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Description of document: Closing documents for 37 closed Department of Energy (DOE) Office of Inspector General (OIG) investigations, 2005-2015

Requested date: October 2014

Released date: 05-June-2015
2nd release date: 28-September-2015

Posted date: 28-December-2015

Note: Material released Sep 2015 begins on PDF page 351

Source of document: Department of Energy
FOIA Requester Service Center
1000 Independence Avenue, SW
Mail Stop MA-90
Washington, DC 20585
Fax: (202) 586-0575
[Online DOE Headquarters FOIA Request Form](#)

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Department of Energy
Washington, DC 20585

JUN 05 2015

Re: Freedom of Information Act Request HQ-2015-00081-F

This is the Office of Inspector General (OIG) response to your request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. You asked for the following:

“[A] copy of the report of investigation (ROI), the closing memo, closing letter, referral memo, referral letter, final report, or closing report for each of the following closed DOE Office of Inspector General investigations: 12-0250-C, 12-0275-C, 12-0279C, 13-0023-C, 13-0055-C, 13-0065-C, 13-0068-C, 13-0106-C, 13-0107-C, 13-0123-C, 13-0124-C, 13-0140-C, 13-0153-C, 13-0259-C, 13-0285-C, 13-0296-C, 13-0310-C, 13-0373-C, 14-0038-C, 14-0059-C, 14-0061-C, 14-0062-C, 14-0201-C, 14-0203-C, 12-0111-I, 13-0363-C, 13-0380-C, 13-0407-C, 06-0153-I, 09-0044-I, 13-0038-I, 13-0366-C, 13-0077-C, 13-0101-C, 13-0274-C, 12-0024-I, 05-0487-C, 07-0015-I, 13-0397-C, 12-0202-C, 11-0018-I, 13-0405-C, 13-0193-C, 13-0198-C, and 05-0480-C. ”

The OIG has completed its search of its files and identified fifty-one (51) documents responsive to your request. A review of the responsive documents and a determination concerning their release has been made pursuant to the FOIA. Based on this review, the OIG determined that certain material has been withheld from the responsive documents pursuant to subsections (b)(6), (b)(7)(A), and (b)(7)(C) of the FOIA (referred to as Exemptions 6, 7(A) and 7(C), respectively). Specifically, the OIG review determined:

- Documents 1, 2, 4 through 30, and 32 through 46 are being released to you with certain material withheld pursuant to Exemptions 6 and 7(C).
- Document 31 is being released to you with certain material withheld pursuant to Exemptions 6, 7(A), and 7(C).
- Documents 2a, 3, and 33a originated with the DOE's National Nuclear Security Administration (NNSA). The documents have been forwarded to NNSA for a determination concerning their releasability. The NNSA will respond directly to you concerning the documents.



- Documents 5a and 9a originated with the DOE's Office of Science (SC). The documents have been forwarded to SC for a determination concerning their releasability. The SC will respond directly to you concerning the documents.
- Document 12a originated with the DOE's Office of Environmental Management (EM). The document has been forwarded to EM for a determination concerning its releasability. The EM will respond directly to you concerning the document.

If you have any questions about the processing of Documents 2a, 3, and 33a, you may contact the following:

Ms. Delilah Perez, NNSA Albuquerque Complex, FOIA/PA, P.O. Box 5400,
Albuquerque, NM 87185 or on (505) 845-5862.

If you have any questions about the processing of Documents 5a, 9a, and 12a, you may contact the following:

Mr. Alexander C. Morris, FOIA/PA Officer, U.S. Department of Energy, 1000
Independence Ave., SW, Washington, D.C. 20585 or on (202) 586-3159.

Exemption 6 protects from disclosure "personnel and medical and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. . . ." Exemption 7(C) provides that "records or information compiled for law enforcement purposes" may be withheld from disclosure, but only to the extent the production of such documents "could reasonably be expected to constitute an unwarranted invasion of personal privacy. . . ."

Names and information that would tend to disclose the identity of certain individuals have been withheld pursuant to Exemptions 6 and 7(C). Individuals involved in the OIG enforcement matters, which in this case include subjects, witnesses, sources of information, and other individuals, are entitled to privacy protections so that they will be free from harassment, intimidation and other personal intrusions.

Exemption 7(A) permits the withholding of "records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information (A) could reasonably be expected to interfere with enforcement proceedings. . . ." The material that is withheld pursuant to 7(A) includes information pertaining to an ongoing investigation. Since there has been no final determination concerning this matter, Exemption 7(A) has been applied to the document. Release of the withheld material at this time could prematurely reveal evidence and interfere with the ongoing enforcement proceeding.

To the extent permitted by law, the DOE, in accordance with Title 10, Code of Federal Regulations (CFR) § 1004.1, will make available records it is authorized to withhold pursuant to the FOIA unless it determines such disclosure is not in the public interest.

In invoking Exemptions 6 and 7(C), we have determined that it is not in the public interest to release the withheld material. In this request, we have determined that the public interest in the

identity of individuals, whose names appear in these files, does not outweigh such individuals' privacy interests. Those interests include being free from intrusions into their professional and private lives.

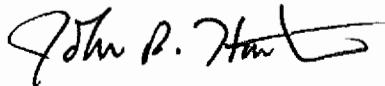
In invoking Exemption 7(A), we have concluded that it is not in the public interest to disclose material relating to an ongoing law enforcement proceeding. We have determined that it is not in the public interest to release investigative information when, as in this case, release could tend to prematurely disclose enforcement efforts, or provide individuals involved an opportunity to fabricate defenses, destroy evidence, intimidate actual or potential witnesses, or otherwise impede an appropriate resolution of the enforcement matter.

As required, all releasable information has been segregated from the material that is withheld and is provided to you. See 10 C.F.R. § 1004.7(b)(3).

This decision may be appealed within 30 calendar days from your receipt of this letter. Pursuant to 10 C.F.R. § 1004.8, appeals should be addressed to the Director, Office of Hearings and Appeals, HG-1/L'Enfant Plaza Building, U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615.

Thereafter, judicial review will be available to you in the Federal district court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where the DOE records are situated, or (4) in the District of Columbia.

Sincerely,

A handwritten signature in black ink, appearing to read "John R. Hartman", with a stylized flourish at the end.

John R. Hartman
Acting Assistant Inspector General
for Investigations
Office of Inspector General

Enclosures

Document Number 1



Department of Energy
Washington, DC 20585

June 14, 2012

MEMORANDUM FOR THE DIRECTOR, OFFICE OF MANAGEMENT

FROM:

John R. Hartman
John R. Hartman

Deputy Inspector General for Investigations

SUBJECT:

EXEC-2012-005155: Concerns from (b)(6),(b)(7)(C) Regarding Lack
of Response to a FOIA Request (OIG File No. I12RS074) - 12-0250-C

This memorandum serves to advise you that the Office of Inspector General (OIG) is in receipt of the above mentioned correspondence from the Executive Secretariat. We understand that your office has been assigned this matter for appropriate action. We would appreciate receiving a copy of any response to the Executive Secretariat. We will review any information your office provides to determine if further OIG action is warranted. A copy of this memorandum is also being sent to the Office of Intelligence and Counterintelligence, as they were also copied on the original correspondence from the Executive Secretariat.

This memorandum, including any attachments and information contained therein, is the property of the Office of Inspector General and is for OFFICIAL USE ONLY. The original and any copies of the memorandum must be appropriately controlled and maintained. Disclosure to unauthorized persons without prior Office of Inspector General written approval is strictly prohibited and may subject the disclosing party to liability. Unauthorized persons may include, but are not limited to, individuals referenced in the memorandum, contractors, and individuals outside the Department of Energy. Public disclosure is determined by the Freedom of Information Act (Title 5, U.S.C., Section 552) and the Privacy Act (Title 5, U.S.C., Section 552a).

Please contact (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

or at

(b)(6),(b)(7)(C) should you have questions regarding this matter.

cc: Director, Office of Intelligence and Counterintelligence

OFFICIAL USE ONLY

Document Number 2

December 5, 2012

MEMORANDUM FOR THE ADMINISTRATOR, NATIONAL NUCLEAR SECURITY
ADMINISTRATION

FROM: Michael S. Milner
Assistant Inspector General for Investigations

SUBJECT: Questionable Practices by Sandia National Laboratories Surveillance
Organization Staff (OIG File No. H2RS100) *12-0215-C*

Please see the attached anonymous complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter to your office for appropriate action. The OIG would appreciate a written reply within 30 calendar days of your office's receipt of this memorandum. We will review your office's response, including any additional facts you develop, to determine if further OIG action is warranted.

This memorandum, including any attachments and information contained therein, is the property of the Office of Inspector General and is for OFFICIAL USE ONLY. The original and any copies of the memorandum must be appropriately controlled and maintained. Disclosure to unauthorized persons without prior Office of Inspector General written approval is strictly prohibited and may subject the disclosing party to liability. Unauthorized persons may include, but are not limited to, individuals referenced in the memorandum, contractors, and individuals outside the Department of Energy. Public disclosure is determined by the Freedom of Information Act (Title 5, U.S.C., Section 552) and the Privacy Act (Title 5, U.S.C., Section 552a).

Please contact (b)(6).(b)(7)(C) [redacted]
(b)(6).(b)(7)(C) [redacted] should you have questions regarding this matter.

Attachment

OFFICIAL USE ONLY

August 1, 2012

Department of Energy
Office of Inspector General
1000 Independence Avenue, SW
Washington, DC 20585

Dear Sir or Madam:

I would like report fraud occurring in the Surveillance Organization at Sandia National Laboratories.

Staff is being directed by management to exaggerate the completion status and downplay the deficiencies of the B61/B83 tester being developed for their WETL facility in Amarillo, TX. The magnitude the cost overruns are being hidden by directing staff to mischarge other projects.

The surveillance staff has been directed to ignore anomalies detected during performance, reliability and safety testing of nuclear weapon systems in an effort to improve metrics reported to NNSA.

Testing of safety critical components at WETL has degraded their safety performance. However, the Surveillance Organization is not reporting the degradation and is allowing the components to be installed in nuclear weapons and returned to stockpile resulting in an increased risk of a nuclear accident.

Document Number 4



Department of Energy
Washington, DC 20585

August 8, 2013

MEMORANDUM FOR THE ASSISTANT SECRETARY FOR ENERGY EFFICIENCY
AND RENEWABLE ENERGY

FROM: Michael S. Milner *Michael S. Milner*
Assistant Inspector General for Investigations

SUBJECT: Alleged Mismanagement of the L-Prize Contest
(OIG File No. J13RR104) - *12-0279-C*

This memorandum serves to advise you of a complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter for information purposes and for whatever action you deem appropriate. We would appreciate a written reply should your office confirm wrongdoing or misconduct in response to this memorandum or identify fraud involving Department programs, operations, or personnel.

The allegations reported to the OIG are as follows:

The Department modified the technical requirements of the L-Prize Contest, without public notice or opportunity for comment. Specifically, light beam collimation requirements have been relaxed, which gives an unfair advantage to parties with less competitive optical design skills. This change was based on Departmental consultation with undisclosed "lighting industry experts." The complainant questioned whether any of those consulted were direct or indirect representatives of companies wishing to participate in the L-Prize Contest.

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Please contact (b)(6),(b)(7)(C) or
(b)(6),(b)(7)(C) should you have questions regarding this matter.

OFFICIAL USE ONLY

November 29, 2012

MEMORANDUM FOR THE ASSISTANT SECRETARY FOR ENVIRONMENTAL
MANAGEMENT

FROM: Michael S. Milner
Assistant Inspector General for Investigations

SUBJECT: EXEC-2012-008131: E-mail from Oak Ridge Office Employee
(b)(6),(b)(7)(C) [redacted] OIG File No. H2RS104)-12-0279-C

This letter serves to advise you that the Office of Inspector General (OIG) is in receipt of the above mentioned correspondence from the Executive Secretariat. We understand that your office has been assigned this matter for appropriate action. We would appreciate receiving a copy of any response to the Executive Secretariat. We will review the information your office provides to determine if further OIG action is warranted.

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Please contact (b)(6),(b)(7)(C) [redacted] on
(b)(6),(b)(7)(C) [redacted] should you have questions regarding this
matter.

OFFICIAL USE ONLY

Document Number 5



Department of Energy
Washington, DC 20585

January 10, 2013

MEMORANDUM FOR THE DIRECTOR, OFFICE OF SCIENCE

FROM: Michael S. Milner *MSM*
Assistant Inspector General for Investigations

SUBJECT: Alleged Waste of Resources at the Lawrence Berkeley National
Laboratory (OIG File No. I13RR032) - 13-0055-e

This memorandum serves to advise you of an anonymous complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline (see attached). Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter to your office for information purposes and for whatever action you deem appropriate. We would appreciate a written reply should your office confirm wrongdoing or misconduct in response to this memorandum or identify fraud involving Department programs, operations, or personnel.

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Please contact (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

should you have questions regarding this matter.

Attachment

OFFICIAL USE ONLY

December 20, 2012

U.S. Department of Energy
Office of Inspector General
ATTN: IG Hotline
1000 Independence Avenue, SW
Mail Stop 5D-031
Washington, DC 20585

Dear Inspector General,

I have been a Lawrence Berkeley National Laboratory (LBL) employee over the last several years, and I am writing to report on the waste and misuse of DoE resources.

As you may know, DoE is financing the Quantum Materials (QM) program within the Materials Sciences Division (MSD)/LBL. The materials (crystals) growth laboratories in buildings 55, 64, and 2 were officially led by (b)(6).(b)(7)(C) (at least that is the image created for the DoE Reviewers). However, the scientist running the labs is in fact (b)(6).(b)(7)(C) (b)(6).(b)(7)(C) and neither of them has acted in the interests of DoE with regard to these labs.

Over the last more than four years (b)(6).(b)(7)(C) managed the crystal growth labs towards directions irrelevant to MSD/LBL's and DoE's scientific missions and oriented them instead toward support of industry corporations and their commercial materials synthesis and characterization requests. Of course, as part of Quantum Materials (b)(6).(b)(7)(C) got a share of the QM funds to support the lab, but although it is a DoE lab, the majority of her grants and other funding were from other organizations, (b)(6).(b)(7)(C) which is additional evidence that (b)(6).(b)(7)(C) interests were not to serve the scientific community at LBL/ UC Berkeley. And as further evidence, people from the Quantum Materials group were at times not allowed (b)(6).(b)(7)(C) to use certain lab equipment because (b)(6).(b)(7)(C) gave higher priority to commercial projects.

Because of the large dissatisfaction this created among PI/faculty members of the Quantum Materials group and LBL in general, a materials junior faculty position was open jointly between the UC Berkeley Physics Department and the Quantum Materials/Materials Sciences Division of LBL. The Chair of the search committee was (b)(6).(b)(7)(C). The position was quickly filled with (b)(6).(b)(7)(C) (b)(6).(b)(7)(C) former (b)(6).(b)(7)(C) from the Geballe Laboratory for Advanced Materials and Department of Applied Physics, Stanford University, basically a competitor lab and institution.

After this position was filled, LBL built in record time over the last few months a second materials growth laboratory (in building 62 of LBL), within the same Quantum Materials organization. Officially, (b)(6).(b)(7)(C) appointment will start on January, 2013, with the plan that (b)(6).(b)(7)(C) will run this second lab. (b)(6).(b)(7)(C)

A crystal growth laboratory is a very expensive facility and building two for such a small group (6 PIs) instead of dealing with the core issue I would consider a waste of resources. The outcome of this group is below the scientific standards set by other similar materials groups, for instance from AMES Lab or ORNL Lab, and I wanted to bring this situation to your attention.

Sincerely yours,
Anonymous LBL employee

Document Number 6



Department of Energy
Washington, DC 20585

February 25, 2013

MEMORANDUM FOR THE DIRECTOR, OFFICE OF SCIENCE

FROM: Michael S. Milner *msm*
Assistant Inspector General for Investigations

SUBJECT: Concerns with the Office of Science and Technology Information
(OIG File No. I13RR044) - *13-0065-C*

This memorandum serves to advise you of an anonymous complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline (see attached). Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter to your office for information purposes and for whatever action you deem appropriate. We would appreciate a written reply should your office confirm wrongdoing or misconduct in response to this memorandum or identify fraud involving Department programs, operations, or personnel.

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Please contact (b)(6),(b)(7)(C) or at
(b)(6),(b)(7)(C) should you have questions regarding this matter.

Attachment

OFFICIAL USE ONLY

From: [REDACTED]
Sent: Tuesday, February 19, 2013 9:48 AM
To: IGHOTLINE
Subject: Fraud, Waste, and Abuse at OSTI

Follow Up Flag: Follow up
Flag Status: Flagged

The majority of the government employees that I have interacted with are neither technically competent nor do they have enough work to occupy them for 40 hours per week. I would wager that the employees I have interacted with might actually work only 10 hours per week. One of these employees spends [REDACTED] time chatting (b)(6), (b)(7)(C) on the telephone with [REDACTED] (b)(6), (b)(7)(C) for at least 2 hours per day. Another roams the halls and (b)(6), (b)(7)(C) interrupts those of us who are actually working. [REDACTED] claims to know scripting languages, but has broken more (b)(6), (b)(7)(C) applications than [REDACTED] developed. At one point [REDACTED] even subjected OSTI to a SQL Injection attack.

The biggest issue that I see at OSTI is the contractor/government employee relationship. The government management has used funds dedicated for cybersecurity positions and have opened positions up for their friends. These positions, under the guise of cybersecurity, actually do nothing that pertains to cybersecurity. Two of the positions are application developers, one is a DBA, and the other was given to the previous contract manager. All of the individuals are close friends and it is no surprise that they were hand-chosen to fill these false positions. The fifth cybersecurity position is a technical writer at best. None of the filled positions have any knowledge of cybersecurity, no security training or certifications, and none of them have anything to do with the network and host-based security controls implemented at OSTI.

I believe it is imperative that an investigation into the misappropriation of funds for the cybersecurity positions be performed. Furthermore, abuse of power and coercion into hiring unqualified personnel should be punished. Finally, waste of government salaries in the form of unqualified workers and individuals who simply show up for a paycheck needs to be addressed.

Thank you, and good luck.

Document Number 7



Department of Energy
Washington, DC 20585

February 25, 2013

MEMORANDUM FOR THE ADMINISTRATOR, NATIONAL NUCLEAR SECURITY
ADMINISTRATION

FROM: Michael S. Milner *Michael S. Milner*
Assistant Inspector General for Investigations

SUBJECT: Potential Waste of Government Funds (OIG File No. H3RR047)-13-0068-C

This memorandum serves to advise you of a complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter to your office for information purposes and for whatever action you deem appropriate. We would appreciate a written reply should your office confirm wrongdoing or misconduct in response to this memorandum or identify fraud involving Department programs, operations, or personnel.

The allegations in the complaint reported to the OIG are as follows:

The National Nuclear Security Administration (NNSA) is wasting Government resources by seeking to rename Site Offices as Field Offices. Specifically, Government resources would be wasted by changing office names on signs, gates, letterhead, and stationary, as well as staff time needed to change office names on various documents. The name change is also contrary to NNSA Policy Letter NAP-21, *Transformational Governance and Oversight*, which defines a Site Office as a "Field element responsible for contract administration and operational oversight, typically located at a Contractor-operated Site." NAP-21 further defines a Field Office as "A field element with a single programmatic mission that is of limited duration."

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Please contact (b)(6).(b)(7)(C) or at
(b)(6).(b)(7)(C) should you have questions regarding this matter.

OFFICIAL USE ONLY

Document Number 8



Department of Energy
Washington, DC 20585

June 12, 2013

MEMORANDUM FOR THE ADMINISTRATOR, NATIONAL NUCLEAR SECURITY
ADMINISTRATION

FROM: Michael S. Milner *Michael S. Milner*
Assistant Inspector General for Investigations

SUBJECT: Unnecessary Personnel Security Requirements at the Sandia National
Laboratories (OIG File No. H3RR086) - **13-0106-C**

This memorandum serves to advise you of a complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter for information purposes and for whatever action you deem appropriate. We would appreciate a written reply should your office confirm wrongdoing or misconduct in response to this memorandum or identify fraud involving Department programs, operations, or personnel.

The allegations in the complaint reported to the OIG are as follows:

The Sandia National Laboratories (Sandia) currently requires "almost all" of its employees to maintain a Department L or Q security clearance; however, many of these employees are in positions that do not require a security clearance because they: 1) do not have a need to access classified material; 2) handle classified material infrequently; or 3) are given administrative duties requiring a security clearance, such as checking to see if a safe located in a secure area is locked. Allegedly, this is done to justify a security clearance. According to the complainant, removing security clearance requirements for some Sandia positions could result in significant cost savings. Further, Sandia's security clearance requirements may be in violation of DOE Order 472.2, *Personnel Security*.

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Please contact (b)(6),(b)(7)(C) or
(b)(6) should you have questions regarding this matter.

Document Number 9



Department of Energy
Washington, DC 20585

June 17, 2013

MEMORANDUM FOR THE DIRECTOR, OFFICE OF SCIENCE

FROM: Michael S. Milner *Michael S. Milner*
Assistant Inspector General for Investigations

SUBJECT: Questionable Conduct at Lawrence Berkeley National Laboratory
(OIG File No. I13RR087) - **13-0107-C**

This memorandum serves to advise you of a complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG). Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter for information purposes and for whatever action you deem appropriate. We would appreciate a written reply should your office confirm wrongdoing or misconduct in response to this memorandum or identify fraud involving Department programs, operations, or personnel.

The allegation in the complaint reported to the OIG is as follows:

Lawrence Berkeley National Laboratory (Berkeley) officials mismanaged the Cooperative Research and Development Agreement (CRADA) proposals submitted by (b)(6), (b)(7)(C). Specifically, numerous Berkeley officials took over one year to evaluate (b)(6), (b)(7)(C) CRADA proposal and improperly involved Sandia National Laboratories officials in the process, despite a Non-Disclosure Agreement.

This matter was also referred to the University of California (University) by (b)(6), (b)(7)(C). A copy of the response from the University's Office of the Vice President for Laboratory Management is attached hereto.

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Please contact (b)(6), (b)(7)(C) or (b)(6), (b)(7)(C) should you have questions regarding this matter.

Attachment

OFFICIAL USE ONLY

Document Number 10

14NOV2014

13-0123-C MISMANAGEMENT OF THE L-PRIZE PROGRAM

**Complaint
Summary:**

ON 8/1/13, THE HOTLINE RECEIVED AN EMAIL
FROM (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

ALLEGING THAT THE DOE IMPROPERLY
MODIFIED THE TECHNICAL REQUIREMENTS OF
THE L-PRIZE CONTEST.

Current Status:

Closed; Referred to DOE for Info. Only; No Response
Reqd. (RR)

Date Received:

01AUG2013

Date Initiated:

07AUG2013

Primary Investigator:

Other Investigators:

Type:

Subject Type:

Special Flags:

Category:

(b)(6),(b)(7)(C)

[Other]

[Other]

NAP

[None]

[None]

[Other]

Received By:

Complaint Source:

Complainant Location:

Allegation Location:

Referred To OIG Website

Recovery Act

HQ Program Office

Priority

Retaliation

FOIA Interest

INV Assigned Office

Offense Location

Documents:

No Data Available

General Public

Headquarters-Forrestal

Headquarters-Forrestal

N/A

No

Other

Level 3 (Routine)

No

No

Hotline

District Of Columbia

Allegation #1:

Location:

Summary:

Headquarters-Forrestal

PREDICATION: ON 01-AUG-2013, THE HOTLINE
RECEIVED AN EMAIL FROM (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

ALLEGING MISMANAGEMENT OF THE L-PRIZE
PROGRAM. SPECIFICALLY, (b)(6),(b)(7)(C)
STATED THAT THE DEPARTMENT IMPROPERLY
MODIFIED THE TECHNICAL REQUIREMENTS OF
THE L-PRIZE CONTEST.

DISPOSITION: ON 07-AUG-2013, THE CCC
DECIDED TO REFER THIS MATTER TO EE-1 FOR
ACTION/INFORMATION (RR).

Finding Summary:

Complainant

Name:	(b)(6),(b)(7)(C)	
AKA:		
Bargaining Unit Employee:		No
Victim:	No	
Employment Status:		Other
Waive Confidentiality:		N/A
		Work
		Address:
DOB:		Work
		Address 2:
Org.:		Work City:
		Work State:
		Work Zip
		Code:
Pay Band:	[Unknown]	Country:
Location:	[Other]	Work:
Home:		Mobile:
Other:		
Office Info:		

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User chronology entries:

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Document Number 11



Department of Energy
Washington, DC 20585

August 8, 2013

The Honorable Carolyn Lerner
Special Counsel
U.S. Office of Special Counsel
1730 M St. NW, Suite 218
Washington, DC 20036-4505

SUBJECT: Alleged Misconduct by the Office of Special Counsel
(DOE OIG File No. 113RR105) - 13-124-C

Dear Ms. Lerner:

This letter serves to advise you of a complaint received by the U.S. Department of Energy's (Energy) Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint warrant a referral to your office for information purposes and appropriate action. We would appreciate being notified should you identify fraud involving Energy programs, operations, or personnel in response to this letter.

The allegations reported to the OIG are as follows:

The U.S. Office of Special Counsel (OSC) has "informally" referred whistleblower disclosures to agency Inspectors General. Reportedly, The Whistleblower Protection Act of 1989 gives the OSC discretion to make formal referrals to agency heads; however, there is no authority to make "informal" referrals to Inspectors General.

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Please contact (b)(6),(b)(7)(C) or
(b)(6),(b)(7)(C) should you have questions regarding this matter.

Sincerely,

Michael S. Milner
Michael S. Milner
Assistant Inspector General
for Investigations
Office of Inspector General

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Document Number 12



Department of Energy
Washington, DC 20585

December 12, 2012

MEMORANDUM FOR THE ASSISTANT SECRETARY FOR ENVIRONMENTAL
MANAGEMENT

FROM: Michael S. Milner *Michael S. Milner*
Assistant Inspector General for Investigations

SUBJECT: Alleged Mismanagement and Waste of Funds at the Savannah River
Site (OIG File No. I13RS006) - *13-0140-C*

This memorandum serves to advise you of a complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter to your office for appropriate action. The OIG would appreciate a written reply within 30 calendar days of your office's receipt of this memorandum. We will review your office's response, including any additional facts you develop, to determine if further OIG action is warranted.

The allegations in the complaint reported to the OIG are as follows:

Savannah River Nuclear Solutions, LLC (SRNS) has wasted funds and mismanaged the implementation of the PeopleSoft business software system. Specifically, SRNS implemented PeopleSoft in October 2011 and continues to experience problems and delays in processing subcontracts and vendor payments. Groups of "triage units" were established to resolve the problems and delays, and as a result, several duplicate payments were made to subcontractors and vendors. Further, SRNS was paid a "substantial" award fee by the Department for implementing PeopleSoft. As of the date of the complaint to the OIG, the PeopleSoft system was reportedly still not fully functional.

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Please contact (b)(6).(b)(7)(C)

(b)(6).(b)(7)(C)

should you have questions regarding this matter.

OFFICIAL USE ONLY

13-0140-C

Document Number 12a



Department of Energy

Washington, DC 20585

MAY 20 2013

MEMORANDUM FOR MICHAEL S. MILNER
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATION

FROM: KENNETH G. PICH, JR. *KGP*
DEPUTY ASSISTANT SECRETARY
FOR TANK WASTE AND NUCLEAR MATERIAL

SUBJECT: Alleged Mismanagement and Waste of Funds at the Savannah
River Site (OIG File No. I13RS006) - 13-0140-C

This is in response to the Alleged Mismanagement and Waste of Funds at the Savannah River Site (SRS) OIG File No. I13RS006, complaint from Mr. Michael S. Milner, Department of Energy (DOE) Assistant Inspector General for Investigations, dated December 12, 2012, regarding alleged mismanagement and waste of funds while implementing the PeopleSoft business software system at the SRS.

The Savannah River Operations Office (SR) has reviewed the facts relating to the allegations; performed an analysis of the project performance documents and the contract; and conducted interviews with the Savannah River Nuclear Solutions (SRNS) Chief Financial Officer, the Federal Project Director, and the SRNS Project Manager responsible for this deployment. The following background details and findings are provided based on this analysis and interviews.

The SR business system was contracted for \$18.8 million (M) over a two-year period, with a potential incentive fee of \$1.75M. The effort was conducted as a DOE Capital Project in compliance with all applicable DOE Orders and was completed on time and within cost. Benchmarking studies indicated that implementation of an enterprise resource planning system of this size and complexity would typically take four to five years and cost at least \$30M. As implemented, the SR modernization project schedule was 50 percent shorter and cost 30 percent less than these benchmarks. The financial portion of the upgrade received an award for Management/Administrative Excellence from the DOE Chief Information Officer.

Some SRNS payments to subcontractors and vendors were delayed during startup, but focused organizational adjustments were made to address these issues. Some duplicate payments were also issued to vendors but were quickly corrected. The SRNS Performance Based Incentive fees of \$1.0M (Fiscal Year [FY] 2010) and \$750,000 (FY11) were paid based upon successful attainment of aggressive project schedule milestones and compliance with DOE Order 413.3A, Change 1, *Program and Project Management for the Acquisition of Capital Assets*, and DOE Guide 413.3-14, *Information Technology Project Guide*.

13-0140-C



However, the contractor's performance failed to fully meet the government's expectations and was taken into account in the amount of available total fee that was awarded during the FY 2012 evaluation period.

Based on the Office of Environmental Management's (EM) analysis of the implementation of this project, the allegation that SRNS has wasted funds and mismanaged the implementation of the PeopleSoft business software system is unsubstantiated. In addition, the project documentation indicate compliance with Office of Management and Budget guidelines and the Department's requirements and guidelines in the implementation of Information Technology projects of this scale and complexity.

EM does not intend to take any further action in regards to this allegation. If you have any questions, please feel free to contact me, at (202) 586-2003.

cc: Eric Adams, SR
Tim Harms, EM-63

Document Number 13



Department of Energy
Washington, DC 20585

January 10, 2013

MEMORANDUM FOR THE ASSISTANT SECRETARY FOR ENVIRONMENTAL
MANAGEMENT

FROM: Michael S. Milner *Michael S. Milner*
Assistant Inspector General for Investigations

SUBJECT: EXEC-2012-010644: Concerns Regarding Whistleblower Retaliation
and Corruption at the Hanford Site (OIG File No. I13RS019) *13-0153-C*

This letter serves to advise you that the Office of Inspector General (OIG) is in receipt of the above mentioned correspondence from the Executive Secretariat. We understand that your office has been assigned this matter for appropriate action. We would appreciate receiving a copy of any response to the Executive Secretariat. We will review the information your office provides to determine if further OIG action is warranted.

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Please contact (b)(6).(b)(7)(C)

(b)(6).(b)(7)(C)

should you have questions regarding this matter.

OFFICIAL USE ONLY

Document Number 14

14NOV2014

13-0373-CINADEQUATE FOIA SEARCH; DOE RL/ORP

Complaint Summary: ON 15-JAN-13 RICHLAND INVESTIGATIONS
RECEIVED A LETTER FROM (b)(6),(b)(7)(C)
ALLEGING THAT DOE RL/ORP CONDUCTED AN
INADEQUATE SEARCH FOR COMMUNICATIONS
RELATED TO DOE HANFORD CONTRACTOR
EMPLOYEES (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)

Current Status: Closed; No Action (ZZ)
Date Received: 31JAN2013
Date Initiated: 31JAN2013

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: NAP
[None]
[None]
[Other]
Received By: [Other]
Complaint Source: Unknown
Complainant Location: Richland Operations Office
Allegation Location: Richland Operations Office
Retaliation No
HQ Program Office Other
INV Assigned Office Idaho Falls
FOIA Interest No
Priority Level 3 (Routine)
Offense Location Idaho
Referred To OIG Website N/A
Recovery Act No
Documents:
No Data Available

Allegation #1:

Location:

Summary:

Richland Operations Office

PREDICATION: ON JANUARY 15, 2013, THE OIG OFFICE OF INVESTIGATIONS, RICHLAND OFFICE RECEIVED A LETTER FROM (b)(6),(b)(7)(C) THE LETTER STATES THE FOLLOWING:

ON OCTOBER 3, 2011 (b)(6),(b)(7)(C) SUBMITTED A FREEDOM OF INFORMATION REQUEST TO THE RL/ORP FREEDOM OF INFORMATION AND PRIVACY ACT OFFICER. ON NOVEMBER 22, 2011, (b)(6),(b)(7)(C) WAS ADVISED THAT NO RESPONSIVE DOCUMENTS EXIST.

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) RECENTLY REVIEWED DOZENS OF ADDITIONAL EMAILS EXCHANGED PRIOR TO OCTOBER 3, 2011, FROM THE EMAIL ADDRESSES (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) RELATED TO CITY OF PASCO BUSINESS. THESE INCLUDE EMAILS BETWEEN THE AFOREMENTIONED ACCOUNTS, AS WELL AS COMMUNICATION TO AND FROM CITY OF PASCO EMAIL ADDRESSES.

(b)(6),(b)(7)(C) WRITES "BASED ON THE REVIEW, IT APPEARS THAT AN INADEQUATE SEARCH WAS CONDUCTED ON MY OCTOBER 3, 2011 VERY LIMITED FREEDOM OF INFORMATION ACT REQUEST". (b)(6),(b)(7)(C) BELIEVES IT IS APPROPRIATE TO AGAIN REVIEW (b)(6),(b)(7)(C) REQUEST, AND PRODUCE ALL RESPONSIVE EMAILS AS SOON AS POSSIBLE.

(b)(6),(b)(7)(C) ALSO ATTACHED (b)(6),(b)(7)(C) ORIGINAL FREEDOM OF INFORMATION ACT REQUEST LETTER DATED OCTOBER 3, 2011 TO (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) IN THAT LETTER (b)(6),(b)(7)(C) STATES:

"MEMBERS OF THE PUBLIC ARE CONCERNED AND BELIEVE THAT (b)(6),(b)(7)(C) OF LOCKHEED MARTIN AND (b)(6),(b)(7)(C) OF

MISSION SUPPORT ALLIANCE HAVE USED RESOURCES OF THE UNITED STATES GOVERNMENT BY WAY OF GOVERNMENT CONTRACTORS FOR THE PURPOSES OF CONDUCTING BUSINESS RELATED TO THEIR RESPONSIBILITIES AS MAYOR AND COUNCIL MEMBER FOR THE CITY OF PASCO, WASHINGTON. HENCE, THE NEED FOR THE FREEDOM OF INFORMATION ACT REQUEST."

DISPOSITION: ON 30-JAN-2013, THE CCC REQUESTED THAT O/INV CONTACT THE (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) AND ADVISE THAT THE OIG IS IN RECEIPT OF THIS COMPLANT AND IS DEFERRING ACTION TO THE FOIA PROCESS. ON 30-JAN-2013, SA (b)(6),(b)(7)(C) VERBALLY ADVISED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) THAT THE OIG IS DEFERRING ACTION IN THIS MATTER TO THE FOIA PROCESS. AS A RESULT, THIS MATTER WILL BE CLOSED (ZH).

Finding Summary:

Allegation #2:

Location:

Summary:

(b)(6),(b)(7)(C)

Idaho National Laboratory

PREDICATION: ON 16-JAN-2013, SA (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) WAS CONTACTED BY (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) BY TELEPHONE. (b)(6),(b)(7)(C)

ADVISED THAT HE HAD INFORMATION PERTAINING TO A EXTORTION THAT TOOK PLACE AT INL. ACCORDING TO (b)(6),(b)(7)(C) A DOE CONTRACTOR [NOT FURTHER IDENTIFIED] ATTEMPTED TO EXTORT MONEY FROM (b)(6),(b)(7)(C) AFTER (b)(6),(b)(7)(C) HAD COMPLETED A JOB AT INL.

(b)(6),(b)(7)(C)

LATER THAT SAME DAY, 16-JAN-2012, SA (b)(6),(b)(7)(C)

RECEIVED A 52 PAGE FAX FROM (b)(6),(b)(7)(C)

A REVIEW OF THE "CLAIM FOR SERVICES RENDERED" DOCUMENT (b)(6),(b)(7)(C) PROVIDED (b)(6),(b)(7)(C)

DENOTED THAT (b)(6),(b)(7)(C) WAS OWED PAYMENTS FOR (b)(6),(b)(7)(C) SERVICES BETWEEN NOVEMBER 5, 2000 THRU NOVEMBER 24, 2000 FROM WGINT AT THE SCOVILLE, IDAHO, ADVANCED WASTE TREATMENT PLANT. (b)(6),(b)(7)(C) DISPUTES 400 HOURS OF UNPAID COMPENSATION IN THE DOCUMENT. (b)(6),(b)(7)(C) FURTHER WRITES THAT A URS (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) EMPLOYEE NAMED (b)(6),(b)(7)(C) ATTEMPTED TO EXTORT MONEY FROM (b)(6),(b)(7)(C) BY (b)(6),(b)(7)(C) OFFERING TO ISSUE (b)(6),(b)(7)(C) A CHECK IF (b)(6),(b)(7)(C) WOULD (b)(6),(b)(7)(C) "GIVE UP (b)(6),(b)(7)(C) CLAIM" TO THE SECOND WEEKS PAY.

(b)(6),(b)(7)(C) AS REQUESTED BY (b)(6),(b)(7)(C) SA (b)(6),(b)(7)(C) CALLED (b)(6),(b)(7)(C) TO CONFIRM RECEIPT OF THE FAX. AT THAT TIME, SA (b)(6),(b)(7)(C) ADVISED (b)(6),(b)(7)(C) THAT THERE MAY BE A STATUTE OF LIMITATIONS ISSUE RELATED TO YEAR 2000 COMPLAINT. (b)(6),(b)(7)(C) TOLD SA (b)(6),(b)(7)(C) THAT (b)(6),(b)(7)(C) DID NOT BELIEVE THERE WAS A STATUTE OF LIMITATIONS RELATED TO THIS ISSUE.

ON 28-JAN-2013, SA (b)(6),(b)(7)(C) RECEIVED A VOICE (b)(6),(b)(7)(C) MESSAGE FROM (b)(6),(b)(7)(C) REQUESTING A STATUS UPDATE ON THIS MATTER.

ON 28-JAN-2013 SA (b)(6),(b)(7)(C) COORDINATED WITH AUSA (b)(6),(b)(7)(C) DISTRICT OF IDAHO TO CONFIRM THE STATUTE OF LIMITATIONS ON EXTORTION. AUSA (b)(6),(b)(7)(C) ADVISED THAT THE STATUTE OF LIMITATIONS IS 5 YEARS.

(b)(6),(b)(7)(C) SA (b)(6),(b)(7)(C) CALLED (b)(6),(b)(7)(C) AND ADVISED (b)(6),(b)(7)(C) THAT THE OIG WOULD NOT BE OPENING A CASE ON THIS MATTER DUE TO THE STATUTE OF LIMITATIONS. (b)(6),(b)(7)(C) REQUESTED THAT INFORMATION IN WRITING FROM SA (b)(6),(b)(7)(C) WHICH (b)(6),(b)(7)(C) WAS TOLD WOULD NOT BE PROVIDED.

Finding Summary:

DISPOSITION: THIS MATTER IS CLOSED.

Subject

Name: (b)(6).(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: RICHLAND
Work State: WA
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6).(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: RICHLAND
Work State: WA
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: IDAHO FALLS
Work State: ID
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: PASCO
Work State: WA
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Complainant

Name:	(b)(6).(b)(7)(C)	
AKA:		
Bargaining Unit Employee:	No	
Victim:	No	
Employment Status:	Other	
Waive Confidentiality:	N/A	
	Work	
	Address:	
DOB:	Work	
	Address 2:	
Org.:	Work City:	IDAHO FALLS
	Work State:	ID
	Work Zip	
	Code:	
Pay Band:	[Unknown]	
Location:	[Other]	
Home:		
Other:		
Office Info:		
	Country:	
	Work:	
	Mobile:	

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Document Number 15

14NOV2014

14-0038-C (b)(6),(b)(7)(C) **FOIA VIOLATION; LBNL**

Complaint Summary: ON DECEMBER 4, 2013 (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) ADVISED THE OIG THAT ALLEGEDLY
AN UNNAMED INDIVIDUAL OBTAINED A COPY OF
A REPORT PERTAINING TO AN INVESTIGATION
BACK IN 2011, INVOLVING (b)(6),(b)(7)(C)
VIOLATING ETHICS AND MISUSE OF POSITION.

Current Status: Closed; Referred to Other OIG Entity (RA/RI/RC)
Date Received: 12DEC2013
Date Initiated: 12DEC2013

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: NAP

[None]
[None]
Received By: [Other]
Complaint Source: DOE Management

Complainant Location: (b)(6),(b)(7)(C)
Allegation Location:

Recovery Act No
Referred To OIG Website N/A
FOIA Interest No
Priority Level 3 (Routine)
Retaliation No
INV Assigned Office Hotline
HQ Program Office Other
Offense Location California
Documents:
No Data Available

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**Close Actions
Techniques**

No Data Available

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Allegation #1:

Location:

Summary:

(b)(6),(b)(7)(C)

PREDICATION: ON DECEMBER 4, 2013, (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

ADVISED THE
OIG THAT AN UNNAMED INDIVIDUAL ALLEGEDLY
OBTAINED A COPY OF A REPORT PERTAINING TO
AN INVESTIGATION BACK IN 2011 INVOLVING (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

VIOLATING ETHICS AND MISUSE OF

MANAGEMENT POSITION (b)(6),(b)(7)(C) STATED

IT WAS A VIOLATION OF THE FREEDOM OF
INFORMATION ACT (FOIA).

