented to the Senior Management Review Board ("SMRB") request to release a project to resume that was under the company-wide training stop work referenced in Mr. Caldwell's and Ms. Sanchez's complaints. The Senior Management Review Board is a chartered review board to provide an opportunity for designated senior managers to assess a variety of issues including readiness/preparedness to begin operational work or projects. Depending on when the SMRB occurred, the board's voting members consisted of Brad Smith, Jeff Stevens or Mark Lesinski, Robert Edwards, Nichole Lundgard or Heather Grove, Troy Thomson or Vince Rodriguez, and Brian Clayman. Approval from the board would allow Mr. Barras' project to resume shipment of waste bins ahead of a regulatory required compliance deadline, which was one calendar year from the waste bin's generation. During the meeting, Mr. Barras and Vince Rodruguez (then deputy ER Program

Manager) both made the key point that, at the time, CH-TRU was sending off-site waste shipments using the same detailed operating procedure that would be used at TA-21. CH-TRU was operational for off-site waste shipments at times during the company-wide stop work. When Robert Edwards realized this fact, he stopped the meeting and began discussing training compliance with Nichole Lundgard. Mr. Barras recalls that Robert Edwards mentioned a potential issue or concern with the Price Anderson Act. Once approvals were granted, the project was successfully executed by Mr. Barras within the compliance calendar.

432. In Spring through Summer of 2024, Mr. Barras attempted to follow procedural compliance to N3B's Earned Value Management Description for his assigned accounts for Material Disposal Areas C, G, H and L. Mr. Barras worked with the Project Management Office and Prime Contracts Office to obtain DOE concurrence that schedule changes were warranted as a result of external delays from NMED. Mr. Barras and his support staff prepared a baseline change specifically to delay the schedule in Material Disposal Areas C and H. This change was reviewed for compliance by Ed McNamee. During the N3B change control board meeting, Mr. Barras had to provide a full presentation justifying the basis and methodology for the change due to a late disagreement received from Dave Anderson (at the time he was the project management office's subcontracted project controls manager). The final decision in the meeting, from Brad Smith as chair of the change control board, was to disapprove the change. The basis for this was that activities in the current fiscal year were delayed into a future fiscal year. N3B's Earned Value Management Description, at the time, did not include this requirement. N3B Senior Management went on to obtain concurrence from the Department of Energy for a much larger and more comprehensive set of baseline changes *that removed other performance criticisms*.

433. Mr. Barras also bore witness to instances of President Smith acknowledging

having misstated or overstated N3B's performance under the LLCC. In September of 2024, a week after Mr. Barras was designated the acting Water Program Director, Mr. Barras informed the Executive Leadership that restarting Land Application for the Chromium Interim Measure was at least eight weeks behind schedule due to procedural updates, facility modifications, and training. In response, Mr. Smith asked a question to the effect of, "you mean we lied to headquarters in our visit to D.C last week?" As it happens, the next day, during a site visit, DOE realized they had received approval from NMED to resume injection operations. This pivot changed the focus, and Mr. Barras and Jeremiah McLaughlin (ER Operations Director) were able to successfully obtain restart approval from both the Senior Management Review Board and DOE within two weeks (and before the end of the fiscal year). But the exchange left a lingering impression with Mr. Barras on N3B/Smith's willingness to gloss performance under the LLCC.

434. On April 10, 2025, Mr. Barras met with DOE-OIG Investigator, Matthew Ray, for about an hour, with focus of discussion being series of emails (from 2018 through 2022) Adam had sent or received related to HII-seconded billings and associated rates and rate development. Within a week of that meeting, N3B General Counsel DeRoma emailed Mr. Barras questions about "rate approvals" that strongly suggested DeRoma and N3B were at that point already aware of Mr. Barras meeting with DOE-OIG Investigator Ray.

435. The testimony N3B knew or should have known Mr. Barras was specifically prepared to provide, was (a) that if the backup was not assembled for the actual and market rates of HII-seconded employees being rated as "costs" on the LLCC, N3B would be subject to audit and disallowance of costs, and (b) that failure to disclose the reasonable basis for the rate, markup, and total compensation for such employees was inconsistent with FAR, the Truth in Negotiations Act ("TINA"), and Cost Audit terms. As a Cost-Plus-Award Fee contract, LLCC

required openness to audit by DOE. Mr. Barras understood that external/parent rates of seconded employees had to be disclosed, per N3B's Proposal in response to the RFP. And Mr. Barras was part of the process to comply. During Mr. Barras's time in that function, N3B had increased the cap of the overall LLCC by $800 million.

436. Within weeks after N3B knew or should have known of Mr. Barras's meeting with DOE-OIG, and weeks of the DOJ and USA-NM's May 29, 2025 CID, and N3B's initial response to that CID in June 2025, N3B began a pattern of harassment and retaliation against Mr. Barras.

437. In July through August 2025, Mr. Barras was required by multiple senior managers to produce and sign a ratification of an unallowable procurement which Mr. Barras was neither the Responsible Line Manager for nor the Subcontract Technical Representative. Mr. Barras responded to this requirement by filling out the required form asserting that this requirement was creating a chilled environment, referring to the contract requirement in C.3.3.5 regarding safety culture, and not signing it on the basis that his actions did not satisfy the conditions of the unauthorized procurement procedure (which were based on similar verbiage from the Federal Acquisition Regulations). Mr. Barras expected that by not signing the form and per the procedure, this would enact a review by N3B General Counsel DeRoma. A meeting occurred between Mr. Barras, Gina Newman, Vince Rodriguez, and Lesie Martinez where Mr. Barras was instructed to revise the form on the understanding that it would not be used against him from an HR perspective (this occurred very soon after Mr. Barras' disciplinary action from Mr. Rodriguez). Contrary to their word, Mr. Barras was reprimanded in his annual performance evaluation by Mr. Rodriguez stating that, "Adam needs to work on being more concise in communicating the results and/or challenges working with support groups and not contradict

direction given outside of his prevue. Adam has struggled in areas where he disagrees with the support groups direction, which has lead to complaints from the support groups, thus working on team communication is essential to his success in FY26."

438. In July 2025, Mr. Barras received a written reprimand from his manager Vince Rodriguez. The reprimand asserted one specific action, "related to a lack of transparency with Vince Rodriguez on June 17, 2025, concerning the provision of misleading information about variance letters regarding a potential delay on SIMR-3." Ultimately, there was no delay to SIMR-3. SIMR-3 was acknowledged as a strength in the annual fee determination by DOE in December of 2025.[29]

439. But then, on October 5, 2025, counsel for Plaintiffs, Trent A. Howell emailed correspondence to N3B's General Counsel, Silas DeRoma, providing notice that he was legal counsel for Plaintiff Owen; that Ms. Owen was preparing to file a lawsuit for FCA retaliation; that Ms. Owen would be asserting her termination had been in retaliation for her speaking out against HII-seconded employee billing practices and for her knowledge relevant and provided in response to the DOJ's May 2025 *CID*; and that Plaintiffs were requesting preservation of all documents and records pertinent to such matters.

440. Aware of imminent FCA retaliation litigation and Mr. Barras's relevant

[29] The DOE view of Human Performance Improvement is established in the handbook on performance improvement (DOE-HNBK-1028-2009). This document is a companion document to contractually required safety requirements. The handbook includes a culpability decision tree to assess if an error was individually driven or driven by organizational error. For Mr. Barras, his actions were likely organizationally induced errors, especially considering that the substitution test section for negligent error requires a NO answer to the question of deficiencies in training, assignment, or experience. Since N3B's Human Resources does not have a process to verify the validity of training, it is suspicious—and evidence of pretext for retaliation—that Mr. Barras would be reprimanded for a latent organizational weakness.

knowledge/potential as a witness, N3B in November 2025 engaged in an act of "anticipatory retaliation" and/or witness deterrence/intimidation against Mr. Barras, cutting his pay by $16,735.40 per year, and in connection therewith tracking him into a position of termination effective April 30, 2026 (which, in turn, was also within weeks of Howell, on April 11, 2026, advising Defendants that he now also was legal counsel for Mr. Barras).[30]

441. While Defendants did not deliver their written termination notice to Mr. Barras until April 28, 2026, that letter is signed and documents a decision to terminate having been made on or by April 15, 2026—within just four days after Mr. Howell's April 11, 2026 letter of representation identified Mr. Barras as an imminent Plaintiff in the current action.

442. By committing to DOE to meet but not, in fact, meeting obligations under the LLCC, and applicable law and regulations, including FAR, the Truth in Negotiations Act ("TINA"), Cost Audit terms, and requirements to document/backup the actual and market rates of seconded employees, including rate, markup, and total compensation, and making fair and accurate claims as to whether such claims were allowable or disallowed; by making representations/certifications, including but not limited to its *2023-2024 Contractor Self-Assessments* to DOE of having met its LLCC requirements, including compliance with all such LLCC terms, laws, and regulations, while not, in fact, doing so; and by thereby receiving a multi-million dollar PBI in 2025; N3B engaged in prohibited acts under 31 U.S.C. § 3729(a)(1)(A), (B), and/or (D).

443. By meeting with DOE-OIG in April 2025 and by raising the concern of N3B

[30] *See Sauers v. Salt Lake County*, 1 F. 3d 1122, 1128 (10th Cir. 1993) (recognizing "anticipatory retaliation" as actionable under Title VII, noting "Action taken against an individual in anticipation of that person engaging in protected opposition to discrimination is no less retaliatory than action taken after the fact").

having committed to DOE to meet but not, in fact, meeting obligations under the LLCC, and applicable law and regulations, including FAR, the Truth in Negotiations Act ("TINA"), Cost Audit terms, and requirements to document/backup the actual and market rates of seconded employees, including rate, markup, and total compensation, and making fair and accurate claims as to whether such claims were allowable or disallowed; Mr. Barras engaged in lawful acts in furtherance of an action under the FCA and/or other efforts to stop a violation of the FCA, for which he was protected against retaliation pursuant to 31 U.S.C. § 3730(h)(1).

E. COMPANY-WIDE RETALIATION POLICY

444. The above events, alone, establish a company-wide pattern and policy of retaliatory behavior. *See Coletti v. Cudd Pressure Control*, 165 F.3d 767, 776 (10th Cir.1999).

445. Plaintiffs through discovery will compile additional "other acts" evidence for presentation as admissible evidence at trial. *Id.; Mendelsohn v. Sprint/United Management Co.*, 466 F.3d 1223, 1226-28 (10th Cir. 2006) (recognizing broader admissibility of "other acts" where company-wide pattern of retaliatory behavior is shown).

446. Because of the breadth of this pattern; the implication of top management such as Mr. Smith, Mr. Edwards, Mr. DeRoma, and Ms. Lundgard; and the direct evidence and avowal of retaliatory motive and intent by individuals such as Mr. Smith (including his May 2024 remarks to Plaintiff Smith, (at or near the onset of Defendants' firing spree); attempted distinctions regarding the identities of individual Plaintiffs' immediate supervisors cease to matter. *Mendelson*, 466 F.3d at 1227 (citing *Equal Employment Opportunity Comm'n v. Horizon/CMS Healthcare*, 220 F.3d 1184, 1198 n. 10 (10th Cir. 2000) (explaining the "same supervisor" rule is not legally relevant to inquiry of whether plaintiff has been the victim of an allegedly discriminatory company-wide policy)).

447. The Supreme Court has made clear plaintiffs alleging statutory retaliation need not plead *McDonnell-Douglas* factors such as facts demonstrating the defendant's purported grounds for termination were but a pretext for retaliation. *See Swierkiewicz v. Sorema N.A.*, 534 U.S. 506, 515 (2002) (discussing inapplicability at the pleading stage of the summary-judgment burden-shifting framework in *McDonnell Douglas Corp. v. Green*, 411 U. S. 792 (1973)).

448. But a further inference of retaliation, inference of causal connection, and pattern and practice proving intent and warranting exemplary damages against Defendants is shown with respect to each Plaintiff in that Defendants with respect to all Plaintiffs invoked termination grounds that were false and rely on false descriptions of conduct or performance. N3B never viewed, identified, or escalated any supposed concern with Plaintiffs' job performances as needing discipline until after they began exercising/advocating protected rights and/or complaining of noncompliance. Even if there is partial accuracy to N3B's accusations against any Plaintiff, the conduct alleged against him or her is not a severe violation, let alone grounds for termination. N3B knowingly omitted context of events to cast Plaintiffs' separations in a false, negative light. N3B gave shifting, inconsistent excuses for changes in Plaintiffs' employment. N3B's purported reasons were not measurable or objective. N3B has been selective and inconsistent with how it applied that standard and/or treated other employees. N3B was selectively harsh in enforcing its rules or standards against persons who have not exercised rights under, advocated for N3B to comply with, or opposed N3B violating, applicable laws. N3B violated and selectively-enforced its own HR policies, as illustrated by: N3B not investigating Plaintiffs' complaints at all; N3B not receiving, documenting, processing, investigating, or resolving Plaintiffs' complaints through neutral, unbiased, disinterested persons with proper training and experience; N3B retaliating against Plaintiffs for invoking the complaint

process; and N3B attempting to intimidate Plaintiffs from further complaints. N3B did not apply or follow generally accepted human resources practices. And even if the technical "decisionmaker" was neutral toward Plaintiffs on the basis of their protected category/opposition, N3B's adverse action rested on persons hostile to Plaintiffs on that basis. So N3B's discipline or termination was tainted by the discriminatory/retaliatory animus of that other, lower, or lateral coworker.

IX. SEPARATE COUNTS

A. BY MS. OWEN

Count 1. FCA Retaliation, 31 U.S.C. § 3730(h)

449. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

450. To state a claim of retaliation, a plaintiff must meet her "burden of pleading facts" that prove (1) she engaged in protected activity, (2) the defendant "had been put on notice" of that protected activity, and (3) the defendant retaliated against the plaintiff "because of" that activity. *Reed*, 923 F.3d at 764; *McBride v. Peak Wellness Ctr., Inc.*, 688 F.3d 698, 704 (10th Cir. 2012); *see also* 31 U.S.C. § 3730(h).

451. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

452. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on

federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

453. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

454. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

455. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.

456. Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

457. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

458. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 2. Conspiring to Deter a Witness, Section 1985(2)

459. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

460. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments. *See* 42 U.S.C. § 1985(2); *Brever v. Rockwell Intern. Corp.*, 40 F. 3d 1119, 1126 (10th Cir. 1994) (reversing dismissal of Section 1985(2) claim).

461. Section 1985(2) protects an individual against harm even before the filing of the federal court proceeding in which she is a potential witness. *See Haddle v. Garrison*, 525 U.S. 121, 122-23 (1998) (reversing dismissal of Section 1985(2) claim and extending Section 1985(2) protection to employee who (a) cooperated with investigating federal agents before an indictment on Medicare fraud and (b) never testified); *Brever*, 40 F.3d at 1123 (extending Section 1985(2) protection to employee who (a) had been summoned to the employer's legal department for interviews following an FBI raid, (b) refused to be interviewed without legal representation, and (c) were subjected to workplace harassment by the employer soon thereafter).