DISPOSITION: ON 12-DEC-2013, THE CCC
DECIDED TO REFER THIS MATTER TO O/INS FOR
PLANNING PURPOSES (RI).

Finding Summary:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Org.: **Address 2:** (b)(6),(b)(7)(C)
Work City:
Work State: CA
Work Zip Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Org.: **Address 2:** (b)(6),(b)(7)(C)
Work City:
Work State: CA
Work Zip Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

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User chronology entries:

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Document Number 16

October 24, 2013

MEMORANDUM FOR THE ADMINISTRATOR, NATIONAL NUCLEAR SECURITY
ADMINISTRATION

FROM: Michael S. Milner
Assistant Inspector General for Investigations

SUBJECT: Questionable Procurement Practices (OIG File No. 114RR007) - 14-0059-C

This memorandum serves to advise you of a complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG). Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter for information purposes and for whatever action you deem appropriate. We would appreciate a written reply should your office confirm wrongdoing or misconduct in response to this memorandum or identify fraud involving Department programs, operations, or personnel.

The allegation in the complaint is as follows:

National Nuclear Security Administration (NNSA) officials improperly influenced the hiring of (b)(6),(b)(7)(C) as a contractor employee. Specifically (b)(6),(b)(7)(C) either received an individual contract or was hired by Delta Research Associates (DRA) under an existing contract, at the behest of senior NNSA officials.

Additionally, NNSA Office of Management and Budget (NA-MB) officials improperly met with DRA support contractors in February 2013 to discuss potential effects of sequestration. A senior NA-MB official discussed potential lay-offs with DRA staff directly, while excluding DRA management from the discussions.

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Please contact (b)(6),(b)(7)(C) or
(b)(6),(b)(7)(C) should you have questions regarding this matter.

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14NOV2014

14-0059-C CONTRACT IRREGULARITIES; MISUSE OF
POSITION; NNSA

**Complaint
Summary:**

BEWTEEN 02-JUL AND 07-SEP-2013

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) MADE MULTIPLE COMPLAINTS
OF CONTRACTING IRREGULARITIES AND MISUSE
OF POSITION TO THE OIG O/INS.

Current Status:

Closed; Referred to DOE for Info. Only; No Response
Reqd. (RR)

Date Received:

13SEP2013

Date Initiated:

17OCT2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type:

[Other]

Subject Type:

[Other]

Special Flags:

Category:

NAP

[None]

[None]

[Other]

Received By:

Complaint Source:

DOE Employee

Complainant Location:

National Nuclear Security Administration

Allegation Location:

National Nuclear Security Administration

Recovery Act

No

Referred To OIG Website

N/A

FOIA Interest

No

Retaliation

No

INV Assigned Office

Hotline

HQ Program Office

Other

Offense Location

District Of Columbia

Priority

Level 3 (Routine)

Documents:

No Data Available

**Close Actions
Techniques**

No Data Available

Allegation #1:

Location:

Summary:

National Nuclear Security Administration

PREDICATION: DURING THE PERIOD JULY 2, 2013 TO SEPTEMBER 7, 2013, (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) [PROTECT IDENTITY], (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) OFFICE OF FOSSIL ENERGY, GERMANTOWN, MD CONTACTED INSPECTOR (b)(6), (b)(7)(C) WASHINGTON DC INSPECTIONS GROUP ON MULTIPLE OCCASIONS TO ALLEGE PROCUREMENT IRREGULARITIES WITHIN THE NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA) (b)(6), (b)(7)(C) IS A FORMER (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) ALLEGED THE FOLLOWING:

1) QUESTIONABLE PROCUREMENT ACTIVITIES RELATING TO MODIFICATION OF A CENTER FOR PERFORMANCE DEVELOPMENT (CPD) CONTRACT;

2) MISUSE OF POSITION;

3) QUESTIONABLE CONTRACTING PRACTICES; AND,

4) QUESTIONABLE INTERACTIONS BETWEEN NNSA AND CONTRACTOR OFFICIALS (DRA).

DISPOSITION: ON 25-SEP-2013, THE CCC DECIDED TO: RA ISSUE 1; ZH ISSUE 2; RR ISSUES 3 & 4 TO NA-1.

Finding Summary:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: WASHINGTON

Work State: DC

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: WASHINGTON

Work State: DC

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
Work Address 2:
Org.: **Work City:** WASHINGTON
Work State: DC
Work Zip Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info: **Work:**
Mobile:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: **Work Address 2:**
Org.: **Work City:** WASHINGTON
Work State: DC
Work Zip Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info: **Work:**
Mobile:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
Work Address 2:
Org.: **Work City:** WASHINGTON
Work State: DC
Work Zip Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
Work Address 2:
Org.: **Work City:** WASHINGTON
Work State: DC
Work Zip Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: CENTER FOR PROFESSIONAL DEVELOPMENT

AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City:
Work State:
Work Zip
Code:
Country:
Work:
Home: Mobile:
Other:
Office Info:

Witness

Name: DELTA RESEARCH ASSOCIATES
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City:
Work State:
Work Zip
Code:
Country:
Work:
Home: Mobile:
Other:
Office Info:

User chronology entries:

Document Number 17

14NOV2014

14-0061-C (b)(6),(b)(7)(C) **NEPOTISM; NNSA**

**Complaint
Summary:**

ON 9/16/13, THE HOTLINE RECEIVED AN
ANONYMOUS LETTER ALLEGING THAT (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) NA-1, IMPROPERLY ADVOCATED FOR
EMPLOYMENT OF (b)(6),(b)(7)(C) [NOT IDENTIFIED]. (b)(6),(b)(7)(C)

Current Status:

Closed; Referred to DOE for Info. Only; No Response
Reqd. (RR)

Date Received:

16SEP2013

Date Initiated:

22NOV2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type:

[Other]

Subject Type:

[Other]

Special Flags:

Category:

NAP

[None]

[None]

[Other]

Received By:

Complaint Source:

Unknown

Complainant Location:

National Nuclear Security Administration

Allegation Location:

National Nuclear Security Administration

Recovery Act

No

Referred To OIG Website

N/A

Offense Location

District Of Columbia

Retaliation

No

INV Assigned Office

Hotline

FOIA Interest

No

Priority

Level 3 (Routine)

HQ Program Office

Other

Documents:

No Data Available

**Close Actions
Techniques**

No Data Available

Allegation #1:

Location:

Summary:

National Nuclear Security Administration

PREDICATION: ON 16-SEP-2013, THE HOTLINE RECEIVED AN ANONYMOUS LETTER ALLEGING NEPOTISM BY (b)(6),(b)(7)(C) NATIONAL NUCLEAR SECURITY ADMINISTRATION. SPECIFICALLY, THE COMPLAINANT ALLEGED THAT (b)(6),(b)(7)(C) ADVOCATED AND SOLICITED FOR THE EMPLOYMENT OF (b)(6),(b)(7)(C) [NOT FURTHER IDENTIFIED].

DISPOSITION: ON 25-SEP-2013, THE CCC DECIDED THAT (b)(6),(b)(7)(C) WILL VERBALLY REFER THIS MATTER TO GC-1 FOR ACTION/INFORMATION (RR). ON 25-SEP-2013, (b)(6),(b)(7)(C) VERBALLY BRIEFED THIS MATTER TO MS. SUSAN BEARD, GC-77.

Finding Summary:

Subject

Name: (b)(6).(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6).(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Org.: Address 2:
Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info: Work:
Mobile:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Org.: Address 2:
Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info: Work:
Mobile:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other Federal Government Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Org.: Address 2:
Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Work:
Home:
Mobile:
Other:
Office Info:

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User chronology entries:

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Document Number 18

14NOV2014

**14-0062-C MISUSE OF GOVERNMENT COMPUTERS;
BROOKHAVEN NATIONAL LAB**

Complaint Summary: ON 20-NOV-2013, THE HOTLINE RECEIVED AN ANONYMOUS LETTER ALLEGING MISUSE OF GOVERNMENT COMPUTERS AT THE BROOKHAVEN NATIONAL LABORATORY.

Current Status: Closed; Referred to DOE for Info. Only; No Response Req'd. (RR)
Date Received: 20NOV2013
Date Initiated: 05DEC2013

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: NAP
[None]
[None]
[Other]
Received By:
Complaint Source: Unknown
Complainant Location: Brookhaven National Laboratory
Allegation Location: Brookhaven National Laboratory
Referred To OIG Website: N/A
Offense Location: New York
FOIA Interest: No
Retaliation: No
Priority: Level 3 (Routine)
HQ Program Office: Other
INV Assigned Office: Hotline
Recovery Act: No
Documents:
No Data Available

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**Close Actions
Techniques**

No Data Available

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Allegation #1:

Location:

Brookhaven National Laboratory

Summary:

PREDICATION: ON 20-NOV-2013, THE HOTLINE
RECEIVED AN ANONYMOUS LETTER ALLEGING
MISUSE OF GOVERNMENT COMPUTERS AT THE
BROOKHAVEN NATIONAL LABORATORY.

DISPOSITION: ON 05-DEC-2013, THE CCC
DECIDED TO VERBALLY REFER THIS MATTER TO
SC-1 FOR ACTION/INFORMATION (RR). ON
12-DEC-2013, THE HOTLINE [REDACTED] VERBALLY (b)(6).(b)(7)(C)
BRIEFED [REDACTED] SC-1, ON THE FACT
AND CIRCUMSTANCES OF THIS COMPLAINT.

Finding Summary:

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EXPRESS APPROVAL OF THE OIG

User chronology entries:

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Document Number 19

14NOV2014

14-0201-C WITHHOLDING DOCUMENTS REQUESTED UNDER
FOIA; NNSA

Complaint Summary: ON 11/25/13, THE HOTLINE RECEIVED AN EMAIL FROM (b)(6), (b)(7)(C) CONTAINING A NEWS RELEASE STATING THAT CITIZEN ACTION NEW MEXICO IS SUING THE NNSA UNDER THE FOIA FOR WITHHOLDING DOCUMENTS RELATED TO NUCLEAR SAFETY AT SNL.

Current Status: Closed; No Action (ZZ)
Date Received: 25NOV2013
Date Initiated: 17DEC2013

Primary Investigator:

Other Investigators:

Type:

Subject Type:

Special Flags:

Category:

(b)(6), (b)(7)(C)

Received By:

Complaint Source:

Complainant Location:

Allegation Location:

Offense Location

INV Assigned Office

HQ Program Office

Retaliation

Priority

Recovery Act

FOIA Interest

Referred To OIG Website

Documents:

No Data Available

[Other]

[Other]

NAP

[None]

[None]

[Other]

General Public

National Nuclear Security Administration

National Nuclear Security Administration

New Mexico

Hotline

Other

No

Level 3 (Routine)

No

No

N/A

**Close Actions
Techniques**

No Data Available

Allegation #1:

Location:

Summary:

National Nuclear Security Administration

PREDICATION: ON 25-NOV-2013, THE HOTLINE
RECEIVED AN EMAIL FROM (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) CITIZEN ACTION NEW
MEXICO (CITIZEN ACTION), CONTAINING A NEWS
RELEASE STATING THAT CITIZEN ACTION HAS
FILED A LAWSUIT AGAINST THE NATIONAL
NUCLEAR SECURITY ADMINISTRATION (NNSA)
AND DEPARTMENT OF ENERGY UNDER THE
FREEDOM OF INFORMATION ACT (FOIA).
SPECIFICALLY, CITIZEN ACTION ALLEGED IN THE
LAWSUIT THAT THE NNSA HAS FAILED TO MAKE
NOTIFICATION OF A DETERMINATION OR
PROVIDE DOCUMENTS REQUESTED BY CITIZEN
ACTION RELATED TO SAFETY OF OPERATIONS
AT THE SANDIA NATIONAL LABORATORIES,
PURSUANT TO A FOIA REQUEST FILED IN MARCH
2011.

DISPOSITION: ON 03-DEC-2013, THE PRE-CCC
DECIDED TO COORDINATE THIS MATTER WITH
NA AND GC AND CLOSE DUE TO LACK OF OIG
JURISDICTION (ZH).

Finding Summary:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: ALBUQUERQUE
Work State: NM
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Complainant

Name: CITIZEN ACTION NEW MEXICO
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: ALBUQUERQUE
Work State: NM
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

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User chronology entries:

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Document Number 20

14NOV2014

14-0203-CNNSA; FRAUD AND WASTE OF FUNDS

Complaint Summary: ON 12/12/13 THE HOTLINE RECEIVED AN EMAIL FROM (b)(6),(b)(7)(C) ALLEGING THAT THE PROPOSED UPDATE OF THE NUCLEAR WEAPONS STOCKPILE IS "A DANGEROUS FRAUD AGAINST THE AMERICAN PEOPLE."

Current Status: Closed; No Action (ZZ)
Date Received: 12DEC2013
Date Initiated: 18DEC2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type: [Other]

Subject Type: [Other]

Special Flags:

Category: NAP

[None]

[None]

Received By: [Other]

Complaint Source: [Other]

Complainant Location: National Nuclear Security Administration

Allegation Location: National Nuclear Security Administration

Recovery Act No

Offense Location District Of Columbia

Priority Level 3 (Routine)

Referred To OIG Website N/A

HQ Program Office Other

INV Assigned Office Hotline

FOIA Interest No

Retaliation No

Documents:

No Data Available

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**Close Actions
Techniques**

No Data Available

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Allegation #1:

Location:

Summary:

National Nuclear Security Administration

PREDICATION: ON 12-DEC-2013, THE HOTLINE
RECEIVED AN EMAIL FROM (b)(6), (b)(7)(C)

ALLEGING THAT THE DEPARTMENT'S PROPOSED
UPDATE PROGRAM FOR THE NUCLEAR WEAPON
STOCKPILE "IS A DANGEROUS FRAUD AGAINST
THE AMERICAN PEOPLE." ON 16-DEC-2013, THE
HOTLINE RECEIVED AN ADDITIONAL EMAIL FROM

(b)(6), (b)(7)(C)

WHICH STATED THAT "THE
CONSTRUCTION OF NUCLEAR WEAPONS AND
MAINTENANCE OF A NUCLEAR WEAPONS
STOCKPILE IS A CRIMINAL ACTIVITY."

DISPOSITION: ON 17-DEC-2013, THE PRE-CCC
DECIDED TO CLOSE THIS MATTER DUE TO LACK
OF ALLEGATIONS OF VIOLATION OF RULE,
REGULATION OR STATUTE (ZH).

Finding Summary:

Complainant

Name:	(b)(6),(b)(7)(C)	
AKA:		
Bargaining Unit Employee:	No	
Victim:	No	
Employment Status:	Other	
Waive Confidentiality:	N/A	
	Work	
	Address:	
DOB:	Work	
	Address 2:	
Org.:	Work City:	
	Work State:	
	Work Zip	
	Code:	
Pay Band:	[Unknown]	Country:
Location:	[Other]	Work:
Home:		Mobile:
Other:		
Office Info:		

User chronology entries:

Document Number 21

13NOV2014

12-0111-1 MISUSE OF GRANT FUNDS; ALGENOL BIOFUELS;
FT. MYERS, FL
Complaint Summary: THE FT. MYERS FBI OFFICE REQUESTED THE OIG
ASSIST BY GATHERING DOCUMENTS FOR
ALGENOLS DOE GRANT.

Current Status: Closed
Date Received: 08MAR2012
Date Initiated: 09MAR2012

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: Contract and Grant Fraud
Civil False Claims
[None]
[Other]
Received By: Law Enforcement
Complaint Source: Golden Field Office
Complainant Location: Golden Field Office
Allegation Location: FBI
Joint Agency Florida
Offense Location Savannah River
INV Assigned Office No
Retaliation Level 3 (Routine)
Priority No
FOIA Interest Other
HQ Program Office Yes
Recovery Act
Documents:
No Data Available

Close Actions

Case Closed Date 02JUL2013

Last Invest Activity

Evidence Processed Per

Chapter 9

Grand Jury & Subpoenaed

Material Proc Per Chp 8

Discard NCIC

History/Printouts

Closing Notification to

Depart Mgr (Name & Date)

Files and Folders Properly

Labeled

Coordination w TCS

Regarding Electronic

Evidence

Techniques No Data Available

Allegation #1:

Location:

Golden Field Office

Summary:

PREDICATION (08-MAR-2012):

ON FEBRUARY 22, 2012, THE FBI FT. MYERS RA HAS ASKED THAT THE IG ASSIST WITH GATHERING GRANT DOCUMENTS FOR ALGENOLS GRANT TO DEVELOP AND CONSTRUCT A BIOFUEL PLANT.

INVESTIGATIVE FINDINGS:

FBI NOTIFICATION: ON MARCH 9, 2012, THE OIG MADE CASE OPENING NOTIFICATION TO THE FBI, FT. MYERS, FL, VIA FAX..

ON FEBRUARY 22, 2012, THE FEDERAL BUREAU OF INVESTIGATIONS (FBI), FT. MYERS RA CONTACTED THE OIG ABOUT A \$24 MILLION GRANT BETWEEN DOE AND ALGENOL BIOFUELS (ALGENOL). THROUGH A RELIABLE SOURCE THE FBI HAS LEARNED THAT ALGENOLS (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) MAY BE FINANCING (b)(6),(b)(7)(C) LAVISH LIFESTYLE WITH DOES (b)(6),(b)(7)(C) GRANT FUNDS. THE FBI HAS ASKED THAT THE OIG ASSIST THEM WITH GATHERING DOCUMENTS PERTAINING TO ALGENOLS GRANT SO THEY MAY DEVELOP ENOUGH INFORMATION TO OBTAIN A GRAND JURY SUBPOENA.

ON FEBRUARY 27, 2012, SA (b)(6),(b)(7)(C) CONTACTED (b)(6),(b)(7)(C) DOE. (b)(6),(b)(7)(C) GOLDEN FIELD OFFICE TO REQUEST THAT (b)(6),(b)(7)(C) PROVIDE COPIES OF ALGENOLS APPLICATION, PROGRESS REPORTS, AND FINANCIAL REPORTS TO THE OIG. FROM FEBRUARY 28, 2012 THROUGH MARCH 1, 2012, THE OIG RECEIVED 21 FILES FROM (b)(6),(b)(7)(C) AS REQUESTED. THESE FILES WERE FORWARDED TO THE FBI AS THEY REQUESTED.

ON MARCH 23, 2012, THE OIG PROVIDED THE FBI WITH DOCUMENTS GATHERED THUS FAR FROM

DOES ALGENOLS (b)(6),(b)(7)(C)

ON MARCH 25, 2012, THE OIG RECEIVED ALGENOLS FINANCIAL REPORTS FROM DOES

(b)(6),(b)(7)(C)

ON MAY 17, 2012, THE FBI ADVISED THEY HAD BEGUN TO EXAMINE GRAND JURY MATERIALS AND ASKED THAT THE OIG ASSIST WITH THIS REVIEW.

ON JULY 30, 2012, THE FBI CONTINUES TO EXAMINE ALGENOLS RECORDS TO IDENTIFY POSSIBLE STOLEN FUNDS.

ON MAY 17, 2013, THE FBI INDICATED THAT THE CASE WILL BE CLOSED AND NO FURTHER ASSISTANCE WILL BE NEEDED FROM DOE. THE FBI TOLD THE OIG THAT A REVIEW OF FINANCIAL RECORDS INDICATED THAT THERE WAS NO EVIDENCE OF PURCHASES PRECLUDED BY THE GRANT.

DISPOSITION: CLOSED

Finding Summary:

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: FT. MYERS

Work State: FL

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Subject

Name: ALGENOL BIOFUELS

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: FT. MYERS

Work State: FL

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Document Number 22

14NOV2014

**13-0363-C QUI TAM; FISHER AUTOMOTIVE; FALSE
STATEMENTS/FALSE CLAIMS**

**Complaint
Summary:**

ON 12/20/12, THE HOT'L REC'D A QUI TAM FROM
(b)(6),(b)(7)(C) FILED BY (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) FORMER EMPLOYEE OF FISHER
AUTOMOTIVE (b)(6),(b)(7)(C) ALLEGED THAT
FISHER SUBMITTED FALSE CLAIMS AND
STATEMENTS TO DOE IN CONNECTION WITH THE
ATVM PROGRAM.

Current Status: Closed; Investigation Initiated
Date Received: 21DEC2012
Date Initiated: 21DEC2012

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type: [Other]

Subject Type: [Other]

Special Flags:

Category: NAP

[None]

[None]

[Other]

Received By:

Complaint Source: Other Federal Government Employee or Agency

Complainant Location: Headquarters-Forrestal

Allegation Location: Headquarters-Forrestal

FOIA Interest: No

INV Assigned Office: Albuquerque

Offense Location: Texas

Retaliation: No

Priority: Level 3 (Routine)

Referred To OIG Website: N/A

Recovery Act: No

HQ Program Office: Other

Documents:

No Data Available

**Close Actions
Techniques**

No Data Available

Allegation #1:

Location:

Headquarters-Forrestal

Summary:

PREDICATION: ON 12/20/12, THE HOT'L RECVD A QUIT TAM FROM (b)(6),(b)(7)(C) FILED BY (b)(6),(b)(7)(C) FORMER EMPLOYEE OF FISHER AUTOMOTIVE. (b)(6),(b)(7)(C) ALLEGED THAT FISHER SUBMITTED FALSE CLAIMS AND STATEMENTS TO DOE IN CONNECTION WITH THE ATVM PROGRAM.

DISPOSITION: ON 20-DEC-2012, O/INV

(b)(6),(b)(7)(C) REQUESTED THAT THIS MATTER BE REFERRED TO O/INV FOR ACTION (RV).

Finding Summary:

Allegation #2:

Location:

Strategic Petroleum Reserve

Summary:

ALLEGATION

ON NOVEMBER 19, 2012 (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) WSI, STRATEGIC PETROLEUM RESERVE (SPR), BRYAN MOUND SITE, FREEPORT, TEXAS, CONTACTED THE DEPARTMENT OF ENERGY (DEPARTMENT), OFFICE OF INSPECTOR GENERAL (OIG) TO REPORT ALLEGATIONS CONCERNING AN ALLEGED FALSIFIED SECURITY INCIDENT INVOLVING A FIREARM REPORTEDLY LEFT UNATTENDED AT THE SPR IN FREEPORT, TEXAS. WSI IS A CONTRACTOR TO THE COMPANY DYNMCDERMOTT, WHO IS THE PRIMARY CONTRACTOR TO THE DEPARTMENT AT THE SPR, BRYAN MOUND SITE, FREEPORT, TEXAS.

THE SECURITY INCIDENT OCCURRED ON OCTOBER 15, 2012, AT APPROXIMATELY 6:00 AM, AND INVOLVED WSI (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) DYNMCDERMOTT, SPR, FREEPORT, TEXAS ALLEGEDLY REPORTED THE INCIDENT. AS A SITE SECURITY SPECIALIST (b)(6),(b)(7)(C) HAS THE AUTHORITY TO PROVIDE DIRECTION AND INSTRUCTION TO WSI SPO EMPLOYEES. ALSO

PRESENT AT THE LOCATION WHERE THE INCIDENT OCCURRED WAS (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) AND A NEW HIRE (b)(6),(b)(7)(C) ALLEGEDLY, WSI SPOS WERE LOADING A GOVERNMENT VEHICLE WITH FIREARMS AND EQUIPMENT FOLLOWING TRAINING (b)(6),(b)(7)(C) WAS THE OFFICER IN CHARGE AND WAS OBTAINING A FIREARM FROM (b)(6),(b)(7)(C) ALLEGEDLY THE FIREARM WAS LEFT IN A LOADING BARREL AND (b)(6),(b)(7)(C) STEPPED AWAY FROM IT FOR A SECOND. IT WAS SUBSEQUENTLY REPORTED THAT THE FIREARM WAS LEFT UNATTENDED AND A PHOTOGRAPH WAS TAKEN OF THE INCIDENT.

(b)(6),(b)(7)(C) OPINED THAT (b)(6),(b)(7)(C) WAS THE INDIVIDUAL THAT REPORTED THE FIREARM BEING LEFT UNATTENDED. ALLEGEDLY (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) WENT INSIDE THE OFFICE LOCATION TO OBTAIN A CAMERA AND RETURNED TO TAKE A PICTURE OF THE INCIDENT. THE CONCERN WAS THAT (b)(6),(b)(7)(C) WAS STANDING NEXT TO THE FIREARM, APPROXIMATELY THREE FEET AWAY, AND HAD NOT LEFT IT UNATTENDED, AS WAS ALLEGEDLY REPORTED. THE INCIDENT WAS SUBSEQUENTLY REPORTED TO AN SPO CAPTAIN APPROXIMATELY TWO HOURS AFTER IT OCCURRED. AS A RESULT OF THE INCIDENT, (b)(6),(b)(7)(C) RECEIVED A THREE DAY WORK SUSPENSION FROM WSI. (b)(6),(b)(7)(C) DID NOT WITNESS THE INCIDENT AND WAS NOT PRESENT THE DAY IT OCCURRED. ADDITIONALLY, NO FIREARMS OR RELATED EQUIPMENT WERE STOLEN.

(b)(6),(b)(7)(C) SPECULATED THAT (b)(6),(b)(7)(C) REPORTED THE INCIDENT TO MAKE (b)(6),(b)(7)(C) LOOK GOOD AND MAKE OTHERS LOOK BAD.

(b)(6),(b)(7)(C)

ADDITIONALLY (b)(6),(b)(7)(C) WAS THE ONLY INDIVIDUAL PRESENT THAT OBTAINED A CAMERA DURING THE TIME OF THE INCIDENT, THEREFORE IT WAS ASSUMED (b)(6),(b)(7)(C) TOOK THE PHOTOGRAPH WHICH WAS SUBSEQUENTLY PROVIDED TO (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) FELT (b)(6),(b)(7)(C) FALSIFIED A REPORT REGARDING THE FIREARM BEING OUTSIDE THE

(b)(6),(b)(7)(C) POSSESSION OF (b)(6),(b)(7)(C) AS (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) WAS PHYSICALLY NEAR IT. (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) HEARD THAT (b)(6),(b)(7)(C) DID NOT (b)(6),(b)(7)(C)
SPECIFICALLY STATE (b)(6),(b)(7)(C) WITNESSED THE (b)(6),(b)(7)(C)
INCIDENT WHEN IT WAS REPORTED TO (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) STATED AN ANONYMOUS
INDIVIDUAL OBSERVED THE SECURITY
INCIDENT (b)(6),(b)(7)(C) HAS NOT SEEN A
FORMAL REPORT ISSUED REGARDING THE
FIREARM LEFT UNATTENDED TO CONFIRM THIS.
(b)(6),(b)(7)(C) FELT THE STANDARD OPERATING
PROCEDURES WERE NOT FOLLOWED
REGARDING (b)(6),(b)(7)(C) REPORTING THE
INCIDENT. ADDITIONALLY, A POLICY EXISTS AT
SPR, BRYAN MOUND SITE, WHERE ANY
EMPLOYEE CAN REPORT AN UNSAFE ACT
WITHOUT REPERCUSSIONS, WHICH (b)(6),(b)(7)(C) FELT (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) DID NOT PROPERLY FOLLOW.

ALLEGEDLY, VIDEO FOOTAGE FROM SPR, BRYAN
MOUND SITE, CONFIRMED (b)(6),(b)(7)(C) WENT
INSIDE THE BUILDING TO OBTAIN A CAMERA
USED TO TAKE A PICTURE OF THE INCIDENT.
(b)(6),(b)(7)(C) SPO ALLEGEDLY KEPT VIDEO
FOOTAGE OF (b)(6),(b)(7)(C) GOING INSIDE THE
BUILDING AND (b)(6),(b)(7)(C) HEARD THAT
(b)(6),(b)(7)(C) SPO MADE A ONE HOUR
TAPE OF THE VIDEO FOOTAGE. (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C) SUBSEQUENTLY HEARD RUMORS THAT
THE VIDEO IS GONE AND SPO (b)(6),(b)(7)(C)
TOLD (b)(6),(b)(7)(C) TO ERASE THE VIDEO.
(b)(6),(b)(7)(C) OPINED THAT UNSPECIFIED
INDIVIDUALS MAY BE COVERING SOMETHING UP
AS THEY (WSI/DYNMCDERMOTT) DO NOT WANT
TO LOSE THEIR CONTRACT WITH THE
DEPARTMENT. (b)(6),(b)(7)(C) FELT THAT
INDIVIDUALS MAY HAVE DESTROYED EVIDENCE,
(b)(6),(b)(7)(C) BUT (b)(6),(b)(7)(C) DID NOT KNOW WHO SPECIFICALLY.

(b)(6),(b)(7)(C) IS AN OFFICIAL WITH THE LOCAL
UNION NUMBER 268.

(b)(6),(b)(7)(C) STATED (b)(6),(b)(7)(C) CONTACTED THE OIG (b)(6),(b)(7)(C)
HOTLINE VIA TELEPHONE REGARDING THE
ALLEGATIONS PRIOR TO CONTACTING THE

ALBUQUERQUE INVESTIGATIONS OFFICE AND
WAS INFORMED NO ACTION WOULD BE TAKEN
BY THE OIG.

(b)(6),(b)(7)(C)

ON THIS DATE, SA (b)(6),(b)(7)(C) CONTACTED (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) AND ADVISED THE OIG WOULD NOT BE
OPENING AN INVESTIGATION REGARDING THE
ALLEGATIONS AND INFORMED (b)(6),(b)(7)(C) TO DO AS (b)(6),(b)(7)(C)
DEEMS APPROPRIATE.

ZZ

Finding Summary:

Subject

Name: FISKER AUTOMOTIVE
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: ORANGE COUNTY
Work State: CA
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6).(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: BRYAN MOUND
Work State: TX
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address: Work
DOB: Work
Address 2:
Org.: **Work City:** ORANGE COUNTY
Work State: CA
Work Zip Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info: **Work:**
Mobile:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address: Work
DOB: Work
Address 2:
Org.: **Work City:** BRYAN MOUND
Work State: TX
Work Zip Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info: **Work:**
Mobile:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: BRYAN MOUND

Work State: TX

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

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Document Number 23

14NOV2014

(b)(6),(b)(7)(C)

13-0380-C QUI TAM: [REDACTED] VS J.E. DUNN CONSTRUCTION CO.; KCP

Complaint Summary:

ON FEBRUARY 26, 2013, THE OFFICE OF INVESTIGATIONS WAS PROVIDED INFORMATION REGARDING A QUI TAM COMPLAINT FILED IN MO, UNDER SEAL, ALLEGING FRAUD INVOLVING INDIAN INCENTIVE PROGRAM BENEFITS, IN CONNECTION WITH THE KANSAS CITY PLANT.

Current Status:

Closed; No Action (ZZ)

Date Received:

01MAR2013

Date Initiated:

04MAR2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type:

[Other]

Subject Type:

[Other]

Special Flags:

Category:

Contract and Grant Fraud

Qui Tam

[None]

[Other]

Received By:

Complaint Source:

Other Federal Government Employee or Agency

Complainant Location:

Kansas City Plant

Allegation Location:

Kansas City Plant

FOIA Interest

No

Recovery Act

No

Referred To OIG Website

N/A

INV Assigned Office

Albuquerque

Retaliation

No

HQ Program Office

HQ, National Nuclear Security Admin (NNSA)

Offense Location

Missouri

Priority

Level 3 (Routine)

Documents:

No Data Available

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**Close Actions
Techniques**

No Data Available

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Allegation #1:

Location:

Kansas City Plant

Summary:

PREDICATION

ON FEBRUARY 26, 2013, THE OFFICE OF INVESTIGATIONS WAS PROVIDED INFORMATION REGARDING A QUI TAM COMPLAINT FILED IN U.S. DISTRICT COURT, WESTERN DISTRICT OF MISSOURI, UNDER SEAL, ALLEGING FRAUD INVOLVING INDIAN INCENTIVE PROGRAM BENEFITS, IN CONNECTION WITH THE KANSAS CITY PLANT. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) WESTERN DISTRICT OF MISSOURI, IS ASSIGNED THE MATTER AND ADVISED THAT DCIS, GSA AND SBA ARE LOOKING INTO THE ALLEGATIONS.

THE ALLEGED FALSE CLAIMS INVOLVE THE INDIAN INCENTIVE PROGRAM, A STATUTORY CREATION THAT MAY ALLOW AN ADDITIONAL AMOUNT OF COMPENSATION EQUAL TO 5% OF THE AMOUNT PAID FOR GOVERNMENT WORK. THE INDIAN INCENTIVE PROGRAM IS AUTHORIZED BY THE U.S. DEPARTMENT OF DEFENSE. THE RELATOR IN THE QUI TAM IS

(b)(6), (b)(7)(C) WHO STATED (b)(6), (b)(7)(C) IS A (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) ALLEGES THAT SEVERAL INDIVIDUALS AND BUSINESSES, INCLUDING J.E. DUNN CONSTRUCTION, (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) REYNOLDS ELECTRIC, NATIONAL NATIVE AMERICAN CHAMBER OF COMMERCE, (b)(6), (b)(7)(C) S.A. FLICK SEED INC. AMERICAN OSAGE CONSULTING INC., AND (b)(6), (b)(7)(C)

MAY BE INVOLVED OR AWARE OF THE ALLEGED WRONGDOING IN MAKING SUBMISSIONS TO THE FEDERAL GOVERNMENT TO TAKE ADVANTAGE OF THE INDIAN INCENTIVE PROGRAM.

IN LATE 2010, (b)(6), (b)(7)(C) WAS ASKED BY (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) TO MAKE A PRESENTATION TO J.E. DUNN. AT THE TIME, J.E. DUNN WAS THE LEAD CONSTRUCTION CONTRACTOR OF THE NNSA KANSAS CITY PLANT. THE PURPOSE OF THE

PRESENTATION WAS TO ACQUAINT J.E. DUNN WITH THE INDIAN INCENTIVE PROGRAM AND TO PERMIT (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) TO BENEFIT FROM THE INCENTIVE.

ALLEGEDLY, THE NNSA PROJECT WAS UNIQUE IN THE KANSAS CITY PLANT FACILITY BEING OWNED BY A NON-GOVERNMENTAL AGENCY AND LEASED TO THE GSA. IT STATES, BASED UPON BELIEF, THE CONTRACTORS ON THE PROJECT ARE BUILDING TO SUIT CUSTOM NNSA/DOD SPECIFICATIONS AND HENCE ARE ELIGIBLE FOR THE INDIAN INCENTIVE REBATES BECAUSE THE PROJECT IS CARRYING OUT, IN PART, DEFENSE AUTHORIZATIONS AND EXPENDITURES. ADDITIONALLY (b)(6),(b)(7)(C) SUBCONTRACTED WITH EITHER CAPITAL ELECTRIC OR BROADWAY ELECTRICAL CONSTRUCTION AND BOTH OF THESE SUBCONTRACTORS HAD SUBCONTRACTS WITH J.E. DUNN. ALLEGEDLY, THE INDIAN INCENTIVE PROGRAM REBATES ARE APPLIED FOR THROUGH THE DOD. THE RELATOR ALLEGES, BASED ON INFORMATION AND BELIEF, EITHER J.E. DUNN OR THE INDIVIDUAL DEFENDANTS APPLIED FOR AND RECEIVED INCENTIVES BASED ON THE NNSA CONTRACTS.

IN MAY 2011 (b)(6),(b)(7)(C) ASKED (b)(6),(b)(7)(C) TO CREATE A LETTER CERTIFYING (b)(6),(b)(7)(C) AS AN INDIAN, AND (b)(6),(b)(7)(C) BUSINESS AS AN INDIAN-OWNED ECONOMIC ENTERPRISE.

(b)(6),(b)(7)(C) DRAFTED A LETTER BUT INTENDED TO HOLD IT UNTIL (b)(6),(b)(7)(C) CONFIRMED FROM THE (b)(6),(b)(7)(C) STATUS. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) ALLEGEDLY TOOK A COPY OF THE LETTER AND USED IT TO OBTAIN OR RETAIN FEDERAL PAYMENTS. (b)(6),(b)(7)(C)

ATTEMPTED TO ALERT FEDERAL AUTHORITIES AND ENTITIES INVOLVED. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) SUBSEQUENTLY SUED

ALLEGEDLY, BETWEEN MAY 2011 AND THE PRESENT (b)(6),(b)(7)(C) FLICK SEED AND REYNOLDS ELECTRIC MAY HAVE

SUBMITTED REBATE CLAIMS TO THE DOD TO TAKE ADVANTAGE OF THE INDIAN INCENTIVE PROGRAM. NO SPECIFIC DETAILS WERE INCLUDED TO SUPPORT THIS. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

CLAIMED (b)(6),(b)(7)(C) WAS A MEMBER OF THE (b)(6),(b)(7)(C) TRIBE AND THE (b)(6),(b)(7)(C) TRIBE ALLEGEDLY DENIES THIS. ADDITIONALLY, (b)(6),(b)(7)(C)

CLAIMED TO BE A MEMBER OF THE (b)(6),(b)(7)(C) TRIBE AND THE (b)(6),(b)(7)(C)

TRIBE ALLEGEDLY DENIES THIS. ALLEGEDLY, (b)(6),(b)(7)(C) SUBMITTED FALSE INFORMATION TO THE SMALL BUSINESS ADMINISTRATION CLAIMING TO BE A FEDERALLY RECOGNIZED NATIVE AMERICAN ENTITY.

THE DOJ INITIALLY COORDINATED THE QULTAM WITH DEPARTMENT GENERAL COUNSEL (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) WASHINGTON D.C. (b)(6),(b)(7)(C)

OBTAINED INFORMATION REGARDING THE ENTITIES ALLEGEDLY INVOLVED.

SPECIFICALLY, FLICK SEED AND REYNOLDS ELECTRIC ARE SUBCONTRACTORS TO A SUBCONTRACTOR TO THE CONSTRUCTION CONTRACTOR FOR THE NEW KANSAS CITY PLANT FACILITY. THE CONSTRUCTION CONTRACTOR IN TURN, HAS A CONTRACT WITH THE PROPERTY DEVELOPER, WHICH IN TURN HAS A LEASE AGREEMENT WITH GSA. NNSA, IN TURN HAS AN OCCUPANCY AGREEMENT WITH GSA. WHILE THE PROJECT IS KNOWN AS THE NNSA KANSAS CITY PLANT PROJECT, THE RELATIONSHIP OF NNSA TO THE MATTERS ALLEGEDLY AT ISSUE IS EXCEEDINGLY REMOTE.

(b)(6),(b)(7)(C) PLANNED TO ADVISE THE DOJ THAT THE DEPARTMENT DID NOT NEED TO BE INVOLVED.

THE OIG CONTACTED GSA OIG (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

REGARDING THE MATTER. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

STATED THE ALLEGATIONS CONCERN THE INDIAN INCENTIVE PROGRAM AND THE 5% REBATE ON THE MONEY SPENT. THE INDIAN INCENTIVE PROGRAM INVOLVES THE DOD OR PRIME CONTRACTOR TO DOD. THE MATTER

INVOLVES THE ENTITIES CLAIMING TO BE NATIVE AMERICAN, INCLUDING THE COMPANY REYNOLDS ELECTRIC, AND THE RELATOR STATING THEY ARE NOT NATIVE AMERICAN. THE ALLEGATIONS REGARDING THE NNSA KANSAS CITY PLANT ARE PRESUMING DOD FUNDS WERE INVOLVED IN THE BUILDING. [REDACTED] (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

[REDACTED] STATED THE NNSA KANSAS CITY PLANT BUILDING IS NOT A FEDERAL BUILDING, BUT IS LEASED SPACE. [REDACTED] UNDERSTOOD THE DOD RULES REGARDING THE INDIAN INCENTIVE PROGRAM TO BE STRICTLY FEDERAL OR MILITARY BASED. ADDITIONALLY, DCIS [REDACTED] (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) [REDACTED] CONDUCTED CHECKS REGARDING INDIAN INCENTIVE PROGRAM AND FOUND NO PAYMENTS WERE MADE INCLUDING TO REYNOLDS ELECTRIC. (b)(6),(b)(7)(C) [REDACTED] ADVISED THE INVESTIGATION INTO THIS MATTER HAS NOT FOUND SPECIFIC WRONGDOING.

THE OIG CONTACTED [REDACTED] (b)(6),(b)(7)(C) AND ADVISED THE OIG HAS BEEN IN CONTACT WITH (b)(6),(b)(7)(C) [REDACTED] AND THE OTHER FEDERAL LAW ENFORCEMENT AGENCIES REGARDING THE INVESTIGATIVE FINDINGS TO DATE. THE OIG WILL NOT BE OPENING AN INVESTIGATION INTO THE MATTER.

THE OIG SUBSEQUENTLY CONTACTED [REDACTED] (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) [REDACTED] REGARDING THE QUI TAM. (b)(6),(b)(7)(C) [REDACTED] DISCUSSED THE ALLEGATIONS AND THE FINDINGS TO DATE AND THE DOJ PLAN NOT TO INTERVENE IN THE MATTER. THE OIG ADVISED THEY WOULD NOT LOOK FURTHER INTO THE MATTER.

ZZ

Finding Summary:

Subject

Name: J.E. DUNN CONSTRUCTION
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: CLAYTON
Work State: MO
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: ST. JOSEPH
Work State: MO
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: S.A. FLICK SEED INC.

AKA:

Bargaining Unit Employee: No

Victim: No

Employment Status: DOE Contractor/Subcontractor

Waive Confidentiality: N/A

Work

Address:

DOB: Work

Address 2:

Org.: Work City: KINGSVILLE

Work State: MO

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Subject

Name: (b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee: No

Victim: No

Employment Status: DOE Contractor/Subcontractor

Waive Confidentiality: N/A

Work

Address:

DOB: Work

Address 2:

Org.: Work City: KINGSVILLE

Work State: MO

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
Work Address 2:
Work City: JEFFERSON CITY
Work State: MO
Work Zip Code:
Country:
Work:
Mobile:
DOB:
Org.:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
Work Address 2:
Work City: LENEXA
Work State: KS
Work Zip Code:
Country:
Work:
Mobile:
DOB:
Org.:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: NATIONAL NATIVE AMERICAN CHAMBER OF COMMERCE
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: BLUE SPRINGS
Work State: MO
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: AMERICAN OSAGE CONSULTING INC.
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: KANSAS CITY
Work State: MO
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

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Document Number 24

13NOV2014

06-0153-DOE; MULTIPLE COMPROMISES; "SIRVIC"

**Complaint
Summary:**

(b)(6),(b)(7)(C) NCIS NOTIFIED DOE, OIG, TCS
THAT A SUBJECT OF A JOINT NCIS, NASA-IG AND
FBI INVESTIGATION HAD COMPROMISED
COMPUTERS AT SANDIA AND BROOKHAVEN
NATIONAL LABORATORIES. THE SUBJECT HAD
USED THE HACKER ALIAS OF (b)(6),(b)(7)(C)

Current Status: Closed
Date Received: 15AUG2006
Date Initiated: 15AUG2006

Primary Investigator:
Other Investigators:

(b)(6),(b)(7)(C)

Type: [Other]
Subject Type: [Other]
Special Flags:
Category:

NAP

[None]

[None]

[Other]

Received By: [Other]
Complaint Source: Law Enforcement

Complainant Location: [Other]

Allegation Location: [Other]

Joint Agency: NIS

Priority: Level 3 (Routine)

Recovery Act: No

Retaliation: No

INV Assigned Office: Technology Crimes Section

FOIA Interest: No

HQ Program Office: Other

Offense Location: Other

Documents:

No Data Available

Close Actions

Case Closed Date 11JAN2013

Last Invest Activity

Evidence Processed Per

Chapter 9

Grand Jury & Subpoenaed

Material Proc Per Chp 8

Discard NCIC

History/Printouts

Closing Notification to

Depart Mgr (Name & Date)

Files and Folders Properly

Labeled

Coordination w TCS

Regarding Electronic

Evidence

Techniques

No Data Available

Admin Actions

Preservation Letter

29SEP2006

Preservation Letter

19DEC2006

Preservation Letter

16FEB2007

Preservation Letter

16MAR2007

Preservation Letter

10OCT2007

Legal Actions

Indictment Returned By Grand Jury

30NOV2006

Indictment Returned By Grand Jury

26JUN2007

Guilty

06NOV2008

Incarcerated

06NOV2008

Probation

06NOV2008

Case Dismissed

29JUN2011

Techniques Actions

Subpoena - Grand Jury

08NOV2006

Search - Warrant

19MAR2007

Subpoena - Grand Jury

02APR2007

Allegation #1:

Location: [Other]

Summary:

Finding Summary:

Allegation #2:

Location: [Other]

Summary: PREDICATION:

ON AUGUST 15, 2006 (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) TECHNOLOGY CRIMES SECTION (TCS),
OFFICE OF INVESTIGATIONS (OI), OFFICE OF
INSPECTOR GENERAL (OIG), UNITED STATES
DEPARTMENT OF ENERGY (DEPARTMENT).
RECEIVED INFORMATION FROM (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) NAVAL CRIMINAL INVESTIGATIVE
SERVICE (NCIS). (b)(6),(b)(7)(C) PROVIDED OR
STATED THE FOLLOWING:

AN ONGOING JOINT INVESTIGATION BETWEEN
NCIS, THE FEDERAL BUREAU OF INVESTIGATION
(FBI), AND THE NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION (NASA) OFFICE OF
INSPECTOR GENERAL OBSERVED A ROMANIAN
SUBJECT USING THE HACKER ALIAS OF (b)(6),(b)(7)(C)
BOASTING OF (b)(6),(b)(7)(C) SUCCESSES HACKING INTO (b)(6),(b)(7)(C)
DEPARTMENT OF ENERGY COMPUTERS AT
SANDIA NATIONAL LABORATORY AND
BROOKHAVEN NATIONAL LABORATORY. THE
JOINT INVESTIGATIVE TEAM HAD BEEN
INVESTIGATING (b)(6),(b)(7)(C) FOR NUMEROUS (b)(6),(b)(7)(C)
COMPUTER COMPROMISES AT NASA AND
UNITED STATES NAVY FACILITIES. THROUGH
INVESTIGATIVE EFFORTS THE SUBJECT HAS
BEEN IDENTIFIED AND THE ROMANIAN
AUTHORITIES HAVE BEEN APPROACHED BY THE
UNITED STATES GOVERNMENT TO OBTAIN THE
SUPPORT FOR AN ARREST AND PROSECUTION
IN THIS CASE. (b)(6),(b)(7)(C) PROVIDED THAT THE
ROMANIAN GOVERNMENT IS SUPPORTIVE OF
ARRESTING AND PROSECUTING (b)(6),(b)(7)(C)

INVESTIGATIVE ACTIVITY

THE INVESTIGATION DETERMINED THAT (b)(6),(b)(7)(C)
(A COMPUTER NICKNAME REPUTED TO BE THAT
OF (b)(6),(b)(7)(C) ARAD, ROMANIA) HAD
COMPROMISED UNCLASSIFIED COMPUTERS AT
THE FOLLOWING DEPARTMENT FACILITIES

- LBL/NERSC (FIFTEEN INCLUDING TWO SUPERCOMPUTERS)
- SANDIA (FIVE COMPUTERS AND SERVERS)
- JEFFERSON LAB (FOUR COMPUTERS)
- ORNL (ONE SUPERCOMPUTER)
- AMES LAB (AT LEAST EIGHT, THE FULL EXTENT HAS NOT YET BEEN DETERMINED)

IN ADDITION, THERE IS EVIDENCE THAT (b)(6),(b)(7)(C)
MAY HAVE COMPROMISED COMPUTERS AT:

- BNL (APPROXIMATELY TEN COMPUTERS)
- SLAC (TWO COMPUTERS)

THOUGH THE AVAILABLE SUPPORTING DATA IS
LESS DEFINITIVE.

THE SOURCE OF THE INTRUSIONS IS
FREQUENTLY A UNIVERSITY WHERE THE
HACKER STEALS VALID CREDENTIALS OF
ACADEMIC PERSONNEL WHO ALSO HAVE
ACCESS TO DEPARTMENT COMPUTERS
LOCATED AT NATIONAL LABORATORIES. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

AND (b)(6),(b)(7)(C) ASSOCIATES THEN USE THESE STOLEN
CREDENTIALS TO ACCESS DEPARTMENT
COMPUTERS WITHOUT AUTHORIZATION. IN
ADDITION, THESE COMPROMISED COMPUTERS
ARE USED TO GAIN FURTHER ACCESS TO
ADDITIONAL COMPUTERS AT THE DEPARTMENT
AND ELSEWHERE.

THE COMPROMISED COMPUTERS ARE
FREQUENTLY UTILIZED TO SET UP INTERNET
RELAY CHAT (IRC) SOFTWARE WHICH
CONNECTS TO UNDERNET.ORG. ON THE
HACKERS CHAT GROUPS (b)(6),(b)(7)(C) AND (b)(6),(b)(7)(C)
ASSOCIATES OPENLY BRAG ABOUT COMPUTERS
THAT THEY HAD COMPROMISED. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) ESTABLISHED A WEBSITE TO STORE THE SOFTWARE TOOLS THAT [REDACTED] USED TO HACK [REDACTED] (b)(6),(b)(7)(C) INTO COMPUTERS. IN ADDITION [REDACTED] (b)(6),(b)(7)(C) AND [REDACTED] (b)(6),(b)(7)(C) ASSOCIATES ESTABLISHED A PUBLICLY AVAILABLE WEBSITE THAT CONTAINED INFORMATION ABOUT DEPARTMENT, NAVY AND NASA COMPUTERS THAT [REDACTED] AND [REDACTED] (b)(6),(b)(7)(C) ASSOCIATES HAD COMPROMISED.

(b)(6),(b)(7)(C) THE ROMANIAN POLICE SERVED A SEARCH WARRANT ON [REDACTED] (b)(6),(b)(7)(C) RESIDENCE AND DETAINED [REDACTED] (b)(6),(b)(7)(C) FOR QUESTIONING. NOTHING OF INVESTIGATIVE INTEREST WAS RECOVERED FROM [REDACTED] (b)(6),(b)(7)(C) RESIDENCE AND [REDACTED] (b)(6),(b)(7)(C) ONLY ADMITTED TO SOME OF THE ALLEGED HACKING ACTIVITY. ACCORDING TO NASA-IG IN SUBSEQUENT INTERVIEWS [REDACTED] (b)(6),(b)(7)(C) ADMITTED TO BEING [REDACTED] (b)(6),(b)(7)(C) AS WELL AS HAVING COMMITTED SOME INTRUSIONS INTO US GOVERNMENT COMPUTERS. IN ADDITION, DURING THE ROMANIAN NATIONAL POLICE INVESTIGATION, THE POLICE IMPLEMENTED A COURT APPROVED WIRETAP OF [REDACTED] (b)(6),(b)(7)(C) INTERNET CONNECTION FROM JUNE 2006 UNTIL OCTOBER 2006.

AFTER [REDACTED] (b)(6),(b)(7)(C) INDICTMENT BY THE CENTRAL DISTRICT OF CALIFORNIA [REDACTED] (b)(6),(b)(7)(C) WAS INTERVIEWED ON ROMANIAN TELEVISION AND ADMITTED THAT [REDACTED] (b)(6),(b)(7)(C) WAS THE HACKER [REDACTED] (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) ADDITIONAL COMPROMISES OF RED.SLAC.STANFORD.EDU AND DAVINCI.NERSC.GOV ARE BELIEVED TO HAVE BEEN COMMITTED BY A CO-CONSPIRATOR WHO USES THE NICKNAME [REDACTED] (b)(6),(b)(7)(C) THIS ASPECT OF THE CASE REMAINS UNDER INVESTIGATION AND THE OIG IS WORKING WITH THE FBI, NASA-OIG AND ROMANIAN NATIONAL POLICE TO DETERMINE [REDACTED] (b)(6),(b)(7)(C) IDENTITY. THE OIG DID NOT MOVE FORWARD WITH THE INVESTIGATION OF [REDACTED] (b)(6),(b)(7)(C) DUE TO LACK OF SUBSTANTIAL EVIDENCE.

THE US ATTORNEY'S OFFICE FOR THE DISTRICT

OF CENTRAL CALIFORNIA HAS CREATED AN OVERARCHING CASE CALLED "WHITEHAT TEAM" TO INCLUDE THE ACTIVITIES OF (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) ALL OF WHICH HAVE ARE BELIEVED TO HAVE PARTICIPATED IN INTRUSIONS OF DOE, NASA AND THE DEPARTMENT OF THE NAVY.

ON APRIL 25, 2007, (b)(6),(b)(7)(C) PROVIDED TESTIMONY ON BEHALF OF THE DEPARTMENT TO ROMANIAN PROSECUTORS IN BUCHAREST, ROMANIA.

ON JUNE 26, 2007, ROMANIAN PROSECUTORS PRESENTED THEIR CASE (INDICTMENT) TO THE TRIAL JUDGE IN ARAD, ROMANIA AND ACCORDING TO NEWS MEDIA REPORTS (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) MADE (b)(6),(b)(7)(C) INITIAL APPEARANCE BEFORE (b)(6),(b)(7)(C) THE COURT. THE CASE NO. IS 6956/55/2007 REGISTERED AT JUDECATORIA MUNICIPIULUI ARAD

THE PRELIMINARY RESULTS OF THE INVESTIGATION WERE BRIEFED TO THE TECHNOLOGY AUDITS GROUP TO ASSIST THEM IN PLANNING AN UPCOMING AUDIT OF REMOTE ACCESS TO DEPARTMENT COMPUTER SYSTEMS.

ON AUGUST 24, 2007, MULTIPLE USER LEVEL COMPROMISES OF SUPERCOMPUTERS AT NERSC OCCURED WHICH RELATE TO WHITEHAT.RO. PRELIMINARY INDICATIONS ARE THAT THE HACKER (b)(6),(b)(7)(C) A ROMANIAN ASSOCIATE OF (b)(6),(b)(7)(C) WAS RESPONSIBLE.

ON SEPTEMBER 6, 2007, TCS PROVIDED TESTIMONY TO THE CRIMINAL TRIAL OF (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) BEFORE THE FIRST COURT OF ARAD *JUDECATORIA MUNICIPIULUI ARAD*. THE TRIAL IS ONGOING.

ON MARCH 20, 2008 (b)(6),(b)(7)(C) TESTIFIED BEFORE THE FIRST COURT OF ARAD *JUDECATORIA MUNICIPIULUI ARAD* IN ARAD, ROMANIA. THE TESTIMONY INCLUDED CROSS

EXAMINATION BY THE DEFENSE ATTORNEYS.
NO FURTHER IN-PERSON TESTIMONY IS
REQUIRED.

STATISTICS

** STAT ** ON AUGUST 15, 2006, NASA-OIG
INFORMED CASE AGENT THAT (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) CENTRAL DISTRICT OF
CALIFORNIA, ACCEPTED THE CASE FOR
PROSECUTION.

--

** STAT**ON SEPTEMBER 29, 2006, A 2703(F)
PRESERVATION LETTER WAS SENT TO
STANFORD UNIVERSITY TO RETAIN LOGS AND
RELATED FILES FOR SCCM.STANFORD.EDU AND
MELTING.STANFORD.EDU.

--

** STAT ** ON SEPTEMBER 28, 2006 AN ROI WAS
ISSUED TO (b)(6),(b)(7)(C) CENTRAL
DISTRICT OF CALIFORNIA. THIS STATISTIC IS
REPORTED IN EIGPT AS 01-OCT-2006 DUE TO
THE UNAVAILABILITY OF EIGPT AND THE CLOSE
OF THE SEMIANNUAL REPORTING PERIOD.

--

** STAT ** ON NOVEMBER 8, 2006, A GRAND JURY
SUBPOENA WAS SENT.

--

** STAT ** ON NOVEMBER 30, 2006, A GRAND
JURY FROM THE CENTRAL DISTRICT OF
CALIFORNIA INDICTED (b)(6),(b)(7)(C) ON
TEN-COUNTS INCLUDING CONSPIRACY AND
UNAUTHORIZED ACCESS.

--

** STAT ** ON DECEMBER 19, 2006, A 2703(F)
PRESERVATION LETTER WAS SENT TO YAHOO!
INC TO RETAIN LOGS AND RELATED FILES FOR
WWW.GEOCITIES.COM/BLA44AA

--

** STAT ** ON FEBRUARY 16, 2007, A 2703(F)
PRESERVATION LETTER WAS SENT TO
IPOWERWEB TO RETAIN LOGS AND RELATED
FILES FOR WWW.SIRVIC.BIZ.

--

STAT ON FEBRUARY 16, 2007, A 2703(F)

PRESERVATION LETTER WAS SENT TO PCI
SYSTEMS INC TO RETAIN LOGS AND RELATED
FILES FOR DOUGJOHNSONENTERPRISES.COM

--
STAT ON MARCH 16, 2007, A 2703(F)
PRESERVATION LETTER WAS SENT TO GLOBAL
DOMAINS INTERNATIONAL TO RETAIN LOGS AND
RELATED FILES FOR ANDR.WS.

--
STAT ON MARCH 19, 2007 (b)(6).(b)(7)(C)
(b)(6).(b)(7)(C) NORTHERN DISTRICT OF CALIFORNIA
ACCEPTED THE 18 USC 1030 UNAUTHROIZED
ACCESS CASE LOCATED IN THE NORTHERN
DISTRICT OF CALIFORNIA FOR PROSECUTION.

--
STAT ON MARCH 19, 2007 A SEARCH
WARRANT WAS ISSUED TO IPOWERWEB FOR
LOGS AND DATA RELATING TO SIRVIC.BIZ.

--
STAT ON MARCH 19, 2007 A SEARCH
WARRANT WAS ISSUED TO SERVER4YOU, INC
FOR LOGS AND DATA RELATING TO
WHITEHAT.RO

--
STAT ON APRIL 2, 2007 A GRAND JURY
SUBPOENA WAS ISSUED FOR LOGS RELATING
TO THREE EMAIL ADDRESSES.

--
STAT ON APRIL 2, 2007, A GRAND JURY
SUBPOENA WAS ISSUED FOR LOGS RELATING
TO TWO EMAIL ADDRESSES.

--
STAT ON APRIL 20, 2007, AN ROI WAS
ISSUED TO (b)(6).(b)(7)(C)
HEAD OF THE CYBERCRIME UNIT, DIRECTORATE
FOR THE INVESTIGATION OF ORGANIZED CRIME
AND TERRORISM, PROSECUTOR'S OFFICE
ATTACHED TO THE HIGH COURT OF JUSTICE.
THIS DATE ALSO USED FOR ACCEPTANCE OF
CASE FOR CRIMINAL PROSECUTION.

--
STAT ON JUNE 26, 2007, AN INDICTMENT
AGAINST (b)(6).(b)(7)(C) WAS PRESENTED TO LOCAL
COURT IN ARAD, ROMANIA BY THE
PROSECUTOR'S OFFICE ATTACHED TO THE HIGH

COURT OF JUSTICE, ROMANIAN GOVERNMENT.

--
STAT ON OCTOBER 10, 2007, A 2703(F) PRESERVATION LETTER WAS SENT TO IPOWERWEB TO RETAIN LOGS AND RELATED FILES FOR 72.22.77.22.

--
STAT ON JANUARY 23, 2008, AN ROI WAS ISSUED TO (b)(6),(b)(7)(C) NORTHERN DISTRICT OF CALIFORNIA CONCERNING SIRVIC COMPROMISES OF UNCLASSIFIED DEPARTMENT COMPUTERS AT LBNL AND SANDIA.

--
ON MAY 27, 2008, AN ROI WAS ISSUED TO (b)(6),(b)(7)(C) WHICH PROVIDED AN EXPLANATION OF HOW THE MONETARY DAMAGES INCURRED BY THE DEPARTMENT WERE CALCULATED.

--
ON JUNE 2, 2008, AN ROI WAS ISSUED TO JUDGE LILIANA MARIANA STEF, ARAD COURT OF LAW, CRIMINAL DEPARTMENT, WHICH PROVIDED AN EXPLANATION OF HOW THE MONETARY DAMAGES INCURRED BY THE DEPARTMENT WERE CALCULATED.

--
STAT ON NOVEMBER 6, 2008, (b)(6),(b)(7)(C) WAS SENTENCED, BY THE ARAD COURT OF LAW (ROMANIA) TO 16 MONTHS INCARCERATION, SUSPENDED, 3 YEARS AND 4 MONTHS PROBATION, AND ORDERED TO PAY RESTITUTION AND FEES OF APPROXIMATELY \$224,959.25, OF WHICH \$19,032.25 TO THE DEPARTMENT. THE ROMANIAN STATE WILL RECEIVE 2,750 LEI (APPROXIMATELY \$862.29) IN LEGAL EXPENSES. [NOTE: FOR SAR PURPOSES THE DATE OF NOVEMBER 6, 2008 IS BEING USED TO CAPTURE THE CONVICTION AND SENTENCING.]

ON FEBRUARY 1, 2011 A LETTER REQUESTING ASSISTANCE IN OBTAINING RESTITUTION WAS SENT TO (b)(6),(b)(7)(C) U.S. DEPARTMENT OF JUSTICE (b)(6),(b)(7)(C) CIVIL DIVISION - EUROPEAN OFFICE.

ON JUNE 29, 2011, (b)(6), (b)(7)(C) NORTHERN DISTRICT OF CALIFORNIA WAS CONTACTED REGARDING THE STATUS OF THE ACCEPTED CASE (b)(6), (b)(7)(C) CONFIRMED THE CASE WAS ASSIGNED TO (b)(6), (b)(7)(C) AND HAD BEEN CLOSED WITHOUT FURTHER ACTION BY THE NORTHERN DISTRICT OF CALIFORNIA.

ON JUNE 30, 2011, (b)(6), (b)(7)(C) CENTRAL DISTRICT OF CALIFORNIA WAS CONTACTED REGARDING THE STATUS OF THE INDICTMENT CONCERNING THIS CASE. (b)(6), (b)(7)(C) STATED THAT (b)(6), (b)(7)(C) THE CASE WAS STILL OPEN AND REQUESTED DOE OIG NOT CLOSE THE INVESTIGATION. (b)(6), (b)(7)(C) EXPLAINED THAT THE CENTRAL DISTRICT OF CALIFORNIA INTENDS TO TAKE LEGAL ACTION ON THE CASE UPON COMPLETION OF ALL CRIMINAL AND CIVIL LITIGATION BY THE ROMANIAN GOVERNMENT. (b)(6), (b)(7)(C) ADVISED NOT TO CLOSE THE DOE OIG INVESTIGATION UNTIL FURTHER LEGAL ACTION WAS TAKEN BY THE U.S. ATTORNEY'S OFFICE, CENTRAL DISTRICT OF CALIFORNIA.

ON JANUARY 9, 2013, (b)(6), (b)(7)(C) CONTACTED (b)(6), (b)(7)(C) CENTRAL DISTRICT OF CALIFORNIA. (b)(6), (b)(7)(C) SAID THE INDICTMENT WAS STILL OPEN AND REQUESTED DOE OIG NOT CLOSE THE INVESTIGATION AT THIS TIME. HOWEVER, PER A DISCUSSION WITH (b)(6), (b)(7)(C) DOE OIG MANAGEMENT RECOMMENDS CLOSING THE CASE TO BE OPENED AGAIN SHOULD ANY FURTHER ACTIONS BECOME NECESSARY. THERE HAS BEEN NO ANSWER RECEIVED REGARDING A LETTER SENT ON FEBRUARY 1, 2011, TO (b)(6), (b)(7)(C) U.S. DEPARTMENT OF JUSTICE, (b)(6), (b)(7)(C) CIVIL DIVISION - EUROPEAN OFFICE, REQUESTING ASSISTANCE IN OBTAINING RESTITUTION.

DISPOSITION:
CASE CLOSED.

Finding Summary:

Financial Action #1: Restitution (Civil)
Amount: \$19,032.25
Action Date: 06NOV2008
Person:

Financial Action #2: Restitution (Civil)
Amount: \$224,959.25
Action Date: 06NOV2008
Person:

Financial Action #3: Fines/Penalties Imposed (Civil)
Amount: \$862.29
Action Date: 06NOV2008
Person:

Subject

Name: (b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

Victim: No

Employment Status:

Waive Confidentiality:

DOB:

Org.:

Pay Band: [Unknown]

Location: [Other]

Home:

Other:

Office Info:

No

Other

N/A

Work

Address:

Work

Address 2:

Work City: ROMANIA

Work State:

Work Zip

Code:

Country:

Work:

Mobile:

Subject

Name: (b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

Victim: No

Employment Status:

Waive Confidentiality:

DOB:

Org.:

Pay Band: [Unknown]

Location: [Other]

Home:

Other:

Office Info:

No

Other

N/A

Work

Address:

Work

Address 2:

Work City: ROMANIA

Work State:

Work Zip

Code:

Country:

Work:

Mobile:

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

Other

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: UNKNOWN

Work State:

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

Other

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: ARAD, ROMANIA

Work State: XX

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: CONSTANTA, ROMANIA
Work State:
Work Zip
Code:
Pay Band: [Unknown]
Location: [Other]
Home: Country:
Other: Work:
Office Info: Mobile:

Subject

Name: (b)(6),(b)(7)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: ARAD, ROMANIA
Work State: XX
Work Zip
Code:
Pay Band: [Unknown]
Location: [Other]
Home: Country:
Other: Work:
Office Info: Mobile:

Complainant

Name:	(b)(6),(b)(7)(C)	
AKA:		
Bargaining Unit Employee:		No
Victim:	No	
Employment Status:		Other Federal Government Employee
Waive Confidentiality:		N/A
		Work
		Address:
DOB:		Work
		Address 2:
Org.:		Work City: WASHINGTON
		Work State: DC
		Work Zip
		Code:
Pay Band:	[Unknown]	Country:
Location:	[Other]	Work:
Home:		Mobile:
Other:		
Office Info:		

User chronology entries:

Document Number 25

13NOV2014

09-0044-(b)(6),(b)(7)(C) **MISUSE OF GOVERNMENT FUNDS; HQ**
Complaint THE HOTLINE RECEIVED AN ANONYMOUS
Summary: LETTER ALLEGING THAT (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) IS USING
DOE FUNDS FOR PERSONNAL BENEFIT.

Current Status: Closed
Date Received: 28AUG2009
Date Initiated: 09SEP2009

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: Integrity/Ethics of Government Officials
[None]
[None]
[Other]
Received By: Unknown
Complaint Source: Headquarters-Forrestal
Complainant Location: Headquarters-Forrestal
Allegation Location: Maryland
Offense Location Yes
FOIA Interest Washington DC
INV Assigned Office Level 1 (Priority)
Priority Other
HQ Program Office No
Retaliation No
Recovery Act
Documents:
No Data Available

Close Actions

Case Closed Date	15MAR2013
Last Invest Activity	15MAR2013
Evidence Processed Per Chapter 9	na
Grand Jury & Subpoenaed	na
Material Proc Per Chp 8	
Discard NCIC	na
History/Printouts	
Closing Notification to Depart Mgr (Name & Date)	na
Files and Folders Properly Labeled	yes
Coordination w TCS Regarding Electronic Evidence	na
Techniques	No Data Available

Admin Actions

Other (Non Discipline)	30AUG2010
Removal/Termination	08OCT2011

Legal Actions

Prosecutive Closure	24JUN2011
Target Letter	25JAN2012
Indictment Returned By Grand Jury	16MAY2012
Guilty	04SEP2012
Indictment Returned By Grand Jury	04SEP2012
Probation	20DEC2012

Legal Statutes

Federal-Referred	01MAR2010
Federal-Accepted	01MAR2010

Allegation #1:

Location:

Headquarters-Forrestal

Summary:

PREDICATION:

ON 26-AUG-2009, THE HOTLINE RECEIVED AN ANONYMOUS LETTER ALLEGING (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

OFFICE OF SCIENCE, IS COMMITTING FRAUD AGAINST DOE. SPECIFICALLY, THE COMPLAINT ALLEGES THAT (b)(6),(b)(7)(C) 1) HAS INSTRUCTED A DOE SUBCONTRACTOR TO ISSUE A SUBCONTRACT TO THEN

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

2) HAS COMMITTED TRAVEL FRAUD BY TRAVELING TO THE OAK RIDGE NATIONAL LAB ON DOE BUSINESS TO VISIT (b)(6),(b)(7)(C) WHO MAINTAINS A RESIDENCE THERE; AND 3) FREQUENTLY ARRIVES LATE TO WORK AND LEAVES EARLY WITHOUT USING ANNUAL OR SICK LEAVE.

*****ON 20-JAN-2010, THE CASE WAS

REASSIGNED FROM SA (b)(6),(b)(7)(C)

TO SA

(b)(6),(b)(7)(C)

INVESTIGATIVE ACTIONS:

A REVIEW OF (b)(6),(b)(7)(C) ELECTRONIC OFFICE OF PERSONNEL FILE REVEALED THE FOLLOWING (b)(6),(b)(7)(C) SERVED AS THE

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

PROGRAM WITH THE OFFICE OF SCIENCE, THROUGH AN INTERGOVERNMENTAL PERSONNEL ACT (IPA) APPOINTMENT FROM FEBRUARY 2004 UNTIL SEPTEMBER 30, 2005.

ON OCTOBER 2, 2005 (b)(6),(b)(7)(C) WAS APPOINTED TO THE SENIOR EXECUTIVE SERVICE AS (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) DUTIES AS (b)(6),(b)(7)(C)

INCLUDED, IN PART: MAKING FINAL SELECTION OF INDIVIDUAL ASCR PROJECTS AND

PROGRAMS; FORMULATING AND DEFENDING BUDGETS REQUIRED TO CARRY OUT THE OBJECTIVES OF THE VARIOUS PROGRAMS; AND, DEFENDING AND JUSTIFYING THE PROGRAM AND BUDGET TO THE DIRECTOR OF THE OFFICE OF SCIENCE, THE OFFICE OF MANAGEMENT AND BUDGET, AND CONGRESS.

A CLEAR DATA BASE SEARCH ON (b)(6),(b)(7)(C) AND (b)(6),(b)(7)(C) THE SEARCH REVEALED THAT (b)(6),(b)(7)(C) BOTH REPORT (b)(6),(b)(7)(C) AS THEIR HOME ADDRESS. RECORDS REVEALED THAT ON (b)(6),(b)(7)(C) AND (b)(6),(b)(7)(C) PURCHASED A HOME FOR \$740,696.

A COPY OF THE (b)(6),(b)(7)(C) OF (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) A REVIEW OF THE CERTIFICATE REVEALED THAT (b)(6),(b)(7)(C) WERE (b)(6),(b)(7)(C) ON (b)(6),(b)(7)(C) IN (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) VIRGINIA.

A REVIEW OF TRAVEL RECORDS REVEALED THAT FROM OCTOBER 7, 2004 TO JUNE 19, 2009 (b)(6),(b)(7)(C) CLAIMED 76 OFFICIAL TRAVEL VOUCHERS TOTALING \$121,580.61. OF THE 76 VOUCHERS, 33 WERE FOR TRAVEL TO OAK RIDGE, TN TOTALING \$50,038.86.

ON 23-FEB-2009 A REVIEW OF SUBCONTRACT # 4000045057 WAS CONDUCTED. THE REVIEW REVEALED THE FOLLOWING INFORMATION:

IOPP SUBMITTED A SOLICITATION AND OFFER TO OAK RIDGE NATIONAL LABORATORY ON AUGUST 30, 2005. THE OFFER WAS SIGNED BY (b)(6),(b)(7)(C) IOPP'S ADDRESS WAS LISTED AS 150 SOUTH INDEPENDENCE MALL WEST, PHILADELPHIA, PA 19106, TELEPHONE NUMBER 215-627-0880.

THE ORNL, A DEPARTMENT MANAGING AND OPERATING CONTRACTOR, AWARDED

SUBCONTRACT NUMBER 4000045057 TO IOPP ON SEPTEMBER 30, 2005, TO COMPILE AND PUBLISH A MAGAZINE-STYLE SCIENTIFIC JOURNAL KNOWN AS THE SCIDAC REVIEW. ACCORDING TO THE FILE, THE SUBCONTRACT WAS A NON-COMPETITIVE AWARD BASED ON IOPP'S UNQUESTIONED PREDOMINANCE IN SCIENTIFIC PUBLISHING. THE INITIAL SUBCONTRACT AWARD WAS \$469,560. THE SUBCONTRACT WAS MODIFIED TO ADD INCREMENTAL FUNDING THROUGH 2011 FOR A TOTAL PROJECTED VALUE OF \$7,944,624.

ON 26-FEB-2010, A REVIEW OF A BINDER PROVIDED TO THE DOE OIG BY (b)(6),(b)(7)(C) DOJ REVEALED THE FOLLOWING: THE BINDER WAS PREPARED BY BDO A PRIVATE COMPANY HIRED BY IOPP TO PERFORM AN INTERNAL REVIEW OF THE ALLEGATIONS. BDO VOLUNTARILY PROVIDED THE BINDER TO (b)(6),(b)(7)(C)

THE BINDER CONTAINED EMAILS FROM (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) IOPP CORPORATE E-MAIL ACCOUNT. IN AN AUGUST 2006, EMAIL (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) REFERS TO (b)(6),(b)(7)(C) IS REFERRED TO AS (b)(6),(b)(7)(C) AND (b)(6),(b)(7)(C) IS PAID "SILLY MONEY" AND "VERY HIGH SALARY" ON THE DOE SUBCONTRACT WITH IOPP.

THE BINDER ALSO CONTAINED EMAILS IN WHICH (b)(6),(b)(7)(C) WAS CARBON COPIED REGARDING IOPP'S SUBCONTRACT WITH KJE.

THE BINDER ALSO REVEALED THAT (b)(6),(b)(7)(C) IS THE (b)(6),(b)(7)(C) WORKED AS A CONSULTANT AT IOPP FROM AUGUST 2006 UNTIL JULY 1, 2007 TO PERFORM DUTIES RELATED TO THE SCIDAC REVIEW. KJE WAS SUBSEQUENTLY AWARDED SUBCONTRACTS WITH IOPP. SPECIFICALLY, BETWEEN JULY 1, 2007 AND OCTOBER 1, 2009, IOPP ENTERED INTO OR PLANNED TO ENTER INTO SIX SUBCONTRACTS WITH KJE FOR THE FOLLOWING AMOUNTS:

DATE	CONTRACT AMOUNT
JULY 1, 2007	\$97,266.00
NOVEMBER 1, 2007 - DECEMBER 31, 2008	\$389,064.00
OCTOBER 1, 2008 - DECEMBER 31, 2009	\$408,517.00
SEPTEMBER 1, 2009 - DECEMBER 31, 2010	\$461,824.00
SEPTEMBER 1, 2009 - DECEMBER 31, 2010	\$418,768.00
SEPTEMBER 1, 2009 - FEBRUARY 28, 2010	\$104,692.00
TOTAL	\$1,880,131.00

ACCORDING TO A LIST OF TASKS REFERENCED
IN ONE OR MORE OF KJE'S SUBCONTRACTS
WITH IOPP, KJE'S DUTIES FOR EACH ISSUE OF
SCIDAC REVIEW CONSISTED OF THE
FOLLOWING TASKS, IN PART,:

- ? ?SUPPLYING FOUR MAIN FEATURE
ARTICLES, ONE INTERVIEW SEGMENT; ONE
HARDWARE SPREAD, ONE NEWS SECTION, AND
THE IMAGES FOR THE COVER AND BACK PAGE;
- ? COORDINATING IDENTIFICATION OF THE
INTELLECTUAL CONTENT OF SCIDAC REVIEW;
INCLUDING, COORDINATING EDITORIAL
COMMITTEE MEETINGS; AND LIAISING WITH THE
DOE ASSOCIATE DIRECTOR FOR ASCR FOR
APPROVAL OF CONTENTS;
- ? DISCUSSING WITH PROJECT PIS AND DOE
THE USE OF EXTERNAL WRITING/EDITING
ASSISTANCE; ASSIGNING TIMELINES;
COORDINATING IMAGES; COORDINATING THE
PROGRESS OF ARTICLES; AND PERIODICALLY
UPDATING IOPP ON THE STATUS OF THE
CONTENT;
- ? COORDINATING THE REVIEW OF,
FEEDBACK ON, AND REVISION OF DRAFTS WITH
THE ASSOCIATE DIRECTOR FOR ASCR AND
OBTAINING WRITTEN APPROVAL FOR FINAL
VERSIONS; AND,
- ? OVERALL ACCOUNTABILITY FOR
MANAGEMENT OF THE WORKFLOW AND

ACCOUNTS RELATING TO THE AGREEMENT.?

****STAT**** 01-MAR-2010, THIS CASE WAS
ASSIGNED TO (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) U.S. DEPARTMENT OF JUSTICE,
FRAUD SECTION, WHO ACCEPTED THE CASE
FOR PROSECUTION. ****

***** LIMITED
INVESTIGATIVE DETAILS APPEAR IN THE IEB SO
AS TO PRESERVE RULE 6(E) GRAND JURY
SECURITY; THE IEB CONTAINS NO RULE 6(E)
GRAND JURY SECURITY INFORMATION

ON 06-APR-2010, A PROFFER WAS HELD WITH
(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) IOPP. (b)(6),(b)(7)(C)
PROVIDED THE FOLLOWING INFORMATION:

IOPP'S WORK WITH THE DOE BEGAN WHEN A
FORMER IOPP EMPLOYEE, (b)(6),(b)(7)(C)
INTRODUCED (b)(6),(b)(7)(C) AND THE
COMPANY TO (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) OFFICE OF SCIENCE.

(b)(6),(b)(7)(C) KNEW (b)(6),(b)(7)(C) PRIOR TO
BEGINNING EMPLOYMENT WITH IOPP IN (b)(6),(b)(7)(C)
2002. (b)(6),(b)(7)(C) WORKED ON SCHOOL
RESEARCH WITH (b)(6),(b)(7)(C) AND THE DOE
PRIOR TO (b)(6),(b)(7)(C) EMPLOYMENT WITH IOPP.

(b)(6),(b)(7)(C) MET
WITH (b)(6),(b)(7)(C) IN WASHINGTON, DC AT
WHICH TIME (b)(6),(b)(7)(C) ADVISED THAT (b)(6),(b)(7)(C)
WAS SEEKING A COMPANY TO PUBLISH THE
SCIENTIFIC DISCOVERY THROUGH ADVANCED
COMPUTING (SCIDAC) REVIEW.

AT THE MEETING (b)(6),(b)(7)(C) EXPLAINED THE
DIFFERENCES BETWEEN COMPETITIVE AND

SOLE SOURCE CONTRACTS, AND INFORMED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) THAT IF THEY COULD CONVINCE THE OAK RIDGE NATIONAL LABORATORY (ORNL) THAT IOPP WAS THE BEST CHOICE TO PUBLISH THE SCIENTIFIC JOURNAL; IOPP "COULD HAVE THE BUSINESS."

(b)(6),(b)(7)(C) ADVISED THAT (b)(6),(b)(7)(C) WAS AWARE (b)(6),(b)(7)(C) THAT THE SUBCONTRACT BETWEEN IOPP AND DOE WAS A SOLE SOURCE AWARD BECAUSE (b)(6),(b)(7)(C) WROTE THE JUSTIFICATION FOR THE SOLE SOURCE. IOPP WAS CONTRACTED IN SEPTEMBER 2005 TO PUBLISH TWO ISSUES OF THE SCIDAC REVIEW; ONE TO BE PUBLISHED IN THE SPRING AND ONE IN THE FALL OF 2006.

THE FIRST TWO ISSUES OF THE SCIDAC REVIEW WERE AN "ENORMOUS SUCCESS" AND (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) INFORMED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) THAT (b)(6),(b)(7)(C) WANTED TO INCREASE THE SCIDAC REVIEW TO FOUR ISSUES; INSTEAD OF TWO; FOR THE FOLLOWING YEAR (2007). THE CONTRACT BETWEEN IOPP AND ORNL WAS MODIFIED TO ACCOMMODATE THE INCREASE FROM TWO TO FOUR ISSUES, WHICH DOUBLED THE CONTRACT VALUE TO APPROXIMATELY \$1.2 MILLION.

(b)(6),(b)(7)(C) MET (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) FOR LUNCH IN WASHINGTON, D.C., IN AUGUST 2006 (PRIOR TO THE MODIFICATION) TO DISCUSS THE INCREASE IN ISSUES AT THE AUGUST 2006 MEETING WITH (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) EXPRESSED THEIR CONCERNS ABOUT THE INCREASED WORKLOADS AND DISCUSSED GETTING (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) SOME HELP. DURING THE SAME MEETING (b)(6),(b)(7)(C) ADVISED THAT (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) MIGHT HAVE SOMEBODY IN MIND WHO COULD HELP (b)(6),(b)(7)(C) WITH THE INCREASED WORKLOAD ASSOCIATED WITH THE SCIDAC REVIEW. AT WHICH TIME (b)(6),(b)(7)(C) MENTIONED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) COULD NOT RECALL (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) EXACT WORDS OR

RECOMMENDATION OF (b)(6),(b)(7)(C) AT THE MEETING.

THE NEXT (b)(6),(b)(7)(C) HEARD OF (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) HIRING AND/OR RECEIVING SOME ASSISTANCE WAS IN SEPTEMBER 2006, WHEN (b)(6),(b)(7)(C) RECEIVED AN E-MAIL FROM (b)(6),(b)(7)(C) INTRODUCING (b)(6),(b)(7)(C) AS A CONSULTANT TO IOPP.

(b)(6),(b)(7)(C) WAS FIRST SIGNED WITH IOPP UNDER A FREELANCE ARRANGEMENT AND (b)(6),(b)(7)(C) SERVED AS THE "GO BETWEEN" FOR (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) THE TERMS OF (b)(6),(b)(7)(C) 2006 FREELANCE ARRANGEMENT WAS THAT (b)(6),(b)(7)(C) WOULD RECEIVE (b)(6),(b)(7)(C) 50% OF MILESTONE PAYMENTS.