462. Plaintiff was a prospective or potential witness in a federal court proceeding that

had not yet been filed, but was under investigation by federal agents, and in turn foreseeable in connection with DOJ and USA-NM's pending CID.

463. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters. *See* 42 U.S.C. § 1985(2); *Haddle*, *supra; Brever*, *supra*.

464. Cooperation among agents of a corporation to deter a witness's testimony qualifies as a "conspiracy" under Section 1985(2). *See Brever*, 40 F.3d at 126-27 (declining to extend the intracorporate conspiracy doctrine to civil rights claims under Section 1985(2)).

465. Plaintiffs lack detailed knowledge of but are not required to allege the specific communications by which the conspirators reached their agreement. *Id.*, 40 F.3d at 127-28.

466. "[T]he nature of conspiracies often makes it impossible to provide details at the pleading stage and … the pleader should be allowed to resort to the discovery process and not be subject to dismissal of his complaint." *Brever*, 40 F. 3d at 1126 (quoting 5 C. Wright & A. Miller, *Federal Practice & Procedure,* § 1233, at 257 (2d ed. 1990)).

467. Even so, "the sequence of events" alleged is sufficient to allow a jury to "infer from the circumstances that the [conspirators] had a 'meeting of the minds.'" *Id*. (quoting *Adickes v. S.H. Kress and Co.*, 398 U.S. 144, 157, 90 S.Ct. 1598, 1609, 26 L.Ed.2d 142 (1970)).

468. Defendants' treatment of all fifteen Plaintiffs illustrates a pattern, practice, and conscious scheme within top N3B management, as well as a pervasive culture in mid-manager lines of report, to eliminate any employee who spoke up and thereby self-identified as a ready, willing witness on matters of Defendants' contractual and legal noncompliance.

469. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; demoting Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

470. Terminating an individual's employment—even if that employment is "at will"—qualifies as an injury to the "person or property" of a witness under 42 U.S.C. § 1985(2). *Haddle*, 525 U.S. at 125-26.

471. A termination of employment undertaken to "deter" an employee from testifying in a federal court matter violates Section 1985(2). *Id*.

472. Under 42 U.S.C. § 1985(3), Defendants as "conspirators" are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 3. Negligence *per se*, Witness Intimidation

473. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

474. New Mexico recognizes the tort of negligence per se when the following elements are met:

> (1) [T]here must be a statute which prescribes certain actions or defines a standard of conduct, either explicitly or implicitly, (2) the defendant must violate the statute, (3) the plaintiff must be in the class of persons sought to be protected by the statute, and (4) the harm or injury to the plaintiff must generally be of the type the legislature through the statute sought to prevent.

Abeita v. N. Rio Arriba Elec. Coop., 1997-NMCA-097, ¶ 20, 124 N.M. 97, 946 P.2d 1108 (quoting *Archibeque v. Homrich*, 88 N.M. 527, 532, 543 P.2d 820, 825 (1975))

475. New Mexico Statutes forbid intimidating any "person likely to become a witness in any judicial, administrative, legislative, or other official cause or proceeding" in order to prevent or influence/change that testimony. NMSA § 30-24-3(a)(2).

476. New Mexico Statutes forbid intimidating any person "to keep the person from truthfully reporting to a law enforcement officer or any agency of government that is responsible for enforcing criminal laws information relating to the commission or possible commission of a felony offense…." NMSA § 30-24-3(a)(3).

477. Any evidence Plaintiff had of a potential civil FCA violation under 31 U.S.C. § 3729 was also evidence of possible commission of a felony offense under 18 U.S.C. § 287 (the "Criminal FCA"), which carries a potential sentence of five years and is a Class D Felony under 18 U.S.C. § 3559(a)(5).

478. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

479. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

480. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

481. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual

damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 4. Wrongful Discharge – Public Policy

482. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

483. Plaintiff was and is otherwise qualified to perform the essential functions of Ms. Plaintiff's job for Defendants.

484. Plaintiff suffered termination of employment.

485. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA. *See Gutierrez v. Sundancer Indian Jewelry*, 1993-NMCA-156, 117 N.M. 41, 868 P.2d 1266 (Ct. App. 1993) (holding that existence of NMOSHA remedy did not preclude retaliatory discharge

claim).

486. In prior filings, Defendants claimed New Mexico wrongful-discharge/public-policy doctrine does not allow a plaintiff to rely upon a statute that has its own remedial scheme for purposes of establishing the "public policy." And indeed, on some past occasions, this Court made such rulings in cases such as *McDonald v. Corrections Corp. of America*, 181 F.Supp.2d 1274, 1282-83 (D.N.M. 2002), and *Salazar v. Furr's, Inc.*, 629 F.Supp. 1403, 1408 (D.N.M. 1986). But in *Gandy v. Wal-Mart Stores, Inc.*, 872 P.2d 859, 863-64 (N.M. 1994), the New Mexico Supreme Court held that the tort of retaliatory discharge could be maintained even though the source of the claimed public-policy violation was New Mexico's Human Rights Act, NMSA § § 28-1-1 *et seq.*, which provides its own remedies for violations of the statute. The Supreme Court so held despite explicitly mentioning the language in *Salazar*, *supra*, that a cause of action should not be recognized where a remedy other than the retaliatory-discharge tort is available to redress the discharge. 872 P.2d at 860. *Cf. Gutierrez v. Sundance Indian Jewelry*, 868 P.2d 1266, 1274 (N.M. App. 1993) (legislature must be shown to have intended to provide exclusive, rather than parallel, remedy). And since the retaliatory-discharge cause of action is based on New Mexico law, this Court has subsequently addressed and affirmed that in determining the contours of that claim, this Court is bound by the pronouncements of the New Mexico Supreme Court rather than previous decisions from this District. *See Doyle, supra* (citing *County of Santa Fe v. Public Service Co. of New Mexico*, 311 F.3d 1031, 1035 (10th Cir. 2002). In turn, this Court also held, the existence of the remedy provided by the FCA does not preclude the recognition of a claim for retaliatory discharge in violation of public policy, where the basis of the claim is the policy against misuse of federal funds. *Id*.

487. Further, in the first New Mexico case recognizing the tort of retaliatory discharge of an at-will employee, the New Mexico Court of Appeals stated as follows: "[t]hat misuse of public money contravenes state public policy cannot be doubted... New Mexico public policy condemns not only misuse of state money, but misuse of federal money as well." *Vigil v. Arzola*, 1983-NMCA-082, ¶ 35, 102 N.M. 682, 699 P.2d 613 (citations omitted). In *Vigil*, the plaintiff alleged he was fired for reporting misuse of federal funds to his employer's board of directors, and the Court of Appeals determined the plaintiff had identified a specific expression of public policy sufficient to support his retaliatory-discharge claim. *Vigil* is directly on point, and Plaintiffs can identify the "clear mandate of public policy" necessary to support their claims of retaliatory discharge by citing their opposition to Defendants violating not only state but also federal laws, including without limitation the FCA and FAR. *Vigil*, 699 P.2d at 619 (retaliatory-discharge cause of action exists only when employee's discharge violates a clear mandate of public policy).

488. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

489. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

490. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Ms. Owen's various employment roles. *Cf. Lerma v. N.M. Dep't of Corrections*, 2024-NMCA-011, cert. granted ("Our Legislature has defined 'retaliatory action' broadly as 'any discriminatory or adverse employment action against a public employee in the terms and conditions of public employment'") (citing § 10-16C-2(D) NMSA); *Dart v. Westall*, 2018-NMCA-061, ¶ 23, 428 P.3d 292 (concluding the evidence sufficed to support a jury finding of "retaliatory action" under the NMWPA where the defendant reassigned the plaintiff to a new division, "created a hostile work environment, made humiliating comments about him to his colleagues, issued him a substandard work vehicle, and required him to surrender his key to the forensic lab and cease investigating his caseload of crimes against children").

491. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

492. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

493. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the

violation, and litigation costs including but not limited to expert fees.

Count 5. Wrongful Discharge – Implied Contract

494. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

495. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

496. Defendants made assurances to all employees, including Plaintiff, that they would follow generally accepted human resources procedures in disciplining or discharging any employee.

497. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

498. Defendants disciplined, demoted, and terminated Plaintiff in violation of their implied contract(s).

499. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable

time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

500. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

501. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

502. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

B. BY MR. MARTINEZ

Count 6. FCA Retaliation, 31 U.S.C. § 3730(h)

503. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

504. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

505. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and

misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

506. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

507. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

508. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.

509. Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

510. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

511. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 7. Conspiring to Deter a Witness, Section 1985(2)

512. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

513. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

514. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

515. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

516. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 8. Negligence *per se*, Witness Intimidation

517. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

518. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

519. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

520. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

521. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 9. Wrongful Discharge – Public Policy

522. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

523. Plaintiff was and is otherwise qualified to perform the essential functions of Mr. Plaintiff's job for Defendants.

524. Plaintiff suffered termination of employment.

525. Federal and New Mexico statutes contain clear mandates of public policies

against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

526. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

527. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

528. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of

Plaintiff's employment.

529. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

530. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

531. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 10. Wrongful Discharge – Implied Contract

532. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

533. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

534. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

535. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend

against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

536. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

537. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

538. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

539. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

540. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

C. BY MS. BOWLBY

Count 11. FCA Retaliation, 31 U.S.C. § 3730(h)

541. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

542. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

543. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

544. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

545. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

546. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.

547. Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

548. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

549. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 12. Conspiring to Deter a Witness, Section 1985(2)

550. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

551. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

552. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

553. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

554. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 13. Negligence *per se*, Witness Intimidation

555. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

556. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

557. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

558. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

559. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but

not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 14. Wrongful Discharge – Public Policy

560. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

561. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

562. Plaintiff suffered termination of employment.

563. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

564. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures

to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

565. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

566. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Plaintiff's employment.

567. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

568. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

569. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 15. Wrongful Discharge – Implied Contract

570. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

571. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

572. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

573. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

574. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

575. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to

receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

576. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

577. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

578. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

D. BY MS. SANDOVAL

Count 16. FCA Retaliation, 31 U.S.C. § 3730(h)

579. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

580. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

581. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA)

that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

582. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

583. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

584. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.

585. Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

586. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

587. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times

back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 17. Conspiring to Deter a Witness, Section 1985(2)

588. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

589. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

590. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

591. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

592. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 18. Negligence *per se*, Witness Intimidation

593. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

594. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

595. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

596. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

597. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 19. Wrongful Discharge – Public Policy

598. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

599. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

600. Plaintiff suffered termination of employment.

601. Federal and New Mexico statutes contain clear mandates of public policies

against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

602. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

603. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

604. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of

Plaintiff's employment.

605. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

606. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

607. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 20. Wrongful Discharge – Implied Contract

608. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

609. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

610. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

611. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend

against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

612. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

613. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

614. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

615. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

616. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

E. BY MS. GARDUÑO

Count 21. FCA Retaliation, 31 U.S.C. § 3730(h)

617. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

618. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

619. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

620. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

621. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

622. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.

623. Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

624. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

625. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 22. Conspiring to Deter a Witness, Section 1985(2)

626. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

627. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

628. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

629. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

630. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 23. Negligence *per se*, Witness Intimidation

631. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

632. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

633. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

634. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

635. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but

not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 24. Wrongful Discharge – Public Policy

636. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

637. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

638. Plaintiff suffered termination of employment.

639. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

640. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures

to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

641. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

642. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Plaintiff's employment.

643. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

644. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

645. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 25. Wrongful Discharge – Implied Contract

646. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

647. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

648. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

649. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

650. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

651. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to

receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

652. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

653. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

654. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

F. BY MR. BARRAS

Count 26. FCA Retaliation, 31 U.S.C. § 3730(h)

655. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

656. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

657. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA)

that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

658. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

659. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

660. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including without limitation both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards) being "put on notice" of Plaintiff's protected activity.

661. Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

662. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

663. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times

back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 27. Conspiring to Deter a Witness, Section 1985(2)

664. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

665. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

666. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

667. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

668. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 28. Negligence *per se*, Witness Intimidation

669. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

670. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

671. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

672. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

673. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 29. Wrongful Discharge – Public Policy

674. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

675. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

676. Plaintiff suffered termination of employment.

677. Federal and New Mexico statutes contain clear mandates of public policies

against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

678. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Mr. Barras believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed herself as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

679. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

680. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of

Plaintiff's employment.

681. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

682. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

683. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 30. Wrongful Discharge – Implied Contract

684. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

685. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

686. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

687. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend

against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

688. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

689. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

690. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

691. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

692. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

G. BY MS. SANCHEZ

Count 31. FCA Retaliation, 31 U.S.C. § 3730(h)

693. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

694. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

695. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

696. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

697. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

698. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.

699. Because of Ms. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

700. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

701. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 32. Conspiring to Deter a Witness, Section 1985(2)

702. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

703. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

704. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

705. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

706. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 33. Negligence *per se*, Witness Intimidation

707. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

708. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

709. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

710. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

711. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but

not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 34. Wrongful Discharge – Public Policy

712. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

713. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

714. Plaintiff suffered termination of employment.

715. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

716. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures

to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed herself as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

717. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

718. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Plaintiff's employment.

719. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

720. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

721. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 35. Wrongful Discharge, Breach of Implied Contract

722. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

723. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

724. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

725. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

726. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

727. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to

receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

728. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

729. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

730. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

H. BY MR. MAJURE-BARKLEY

Count 36. FCA Retaliation, 31 U.S.C. § 3730(h)

731. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

732. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

733. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA)

that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

734. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

735. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

736. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

737. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

738. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times

back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 37. Conspiring to Deter a Witness, Section 1985(2)

739. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

740. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

741. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

742. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

743. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 38. Negligence *per se*, Witness Intimidation

744. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

745. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

746. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

747. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

748. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 39. Wrongful Discharge – Public Policy

749. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

750. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

751. Plaintiff suffered termination of employment.

752. Federal and New Mexico statutes contain clear mandates of public policies

against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

753. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

754. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

755. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of

Plaintiff's employment.

756. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

757. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

758. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 40. Wrongful Discharge – Implied Contract

759. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

760. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

761. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

762. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend

against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

763. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

764. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

765. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

766. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

767. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

I. BY MR. CALDWELL

Count 41. FCA Retaliation, 31 U.S.C. § 3730(h)

768. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

769. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

770. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

771. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

772. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

773. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

774. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

775. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 42. Conspiring to Deter a Witness, Section 1985(2)

776. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

777. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

778. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

779. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

780. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 43. Negligence *per se*, Witness Intimidation

781. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

782. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

783. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

784. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

785. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but

not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 44. Wrongful Discharge – Public Policy

786. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

787. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

788. Plaintiff suffered termination of employment.

789. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

790. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures

to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

791. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

792. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Plaintiff's employment.

793. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Mr. Caldwell.

794. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

795. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 45. Wrongful Discharge – Implied Contract

796. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

797. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

798. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

799. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

800. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

801. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to

receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

802. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

803. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

804. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

J. BY MR. BROUGHTON

Count 46. FCA Retaliation, 31 U.S.C. § 3730(h)

805. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

806. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

807. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA)

that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

808. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

809. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

810. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

811. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

812. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times

back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 47. Conspiring to Deter a Witness, Section 1985(2)

813. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

814. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

815. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

816. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

817. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 48. Negligence *per se*, Witness Intimidation

818. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

819. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

820. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

821. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

822. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 49. Wrongful Discharge – Public Policy

823. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

824. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

825. Plaintiff suffered termination of employment.

826. Federal and New Mexico statutes contain clear mandates of public policies

against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

827. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

828. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

829. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Mr.

Broughton's various employment roles.

830. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

831. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

832. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 50. Wrongful Discharge – Implied Contract

833. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

834. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

835. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

836. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend

against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

837. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

838. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

839. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

840. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

841. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

K. BY MR. HENDERSON

Count 51. FCA Retaliation, 31 U.S.C. § 3730(h)

842. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

843. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

844. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations; (b) continuing failures of safety policies, training, and practices in connection with DOE's "deep dive," 2023 Assessment arising from the 2022 Heath Stress Incident, the 2023 Safety Programmatic Breakdown, and DOE-OIG's open investigation of Mr. Henderson's March 2023 complaint regarding "Alleged Abuse of Training Funds and Mismanagement;" (c) N3B's acts of retaliation against Mr. Henderson and Mr. Dixon in violation of 31 U.S.C. § 3730(h) as a result of their joint complaints in March 2023 to DOE-OIG; (d) N3B's prior and ongoing false certifications that Maintenance and Construction work had been done by properly qualified and trained staff, and potential federal court proceedings on these matters and FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments; (e) corresponding, materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

845. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

846. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

847. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

848. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

849. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and

lost past and future compensation and benefits, attorney fees and litigation costs.

Count 52. Conspiring to Deter a Witness, Section 1985(2)

850. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

851. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

852. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

853. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

854. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 53. Negligence *per se*, Witness Intimidation

855. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

856. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

857. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

858. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

859. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 54. Wrongful Discharge – Public Policy

860. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

861. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

862. Plaintiff suffered termination of employment.

863. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to

a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

864. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

865. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

866. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Plaintiff's employment.

867. Contravening clear mandates of public policy, Defendants terminated Plaintiff in

a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

868. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

869. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 55. Wrongful Discharge – Implied Contract

870. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

871. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

872. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

873. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of

SCWE standards, or fraud, waste, or abuse.

874. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

875. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

876. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

877. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

878. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

L. BY PLAINTIFF SMITH

Count 56. FCA Retaliation, 31 U.S.C. § 3730(h)

879. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

880. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

881. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations; (b) continuing failures of safety policies, training, and practices in connection with DOE's "deep dive," 2023 Assessment arising from the 2022 Heath Stress Incident, the 2023 Safety Programmatic Breakdown, and DOE-OIG's open investigation of Mr. Henderson's March 2023 complaint regarding "Alleged Abuse of Training Funds and Mismanagement;" (c) N3B's acts of retaliation against Mr. Henderson and Mr. Dixon in violation of 31 U.S.C. § 3730(h) as a result of their joint complaints in March 2023 to DOE-OIG; (d) N3B's prior and ongoing false certifications that Maintenance and Construction work had been done by properly qualified and trained staff, and potential federal court proceedings on these matters and FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments; (e) corresponding, materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

882. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

883. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

884. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being

885. "put on notice" of Plaintiff's protected activity.

886. Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

887. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

888. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times

back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 57. Conspiring to Deter a Witness, Section 1985(2)

889. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

890. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOE's 2023 Assessment arising from the 2022 Heath Stress Incident, the 2023 Safety Programmatic Breakdown, DOE-OIG's open investigation of Mr. Henderson's March 2023 complaint regarding "Alleged Abuse of Training Funds and Mismanagement," N3B's open investigation of union subcontractors complaints of work and safety conditions, N3B's prior and ongoing false certifications that Maintenance and Construction work had been done by properly qualified and trained staff, and potential federal court proceedings on these matters and FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

891. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

892. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

893. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited

to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 58. FMLA Interference/Retaliation

894. Plaintiff Smith repeats and realleges the preceding allegations as though again herein fully set forth.

895. All Defendants are an "employer" within the meaning of 29 U.S.C § 2611(4).

896. All Defendants were, or acted directly or indirectly in the interest of, Ziegler's "employer" within the meaning of 29 U.S.C § 2611(4)(a).

897. All Defendants was engaged in commerce or in any industry or activity affecting commerce within the meaning of 29 U.S.C § 2611(4)(a).

898. All Defendants employed 50 or more employees for each working day during 20 or more calendar workweeks in 2023 or 2024 within the meaning of 29 U.S.C § 2611(4)(a).

899. All Defendants acted directly or indirectly in the interest of "the employer," because they:

a. have the power to hire and fire employees;

b. supervise and control employee work schedules or conditions of employment;

c. determine the rate and method of payment; and/or

d. maintain employment records.

900. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's position.

901. At the time Defendants terminated Plaintiff, Plaintiff had a "serious health condition" under 29 U.S.C § 2611(11).

902. At all times in 2024, Plaintiff was an "eligible employee" within the meaning of 29 U.S.C § 2611(2).

903. At all times in 2024, Plaintiff had been employed at least 12 months by Defendants within the meaning of 29 U.S.C § 2611(2).

904. At all times in 2024, Plaintiff had at least 1, 250 hours of service for Defendants during the previous 12-month period within the meaning of 29 U.S.C § 2611(2).

905. At all times in 2024, Plaintiff was entitled to and had not exhausted 12 workweeks of leave pursuant to 29 U.S.C § 2612(a)(1).

906. As of June 11, 2024, Plaintiff had given notice to Defendants that Plaintiff was seeking FMLA paperwork to request future, additional days of leave pursuant to 29 U.S.C § 2612(a)(1).

907. Because the FMLA requires an employee to provide his employer "not less than 30 days' notice" before taking leave for foreseeable medical treatment, 29 U.S.C. § 2612(e)(2), giving such notice reasonably must be and is "protected activity" for purposes of an FMLA retaliation claim. *See Wehrley v. Amer. Fam Mut. Ins. Co.*, No. 12-1079 (10th Cir. January 3, 2013) (citing *Pereda v. Brookdale Senior Living Communities, Inc.*, 666 F.3d 1269, 1276 n.8 (11th Cir. 2012); *Erdman v. Nationwide Ins. Co.*, 582 F.3d 500, 509 (3d Cir. 2009); *Skrjanc v. Great Lakes Power Serv. Co.*, 272 F.3d 309, 314 (6th Cir. 2001) ("The right to take . . . leave pursuant to the FMLA includes the right to declare an intention to take such leave in the future.")).

908. Defendants willfully interfered with, restrained, and denied Plaintiff's exercise of and attempt to exercise FMLA rights within the meaning of 29 U.S.C § 2615. Plaintiff suffered tangible, adverse employment actions, including but not limited to that Defendants terminated the employment of Plaintiff effective June 2024.

909. On such bases, Defendants committed:

a. willful interference with Plaintiff's exercise of FMLA rights in violation of 29 U.S.C § 2615(a)(1); and

b. willful discrimination against Plaintiff in violation of 29 U.S.C § 2615(a)(2).

910. Under 29 U.S.C § 2617, Defendants are liable to Plaintiff:

a. for damages equal to—

i. the amount of any wages, salary, employment benefits, or other compensation denied or lost to Plaintiff by reason of the violation

ii. the interest on the amount described in clause (i) calculated at the prevailing rate;

iii. an additional amount as liquidated damages equal to the sum of the amount described in clause (i) and the interest described in clause (ii);

b. for such equitable relief as may be appropriate, including employment, reinstatement, and promotion; and

c. reasonable attorney fees, and litigation costs including but not limited to expert fees.

911. Pursuant to 29 U.S.C § 2617(c), this action has been brought less than 2 years after June 13, 2024—the date on which Defendants terminated Plaintiff.

Count 59. Negligence *per se*, Witness Intimidation

912. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

913. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

914. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

915. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

916. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 60. Wrongful Discharge – Public Policy

917. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

918. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

919. Plaintiff suffered termination of employment.

920. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to

a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

921. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

922. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

923. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Plaintiff's various employment roles.

924. Contravening clear mandates of public policy, Defendants terminated Plaintiff in

a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

925. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

926. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 61. Wrongful Discharge – Implied Contract

927. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

928. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

929. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

930. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of

SCWE standards, or fraud, waste, or abuse.

931. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

932. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

933. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

934. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

935. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

M. BY MR. DONNAN

Count 62. FCA Retaliation, 31 U.S.C. § 3730(h)

936. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

937. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

938. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

939. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

940. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

941. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.

942. Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

943. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

944. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 63. Conspiring to Deter a Witness, Section 1985(2)

945. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

946. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

947. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

948. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

949. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 64. Negligence *per se*, Witness Intimidation

950. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

951. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

952. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

953. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

954. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but

not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 65. Wrongful Discharge – Public Policy

955. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

956. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

957. Plaintiff suffered termination of employment.

958. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

959. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures

to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

960. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

961. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Plaintiff's various employment roles.

962. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

963. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

964. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 66. Wrongful Discharge – Implied Contract

965. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

966. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

967. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

968. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

969. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

970. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to

receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

971. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

972. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

973. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

N. BY MR. DIXON

Count 67. FCA Retaliation, 31 U.S.C. § 3730(h)

974. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

975. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

976. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations; (b) continuing failures of safety policies, training, and practices in connection with DOE's "deep dive," 2023 Assessment arising

from the 2022 Heath Stress Incident, the 2023 Safety Programmatic Breakdown, and DOE-OIG's open investigation of Mr. Henderson's March 2023 complaint regarding "Alleged Abuse of Training Funds and Mismanagement;" (c) N3B's acts of retaliation against Mr. Henderson and Mr. Dixon in violation of 31 U.S.C. § 3730(h) as a result of their joint complaints in March 2023 to DOE-OIG; (d) N3B's prior and ongoing false certifications that Maintenance and Construction work had been done by properly qualified and trained staff, and potential federal court proceedings on these matters and FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments; (e) corresponding, materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

977. Plaintiff by the above acts was conducting and was known by Defendants to be conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

978. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

979. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of

noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.

980. Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

981. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

982. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 68. Conspiring to Deter a Witness, Section 1985(2)

983. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

984. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

985. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

986. Defendants caused Plaintiff "injury" for such improper purpose, including but not

limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

987. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 69. Negligence *per se*, Witness Intimidation

988. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

989. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

990. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

991. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

992. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff

would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 70. Wrongful Discharge – Public Policy

993. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

994. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

995. Plaintiff suffered termination of employment.

996. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

997. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against

strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

998. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

999. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Plaintiff's various employment roles.

1000. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily discrediting and refusing to hear out counterpoints by Plaintiff.

1001. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

1002. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 71. Wrongful Discharge – Implied Contract

1003. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

1004. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

1005. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

1006. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

1007. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

1008. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

1009. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

1010. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

1011. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

O. BY MR. ARCHIBEQUE

Count 72. FCA Retaliation, 31 U.S.C. § 3730(h)

1012. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

1013. Within the meaning of 31 U.S.C. § 3730(h)(1), Plaintiff was an "employee, contractor, or agent" of Defendants.

1014. Plaintiff by the above acts engaged and was known by Defendants to have engaged in internal opposition, complaints, and efforts to stop what Plaintiff personally, actually, and reasonably believed were (a) noncompliance with LLCC terms and legal standards on federal acquisition, contracting, employment, and ESH, including but not limited to RCRA, EPA, and OSHA standards, and NMED/HWB regulations, and (b) materially false and misleading CSA certifications and material omissions of disclosure ("claims" under the FCA) that N3B made to DOE in 2024 and 2025 to receive millions of dollars of Award Fees.

1015. Plaintiff by the above acts was conducting and was known by Defendants to be

conducting internal investigations, reporting to supervisors or compliance officers; refusing to take part in actions that would result in; taking actions that were or could be in aid of the ongoing DOJ CID or other existing or potential FCA proceedings (regardless whether such lawsuits had yet been filed) regarding; and taking steps to stop Defendants from committing or engaging in efforts to stop what Plaintiff in good faith, objectively, and reasonably believed amounted to false "claims," "records," "statements," or "retentions" of payments by Defendants under the FCA.

1016. Plaintiff was not a "compliance employee" with job duties including "investigating fraud."

1017. In turn, Defendants' "knowledge" of Plaintiff internally protesting these issues of noncompliance and misleading reporting, itself, amounted to Defendants (including both N3B and HII/HIIN by and through Mr. Smith and N3B and BWXT/BTSG by and through Robert Edwards and Nichole Lundgard) being "put on notice" of Plaintiff's protected activity.Because of Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein, Defendants retaliated against Plaintiff in terms and conditions of employment with harassment, demotion, and termination, and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

1018. Plaintiff's lawful acts to stop Defendants from defrauding the government as alleged herein were a motivating and but-for cause for Defendants' adverse employment actions.

1019. Under 31 U.S.C. § 3730(h), Defendants are liable to Plaintiff for two (2) times back pay plus interest and special damages, including but not limited to emotional distress and lost past and future compensation and benefits, attorney fees and litigation costs.

Count 73. Conspiring to Deter a Witness, Section 1985(2)

1020. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

1021. Defendants knew Plaintiff was a "witness" with information material to DOE's "deep dive," DOJ and USA-NM Ellison's pending CID, and potential federal court FCA matters regarding Defendants' false records, claims, and representations as to Defendants' entitlement to LLCC cost-reimbursement, contract, and bonus payments.

1022. Defendants, through and with above-named corporate agents, "conspired," reached a meeting of minds, and attempted to "deter testimony" of Plaintiff by intimidating Plaintiff from testifying as a witness on these matters.

1023. Defendants caused Plaintiff "injury" for such improper purpose, including but not limited to making adverse changes in the terms and conditions of Plaintiff's employment by harassing Plaintiff; terminating Plaintiff's employment; and knowingly doing so in a mean-spirited, deliberately injurious, and mentally distressing manner.

1024. Under 42 U.S.C. § 1985(2), Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, attorney fees pursuant to 42 U.S.C. § 1988, and litigation costs including but not limited to expert fees.

Count 74. Negligence *per se*, Witness Intimidation

1025. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

1026. Defendants violated both NMSA § 30-24-3(a)(2) and NMSA § 30-24-3(a)(3) by

terminating Plaintiff's employment in order to (a) prevent or influence Plaintiff's testimony as a witness and (b) keep Plaintiff from being identified by, interacting with, and truthfully reporting to the DOJ and USA-NM Ellison on their pending CID and potential FCA court actions.

1027. Plaintiff is within the class of persons NMSA § 30-24-3 sought to protect.

1028. The harm and injury Plaintiff suffered (intimidation, personal injury, emotional distress, and economic coercion/loss) is the type the legislature sought to prevent with NMSA § 30-24-3.