(b)(6),(b)(7)(C) WAS UNAWARE OF (b)(6),(b)(7)(C) QUALIFICATIONS IN PUBLISHING, EDITING OR SCIENCE, BUT (b)(6),(b)(7)(C) UNDERSTOOD THAT (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) WAS THE (b)(6),(b)(7)(C) OF AN OAK RIDGE (b)(6),(b)(7)(C) WHO HAD SCIENTIFIC EXPERIENCE." (b)(6),(b)(7)(C) A DID NOT "FEEL COMPELLED" BY (b)(6),(b)(7)(C) TO ENTER INTO A FREELANCE ARRANGEMENT WITH (b)(6),(b)(7)(C) BUT (b)(6),(b)(7)(C) WAS (b)(6),(b)(7)(C) "DEFINITELY HIGHLY RECOMMENDED" BY (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)

SOME OF (b)(6),(b)(7)(C) DUTIES INCLUDED SPEAKING WITH THE SCIENTISTS ON THE SCIDAC EDITORIAL COMMITTEE, AND ASSISTING (b)(6),(b)(7)(C) WITH GETTING ARTICLES FOR THE PUBLICATION. (b)(6),(b)(7)(C) ALSO "INTERFACED" WITH (b)(6),(b)(7)(C) REGULARLY; MADE SURE THERE WERE NO MISTAKES IN THE ARTICLES, TO ALLEVIATE IOPP FROM ANY BLAME; AND, WORKED WITH (b)(6),(b)(7)(C) TO LESSEN (b)(6),(b)(7)(C) LOAD. (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) SAID THOSE THINGS ALONE WAS WORTH PAYING SERIOUS MONEY TO (b)(6),(b)(7)(C)

WHEN IOPP ENTERED INTO THE ARRANGEMENT WITH (b)(6),(b)(7)(C) IT WAS "UNDERSTOOD" THAT (b)(6),(b)(7)(C) "WOULD TAKE THE BLAME IF

SOMETHING WENT WRONG " THE PROVISION WAS INCLUDED BECAUSE (b)(6),(b)(7)(C) WASN'T THE MOST EFFICIENT PERSON," AND WAS "SOMETIMES UNREACHABLE."

(b)(6),(b)(7)(C) INITIAL UNDERSTANDING OF (b)(6),(b)(7)(C) RELATIONSHIP WITH (b)(6),(b)(7)(C) WAS THAT (b)(6),(b)(7)(C) WAS A FRIEND OF (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)

AFTER THE NEXT FOUR ISSUES OF THE SCIDAC REVIEW WERE PUBLISHED IN 2007 (b)(6),(b)(7)(C) EXTENDED MORE NEGOTIATION WITH ORNL AND ORDERED MORE SCIDAC REVIEW ISSUES AND AN "EXTRA SPECIAL ISSUE." AS A RESULT OF (b)(6),(b)(7)(C) DEMANDS, IOPP MOVED FROM A FREELANCE AGREEMENT TO A FULL SUBCONTRACT WITH (b)(6),(b)(7)(C) WHO HAD FORMULATED A COMPANY, KJE SCIENCE CONSULTANTS (KJE).

(b)(6),(b)(7)(C) WANTED (b)(6),(b)(7)(C) TO BE THE CHAIRPERSON OF THE SCIENCE COMMITTEE FOR THE SCIDAC REVIEW AND AT THE SAME TIME THAT (b)(6),(b)(7)(C) WAS INCREASING THE WORK DEMANDS ON IOPP. IOPP SUBSEQUENTLY SUBCONTRACTED THE SCIDAC REVIEW WORK TO KJE. THE FIRST SUBCONTRACT BETWEEN IOPP AND KJE WAS SIGNED IN 2007.

(b)(6),(b)(7)(C) LEFT IOPP IN 2007 AND BEGAN WORKING AT THE DOE. (b)(6),(b)(7)(C) HAD A VAGUE CONVERSATION WITH (b)(6),(b)(7)(C) ABOUT (b)(6),(b)(7)(C) GOING TO DOE IN WHICH (b)(6),(b)(7)(C) SAID TO (b)(6),(b)(7)(C) "SOMEONE IN YOUR DEPARTMENT PERSUADED (b)(6),(b)(7)(C) TO LEAVE," AND (b)(6),(b)(7)(C) REPLIED "I AM DOING YOU A FAVOR (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) DID NOT THINK IT WAS A COINCIDENCE THAT (b)(6),(b)(7)(C) WENT TO WORK FOR DOE AT OR AROUND THE TIME THAT KJE BECAME A SUBCONTRACTOR TO IOPP. (b)(6),(b)(7)(C) ADVISED THAT THE IDEA TO

SUBCONTRACT TO KJE WAS PRESENTED PRIOR TO (b)(6), (b)(7)(C) DEPARTURE FROM IOPP.

THE IDEA OF HAVING KJE AS A FULL ON SUBCONTRACTOR KIND OF SORT OF JUST EMERGED (b)(6), (b)(7)(C) BELIEVED IT WAS (b)(6), (b)(7)(C) WHO FIRST BROACHED THE TOPIC OF CONVERTING (b)(6), (b)(7)(C) TO A SUBCONTRACTOR. (b)(6), (b)(7)(C) HAD BEEN IN CONSTANT CONTACT WITH (b)(6), (b)(7)(C) ABOUT (b)(6), (b)(7)(C) ROLE.

WHEN DISCUSSING THE SUBCONTRACT TO KJE, WITH (b)(6), (b)(7)(C) GOT THE IMPRESSION, THAT (b)(6), (b)(7)(C) WAS "HAPPY TO HAVE (b)(6), (b)(7)(C) ROLE WAS "LIAISING" WITH (b)(6), (b)(7)(C) AND AS A SUBCONTRACTOR (b)(6), (b)(7)(C) MAIN DUTY WAS TO "CORRESPOND WITH (b)(6), (b)(7)(C) THE SUBCONTRACT TO KJE WAS A "STRONG SUGGESTION BY (b)(6), (b)(7)(C) AND (b)(6), (b)(7)(C) APPROVED IT." THERE WAS NEVER A DISCUSSION ABOUT ALTERNATIVES TO SUBCONTRACTING TO KJE, AND IOPP "NEVER LOOKED TO COMPETE THE SUBCONTRACT."

THE JUSTIFICATION TO ORNL FOR THE SUBCONTRACT WITH KJE WAS A "SIMPLE CLAUSE," THAT READ "WE ARE RECOMMENDING (b)(6), (b)(7)(C) BECAUSE (b)(6), (b)(7)(C) HAS THE SUPPORT OF (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) DID NOT RECALL (b)(6), (b)(7)(C) SUPPLYING IOPP WITH JUSTIFICATION TO SUBCONTRACT TO KJE. HOWEVER, (b)(6), (b)(7)(C) THOUGHT (b)(6), (b)(7)(C) MIGHT'VE BEEN PROVIDING JUSTIFICATION TO IOPP FOR HIRING (b)(6), (b)(7)(C) INITIALLY AS A FREELANCE CONSULTANT. (b)(6), (b)(7)(C) ADVISED THAT THE ONLY JUSTIFICATION FOR SUBCONTRACTING TO KJE WAS THAT (b)(6), (b)(7)(C) WANTED TO WORK WITH (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) THOUGHT SUBCONTRACTING TO KJE WAS "BEST" BECAUSE (b)(6), (b)(7)(C) HAD

(b)(6),(b)(7)(C) THE "SUPPORT OF (b)(6),(b)(7)(C) ADVISED THAT IT WAS (b)(6),(b)(7)(C) IDEA THAT (b)(6),(b)(7)(C) FILLED THE ROLE OF SUBCONTRACTOR."

(b)(6),(b)(7)(C) "EARLY ON" KNEW "NOTHING ABOUT A RELATIONSHIP" BETWEEN (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) EXPLAINED THAT (b)(6),(b)(7)(C) FOUND OUT LATE LAST YEAR AROUND AUGUST OR SEPTEMBER THROUGH RUMOR THAT (b)(6),(b)(7)(C) HAD GOTTEN (b)(6),(b)(7)(C) TO (b)(6),(b)(7)(C)

ADDITIONALLY (b)(6),(b)(7)(C) ATTENDED AN EDITORIAL DEVELOPMENT MEETING IN SEPTEMBER 2009 WITH (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) (IOPP) IN WASHINGTON, DC, TO DISCUSS MORE ISSUES OF THE SCIDAC REVIEW AND A NEW "EXASCALE ISSUE." ACCORDING TO (b)(6),(b)(7)(C) NEITHER (b)(6),(b)(7)(C) NOR (b)(6),(b)(7)(C) HAD MENTIONED THE (b)(6),(b)(7)(C) OR ANY RELATIONSHIP AT THE MEETING.

SUBSEQUENT TO THE SEPTEMBER 2009 MEETING WITH (b)(6),(b)(7)(C) KJE'S SUBCONTRACT WAS MODIFIED TO ADD THREE MORE SUBCONTRACT AWARDS TO KJE. (b)(6),(b)(7)(C) ADVISED THIS "CONCERNED (b)(6),(b)(7)(C) BUT (b)(6),(b)(7)(C) KNEW (b)(6),(b)(7)(C) COULD ALWAYS TERMINATE THE CONTRACTS IF ANYTHING LIKE A (b)(6),(b)(7)(C) OR ANYTHING WRONG WAS EVER SUBSTANTIATED." (b)(6),(b)(7)(C) ADVISED THAT (b)(6),(b)(7)(C) DID NOT NOTIFY ANYONE AT IOPP OF (b)(6),(b)(7)(C) CONCERNS ABOUT (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) AND POSSIBLE "CONFLICT OF INTEREST."

IOPP'S CONTRACT WAS TRANSFERRED FROM ORNL TO ARGONNE NATIONAL LABORATORY (ARGONNE) SOMETIME IN FEBRUARY OR MARCH OF 2009. (b)(6),(b)(7)(C) ADVISED THAT THE TRANSFER WAS INITIATED BY (b)(6),(b)(7)(C) AND THAT (b)(6),(b)(7)(C) WAS THE NEW POINT OF CONTACT ON THE CONTRACT. (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) ADVISED THAT (b)(6),(b)(7)(C) WAS NOT TOLD

(b)(6),(b)(7)(C)

WHY THE CONTRACT WAS BEING TRANSFERRED AND [REDACTED] DID NOT ASK ANY QUESTIONS.

ON 4-MAY-2010 A REVIEW OF [REDACTED] OGC FILE REVEALED THE FOLLOWING:

ON FEBRUARY 26, 2004 [REDACTED] SIGNED DEPARTMENT OGC MEMORANDUM RECUSING [REDACTED] FROM PARTICIPATION IN [REDACTED] (b)(6),(b)(7)(C) ANY DEPARTMENTAL MATTER THAT WOULD HAVE A DIRECT AND PREDICTABLE EFFECT UPON UT-BATTELLE LLC, OR IT PARENT ORGANIZATION, BATTELLE MEMORIAL INSTITUTE.?

? ON OCTOBER 20, 2005 [REDACTED] SIGNED A DEPARTMENT OGC MEMORANDUM RECUSING [REDACTED] (b)(6),(b)(7)(C) FROM PARTICIPATION IN ANY DEPARTMENTAL MATTER IN WHICH UT-BATTELLE IS A PARTY.?

? IN FEBRUARY 2006 [REDACTED] (b)(6),(b)(7)(C) [REDACTED] OFFICE OF SCIENCE PROVIDED [REDACTED] (b)(6),(b)(7)(C) AUTHORIZATION TO PARTICIPATE ?IN PARTICULAR MATTERS AFFECTING UT/BATTELLE WITH CERTAIN EXCEPTIONS.? THE FIRST EXCEPTION WAS THAT [REDACTED] (b)(6),(b)(7)(C) ?NOT BE RESPONSIBLE FOR MAKING DECISIONS REGARDING UT/BATTELLE'S FUNDING. THE SECOND EXCEPTION WAS THAT AS [REDACTED] (b)(6),(b)(7)(C) [REDACTED] (b)(6),(b)(7)(C) RESPONSIBILITIES DID NOT INCLUDE ?PARTICIPATION IN A COMPETITIVE PROCUREMENT AS INVOLVING ANY PARTY, INCLUDING UT/BATTELLE?AND WITHIN [REDACTED] (b)(6),(b)(7)(C) [REDACTED] (b)(6),(b)(7)(C) FIRST YEAR OF SERVICE, [REDACTED] (b)(6),(b)(7)(C) WOULD NOT REVIEW UT/BATTELLE'S PERFORMANCE.?

? ON JUNE 18, 2009 [REDACTED] (b)(6),(b)(7)(C) SIGNED A DEPARTMENT OGC MEMORANDUM RECUSING [REDACTED] (b)(6),(b)(7)(C) FROM PARTICIPATION IN ?ANY DEPARTMENTAL MATTER IN WHICH [REDACTED] (b)(6),(b)(7)(C) [REDACTED] (b)(6),(b)(7)(C) OR KJE CONSULTANTS IS A PARTY.?

ON 5-MAY-2010, REVIEWS WERE CONDUCTED OF (b)(6),(b)(7)(C) DOE E-MAILS AND GOVERNMENT COMPUTER. THE REVIEWS REVEALED THE FOLLOWING INFORMATION:

? (b)(6),(b)(7)(C) PAID (b)(6),(b)(7)(C) \$3,000 FROM AN ACCOUNT WHERE (b)(6),(b)(7)(C) TRANSFERRED (b)(6),(b)(7)(C) PAYMENTS IN CONJUNCTION WITH KJE'S SUBCONTRACT WITH IOPP.
? A REVIEW OF (b)(6),(b)(7)(C) DEPARTMENT COMPUTER REVEALED A FOLDER ENTITLED ?CONTRACTS.? THE FOLDER CONTAINED A SUB-FOLDER ENTITLED (b)(6),(b)(7)(C) WHICH CONTAINED SEVERAL DRAFTS OF KJE'S SUBCONTRACTS WITH IOPP. ADDITIONALLY, THE FOLDER ?CONTRACTS? CONTAINED A SUB-FOLDER ENTITLED ?IOPP,? WHICH CONTAINED DOCUMENTS FROM THE SUBCONTRACT BETWEEN IOPP AND ORNL.
? ON SEPTEMBER 7, 2008 (b)(6),(b)(7)(C) SENT TWO E-MAIL MESSAGES TO (b)(6),(b)(7)(C) WITH THE SUBJECTS ?DRAFT 2009 CONTRACT? AND ?DRAFT CONTRACT CORRECTED,? RESPECTIVELY. THE E-MAILS EACH CONTAIN THE ATTACHMENT ENTITLED ?EDITORIAL SUB CONTRACT 2009 DRAFT.DOC,? WHICH WAS A DRAFT OF AN ?EDITORIAL ACQUISITIONS SUB CONTRACT? BETWEEN IOPP AND KJE.

ON 14-JULY-2010 (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) OFFICE OF COMMUNICATIONS & PUBLIC AFFAIRS, OFFICE OF SCIENCE (SC), WAS INTERVIEWED. (b)(6),(b)(7)(C) PROVIDED THE FOLLOWING INFORMATION:

(b)(6),(b)(7)(C) (b)(6),(b)(7)(C) HAD FIRSTHAND KNOWLEDGE OF UNIVERSITY OF TENNESSEE, BATTELLE (UT-BATTELLE) AT ORNL CONTRACT WITH IOPP FOR THE SCIDAC REVIEW IN 2004 WHILE WORKING AS A (b)(6),(b)(7)(C) AT ORNL,
(b)(6),(b)(7)(C) SPOKE (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) COMPUTATIONAL ASTROPHYSICS. AND (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) IS (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) ORNL, WHO WERE INTERESTED IN AN OUTREACH MAGAZINE ON COMPUTATIONAL SCIENCE.

FOLLOWING THE SUCCESS OF A PILOT PRESENTATION BY IOPP, ORNL AGREED TO ENTER INTO A CONTRACT WITH IOPP IN 2004 FOR THE SCIDAC REVIEW. (b)(6),(b)(7)(C) STATED THAT THE INITIAL SUBCONTRACT FOR THE SCIDAC REVIEW WAS NOT COMPETED PUBLICLY; INSTEAD IT WAS A SOLE SOURCE AWARD TO IOPP VALUED AT APPROXIMATELY \$500,000. THE FUNDING FOR THIS INITIAL CONTRACT BETWEEN IOPP AND ORNL CAME FROM ASCR, AT (b)(6),(b)(7)(C) DIRECTION, AND WAS PAID TO IOPP THROUGH ORNL.

(b)(6),(b)(7)(C) INCREASED THE NUMBER OF ISSUES OF THE SCIDAC REVIEW FROM TWO ISSUES TO FOUR ISSUES IN 2006-2007 INCREASING THE VALUE OF THE CONTRACT TO JUST OVER \$1 MILLION FOR FOUR ISSUES.

SUBSEQUENTLY, (b)(6),(b)(7)(C) MADE A "STRONG RECOMMENDATION," THAT (b)(6),(b)(7)(C) BE BROUGHT IN TO IOPP TO ASSIST WITH THE INCREASED WORKLOAD ASSOCIATED WITH THE SCIDAC REVIEW. (b)(6),(b)(7)(C) WAS INTRODUCED BY (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)

PRIOR TO (b)(6),(b)(7)(C) DEPARTURE FROM IOPP (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) "SUGGESTED" AND PROVIDED WRITTEN INFORMATION TO IOPP SPECIFICALLY, (b)(6),(b)(7)(C) ON HOW (b)(6),(b)(7)(C) COULD OBTAIN A "SUBCONTRACT" WITH IOPP RATHER THAN BE RETAINED AS A CONSULTANT.

PRIOR TO (b)(6),(b)(7)(C) SUGGESTION THAT IOPP ENTER INTO A SUBCONTRACT WITH (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) RECEIVED REQUESTS FROM (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) INDICATING THAT (b)(6),(b)(7)(C) "WANTS MORE MONEY." (b)(6),(b)(7)(C) "GOT THE FEELING" THAT (b)(6),(b)(7)(C) WANTED TO HELP (b)(6),(b)(7)(C) MAKE MORE MONEY.

(b)(6),(b)(7)(C) FELT THAT (b)(6),(b)(7)(C) MAY HAVE TAKEN THE SCIDAC REVIEW CONTRACT FROM IOPP IF THEY DIDN'T HIRE (b)(6),(b)(7)(C) FIRST AS A CONSULTANT AND LATER AS A SUBCONTRACTOR.

(b)(6),(b)(7)(C) STATED THAT UNDER THE FIRST SUBCONTRACT BETWEEN IOPP AND KJE, (b)(6),(b)(7)(C) WAS SCHEDULED TO RECEIVE "JUST UNDER \$10,000 PER MONTH," WHICH (b)(6),(b)(7)(C) FELT WAS "WAY TOO MUCH" FOR THE WORK (b)(6),(b)(7)(C) PERFORMED.

ON 14-JULY-2010 EMPLOYEES OF THE ORNL CONTRACTS DEPARTMENT WERE INTERVIEWED. DURING THE INTERVIEWS AN ORNL SUBCONTRACT ADMINISTRATOR STATED (b)(6),(b)(7)(C) WAS CONTACTED DIRECTLY BY (b)(6),(b)(7)(C) IN 2008, AT WHICH TIME (b)(6),(b)(7)(C) REQUESTED DOCUMENTS FROM THE FILE FOR THE SUBCONTRACT BETWEEN IOPP AND ORNL. SPECIFICALLY (b)(6),(b)(7)(C) REQUESTED PROPOSALS, SUPPORTING DOCUMENTATION FOR COSTS, MODIFICATIONS, AND JUSTIFICATION OF AWARD MEMOS FROM THE SUBCONTRACT FILE. THE SUBCONTRACT ADMINISTRATOR STATED (b)(6),(b)(7)(C) COPIED THE REQUESTED DOCUMENTS ONTO A ?CD DISK? AND LEFT IT WITH ORNL'S LABORATORY DIRECTOR TO BE TRANSMITTED TO (b)(6),(b)(7)(C).

ON 27-JULY-2010 (b)(6),(b)(7)(C) WAS INTERVIEWED (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) AND A FORMER ASCR DIRECTOR CREATED THE IDEA FOR AN ?OUTREACH? MAGAZINE ON ?LEADERSHIP COMPUTING? INITIATIVES ASSOCIATED WITH THE SCIDAC PROGRAM. ? AFTER (b)(6),(b)(7)(C) APPOINTMENT AS (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) DEVELOPED THE SCIDAC REVIEW, WHICH WAS CONTRACTED THROUGH THE OAK RIDGE NATIONAL LABORATORY (ORNL) BUT FULLY FUNDED BY THE DEPARTMENT THROUGH ASCR.

(b)(6),(b)(7)(C) STATED THAT WHILE THE SCIDAC REVIEW WAS GOING INTO ITS SECOND ISSUE, (b)(6),(b)(7)(C) WAS ACTIVELY SEEKING EMPLOYMENT WITH THE DOE, AND HAD SUBMITTED FOR CONSIDERATION FOR A (b)(6),(b)(7)(C) AT ASCR. (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) WAS TOP RANKED FOR THE COMPETED POSITION, AND THAT (b)(6),(b)(7)(C) BEGAN THE PROCESS OF LEAVING IOPP FOR FEDERAL EMPLOYMENT. (b)(6),(b)(7)(C) ALSO STATED THAT IOPP WAS ?SWAMPED? EVEN WITH JUST TWO ISSUES OF THE SCIDAC REVIEW PER YEAR, AND THAT (b)(6),(b)(7)(C) WAS ?CONSTANTLY COMPLAINING? TO (b)(6),(b)(7)(C) ABOUT HAVING TOO MUCH WORK ASSOCIATED WITH THE SCIDAC REVIEW. (b)(6),(b)(7)(C) STATED THAT ?EVEN WITH OTHER PEOPLE WORKING AT IOPP WORKING ON IT? (b)(6),(b)(7)(C) STILL COMPLAINED.

(b)(6),(b)(7)(C) STATED THAT ?AROUND MARCH 2005, (b)(6),(b)(7)(C) RECOMMENDED TO IOPP, (b)(6),(b)(7)(C) WHO (b)(6),(b)(7)(C) KNEW AT THE TIME AS THE (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) KNEW (b)(6),(b)(7)(C) AS AN ACQUAINTANCE WHO WAS SEARCHING FOR EMPLOYMENT, GETTING A (b)(6),(b)(7)(C) AND THAT (b)(6),(b)(7)(C) HAD PREVIOUSLY ?RUN NOT-FOR-PROFIT? ORGANIZATIONS, A POSITION THAT REQUIRED (b)(6),(b)(7)(C) TO CREATE AND INTERFACE WITH ADVISORY BOARDS. (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) PASSED ON (b)(6),(b)(7)(C) RESUME TO (b)(6),(b)(7)(C) AND MADE A ?VERY STRONG RECOMMENDATION? THAT IOPP HIRE (b)(6),(b)(7)(C) AS A (b)(6),(b)(7)(C) ?CONSULTANT. (b)(6),(b)(7)(C) STATED THAT ?IN MARCH 2005 (b)(6),(b)(7)(C) DID NOT THREATEN TO CUT (b)(6),(b)(7)(C) IOPP'S FUNDING FOR THE PROJECT IF (b)(6),(b)(7)(C) WAS NOT HIRED.

ACCORDING TO (b)(6),(b)(7)(C) SCIDAC REVIEW RESPONSIBILITIES INCLUDED ?MANAGING INTERACTIONS WITH THE BOARD,?

AS WELL AS COLLECTING ARTICLES AND COORDINATING WITH THE WRITERS [REDACTED] (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

[REDACTED] STATED AFTER [REDACTED] LEFT FOR [REDACTED] DOE POSITION [REDACTED] TOOK OVER OVERALL RESPONSIBILITY? AT IOPP FOR RUNNING THE SCIDAC REVIEW.

[REDACTED] STATED THAT IN OCTOBER OR NOVEMBER 2006 [REDACTED] BEGAN

[REDACTED] STATED THAT THEY WERE 2500 MILES AWAY? FROM EACH OTHER. AS [REDACTED] WAS IN OAK RIDGE, TENNESSEE AND [REDACTED] WAS IN MARYLAND. [REDACTED] SAID THAT BOTH [REDACTED] AND [REDACTED] WERE GOING THROUGH

[REDACTED] AND THAT [REDACTED] REMAINED IN OAK RIDGE BECAUSE [REDACTED] THAT LIVED WITH [REDACTED] STATED IN THE BEGINNING [REDACTED] ?OCCASIONALLY? SAW EACH OTHER. [REDACTED]

[REDACTED] EXPLAINED THAT IN NOVEMBER 2008, [REDACTED] HAD A ?BIG FIGHT? AND WERE ?NOT SPEAKING? FOR SOME TIME, BUT SHORTLY AFTER, THEY DECIDED TO GET

[REDACTED] STATED THAT FOLLOWING [REDACTED] SPOKE TO THE OFFICE OF GENERAL COUNSEL (OGC) REGARDING A POTENTIAL CONFLICT OF INTEREST BETWEEN [REDACTED] BECAUSE AT THAT TIME [REDACTED] KNEW THAT [REDACTED] WAS A SUBCONTRACTOR ON THE SCIDAC REVIEW AND THAT FUNDING WAS COMING FROM [REDACTED] OFFICE, ASCR.

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

[REDACTED] STATED THAT OGC ADVISED [REDACTED] IN THE FALL OF 2008 THAT A ?COVERED RELATIONSHIP? WOULD NOT EXIST UNLESS [REDACTED] AND [REDACTED] WERE [REDACTED]

[REDACTED] STATED THAT [REDACTED] RECUSED [REDACTED] FROM THE ?FINANCIAL? ELEMENTS OF THE SCIDAC REVIEW PROJECT FOLLOWING [REDACTED]

BUT THAT [REDACTED] REMAINED INVOLVED IN THE ?INTELLECTUAL? ELEMENTS OF THE

PUBLICATION. (b)(6), (b)(7)(C) ADVISED THAT (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) OF (b)(6), (b)(7)(C) OFFICE TOOK OVER FINANCIAL OVERSIGHT FOR THE SCIDAC REVIEW AFTER (b)(6), (b)(7)(C) RECUSAL. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) STATED THAT (b)(6), (b)(7)(C) PURCHASED A HOME IN (b)(6), (b)(7)(C) TOGETHER IN 2008. (b)(6), (b)(7)(C) STATED THAT THEY DRAFTED A ?LEGAL DOCUMENT? THAT ?LIMITS THE FINANCIAL INVOLVEMENT IN THE HOUSE? AND THAT THEY WOULD ?NOT PROFIT? FROM EACH OTHER'S INVESTMENT IN THE HOME. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) STATED THAT (b)(6), (b)(7)(C) FINANCED THE DOWN PAYMENT FOR THE HOME WITH PROCEEDS GAINED FROM THE SALE OF ?SOME LAND (b)(6), (b)(7)(C) OWNED IN TENNESSEE. (b)(6), (b)(7)(C) STATED THAT (b)(6), (b)(7)(C) PAID THE MORTGAGE FOR THE HOUSE ?EXCLUSIVELY,? BUT THAT THEY ARE BOTH LISTED ON THE DEED AND MAINTAIN A JOINT MORTGAGE ACCOUNT. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) STATED THAT (b)(6), (b)(7)(C) HAS ?NEVER? GIVEN (b)(6), (b)(7)(C) ANY MONEY (b)(6), (b)(7)(C) RECEIVED FROM IOPP, AND THAT; IN FACT (b)(6), (b)(7)(C) OFTEN HELPED (b)(6), (b)(7)(C) WITH EXPENSES. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) STATED THAT (b)(6), (b)(7)(C) BECAME ?AWARE? THROUGH TALKING TO MEMBERS OF THE SCIDAC REVIEW ADVISORY BOARD THAT (b)(6), (b)(7)(C) WAS A ?KEY ELEMENT? OF SCIDAC REVIEW'S SUCCESS. (b)(6), (b)(7)(C) STATED THAT (b)(6), (b)(7)(C) TOOK FULL RESPONSIBILITY FOR THE COLLECTION OF ARTICLES FROM SCIENTISTS; FIXING ARTICLES; AND COORDINATING GRAPHICS. (b)(6), (b)(7)(C)

ACCORDING TO (b)(6), (b)(7)(C) BEFORE (b)(6), (b)(7)(C) LEFT IOPP TO WORK AT DOE'S ASCR (b)(6), (b)(7)(C) SET UP A PROCESS BY WHICH (b)(6), (b)(7)(C) COULD BECOME A SUBCONTRACTOR TO IOPP, RATHER THAN REMAIN A CONSULTANT. (b)(6), (b)(7)(C) STATED THAT (b)(6), (b)(7)(C) RESPONSIBILITIES WERE INCREASING; THEREFORE, IOPP SAW A NEED FOR THE SUBCONTRACT (b)(6), (b)(7)(C) STATED THAT (b)(6), (b)(7)(C) HAD ?REPLACED? (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)

(b)(6),(b)(7)(C)

AND [REDACTED] RAN THE BOARD? AS WELL.

(b)(6),(b)(7)(C) SAID THAT [REDACTED] DISCUSSED THE (b)(6),(b)(7)(C)
SUBCONTRACT ?BACK AND FORTH IN E-MAIL, ?
WITH (b)(6),(b)(7)(C)
AND THAT (b)(6),(b)(7)(C) WAS ?CC'D ON
MANY THINGS, ? BUT THAT [REDACTED] WAS ?BASICALLY? (b)(6),(b)(7)(C)
NOT INVOLVED IN THE PROCUREMENT PROCESS
OR AWARD OF THE SUBCONTRACT TO KJE.

(b)(6),(b)(7)(C) STATED [REDACTED] ABSOLUTELY? HAD (b)(6),(b)(7)(C)
NO PART IN DRAFTING THE SUBCONTRACT
BETWEEN IOPP AND KJE. [REDACTED] STATED THAT [REDACTED] (b)(6),(b)(7)(C)
MET WITH (b)(6),(b)(7)(C) INFORMALLY?
ABOUT THE SUBCONTRACT, BUT NEVER HAD
ANY ?FORMAL SIT-DOWN? DISCUSSIONS WITH
(b)(6),(b)(7)(C) STATED THAT
MEETINGS WITH (b)(6),(b)(7)(C) WERE NOT
?UNUSUAL? AS (b)(6),(b)(7)(C) MET WITH [REDACTED] (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) SEVERAL TIMES A YEAR.?

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) STATED THAT [REDACTED] DOES NOT GET (b)(6),(b)(7)(C)
INVOLVED IN (b)(6),(b)(7)(C) BUSINESS. KJE
SCIENCE CONSULTANTS, AND THAT [REDACTED] DID NOT (b)(6),(b)(7)(C)
ADVISE (b)(6),(b)(7)(C) TO CREATE THE COMPANY
SOLELY TO GET SUBCONTRACTS FROM IOPP OR
FUNDS FROM ASCR. (b)(6),(b)(7)(C) STATED
THAT [REDACTED] IS UNAWARE OF ANY OTHER CLIENTS
RETAINED BY KJE SCIENCE CONSULTANTS, BUT
KNOWS THAT [REDACTED] ?PUT IN PROPOSALS FOR (b)(6),(b)(7)(C)
SOME SBIR WORK.?

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) STATED THAT [REDACTED] NEVER (b)(6),(b)(7)(C)
REVIEWED RECEIPTS OR BILLING DOCUMENTS
PERTAINING TO KJE WITH (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) STATED THAT [REDACTED] BELIEVES IOPP (b)(6),(b)(7)(C)
PROVIDES (b)(6),(b)(7)(C) PRINCIPAL SOURCE OF
INCOME. (b)(6),(b)(7)(C) ACKNOWLEDGED THAT
FUNDING TO IOPP FOR THE SCIDAC REVIEW
WAS STILL COMING FROM ASCR WHILE [REDACTED] (b)(6),(b)(7)(C)
[REDACTED] WAS A SUBCONTRACTOR. (b)(6),(b)(7)(C)
STATED THAT [REDACTED] OVERSAW THE PROGRAM (b)(6),(b)(7)(C)
MANAGER RESPONSIBLE FOR THE ASCR FUNDS.

(b)(6),(b)(7)(C) STATED THAT [REDACTED] NEVER ASKED (b)(6),(b)(7)(C)

ANYONE FOR MORE MONEY FOR (b)(6),(b)(7)(C)
AND THAT IOPP NEVER TOLD (b)(6),(b)(7)(C) HOW MUCH
MONEY (b)(6),(b)(7)(C) WAS BEING PAID FOR (b)(6),(b)(7)(C)
WORK ON THE SCIDAC REVIEW.

(b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) KNEW FROM (b)(6),(b)(7)(C)
CONVERSATIONS WITH (b)(6),(b)(7)(C) THAT
(b)(6),(b)(7)(C) WAS INITIALLY PAID ABOUT \$100,000
PER YEAR WHILE A CONSULTANT FOR IOPP.
(b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C)
COSTS WERE ?ROUGHLY EDITORIAL.? (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) STATED THAT COSTS ASSOCIATED
WITH THE SCIDAC REVIEW WERE ESTABLISHED
?BEFORE (b)(6),(b)(7)(C) WAS WORKING FOR IOPP.?

(b)(6),(b)(7)(C) STATED THAT THE PER ISSUE
COSTS OF SCIDAC REVIEW ?HAVEN'T CHANGED
DRAMATICALLY? BUT INCREASED DUE TO
?INFLATION,? AND THE FACT THAT ?THINGS
COST MORE THAN THEY DID FIVE YEARS AGO.?

(b)(6),(b)(7)(C) STATED THAT THE ADVISORY
BOARD DECIDED TO PUBLISH ?SUPPLEMENTAL?
OR ?SPECIAL? ISSUES, AND THAT (b)(6),(b)(7)(C)
CONCURRED WITH THEIR DECISION. (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) STATED (b)(6),(b)(7)(C) BELIEVES? (b)(6),(b)(7)(C)
WAS RESPONSIBLE FOR AND PAID FOR WORK
ON THESE ?SPECIAL? ISSUES. (b)(6),(b)(7)(C)
STATED THAT TO (b)(6),(b)(7)(C) LAST KNOWLEDGE THE
COSTS OF 4 ISSUES OF THE SCIDAC REVIEW
WAS ROUGHLY \$1.5 MILLION.

(b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) DID NOT (b)(6),(b)(7)(C)
COMPLETE (b)(6),(b)(7)(C) WORK ON THE SCIDAC
REVIEW. HOWEVER, (b)(6),(b)(7)(C) STATED
THAT MOST OF THE CONTENT WAS REVIEWED
BY (b)(6),(b)(7)(C) BEFORE PUBLICATION.

STAT ON 30-AUG-2010 (b)(6),(b)(7)(C) WAS
PLACED ON ADMINISTRATIVE LEAVE WITH PAY
AS A RESULT OF THE PENDING OIG
INVESTIGATION.

ON 6-OCT-2010 DOE OIG AND DOJ SPOKE WITH
(b)(6),(b)(7)(C) IOPP. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) INDICATED (b)(6),(b)(7)(C) DID LITTLE WORK ASSOCIATED WITH THE CONTRACTS.

ON 25-OCT-2010 (b)(6),(b)(7)(C) ARGONNE NATIONAL LAB, WAS INTERVIEWED. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) INDICATED (b)(6),(b)(7)(C) WAS UNAWARE OF (b)(6),(b)(7)(C) ROLES AND RESPONSIBILITIES. (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) WAS ALSO UNAWARE WHY THE CONTRACT WAS MOVED FROM ORNL TO ANL.

ON 9-FEB-2011 (b)(6),(b)(7)(C) AND (b)(6),(b)(7)(C) ATTORNEYS ATTENDED A PLEA NEGOTIATION DISCUSSION AT THE DEPT OF JUSTICE. DOJ ATTORNEYS OFFERED (b)(6),(b)(7)(C) TO PLEA GUILTY TO A 18 USC 208 VIOLATION (FELONY), CRIMINAL CONFLICT OF INTEREST. DOJ INFORMED (b)(6),(b)(7)(C) HAD TWO WEEKS TO ACCEPT OR DENY THE PLEA. DENIAL OF THE PLEA MAY RESULT IN INDICTMENT FOR WIRE FRAUD AND FALSE STATEMENTS TO THE GOVERNMENT IN ADDITION TO THE CONFLICT VIOLATION.

ON 29-MAR-2011 DOE OIG INTERVIEWED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) DOE OFFICE OF GENERAL COUNSEL (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) INFORMED (b)(6),(b)(7)(C) IN MAY/JUNE 2009 REGARDING A "POTENTIAL CONFLICT" WITH (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) BUT THAT (b)(6),(b)(7)(C) DID NOT INFORM (b)(6),(b)(7)(C) THAT THEY OWNED JOINT PROPERTY, HAD JOINT ASSETS, OR THAT DOE HAD BUSINESS WITH (b)(6),(b)(7)(C) COMPANY OVER WHICH (b)(6),(b)(7)(C) HAD AUTHORITY.

(b)(6),(b)(7)(C) SUBMITTED THROUGH (b)(6),(b)(7)(C) ATTORNEYS A LETTER TO THE JUSTICE DEPARTMENT IN EARLY MARCH 2011 REQUESTING A MEETING WITH THE ASSISTANT ATTORNEY GENERAL OF THE CRIMINAL DIVISION TO DISCUSS PLEA NEGOTIATIONS. DOJ HAS NOT GRANTED NOR DENIED THIS REQUEST AS OF 2-MAY-2011.

ON 18-MAY-2011 (b)(6),(b)(7)(C) FILED THROUGH

(b)(6),(b)(7)(C)

____ ATTORNEYS AN INFORMAL GRIEVANCE AGAINST THE DEPARTMENT FOR, AMONG OTHER THINGS, AGE DISCRIMINATION. ____ (b)(6),(b)(7)(C)
____ (b)(6),(b)(7)(C) FOLLOWED THIS WITH A FORMAL FILING ON 2-JUN-2011.

*****STAT***** ON 20-JUN-2011, OIG ISSUED AN INVESTIGATIVE REPORT TO MANAGEMENT (IRM) TO DIRECTOR, OFFICE OF SCIENCE, REGARDING ____ (b)(6),(b)(7)(C) CONFLICT OF INTEREST AND MISUSE OF POSITION. OCT 8 2011 IS BEING USED AS THE IRM ISSUANCE DATE FOR STATISTICAL PURPOSES.

*****STAT***** AS OF JUNE 24, 2011 THIS CASE WAS PROSECUTIVELY CLOSED BY THE DOJ MAJOR FRAUD SECTION AND TO TRANSFER IT TO THE U.S. ATTORNEY'S OFFICE, DISTRICT OF MARYLAND AND HAS BEEN ACCEPTED FOR PROSECUTION. THE DATE OF ACCEPTANCE FOR STAT PURPOSES FOR ____ (b)(6),(b)(7)(C) WAS ENTERED INTO ACTIONS AS 1 OCT 2012.

*****STAT***** ON 8 OCT 2011 A RESPONSE WAS RECEIVED FROM ER-1 NOTIFYING THE OI THAT ER-1 HAD COMPLIED WITH THE IRM RECOMMENDATION AND HAD TERMINATED ____ (b)(6),(b)(7)(C)
____ (b)(6),(b)(7)(C) EMPLOYMENT ON 8 OCT 2011.

(b)(6),(b)(7)(C)

ON 19-JAN-2012 SA ____ (b)(6),(b)(7)(C) SPOKE WITH ____ (b)(6),(b)(7)(C) AT ____ (b)(6),(b)(7)(C) OFFICE IN COLUMBIA, MD. ____ (b)(6),(b)(7)(C) PROVIDED BACKGROUND ON ____ (b)(6),(b)(7)(C) AND ____ (b)(6),(b)(7)(C) RELATIONSHIP AND ON EVENTS LEADING TO THEIR ____ (b)(6),(b)(7)(C) FURTHER STATED ____ (b)(6),(b)(7)(C) ADVISED ____ (b)(6),(b)(7)(C) OF THE CONFLICT OF INTEREST INVOLVED IN HIRING ____ (b)(6),(b)(7)(C)

*****STAT***** ON 25-JAN-2012 ____ (b)(6),(b)(7)(C) WAS SERVED WITH A DOJ TARGET LETTER.

*****STAT***** ON 16-MAY-2012 ____ (b)(6),(b)(7)(C) AND ____ (b)(6),(b)(7)(C) WERE INDICTED BY A GRAND JURY IN THE DISTRICT OF MARYLAND FOR

CONSPIRACY, WIRE FRAUD, MONEY LAUNDERING, FALSE STATEMENTS AND CRIMINAL CONFLICT OF INTEREST. AN OPPORTUNITY HAS BEEN GIVEN FOR BOTH DEFENDANTS TO SELF-SURRENDER.

ON 21-MAY-2012 (b)(6),(b)(7)(C) TURNED THEMSELVES IN FOR PROCESSING TO THE US MARSHAL DISTRICT OF MARYLAND AND MADE THEIR INITIAL APPEARANCE. (b)(6),(b)(7)(C) WAS REPRESENTED BY (b)(6),(b)(7)(C) FOR THE PURPOSE OF INITIAL APPEARANCE ONLY AND (b)(6),(b)(7)(C) WAS REPRESENTED BY PUBLIC DEFENDER (b)(6),(b)(7)(C) BOTH WERE RELEASED ON THEIR OWN RECOGNIZANCE AND WERE ORDERED TO SURRENDER THEIR PASSPORTS BY 12 PM ON 23 MAY 2012.