1029. Under the law of Negligence Per Se, Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 75. Wrongful Discharge – Public Policy

1030. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

1031. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

1032. Plaintiff suffered termination of employment.

1033. Federal and New Mexico statutes contain clear mandates of public policies against the practices in which Defendants engaged, including potential underbidding/"buying in" vis-à-vis the Proposal in violation of FAR; reprisals against contractor employees for reporting to a "federal employee responsible for contract … oversight or management" or a "management

official or other employee of the contractor" regarding a "violation of law, rule, or regulation related to a Federal contract" under 41 U.S.C. § 4712; the submission of false claims under FCA; the failure to apply generally accepted human resources practices to disciplinary and termination processes, which could result in and/or be designed as pretext for discrimination and retaliation under the New Mexico Human Rights Act and all federal employment discrimination statutes; and failures to maintain a safe work environment under SCWE, OSHA, and NMOSHA.

1034. Plaintiff by the above complaints and opposition to Defendants' employment, security, privacy, and health and safety laws and standards applicable to Defendants' work for and at DOE/NNSA's LANL, communicated to Defendants information about actions or failures to act that Plaintiff believed in good faith to constitute an unlawful or improper acts against strong federal and/or New Mexico public policies (as set forth in legislations including FAR, FCA, and SCWE); provided information to and revealed Plaintiff as prepared to testify as part of public agency investigations or inquiries (including but not limited to DOJ's FCA CID) of such unlawful or improper acts; and objected to or refused to participate in an activity, policy or practice that constitutes an unlawful or improper act in violation of such public policies.

1035. Plaintiff undertook such opposition to Defendants' noncompliance not out of selfish interest or to advance personal interest, but to serve the public good and public interest.

1036. Defendants took retaliatory actions against Plaintiff for these reports in the form of a hostile work environment, demotions, and both constructive and actual terminations of Plaintiff's various employment roles.

1037. Contravening clear mandates of public policy, Defendants terminated Plaintiff in a retaliatory fashion, arbitrarily crediting false claims of conflicted employees, while arbitrarily

discrediting and refusing to hear out counterpoints by Plaintiff.

1038. On such bases, Defendants committed wrongful/retaliatory discharge in violation of public policy under the common law of New Mexico.

1039. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

Count 76. Wrongful Discharge – Implied Contract

1040. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

1041. Plaintiff was and is otherwise qualified to perform the essential functions of Plaintiff's job for Defendants.

1042. Defendants made assurances to all employees, including Plaintiff, that it would follow generally accepted human resources procedures in disciplining or discharging any employee.

1043. Defendants engaged in promises, representations, or conduct sufficiently specific to create a reasonable expectation in Plaintiff's mind that they would terminate Plaintiff's employment (a) for particular cause; (b) if based on alleged misconduct, only doing so after first (i) conducting a reasonable investigation, and (ii) giving full and fair opportunity to defend against such allegations; and (c) not in retaliation for noting or opposing perceived or potential unethical or illegal business practices, occupation or environmental risks to ESH, violations of SCWE standards, or fraud, waste, or abuse.

1044. Defendants disciplined, demoted, and terminated Plaintiff in violation of its implied contract(s).

1045. Defendants did not perform a reasonable investigation under the circumstances, for reasons including, but not limited to, not communicating openly and fairly about the purpose and subjects of the investigation, the process that it would involve, the time period over which it had begun or would continue, and any employee rights to oppose or seek further review of its ultimate findings; not giving reasonable advance notice of the allegation; not giving a reasonable time after that first notice in which to defend against Defendants' false allegations; refusing to receive or to consider clear facts contradicting its supposed need/basis for termination; and not reasonably probing or weigh the ulterior motives of other employees to raise false claims.

1046. For the same reasons, Defendants did not have reasonable basis to believe that grounds for the discipline exist.

1047. On such bases, Defendants committed wrongful/retaliatory discharge in violation of its implied contract under the common law of New Mexico.

1048. Defendants are liable to Plaintiff for actual damages, including but not limited to back pay, front pay, lost employee benefits including but not limited to retirement benefits, reinstatement to the position and seniority status Plaintiff would have had but for the violation, compensation for special damages including emotional distress sustained as a result of the violation, and litigation costs including but not limited to expert fees.

X. PUNITIVE DAMAGES

1049. Plaintiffs incorporate each paragraph of this Complaint as if fully set forth herein.

1050. Through one or more of the above Counts, Plaintiffs can each state a cause of

action under which he or she would be entitled to compensatory or nominal damages against Defendants. See Sanchez v. Clayton, 117 N.M. 761, 877 P.2d 567, 573 (1994) (finding that plaintiff who thus states any such cause of action may pursue punitive damages based on an appropriately culpable mental state); President and Fellows of Harvard College v. Elmore, 222 F. Supp. 3d 1050, 1066 (D.N.M. 2016) (citing Sanchez).

1051. While engaging in each of the violations of law, retaliating, and terminating Plaintiffs, Defendants—through its highest executive officers, who scienter imputes to Defendants—acted in bad faith, recklessly, dishonestly, maliciously, willfully, and/or wantonly.

1052. Punitive damages are appropriate to punish Defendants and to deter others from the commission of like offenses.

XI. PRAYER FOR RELIEF

1053. WHEREFORE, Plaintiffs request that the Court find Defendants are liable and order Plaintiffs be awarded the damages and relief herein referenced, including but not limited to unpaid or underpaid wages; back and front pay and benefits; two (2) times their back pay; pre- and post-judgment interest as permitted by law; emotional distress; costs and reasonable attorneys' fees; punitive damages; and any such other and further relief as the Courts deems just and proper.

XII. JURY DEMAND

1054. Plaintiffs hereby demand trial by jury on all issues so triable.

Filed this day of Monday, June 15, 2026.

Respectfully Submitted,

-/s/ - Trent A. Howell –
Electronically filed & signed-
Attorney Trent A. Howell
P.O. Box 2304
Santa Fe, New Mexico 87504
trent@trentahowell.com
(505) 919-9158
Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served on all counsel of record in this case via ECF/email on June 15, 2026.

-/s/ - Trent A. Howell –
Electronically filed & signed-
Attorney Trent A. Howell

EXHIBIT 1

FY 2025
Environmental Management, Los Alamos Field Office
Fee Determination Scorecard

Contractor: Newport News Nuclear BWXT (N3B)-Los Alamos, LLC
Contract: Los Alamos Legacy Clean Up Contract (LLCC)
Contract Number: 89303318CEM000007
Award Period: 10/1/2024–9/30/2025
Basis of Evaluation: Performance Evaluation and Measurement Plan Fiscal Year (FY) 2025

Award Fee Scorecard:

The Total Available Award Fee has two components of fee: (1) adjectival (subjective) award-fee and (2) performance-based incentive (PBI) (objective) award-fee. The criteria for each are established for every evaluation period within the Contract Period of performance (Base Period, Option Period 1, and Option Period 2). The Total Available Award Fee for FY 2025 Evaluation Period is split Adjectival Award Fee (30%) and PBI Award Fee (70%). Each evaluation period aligns with the Government FY evaluation period. The total available award fee for this reporting period is $16,732,590.00. The total award fee earned is $15,818,909.59 (95%), comprised of subjective award fee at $4,106,177.59 (82%) and objective award fee at $11,712,813.00 (100%).

Overall FY 2025 Award Fee Earned

Category	% Value	Max Value	% Earned	$ Earned	$ Unearned
Objective	70%	$11,712,813.00	100%	$11,712,813.00	$0.00
Subjective	30%	$5,019,777.00	82%	$4,106,177.59	$913,599.41
OVERALL	100%	$16,732,590.00	95%	$15,818,909.59	$913,599.41

In summary, N3B's performance during the subject award period was rated as Very Good.

Subjective Award Fee Criteria Summary Table

Criteria		Maximum Available Fee	Adjectival Rating	Earned Fee	
				Percentage	Fee Amount
Quality		$752,967.00	Very Good	80%	$602,373.24
Safety & Security		$1,003,955.00	Very Good	88%	$883,480.75
Schedule		$752,967.00	Good	72%	$542,135.92
Cost Control		$752,967.00	Very Good	88%	$662,610.56
Management		$1,003,955.00	Very Good	84%	$843,322.54
Regulatory Compliance		$752,967.00	Very Good	76%	$572,254.58
TOTAL		$5,019,777.00		82%	**$4,106,177.59**

EXHIBIT 1

Strengths:

- Pivoted to support NNSA's successful depressurization of four (4) flanged tritium waste containers that had been stored in EM-LA's operationally controlled area at TA-54, Area G
- Exceeded TRU waste shipping goal by over 3x despite extended outage of HERTR
- Initiated & completed drilling of the SIMR-3 well ahead of schedule
- Received approval for 196 Certificates of Request from NMED
- Significantly Improved safety performance to lower DART/TRC rates below contract threshold goals for the entire performance period (first time in contract history)
- Successfully expanded partial operations of the Chromium Interim Measure to 24/7 operations & resumed extraction at CrEX-4
- Exceeded LLW/MLLW shipping goal
- Provided significant support for the deferment of MDA-C
- Transitioned to support the optimization of the TA-54, Area G DSA/TSRs
- Implemented a variety of meaningful cost efficiency actions to reduce costs

Opportunities for Improvement:

- Continued enhancement of Environmental Remediation program
- Strengthening strategic messaging & public communications
- Boosting timeliness & quality of some deliverables to EM-LA

Objective Award Fee Criteria Summary Table

PBI #	Performance Based Incentive (PBI)	Maximum Available Fee	Earned Fee
25-001	Execute Waste Isolation Pilot Plant (WIPP) TRU Waste Shipments	$2,342,562.60	$2,342,562.60
25-002	Disposition M/LLW	$585,640.65	$585,640.65
25-003	Complete 2016 Compliance Order on Consent (Consent Order) Appendix B FY2025 Milestones	$6,442,047.15	$6,442,047.15
25-004	Complete 100% of all Plan of Actions and Milestones (POAMs) in accordance with DOE requirements on time or ahead of schedule	$2,342,562.60	$2,342,562.60
	TOTAL	$11,712,813.00	**$11,712,813.00**

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Attorney Trent A. Howell
Employment & Whistleblower Litigation

October 5, 2025

Via e-mail
Silas M. DeRoma, General Counsel
Newport News Nuclear BWXT-Los Alamos, LLC ("N3B")
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(505) 538-5800

Re: *Tashia Owen & Edward Martinez adv. N3B*

Dear Mr. DeRoma:

Please accept this correspondence as notice of my legal representation of both Tashia Owen ("Ms. Owen"), a former Chief of Staff whom N3B terminated on or about August 26, 2025 (effective September 30, 2025), and Edward Martinez ("Mr. Martinez"), a former Radiation Control Technician 5 ("RCT5") whom N3B terminated on or about July 24, 2025.[1]

Ms. Owen and Mr. Martinez hired me as legal counsel because N3B terminated them both soon after they opposed and refused to participate in N3B's noncompliance with employment, security, privacy, and health and safety laws and standards, suggesting both terminations are cases of wrongful/retaliatory discharge. *See Anderson v. Coors Brewing Co.*, 181 F.3d 1171, 1179 (10th Cir. 1999) (discussing 1 ½ half months between protected activity and an adverse employment action, by itself, establishing causation); *Marx v. Schnuck Mkts., Inc.*, 76 F.3d 324, 329 (10th Cir. 1996) (noting "close temporal proximity" standard should not be interpreted too narrowly where retaliatory actions began quickly after the employee's protected report or opposition). Further, through its false description of the terminations—within N3B and, we believe, the Department of Energy ("DOE") contracting community—N3B blackballed Ms. Owen and Mr. Martinez from alternative employment with other DOE/LANL contractors, through which they might otherwise mitigate their employment losses.

N3B's actions have caused Ms. Owen and Mr. Martinez substantial damages, including wage losses which, alone, are accruing at $270,698.48 (plus employee benefits)/year for

[1] To be clear, N3B also employed and still employs an "Edward J. Martinez" as a Supervisor in its work at Los Alamos National Laboratory ("LANL"). But to avoid confusion in this correspondence, I will refer to that Supervisor as "Edward J" and to my client as "Mr. Martinez."

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Ms. Owen since August 26, 2025 and $110,561.76 (plus employee benefits)/year for Mr. Martinez since July 24, 2025.

While you and other N3B upper management know of and ratified these actions, I am providing this written summary to for a clear record for anyone who may care to investigate, to confirm N3B has not provided any grievance/arbitration process as to these issues, and, nonetheless, to provide N3B a final opportunity to rectify these wrongful terminations before we proceed to formal claims and/or litigation.

Regarding Edward Martinez

Mr. Martinez loyally served N3B seven years, first as a Senior Radiation Control Technician ("RCT") RCT and later as an RCT5, the highest level of RCT. But N3B terminated Mr. Martinez soon after he raised health and safety concerns N3B was not addressing. Many of the issues Mr. Martinez raised implicate DOE Safety Conscious Work Environment ("SCWE") requirements embodied in DOE Order 442.1A and reinforced by 10 C.F.R. Parts 708 and 851. DOE requires its contractors to maintain a Safety Conscious Work Environment under Order 442.1A. As a federal contractor, N3B must comply with these standards, can face penalties (fines, lost award fees, adverse performance ratings) for noncompliance, and has been scrutinized for past failures such as the September 8, 2022 heat stress incident. Yet N3B continues systemic deficiencies despite claiming progress in 2023. And the June 2025 Dome 229 contamination incident, discussed below, illustrates that.

It is startlingly clear that N3B immediately sought to silence Mr. Martinez when—as noted below—he called a roundtable discussion for safety purposes. N3B retaliated against employees who raised concerns. And given the ongoing federal oversight, N3B was aware Mr. Martinez's concerns, if allowed to surface, could subject it to further and increased SCWE penalties.

On or about May 19, 2025, Mr. Martinez raised an issue of the secondary containment in Bldg. 412. The tent used as a secondary containment is very old and needs to be replaced. N3B had been talking about replacing the tent for at least a year but still had not done so. N3B Management said they had a commitment to DOE to replace it within a few months but still did not replace it. Mr. Martinez raised this as a safety concern because of the expiration date given on the tents.

On or around May 19, 2025, Mr. Martinez also called a pause work on operations in Dome 231 because integrity was questionable when water leaked into secondary

containment. The issue was tape coming off the ceiling and needing replacement. Mr. Martinez had brought the concern to HR and management months earlier, but N3B still had not addressed it. When water leaked in May, Mr. Martinez called a pause work until the issue could get resolved. Mr. Martinez's concern was that if there were a radiological airborne incident, the workers outside were unprotected. N3B ran a smoke test to make sure ventilation was adequate. It was not a desirable resolution but was adequate.

When contamination was first detected on waste containers in Dome 153, N3B called Mr. Martinez to provide support for tape removal. Mr. Martinez questioned Edward J. on why N3B did not have air monitoring or post the items as a Contamination Area.

On or about June 2025 a smoke test was done in the secondary containment in dome 231 to determine if operations can be performed with the roll up door open. It was decided that the roll up door needs to stay closed because of lack of ventilation, and because continuous air monitors were taken offline in cell#1. The roll up door got stuck in the up position weeks after and operations continued with no air monitoring in cell#1. Mr. Martinez raised this as a safety concern, but the problem never got fixed. Operations continue there, opening waste containers with high levels of contamination, without investing funds to have a safe working facility.

On June 5, 2025 a spread of contamination occurred in Dome 229. Brandon Fryer (Manager, "Fryer"), Edward J. (Supervisor), and Brad Nelsen (Health Physicist, "Nelsen") instructed Julia Naranjo (RCT, "Naranjo") to enter a posted Contamination Area with no Personal Protective Equipment ("PPE"). Mr. Martinez voiced concern to Edward J. that this was against procedure. Mr. Martinez told Edward J. that the group needed to sit down and discuss what happened.

Also on June 5, 2025, Mr. Martinez questioned Edward J. about needing to sign a Radiological Work Permit to enter dome 229 before conducting investigational surveys for contamination. Edward J. advised Mr. Martienz there was no need to sign the permit. Edward J. said it was covered under procedures, though Mr. Martinez discovered this was false. Edward J. instructed Naranjo and Mr. Martinez to enter a Contamination Area without signing the proper documents.

On June 5, 2025, before entering Dome 229, Mr. Martinez asked Edward J. if he should perform a light decon on the rim of the waste container if needed, and Edward J. replied no, because the facility was not set up for deconning. However, later that day, Edward J. instructed Donavan Salazar to go decon containers, contradicting his prior statement.

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On June 9, 2025, Mr. Martinez called Fryer and requested a roundtable discussion with management, to include David Wirkus (Program Director, "Wirkus"), Nelsen, and Naranjo. The requested meeting never took place because N3B preemptively placed Mr. Martinez on administrative leave with pay on June 16, 2025 for purported "failure to perform job duties." N3B falsely accused Mr. Martinez of not surveying Nelsen out of an area. In truth, another technician who was assisting Mr. Martinez, Chris Diaz (RCT, "Diaz"), did survey out Nelsen at the time and from the area in question. At that time, there were 8 or 9 total individuals exiting, and Mr. Martinez did perform his job duties by surveying out those individuals, while Diaz did the same with Nelsen. Further, Mr. Martinez had Diaz survey out Nelsen to defuse tensions initiated by Nelsen. Nelsen earlier that day had made negative remarks about Mr. Martinez, stating he (Nelsen) "does not deal with stupidity" in response to Mr. Martinez seeking clarification on an unclear memorandum Nelsen wrote on process for surveying waste containers. Nelsen made that comment in front of Diaz, Donavan Salazar (RCT), Daniel Padilla (RCT), Jose Griego (RCT), and Estrella Lopez (Supervisor). Having in the meanwhile become aware of Nelsen's aspersions, Mr. Martinez asked Diaz to survey Nelsen out for the purpose of de-escalating and avoiding conflict.

On July 24, 2025, N3B purported to terminate Mr. Martinez simply as being "at-will." However, Brian Summers (HR, "Summers") separately advised Mr. Martinez the cause was a purported incident on May 13, 2025 of Mr. Martinez not signing a shift order before entering the area. Further, in truth, N3B never documented or clarified this supposed issue with Mr. Martinez. It never gave Mr. Martinez an opportunity to understand and explain any particulars of the supposed incident. And Mr. Martinez disputes that it occurred, or that he on any occasion entered an area except properly and/or as specifically directed or confirmed by supervisors such as Edward J. In general, an RCT may not need to sign all shift orders. Without N3B specifying the job assignment and shift order in question, it would be impossible for either N3B or Mr. Martinez to assess whether he was assigned to those job duties that day. And the supposed concern with whether Mr. Martinez, alone, signed a shift order for a particular area on a particular day appears targeted, rather than part of a general audit, given that others are known to fail to sign orders at times, and yet no others appear to have been terminated over this concern.

This sequence with Mr. Martinez, unfortunately, fits a pattern within N3B Human Resources, which has a reputation of lacking competence and integrity. Individuals conducting employee investigations have neither formal training nor prior experience conducting formal investigations. Investigations and findings rest on unsubstantiated

and doubtful allegations. A disproportionate amount result in termination for cause or forced resignation in lieu of termination. And this appears to be a designed practice to address budgetary shortfalls. Furthermore, N3B HR fails to consistently apply its own policies and procedures. And top level-executive management are aware and have recognized HR has demonstrated unethical behavior.

As noted from the outset, the temporal proximity (less than two months) between Mr. Martinez's complaints and N3B's termination is, alone, sufficient to establish a causal connection. But as shown immediately above, N3B's supposed excuse for termination is also revealed as a mere pretext for retaliation, because it is false and/or relies upon false accusations against Mr. Martinez and false descriptions of his conduct. *See Kendrick v. Penske Transp. Servs., Inc.*, 220 F.3d 1220, 1230 (10th Cir. 2000) (a plaintiff my prove pretext by producing evidence that "the defendant's stated reason for the adverse employment action was false,"); *Reeves v. Sanderson Plumbing Prods., Inc.*, 530 U.S. 133, 147 (2000) (from the falsity of Defendants' explanation, the Court "can reasonably infer . . . that [Defendants are] dissembling to cover up a [retaliatory] purpose").

N3B's supposed excuse for termination is also pretextual because N3B has changed its story on why it terminated Mr. Martinez. *See Timmerman v. U.S. Bank, N.A.*, 483 F.3d 1106, 1113 (10th Cir. 2007) ("An employee may show pretext based on `weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions' in the employer's claimed legitimate, non-discriminatory reason such that a rational trier of fact could find the reason unworthy of belief.")

N3B's supposed rationale for terminating Mr. Martinez is also pretextual because there is no explanation why it took N3B over 2 ½ months to decide whatever occurred on May 13, 2025 was an offense warranting termination of Mr. Martinez. And instead, it seems quite clear N3B only decided to light upon this supposed basis for discipline ***after*** Mr. Martinez (from May 19, 2025 through June 9, 2025 noted and raised several health and safety violations by N3B. *See Metzler v. Fed. Home Loan Bank*, 464 F.3d 1164, 1174 (10th Cir. 2006) (explaining that "evidence of pretext may include [evidence of an employer's] prior treatment of plaintiff").

And N3B's supposed excuse for termination is pretextual because N3B broad-stroked an allegation against Mr. Martinez, knowingly omitting key context, casting Mr. Martinez in a false, negative light, and depriving him of details that would allow him to defend against the allegation in proper context. *See Smothers v. Solvay Chems., Inc.*, 740 F.3d 530, 542 (10th Cir. 2014) (finding fundamental unfairness and inadequacy of employer's

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investigation—including the decision makers deliberately preventing plaintiff from defending his actions and reaching their conclusions based on one-sided information—permitted jury to infer pretext and precluded summary judgment).

Regarding Tashia Owen

Ms. Owen has a 32-year, distinguished career, working for National Nuclear Security Administration ("NNSA"), LANL, and DOE N3B federal contractors. She had 25 years at LANL and senior/executive roles at N3B (HR Director, Chief of Staff, Deputy Program Manager). In her career, she had no written performance warnings, corrective actions, or Performance Improvement Plans. And employers, including N3B, trusted her with high-level leadership assignments, affirming her performance.

Ms. Owen loyally served N3B for over seven years, starting as HR Manager on May 11, 2018, and then promoting to HR Director on September 16, 2019, and Chief of Staff on September 21, 2021, remaining in the position until February 17, 2025. But again, N3B began reacting negatively toward Ms. Owen as she over time raised compliance concerns N3B was not addressing. And this culminated in N3B's termination of her employment.

In January 2020, Ms. Owen first began perceiving a culture of non-compliance. Ms. Owen raised concerns to N3B's General Counsel and CFO about wrongful billing of HII seconded employees, which posed potential violations of the federal False Claims Act ("FCA"). While N3B's General Counsel acknowledged the issue, N3B then cut Ms. Owen out of further discussions. The HII CFO directed Ms. Owen to submit forms inconsistent with contract requirements. And instead of a neutral review, the concern was controlled by the very executives implicated in the practice.

In the period from 2023 to 2025, Ms. Owen made Employee Concerns Program ("ECP") complaints, covering abusive conduct and mishandled investigations by N3B General Counsel. Ms. Owen also voiced SCWE-related concerns based on safety, toxic workplace environment, inconsistent disciplinary action terminations, sexism in the workplace, and telework inequities. While this letter does not purport to detail all of those reports or complaints, the culmination over the last few months is as follows.

In July 2023, Ms. Owen filed an ECP complaint after being berated by a senior manager. Although the complaint was substantiated, N3B only required the manager to apologize. N3B closed the concern without any further action. The manager kept his position and faced minimal consequences. But Ms. Owen continued to experience humiliation and exclusion after raising the concern.

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In September 2023, Ms. Owen raised safety issues (hydration stations and broken chairs). In response, President Brad Smith publicly humiliated Ms. Owen in a September 2023 senior staff meeting. N3B took no action against the President despite multiple witnesses and confirmation of such abusive behavior, And by comparison, male executives who voiced concerns were not subject to public humiliation. N3B singled out Ms. Owen for exercising her rights and resisting sexist disparate treatment.

As Chief of Staff for N3B, Ms. Owen was assigned responsibility for chairing the Staffing Review Committee. In this capacity, Ms. Owen's chairwomanship ensured leadership oversight of all staffing changes. On May 17, 2024, Ms. Owen raised concerns about the HR Director self-promoting to Chief Human Resources Officer (CHRO) (executive level position) without a competitive job posting. Ms. Owen's boss, the N3B President, admitted it should be corrected. But instead, N3B informed the HR Director that Ms. Owen had complained. This pitted HR, as a whole, against Ms. Owen. N3B left the HR Director in the self-promoted CHRO role, in violation of policy. And Ms. Owen was penalized and suffered prejudice for raising the issue.

On December 19, 2024, you, Mr. DeRoma, broadcast a "Notice of Investigation" to 21 direct, disclosed recipients regarding an investigation of workplace practices.

On January 9, 2025, at a Disciplinary Action Review Board (DARD), Ms. Owen raised questions and concerns regarding the integrity of the HR investigation on a particular employee (Anne Martinez) due to inconsistencies and insufficient supporting evidence. However, N3B terminated the employee without HR following established policy and procedures.

The next day, on January 10, 2025, you, Mr. DeRoma, broadcast a second "REMINDER: RE: Notice of Investigation" to 23 direct, disclosed recipients regarding witnesses discussing their interviews. Ms. Owen responded to you, Mr. Roma, voicing concern that you/N3B had sent out her own and many other employees' names in your broad, December 19, 2024 and January 10, 202 emails identifying every employee being interviewed in an investigation. She questioned whether this was consistent with human resources standards for the privacy of persons involved in investigations. She also then escalated the matter to Brad Smith ("Smith") and Robert Edwards ("Edwards"). While Smith did not respond, Edwards did by phone, acknowledging the issue.

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On January 15, 2025, Ms. Owen met with N3B ECP to file a formal concern. Jacqueline Dees, ECP Manager ("Dees") did not know how to address issue. So Dees discussed the matter with DOE EM-LA ECP Manager, Trisha Zammeron ("Zameron"). Both acknowledged your December 19, 2024 and January 10, 2025 emails were egregious. They then referred the situation to Jessica Pascual, HR Director ("Pascual").

On January 29, 2025, Ms. Owen met with Pascual, who stated she owned the concern and acknowledged the inappropriateness of your email. Remedies discussed to correct the concern were to implement a policy, similar to N3B-P793 Employee Concerns, which clearly outlines confidentiality. Pascual stated she would address it immediately and follow up with Ms. Owen for closure.

Just days later, in early February, 2025, N3B sent Ms. Owen a proposed Memorandum of Understanding, proposed to be effective February 17, 2025, in which N3B would demote Ms. Owen from Chief of Staff to Deputy Program Manager, Level 6 ("DPM6"), CH-TRU (Maintenance Recovery Plan).

While N3B will, of course, claim the February 2025 MOU was not a demotion, since it purported to keep Ms. Owen at the same level of pay, this change in role was a transparent setup to short-track Ms. Owen into termination under pretense of this new role (DPM6) immediately becoming unnecessary and eliminated a few months later (in August 2025). The truth of the matter is that when Ms. Owen accepted a telework Deputy Program Manager "role" (February 25) through the MOU, she made clear this was not a resignation. And likewise, other regular and senior employees had telework arrangements without their roles being mischaracterized or used against them. By later using the MOU as evidence that Ms. Owen had been 'fading out' of her role, N3B treated Ms. Owen less favorably than such employees, despite their being in the same situation or having made the same (telework) arrangements.

On March 6, 2025, Ms. Owen emailed Pascual inquiring about the status of closure for Ms. Owen's concern with your email. Pascual texted Ms. Owen that evening, stating she received her email and is working the issue.

On May 29, 2025, Ryan Ellison, Department of Justice ("DOJ"), United States Attorney for the District of New Mexico, issued a Civil Investigative Demand ("CID") for Interrogatories, Document Production, and Oral Examination to occur on or by June 5, 2025. This demand was pursuant to the FCA, 31 U.S.C. 3729-3733, in the course of an FCA investigation to determine whether N3B violated 31 U.S.C. 3729 by submitting or

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causing to be submitted to the DOE invoices for costs for employees loaned to N3B by Huntington Ingalls Industries ("HII") exceeding costs allowable under the terms of the DOE Solicitation No. DE-SOL-008109 ("Solicitation"), N3B's Offer in response to the Solicitation dated December 6, 2016 ("Proposal"), and the resulting Los Alamos Legacy Cleanup Contract, No. 89303318CEM000007 (collectively, the "Contract"), contrary to 31 U.S.C. 3729.

On June 23, 2025, Ms. Owen sent another email to Pascual, stating concern that there had been no follow up as communicated on March 6, 2025.

On or about June 24, 2025, you and N3B advised Ms. Owen she may have information related to the DOJ's CID. You asked her to provide that information. And then all her files were seized. In her previous role as HR Director for N3B, Ms. Owen formally communicated to N3B executive management, and parent company executives of her concerns regarding inappropriate billing practices. Furthermore, she received written communication from HII leadership instructing her to submit DOE 3220 forms in a manner which she believed to be inconsistent with contractual stipulations. Following her disclosure of these concerns, Ms. Owen was excluded from subsequent discussion among N3B's Board of Managers and key executives, in which she had previously participated. This exclusion is further evidence of the retaliatory treatment she experiences after raising protected concerns.

On July 10, 2025, Ms. Owen sent an email to Dees and Edwards, requesting assistance due to no response from HR regarding the privacy concerns she had voiced as to your December 19, 2025 and January 10, 2025 emails.

On July 14, 2025, Edwards emailed Ms. Owen, stating that Pascual was out and he would follow up the following week. He also stated, "As you may recall, there was no objection to the change by HR or GC. I assume it's a matter of execution. When I am able to talk to [Pascual], I will follow up with you with a status." But in fact, there was no follow up.

On August 26, 2025, N3B advised Ms. Owen it was severing her from employment effective September 30, 2025, characterizing the decision as based on progress on the Maintenance Recovery Plan attributable to Ms. Owen had purportedly eliminated much of the need for her DPM6 position. N3B claimed the project had become "self-sustaining," the remaining scope being "repetitive with engineering and work control," and at a "steady state" no longer requiring oversight of a dedicated program manager.