ON 5-JUNE-2012 (b)(6),(b)(7)(C) WERE ARRAIGNED AT USDC MARYLAND. BOTH PLEADED NOT GUILTY TO ALL CHARGES. TRIAL IS TENTATIVELY SET FOR MID-AUGUST 2012. EXECUTED DISCOVERY AGREEMENTS ARE IN PLACE WITH COUNSEL AND INITIAL DISCOVERY HAS BEEN PROVIDED TO BOTH DEFENSE COUNSEL.

AS OF 11-JUN-2012 (b)(6),(b)(7)(C) ALL CHARGES AGAINST (b)(6),(b)(7)(C) WILL BE SUMMARILY DISMISSED BY THE COURT. CHARGES REMAIN AGAINST (b)(6),(b)(7)(C) AND TRIAL IS STILL SET FOR MID AUGUST 2012 PENDING ANY SETTLEMENT NEGOTIATIONS.

ON 16-JUL-12 USAO-MD AND DOE OIG MET WITH (b)(6),(b)(7)(C) COUNSEL FOR A PROFFER SESSION. (b)(6),(b)(7)(C) VOLUNTARILY PROVIDED INFORMATION THAT (b)(6),(b)(7)(C) HAD CONTINUALLY ENCOURAGED (b)(6),(b)(7)(C) TO GO TO GENERAL COUNSEL FROM 2007 FORWARD. (b)(6),(b)(7)(C) FURTHER STATED THAT (b)(6),(b)(7)(C) HAD CONTINUALLY ATTEMPTED TO FORCE (b)(6),(b)(7)(C) TO UNDERTAKE ADDITIONAL WORK AS KJE SCIENCE CONSULTANTS AND THAT (b)(6),(b)(7)(C) DID NOT WANT TO PARTICIPATE. THE USAO-MD IS DRAFTING A

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EXPRESS APPROVAL OF THE OIG

PLEA OFFER TO ONE MISDEMEANOR COUNT OF
18 USC 208 CRIM. CONFLICT OF INTEREST, A
CHARGE TO WHICH (b)(6), (b)(7)(C) HAS
INDICATED (b)(6), (b)(7)(C) IS WILLING TO PLEA.
PENDING APPROVAL BY USAO-MD T

Finding Summary:

THIS DOCUMENT IS PROPERTY OF THE OIG AND CANNOT BE RELEASED, OR FURTHER DISSEMINATED, WITHOUT THE
EXPRESS APPROVAL OF THE OIG

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: LOVETTSVILLE
Work State: VA
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: WASHINGTON

Work State: DC

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name: KJE SCIENCE CONSULTANTS

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City:

Work State:

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

Work

Address 2:

DOB:

Work City: WASHINGTON

Org.:

Work State: DC

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

Work

Address 2:

DOB:

Work City: GERMANTOWN

Org.:

Work State: MD

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

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Victim: No
Employment Status: DOE Employee
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Pay Band: [Unknown]
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Witness

Name: (b)(6),(b)(7)(C)
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Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
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Work State: DC
Work Zip
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Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: GERMANTOWN

Work State: MD

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City:

Work State: DC

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Evidence #1: IP TRACING FOR AUSA AND CASE AGENT; EMAIL ANALYSIS

Log Number: T11TS025

Date Obtained: 10NOV2011

Date Disposed:

Disposition ON NOVEMBER 10, 2011, (b)(6),(b)(7)(C) AND SA (b)(6),(b)(7)(C)

Notes: PROVIDED INFORMATION TO THE AUSA REGARDING IP
LOCATIONS RELATED TO THE CASE. SA (b)(6),(b)(7)(C) ASSISTED
WITH THE OBTAINING AND ANALYSIS OF EMAILS FOR

(b)(6),(b)(7)(C)

Financial Action #1: Fines/Penalties Imposed (Civil)
Amount: \$1,000.00
Action Date: 20DEC2012
Person:

Financial Action #2: Restitution (Civil)
Amount: \$104,000.00
Action Date: 20DEC2012
Person:

Financial Action #3: Restitution (Civil)
Amount: \$104,000.00
Action Date: 20DEC2012
Person:

Financial Action #4: Fines/Penalties Imposed (Civil)
Amount: \$100.00
Action Date: 20DEC2012
Person:

Document Number 26

13NOV2014

13-0038-1 FISKER: LEAK OF PROPRIETARY GOVERNMENT INFORMATION (LPO)

Complaint Summary: ON 14-MAY-2013 OIG RECEIVED INFORMATION THAT WANXIANG GROUP AND VL DESTINO, POTENTIAL BUYERS OF DOE LOAN RECIPIENT FISKER, MAY HAVE IMPROPERLY RECEIVED PROPRIETARY GOVERNMENT INFORMATION THAT ALTERED THE BUYER'S BIDDING PRICE.

Current Status: Closed
Date Received: 22MAY2013
Date Initiated: 07JUN2013

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: Contract and Grant Fraud

[None]
[None]
[Other]
Received By: DOE Management
Complaint Source: Lawrence Berkeley National Laboratory
Complainant Location: Lawrence Berkeley National Laboratory
Allegation Location: No
Retaliation No
INV Assigned Office Washington DC
FOIA Interest No
Recovery Act No
HQ Program Office Other
Offense Location District Of Columbia
Priority Level 1 (Priority)
Documents:
No Data Available

Close Actions

Case Closed Date 03SEP2013

Last Invest Activity

Evidence Processed Per

Chapter 9

Grand Jury & Subpoenaed

Material Proc Per Chp 8

Discard NCIC

History/Printouts

Closing Notification to

Depart Mgr (Name & Date)

Files and Folders Properly

Labeled

Coordination w TCS

Regarding Electronic

Evidence

Techniques No Data Available

Allegation #1:

Location:

Summary:

Lawrence Berkeley National Laboratory
ON 14-MAY-2013 OIG RECEIVED INFORMATION THAT WANXIANG GROUP AND VL DESTINO, POTENTIAL BUYERS OF DOE LOAN RECIPIENT FISHER, MAY HAVE IMPROPERLY RECEIVED PROPRIETARY GOVERNMENT INFORMATION THAT ALTERED THE BUYER'S BIDDING PRICE.

AS THIS IS A MATTER INVOLVING BANKRUPTCY OF A DOE LOAN RECIPIENT THE DEPARTMENT OF JUSTICE (DOJ) CIVIL DIVISION IS ALSO INVOLVED IN THIS INQUIRY.

OIG INTERVIEWED (b)(6),(b)(7)(C) AT LOAN PROGRAMS OFFICE (LPO). (b)(6),(b)(7)(C) INDICATED THAT (b)(6),(b)(7)(C) RECEIVED INFORMATION FROM (b)(6),(b)(7)(C) HOULIHAN LOKEY IN NEW YORK, NY AND CONSULTANT TO DOE LPO, THAT CONFIDENTIAL INFORMATION REGARDING THE VALUE OF FISHER'S REMAINING ASSETS (?VALUATION DECKS?) WERE POTENTIALLY COMPROMISED. (b)(6),(b)(7)(C) INDICATED (b)(6),(b)(7)(C) BELIEVED THE VALUATION DECKS TO HAVE BEEN RELEASED WITHOUT AUTHORIZATION TO FISHER'S POTENTIAL BUYERS, WANXIANG GROUP (IN CHINA) AND VL DESTINO (DETROIT, MICHIGAN).

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) INDICATED THAT THE BUYERS HAD LOWERED THEIR OFFER TO \$20 MILLION AFTER HOULIHAN PRODUCED A VALUATION DECK ESTIMATING FISHER'S ASSETS TO BE VALED AT BETWEEN \$10 AND \$30 MILLION.

OIG INTERVIEWED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) WHO CORROBORATED THE ABOVE. (b)(6),(b)(7)(C) ALSO INDICATED THAT DOE WOULD ESSENTIALLY BE A VICTIM IF THE NON-PUBLIC INFORMATION WAS LEAKED, BECAUSE DOE WOULD BE RECOVERING FROM THE BUYERS AS LOAN REPAYMENT ANY FINAL PRICE NEGOTIATED UPON FOR FISHER.

OIG INTERVIEWED (b)(6),(b)(7)(C) WHO INDICATED (b)(6),(b)(7)(C) LEARNED OF THE ?LEAK? (b)(6),(b)(7)(C) FROM (b)(6),(b)(7)(C) AN INVESTMENT BANKER FOR EVERCORE PARTNERS (?EVERCORE?), A CONSULTANT TO FISHER IN THE BANKRUPTCY PROCESS. (b)(6),(b)(7)(C) STATED (b)(6),(b)(7)(C) THAT (b)(6),(b)(7)(C) ADMITTED, UPON (b)(6),(b)(7)(C) QUERY, THAT (b)(6),(b)(7)(C) AT VL DESTINO, HAD ADMITTED THAT THE LOWERED BID OFFER WAS A RESULT OF VL DESTINO LEARNING OF THE PRICE INCLUDED IN THE VALUATION DECK. (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) NEITHER EVERCORE NOR VL DESTINO WOULD HAVE RECEIVED THIS INFORMATION AS IT WAS PREPARED BY HOULIHAN EXCLUSIVELY FOR DOE LPO. (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) SUSPECTED (b)(6),(b)(7)(C) AN AUTOMOTIVE INDUSTRY CONSULTANT TO DOE ON THE PROJECT, MAY HAVE BEEN THE SOURCE OF THE LEAK, GIVEN (b)(6),(b)(7)(C) PREEXISTING PERSONAL AND PROFESSIONAL RELATIONSHIP WITH (b)(6),(b)(7)(C) ALTHOUGH (b)(6),(b)(7)(C) HAD NO EVIDENCE OF THIS. (b)(6),(b)(7)(C)

ON 23-MAY-2013 OIG SPOKE AGAIN WITH (b)(6),(b)(7)(C) WHO PROVIDED A LIST OF ALL PERSONS WHO WERE IN RECEIPT OF THE VALUATION DECKS POTENTIALLY COMPROMISED. (b)(6),(b)(7)(C) STATED (b)(6),(b)(7)(C)

ON 24-MAY-2013 SA (b)(6),(b)(7)(C) SPOKE TO (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) US DOJ CRIMINAL DIVISION, PUBLIC INTEGRITY SECTION (b)(6),(b)(7)(C) STATED THAT ANY (b)(6),(b)(7)(C) LEAK OF PROPRIETARY INFORMATION PERTAINING TO THIS TRANSACTION MAY BE PROTECTED AS GOVERNMENT INFORMATION AND IF WILLFULLY COMMUNICATED WITHOUT AUTHORIZATION MAY CONSTITUTE A VIOLATION OF 18 USC 641 'THEFT OF GOVERNMENT PROPERTY? AND/OR WIRE/MAIL FRAUD.

AS OF 7-JUNE-2013 ALL DOE FEDERAL AND CONTRACTOR PERSONNEL STATIONED IN WASHINGTON, DC IN RECEIPT OF THE FISHER VALUATION INFORMATION HAVE BEEN

INTERVIEWED BY OIG. NO ONE ADMITTED TO HAVING PASSED ON THE INFORMATION IMPROPERLY. SEVERAL INTERVIEWEES SUGGESTED (b)(6),(b)(7)(C) A DEPARTMENT CONSULTANT ON THE PROJECT, MAY HAVE PASSED THE INFORMATION TO VL AUTOMOTIVE AS PER (b)(6),(b)(7)(C) PREEXISTING PERSONAL RELATIONSHIP WITH (b)(6),(b)(7)(C) NO EVIDENCE OF THIS WAS PROVIDED.

ON 16-JUL-2013 DOE OIG INTERVIEWED (b)(6),(b)(7)(C) (b)(6) VL AUTOMOTIVE AND CONCORDE GROUP. (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) DENIED HAVING EVER BEEN IN RECEIPT OF DOE PROPRIETARY VALUATION INFORMATION FOR FISKER, AND PROVIDED AN EXPLANATION FOR HOW (b)(6),(b)(7)(C) TEAM LOWERED THEIR BID FROM THE ORIGINAL \$60 MILLION TO CURRENT OFFER OF \$20 MILLION.

ON 17-JUL-2013 SA (b)(6),(b)(7)(C) SPOKE TELEPHONICALLY WITH (b)(6),(b)(7)(C) EVERCORE PARTNERS. (b)(6),(b)(7)(C) SERVES AS A FINANCIAL CONSULTANT TO FISKER AND PROVIDED THE INITIAL INFORMATION TO (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) OF HOULIHAN LOKEY THAT CONFIDENTIAL VALUATION INFORMATION MAY HAVE BEEN COMPROMISED. (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) RECALLED A TELEPHONIC CONVERSATION IN THE BEGINNING OF APRIL 2013 WHERE (b)(6),(b)(7)(C) MADE A 'THROWAWAY COMMENT' ABOUT KNOWING FISKER'S LIQUIDATION VALUE. (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) RECALLED (b)(6),(b)(7)(C) MENTIONED HOULIHAN LOKEY DURING THE CONVERSATION BUT DOES NOT RECALL ANY SPECIFIC MENTION OF HAVING SEEN A HOULIHAN DOCUMENT OR HEARING LIQUIDATION FIGURES PROPOSED BY HOULIHAN. (b)(6),(b)(7)(C) FURTHER STATED THAT IT WAS "AWFULLY HARD FOR ANYONE PRIVY TO DETAILS" ABOUT THE LIQUIDATION VALUATION TO "LOOK AT ANY DOCUMENT AND PULL OUT A NUMBER" BECAUSE OF "SO MANY COMPLICATED FACTORS" AT PLAY WITH THE NEGOTIATION. FURTHER, (b)(6),(b)(7)(C)

INDICATED THIS CONVERSATION AND
(b)(6),(b)(7)(C) COMMENT CONCERNED VL'S BID
REDUCTION FROM \$60 MILLION TO \$31 MILLION,
NOT TO \$20 MILLION AS OCCURRED LATER.

ON 24-JUL-2013 DOE OIG SPOKE WITH (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C)
NEVER PROVIDED ANY PROPRIETARY OR
CONFIDENTIAL VALUATION FIGURES TO (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) WANXIANG, OR ANYONE ELSE FOR
THAT MATTER. (b)(6),(b)(7)(C) FURTHER STATED
THAT (b)(6),(b)(7)(C) DID NOT SPECIFICALLY RECALL HAVING
SEEN THE VALUATION FIGURES FROM MAY 2013.
(b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) KNEW (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) FROM WORKING ON SEVERAL
OTHER PROJECTS, BUT DID NOT DISCUSS
FISKER WITH (b)(6),(b)(7)(C) ON ANY OCCASSION. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Finding Summary:

Subject

Name: VL DESTINO
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: DETROIT
Work State: MI
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: WANXIANG
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City:
Work State: XX
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
Work
Address 2:
Work City: DETROIT
Work State: MI
Work Zip
Code:
Country:
Work:
Mobile:
DOB:
Org.:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work
Address:
Work
Address 2:
Work City: DETROIT
Work State: MI
Work Zip
Code:
Country:
Work:
Mobile:
DOB:
Org.:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

Other

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: DETROIT

Work State: MI

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Complainant

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: NEW YORK

Work State: NY

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: NEW YORK
Work State: NY
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: FISKER
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: **Work City:** ANAHEIM
Work State: CA
Work Zip Code:
Pay Band: [Unknown]
Location: [Other]
Country:
Home: Work
Other: Mobile
Office Info:

Witness

Name: EVERCORE
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: **Work City:** NEW YORK
Work State: NY
Work Zip Code:
Pay Band: [Unknown]
Location: [Other]
Country:
Home: Work
Other: Mobile
Office Info:

User chronology entries:

Close Actions

Case Closed Date 08AUG2013

Last Invest Activity

Evidence Processed Per

Chapter 9

Grand Jury & Subpoenaed

Material Proc Per Chp 8

Discard NCIC

History/Printouts

Closing Notification to

Depart Mgr (Name & Date)

Files and Folders Properly

Labeled

Coordination w TCS

Regarding Electronic

Evidence

Techniques No Data Available

Document Number 27

14NOV2014

13-0366-C COMPLAINT AGAINST IG EMPLOYEE

Complaint Summary: A COMPLAINT WAS MADE CONCERNING AN OIG
EMPLOYEE

Current Status: Closed; Investigation Initiated
Date Received: 14FEB2013
Date Initiated: 14FEB2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type: [Other]

Subject Type: [Other]

Special Flags:

Category: NAP

[None]

[None]

Received By: [Other]

Complaint Source: DOE Employee

Complainant Location: [Other]

Allegation Location: [Other]

Referred To OIG Website N/A

Priority Level 3 (Routine)

HQ Program Office Other

FOIA Interest No

Retaliation No

INV Assigned Office Technology Crimes Section

Offense Location Washington

Recovery Act No

Documents:

No Data Available

**Close Actions
Techniques**

No Data Available

Allegation #1:

Location:

[Other]

Summary:

DUE TO THE SENSITIVE NATURE OF THE ALLEGATIONS NO DETAILED INFORMATION CONCERNING THIS COMPLAINT WILL BE MAINTAINED WITH THIS FILE. IF YOU NEED ADDITIONAL INFORMATION PLEASE SEE I13PP003.

Finding Summary:

Allegation #2:

Location:

Hanford Site

Summary:

PREDICATION:

ON NOVEMBER 14, 2010, THE OIG TECHNOLOGY CRIMES SECTION WAS NOTIFIED OF A POSSIBLE INTRUSION ON THE WWW.HANFORD.GOV WEBSITE. THE NOTIFICATION WAS MADE BY SPECIAL AGENT (b)(6),(b)(7)(C) ARMY CID.

BACKGROUND:

ON NOVEMBER 14, 2010, THE OIG TECHNOLOGY CRIMES SECTION WAS NOTIFIED OF A POSSIBLE INTRUSION ON THE WWW.HANFORD.GOV WEBSITE. THE NOTIFICATION WAS MADE BY SPECIAL AGENT (b)(6),(b)(7)(C) ARMY CID.

INVESTIGATIVE FINDINGS:

ON 14-NOV-2012, THE OIG WAS NOTIFIED BY SA (b)(6),(b)(7)(C) ARMY CID, THAT A SERVER BELONGING TO DOE HAD BEEN IDENTIFIED ON A HACKER'S WEBSITE AS HAVING A COLD FUSION REMOTE ACCESS SHELL VULNERABILITY.

CONTINUING ON 14-NOV-2012, SA (b)(6),(b)(7)(C) DOE OIG, INFORMED THE JC3 ABOUT THE ISSUE AND A TICKET WAS CREATED JC3-696864. SA (b)(6),(b)(7)(C) ALSO SPOKE WITH (b)(6),(b)(7)(C) HANFORD, REGARDING THE ISSUE OF THE COLD FUSION VULNERABILITY. SA (b)(6),(b)(7)(C) REQUESTED LOGS OF F (b)(6),(b)(7)(C)

THE SERVERS AND BORDER DEVICES THAT WERE AFFECTED.

CONTINUING ON 14-NOV-2012, SA [REDACTED] SPOKE WITH [REDACTED] OF THE INCIDENT RESPONSE TEAM AND EXPLAINED THE ISSUE THAT WAS DISCOVERED. (b)(6),(b)(7)(C)

ON 15-NOV-2012, SA [REDACTED] SPOKE WITH SA [REDACTED] CID, AND WAS INFORMED THAT THE HACKERS WERE USING DIRECTORY REVERSAL THROUGH A BACKDOOR OF COLDFUSION FROM A SCHEDULED JOB. THE ATTEMPTS MAY HAVE STARTED IN NOVEMBER FO 2011. THE FBI AND ARMY CID HAVE IDENTIFIED THE HACKERS, ONE LOCATED IN AUSTRALIA (MINOR THAT HAS BEEN ARRESTED) AND THE MAIN HACKER WHOSE LOCATION IS UNKNOWN. THE IP ADDRESS OF THE MAIN HACKER IS 109.163.233.13 (ROMANIA), HOWEVER, THE IP ADDRESS CAN ALSO BE TRACED THROUGH THE UNITED KINGDOM. (b)(6),(b)(7)(C)

CONTINUING ON 15-NOV 2012, SA [REDACTED] SPOKE WITH [REDACTED] AND WAS INFORMED THAT THEY FOUND THE SUSPECT IP ADDRESS BUT IT WAS UNSUCCESSFUL IN ITS ATTEMPTS TO PENETRATE. SA [REDACTED] WAS ALSO INFORMED THAT THE MACHINES CONTAINING THE COLDFUSION SOFTWARE WERE PATCHED FOR THE THE KNOWN VULNERABILITIES AND BACKDOORS. (b)(6),(b)(7)(C)

ON 19-NOV-2012, SA [REDACTED] SPOKE WITH [REDACTED] TELEPHONICALLY AND CONFIRMED THAT THEY DID NOT FIND ANY INTRUSION THAT WAS SUCCESSFUL. (b)(6),(b)(7)(C)

ON 20-NOV-2012, SA [REDACTED] SPOKE WITH SA [REDACTED] ARMY CID, AND INFORMED [REDACTED] THAT THE HANFORD SITE DID NOT FIND ANY INTRUSIONS AND THAT THE DOE OIG WILL NOT BE OPENING A CASE. (b)(6),(b)(7)(C)

CASE IS CLOSED - NO FURTHER INVESTIGATIVE ACTIVITIES ARE WARRANTED.

THIS DOCUMENT IS PROPERTY OF THE OIG AND CANNOT BE RELEASED, OR FURTHER DISSEMINATED, WITHOUT THE
EXPRESS APPROVAL OF THE OIG

Finding Summary:

THIS DOCUMENT IS PROPERTY OF THE OIG AND CANNOT BE RELEASED, OR FURTHER DISSEMINATED, WITHOUT THE
EXPRESS APPROVAL OF THE OIG

Document Number 28



Department of Energy
Washington, DC 20585

March 21, 2013

MEMORANDUM FOR THE ADMINISTRATOR, NATIONAL NUCLEAR SECURITY
ADMINISTRATION

FROM: Michael S. Milner *Michael S. Milner*
Assistant Inspector General for Investigations

SUBJECT: Low Levels of Radiation Exposure to the Public by the Remote
Sensing Laboratory at Nellis Air Force Base in Nevada
(OIG File No. 113RR057) *13-0077-C*

This memorandum serves to advise you of a complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter for information purposes and for whatever action you deem appropriate. We would appreciate a written reply should your office confirm wrongdoing or misconduct in response to this memorandum or identify fraud involving Department programs, operations, or personnel. A copy of this memorandum has also been sent to the Office of Health, Safety and Security.

The allegations in the complaint reported to the OIG are as follows:

The Remote Sensing Laboratory at Nellis Air Force (Base) in Nevada is exposing the public to low levels of radiation, without knowledge or consent, by conducting tests in the city surrounding the Base. Specifically, the tests are being conducted in areas of casinos, in which a maximum of 1 mCi is being used.

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Please contact (b)(6),(b)(7)(C) or
(b)(6),(b)(7)(C) should you have questions regarding this matter.

cc: Chief Health, Safety and Security Officer

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Document Number 29



Department of Energy
Washington, DC 20585

June 3, 2013

MEMORANDUM FOR THE DIRECTOR, OFFICE OF INTELLIGENCE AND
COUNTERINTELLIGENCE

FROM: Michael S. Milner *Michael S. Milner*
Assistant Inspector General for Investigations

SUBJECT: Alleged Economic Espionage at Washington University
(OIG File No. 113RR081) *13-0101-C*

This memorandum serves to advise you of an anonymous complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter for information purposes and for whatever action you deem appropriate. We would appreciate a written reply should your office confirm wrongdoing or misconduct in response to this memorandum or identify fraud involving Department programs, operations, or personnel.

The allegations in the complaint reported to the OIG are as follows:

(b)(6),(b)(7)(C) [redacted] has used laboratory resources funded by various Federal grants at Washington University (University) in St. Louis, Missouri, to commit economic espionage [redacted] is a (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) [redacted] for University research [redacted] (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) [redacted] biotechnology company, Dongguan Mag Biotechnology Science Co., Ltd., located in Dongguan, China [redacted] has used laboratory resources to reproduce (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) intellectual property and patented technology to benefit [redacted] company. Further, other (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) researchers in [redacted] laboratory have also been complicit in [redacted] activities, and (b)(6),(b)(7)(C)
the complainant alleged that [redacted] was aware of [redacted] activities. (b)(6),(b)(7)(C)

This memorandum, including any attachments and information contained therein, is the property of the Office of Inspector General and is for OFFICIAL USE ONLY. The original and any copies of the memorandum must be appropriately controlled and maintained. Disclosure to unauthorized persons without prior Office of Inspector General written approval is strictly prohibited and may subject the disclosing party to liability. Unauthorized persons may include, but are not limited to, individuals referenced in the memorandum, contractors, and individuals outside the Department of Energy. Public disclosure is determined by the Freedom of Information Act (Title 5, U.S.C., Section 552) and the Privacy Act (Title 5, U.S.C., Section 552a).

Please contact (b)(6),(b)(7)(C) at (b)(6),(b)(7)(C) should you have questions regarding this matter.

OFFICIAL USE ONLY

Document Number 30

13NOV2014

12-0024- (b)(6),(b)(7)(C) **ELECTRONIC EAVESDROPPING; WAPA**

**Complaint
Summary:**

(b)(6),(b)(7)(C)
STATED THAT (b)(6),(b)(7)(C) IMPROPERLY
RECORDED THIRD PARTY CONVERSATIONS OF
(b)(6),(b)(7)(C) AND OTHER WAPA EMPLOYEES.
(b)(6),(b)(7)(C) SAID THE RECORDINGS SHOW (b)(6),(b)(7)(C)
MADE THREATS AGAINST (b)(6),(b)(7)(C)

Current Status: Closed
Date Received: 30NOV2011
Date Initiated: 01DEC2011

Primary Investigator: (b)(6),(b)(7)(C)

Other Investigators:

Type: [Other]

Subject Type: [Other]

Special Flags:

Category: NAP

[None]

[None]

[Other]

Received By:

Complaint Source: DOE Employee

Complainant Location: Western Area Power Administration

Allegation Location: Western Area Power Administration

Retaliation No

HQ Program Office Other

INV Assigned Office Denver

FOIA Interest No

Recovery Act No

Priority Level 3 (Routine)

Offense Location Colorado

Documents:

No Data Available

Allegation #1:

Location:

Western Area Power Administration

Summary:

PREDICATION:

ON 29-NOV-11, (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C)
IMPROPERLY RECORDED THIRD PARTY
CONVERSATIONS OF (b)(6),(b)(7)(C) AND OTHER
WAPA EMPLOYEES. (b)(6),(b)(7)(C) SAID THE
RECORDINGS SHOW (b)(6),(b)(7)(C) MADE THREATS (b)(6),(b)(7)(C)
AGAINST (b)(6),(b)(7)(C)

ON 12-JAN-12, THE INVESTIGATION WAS
COORDINATED WITH THE FBI BY A
COORDINATION LETTER SENT VIA UPS TO THE
FBI DENVER FIELD OFFICE.

CASE ASSIGNMENT:

ON 30-NOV-11 -- COMPLAINT PREDICATED IN
EIGHT

ON 1-DEC-11 -- CASE OPENED AND ASSIGNED TO
SA (b)(6),(b)(7)(C)

ON 19-APR-12 -- CASE REASSIGNED FROM SA
(b)(6),(b)(7)(C) TO SA (b)(6),(b)(7)(C)

ON 12-JUN-12 -- CASE REASSIGNED FROM SA
(b)(6),(b)(7)(C) TO SA (b)(6),(b)(7)(C)

ON 18-DEC-12 -- CASE REASSIGNED TO SA
(b)(6),(b)(7)(C)

BACKGROUND:

(b)(6),(b)(7)(C)
WESTERN AREA POWER ADMINISTRATION
(WAPA), INFORMED THE OIG THAT WAPA
EMPLOYEE (b)(6),(b)(7)(C) LOCATED IN CRAIG,
CO IMPROPERLY RECORDED CONVERSATIONS
OF OTHER WAPA PERSONNEL WITHOUT THEIR
KNOWLEDGE AND CONSENT. (b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

____ PROVIDED WAPA WITH RECORDED CONVERSATIONS WHICH ____ WAS NOT PRESENT (b)(6),(b)(7)(C) DURING THE RECORDINGS OF WAPA PERSONNEL TO INCLUDE ANOTHER WAPA EMPLOYEE IDENTIFIED AS (b)(6),(b)(7)(C) ACCORDING TO (b)(6),(b)(7)(C) PROVIDED THE RECORDINGS AS EVIDENCE IN AN EEO COMPLAINT THAT ____ FILED WITH WAPA AGAINST (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) FOR DISCRIMINATORY REMARKS AROUND 6 MONTHS AGO. (b)(6),(b)(7)(C) ADVISED THE EEO COMPLAINT WAS STILL BEING REVIEWED BY WAPA MANAGEMENT. ____ (b)(6),(b)(7)(C) ADVISED THAT (b)(6),(b)(7)(C) EXPRESSED TO WAPA MANAGEMENT THAT ____ (b)(6),(b)(7)(C) WAS CONCERNED FOR THE SAFETY OF ____ (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) SINCE ____ FILED THE EEO (b)(6),(b)(7)(C) COMPLAINT AGAINST (b)(6),(b)(7)(C) STATED THAT ____ ADVISED TO WAPA (b)(6),(b)(7)(C) MANAGEMENT THAT ____ RECORDED (b)(6),(b)(7)(C) CONVERSATIONS THAT ____ BELIEVES IDENTIFY (b)(6),(b)(7)(C) THREATS BEING MADE AGAINST (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C) INITIALLY PROVIDED THE RECORDED CONVERSATIONS TO WAPA (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

INVESTIGATIVE ACTIVITY:

ALLEGATION 1: ELECTRONIC EAVESDROPPING

ON 30-NOV-11, THE OIG REVIEWED THE RECORDED CONVERSATIONS PROVIDED TO WAPA BY (b)(6),(b)(7)(C) WITH (b)(6),(b)(7)(C) A REVIEW OF THE RECORDING INDICATED THAT (b)(6),(b)(7)(C) COMPLETED THE RECORDING BASED ON A PREAMBLE TO THE RECORDINGS. IN THE PREAMBLE (b)(6),(b)(7)(C) IDENTIFIED (b)(6),(b)(7)(C) AND IDENTIFIED WHO DIALOGUE WAS BEING RECORDED. BASED ON A REVIEW OF THE RECORDINGS, NO APPARENT THREATS WERE IDENTIFIED.

ON 30-NOV-11, THE OIG CONTACTED INVESTIGATOR (b)(6),(b)(7)(C) OF THE MOFFAT COUNTY DISTRICT ATTORNEY'S (MCDA) OFFICE

REGARDING THE INITIAL FACTS OF THE CASE. INVESTIGATOR [REDACTED] ADVISED THAT BASED ON THE INITIAL FACTS OF THE CASE THE MCDA WOULD CONSIDER STATE PROSECUTION AGAINST [REDACTED] FOR ILLEGALLY RECORDING CONVERSATIONS. (b)(6),(b)(7)(C)

ON 05-DEC-11, THE OIG INTERVIEWED [REDACTED] AT [REDACTED] OFFICE LOCATED AT 12155 WEST ALAMEDA PARKWAY, LAKEWOOD, CO 80228. [REDACTED] PROVIDED THE OIG WITH THE DIGITAL RECORDERS THAT CONTAINED DIGITAL AUDIO RECORDINGS THAT WERE PROVIDED BY [REDACTED] TO WAPA MANAGEMENT. [REDACTED] ALSO PROVIDED THE LETTERS THAT WERE SUBMITTED WITH THE RECORDERS TO WAPA MANAGEMENT BY [REDACTED] THE DIGITAL RECORDERS AND LETTERS WERE COLLECTED AS EVIDENCE ITEM #1 IN THIS CASE. (b)(6),(b)(7)(C)

FROM MARCH TO JUNE 2013, SA [REDACTED] REVIEWED THE RECORDINGS PROVIDED BY WAPA AND RESEARCHED COLORADO EAVESDROPPING LAWS 18-9-304(2).

ON 31-JULY-13, SA [REDACTED] CONTACTED MOFFAT COUNTY INVESTIGATOR [REDACTED] INVESTIGATOR [REDACTED] ADVISED THE OIG THAT THE PREVIOUS DISTRICT ATTORNEY (DA) THAT [REDACTED] RAN THE CASE BY FOR PROSECUTION LOST THE LAST ELECTION AND [REDACTED] HAD TAKEN OVER AS DA. INVESTIGATOR [REDACTED] STATED THAT THE OIG WOULD HAVE TO REPRESENT THE FACTS OF THE CASE TO THE DISTRICT ATTORNEY'S OFFICE. INVESTIGATOR [REDACTED] SET-UP A MEETING FOR 6-AUG-2013 WITH ATTORNEY [REDACTED] (b)(6),(b)(7)(C)

ON 6-AUG-2013, SA [REDACTED] BRIEFED ATTORNEY [REDACTED] AND INVESTIGATOR [REDACTED] TO THE FACTS OF THE INVESTIGATION. (b)(6),(b)(7)(C)

ON 7-AUG-2013, ATTORNEY [REDACTED] CONTACTED THE OIG AND ADVISED THAT [REDACTED] OFFICE WAS NOT INTRESTED IN PROSECUTING (b)(6),(b)(7)(C)

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THE CASE.

ON 12-AUG-2013, THE OIG RETURNED THE
EVIDENCE OBTAINED FROM (b)(6),(b)(7)(C) OF
WAPA BACK TO [] FOR FINAL DISPOSITION. (b)(6),(b)(7)(C)

DISPOSITION: CASE CLOSED

Finding Summary:

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EXPRESS APPROVAL OF THE OIG

Subject

Name: (b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: CRAIG

Work State: CO

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Complainant

Name: (b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: LAKEWOOD

Work State: CO

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: CRAIG

Work State: CO

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

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User chronology entries:

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Document Number 31

13NOV2014

07-0015-1 **ANL EMPLOYEES; IN PRIVATE EQUITIES FRAUD;
ANL CHICAGO**

Complaint Summary: ON 13-JUN-07, SA [REDACTED] REC'D (b)(6),(b)(7)(C)
ALLEGATIONS FROM [REDACTED] DOE
EMPLOYEE THAT ARGONNE EMPLOYEES
MISHANDLED 6 SOLE SOURCE SUBCONTRACTS
TO METEOROLOGICAL EQUIPMENT SERVICES
AND MISHANDLED A WORK FOR OTHERS
CONTRACT WITH INFRAEGIS.

Current Status: Closed
Date Received: 14JUN2007
Date Initiated: 07SEP2007

Primary Investigator: [REDACTED]
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: Contract and Grant Fraud
Conspiracy to Defraud the Government
[None]
[Other]
Received By: DOE Contractor/Subcontractor
Complaint Source: Argonne Natl Lab
Complainant Location: Argonne Natl Lab
Allegation Location:
Recovery Act No
HQ Program Office Other
FOIA Interest No
INV Assigned Office Chicago
Priority Level 1 (Priority)
Retaliation No
Joint Agency Army CID
Offense Location Illinois
Documents:
No Data Available

Close Actions

Case Closed Date 26JUN2013

Last Invest Activity 26JUN2013

Evidence Processed Per na

Chapter 9

Grand Jury & Subpoenaed na

Material Proc Per Chp 8

Discard NCIC na

History/Printouts

Closing Notification to na

Depart Mgr (Name & Date)

Files and Folders Properly yes

Labeled

Coordination w TCS na

Regarding Electronic

Evidence

Techniques No Data Available

Admin Actions

Resigned/Retired before Adjudication 11OCT2007

Alternative Discipline (Other Discipline) 11OCT2007

Resigned/Retired before Adjudication 11OCT2007

Legal Actions

Civil Complaint 12OCT2011

Prosecutive Closure 24OCT2011

Legal Statuses

Federal-Referred 07SEP2011

Federal-Accepted 07SEP2011

Allegation #1:

Location:

Argonne Natl Lab

Summary:

PREDICATION (14-JUN-2007):

THIS INVESTIGATION WAS INITIATED ON SEPTEMBER 7, 2007, BASED ON INFORMATION RECEIVED FROM (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) U.S. DEPARTMENT OF ENERGY (DOE), ARGONNE SITE OFFICE (ASO), WHO ALLEGED THAT ARGONNE NATIONAL LABORATORY LLC (ANL) EMPLOYEES (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

WERE ABUSING CONTRACTING PRACTICES PERTAINING TO SOLE SOURCE SUBCONTRACTS, AND ALSO PARTICIPATED IN AN INVESTMENT FRAUD TOTALING \$15 MILLION.

(b)(6),(b)(7)(C)

FORWARDED INFORMATION THAT

(b)(6),(b)(7)(C)

AND OTHER

ANL SCIENTISTS WERE ENDORSING AND USING ANL'S NAME TO ATTRACT PEOPLE TO INVEST IN AN INFRAEGIS (IA) CARGO CONTAINER SECURITY MONITORING SYSTEM, DESCRIBED AS THE GLOBAL OPERATIONS AND ANALYSIS CENTER (GOMAC) BEING DEVELOPED AT ANL UNDER A WORK FOR OTHERS (WFO) CONTRACT WITH IA. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

ALSO ALLEGED THAT IMPROPERLY SOLE SOURCED SIX SUBCONTRACTS WITH A COMPANY (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

CALLED METEOROLOGICAL EQUIPMENT SERVICES (MESI). AS A RESULT, ANL OVER-PAID MESI \$529,450 FOR EQUIPMENT ALREADY PAID FOR WITH DOE FUNDS.

(b)(7)(A)

BACKGROUND:

INVESTMENT FRAUD BY INFRAEGIS (b)(6),(b)(7)(C)

IN JANUARY 2010 THE OIG RECEIVED AN ALLEGATION FROM (b)(6),(b)(7)(C) ALLEGING ANL STAFF AND MANAGEMENT CREATED A GLOBAL OPERATIONS CENTER, KNOWN AS THE GOMAC WITHIN A SECURE AREA OF ANL TO MAKE PRODUCT DEMONSTRATIONS FOR IA INVESTORS AND POTENTIAL CUSTOMERS. (b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C) WAS AN ANL (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) TOLD THE OIG THAT ANL AND IA BROUGHT INVESTORS TO ANL AND MADE PRESENTATIONS AND REPRESENTED A FICTITIOUS PARTNERSHIP BETWEEN ANL AND IA. (b)(6),(b)(7)(C) IDENTIFIED ANL EMPLOYEES (b)(6),(b)(7)(C) AS BEING INVOLVED IN THE FRAUD.

ON OCTOBER 11, 2007, ANL EMPLOYEES

(b)(6),(b)(7)(C) (b)(6),(b)(7)(C) RESIGNED AFTER AN INTERNAL INVESTIGATION OF THE IA WFO AND MESI SUBCONTRACTS BY THE LAW FIRM OF GOLDBERG AND KOHN. THE GOLDBERG REPORT ASSERTS THAT IA INVESTORS MAY HAVE BEEN MISLED BY ANL EMPLOYEES. ADDITIONALLY, AS A RESULT OF THE INTERNAL INVESTIGATION, ANL MADE NECESSARY IMPROVEMENTS TO THEIR CONFLICT OF INTEREST POLICY FOR ANL SPECIAL TERM APPOINTEES. (b)(6),(b)(7)(C) WERE ANL SPECIAL TERM APPOINTEES WHILE WORKING WITH THE IA WFO.