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Thus, overall, N3B's original notice was that the separation was justified as operationally redundant. And N3B immediately revoked Ms. Owen's N3B systems privileges.

However, on September 8, 2025, Ms. Owen's Manager, Mr. Brian Clayman, advised her that N3B's decision not to extend her telework/employment was based on: (1) the advanced stage of the project she was managing, (2) lack of follow-on scope/budget, and (3) the (purported, MOU) agreed upon termination date. Thus, N3B's second justification for terminating Ms. Owen contradicted its first. And in fact, Mr. Clayman confirmed the decision was not performance-based, but budget-driven.

Further, on Monday, September 22, 2025, N3B released N3B's Notice of Employee Termination – Tashia Owen to 32 employees with an attached an N3B Employment Termination Checklist referencing her Termination Reason as "Voluntary Resignation." And thus, N3B's third characterization of Ms. Owen's separation again contradicted its first and second justifications.

Finally, even after revoking Ms. Owen's access, N3B continued to bill her active project code to the federal government. N3B failed to disclose this fact when asserting to Ms. Owen that her project was complete and repetitive. And by omitting the truth of its ongoing billing, N3B falsely portrayed Ms. Owen's role as unnecessary.

The above continued a pattern of deception N3B has carried out for some time in mischaracterizing employee separations. N3B has broadly been misstating terminations and forced resignations as a means to reduce headcount. The N3B workforce consists of direct employees (N3B), parent company secondees (typically paid at higher rates – which is related to the DOJ interrogatory), and staff augmentation contractors. As Chief of Staff, a former member of the DARB (disciplinary action review board), and chair of the Staffing Review Committee, Ms. Owen observed the company could never converge or formulate a staffing strategy to address budgetary deficiencies. As a member of the DARB, Ms. Owen also noted that terminations or forced resignations lacked thorough investigatory evidence and frequently overreached to cite "new information" outside the initial basis for investigation and made unfounded evidentiary conclusions to justify predisposed objectives. And N3B issued unfounded terminations and forced resignations in attempts to reduce costs and deal with budgetary concerns. This is further shown by N3B's unusually high attrition. Furthermore, it should be noted that HR intentionally excluded Ms. Owen from DARB reviews.

To be more concise, rather than tie each of the above facts directly to its corresponding "pretext" proof, I will in summary note N3B's actions toward Ms. Owen also implicates each of the following:

1. N3B's grounds for separating employment with Ms. Owen is false and/or relies upon false accusations against Ms. Owen and false descriptions of her conduct. *See Kendrick v. Penske Transp. Servs., Inc.*, 220 F.3d 1220, 1230 (10th Cir. 2000) (a plaintiff my prove pretext by producing evidence that "the defendant's stated reason for the adverse employment action was false,"); *Reeves v. Sanderson Plumbing Prods., Inc.*, 530 U.S. 133, 147 (2000) (from the falsity of Defendants' explanation, the Court "can reasonably infer . . . that [Defendants are] dissembling to cover up a [retaliatory] purpose").

2. N3B never viewed, identified, or escalated any supposed concern with Ms. Owen's performance as a matter needing discipline until after she began exercising/advocating protected employment rights and/or complaining of mistreatment. *See Metzler v. Fed. Home Loan Bank*, 464 F.3d 1164, 1174 (10th Cir. 2006) (explaining that "evidence of pretext may include [evidence of an employer's] prior treatment of plaintiff").

3. Even if there is partial accuracy to N3B's accusations against Ms. Owen, the conduct alleged against her is not a severe violation, let alone grounds for termination. *See Young v. Dillon Cos.*, 468 F.3d 1243, 1250 (10th Cir. 2006) ("The relevant "falsity" inquiry is whether the employer's stated reasons were held in good faith at the time of the discharge, even if they later prove to be untrue, or whether plaintiff can show that the employer's explanation was so weak, implausible, inconsistent or incoherent that a reasonable fact finder could conclude that it was not an honestly held belief but rather was subterfuge for discrimination").

4. N3B knowingly omitted context of events to cast Ms. Owen's separation in a false, negative light. *See Smothers v. Solvay Chems., Inc.*, 740 F.3d 530, 542 (10th Cir. 2014) (finding fundamental unfairness and inadequacy of employer's investigation—including the decision makers deliberately preventing plaintiff from defending his actions and reaching their conclusions based on one-sided information—permitted jury to infer pretext and precluded summary judgment).

5. N3B gave inconsistent, changing explanations for changes in Ms. Owen's employment and for why they were justified. *See Timmerman v. U.S. Bank, N.A.*, 483 F.3d 1106, 1113 (10th Cir. 2007) ("An employee may show pretext based on 'weaknesses, implausibility, inconsistencies, incoherencies, or contradictions' in the

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employer's claimed legitimate, non-discriminatory reason such that a rational trier of fact could find the reason unworthy of belief.").

6. N3B has not identified a measurable, objective standard of conduct for its changes in Ms. Owen's employment. *See Denney v. City of Albany*, 247 F.3d 1172, 1185 (11th Cir. 2001) ("A subjective reason is a legally sufficient, legitimate, nondiscriminatory reason if the defendant articulates a clear and reasonably specific factual basis upon which it based its subjective opinion.") (quoting *Chapman v. Al Transport*, 229 F.3d 1012, 1033-34 (11th Cir. 2000)) (emphasis added).

7. However N3B may define the standard of its decision, under that standard, N3B has been lax or inconsistent with how it applied that standard and/or treated other employees more favorably than Ms. Owen. *See Sonntag v. Shaw*, 22 P.3d 1188, 1203 (N.M. 2001) (acknowledging that a "jury can properly infer the ultimate fact of intentional discrimination from disparate treatment").

8. N3B was less harsh in enforcing its rules or standards against persons who have not exercised rights under, advocated for N3B to comply with, or opposed N3B violating, applicable laws. *See Kendrick*, 220 F.3d at 1230 (explaining that, to prove pretext through evidence of deviation of an unwritten company policy or practice, a plaintiff often provides evidence that she was treated differently from other similarly situated employees who violated work rules of comparable seriousness).

9. N3B has both violated and selectively-enforced its own HR policies, as illustrated by:

a. N3B not investigating Ms. Owen's complaints at all;

b. N3B not receiving, documenting, processing, investigating, or resolving Ms. Owen's complaints through neutral, unbiased, disinterested persons with proper training and experience;

c. N3B retaliating against Ms. Owen for invoking the complaint process; and

d. N3B attempting to intimidate Ms. Owen from further complaints.

See Kendrick, 220 F.3d at 1230 (explaining that a plaintiff can demonstrate pretext by presenting (1) evidence that the defendant acted contrary to a written company policy prescribing the action to be taken by the defendant under the circumstances or (2) evidence that the defendant acted contrary to an unwritten policy or contrary to company practice when making the adverse employment decision affecting the plaintiff); *Twigg v. Hawker Beechcraft Corp.*, 659 F.3d 987, 1003 (10th Cir. 2011) ("deviation" evidence can "permit[] a reasonable inference that [the employer] acted with an ulterior motive and . . . engineered and manufactured the reasons [it] proffered

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for terminating [the employee's] employment.'") (quoting *Doebele v. Sprint/United Mgmt. Co.*, 342 F.3d 1117, 1138 n.11 (10th Cir. 2003)).

10. Regardless whether it followed its own policies, N3B did not apply or follow generally accepted human resources practices. *See Maller v. Community College of Beaver County*, 43 F.Supp.3d 495, 513 (W.D. Penn. 2014) (finding genuine issue of material fact as to pretext based on expert testimony that employer did not conduct its purported restructuring plan in accordance with "standard human resources standards"); *Ferretti v. Pfizer, Inc.*, No. 11-CV-04486 (N.D. Cal. January 10, 2013); (allowing expert testimony and finding genuine issue of material fact as to pretext on whether employer complied with "generally accepted human resources practices"); and *Hernandez v. City of Vancouver*, No. CO4-5539FDB, 2009 WL 279038 (W.D. Wash. Feb. 5, 2009) (allowing expert testimony "as to proper governance standards" and "the City's deviation from good human resources practices" because it was relevant and "could assist the jury because the average juror is unlikely to be familiar with human resources management policies and practices."); *Smothers, supra* (finding fundamental unfairness and inadequacy of employer's investigation—including the decision makers deliberately preventing plaintiff from defending his actions and reaching their conclusions based on one-sided information—permitted jury to infer pretext and precluded summary judgment).

11. Even if the technical "decisionmaker" was neutral toward Ms. Owen on the basis of her protected category/opposition, N3B's adverse action rested on persons hostile to Ms. Owen on that basis. So N3B's discipline or termination was tainted by the discriminatory/retaliatory animus of that other, lower, or lateral coworker. *See E.E.O.C. v. BCI Coca-Cola Bottling Co.*, 450 F.3d 476, 484 (10th Cir. 2006) (""In the employment discrimination context, "cat's paw" refers to a situation in which a biased subordinate, who lacks decision making power, uses the formal decisionmaker as a dupe in a deliberate scheme to trigger a discriminatory employment action.") More specifically, N3B's President and HR Director had fostered hostility within management toward Ms. Owen as a result of her May 17, 2024 disclosure; her January 10, 2025 workplace practices complaint, and her June 2025 DOJ interview/investigation participation.

Anticipated Claims

We are preparing complaints against N3B for causes of action including, but not limited to, (1) FCA retaliation under 31 U.S.C. § 3730(h); (2) whistleblower retaliation under 48 C.F.R. 903-970 and 10 C.F.R. 708.36 against Ms. Owen's and Mr. Martinez's actions protected under 10 C.F.R. Secs. 708.5(a)-(c); (3) retaliation under New Mexico Human Rights Act, NMSA § 28-1-7(I); (4) wrongful/retaliatory discharge in violation of public policy, *see Garrity v. Overland Sheepskin Co.*, 1996-NMSC-032, ¶24, 121 N.M. 710, 917 P.2d 1382; (5) interference with contractual relations; (6) defamation; and (7) punitive damages. Unless N3B proposes sufficient corrective action before 5 p.m. MST on

EXHIBIT 2

October 10, 2005, we will proceed with these filings. And we ask that you please advise whether you will accept Service of Process pursuant to Rule 1-004(G) NMRA.

Please further cease and desist any direct contact with Ms. Owen or Mr. Martinez. Please direct all future communication regarding these matters to this office. Please refrain from contacting or attempting to intimidate, harass, or retaliate against Ms. Owen or Mr. Martinez in any manner.

Finally, of course, preserve all emails, other documents, and records by, from, or about Ms. Owen, Mr. Martinez, or pertinent to the above-named issues and causes of action.

Respectfully,

Trent A. Howell

EXHIBIT 2

From: Silas R. DeRoma
To: Trent Howell
Subject: RE: Tashia Owen & Edward Martinez v. Newport News Nuclear BWXT-Los Alamos, LLC ("N3B")
Date: Monday, October 6, 2025 8:16:44 AM
Attachments: image001.png

Good morning, Trent. This is to acknowledge receipt of your email. We will be retaining outside counsel this week to represent N3B on these matters. Please feel free to call if you would like to discuss.

Best regards,

Silas

Silas DeRoma
General Counsel
Newport News Nuclear BWXT Los Alamos (N3B)
c. 505-538-5800
e. silas.deroma@em-la.doe.gov

N3B Los Alamos
1200 Trinity Dr., Suite 150
Los Alamos, NM 87544

Attorney-Client Privileged
Confidential Do Not Disclose

From: Trent Howell <trent@trentahowell.com>
Sent: Sunday, October 5, 2025 10:37 AM
To: Silas R. DeRoma <Silas.DeRoma@EM-LA.DOE.GOV>
Subject: [EXTERNAL] Tashia Owen & Edward Martinez v. Newport News Nuclear BWXT-Los Alamos, LLC ("N3B")
Importance: High

Dear Mr. DeRoma:

Please see attached correspondence of today's date. And take note I am legal counsel for Ms. Owen and Mr. Martinez.

EXHIBIT 2

Respectfully,

Trent A. Howell
P.O. Box 2304
Santa Fe, NM 87504
(505) 819-9158
www.trentahowell.com

EXHIBIT 3

Attorney Trent A. Howell
Employment & Whistleblower Litigation

April 11, 2026

Dedra S. Curteman, dedra.curteman@jacksonlewis.com
Danny W. Jarrett, danny.jarrett@jacksonlewis.com
Jeremy S. Schneider, jeremy.schneider@jacksonlewis.com
Melina Valladares, melina.valladares@jacksonlewis.com
Thomas M. Winn, III, winn@woodsrogers.com
Joshua Richard Treece, joshua.treece@woodsrogers.com
Marcus Fettinger, mfettinger@grayreed.com
Charles J. Vigil, cvigil@rodey.com
Samantha M. Hults, shults@rodey.com

Re: *Tashia Owen & Edward Martinez adv. N3B, HII, and BWXT*

Dear Counsel:

Notice of Representation. Please note my legal representation of the following and refrain from any contact with them except through my office:

1. Tashia Owen ("Ms. Owen"), a former Chief of Staff whom N3B terminated on or about August 26, 2025;
2. Edward T. Martinez ("Mr. Martinez"), a former Radiation Control Technician 5 ("RCT5") whom N3B terminated on or about July 24, 2025;
3. Miles Majure-Barkley ("Mr. Majure-Barkley"), former Shipping and Receiving Staff whom N3B terminated on or about October 31, 2024;
4. Brian Caldwell ("Mr. Caldwell"), a former Engineering Director whom N3B terminated on or about October 11, 2024;
5. Jolene Garduño ("Ms. Garduño"), a former RCT4 whom N3B terminated on or about September 22, 2025;
6. Maria Sandoval ("Ms. Sandoval"), a former RCT2 whom N3B terminated on or about September 22, 2025;
7. Brenda Bowlby ("Ms. Bowlby"), a former Director of RCRA Remediation whom N3B terminated on or about August 25, 2025;
8. Alexandria Sanchez ("Ms. Sanchez"), a former Engineering and Nuclear Safety Senior Technical Training Manager whom N3B terminated on or about March 5, 2025; and

EXHIBIT 3

9. Adam Barras ("Mr. Barras"), a former Planning and Integration Program Manager, PMO Project Manager 6, Prime Contract Specialist, Environmental Remediation ("ER") Project Manager 6, Acting Project Controls Manager, and ER Director Water Program Oversight, and ER Senior Strategy and Integration Professional, whom N3B demoted on or about November 10, 2025 and later on or about January 26, 2026 informed that his role was "no longer necessary."

Scope of Representation. Ms. Owen, Mr. Martinez, Mr. Majure-Barkley, Mr. Caldwell, Ms. Garduño, Ms. Sandoval, Ms. Bowlby, Ms. Sanchez, and Mr. Barras have hired me because your clients terminated their employment after they spoke up as to noncompliance and/or misrepresentations of compliance with security, privacy, health and safety standards, and/or contract requirements, benchmarks, or bonus requirements under the Legacy Cleanup Contract ("LCC"); themselves engaged or were associated with others engaged in lawful acts in furtherance of an action under the False Claims Act ("FCA"); and/or themselves engaged or were associated with others engaged in lawful efforts to stop one or more violations of the FCA. Each suffered wrongful and retaliatory discharge and will be a named Plaintiff in the coming Amended Complaint.

Preservation/Litigation Hold Request. Please implement an immediate litigation hold against all document destruction/archiving policies and practices, and preserve all emails, other documents, and records by, from, or about Ms. Owen, Mr. Martinez, Mr. Majure-Barkley, Mr. Caldwell, Ms. Garduño, Ms. Sandoval, Ms. Bowlby, Ms. Sanchez, and Mr. Barras, or pertinent to the above-named issues and causes of action.

Extension of Amendment Deadline. Because of the unexpected number and complexity of persons to be added, we are requesting a further extension of 21 days, until and including Monday, May 4, 2026, for filing an Amended Complaint in this matter. Please advise whether you will consent to or oppose this request.

Finally, if your clients require other arrangements in connection with the addition of these seven Plaintiffs, including if they would like to propose arrangements for early resolution, please let me know.

Respectfully,

Trent A. Howell

EXHIBIT 4

U.S. Department of Justice

Office of the Deputy Attorney General

The Deputy Attorney General

Washington, D.C. 20530

May 19, 2025

MEMORANDUM FOR
OFFICE OF THE ASSOCIATE ATTORNEY GENERAL
CIVIL DIVISION
CIVIL RIGHTS DIVISION
CRIMINAL DIVISION
EXECUTIVE OFFICE FOR UNITED STATES ATTORNEYS
ALL UNITED STATES ATTORNEYS

FROM: THE DEPUTY ATTORNEY GENERAL

SUBJECT: Civil Rights Fraud Initiative

Under Attorney General Bondi's leadership, "[t]he Department of Justice is committed to enforcing federal civil rights laws and ensuring equal protection under the law." Attorney General Memorandum, *Ending Illegal DEI and DEIA Discrimination and Preferences* (Feb. 5, 2025). One of the most effective ways to accomplish this objective is through vigorous enforcement of the False Claims Act, 31 U.S.C. § 3729 et seq., against those who defraud the United States by taking its money while knowingly violating civil rights laws.

The False Claims Act is the Justice Department's primary weapon against government fraud, waste, and abuse. Liability results in treble damages and significant penalties. It is implicated when a federal contractor or recipient of federal funds knowingly violates civil rights laws—including but not limited to Title IV, Title VI, and Title IX, of the Civil Rights Act of 1964—and falsely certifies compliance with such laws. Accordingly, a university that accepts federal funds could violate the False Claims Act when it encourages antisemitism, refuses to protect Jewish students, allows men to intrude into women's bathrooms, or requires women to compete against men in athletic competitions. Colleges and universities cannot accept federal funds while discriminating against their students.

The False Claims Act is also implicated whenever federal-funding recipients or contractors certify compliance with civil rights laws while knowingly engaging in racist preferences, mandates, policies, programs, and activities, including through diversity, equity, and inclusion (DEI) programs that assign benefits or burdens on race, ethnicity, or national origin. While racial discrimination has always been illegal, the prohibition on such policies became clear after the Supreme Court stated that "[e]liminating racial discrimination means eliminating all of it." *Students for Fair Admissions, Inc. v. President & Fellows of Harv. Coll.*, 600 U.S. 181, 205 (2023).

President Trump reinforced that principle in Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, 90 Fed. Reg. 8633 (Jan. 21, 2025), explaining that racist policies "violate the text and spirit of our long-standing Federal civil-rights laws." Nevertheless, many corporations and schools continue to adhere to racist policies and preferences—albeit camouflaged with cosmetic changes that disguise their discriminatory nature.

The federal government should not subsidize unlawful discrimination. To that end, I am standing up the Civil Rights Fraud Initiative. This Initiative will utilize the False Claims Act to investigate and, as appropriate, pursue claims against any recipient of federal funds that knowingly violates federal civil rights laws. This Initiative will be co-led by the Civil Division's Fraud Section, which enforces the False Claims Act, and the Civil Rights Division, which enforces civil rights laws. Each division will identify a team of attorneys to aggressively pursue this work together. Each of the 93 United States Attorney's Offices will identify an Assistant United States Attorney to advance these efforts.

To ensure a comprehensive approach, the Civil Fraud Section and the Civil Rights Division will engage in regular coordination meetings and share relevant information about potential violations. The Civil Fraud Section and the Civil Rights Division will also engage with the Criminal Division, as well as with other federal agencies that enforce civil rights requirements for federal funding recipients, including the Department of Education, the Department of Health and Human Services, the Department of Housing and Urban Development, and the Department of Labor. The Civil Fraud Section and the Civil Rights Division will also establish partnerships with state attorneys general and local law enforcement to share information and coordinate enforcement actions.

The Department recognizes that it alone cannot identify every instance of civil rights fraud. Congress likewise has recognized as much and, as a result, has authorized private parties to protect the public interest by filing lawsuits and litigating claims under the False Claims Act—and, if successful, sharing in any monetary recovery. *See* 31 U.S.C. § 3730. The Department strongly encourages these lawsuits. The Department also encourages anyone with knowledge of discrimination by federal-funding recipients to report that information to the appropriate federal authorities so that the Department may consider the information and take any appropriate action. Please visit https://www.justice.gov/civil/report-fraud for more information.

EXHIBIT 5

JacksonLewis

Details

March 26, 2026

DOJ's Civil Rights Fraud Initiative presents new risks for government contractors, using the FCA to pursue federal fund recipients who violate Title VII, Title IX and other federal civil rights laws. Jackson Lewis Government Contracting and Compliance Group Co-leader Scott Pechaitis speaks with Principal Jeremy Schneider to explain the new link between the FCA and civil rights and provide practical steps contractors can take to reduce exposure.

EXHIBIT 5

We get Contracting: Episode 2 — Civil Rights Compliance Opens New P

Jackson Lewis - We get work®

Watch on

Transcript

Scott Pechaitis

Principal, Denver

Welcome back, everyone. I'm Scott Pechaitis, and I'm a co-leader of Jackson Lewis' Government Contracts and Compliance group. This is the second session of We Get Contracting. I'm joined today by my fellow co-leader, Jeremy Schneider. Today, we're diving into a hot topic: the False Claims Act and the Department of Justice's Civil Rights Fraud Initiative. If you're a government contractor, you're going to want to stick around for this one because this could impact you in a big way.

First, a little bit about Jeremy, because Jeremy is going to talk us through this today. Jeremy has tremendous experience in this space. Everything from handling whistleblower complaints to doing investigations to looking at potential fraud issues to defending litigation to advising counsel around mitigating risk. Jeremy has really seen it all.

EXHIBIT 5

Jeremy, let's start off with some basics here. What is the False Claims Act?

Jeremy Schneider

Principal, Washington, D.C. Region

Thanks, Scott. The False Claims Act is a law that was first enacted during the Civil War. In fact, it's often referred to as Lincoln's Law. During the Civil War, the Union Army found itself being ripped off by unscrupulous contractors who sold them barrels of gunpowder that were half-filled with sawdust and that sort of thing or injured donkeys and whatever else. The idea behind the FCA is that it's a bounty law; it encourages whistleblowers to report suspected government fraud by allowing them to share in the proceeds of whatever the government recovers as a result of the tip.

Today, the FCA is the government's chief tool for combating government fraud. The Department of Justice investigates whistleblower complaints alleging government fraud in contracting, healthcare, construction, pharmaceuticals, housing, and many other industries. It litigates and settles these cases, and the government recovers approximately $4 billion a year in FCA enforcement.

Pechaitis

That's the False Claims Act. What is the Department of Justice's Civil Rights Fraud Initiative? Is this something different or new?

Schneider

Traditionally, the DOJ has gone after fraudulently obtained funds related directly to the performance of a contract or the participation in a particular government program. For example, a contractor certifies that its payrolls are accurate when it submits its invoices to the government for payment, but if those payrolls or the hours worked are inflated, then the government would say you've made a false claim for payment.

Now, the Civil Rights Fraud Initiative creates a new requirement for contractors. In May of last year, Deputy Attorney General Todd Blanch issued a memorandum introducing the Civil Rights Fraud Initiative. That memorandum directs all DOJ attorneys to use the FCA to investigate and, as appropriate, pursue claims against any recipient of federal funds that knowingly violates federal civil rights laws. The initiative adds teeth to President Donald Trump's Executive Order 14173, which was entitled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity"

EXHIBIT 5

and was issued on his first or second day in office. In short, the DOJ is now going to pursue FCA cases when federal fund recipients knowingly violate civil rights laws, so think Title VII, Title IX, and other federal anti-discrimination statutes.

Pechaitis

Jeremy, if a contractor is signing off on this certification saying they're compliant, but they're not…

Schneider

That's the issue – false certification can be treated as fraud under the FCA, which means treble damages, hefty penalties, and even criminal liability.

Pechaitis

For contractors, then, why is this a big deal? Contractors, like all employers, already have an obligation to comply with Title VII of the Civil Rights Act and other anti-discrimination statutes. What changes here?

Schneider

Well, look, that's true. Contractors are like other employers in that they must comply with Title VII and other statutes. In that way, the initiative doesn't change any of that for contractors, but this is a big deal because DOJ is widening the lens. Civil rights compliance is now going to be front and center. Executive Order 14173 largely concerns what the administration calls 'illegal DEI', or diversity, equity, and inclusion practices. By making contractors certify compliance with federal anti-discrimination laws, the administration is telling contractors that it intends to investigate and prosecute employers who not only discriminate or retaliate against their employees in the classic fashion, but also contractors who have DEI programs, diversity scholarships or fellowships, and inclusive

Pechaitis

Wow, and has the Department of Justice actually done anything about this yet?

Schneider

Yes, they have. The DOJ has begun issuing what are called civil investigative demands. There have been a number of media reports about them, and we can confirm that this has happened. Essentially, CIDs are subpoenas that an employer or a contractor has to respond to. They're asking specifically about DEI programs,

EXHIBIT 5

hiring practices, and the like. We're not aware of any lawsuits yet, but these initial investigative tools are being used.

Pechaitis

What are the risks, and maybe more importantly, what should contractors do to mitigate these risks?

Schneider

You really have to know whether these requirements apply to you. A safe bet is that if you receive federal funds or participate in a federally funded program, you are a contractor for the purposes of the Civil Rights Fraud Initiative. This means traditional government contractors, medical providers who bill Medicare or Medicaid, construction companies on federal projects, housing providers who participate in federal housing assistance programs or pharmaceutical companies who are subject to anti-kickback laws. All of those industries are at risk.

You aren't here to hear just the doom and gloom, so here are six really practical tips that we contractors can do in the short term to help themselves get ready.

First, you want to update your risk assessments to include civil rights compliance. Allegations of discrimination, retaliation, or so-called unlawful DEI practices are now something that could trigger larger-scale compliance issues like FCA enforcement.

Second, contractors need to double-check their certifications. You need to know what you're certifying to. At the end of every federal government contract is a long list of FAR, federal acquisition regulation, requirements that each contractor is certifying to compliance with. You should take the time to read those and speak with counsel, so that you understand what it is that you're agreeing to comply with and that you're actually complying with those things in practice. You want to review your DEI programs and practices to ensure that they comply with federal law. The government is focusing on large contractors and large employers whose DEI practices have received notoriety or media coverage and have been out in the public forum for a long time. Really, this is low-hanging fruit for the administration. They are looking for a big impact, at least right now. You should look at these practices to make sure that they're in compliance with federal law.

Fourth, you want to train leadership and procurement teams on civil rights obligations. Fifth, you want to be ready for DOJ document requests. You should have a process in place.

EXHIBIT 5

Sixth, you want to strengthen whistleblower reporting and internal review systems. I know it seems weird to want to encourage whistleblowers to come forward, but if they report things to you internally before going to the government, you will have an opportunity to investigate and take action if it's appropriate before it turns into a larger issue. We recommend that our clients have robust whistleblower and compliance programs that include an anonymous option, for example. That's one thing that you should be working on if you're a contractor.

Pechaitis

Absolutely. Thank you, Jeremy. Bottom line here, folks, civil rights compliance is now an FCA issue. Contractors need to act fast, tighten controls, review their DEI programs, and stay ahead of the enforcement trends.

Of course, tune in next time as we bring you more from the federal contracting space. Thank you very much for tuning in. Again, I'm Scott Pechaitis with my colleague Jeremy Schneider, and this has been We Get Contracting. Thank you.

EXHIBIT 5

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Practice
Corporate Governance and Investigations

Practice
Government Contracts and Compliance

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EXHIBIT 6

Joint Venture Organizational Chart (2018 – 2026)

Senior Executive Program Managers & Senior Staff Employees

HII
BWXT
N3B
Subcontractor

Employee Concerns
Owen (N3B), Russell (N3B), Lockwood (N3B), Dees (N3B)

President/General Manager
Lombardo (HII), Morgan (HII), Lebak (HII), B. Smith (HII/N3B)
Executive Officer
Legare (HII), B. Smith (HII), Stevens (BWXT), Lesinski (BWXT)

Chief of Staff
Owen (N3B)

Engineering PM
Morgan (HII), Yarbrough (BWXT), Noll (HII), Smith (HII), Lundgard (BWXT), Grove (BWXT)

Business Services/CFO VP/PM
Kizer (N3B), Owens (BWXT)/Helpinstill (HII), Erwin (N3B), Brady (HII), Griego (N3B), Maxted (HII), Newman (BWXT), Chambers (BWXT), Barth (BWXT)

Environmental Remediation PM
Legare (HII), Evered (HII), B. Smith (HII), Lebak (HII), Thomson (N3B)

CH-TRU PM
Nichols (VP/BWXT), Patton (VP/BWXT), O'Leary (BWXT), Clayman (BWXT)

Quality Assurance & Transformation PM
Pool (BWXT), Harrison (BWXT)

Environment, Safety & Health PM
Lowes (HII), Lebak (HII), MacFarlane (BWXT), Murdock (BWXT), Edwards (N3B/BWXT)

Planning & Integration PM
Barras (N3B), Brady (HII), Maul (Sub), Erwin, (N3B), Nagel (N3B), Bolin (BWXT) Denham (BWXT),), Griebenow (HII), Anderson (N3B)

Mission Excellence PM
Griebenow (HII)

Chief Information Officer
Moore (N3B), Blackford (N3B) Witbeck (N3B)

General Counsel/Ethics Officer
Lindsay (N3B), DeRoma (N3B)

Human Resources
Harris (HII), Gribbon (BWXT), Tashia Owen (N3B), Linda Dunnagan (N3B), Pascual (N3B)

Regulatory & Stakeholder Interface PM
Frazier Lockhart (HII), Jeff Holland (N3B)

EXHIBIT 6

Joint Venture Organizational Chart (2018 – 2026)