ON OCTOBER 4, 2011 (b)(6),(b)(7)(C) WAS INTERVIEWED BY THE OIG AND SIGNED A PROFFER AGREEMENT PROVIDED BY THE US ATTORNEY'S OFFICE, NORTHERN DISTRICT OF ILLINOIS. (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) WAS (b)(6),(b)(7)(C) AWARE IA INVESTORS WERE PRESENT DURING DEMONSTRATIONS (b)(6),(b)(7)(C) PRESENTED AT (b)(6),(b)(7)(C) WAS THE ONLY PERSON THAT KNEW HOW TO DEMONSTRATE IA'S EQUIPMENT TO INVESTORS. FURTHER, DURING

DEMONSTRATIONS (b)(6),(b)(7)(C)
WOULD INTRODUCE (b)(6),(b)(7)(C) AS AN (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) TOLD (b)(6),(b)(7)(C) COULD (b)(6),(b)(7)(C)
NOT DO THAT BUT (b)(6),(b)(7)(C) CONTINUED TO DO SO. (b)(6),(b)(7)(C)
AT THAT TIME (b)(6),(b)(7)(C) WAS A (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) WAS ALSO
A (b)(6),(b)(7)(C)
AND WAS (b)(6),(b)(7)(C) THE UNIVERSITY
OF ILLINOIS WAS NOT AFFILIATED WITH IA AND
DID NOT PROVIDE ANY WORK FOR IA. (b)(6),(b)(7)(C)
ALSO DID WORK FOR MESI, WHICH WAS
OPERATED BY (b)(6),(b)(7)(C) MESI PROVIDED
WORK FOR IA. (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) WAS (b)(6),(b)(7)(C)
NOT AN EMPLOYEE OF MESI BUT DID RECEIVE
BONUSES FROM MESI. (b)(6),(b)(7)(C) SAID THAT (b)(6),(b)(7)(C)
DID NOT ALWAYS KNOW WHO (b)(6),(b)(7)(C) WAS WORKING (b)(6),(b)(7)(C)
FOR AT THE TIME OF THE INVESTOR
DEMONSTRATIONS. (b)(6),(b)(7)(C) TRAVELED TO
MEXICO WITH IA REPRESENTATIVES ON
MULTIPLE OCCASIONS TO SET UP EQUIPMENT
FOR A POTENTIAL CUSTOMER. (b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C)
WITHOUT (b)(6),(b)(7)(C) IA HAD NO TECHNICAL EXPERTISE (b)(6),(b)(7)(C)

IN JUNE 2010 THE OIG OBTAINED 17 BOXES OF
DOCUMENTS AND EMAILS SUPPORTING ANL'S
GOLDBERG INVESTIGATION. AN ONGOING
REVIEW IDENTIFIED EMAILS INDICATING

(b)(6),(b)(7)(C) AND OTHER KEY
ANL SCIENTISTS, MAY HAVE HAD SIGNIFICANT
INVOLVEMENT IN THE IA INVESTMENT SCHEME.
MANY OF THE EMAILS BETWEEN ANL
EMPLOYEES AND IA DISCUSS PRODUCT
PRESENTATIONS CONDUCTED AT ANL TO
POTENTIAL CUSTOMERS AND INVESTORS.
THE EMAILS REFLECT FREQUENT
COMMUNICATION BETWEEN (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) DISCUSSING DEMONSTRATIONS AND
POTENTIAL BUSINESS CONTRACTS WITH
CUSTOMERS. ADDITIONALLY, THE EMAILS
INDICATE ANL EMPLOYEES TRAVELED
THROUGHOUT THE UNITED STATES AND
ABROAD TO PROMOTE IA PRODUCTS. EMAILS
REFLECT THAT WHILE (b)(6),(b)(7)(C) STILL
WORKED AT ANL (b)(6),(b)(7)(C) SENT LETTERHEAD (b)(6),(b)(7)(C)
REPORTS TO THE GOVERNMENT OF GREECE

CERTIFYING IA'S PRODUCTS.

(b)(6),(b)(7)(C) IN
JULY 2010 (b)(6),(b)(7)(C) SAID THE IA WFO ENDED IN (b)(6),(b)(7)(C)
SEPTEMBER 2004 AND THAT AFTER THAT DATE
THERE SHOULD HAVE BEEN NO MORE CONTACT
BETWEEN ANL AND IA. DURING ANOTHER
INTERVIEW WITH (b)(6),(b)(7)(C) IN AUGUST 2011,
(b)(6),(b)(7)(C) SAID THAT ONLY PHASE I OF THE WFO WITH
IA WAS AGREED. PHASE I ONLY INCLUDED THE
DESIGN PHASE OF THE WFO AND NO
CONSTRUCTION OF THE GOMAC WAS SUPPOSE
TO TAKE PLACE. FURTHER, (b)(6),(b)(7)(C) SAID THAT (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) AGREED NOT TO
RENEW THE WFO WITH IA AFTER PHASE I.
(b)(6),(b)(7)(C) NOTIFIED IA THAT THE WFO WAS
CANCELLED AFTER PHASE 1. (b)(6),(b)(7)(C) WAS
NOT AWARE OF ANY INTERACTION BETWEEN IA
AND ANL AFTER SEPTEMBER 30, 2004.

IN JULY 2010 THE OIG INTERVIEWED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) THINKS (b)(6),(b)(7)(C)
OWNED IA STOCK OR HAD A PROMISE OF
FUTURE IA STOCK WHEN (b)(6),(b)(7)(C) WAS
PUTTING ON IA PRODUCT DEMONSTRATIONS TO
POTENTIAL INVESTORS AT ANL (b)(6),(b)(7)(C)
SAID THE PRESENTATIONS WERE MOCK-UP
DEMONSTRATIONS FOR INVESTORS. (b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) WAS PRESENT AT VARIOUS IA
SHAREHOLDER MEETINGS. ADDITIONALLY (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) TOLD (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) NOT TO COME TO IA BUSINESS
MEETINGS AFTER (b)(6),(b)(7)(C) TOLD (b)(6),(b)(7)(C) THE (b)(6),(b)(7)(C)
INFORMATION (b)(6),(b)(7)(C) WAS GIVING TO
INVESTORS WAS NOT TRUE.

(b)(7)(A)

GOVERNMENT, THE CITY OF CHICAGO, AND
WASHINGTON METRO TRANSPORT AUTHORITY.

THE STATE OF ILLINOIS SECURITIES
DEPARTMENT ISSUED A CONSENT ORDER
(STIPULATION) ADMINISTRATIVE SETTLEMENT
WITH IA (b)(6),(b)(7)(C) INVOLVING TWO SEPARATE
CASES OF SECURITY SALES FRAUD IN OTHER
STATES AND A FAILURE TO DISCLOSE TO THE
STATE OF ILLINOIS. (b)(6),(b)(7)(C) SIGNED THE
STIPULATION AGREEING WITH THE FACTS AS
STATED IN THE STATE'S ADMINISTRATIVE CASE.
(b)(6),(b)(7)(C) ALSO AGREED TO OFFER AND RE-PURCHASE
10 MILLION IN STOCK PURCHASE AMOUNTS.

THE STIPULATION COVERED (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) IA, INTELAGENTS, CITY MAIN STREETS
TECHNOLOGIES GROUP, INC., AND NEXTWEB
TECHNOLOGIES, INC. THE STATE LEVIED A
\$50,000 FINE AND ENDED ITS CASE.

(b)(6),(b)(7)(A),(b)(7)(C)

ON JANUARY 4, 2012, THE OIG WAS NOTIFIED BY

(b)(6),(b)(7)(C)
ARGONNE, THAT (b)(6),(b)(7)(C) ON
DECEMBER 31ST, 2011, AS A RESULT OF A
(b)(6),(b)(7)(C) ACCORDING TO THE
CHAMPAIGN IL COUNTY CORONER, (b)(6),(b)(7)(C)

HAD AN EXTENSIVE MEDICAL HISTORY PRIOR TO

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(A),(b)(7)(C)

ON OCTOBER 19, 2012, THIS CASE WAS TRANSFERRED TO SA (b)(6),(b)(7)(C)

ON NOVEMBER 1, 2012, SA (b)(6),(b)(7)(C) RECEIVED THE CASE FILE AND ATTACHMENTS AND BEGAN THE FILE REVIEW.

SUBCONTRACT FRAUD BY MESI:

IN 2003 (b)(6),(b)(7)(C) FILED A COMPLAINT WITH DOE ALLEGING THAT (b)(6),(b)(7)(C) AND (b)(6),(b)(7)(C) WERE MAKING SOLE SOURCE AWARDS TO MESI (b)(6),(b)(7)(C) AS A RESULT, DOE ISSUED A LETTER IN 2004 TO ANL DIRECTING THAT ALL SOLE SOURCE CONTRACTS ISSUED TO MESI BE REVIEWED BY ANL GENERAL COUNSEL AND THAT DOE RECEIVE QUARTERLY REPORTS ON ANY MESI CONTRACTS. SUBSEQUENTLY, ANL ISSUED A NEW SUBCONTRACT TO MESI WITHOUT ANL GENERAL COUNSEL REVIEW.

(b)(6),(b)(7)(C) TOLD THE OIG THAT (b)(6),(b)(7)(C) PURCHASED THE PARTS IN 1999 TO ASSEMBLE 50 AEROSOL PHOTOMETERS AND PROVIDED DOCUMENTS SHOWING MESI SOLD THOSE SAME AEROSOL PHOTOMETERS TO ANL IN 2002. THE OIG ALSO INTERVIEWED (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) WHO PROVIDED DOCUMENTS SHOWING (b)(6),(b)(7)(C) ORDERED EQUIPMENT ON BEHALF OF ANL FOR (b)(6),(b)(7)(C) COMPANY (MESI). THE ORDERS WERE APPROVED BY (b)(6),(b)(7)(C)

ON FEBRUARY 7, 2011, THE OIG WAS NOTIFIED BY THE UNITED STATES ATTORNEY'S OFFICE, NORTHERN DISTRICT OF ILLINOIS AND DETERMINED THE CRIMINAL STATUTE OF

LIMITATION HAD EXPIRED AND DECLINED
PROSECUTION AGAINST MESI.

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

IN REGARDS TO
THE ALLEGED SUBCONTRACT FRAUD BY MESI.

LEGAL COORDINATION:

(b)(7)(A)

(b)(6),(b)(7)(A),(b)(7)(C)

ON SEPTEMBER 7, 2011, THE USAO ACCEPTED
THE CASE FOR CIVIL PROSECUTIVE ACTION.

ON OCTOBER 24, 2011, AFTER COORDINATION
AND REVIEW OF THE EVIDENCE TO DATE, THE
USAO PROTECTIVELY CLOSED THE CIVIL
ASPECT OF THE CASE.

COORDINATION IN FEB AND APRIL 2013, WITH
AUSA (b)(6),(b)(7)(C) AND AUSA (b)(6),(b)(7)(C)
REVEALED THAT THE ORIGINAL FOCUS OF THIS
CASE HAS SHIFTED AWAY FROM THE DOE AND
TOWARDS RECENT ACTIVITY OF THE CURRENT
TARGETS. AUSA (b)(6),(b)(7)(C) FURTHER
RELATED THAT NO REMEDY PERTAINING TO

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DOE WAS BEING CONSIDERED. BASED ON THE
LACK OF ANY PROSECUTORIAL ACTION OR
ADDITIONAL ADMINISTRATIVE REMIDIES IN THIS
MATTER, FURTHER EXPENDUTURE OF
INVESTIGATIVE RESOURCES IS NO LONGER
WARRANTED.

DISPOSITION: CLOSED

Finding Summary:

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EXPRESS APPROVAL OF THE OIG

Subject

Name: UNIVERSITY OF CHICAGO
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status:
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: CHICAGO
Work State: IL
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: CITY MAIN STREETS
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: CHICAGO
Work State: IL
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
Work
Address 2:
Work City: CHICAGO
Work State: IL
Work Zip
Code:
Country:
Work:
Mobile:
DOB:
Org.:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
Work
Address 2:
Work City: ARGONNE
Work State: IL
Work Zip
Code:
Country:
Work:
Mobile:
DOB:
Org.:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: MESI
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
Work Address 2:
Work City: CHICAGO
Work State: IL
Work Zip Code:
Country:
Work:
Mobile:
DOB:
Org.:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
Work Address 2:
Work City: ARGONNE
Work State: IL
Work Zip Code:
Country:
Work:
Mobile:
DOB:
Org.:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: CHAMPAIGN
Work State: IL
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:
Work:
Mobile:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: ARGONNE
Work State: IL
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:
Work:
Mobile:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: ARGONNE
Work State: IL
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: CHICAGO
Work State: IL
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)

AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
Work Address 2:
Work City: ARGONNE
Work State: IL
Work Zip Code:
Country:
Work:
Mobile:

DOB:
Org.:

Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
Work Address 2:
Work City: ARGONNE
Work State: IL
Work Zip Code:
Country:
Work:
Mobile:

DOB:
Org.:

Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:

Bargaining Unit Employee:	No
Victim: No	
Employment Status:	DOE Contractor/Subcontractor
Waive Confidentiality:	N/A
	Work
	Address:
DOB:	Work
	Address 2:
Org.:	Work City: ARGONNE
	Work State: IL
	Work Zip
	Code:
Pay Band: [Unknown]	Country:
Location: [Other]	Work:
Home:	Mobile:
Other:	
Office Info:	

Witness

Name:	(b)(6),(b)(7)(C)
AKA:	
Bargaining Unit Employee:	No
Victim: No	
Employment Status:	Other
Waive Confidentiality:	N/A
	Work
	Address:
DOB:	Work
	Address 2:
Org.:	Work City: ORLAND PARK
	Work State: IL
	Work Zip
	Code:
Pay Band: [Unknown]	Country:
Location: [Other]	Work:
Home:	Mobile:
Other:	
Office Info:	

Witness

Name:	(b)(6),(b)(7)(C)
AKA:	
Bargaining Unit Employee:	No

Victim:	No	Other
Employment Status:		N/A
Waive Confidentiality:		Work
		Address:
DOB:		Work
		Address 2:
Org.:		Work City: ARLINGTON HEIGHTS
		Work State: IL
		Work Zip
		Code:
Pay Band:	[Unknown]	Country:
Location:	[Other]	Work:
Home:		Mobile:
Other:		
Office Info:		

Witness

Name:	(b)(6),(b)(7)(C)	
AKA:		
Bargaining Unit Employee:		No
Victim:	No	Other
Employment Status:		N/A
Waive Confidentiality:		Work
		Address:
DOB:		Work
		Address 2:
Org.:		Work City: CHICAGO
		Work State: IL
		Work Zip
		Code:
Pay Band:	[Unknown]	Country:
Location:	[Other]	Work:
Home:		Mobile:
Other:		
Office Info:		

Witness

Name:	(b)(6),(b)(7)(C)	
AKA:		
Bargaining Unit Employee:		No
Victim:	No	

Employment Status:
Waive Confidentiality:

DOE Contractor/Subcontractor
N/A

DOB:

Work

Address:

Work

Address 2:

Org.:

Work City: ARGONNE

Work State: IL

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name: INTELAGENTS

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

Other

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: CHICAGO

Work State: IL

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:	N/A
	Work
	Address:
DOB:	Work
	Address 2:
Org.:	Work City: CHAMPAIGN
	Work State: IL
	Work Zip
	Code:
Pay Band: [Unknown]	Country:
Location: [Other]	Work:
Home:	Mobile:
Other:	
Office Info:	

Witness

Name:	(b)(6),(b)(7)(C)
AKA:	
Bargaining Unit Employee:	No
Victim: No	
Employment Status:	DOE Contractor/Subcontractor
Waive Confidentiality:	N/A
	Work
	Address:
DOB:	Work
	Address 2:
Org.:	Work City: ARGONNE
	Work State: IL
	Work Zip
	Code:
Pay Band: [Unknown]	Country:
Location: [Other]	Work:
Home:	Mobile:
Other:	
Office Info:	

Witness

Name:	INFRAEGIS
AKA:	
Bargaining Unit Employee:	No
Victim: No	
Employment Status:	Other
Waive Confidentiality:	N/A

DOB:

Org.:

Pay Band: [Unknown]

Location: [Other]

Home:

Other:

Office Info:

Witness

Name:

AKA:

Bargaining Unit Employee:

Victim: No

Employment Status:

Waive Confidentiality:

DOB:

Org.:

Pay Band: [Unknown]

Location: [Other]

Home:

Other:

Office Info:

Witness

Name: PROTECTUS

AKA:

Bargaining Unit Employee:

Victim: No

Employment Status:

Waive Confidentiality:

Work

Address:

Work

Address 2:

Work City: CHICAGO

Work State: IL

Work Zip

Code:

Country:

Work:

Mobile:

No

Other

N/A

Work

Address:

Work

Address 2:

Work City: CHICAGO

Work State: IL

Work Zip

Code:

Country:

Work:

Mobile:

No

DOE Contractor/Subcontractor

N/A

Work

DOB:

Org.:

Pay Band: [Unknown]

Location: [Other]

Home:

Other:

Office Info:

Witness

Name: UNIVERSITY OF ILLINOIS

AKA:

Bargaining Unit Employee: No

Victim: No

Employment Status: Other

Waive Confidentiality: N/A

DOB:

Org.:

Pay Band: [Unknown]

Location: [Other]

Home:

Other:

Office Info:

Victim

Name: (b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee: No

Victim: No

Employment Status: Other

Waive Confidentiality: N/A

Address:

Work

Address 2:

Work City: CHAMPAIGN

Work State: IL

Work Zip

Code:

Country:

Work:

Mobile:

Work

Address:

Work

Address 2:

Work City: CHAMPAIGN

Work State: IL

Work Zip

Code:

Country:

Work:

Mobile:

Work

Address:

DOB:		Work	
Org.:		Address 2:	
		Work City:	OHATCHEE
		Work State:	AL
		Work Zip	
		Code:	
Pay Band:	[Unknown]	Country:	
Location:	[Other]	Work:	
Home:		Mobile:	
Other:			
Office Info:			

Victim

Name:	(b)(6),(b)(7)(C)
AKA:	
Bargaining Unit Employee:	No
Victim:	No
Employment Status:	Other
Waive Confidentiality:	N/A

DOB:		Work	
Org.:		Address:	
		Work	
		Address 2:	
		Work City:	FULDA
		Work State:	MN
		Work Zip	
		Code:	
Pay Band:	[Unknown]	Country:	
Location:	[Other]	Work:	
Home:		Mobile:	
Other:			
Office Info:			

Victim

Name:	(b)(6),(b)(7)(C)
AKA:	
Bargaining Unit Employee:	No
Victim:	No
Employment Status:	Other
Waive Confidentiality:	N/A

DOB:		Work	
		Address:	
		Work	

Org.:	Address 2:
	Work City: CHICAGO
	Work State: IL
	Work Zip
	Code:
Pay Band: [Unknown]	Country:
Location: [Other]	Work:
Home:	Mobile:
Other:	
Office Info:	

Victim

Name:	(b)(6),(b)(7)(C)
AKA:	
Bargaining Unit Employee:	No
Victim:	No
Employment Status:	Other
Waive Confidentiality:	N/A
	Work
	Address:
DOB:	Work
	Address 2:
Org.:	Work City: CHATTANOOGA
	Work State: TN
	Work Zip
	Code:
Pay Band: [Unknown]	Country:
Location: [Other]	Work:
Home:	Mobile:
Other:	
Office Info:	

Victim

Name:	(b)(6),(b)(7)(C)
AKA:	
Bargaining Unit Employee:	No
Victim:	No
Employment Status:	Other
Waive Confidentiality:	N/A
	Work
	Address:
DOB:	Work
	Address 2:

Org.:	Work City: CARBONDALE
	Work State: KS
	Work Zip
	Code:
Pay Band: [Unknown]	Country:
Location: [Other]	Work:
Home:	Mobile:
Other:	
Office Info:	

Victim

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee:
Victim: No
Employment Status:
Waive Confidentiality:

No

Other

N/A

Work

Address:

Work

Address 2:

DOB:

Org.:

Work City: ORLAND PARK

Work State: IL

Work Zip

Code:

Country:

Work:

Mobile:

Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Victim

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee:
Victim: No
Employment Status:
Waive Confidentiality:

No

Other

N/A

Work

Address:

Work

Address 2:

DOB:

Org.:

Work City: ST. LOUIS

	Work State: MO
	Work Zip
	Code:
Pay Band: [Unknown]	Country:
Location: [Other]	Work:
Home:	Mobile:
Other:	
Office Info:	
Victim	
Name:	(b)(6).(b)(7)(C)
AKA:	
Bargaining Unit Employee:	阁 瘡
Victim: No	
Employment Status:	Other
Waive Confidentiality:	N/A
	Work
	Address:
DOB:	Work
	Address 2:
Org.:	Work City: BURR RIDGE
	Work State: IL
	Work Zip
	Code:
Pay Band: [Unknown]	Country:
Location: [Other]	Work:
Home:	Mobile:
Other:	
Office Info:	

Document Number 32

14NOV2014

13-0397-C (b)(6),(b)(7)(C) **CHILD SOLICITATION; LANL**
Complaint Summary: ON 23-MAY-2013, THE DEPARTMENT OIG WAS NOTIFIED BY (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) LANL, THAT LANL EMPLOYEE (b)(6),(b)(7)(C) WAS ARRESTED FOR CHILD SOLICITATION AND CRIMINAL SEXUAL CONTACT OF A MINOR.

Current Status: Closed; No Action (ZZ)
Date Received: 23MAY2013
Date Initiated: 28MAY2013

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: Other
OTHER: NON-DOE (HOTLINE USE ONLY)
[None]
[Other]
Received By:
Complaint Source: DOE Contractor/Subcontractor
Complainant Location: Los Alamos National Laboratory
Allegation Location: Los Alamos National Laboratory
Retaliation: No
Priority: Level 3 (Routine)
Offense Location: New Mexico
FOIA Interest: No
INV Assigned Office: Albuquerque
Recovery Act: No
Referred To OIG Website: N/A
HQ Program Office: Other
Documents:
No Data Available

**Close Actions
Techniques**

No Data Available

Allegation #1:

Location:

Summary:

Los Alamos National Laboratory

ON 23-MAY-2013 THE OIG WAS INFORMED THAT

LOS ALAMOS NATIONAL LABORATORY (LANL)

EMPLOYEE (b)(6),(b)(7)(C) HAD BEEN

ARRESTED AT (b)(6),(b)(7)(C) RESIDENCE IN (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)

NEW MEXICO BY HOMELAND SECURITY

INVESTIGATIONS (HSI) FOR CHILD SOLICITATION

AND CRIMINAL SEXUAL CONTACT OF A MINOR.

IN AN EMAIL TO THE OIG (b)(6),(b)(7)(C)

PROVIDED A LANL PERSONNEL SECURITY

INFORMATION REPORT ALONG WITH AN ARTICLE

REGARDING THE ARREST.

ON 23-MAY-2013 SA (b)(6),(b)(7)(C) CONTACTED HSI

SA (b)(6),(b)(7)(C) WHO IS LEADING THE

INVESTIGATION OF (b)(6),(b)(7)(C) FOR HSI.

ACCORDING TO SA (b)(6),(b)(7)(C) THERE IS NO (b)(6),(b)(7)(C)

INDICATION AT THIS TIME THAT (b)(6),(b)(7)(C)

UTILIZED (b)(6),(b)(7)(C) WORK COMPUTER TO COMMIT THE

ACTS (b)(6),(b)(7)(C) IS BEING ACCUSED OF. SA (b)(6),(b)(7)(C)

STATED AT THIS TIME IT APPEARS ALL ACTIVITY

BY (b)(6),(b)(7)(C) WAS CONDUCTED FROM (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)

RESIDENCE AND FROM (b)(6),(b)(7)(C) PERSONAL

COMPUTER. SA (b)(6),(b)(7)(C) STATED HSI IS

CURRENTLY REVIEWING THE MATERIAL ON (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) PERSONAL COMPUTER, BUT THERE

IS NO INDICATION AT THIS TIME OF CHILD

PORNOGRAPHY. SA (b)(6),(b)(7)(C) STATED THAT IF

LANL REVIEWS (b)(6),(b)(7)(C) WORK

COMPUTER IN NORMAL COURSE OF BUSINESS,

LANL IS FREE TO DO SO AT THIS TIME. SA

(b)(6),(b)(7)(C) REQUESTED THAT IF LANL DOES

REVIEW (b)(6),(b)(7)(C) WORK COMPUTER AND

CRIMINAL ACTIVITY IS FOUND IN REGARDS TO

THE CURRENT CHARGES, HSI BE CONTACTED

IMMEDIATELY.

ON 23-MAY-2013 SA (b)(6),(b)(7)(C) CONTACTED (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) SA (b)(6),(b)(7)(C) STATED THAT (b)(6),(b)(7)(C) HAD

SPOKEN WITH HSI AND THERE IS NO INDICATION

AT THIS TIME THAT (b)(6),(b)(7)(C) WAS UTILIZING

(b)(6),(b)(7)(C) WORK COMPUTER IN FURTHERANCE OF THE

(b)(6),(b)(7)(C)

CRIMES [REDACTED] IS ACCUSED OF. [REDACTED] STATED
LANS HAD SECURED [REDACTED] WORK AREA
AND HAD REMOTELY IMAGED [REDACTED] WORK [REDACTED] (b)(6),(b)(7)(C)
COMPUTER. [REDACTED] STATED LANS HAS NOT [REDACTED] (b)(6),(b)(7)(C)
REVIEWED THE IMAGE AND DOES NOT KNOW IF
LANS WILL [REDACTED] STATED LANS DID NOT
WANT TO INTERFERE WITH THE ON-GOING
INVESTIGATION. SA [REDACTED] STATED LANS
COULD PROCEED AS THE DEEM APPROPRIATE.
SA [REDACTED] REQUESTED THAT IF ANY
SIGNIFICANT INFORMATION SHOULD BE FOUND
TO CONTACT THE DEPARTMENT OIG
IMMEDIATELY.

Finding Summary:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: (b)(6),(b)(7)(C)
Work State: NM
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: LOS ALAMOS
Work State: NM
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

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EXPRESS APPROVAL OF THE OIG

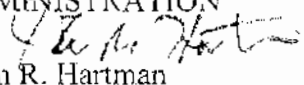
User chronology entries:

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Document Number 33

January 20, 2012

MEMORANDUM FOR THE ADMINISTRATOR, NATIONAL NUCLEAR SECURITY
ADMINISTRATION

FROM: 
John R. Hartman
Deputy Inspector General for Investigations

SUBJECT: Abuse of Authority and Hostile Work Environment at the Pantex
Plant (OIG File No. 112RS024) *12-0202-C*

This memorandum serves to advise you of an anonymous complaint received by the U.S. Department of Energy's (Department) Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter to your office for appropriate action. The OIG would appreciate a written reply within 30 calendar days of your office's receipt of this memorandum. We will review your office's response, including any additional facts you develop, to determine if further OIG action is warranted.

The details of the complaint as reported to the OIG are as follows:

Multiple factors have contributed to a hostile work environment within Zone 12-121 at the Pantex Plant. Specifically, Metal Trades Council (MTC) employees are expected to adhere to "Zero Tolerance" rules and Zone 12-121 managerial personnel are not held to the same standards. MTC employees are also reassigned or have their employment terminated for upsetting the Department or Section Managers.

An inquiry into these concerns was performed by Babcock & Wilcox Pantex (B&W Pantex) during the period September-November 1, 2011, but no corrective action has been taken to date. Further, not all MTC employees were interviewed during the internal inquiry. Also, "The wrong people had their bars pulled during this inquiry...and some employees have still not been reinstated." As an example, one individual who worked for B&W Pantex for 36 years had his employment terminated while working for Zone 12-121. Another individual who worked for B&W Pantex for 26 years recently committed suicide while working in Zone 12-121. Prior employees of Zone 12-121 have also "bid-out" due to problems with managerial officials.

A more detailed listing of the concerns associated with the managerial practices in Zone 12-121 is attached to this memorandum.

OFFICIAL USE ONLY

Attachment
OIG Referral No. 112RS024

Examples of Abuse of Authority and Hostile Work Environment at the Pantex Plant

1. Supervisory Misconduct and Retaliatory Practices

- Verbal abuse documented on psychology interviews and during one-on-one meetings with Metal Trades Council (MTC) employees.
- No union representatives present during one-on-one meetings with MTC employees.
- Human Reliability Program (HRP) statutes are being pulled and/or reinstated without proper work instructions being followed.
- Fit for Duty evaluations are not being completed.
- Technicians are being threatened to keep all concerns and issues within Zone 12-121.
- MTC employees are being forced into work areas and positions without their consent or without being properly trained.

2. Less Than Adequate Managerial Responsibilities

- Technicians are being forced to operate equipment that is not safe or in proper working order.
- Budget issues are used as an excuse to re-assign MTC employees.
- HRP medical assessments and/or psychological evaluations may not be performed if a job task analysis/description has not been provided as stated in Document MNL-293131, Page 83, Note 2.

3. Violations of B&W Pantex/MTC Contract and the American Disabilities Act

- Medical limitations were ignored for MTC employees.
- Placement of employees with permanent medical limitations and restrictions were not followed.

4. Disregard for Employee Safety

- Inaccurate vacuum pressure on two saws which managerial officials refused to shut down. MTC employees were compelled to report the incident to the Plant Manager because the immediate supervisor, Section Manager, Department Manager and Division Manager ignored employee concerns.

5. Multiple Medical Restrictions Violations

- MTC employees are being allowed to work in areas that do not encompass their work restrictions. Examples include MTC employees working with full arm casts and exceeding push/pull/lift limitations set forth by medical staff.
- MTC employees' permanent restrictions are not being adhered to by managerial officials.
- MTC employees' were not further accommodated when assigned assistance personnel were on leave.

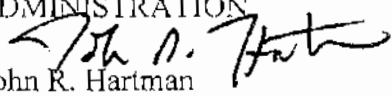
Attachment
OIG Referral No. 112RS024

Examples of Abuse of Authority and Hostile Work Environment at the Pantex Plant

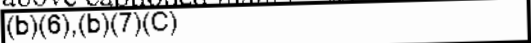
6. Constant Shuffling of MTC employees in Applied Technology
 - Since June/July 2011 (approximate), seven MTC employees were reassigned or had their employment terminated.
 - One of the MTC employees was removed from Zone 12-121 after 15 years of excellent performance based on statements made during a 6 hour interview during B&W Pantex's internal inquiry for the period September to November 2011.
7. Less Than Adequate Training
 - Signing off on qualification sheets when the MTC employee has not received training from a qualified trainer.
 - New hires being trained and placed on graveyard shifts while still on probation in violation of the MTC contract.
 - Pieces of high explosives being placed in the wrong waste containers due to inadequate training of new hires.

March 2, 2012

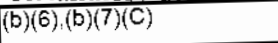
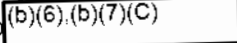
MEMORANDUM FOR THE ADMINISTRATOR, NATIONAL NUCLEAR SECURITY
ADMINISTRATION

FROM: John R. Hartman 
Deputy Inspector General for Investigations

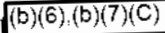

SUBJECT: Supplemental Information: Abuse of Authority and Hostile Work
Environment at the Pantex Plant (OIG File No. I12RS024) -12-0202-C

This memorandum serves as a follow-up to our January 20, 2012, referral to your office on the above captioned matter. We received supplemental documentation to this complaint via  Babcock & Wilcox (B&W) Pantex. Upon our review, we determined that the supplemental documentation warranted coordination with your office and as a result, we are referring these matters to your office to incorporate into our previous referral. The Office of Inspector General (OIG) would appreciate that this information be included in the written reply of the initial referral referenced above. We will review your office's response, including any additional facts you develop, to determine if further OIG action is warranted.

The initial OIG referral addressed concerns that multiple factors contributed to a hostile work environment with Zone 12-121. The details of the complaint as reported to the OIG are as follows:

Retaliatory practices and a hostile work environment may have led to the suicide of  former Pantex Inspector. Although an inquiry into  suicide was conducted, the results of the inquiry were not released, and to date issues with management have not been addressed.

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Please contact  or at  should you have questions regarding this matter.

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Please contact (b)(6).(b)(7)(C)

(b)(6).(b)(7)(C)

or at

should you have questions regarding this matter.

Attachment

14NOV2014

12-0202-C B&W PANTEX; QUESTIONABLE MANAGEMENT PRACTICES

Complaint Summary: ON 11/28/11, THE HOTLINE RECEIVED AN ANONYMOUS LETTER FORWARDING 12 CONCERNS INVOLVING B&W PANTEX'S MANAGEMENT PRACTICES.

Current Status: Closed; Referred to DOE for Action/Response (RS)/Response Received
Date Received: 28NOV2011
Date Initiated: 03JAN2012

Primary Investigator:

(b)(6).(b)(7)(C)

Other Investigators:

Type: [Other]

Subject Type: [Other]

Special Flags:

Category: NAP

[None]

[None]

Received By: [Other]

Complaint Source: Unknown

Complainant Location: [Other]

Allegation Location: [Other]

Priority Level 3 (Routine)

INV Assigned Office Other

Offense Location Texas

Recovery Act No

Referred To OIG Website N/A

Retaliation No

HQ Program Office Other

FOIA Interest Yes

Documents:

No Data Available

Allegation #1:

Location:

[Other]

Summary:

PREDICATION: ON 11/28/11, THE HOTLINE RECEIVED AN UNDATED LETTER FROM ANONYMOUS METAL TRADES COUNCIL (MTC) EMPLOYEES IN 12-121, ZONE 11, 12-31, & 12-17 WHO REPORTED 12 CONCERNS INVOLVING B&W PANTEX MANAGEMENT RELATING TO MTC EMPLOYEES IN ZONE 12-121, 12-31, 12-17 & ZONE 11, APPLIED TECHNOLOGY.

THE COMPLAINANTS REPORTED "THIS LETTER IS BEING PREPARED TO RAISE CONCERNS FOR MTC EMPLOYEES AND THEIR FAMILIES ON HOW ZONE 12-121 MANAGEMENT IS CONDUCTING DAY TO DAY OPERATIONS." THE COMPLAINANT PROVIDED THE FOLLOWING "FACTS ADDRESSING EACH CONCERN":

THE DETAILS OF THE COMPLAINT AS REPORTED TO THE OIG HOTLINE ARE AS FOLLOWS:

MULTIPLE FACTORS HAVE CONTRIBUTED TO A HOSTILE WORK ENVIRONMENT WITHIN ZONE 12-121 AT THE PANTEX PLANT. SPECIFICALLY, METAL TRADES COUNCIL (MTC) EMPLOYEES ARE EXPECTED TO ADHERE TO ?ZERO TOLERANCE? RULES AND ZONE 12-121 MANAGERIAL PERSONNEL ARE NOT HELD TO THE SAME STANDARDS. MTC EMPLOYEES ARE ALSO REASSIGNED OR HAVE THEIR EMPLOYMENT TERMINATED FOR UPSETTING THE DEPARTMENT OR SECTION MANAGERS.

AN INQUIRY INTO THESE CONCERNS WAS PERFORMED BY BABCOCK & WILCOX PANTEX (B&W PANTEX) DURING THE PERIOD SEPTEMBER-NOVEMBER 1, 2011, BUT NO CORRECTIVE ACTION HAS BEEN TAKEN TO DATE. FURTHER, NOT ALL MTC EMPLOYEES WERE INTERVIEWED DURING THE INTERNAL INQUIRY. ALSO, ?THE WRONG PEOPLE HAD THEIR BARS PULLED DURING THIS INQUIRY?AND

SOME EMPLOYEES HAVE STILL NOT BEEN REINSTATED.? AS AN EXAMPLE, ONE INDIVIDUAL WHO WORKED FOR B&W PANTEX FOR 36 YEARS HAD HIS EMPLOYMENT TERMINATED WHILE WORKING FOR ZONE 12-121. ANOTHER INDIVIDUAL WHO WORKED FOR B&W PANTEX FOR 26 YEARS RECENTLY COMMITTED SUICIDE WHILE WORKING IN ZONE 12-121. PRIOR EMPLOYEES OF ZONE 12-121 HAVE ALSO ?BID-OUT? DUE TO PROBLEMS WITH MANAGERIAL OFFICIALS.

DISPOSITION: ON 14-DEC-2011, THE CCC DECIDED TO REFER THIS MATTER TO NA-1 FOR ACTION/RESPONSE (RS). AS OF 14-AUG-2012, NA'S DIRECTOR, INTERNAL CONTROLS ADVISED THE HOTLINE THAT NNSA HAS REQUESTED A CORRECTIVE ACTION PLAN FROM THE CONTRACTOR TO ADDRESS THE ASPECTS OF THE ALLEGATIONS THAT WERE SUBSTANTIATED. THE RESPONSE FROM THE CONTRACTOR IS DUE ON OR ABOUT 17-AUG-2012.

RESULTS:
THE NATIONAL NUCLEAR SECURITY ADMINISTRATION RESPONDED TO AN OIG REFERRAL CONFIRMING ALLEGATIONS THAT OF QUESTIONABLE MANAGEMENT PRACTICES AT NNSA'S PANTEX FACILITY IN AMARILLO, TX. SPECIFICALLY, B&W PANTEX (B&W), THE DEPARTMENT'S MANAGEMENT AND OPERATING CONTRACTOR AT THE PANTEX FACILITY CONDUCTED AN INTERNAL REVIEW INTO MULTIPLE ALLEGATIONS SITED IN AN OIG COMPLAINT. DURING THEIR REVIEW THEY CONFIRMED THE FOLLOWING ALLEGATIONS, AND TOOK THE LISTED STEPS TO RESOLVE EACH ALLEGATION:

? SUPERVISORS WERE CONDUCTING WORK IN VIOLATION OF B&W'S AGREEMENT WITH THE METAL TRADE COMMISSION. THE DIVISION MANGER COMMUNICATED THE REQUIREMENT AND EXPECTATION TO ALL DEPARTMENT MANAGERS, FOLLOWED BY AN EMAIL CONVEYING THE SAME INFORMATION TO THE

EXPLOSIVE TECHNOLOGY DEPARTMENT
MANAGERS.

? A LACK OF DUAL VERIFICATION FOR ALL MACHINING PROCESS. DURING THE REVIEW B&W FOUND THAT APPROXIMATELY 8% OF THE DOCUMENTS DID NOT CONTAIN THE DUAL VERIFICATION SIGNATURES. B&W ENSURED UPDATED DUAL VERIFICATION TRAINING FOR MANUFACTURING, AND PROVIDED EMAIL COMMUNICATIONS ON THREE OCCASIONS TO INFORM SECTION MANAGERS OF THE DUAL VERIFICATION REQUIREMENTS.

? A LACK OF APPROPRIATE ACCOMMODATIONS FOR EMPLOYEES WITH MEDICAL RESTRICTIONS. B&W CHANGED THE MEDICAL RESTRICTION PROCESS TO REQUIRE SUPERVISORS TO DISCUSS MEDICAL RESTRICTIONS AND REQUIRING SIGNATURES BY BOTH EMPLOYEE AND SUPERVISOR. A REMINDER EMAIL WAS SENT TO DEPARTMENT MANAGERS AND SUPERVISORS.

? THERE WAS INADEQUATE TRAINING ON EXPLOSIVE WASTE DISPOSAL. AN EMPLOYEE WAS UNSURE HOW TO LABEL A CONTAINER OF WASTE, SO HE LABELED IT AT THE HIGHEST WASTE CLASSIFICATION. WASTE OPERATIONS CAUGHT THE MISTAKE AND NOTIFIED HIS SUPERVISOR. B&W PROVIDED LABELING WASTE CAN TRAINING.

? THERE WERE SCHEDULING PRESSURES AND INADEQUACIES THAT DID NOT ALLOW FOR EQUIPMENT FAILURES, SET-UP TIME, FACILITY CAPACITIES, AND OTHER DOWNTIME. B&W REQUIRES THAT DEPARTMENTS EXECUTE WORK USING A COMPREHENSIVE INTEGRATED PRODUCTION SCHEDULE, AND THAT EACH DEPARTMENT DISCUSSES WORK PLANNING EACH MORNING DURING THE DEPARTMENT MEETING.

IN ADDITION, B&W DEVELOPED A SAFETY CULTURE PLAN WITH THE OBJECTIVE OF POSITIVELY REINFORCING SAFETY BEHAVIORS THAT ARE CONSISTENT WITH THE INSTITUTE OF NUCLEAR POWER OPERATORS PRINCIPLES FOR A STRONG NUCLEAR SAFETY CULTURE.

Subject

Name: B&W PANTEX

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: AMARILLO

Work State: TX

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Document Number 34

13NOV2014

11-0018-(b)(6),(b)(7)(C) **CONFLICT OF INTEREST;
ALBUQUERQUE COMPLEX**
Complaint ON 09-AUG-2011 THE OIG RECEIVED
Summary: INFORMATION FROM (b)(6),(b)(7)(C) OFFICE OF
GENERAL COUNSEL, ALLEGING (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) ALBUQUERQUE
COMPLEX, ACTED AS A REPRESENTATIVE OF SW
NATIVE CONSULTANTS AND NEGOTIATED A
CONTRACT WITH DOD.

Current Status: Closed
Date Received: 10AUG2011
Date Initiated: 12AUG2011

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:

Type: [Other]

Subject Type: [Other]

Special Flags:

Category: Contract and Grant Fraud

Conflict of Interest

[None]

[Other]

Received By:

Complaint Source: DOE Employee

Complainant Location: National Nuclear Security Administration

Allegation Location: National Nuclear Security Administration

HQ Program Office: HQ, National Nuclear Security Admin (NNSA)

FOIA Interest: No

INV Assigned Office: Albuquerque

Recovery Act: No

Retaliation: No

Offense Location: New Mexico

Priority: Level 3 (Routine)

Documents:

No Data Available

Close Actions

Case Closed Date 22OCT2013

Last Invest Activity

Evidence Processed Per

Chapter 9

Grand Jury & Subpoenaed

Material Proc Per Chp 8

Discard NCIC

History/Printouts

Closing Notification to

Depart Mgr (Name & Date)

Files and Folders Properly

Labeled

Coordination w TCS

Regarding Electronic

Evidence

Techniques No Data Available

Allegation #1:

Location:

National Nuclear Security Administration

Summary:

PREDICATION:

ON 09-AUG-2011 THE OIG RECEIVED INFORMATION FROM (b)(6),(b)(7)(C) OFFICE OF GENERAL COUNSEL, ALLEGING (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) ALBUQUERQUE COMPLEX, ACTED AS A REPRESENTATIVE OF SW NATIVE CONSULTANTS AND NEGOTIATED A CONTRACT WITH DOD.

CASE ASSIGNMENT:

PREDICATION DATE: 10-AUG-2011

OPEN CASE AND ASSIGNMENT DATE:

12-AUG-2011 (b)(6),(b)(7)(C)

BACKGROUND:

ON 09-AUG-2011, (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

RECEIVED AN EMAIL FROM

(b)(6),(b)(7)(C)

(IDENTIFIED ABOVE).