Senior Executive Deputy Program Managers

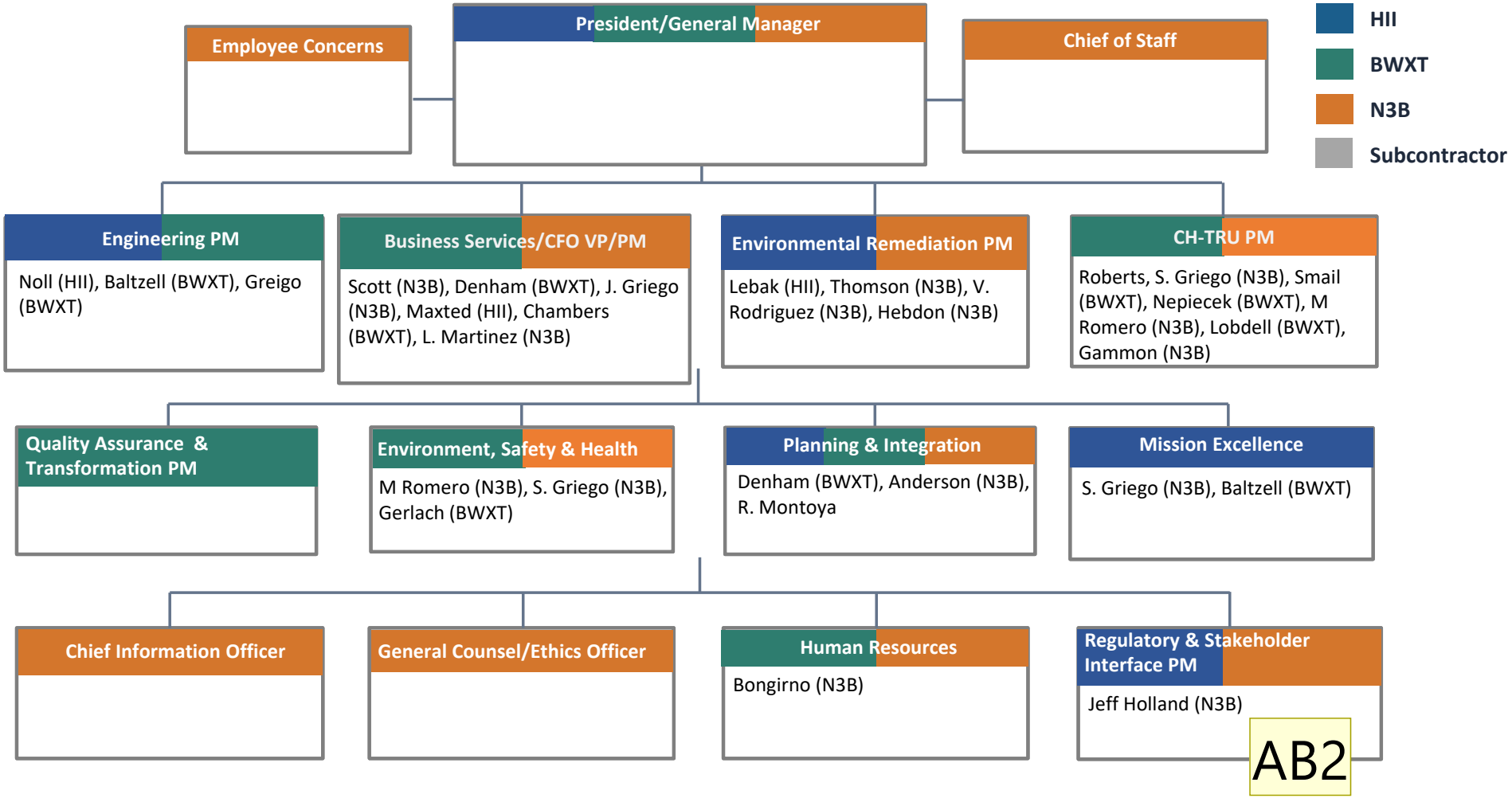

EXHIBIT 6

Slide 2

AB1 Anderson was a director, she was never a deputy
Adam Barras, 2026-05-28T23:14:27.133

AB2 I can’t remember was Jeff a deputy? Or did he take over after frazer
Adam Barras, 2026-05-28T23:15:12.651

EXHIBIT 6

Joint Venture Organizational Chart (2018 – 2026)

Other HII/BWXT Seconded, Reachback and Affiliated Employees

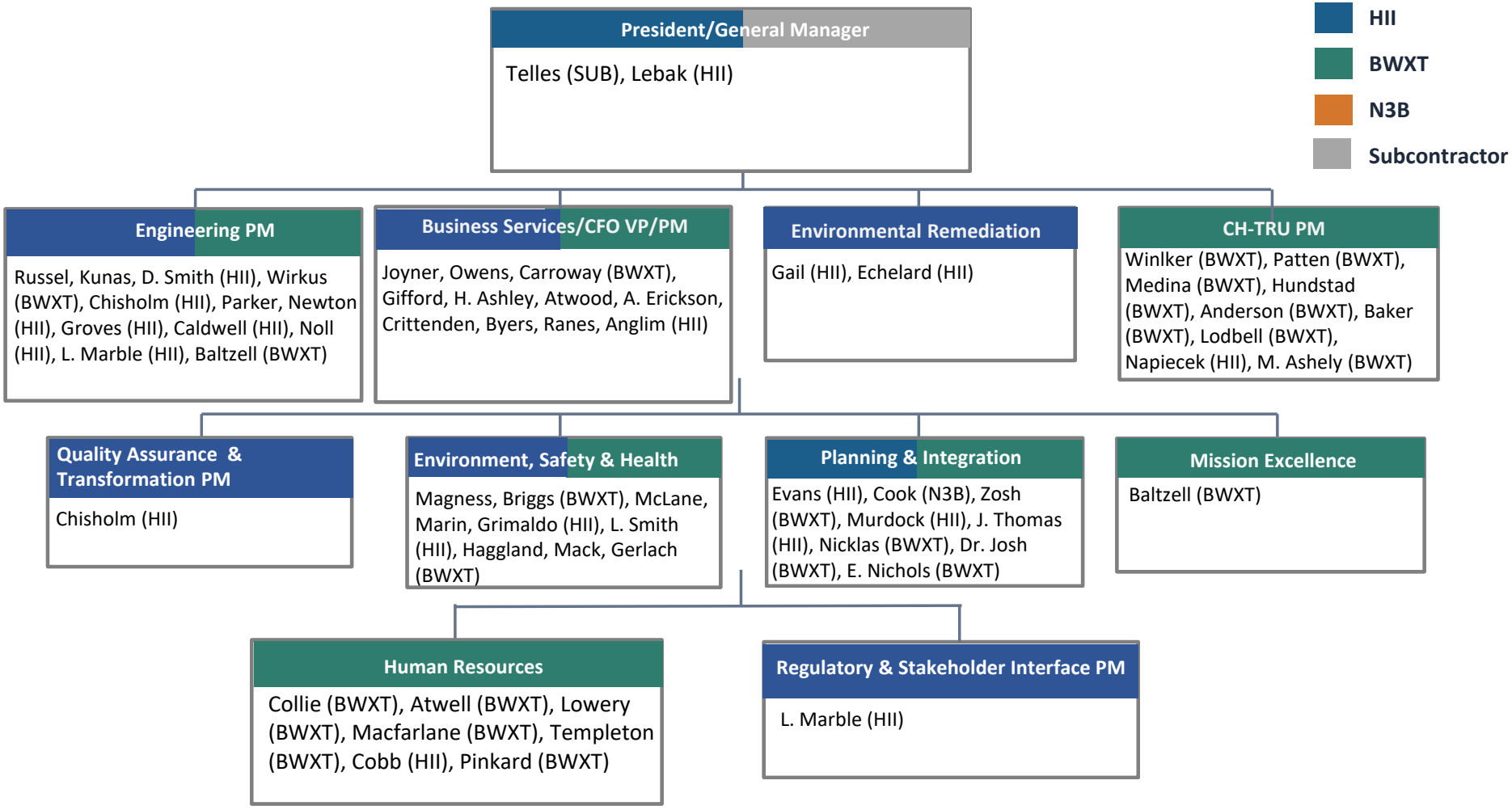

EXHIBIT 6

Joint Venture Organizational Chart (2018 – 2026)

Evolution of the President's Office Organizational Structure

President/General Manager

Original Office only held by President and VP was PM/Key for CHTRU

Executive Officer added in 2019

Employee Concerns

Office reported to the President in 2022 after heat stress incident

Chief of Staff

Position created in 2021

Engineering

Original Proposal Commitment

Note – Radcon absorbed into ESH in 2024 under R. Edwards

Business Services

Absorbed Planning & Integration in 2019 until 2022

Environmental Remediation

Absorbed Environmental Compliance and Sample and Data Management in 2022, Environmental compliance absorbed by ESHQ in 2024

CH-TRU

Maintenance broken out in 2023

Quality Assurance & Transformation

Original Proposal Commitment

Note – Absorbed into ESH in 2022 under Murdoch/MacFarlane

Environment, Safety & Health

Original Proposal Commitment Between 2022 – 2025 absorbed Regulatory, Quality, IT, Radcon, Administrators, Environmental Compliance, Security, Property, Facilities

Planning & Integration PM

P&I 2018 – 2019
PMO 2022 – 2025
SP&I 2025 – Current

Mission Excellence

New organization in 2023 created for maintenance. Maintenance absorbed into E&NS in 2024/2025. Mission Excellence absorbed into SP&I in 2025

Chief Information Officer

IT was part of Business Services in 2018/2019. Became a separate office in 2020 – 2023 reporting to the President. Absorbed into ESH in 2024 under R. Edwards

General Counsel/Ethics Officer

Separate office added in 2018

Human Resources

Separate office added in 2018

Regulatory & Stakeholder Interface

Original Proposal Commitment Regulatory absorbed into ESH in 2022, Interface absorbed into Business Services 20222, Communications became new office 2022

EXHIBIT 7

From: Dennis Broughton
Sent: Tuesday, February 3, 2026 8:46 AM
To: Thomas Crespin <Thomas.Crespin@EM-LA.DOE.GOV>
Cc: Anthony R. Sanchez <Anthony.Sanchez@EM-LA.DOE.GOV>; Feofaaki K. Funaki <Feofaaki.Funaki@EM-LA.DOE.GOV>; Cassie M. Brown <Cassie.Brown@em-la.doe.gov>; David J. Flores <David.Flores@EM-LA.DOE.GOV>; Alderete C. Martinez <Alderete.Martinez@EM-LA.DOE.GOV>; Steve Maze <Steve.Maze@em-la.doe.gov>
Subject: RE: Mood

Tom,

Has Safety come up with what we are going to do for fall protection for Pond Liners? As the SME, Please provide Equipment, Work steps, fall protection plan, and anything else Safety think I should incorporate into W/P.

Thanks,

Dennis Broughton - ER Project Planner
Newport News Nuclear BWXT Los Alamos (N3B)
Environmental Remediation (ER)
c. (505) 412-3329
e. dennis.broughton@em-la.doe.gov
TA21-0518
N3B Los Alamos
1200 Trinity Drive Suite 150 Los Alamos, NM 87544

EXHIBIT 7

From: Thomas Crespin <Thomas.Crespin@EM-LA.DOE.GOV>
Sent: Tuesday, February 3, 2026 7:30 AM
To: Dennis Broughton <Dennis.Broughton@EM-LA.DOE.GOV>
Subject: RE: Mood

According to Justin, job ads will start to appear in about 2 weeks. Reed said the conversions will be about the same time. Reed also said the conversions will be before the end of April.

From: Dennis Broughton <Dennis.Broughton@EM-LA.DOE.GOV>
Sent: Tuesday, February 3, 2026 6:28 AM
To: Thomas Crespin <Thomas.Crespin@EM-LA.DOE.GOV>
Subject: RE: Mood

If nothing else, I bet they cancel our contracts 4/29/26 if we don't roll over.

Dennis Broughton - ER Project Planner
Newport News Nuclear BWXT Los Alamos (N3B)
Environmental Remediation (ER)
c. (505) 412-3329
e. dennis.broughton@em-la.doe.gov
TA21-0518
N3B Los Alamos
1200 Trinity Drive Suite 150 Los Alamos, NM 87544

From: Thomas Crespin <Thomas.Crespin@EM-LA.DOE.GOV>
Sent: Monday, February 2, 2026 9:40 AM
To: Dennis Broughton <Dennis.Broughton@EM-LA.DOE.GOV>
Subject: RE: Mood

THROWBACKS!!! They hate this country and what it stands for. Brian Summers will be sending me an email with the 70 and a half verbiage. Thanks for the valuable information. I'm checking to see about unemployment, it's that the case I'm gone. Other than that, I may stay to make their sphincter itch!

From: Dennis Broughton <Dennis.Broughton@EM-LA.DOE.GOV>
Sent: Monday, February 2, 2026 9:31 AM
To: Thomas Crespin <Thomas.Crespin@EM-LA.DOE.GOV>
Subject: RE: Mood

Spend $700,000.00 for Linkbelt Crane sitting at the edge of the TA-54 canyon, now 2+ years not used, purchased for CMPs.

Danny used it to install a spreader bar and hung a big American Flag and they made him

EXHIBIT 7

remove it...disgusting. Did you ever see it with the flag hanging? It was very patriotic. Shows you what kind of jerks we work for.

Dennis Broughton - ER Project Planner
Newport News Nuclear BWXT Los Alamos (N3B)
Environmental Remediation (ER)
c. (505) 412-3329
e. dennis.broughton@em-la.doe.gov
TA21-0518
N3B Los Alamos
1200 Trinity Drive Suite 150 Los Alamos, NM 87544

From: Thomas Crespin <Thomas.Crespin@EM-LA.DOE.GOV>
Sent: Monday, February 2, 2026 9:10 AM
To: Dennis Broughton <Dennis.Broughton@EM-LA.DOE.GOV>
Subject: RE: Mood

Dennis,

To many unnecessary mistakes:

- Friends and Family Plan – Hiring of exorbitant paid reach-backs (i.e., THROW-BACK) personnel. Most just TERRORIZE good and loyal employees. Talent already on site!
- Unexplainable Costs – Nearly 2 million dollars for Telehandlers for TA-54 CMP Project, not needed! Spend $700,000.00 for Linkbelt Crane sitting at the edge of the TA-54 canyon, now 2+ years not used, purchased for CMPs. Self-proclaimed super engineer from Idaho assigned to run CMPs and spent the millions because they used similar Telehandlers in Idaho – LOOK OUT THE WINDOW DORTHY, WE ARE NOT IN KANSAS ANY MORE!
- A year and a half waiting to start the CMP Project because they refused to follow OSHA standards for excavation activities. Brought in super personnel to tell them same thing I did, again at huge sums of money. Nearly gets some one killed on front end loader for not allowing breaks. Refused to get air conditioning fixed on loader which would have prevent incident.
- Equipment and materials carried off by personnel at TA-54. No small dollars items, by the way!
- A constant turn over of upper management to replace the failed management previously here, no value added with still failed ideas and schemes. Some of these people did not and refused to meet with the personnel making it happen in the field – us dummies.
- Working of us "horses" so that the "super chiefs" at the top could get their bonuses. Well, we'll pay you off with an N3B jacket for the field, just don't forget to return it when you leave!
- Who in the hell pays for this – US!