(b)(6),(b)(7)(C)

PROVIDED THE OIG WITH AN EMAIL STRING ON AN ALLEGATION CONCERNING A DEPARTMENT OF ENERGY (DOE), NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA)

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

— WAS ALLEGED TO HAVE NEGOTIATED A CONTRACT ON BEHALF OF SOUTHWEST NATIVE CONSULTANTS, LLC (SWNC) AND THE DEPARTMENT OF DEFENSE (DOD). (b)(6),(b)(7)(C) WAS CONTACTED BY (b)(6),(b)(7)(C) CONTRACT AND PATENT LAW DIVISION OF DOD.

(b)(6),(b)(7)(C)

INFORMED (b)(6),(b)(7)(C)

THAT

DURING THE WEEK OF 01-AUG-2011 (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

DOD, AIR FORCE

RESEARCH LABORATORY (AFRL), NEGOTIATED A CONTRACT WITH SWNC. A COMPANY ALLEGED TO BE OWNED BY (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

HAD INFORMED

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

— THAT

— WAS ON LEAVE STATUS FROM

(b)(6),(b)(7)(C)

DOE IN ORDER TO REPRESENT THE COMPANY IN NEGOTIATIONS WITH AFRL.

INVESTIGATIVE ACTIVITY:

ON 10-AUG-2011, SPECIAL AGENT (SA)

(b)(6), (b)(7)(C) CONTACTED (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) STATED (b)(6), (b)(7)(C) DID NOT (b)(6), (b)(7)(C)
HAVE FIRST-HAND KNOWLEDGE OF THE (b)(6), (b)(7)(C)
NEGOTIATIONS BETWEEN (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) SAID, (b)(6), (b)(7)(C) AND OTHER DOD (b)(6), (b)(7)(C)
OFFICIALS MET TO DISCUSS THE CONCERN (b)(6), (b)(7)(C)
THEY HAD WITH (b)(6), (b)(7)(C) ALLEGED (b)(6), (b)(7)(C)
EMPLOYMENT FOR SWNC. AS A RESULT OF (b)(6), (b)(7)(C)
THE MEETING (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
CONTRACTING DIVISION, DOD WAS TO 1) (b)(6), (b)(7)(C)
CONTACT SWNC AND OBTAIN INFORMATION (b)(6), (b)(7)(C)
CONCERNING (b)(6), (b)(7)(C) AFFILIATION WITH THE (b)(6), (b)(7)(C)
COMPANY AND 2) CONTACT (b)(6), (b)(7)(C) AND (b)(6), (b)(7)(C)
SUGGEST THAT (b)(6), (b)(7)(C) CONTACT DOE ETHICS. (b)(6), (b)(7)(C)

ON 10-AUG-2011, SA (b)(6), (b)(7)(C) CONTACTED (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) WHO STATED (b)(6), (b)(7)(C) IS REQUIRED (b)(6), (b)(7)(C)
TO COMPLETE AN OGE 450. PER THE EMAIL (b)(6), (b)(7)(C)
STRING PROVIDED BY (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
HAD COMPLETED AN OGE 450 AND LISTED (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) EMPLOYMENT WITH SWNC. (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) DID NOT LIST (b)(6), (b)(7)(C) EMPLOYED WITH (b)(6), (b)(7)(C)
SWNC. (b)(6), (b)(7)(C)

ON 19-AUG, 2011, OIG INTERVIEWED (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) AFRL, DOD (b)(6), (b)(7)(C) STATED ON (b)(6), (b)(7)(C)
02-AUG-2011, AT APPROXIMATELY 2:00 PM, (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) HAD A TELECONFERENCE WITH (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) AN AFRL EMPLOYEE, (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) FROM SOUTHERN AEROSPACE (b)(6), (b)(7)(C)
CORPORATION (SAC) AND (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
STATED THAT (b)(6), (b)(7)(C) IDENTIFIED (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
ON THE PHONE AND TOLD (b)(6), (b)(7)(C) THAT (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) WAS ON THE TELECONFERENCE AS WELL. (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) STATED (b)(6), (b)(7)(C) TOLD (b)(6), (b)(7)(C) THAT (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
WAS UNACCEPTABLE AND THAT (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
COULD NOT BE ON THE CALL. (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
STATED THAT (b)(6), (b)(7)(C) DID NOT WORK FOR DOD AND (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) WAS ON LEAVE AND WAS THERE TO ASSIST (b)(6), (b)(7)(C)

(b)(6),(b)(7)(C) STATED THIS WAS NOT ACCEPTABLE AND THAT (b)(6),(b)(7)(C) WAS A FEDERAL EMPLOYEE AND WAS ATTEMPTING TO NEGOTIATE WITH DOD AND PERSONALLY BENEFIT AND THEREFORE COULD NOT PARTICIPATE AND (b)(6),(b)(7)(C) ACQUIESCED.

ON 23-AUG. 2011, OIG INTERVIEWED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) DOD. (b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C) WAS FIRST INTRODUCED TO (b)(6),(b)(7)(C) DURING AN INFORMATIONAL MEETING WITH (b)(6),(b)(7)(C) ON 9-JUN-2011. (b)(6),(b)(7)(C) STATED (b)(6),(b)(7)(C) MET WITH (b)(6),(b)(7)(C) AT SWNC'S LOCATION AND WAS INTRODUCED AS (b)(6),(b)(7)(C) AND WAS PRESENT FOR THE ENTIRE MEETING. (b)(6),(b)(7)(C) PROVIDED AN EMAIL DATED 23-JUN-2011, FROM (b)(7)(C) IN RESPONSE TO (b)(6),(b)(7)(C) CONCERN OF (b)(6),(b)(7)(C) USE OF (b)(6),(b)(7)(C) GOVERNMENT EMAIL USED ON BEHALF OF SWNC. (b)(6),(b)(7)(C) RESPONDS FROM (b)(6),(b)(7)(C) DEPARTMENT EMAIL: (b)(6),(b)(7)(C) STATING (b)(6),(b)(7)(C) YOU ARE ABSOLUTELY CORRECT. THERE HAS BEEN SOME CORRESPONDENCE SENT IN ERROR. MY PERSONAL E-MAIL (b)(6),(b)(7)(C) IS WHAT SHOULD BE USED. (b)(6),(b)(7)(C) HAS NOTIFIED OTHERS AS WELL. THANK YOU!"

ON 12-SEP-2011 (b)(6),(b)(7)(C) INFORMED SA (b)(6),(b)(7)(C) OFFICE DETERMINED A CONFLICT OF INTEREST WAS NONEXISTENT AND (b)(6),(b)(7)(C) OFFICE WOULD BE AWARDING A CONTRACT TO (b)(6),(b)(7)(C) OF SWNC. (b)(6),(b)(7)(C) PROVIDED THE OIG WITH (b)(6),(b)(7)(C) RESPONSE TO AFRL AS TO (b)(6),(b)(7)(C) AFFILIATION WITH SWNC. (b)(6),(b)(7)(C) ADDRESSED A LETTER TO (b)(6),(b)(7)(C) STATING "AS CLEARLY STATED IN MY ARTICLES OF INCORPORATION AND OPERATING AGREEMENTS (b)(6),(b)(7)(C) IS NOT NOW, NOR HAS (b)(6),(b)(7)(C) EVER BEEN, INVOLVED IN ANY WAY WITH THE OPERATION, OWNERSHIP OR DECISION MAKING PROCESS OF SOUTHWEST NATIVE CONSULTANTS, LLC." THE DOCUMENT FURTHER STATES: "THE EXTENT OF

(b)(6),(b)(7)(C) INVOLVEMENT WITH SWNC, LLC IS
SOLELY AS (b)(6),(b)(7)(C) AND CONFIDANT." (b)(6),(b)(7)(C)

ON 19-SEP-2011, THE OIG REVIEWED THE
CENTRAL CONTRACTOR REGISTRATION
WEBSITE AND CONDUCTED A SEARCH FOR
SWNC. SWNC, DUN NUMBER: 623993644, WAS
IDENTIFIED AS OWNED AND OPERATED BY

(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) A REVIEW OF SWNC'S INFORMATION
DISCLOSED (b)(6),(b)(7)(C) WAS LISTED AS AN
ALTERNATE BUSINESS POC OF SWNC, LLC FOR
OVER A YEAR, MAY 2010 THROUGH AUGUST
2011. ON AUGUST 25, 2011 (b)(6),(b)(7)(C) WAS
REMOVED AS GOVERNMENT BUSINESS
ALTERNATE POC AND AS AN ELECTRONIC
BUSINESS ALTERNATE POC.

ON-13-JAN-2013, THE OIG REVIEWED (b)(6),(b)(7)(C)
WORK EMAILS AND FOUND THAT (b)(6),(b)(7)(C)
RECEIVED AND SENT CORRESPONDENCE
DURING A SIX-MONTH TIME PERIOD FROM/TO
(b)(6),(b)(7)(C) DURING THIS
TIMEFRAME (b)(6),(b)(7)(C) WAS INCLUDED WITHIN
EMAIL CORRESPONDENCE BETWEEN (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) AND AFFILIATES OF
SWNC. EMAIL CORRESPONDENCE FROM (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) AND ADDRESSED TO AFFILIATES OF
SWNC OR ADDRESSED TO DOD WAS NOT
IDENTIFIED.

ON 30-JAN-2013 THE OIG INTERVIEWED,
(b)(6),(b)(7)(C) DOE GENERAL
COUNSEL. THE OIG PROVIDED AN EMAIL
ADDRESSED TO (b)(6),(b)(7)(C) FROM (b)(6),(b)(7)(C)
STATING "I UNDERSTAND YOU ARE THE
(b)(6),(b)(7)(C) REGARDING ETHICS ISSUES. I
TALKED TO MY BOSS (b)(6),(b)(7)(C) AND WE AGREE
I SHOULD MAKE ARRANGEMENTS TO TALK TO
YOU. WILL YOU BE AVAILABLE THURSDAY
SOMETIME?" THE EMAIL IS DATED OCTOBER 12,
2011. (b)(6),(b)(7)(C) REPLIES TO THE EMAIL ON
OCTOBER 13, 2011, STATING "I WILL BE IN MY
OFFICE FROM 1 - 3:30." (b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C)
COULD NOT RECALL WHETHER (b)(6),(b)(7)(C) SPOKE WITH (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) OR NOT. (b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C)
REMEMBERED TALKING WITH (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) BOSS, REGARDING AN EMPLOYEE OF (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) WHOSE (b)(6),(b)(7)(C) WAS TRYING TO GET A
CONTRACT WITH THE DOD. ACCORDING TO (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) COULD NOT REMEMBER ANY RED
FLAGS WITH THE SCENARIO (b)(6),(b)(7)(C)
PRESENTED AND ADVISED (b)(6),(b)(7)(C) DID
NOT SEE A CONFLICT OF INTEREST.
ACCORDING TO (b)(6),(b)(7)(C) DID NOT HAVE
ANYTHING ON RECORD DURING THIS
TIMEFRAME AS (b)(6),(b)(7)(C) HAD FALLEN BEHIND ON (b)(6),(b)(7)(C)
WRITING MEMORANDUMS OF FILE FOR THESE
TYPES OF DISCUSSIONS, WHICH IS A BEST
PRACTICE WITHIN (b)(6),(b)(7)(C) OFFICE. (b)(6),(b)(7)(C)

ON 31-JAN-2013 AND ON 15-MAR-2013, THE OIG
INTERVIEWED (b)(6),(b)(7)(C)
GENERAL COUNSEL. SA (b)(6),(b)(7)(C) DIRECTED (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) TO OGE 450, PART III AND ASKED (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) TO EXPLAIN THE DEFINITION OF A
REPRESENTATIVE AND A CONSULTANT.
ACCORDING TO (b)(6),(b)(7)(C) A REPRESENTATIVE
IS AN INDIVIDUAL THAT HANDLES
GOVERNMENTAL RELATIONS. THE INDIVIDUAL
HAS REPRESENTATIONAL TYPE DUTIES SUCH AS
AN ACCOUNTANT THAT REPRESENTS THE
COMPANY AND WILL COORDINATE WITH THE
IRS. ACCORDING TO (b)(6),(b)(7)(C) A
CONSULTANT IS PROVIDING THE COMPANY
WITH ADVISEMENT SERVICES BASED UPON A
CONTRACT WITH THE COMPANY. (b)(6),(b)(7)(C)
EXPLAINED (b)(6),(b)(7)(C) WOULD NOT BE
CONSIDERED EITHER A REPRESENTATIVE OR A
CONSULTANT BECAUSE THE INDIVIDUAL (b)(6),(b)(7)(C) S (b)(6),(b)(7)(C)
HELPING IS (b)(6),(b)(7)(C) AND A
CONTRACT WOULD HAVE TO EXIST BETWEEN
(b)(6),(b)(7)(C) COMPANY
DEMONSTRATING (b)(6),(b)(7)(C) WAS PROVIDING (b)(6),(b)(7)(C)
CONSULTING SERVICES. ACCORDING TO (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) DID NOT BELIEVE (b)(6),(b)(7)(C)
SHOULD HAVE IDENTIFIED OUTSIDE
EMPLOYMENT WITHIN (b)(6),(b)(7)(C) CONFIDENTIAL (b)(6),(b)(7)(C)
FINANCIAL DISCLOSURE REPORT, PART III, AS
(b)(6),(b)(7)(C) DID NOT MEET THE CRITERIA AND (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

_____ WAS ACTING ON (b)(6),(b)(7)(C) BEHALF WHICH IS NOT AN ISSUE.

(b)(6),(b)(7)(C) STATED AT A MINIMUM, (b)(6),(b)(7)(C) SHOULD HAVE DISCLOSED (b)(6),(b)(7)(C) BUSINESS IN OGE 450 PART I (WHICH _____ DID), (b)(6),(b)(7)(C) ACCORDING TO (b)(6),(b)(7)(C) AN ISSUE COULD EXIST WITH (b)(6),(b)(7)(C) USE OF _____ (b)(6),(b)(7)(C) GOVERNMENT COMPUTER FOR PERSONNEL USE WITH RESPECT TO DOE ORDER 203.1, WHICH IDENTIFIES INAPPROPRIATE USES OF GOVERNMENT RESOURCES. (b)(6),(b)(7)(C) REFERRED THE OIG TO (b)(6),(b)(7)(C) REGARDING ACTIONS THAT WOULD BE TAKEN AGAINST EMPLOYEES THAT INAPPROPRIATELY USE GOVERNMENT RESOURCES.

ON 15-MAR-2013, THE OIG INTERVIEWED, (b)(6),(b)(7)(C) GENERAL COUNSEL. WHEN ASKED WHAT TYPE OF ACTION GENERAL COUNSEL WOULD TAKE IF THE CASE WAS COORDINATED WITH DOE GENERAL COUNSEL FOR ACTION (b)(6),(b)(7)(C) STATED GENERAL COUNSEL DOES NOT DEAL DIRECTLY WITH THE EMPLOYEE AND THE MATTER WOULD BE HANDLED BY THE EMPLOYEE'S FIRST LEVEL SUPERVISOR. THE FIRST LEVEL SUPERVISOR WILL THEN COORDINATE WITH GENERAL COUNSEL AND MANAGEMENT TO DETERMINE THE ACTION TO BE TAKEN. (b)(6),(b)(7)(C) SAID MANY FACTORS ARE CONSIDERED SUCH AS A FIRST TIME OFFENSE, WHETHER THE EMPLOYEE WAS NOTIFIED OF THE INAPPROPRIATE BEHAVIOR BEFORE AND THE AMOUNT THE EMPLOYEE SPENT INAPPROPRIATELY USING GOVERNMENT RESOURCES. IN THIS INSTANCE, (b)(6),(b)(7)(C) STATED BECAUSE THIS IS THE FIRST OFFENSE (b)(6),(b)(7)(C) WOULD EITHER RECEIVE A COUNSELING MEMO OR A FORMAL REPRIMAND. A COUNSELING MEMO, WHICH IS WRITTEN BY THE FIRST LINE SUPERVISOR WILL NOT BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE, BUT SERVES AS NOTICE THAT MANAGEMENT IS AWARE OF THE BEHAVIOR THAT NEEDS TO BE CORRECTED.

ON 15-MAR-2013, THE OIG INTERVIEWED

(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) DOE. ACCORDING TO (b)(6),(b)(7)(C)
WAS AWARE OF THE SITUATION AND HAD
ADDRESSED THE ISSUE WITH (b)(6),(b)(7)(C) ON
OCTOBER 12, 2011. PRIOR TO SPEAKING WITH
(b)(6),(b)(7)(C) REACHED OUT TO (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) TO SEEK ADVICE ON THE MATTER.
ACCORDING TO (b)(6),(b)(7)(C)
ADVISED (b)(6),(b)(7)(C) THAT (b)(6),(b)(7)(C) DID NOT SEE AN
ISSUE WITH THE SITUATION. (b)(6),(b)(7)(C)
ADVISED (b)(6),(b)(7)(C) TO FIND OUT THE SPECIFICS
FROM (b)(6),(b)(7)(C) AND ADVISE (b)(6),(b)(7)(C) TO
SPEAK WITH (b)(6),(b)(7)(C) REGARDING THE
ISSUE. ACCORDING TO (b)(6),(b)(7)(C)
CONFRONTED (b)(6),(b)(7)(C) INFORMING (b)(6),(b)(7)(C)
WAS NOTIFIED (b)(6),(b)(7)(C) ATTENDED A NEGOTIATION (b)(6),(b)(7)(C)
WITH AFRL WHERE THE AF CO HAD EXCLUDED
(b)(6),(b)(7)(C) FROM THE MEETING. (b)(6),(b)(7)(C)
INFORMED (b)(6),(b)(7)(C) THE INCIDENT WAS A
MISUNDERSTANDING AND AF LEGAL COUNSEL
LOOKED INTO THE ISSUE AND DECIDED IT WAS
NOT AN ISSUE. (b)(6),(b)(7)(C) THEN ADVISED (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) TO SPEAK WITH (b)(6),(b)(7)(C) DOE
GENERAL COUNSEL, WHICH (b)(6),(b)(7)(C) DID. AS A
RESULT (b)(6),(b)(7)(C) INFORMED (b)(6),(b)(7)(C) THAT
(b)(6),(b)(7)(C) HAD SPOKEN WITH (b)(6),(b)(7)(C) WHO
ADVISED (b)(6),(b)(7)(C) A PROBLEM DID NOT EXIST
REGARDING (b)(6),(b)(7)(C) SITUATION. (b)(6),(b)(7)(C)

INVESTIGATIVE RESULTS:
NONE

PLANNED ACTIVITY:
NONE.

CASE DISPOSITION:
CASE CLOSED

Finding Summary:

Evidence #1: REQUEST FOR EMAIL AND NETWORK FOLDER FOR (b)(6),(b)(7)(C)

Log Number: T13TS019

Date Obtained:

Date Disposed:

Disposition ON JANUARY 17, 2013, SA (b)(6),(b)(7)(C) REQUESTED TCS

Notes: ASSISTANCE IN GATHERING THE EMAIL DATA AND NETWORK
FOLDER FOR (b)(6),(b)(7)(C)

ON JANUARY 22, 2013, SA (b)(6),(b)(7)(C) RECEIVED THE EMAIL AND
NETWORK FOLDER DATA ON A CD. THE CD WAS SHIPPED TO
SA (b)(6),(b)(7)(C) ON JANUARY 22, 2013. THE PROCESS FOR
ACQUIRING THE ENCRYPTION KEYS FOR (b)(6),(b)(7)(C) EMAIL
WERE ALSO PROVIDED TO SA (b)(6),(b)(7)(C)

SUPPORT REQUEST CLOSED.

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: PLACITAS
Work State: NM
Work Zip
Code:
Country:
Work:
Mobile:

Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: ALBUQUERQUE
Work State: NM
Work Zip
Code:
Country:
Work:
Mobile:

Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: ALBUQUERQUE
Work State: NM
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Work:
Home:
Mobile:
Other:
Office Info:

Witness

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other Federal Government Employee
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City: ALBUQUERQUE
Work State: NM
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Work:
Home:
Mobile:
Other:
Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

Work

DOB:

Address 2:

Org.:

Work City: WASHINGTON

Work State: DC

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Org.:

Address 2:

Work City: ALBUQUERQUE

Work State: NM

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

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User chronology entries:

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Document Number 35

14NOV2014

13-0405-C (b)(6),(b)(7)(C) **BOMBARDMENT OF
ELECTROMAGNETIC CHARGES; NJ**

(b)(6),(b)(7)(C)

**Complaint
Summary:**

(b)(6),(b)(7)(C) TELEPHONICALLY ALLEGED THAT
 IS BEING BOMBARDED WITH
ELECTROMAGNETIC CHARGES FROM DIRECT
ENERGY WEAPONS 24 HOURS A DAY RESULTING
IN MEDICAL CONDITIONS. DOES NOT KNOW (b)(6),(b)(7)(C)
WHERE THE WEAPONS AND WHAT AGENCY IS
INVOLVED.

Current Status: Closed; No Action (ZZ)
Date Received: 23JUL2013
Date Initiated: 23JUL2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type:

[Other]

Subject Type:

[Other]

Special Flags:

Category:

Health and Safety
EHS - Health Aspects
[None]

Received By:

[Other]

Complaint Source:

General Public

Complainant Location:

Not Applicable

Allegation Location:

Not Applicable

FOIA Interest

No

Retaliation

No

Offense Location

New Jersey

Priority

Level 3 (Routine)

Referred To OIG Website

N/A

INV Assigned Office

Albuquerque

HQ Program Office

Other

Recovery Act

No

Documents:

No Data Available

**Close Actions
Techniques**

No Data Available

Allegation #1:

Location:

Summary:

Not Applicable

ON 23-JUL-2013, A (b)(6),(b)(7)(C) LEFT A VOICE MAIL ON SPECIAL AGENT (SA) (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) OFFICE PHONE ASKING THAT (b)(6),(b)(7)(C)

PLEASE CALL (b)(6),(b)(7)(C) BACK AND PROVIDED THE (b)(6),(b)(7)(C)

NUMBER ABOVE. ON 23-JUL-2013, AT

APPROXIMATELY 12:50MDT, SA (b)(6),(b)(7)(C)

CALLED THE ABOVE NUMBER, WHICH WAS

ANSWERED BY (b)(6),(b)(7)(C) ASKED FOR (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) AND THE (b)(6),(b)(7)(C) IDENTIFIED (b)(6),(b)(7)(C) AS (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) SA (b)(6),(b)(7)(C) SAID THAT (b)(6),(b)(7)(C)

WAS RESPONDING TO A VOICE MAIL THAT (b)(6),(b)(7)(C)

HAD LEFT. (b)(6),(b)(7)(C) IDENTIFIED (b)(6),(b)(7)(C)

AS A SPECIAL AGENT WITH THE DEPARTMENT

OF ENERGY, OFFICE OF INSPECTOR GENERAL,

AND ASKED HOW (b)(6),(b)(7)(C) COULD HELP (b)(6),(b)(7)(C) IN (b)(6),(b)(7)(C)

RESPONSE (b)(6),(b)(7)(C) PROVIDED THE

FOLLOWING INFORMATION:

(b)(6),(b)(7)(C) IS BEING BOMBARDED WITH

"ELECTROMAGNETIC CHARGES" TWENTY FOUR

HOURS A DAY FROM "DIRECT ENERGY

WEAPONS." (b)(6),(b)(7)(C) IS NOT MENTALLY PSYCHOTIC. (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) IS BEING EXPERIMENTED UPON. (b)(6),(b)(7)(C) WANTS (b)(6),(b)(7)(C)

TO GET AN INVESTIGATION "GOING." (b)(6),(b)(7)(C) DOES (b)(6),(b)(7)(C)

NOT KNOW FROM WHERE OR WHOM IS

DIRECTING THE "ELECTROMAGNETIC CHARGES,"

BUT IT MAY ALSO INVOLVE THE "RUSSIAN

MAFIA." (b)(6),(b)(7)(C) HAS SPOKEN TO THE FEDERAL

BUREAU OF INVESTIGATIONS (FBI) IN NEW (b)(6),(b)(7)(C)

JERSEY ABOUT (b)(6),(b)(7)(C) BELIEF AND CONCERNS. (b)(6),(b)(7)(C)

THE FBI REFERRED (b)(6),(b)(7)(C) TO THE LOCAL NEW (b)(6),(b)(7)(C)

JERSEY POLICE. (b)(6),(b)(7)(C) THEN WENT TO THE (b)(6),(b)(7)(C)

"LOCAL NEW JERSEY POLICE," AND AFTER (b)(6),(b)(7)(C)

SPOKE TO THEM, THEY REFUSED TO TAKE A

REPORT (b)(6),(b)(7)(C) HAS BEEN THREATENED BY THE

STATE OF NEW JERSEY AND THE RUSSIAN

MAFIA SO (b)(6),(b)(7)(C) HAD TO LEAVE NEW JERSEY, BUT (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) IS NOW BACK IN NEW JERSEY.

SA (b)(6),(b)(7)(C) EXPLAINED THAT (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)

JURISDICTION RELATES TO DEPARTMENT OF

ENERGY PROGRAMS AND MONIES. BASED UPON THE INFORMATION [REDACTED] CAN PROVIDE, SA (b)(6),(b)(7)(C) [REDACTED] TOLD (b)(6),(b)(7)(C) [REDACTED] THAT THE TERM "DIRECT ENERGY WEAPONS" IS NOT ONE [REDACTED] (b)(6),(b)(7)(C) [REDACTED] RECOGNIZES. FURTHER, THIS ISSUE DOES NOT APPEAR TO BE WITHIN [REDACTED] JURISDICTION SINCE (b)(6),(b)(7)(C) [REDACTED] DOES NOT KNOW WHAT BUILDING, WHAT TOWN, OR WHAT GOVERNMENT AGENCY, IF THERE IS AN INVOLVED GOVERNMENT AGENCY, IS DIRECTING THE ELECTROMAGNETIC CHARGES. (b)(6),(b)(7)(C) [REDACTED] SAID IT PROBABLY IS THE "DOD" OR "ANOTHER INITIAL AGENCY." SA (b)(6),(b)(7)(C) [REDACTED] SAID THAT IF [REDACTED] IS BEING (b)(6),(b)(7)(C) [REDACTED] EXPERIMENTED UPON BY A GOVERNMENT AGENCY, THAT IT IS LIKELY A NATIONAL SECURITY ISSUE. AS SUCH, THE FBI HAS PRIMARY JURISDICTION OVER NATIONAL SECURITY ISSUES. SA (b)(6),(b)(7)(C) [REDACTED] SUGGESTED THAT HE RECONTACT THE LOCAL FBI OFFICE RELATING TO [REDACTED] ALLEGATIONS. (b)(6),(b)(7)(C) [REDACTED]

(b)(6),(b)(7)(C) [REDACTED] SAID THAT [REDACTED] HAS MEDICAL (b)(6),(b)(7)(C) [REDACTED] ISSUES DUE TO THE ELECTROMAGNETIC CHARGES AND ASKED HOW CAN [REDACTED] FILE A (b)(6),(b)(7)(C) [REDACTED] CLAIM WITH THE GOVERNMENT TO PAY FOR [REDACTED] (b)(6),(b)(7)(C) [REDACTED] MEDICAL ISSUES. SA (b)(6),(b)(7)(C) [REDACTED] SAID THAT (b)(6),(b)(7)(C) [REDACTED] DID NOT KNOW BUT [REDACTED] FIRST STEP (b)(6),(b)(7)(C) [REDACTED] SHOULD BE TO DISCUSS THIS WITH [REDACTED] (b)(6),(b)(7)(C) [REDACTED] PRIMARY CARE PROVIDER. IF A ROOT CAUSE CAN BE DETERMINED FOR [REDACTED] MEDICAL ISSUES (b)(6),(b)(7)(C) [REDACTED] AND [REDACTED] PROVIDER BELIEVES IT SHOULD BE COORDINATING WITH OTHER ENTITIES, TO INCLUDE THE GOVERNMENT, TO SHARE IN MEDICAL EXPENSES [REDACTED] PRIMARY CARE (b)(6),(b)(7)(C) [REDACTED] PROVIDER SHOULD DISCUSS THAT WITH [REDACTED] (b)(6),(b)(7)(C) [REDACTED] AND THE PATH FORWARD.

(b)(6),(b)(7)(C) [REDACTED] ASKED WHAT OTHER OPTIONS (b) [REDACTED] HAS TO "GET ATTORNEYS INVOLVED." SA (b)(6),(b)(7)(C) [REDACTED] SAID THAT (b)(6) [REDACTED] DID NOT KNOW. HOWEVER, IF (b) [REDACTED] BELIEVES THAT THE GOVERNMENT IS EXPERIMENTING ON (b)(6),(b)(7)(C) [REDACTED] MIGHT WANT TO CONDUCT AN INTERNET/ GOOGLE SEARCH FOR "QUI TAM ATTORNEYS." THERE ARE LAW FIRMS THAT WORK WITH

(b)(6),(b)(7)(C) INDIVIDUALS THAT MIGHT TAKE [REDACTED] CASE, (b)(6),(b)(7)(C)
INITIALLY FREE OF CHARGE, IF THEY BELIEVE
(b)(6),(b)(7)(C) [REDACTED] ALLEGATIONS HAVE MERIT.

LASTLY (b)(6),(b)(7)(C) [REDACTED] ASKED WHO WERE
EXPERTS IN THE "ELECTROMAGNETIC" FIELD.
SA (b)(6),(b)(7)(C) [REDACTED] SAID THAT [REDACTED] DID NOT KNOW (b)(6),(b)(7)(C)
AND SUGGESTED [REDACTED] MIGHT ALSO WANT TO (b)(6),(b)(7)(C)
CONDUCT AN INTERNET/GOOGLE SEARCH ON
THIS TOPIC AS WELL.

(b)(6),(b)(7)(C) [REDACTED] THANKED SA (b)(6),(b)(7)(C) [REDACTED] FOR [REDACTED] (b)(6),(b)(7)(C)
TIME AND THE CALL ENDED.

Finding Summary: THIS MATTER IS BEING ZZ'D.

Complainant

Name:	(b)(6),(b)(7)(C)	
AKA:		
Bargaining Unit Employee:	No	
Victim:	No	
Employment Status:	Other	
Waive Confidentiality:	N/A	
	Work	
	Address:	
DOB:	Work	
	Address 2:	
Org.:	Work City:	
	Work State:	NJ
	Work Zip	
	Code:	
Pay Band:	[Unknown]	
Location:	[Other]	
Home:		
Other:		
Office Info:		
	Country:	
	Work:	
	Mobile:	

Document Number 36

14NOV2014

**13-0193-C CONCERNS REGARDING FERC'S RELEASE OF
INFORMATION UNDER FOIA**

Complaint Summary: ON 31-JUL-2013, THE HOTLINE RECIEVED AN
EMAIL AND FAX FROM (b)(6),(b)(7)(C)
ATTORNEY, RAISED CONCERNS REGARDING
THE FEDERAL ENERGY REGULATORY (FERC)
COMMITTEES POLICIES ON HANDLING
CONFIDENTIAL INFORMATION.

Current Status: Closed; Referred to DOE for Action/Response
(RS)/Response Received

Date Received: 31JUL2013

Date Initiated: 07AUG2013

Primary Investigator:

Other Investigators:

Type:

Subject Type:

Special Flags:

Category:

(b)(6),(b)(7)(C)

[Other]

[Other]

NAP

[None]

[None]

[Other]

Received By:

Complaint Source:

Complainant Location:

Allegation Location:

Priority

INV Assigned Office

Offense Location

FOIA Interest

Retaliation

Recovery Act

Referred To OIG Website

HQ Program Office

Documents:

No Data Available

General Public

Federal Energy Regulatory Commission

Federal Energy Regulatory Commission

Level 3 (Routine)

Hotline

Other

No

No

No

N/A

Other

Allegation #1:

Location:

Summary:

Federal Energy Regulatory Commission

PREDICATION: ON JULY 30, 2013, THE HOTLINE RECEIVED A FAX AND EMAIL FROM [REDACTED] (b)(6),(b)(7)(C)

[REDACTED] (b)(6),(b)(7)(C)

ADDRESSED TO SENATORS RON WYDEN AND LISA MURKOWSK, U.S. SENATE ENERGY AND NATURAL RESOURCES COMMITTEE. IN THE LETTER AND EMAIL [REDACTED] (b)(6),(b)(7)(C) RAISED CONCERNS REGARDING THE FEDERAL ENERGY REGULATORY COMMISSION'S (FERC) POLICIES ON HANDLING CONFIDENTIAL INFORMATION.

[REDACTED] (b)(6),(b)(7)(C) STATED THAT [REDACTED] (b)(6),(b)(7)(C) MADE A FREEDOM

OF INFORMATION ACT (FOIA) REQUEST TO FERC ON 17-MAY 2013 FOR A COPY OF ?THE J.P. MORGAN REPORT,? AN ALLEGED 70-PAGE REPORT CONCERNING WHOLESALE ELECTRICITY MARKET MANIPULATION BY JP MORGAN. ACCORDING TO [REDACTED] (b)(6),(b)(7)(C) FERC DENIED [REDACTED] (b)(6),(b)(7)(C) FOIA REQUEST STATING THAT FERC WOULD NOT CONFIRM OR DENY THE REPORT AND IF IT DID EXIST, FERC WOULD BE EXEMPT FROM DISCLOSURE AS A MATTER AFFECTING LAW ENFORCEMENT UNDER FOIA.

REPORTEDLY, SOMEONE AT FERC PROVIDED A COPY OF THE ?CONFIDENTIAL? REPORT TO THE NEW YORK TIMES. ACCORDING TO [REDACTED] (b)(6),(b)(7)(C)

[REDACTED] (b)(6),(b)(7)(C) THE NEW YORK TIMES RAN A DETAILED ARTICLE CONCERNING THE REPORT IN ITS MAY 3, 2013 EDITION AND WAS SUBSEQUENTLY RAN BY OTHER NEWS OUTLETS INCLUDING BLOOMBERG AND FOX NEWS.

DISPOSITION: ON 07-AUG-2013, THE CCC DECIDED TO REFER THIS MATTER TO FERC FOR ACTION/RESPONSE (RS). THE CCC WILL REVIEW THE RESPONSE.

RESULT: FERC REPLIED BY LETTER DATED 19-SEP-2013, THAT AN INQUIRY DETERMINED THAT THE INFORMATION REGARDING THE NON-PUBLIC REPORT LIKELY CAME FROM SOURCES INSIDE JP MORGAN, RATHER THAN

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FERC. AS SUCH THE MATTER WILL BE
CLOSED.

Finding Summary:

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Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City:
Work State:
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home: Work:
Other: Mobile:
Office Info:

Witness

Name: JP MORGAN CHASE
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City:
Work State:
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home: Work:
Other: Mobile:
Office Info:

Document Number 37



Department of Energy
Washington, DC 20585

September 10, 2013

Chairman Jon Wellinghoff
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: Ethical Concerns at the Federal Energy Regulatory Commission
(OIG File No. 113RS068) 13-0198-C

Dear Mr. Wellinghoff:

This memorandum serves to advise you of a complaint received by the U.S. Department of Energy's Office of Inspector General (OIG) Hotline. Upon our review, we determined that the facts and circumstances of the complaint pertain to your office's programs and operations; therefore, we are referring this matter to your office for appropriate action. The OIG would appreciate a written reply within 30 calendar days of your office's receipt of this memorandum. We will review your office's response, including any additional facts you develop, to determine if further OIG action is warranted.

The allegations in the complaint are as follows:

(b)(6),(b)(7)(C) Office of Energy Project, is a receiving a retirement pension from a private utility company that the Federal Energy Regulatory Commission (FERC) regulates. (b)(6),(b)(7)(C) reportedly worked for the company for 30 years before accepting a management position with FERC.

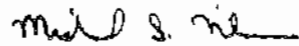
The complaint stated that this is an ethics violation according to the Office of Government Ethics and provided the following website for additional information:
<http://www.oge.gov/DisplayTemplates/ModelSub.aspx?id=2147483942>

This memorandum, including any attachments and information contained therein, is the property of the Office of Inspector General and is for OFFICIAL USE ONLY. The original and any copies of the memorandum must be appropriately controlled and maintained. Disclosure to unauthorized persons without prior Office of Inspector General written approval is strictly prohibited and may subject the disclosing party to liability. Unauthorized persons may include, but are not limited to, individuals referenced in the memorandum, contractors, and individuals outside the Department of Energy. Public disclosure is determined by the Freedom of Information Act (Title 5, U.S.C., Section 552) and the Privacy Act (Title 5, U.S.C., Section 552a).

OFFICIAL USE ONLY

Please contact (b)(6),(b)(7)(C) or
(b)(6),(b)(7)(C) should you have questions regarding this matter.

Sincerely,



Michael S. Milner
Assistant Inspector General
for Investigations
Office of Inspector General

14NOV2014

13-0198-C ETHICAL CONCERNS AT FERC (b)(6),(b)(7)(C)

**Complaint
Summary:**

ON 22-AUG-2013, THE HOTLINE RECEIVED AN
ANONYMOUS ONE-PAGE EMAIL REGARDING
CONCERNS THAT THAT (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) IN THE OFFICE OF ENERGY
PROJECTS, PERVIOUSLY WORKED FOR PRIVATE
UTILITY COMPANY IN WHICH FERC REGULATED.

Current Status:

Closed; Referred to DOE for Action/Response
(RS)/Response Received

Date Received:

22AUG2013

Date Initiated:

05SEP2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type:

[Other]

Subject Type:

[Other]

Special Flags:

Category:

NAP

[None]

[None]

Received By:

[Other]

Complaint Source:

Unknown

Complainant Location:

Federal Energy Regulatory Commission

Allegation Location:

Federal Energy Regulatory Commission

INV Assigned Office

Hotline

Referred To OIG Website

N/A

Offense Location

Other

HQ Program Office

Other

Retaliation

No

FOIA Interest

No

Recovery Act

No

Priority

Level 3 (Routine)

Documents:

No Data Available

Allegation #1:

Location:

Summary:

Federal Energy Regulatory Commission

PREDICATION: ON 22-AUG-2013, THE HOTLINE RECEIVED AN ANONYMOUS ONE-PAGE EMAIL REGARDING CONCERNS THAT (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) THE OFFICE OF ENERGY PROJECTS, (D2SI) COMPLETED A 30 YEAR CAREER IN A PRIVATE UTILITY COMPANY THAT FERC REGULATES BEFORE WORKING FOR FERC. FURTHER (b)(6),(b)(7)(C) IS ACTIVELY RECEIVING PENSION FROM THE COMPANY.

DISPOSITION: ON 29-AUG-2013, THE CCC DECIDED TO REFER (RS) THIS MATTER TO FERC

ON 01-OCT-13 THE GENERAL COUNSEL FOR FERC RESPONDED TO THE ABOVE REFERRAL IN A LETTER TO (b)(6),(b)(7)(C) THE LETTER STATES THAT NO IMPROPRIETIES WERE FOUND

REGARDING (b)(6),(b)(7)(C) AND PENSION FROM PG&E. SPECIFICALLY (b)(6),(b)(7)(C) DOES

RECEIVE A PENSION FROM PG&E AND REPORTED THIS FINANCIAL INTEREST IN (b)(6),(b)(7)(C)

FEBRUARY 7, 2013 FINANCIAL DISCLOSURE FORM 450. AFTER REPORTING THE FINANCIAL INTEREST (b)(6),(b)(7)(C) WAS ASKED TO RECUSE

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) FROM ALL MATTERS RELATED TO PG&E

AND ITS AFFILIATES. THERE IS NO EVIDENCE TO SHOW THAT (b)(6),(b)(7)(C) HAS NOT COMPLIED

WITH THIS RECUSAL. ALSO (b)(6),(b)(7)(C) WORKS IN THE (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) WHICH GENERALLY PLAYS NO ROLE IN COMMISSION MATTER INVOLVING PG&E. AS SUCH THIS MATTER WILL BE CLOSED.

Finding Summary:

Subject

Name: (b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

Other Federal Government Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City:

Work State:

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Document Number 38

14NOV2014

05-0480-C ALLEGED MISCONDUCT BY DOE EMPLOYEES

Complaint Summary: THE H/L REC'D AN EMAIL FROM A DOE
EMPLOYEE (b)(6),(b)(7)(C) ALLEGING
MISCONDUCT BY THE CURRENT (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) IN
ME-421.

Current Status: Closed; No Action (ZZ)
Date Received: 24JUN2005
Date Initiated: 19AUG2005

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: NAP
[None]
[None]
[Other]
Received By:
Complaint Source: DOE Employee
Complainant Location: Headquarters-Forrestal
Allegation Location: Headquarters-Forrestal
Recovery Act No
INV Assigned Office Other
FOIA Interest No
Offense Location District Of Columbia
Retaliation No
Priority Level 3 (Routine)
Referred To OIG Website N/A
HQ Program Office Other
Documents:
No Data Available

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**Close Actions
Techniques**

No Data Available

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Allegation #1:

Location:

Headquarters-Forrestal

Summary:

PREDICATION: ON 24-JUN-05, THE OFFICE OF
INSPECTOR GENERAL (OIG) HOTLINE RECEIVED
AN EMAIL FROM A DEPARTMENT OF ENERGY
(DOE) EMPLOYEE (b)(6),(b)(7)(C) RAISING
CONCERNS WITH REGARD TO MISMANAGEMENT
BY THE CURRENT (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) IN THE MEDIA
PRODUCTION GROUP (ME-421), (b)(6),(b)(7)(C)
(b)(6),(b)(7)(C)

DISPOSITION: ON 24-AUG-05, THE PRE-CCC
DECIDED TO CLOSE (ZH) THIS MATTER BECAUSE
THE COMPLAINANT WOULD NOT ALLOW THE OIG
TO USE (b)(6),(b)(7)(C) NAME IN CONJUNCTION WITH (b)(6),(b)(7)(C)
COMPLAINT.

Finding Summary:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: GERMANTOWN
Work State: MD
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: GERMANTOWN
Work State: MD
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Witness

Name:	(b)(6),(b)(7)(C)	
AKA:		
Bargaining Unit Employee:	No	
Victim:	No	
Employment Status:	DOE Contractor/Subcontractor	
Waive Confidentiality:	N/A	
	Work	
	Address:	
DOB:	Work	
	Address 2:	
Org.:	Work City:	GERMANTOWN
	Work State:	MD
	Work Zip	
	Code:	
Pay Band:	[Unknown]	
Location:	[Other]	
Home:	Country:	
Other:	Work:	
Office Info:	Mobile:	

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Document Number 39

18MAY2015

13-0023-C CONCERNS REGARDING USE OF CONFERENCE
MANAGEMENT FUNDS; PI

Complaint Summary: ON 1-3/13, THE HOTLINE RECEIVED AN ANONYMOUS LETTER ALLEGING MISMANAGEMENT OF FUNDS WITH REGARD TO CONFERNECE MANAGEMENT ACTIVITIES BY THE OFFICE OF POLICY AND INTERNATIONAL AFFAIRS (PI).

Current Status: Closed; Referred to Other OIG Entity (RA/RI/RC)
Date Received: 03JAN2013
Date Initiated: 31JUL2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type:

[Other]

Subject Type:

[Other]

Special Flags:

Category:

NAP

[None]

[None]

Received By:

[Other]

Complaint Source:

Unknown

Complainant Location:

Headquarters-Forrestal

Allegation Location:

Headquarters-Forrestal

FOIA Interest

No

Referred To OIG Website

N/A

Retaliation

No

INV Assigned Office

Hotline

Offense Location

District Of Columbia

Recovery Act

No

Priority

Level 3 (Routine)

HQ Program Office

Other

Documents:

No Data Available

Allegation #1:

Location:

Headquarters-Forrestal

Summary:

PREDICATION: ON 01-JAN-2013, THE HOTLINE RECEIVED AN ANONYMOUS LETTER ALLEGING THE MISMANAGEMENT OF FUNDS WITH REGARD TO CONFERENCE MANAGEMENT ACTIVITIES WITHIN THE OFFICE OF POLICY AND INTERNATIONAL AFFAIRS (PI).

DISPOSITION: ON 09-JAN-2013, THE CCC REQUESTED THAT THE HOTLINE HOLD THIS MATTER OPEN PENDING FURTHER REVIEW BY O/INS. ON 24-JUL-2013, O/INS REQUESTED THAT THIS MATTER BE REFERRED TO THEIR OFFICE FOR INCORPORATION INTO ONGOING INSPECTION S13IS007. ON 31-JUL-2013, THE CCC DECIDED TO REFER THIS MATTER TO O/INS (RI).

Finding Summary:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Employee
Waive Confidentiality: N/A
Work
Address:
DOB: Work
Address 2:
Org.: Work City: WASHINGTON
Work State: DC
Work Zip
Code:
Country:
Work:
Mobile:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info:

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: WASHINGTON

Work State: DC

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: WASHINGTON

Work State: DC

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: WASHINGTON

Work State: DC

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

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Document Number 40

18MAY2015

13-0259-C

**Complaint
Summary:**

(b)(6),(b)(7)(C)

IMPROPER POLITICAL

ACTIVITY; LLNL

**ON 3/4/13, THE HOTLINE RECEIVED AN EMAIL
FROM (b)(6),(b)(7)(C) ALLEGING THAT LLNL**

(b)(6),(b)(7)(C)

IS

**IMPROPERLY INVOLVED IN A POLITICAL
ORGANIZATION CALLED VERIFIED VOTING.**

Current Status:

Closed; No Action (ZZ)

Date Received:

04MAR2013

Date Initiated:

14MAR2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type:

[Other]

Subject Type:

[Other]

Special Flags:

Category:

NAP

[None]

[None]

[Other]

Received By:

Complaint Source:

General Public

Complainant Location:

Lawrence Livermore National Laboratory

Allegation Location:

Lawrence Livermore National Laboratory

HQ Program Office

Other

Retaliation

No

Recovery Act

No

Priority

Level 3 (Routine)

Referred To OIG Website

N/A

Offense Location

California

FOIA Interest

No

INV Assigned Office

Hotline

Documents:

No Data Available

Allegation #1:

Location:

Summary:

Lawrence Livermore National Laboratory

PREDICATION: ON 04-MAR-2013, THE HOTLINE RECEIVED AN EMAIL FROM (b)(6),(b)(7)(C) [NOT FURTHER IDENTIFIED] ALLEGING IMPROPER POLITICAL ACTIVITY BY LAWRENCE LIVERMORE NATIONAL LABORATORY (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

THE TEXT OF

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

EMAIL IS AS FOLLOWS:

"I WAS INTERESTED TO NOTE THAT (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

AT

LAWRENCE LIVERMORE NATIONAL LABORATORY IS ACTIVE IN A POLITICAL ORGANIZATION CALLED VERIFIED VOTING THAT LOBBYS [SIC] AGAINST ELECTIONS MODERNIZATION. HAVING A GOVERNMENT EMPLOYEE WORKING AGAINST BUSINESS INTERESTS AND EXPANDING THE VOTING FRANCHISE SEEM COUNTER INTUITIVE. IS THIS ALLOWED BY DOE POLICY? THANK YOU."

DISPOSITION: ON 13-MAR-2013, THE CCC DECIDED TO CLOSE (ZH) THIS MATTER.

Finding Summary:

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: LIVERMORE

Work State: CA

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Complainant

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

Other

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City:

Work State:

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name: VERIFIED VOTING

AKA:

Bargaining Unit Employee: No

Victim: No

Employment Status: Other

Waive Confidentiality: N/A

DOB: Work

Org.: Address:

Pay Band: [Unknown] Work

Location: [Other] Address 2:

Home: Work City:

Other: Work State:

Office Info: Work Zip

Country: Code:

Work: Country:

Mobile: Work:

Mobile: Mobile:

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Document Number 41

18MAY2015

13-0285-C

(b)(6),(b)(7)(C)

OFFENSIVE INTERNET POSTING;

ORNL

**Complaint
Summary:**

ON 6/3/13, THE HOTLINE RECEIVED AN EMAIL
FROM (b)(6),(b)(7)(C) REPORTING AN
OFFENSIVE INTERNET POSTING BY ORNL
EMPLOYEE (b)(6),(b)(7)(C)

Current Status:

Closed; No Action (ZZ)

Date Received:

03JUN2013

Date Initiated:

14JUN2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type:

[Other]

Subject Type:

[Other]

Special Flags:

Category:

NAP

[None]

[None]

[Other]

Received By:

Complaint Source:

Unknown

Complainant Location:

Oak Ridge National Laboratory

Allegation Location:

Oak Ridge National Laboratory

HQ Program Office

Other

Retaliation

No

Referred To OIG Website

N/A

FOIA Interest

No

INV Assigned Office

Hotline

Recovery Act

No

Offense Location

Tennessee

Priority

Level 3 (Routine)

Documents:

No Data Available

Allegation #1:

Location:

Oak Ridge National Laboratory

Summary:

PREDICATION: ON 03-JUN-2013, THE HOTLINE
RECEIVED AN EMAIL FROM (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) (NOT FURTHER IDENTIFIED), WHO
ALLEGED "ONLINE ABUSE" BY A DEPARTMENT
EMPLOYEE. (b)(6),(b)(7)(C) INCLUDED A
SCREEN SHOT FROM AN UNDATED FACEBOOK
GROUP DISCUSSION.

DISPOSITION: ON 14-JUN-2013, THE PRE-CCC
DECIDED TO CLOSE THIS MATTER DUE TO LACK
OF ALLEGATIONS OF VIOLATION OF RULE,
REGULATION OR STATUTE (ZH).

Finding Summary:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work
Address:
DOB: **Work**
Address 2:
Org.: **Work City:** OAK RIDGE
Work State: TN
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info: **Work:**
Mobile:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work
Address:
DOB: **Work**
Address 2:
Org.: **Work City:**
Work State:
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home:
Other:
Office Info: **Work:**
Mobile:

Document Number 42

18MAY2015

13-0296-C (b)(6),(b)(7)(C) **MISUSE OF GOVERNMENT RESOURCES; MD**

Complaint Summary:

ON 7/2/13, THE HOTLINE RECEIVED AN ANONYMOUS LETTER ALLEGING THAT (b)(6),(b)(7)(C) IM-13, IS OPERATING A PERSONAL BUSINESS FROM DOE OFFICE IN GERMANTOWN, MD.

(b)(6),(b)(7)(C)

Current Status: Closed; No Action (ZZ)
Date Received: 02JUL2013
Date Initiated: 09JUL2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type: [Other]

Subject Type: [Other]

Special Flags:

Category: NAP

[None]

[None]

Received By: [Other]

Complaint Source: Unknown

Complainant Location: Headquarters-Forrestal

Allegation Location: Headquarters-Forrestal

Offense Location: Maryland

Referred To OIG Website: N/A

Retaliation: No

Recovery Act: No

Priority: Level 3 (Routine)

INV Assigned Office: Hotline

HQ Program Office: Other

FOIA Interest: No

Documents:

No Data Available

Allegation #1:

Location:

Headquarters-Forrestal

Summary:

PREDICATION: ON 02-JUL-2013, THE HOTLINE RECEIVED AN ANONYMOUS LETTER FROM "A CONCERNED TAXPAYER" ALLEGING THAT OFFICE OF THE CHIEF INFORMATION OFFICER EMPLOYEE (b)(6),(b)(7)(C) IS OPERATING A PERSONAL BUSINESS FROM (b)(6),(b)(7)(C) DEPARTMENT OFFICE IN GERMANTOWN, MD. THE TEXT OF THE LETTER IS AS FOLLOWS:

(b)(6),(b)(7)(C) IS CONDUCTING AN OUTSIDE BUSINESS FROM (b)(6),(b)(7)(C) DOE OFFICE. (b)(6),(b)(7)(C) HAS A WEBSITE (b)(6),(b)(7)(C) THAT IS DESIGNED TO SELL POINTS FOR PROFIT. (b)(6),(b)(7)(C) RUNS THE BUSINESS FROM (b)(6),(b)(7)(C) STARK OFFICE. (b)(6),(b)(7)(C) ALSO SPENDS GOVERNMENT TIME TELLING OTHER EMPLOYEES HOW TO DO IT AND PROMOTING (b)(6),(b)(7)(C) BUSINESS FOR PROFIT."

DISPOSITION: ON 09-JUL-2013, THE PRE-CCC DECIDED TO CLOSE THIS MATTER DUE TO LACK OF CORROBORATING EVIDENCE (ZH).

Finding Summary:

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: GERMANTOWN

Work State: MD

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

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Document Number 43

18MAY2015

13-0310-C **MISTREATMENT OF A DOE EMPLOYEE BY A NSA
EMPLOYEE**

Complaint Summary: ON 7/26/13, THE HOTLINE RECEIVED AN EMAIL FROM (b)(6),(b)(7)(C) ALLEGING MISTREATMENT OF A DOE EMPLOYEE BY A NSA POLYGRAPHER DURING THE COURSE OF A POLYGRAPH EXAMINATION.

Current Status: Closed; No Action (ZZ)
Date Received: 26JUL2013
Date Initiated: 07AUG2013

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category: NAP
[None]
[None]
Received By: [Other]
Complaint Source: [Other]
Complainant Location: Not Applicable
Allegation Location: Not Applicable
Priority Level 3 (Routine)
HQ Program Office Other
Offense Location Other
INV Assigned Office Hotline
Referred To OIG Website N/A
Retaliation No
FOIA Interest No
Recovery Act No
Documents:
No Data Available

Allegation #1:

Location:

Not Applicable

Summary:

PREDICATION: ON 26-JUL-2013, THE HOTLINE RECEIVED AN EMAIL FROM (b)(6),(b)(7)(C) ALLEGING MISTREATMENT OF DEPARTMENT EMPLOYEES BY NATIONAL SECURITY AGENCY (NSA) POLYGRAPH EXAMINERS. SPECIFICALLY, (b)(6),(b)(7)(C) STATED THAT AS A "PENDING CONTRACTOR" WITH THE DEPARTMENT, (b)(6),(b)(7)(C) HAS HEARD "SOME ALARMING" NEWS ABOUT EMPLOYEES BEING "SUBJECT TO INTERROGATIONS LASTING 3 HOURS... WHEN SENDING THEM TO WORK WITH THE NATIONAL SECURITY ADMINISTRATION [SIC]." ACCORDING TO (b)(6),(b)(7)(C) THE NSA USES CONTRACT POLYGRAPHERS WHO "USE HARSH INTERROGATION TACTICS, JUST SHORT OF WATER BOARDING." (b)(6),(b)(7)(C) SPECIFICALLY CITED AN INCIDENT IN MARCH, WHEN AN "IT DOE EMPLOYEE" FROM TENNESSEE, WHOSE "POLYGRAPH SESSION WENT ON FOR 4 HOURS." (b)(6),(b)(7)(C) FURTHER STATED THAT "I CANNOT GIVE EXACT DETAILS ABOUT WHO THE PERSON IS..." AND "I CANNOT SUBSTANTIATE ALL OF THE FACTS BUT I WILL ASSURE YOU THE EMPLOYEE WAS NOT AT FAULT AND WAS A VICTIM OF NSA BARBARISM."

DISPOSITION: ON 06-AUG-2013, THE PRE-CCC DECIDED TO CLOSE THIS MATTER DUE TO LACK OF DETAILED INFORMATION (ZH).

Finding Summary:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: Work City:
Work State:
Work Zip
Code:
Country:
Pay Band: [Unknown]
Location: [Other]
Home: Work:
Other: Mobile:
Office Info:

Document Number 44

18MAY2015

13-0407-O (b)(6),(b)(7)(C) **CHILD PORN; SNL ALBUQUERQUE,**

**Complaint
Summary:**

NM
SA (b)(6),(b)(7)(C) HSI, AMARILLO, TX,
ADVISED THAT TEXAS DPS STOPPED A VEHICLE
& THE DRIVER (b)(6),(b)(7)(C) A SNL
EMPLOYEE, WAS IN POSSESSION OF 3
COMPUTERS AND A HARD DRIVE, WHICH THEY
FOUND CONTAINED WHAT APPEAR TO BE CHILD
PORN IMAGES.

Current Status: Closed; No Action (ZZ)
Date Received: 06AUG2013
Date Initiated: 07AUG2013

Primary Investigator:

Other Investigators:

Type:

Subject Type:

Special Flags:

Category:

(b)(6),(b)(7)(C)

[Other]

[Other]

Computer Crimes

Child Pornography

[None]

[Other]

Received By:

Complaint Source:

Complainant Location:

Allegation Location:

Retaliation

Recovery Act

Referred To OIG Website

FOIA Interest

HQ Program Office

Offense Location

INV Assigned Office

Priority

Documents:

No Data Available

Law Enforcement

Sandia National Laboratory

Sandia National Laboratory

No

No

N/A

No

HQ, National Nuclear Security Admin (NNSA)

Texas

Albuquerque

Level 3 (Routine)

Allegation #1:

Location:

Sandia National Laboratory

Summary:

PREDICATION:

ON AUGUST 2, 2013 (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

U.S.

DEPARTMENT OF HOMELAND SECURITY,
AMARILLO, TX, CONTACTED DEPARTMENT OF
ENERGY (DOE) OFFICE OF INSPECTOR (OIG)
SPECIAL AGENT (SA) (b)(6), (b)(7)(C) TO
REPORT A MATTER REGARDING A SANDIA
NATIONAL LABORATORIES (SNL) EMPLOYEE,

(b)(6), (b)(7)(C)

ON WEDNESDAY,

JULY 31, 2013 (b)(6), (b)(7)(C)

WAS PULLED OVER
IN TX BY THE TEXAS DEPARTMENT OF PUBLIC
SAFETY (DPS) FOR A TRAFFIC INFRACTION.
DURING THE STOP, TEXAS DPS FOUND 3
COMPUTERS AND A THUMB DRIVE/HARD DRIVE
IN (b)(6), (b)(7)(C) VEHICLE. TX DPS OBTAINED
VERBAL CONSENT TO VIEW THE CONTENT OF
THE ITEMS AND SEARCHED THE THUMB DRIVE.
PURSUANT TO THE SEARCH, TX DPS FOUND
HUNDREDS OF IMAGES, WHICH APPEAR TO BE
CHILD PORNOGRAPHY. AT THIS TIME ONLY THE
THUMB DRIVE HAS BEEN SEARCHED.

ALLEGEDLY (b)(6), (b)(7)(C)

WAS TO REPORT TO

(b)(6), (b)(7)(C)

SA (b)(6), (b)(7)(C) DID NOT HAVE DETAILS REGARDING

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

POSITION AT SNL.

(b)(6), (b)(7)(C)

WAS ALLEGEDLY PREVIOUSLY
EMPLOYED OR INVOLVED WITH THE
DEPARTMENT OF DEFENSE (DOD) AND HELD A
TOP SECRET SECURITY CLEARANCE. SA

(b)(6), (b)(7)(C)

WAS NOT SURE IF THE COMPUTERS
WERE GOVERNMENT COMPUTERS. THE
INVESTIGATION IS ONGOING BY TX LAW
ENFORCEMENT AND (b)(6), (b)(7)(C) WAS NOT
ARRESTED PURSUANT TO THE INITIAL FINDINGS.

(b)(6), (b)(7)(C)

COMPLETE NAME IS (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

DATE OF BIRTH IS

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

AND SOCIAL SECURITY NUMBER IS

(b)(6), (b)(7)(C)

DRIVERS LICENSE,

(b)(6),(b)(7)(C) WAS ISSUED IN MICHIGAN. THE OIG WAS REFERRED TO TX DPS TROOPER (b)(6),(b)(7)(C) AND TX RANGER (b)(6),(b)(7)(C) FOR ADDITIONAL INFORMATION.

ON AUGUST 6, 2013, THE OIG CONTACTED TX DPS TROOPER (b)(6),(b)(7)(C) WHO ADVISED THE INVESTIGATION REGARDING (b)(6),(b)(7)(C) WAS REFERRED TO TX RANGER (b)(6),(b)(7)(C) THE ANALYSIS OF (b)(6),(b)(7)(C) THUMB DRIVE FOUND PROVOCATIVE PHOTOGRAPHS INCLUDING THOSE OF WHAT APPEARED TO BE 12 YEAR OLD GIRLS. THOSE PARTICULAR PHOTOGRAPHS DID NOT CONTAIN NUDITY. THERE WERE 25 FOLDERS CONTAINED ON THE THUMB DRIVE AND THEY VIEWED APPROXIMATELY 15 PHOTOGRAPHS. THE COMPUTERS WERE SUBSEQUENTLY SENT TO A CRIME LABORATORY IN LUBBUCK, TX. (b)(6),(b)(7)(C) SIGNED DOCUMENTS CONSENTING TO THE SEARCHES.

(b)(6),(b)(7)(C) WAS COOPERATIVE WITH THE LAW ENFORCEMENT AGENCIES. WHEN INTERVIEWED, (b)(6),(b)(7)(C) MADE STATEMENTS THAT IMPLIED (b)(6),(b)(7)(C) GUILT INVOLVING THE PHOTOGRAPHS. (b)(6),(b)(7)(C) DISCUSSED DOWNLOADING PHOTOGRAPHS WHICH APPEAR TO BE AT ISSUE, WHEN PREVIOUSLY ON TRAVEL IN BELGIUM. (b)(6),(b)(7)(C) ALSO DISCUSSED PREVIOUSLY TRAVELING TO SINGAPORE ON SEVERAL OCCASIONS. AT ONE POINT (b)(6),(b)(7)(C) TOLD AN OFFICER (b)(6),(b)(7)(C) WAS GUILTY.

(b)(6),(b)(7)(C) CAUGHT THEIR ATTENTION BY HAVING A STUFFED ANIMAL, WHICH HE DESCRIBED AS A WEE NINJA, LOCATED ON THE BACK BUMPER OF HIS VEHICLE. THIS STUFFED ANIMAL IS/MAY BE ASSOCIATED WITH INDIVIDUALS INVOLVED IN QUESTIONABLE ACTIVITY INVOLVING YOUNG CHILDREN.

THE OIG CONTACTED TX RANGER (b)(6),(b)(7)(C) REGARDING THE INVESTIGATION OF (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) THE THREE COMPUTERS OBTAINED FROM (b)(6),(b)(7)(C) WERE LAPTOP COMPUTERS AND AN ACER BRAND TABLET. THERE WERE NO GOVERNMENT COMPUTERS INVOLVED IN THE MATTER. THE THUMB DRIVE IS CURRENTLY BEING REVIEWED AND IT CONTAINED APPROXIMATELY 3,000 IMAGES, INCLUDING SOME CHILD PORNOGRAPHY. THE COMPUTERS ARE CURRENTLY BEING FORENSICALLY ANALYZED. (b)(6),(b)(7)(C) HAS NOT YET BEEN CHARGED CRIMINALLY REGARDING THE MATTER, HAS NOT BEEN ARRESTED, AND HAS COOPERATED WITH LAW ENFORCEMENT DURING THE INVESTIGATION. (b)(6),(b)(7)(C) MADE A PARTIAL CONFESSION REGARDING POSSESSING THE CHILD PORNOGRAPHY, STATING THE ITEMS IN (b)(6),(b)(7)(C) POSSESSION WERE NOT GOOD, AND (b)(6),(b)(7)(C) 14-YEAR EDUCATION WAS GOING DOWN THE DRAIN. TX RANGER (b)(6),(b)(7)(C) WAS ADVISED SNL CORPORATE INVESTIGATIONS MAY CONTACT (b)(6),(b)(7)(C) REGARDING THE MATTER.

ON AUGUST 7, 2013, THE OIG CONTACTED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) ETHICS AND CORPORATE INVESTIGATIONS, SNL, REGARDING THE MATTER. (b)(6),(b)(7)(C) VERIFIED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) RECENTLY BEGAN EMPLOYMENT AT SNL. SA (b)(6),(b)(7)(C) WAS SUBSEQUENTLY CONTACTED BY (b)(6),(b)(7)(C) SNL CORPORATE INVESTIGATIONS AND ADVISED THEY WERE IN A HOLDING PATTERN INVOLVING (b)(6),(b)(7)(C) UNTIL THE TX LAW ENFORCEMENT AGENCIES COMPLETE THEIR ANALYSIS OF (b)(6),(b)(7)(C) COMPUTERS AND A POTENTIAL ARREST WARRANT IS ISSUED. (b)(6),(b)(7)(C) STATED (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) WOULD ADVISE THE OIG WHEN THE MATTER IS BROUGHT FORWARD CRIMINALLY.

THE MATTER WAS COORDINATED WITH DEPARTMENT OIG TECHNOLOGY CRIMES SECTION (TCS) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)

ZZ

Subject

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: ALBUQUERQUE

Work State: NM

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Complainant

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

Other Federal Government Employee

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: AMARILLO

Work State: TX

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Witness

Name:

(b)(6),(b)(7)(C)

AKA:

Bargaining Unit Employee:

No

Victim: No

Employment Status:

DOE Contractor/Subcontractor

Waive Confidentiality:

N/A

Work

Address:

DOB:

Work

Address 2:

Org.:

Work City: ALBUQUERQUE

Work State: NM

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Document Number 45

18MAY2015

05-0487-CUSING THE OIG FOR PORTSMOUTH REHIRE

**Complaint
Summary:**

(b)(6),(b)(7)(C) ALLEGED (b)(6),(b)(7)(C) MAY BE TRYING TO USE THE IG TO MANIPULATE THE SYSTEM & FORCE THE SITE CONTRACTORS TO REHIRE (b)(6),(b)(7)(C) REPORTED (b)(6),(b)(7)(C) D/N (b)(6),(b)(7)(C) HAVE A DEGREE & IS NOT CAPABLE OF BEING A (b)(6),(b)(7)(C)

Current Status: Closed; No Action (ZZ)
Date Received: 25JUL2005
Date Initiated: 28SEP2005

Primary Investigator: (b)(6),(b)(7)(C)
Other Investigators:
Type: [Other]
Subject Type: [Other]
Special Flags:
Category:

NAP
[None]
[None]
[Other]
Received By:
Complaint Source: DOE Contractor/Subcontractor
Complainant Location: Portsmouth Gaseous Diffusion Plant
Allegation Location: Portsmouth Gaseous Diffusion Plant
Recovery Act No
Retaliation No
Referred To OIG Website N/A
Priority Level 3 (Routine)
INV Assigned Office Other
Offense Location Ohio
HQ Program Office Other
FOIA Interest No
Documents:
No Data Available

Allegation #1:

Location:

Summary:

Portsmouth Gaseous Diffusion Plant

PREDICATION: ON 07/25/05, THE HOTLINE RECEIVED AN E-MAIL FROM (b)(6),(b)(7)(C) WHO

ALLEGED (b)(6),(b)(7)(C) IS USING THE IG TO MANIPULATE THE RE-HIRING SYSTEM AT PORTSMOUTH (b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C) IS TRYING

TO USE THE OIG TO MANIPULATE THE SYSTEM & FORCE THE SITE CONTRACTORS TO REHIRE

(b)(6),(b)(7)(C) SAID (b)(6),(b)(7)(C) IS FAMILIAR WITH (b)(6),(b)(7)(C)

BACKGROUND, TECHNICAL EXPERIENCE, & THE JOBS (b)(6),(b)(7)(C) APPLIED FOR & (b)(6),(b)(7)(C) FELT (b)(6),(b)(7)(C)

WAS NOT QUALIFIED FOR THESE POSITIONS.

(b)(6),(b)(7)(C) CONTENDS THAT BEING A 3161 COLD WAR WORKER OR HAVING GRANDFATHERED STATUS DOES NOT GUARANTEE THE EMPLOYEE,

(b)(6),(b)(7)(C) IN THIS INSTANCE, "A JOB WHEN YOU DO NOT MEET THE JOB QUALIFICATIONS."

DISPOSITION: THIS MATTER WAS REVIEWED BY THE PRE-CCC ON 09/07/05 WHEN THEY DECIDED TO CLOSE IT INTO I05RS044 AND SEND AN ADDITIONAL INFO MEMO, IF NECESSARY.

Finding Summary:

Subject

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: Other
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: **Work City:** PORTSMOUTH
Work State: OH
Work Zip Code:
Pay Band: [Unknown] **Country:**
Location: [Other] **Work:**
Home: **Mobile:**
Other:
Office Info:

Complainant

Name: (b)(6),(b)(7)(C)
AKA:
Bargaining Unit Employee: No
Victim: No
Employment Status: DOE Contractor/Subcontractor
Waive Confidentiality: N/A
Work Address:
DOB: Work
Address 2:
Org.: **Work City:** PORTSMOUTH
Work State: OH
Work Zip Code:
Pay Band: [Unknown] **Country:**
Location: [Other] **Work:**
Home: **Mobile:**
Other:
Office Info:

Witness

Name: LATA/PARALLAX

AKA:

Bargaining Unit Employee: No

Victim: No

Employment Status: DOE Contractor/Subcontractor

Waive Confidentiality: N/A

Work

Address:

DOB: Work

Address 2:

Org.: Work City: PORTSMOUTH

Work State: OH

Work Zip

Code:

Pay Band: [Unknown]

Country:

Location: [Other]

Work:

Home:

Mobile:

Other:

Office Info:

Document Number 46

04JUN2015

13-0274-C QUESTIONABLE MANAGEMENT PRACTICES;
OSTI/SC-1

Complaint Summary: ON 4/16/13, THE HOTLINE RECEIVED AN ANONYMOUS EMAIL ALLEGING QUESTIONABLE MANAGEMENT PRACTICES BY ONE OF THE DIRECTORS IN THE OFFICE OF SCIENCE AND TECHNICAL INFORMATION (OSTI) IN THE OFFICE OF SCIENCE.

Current Status: Closed; No Action (ZZ)
Date Received: 16APR2013
Date Initiated: 30APR2013

Primary Investigator:

(b)(6),(b)(7)(C)

Other Investigators:

Type: [Other]

Subject Type: [Other]

Special Flags:

Category: NAP

[None]

[None]

Received By: [Other]

Complaint Source: Unknown

Complainant Location: Oak Ridge National Laboratory

Allegation Location: Oak Ridge National Laboratory

Referred To OIG Website N/A

HQ Program Office Other

Offense Location Tennessee

FOIA Interest No

Retaliation No

Recovery Act No

Priority Level 3 (Routine)

INV Assigned Office Hotline

Documents:

No Data Available

Allegation #1:

Location:

Oak Ridge National Laboratory

Summary:

PREDICATION: ON 16-APR-2013, THE HOTLINE RECEIVED AN ANONYMOUS EMAIL ALLEGING QUESTIONABLE MANAGEMENT PRACTICES BY A DIRECTOR IN THE OFFICE OF SCIENCE AND TECHNICAL INFORMATION (OSTI).

DISPOSITION: ON 30-APR-2013, THE PRE-CCC DECIDED TO CLOSE (ZH) AS COMPLAINT CONTAINS INSUFFICIENT INFORMATION TO IDENTIFY A VIOLATION OF RULE, REGULATION OR STATUTE.

Finding Summary:

Document Number 5a



Lawrence Berkeley
National Laboratory

Internal Audit Services

1 Cyclotron Rd. MS 56A0110 | Berkeley, CA 94720
510-486-6564 (voice) | 510-486-7077 (fax)

MSD CRYSTAL GROWTH LABS

Investigation Report

Terrence L. Hamilton, Chief Audit Executive
Adel Flores, Group Lead

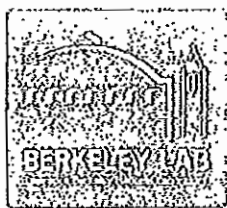


Table of Contents

Management Summary

Predication	1
Conclusion	1

Background and Scope	3
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Allegations and Results of Investigation

1. Administration of Crystal Growth Labs	5
2. Hiring Decision and Renovation of Lab Space	6
3. QM Program Publications	7

Report Distribution List	8
--------------------------------	---



Internal Audit Services

Waste Crystal Growth Labs


Management Summary

Predication

The DOE Office of Inspector General (OIG) received an anonymous complaint letter dated 12/20/2012 alleging waste and misuse of DOE resources in the Quantum Materials (QM) program and crystal growth labs at LBNL Materials Sciences Division (MSD). OIG referred the complaint to DOE Berkeley Site Office (BSO) which in turn referred it to LBNL Research and Institutional Integrity Office (RIIO) in January 2013.

In February 2013, LBNL Internal Audit Services was assigned to conduct an investigation of the complaint that involved the following allegations described in the anonymous letter:


• (b) (7)(E)



Conclusion

Based on results of our investigation, we conclude that the allegations of waste and misuse of resources were unsubstantiated. We did not find evidence of wrongdoing or misconduct, and there was no violation of LBNL policy.

a. (b) (7)(E)



b.




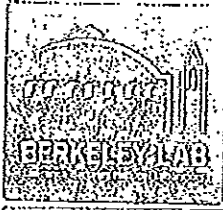
Internal Audit Services
Fiscal Year 2012

(b) (7)(E)

A large rectangular area of the document is completely redacted with black ink.

c. (b) (7)(E)

A large rectangular area of the document is completely redacted with black ink.



Internal Audit Services

Internal Audit Services

Background and Scope

Background

Quantum Materials (QM) program in MSD focuses on fundamental understanding and control of materials and on discovery of new phenomena through activities in experimental and theoretical condensed matter and materials physics. Quantum materials are substances that, when subjected to extreme temperatures and pressures, can become endowed not only with superconductivity, but also with unusual forms of magnetism, strange phase transitions, and other physical qualities that are only beginning to be understood.

(b) (7)(E)



QM was included in the BES triennial program review in MSD that was recently completed in January 2013. The BES review report has not been issued.

Scope and Methodology

The scope of our investigation focused on allegations of waste and misuse of resources and included the following:

- (b) (7)(E)



- (b) (7)(E)





Internal Audit Services

1001 Cyclotron Road, Berkeley, CA 94720-8080

• (b) (7)(E) [Redacted]

• (b) (7)(E) [Redacted]

• (b) (7)(E) [Redacted]

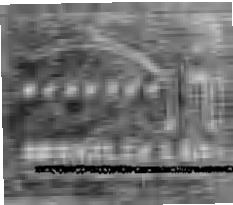


Internal Audit Services

MSD Crystal Growth Lab

Allegations and Results of Investigation

Allegations	Results of Investigation	Conclusion
(b) (7)(E)	(b) (7)(E)	We did not find evidence to support the allegations. (b) (7)(E)



Internal Audit Services

HQD Crystal Growth Unit

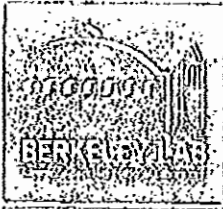
	Allegations	Results of Investigation	Conclusion
1		(b) (7)(E)	
2	(b) (7)(E)	(b) (7)(E)	We did not find evidence to support the allegations. (b) (7)(E)



Internal Audit Services

MSD Org. Growth Plan

	Allegations	Results of Investigation	Conclusion
2		(b) (7)(E)	
3	(b) (7)(E)	(b) (7)(E)	(b) (7)(E)



Internal Audit Services

YSP 000001 (Rev. 08/1/00)

Report Distribution List

To: Glenn Kubiak, Locally Designated Official

Cc:

LBNL

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

DOE

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

UCOP

(b) (6), (b) (7)(C)

Document Number 9a

UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF THE VICE PRESIDENT -
LABORATORY MANAGEMENT

OFFICE OF THE PRESIDENT
1111 Broadway, Suite 1450
Oakland, California 94607-4691

April 26, 2013

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Via Email

(b) (4)

(b) (4)

Dear (b) (4)

I write in response to the questions you raised in your February 13, 2013, email concerning your proposals to establish a collaborative scientific relationship with the Lawrence Berkeley National Laboratory. I asked a member of my staff with an understanding of laboratory technology transfer/collaborative relationships, Ray Miskelley, to conduct a management review of your questions and to report back to me. Mr. Miskelley's "due diligence" included reviewing voluminous emails from, and conducting interviews with, both you and a number of the Berkeley Laboratory employees with whom you interacted. Mr. Miskelley has briefed me on his findings. The attached document summarizes those findings and provides responses to the questions you raised.

I thank you for the opportunity to respond to your questions and hope that the attached document clears up any misunderstandings or issues of contention that may have previously existed concerning your interactions with the Laboratory.

Sincerely,

Glenn Mann
Vice President
Laboratory Management

Attachment

cc: Executive Director Miskelley



UNIVERSITY OF CALIFORNIA
OFFICE OF THE PRESIDENT

INTER-OFFICE MEMORANDUM

To: Glenn Marn
cc: Aundra Richards
From: Ray Miskelley
Date: April 22, 2013
Subject: Management Review of (b) (4) Questions

In response to your request, I conducted a management review of the questions that (b) (4) raised in a February 13, 2013, email concerning his interactions with Lawrence Berkeley National Laboratory (LBNL) to establish a collaborative scientific relationship. In conducting the review, I talked with many of the LBNL personnel with whom (b) (4) interacted and reviewed the many emails that (b) (4) sent for my consideration and review as well as related emails and other documents made available by knowledgeable LBNL personnel. I have verbally reported the results of my review both to you and to Aundra Richards, Manager, Berkeley Site Office.

(b) (4) first question relates to why his submission needed to be evaluated by two labs, "Berkeley Lab and Sandia National Lab." In reference to that question (b) (4) attached a Non-Disclosure Agreement (NDA) to his February 13, 2013, email that included a reference to Sandia National Laboratories. His conclusion that two labs evaluated his submission is not accurate.

(b) (4) completed the NDA in connection with his proposal to collaborate with the Joint BioEnergy Institute (JBEI), which is a multi-institutional partnership led by LBNL and includes Sandia National Laboratories, the University of California (UC) campuses of Berkeley and Davis, and the Carnegie Institution for Science. LBNL's email to (b) (4) of October 3, 2012, accurately summarizes why the Sandia National Laboratories are covered by the NDA. That email explained:

You have asked about the mention of Sandia National Lab, as you have been communicating with LBNL researchers and staff. LBNL is the managing entity for [JBEI], our biofuels project, which is an integrated research collaboration among six research entities. To enable smooth and efficient communication among our JBEI researchers (some of whom are Sandia employees), and effective technology transfer, we are managing [Intellectual Property matters, such as NDAs] for all parties [i.e. all JBEI member institutions], therefore the non-disclosure agreement covered Sandia as well as LBNL.

Accordingly, the reference to Sandia National Laboratories in the NDA should not be interpreted to imply that more than one laboratory reviewed (b) (4) submission. In this specific case, (b) (4) (b) (4) proposal was reviewed by two JBEI scientists, and the proposal was determined to lack merit, and not to warrant collaboration with JBEI scientists, regardless of whether such scientists are affiliated with UC, Sandia National Laboratories, or some other JBEI member institution.

(b) (4) second question relates to whether the LBNL process requires more than one year for the review of a proposal. This is not typically the case. Normally, LBNL receives highly developed, specific research proposals from entities with considerable expertise and sophistication in the scientific area in which they express an interest, and they often already have an understanding of the processes for developing grants and collaborative relationships with university or laboratory researchers. In such cases, the proposals submitted are highly detailed and provide the required information, such that their review may be conducted expeditiously. Unfortunately, (b) (4) proposal did not possess these attributes, and as a result, the review process entailed considerable time, with multiple, iterative proposals and reviews by LBNL organizations. I further understand that, after the Lab's Advanced Biofuels Process Demonstration Unit (ABPDU) and JBEI reviewed and declined (b) (4) proposals, that LBNL's Department Head for Technology Transfer and Intellectual Property Management spoke with (b) (4) and offered him advice and counsel on how to improve his proposal and associated business plan. The revised documents (b) (4) submitted in response to this counseling continued to be deficient in a number of important respects. The Department Head explained these deficiencies to (b) (4) in detail via email.

(b) (4) third question relates to whether it is LBNL's common practice not to have a single point of contact for initiating discussions for collaborative research projects. (b) (4) previously directed this question to LBNL's Technology Transfer ombuds, who accurately explained that there is no single point person for shepherding someone through the process to find a collaborator, and that LBNL's Technology Transfer and Intellectual Property Management organization is a key entry point. I understand that a number of LBNL personnel and organizations were involved in corresponding with (b) (4) about his proposals, including scientists, administrators, and managers. That is not unusual, especially when a proposal is unclear and contains a number of significant deficiencies.

Finally, subsequent to receiving (b) (4) February 13, 2013, email, I called (b) (4) to clarify his questions and concerns. During that discussion, I came to understand that he also had some lingering concern that LBNL continues to be interested in his proposals and, in fact, may be working on one of his proposal without involving him. This is not the case. Based on my review, LBNL has no interest in his proposals, and his proposals had no effect on the level or type of research being conducted at the Lab. I found that, on the whole, the LBNL personnel interacting with (b) (4) demonstrated a high degree of courteousness and openness, which, at times, (b) (4) may have mistakenly understood as a genuine interest on the part of the Lab in pursuing his proposals.

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "Agreement"), effective as of September 10, 2012, by and between The Regents of the University of California, through the Ernest Orlando Lawrence Berkeley National Laboratory ("Berkeley Lab"), on behalf of the Joint BioEnergy Institute and the following member institutions (Berkeley Lab, University of California at Berkeley, University of California at Davis, The Carnegie Institution) (collectively, "JBEI"), Sandia National Laboratories ("Sandia"), and the entity listed below ("Disclosing Party"):

Company/University/Institution ("Disclosing Party"): (b) (4)

Name of responsible Disclosing Party employee: (b) (4)

Title or position: Chief Executive Officer

Address: (b) (4)

Tel: (b) (4)

Fax:

E-mail: (b) (4)

"Confidential Information" means confidential or proprietary technical or business information disclosed by Disclosing Party to JBEI and Sandia (collectively, "Recipient") relating to biofuel information related methods for bioinformatics, know-how (spill over information shaping neuroscience, immunology, oncology and endocrinology from communications), targeted genes, schema, component materials shaping designs for synthetic biology organisms cited), financial information, verbal representations, electronic communications and business practices/strategies.

"Purpose of Disclosure" means the use of Confidential Information for purposes of evaluation or collaborative research and development.

"Term" means three (3) years from the effective date of this Agreement.

With regard to Confidential Information, Recipient hereby agrees:

(1) not to use Confidential Information except to the extent required to accomplish the Purpose of Disclosure; and not to disclose Confidential Information to others (except to its employees with a need to know and who are bound by the terms of this Agreement) without the express written permission of Disclosing Party, except that Recipient is not prohibited from using or disclosing Confidential Information;

(a) that Recipient can demonstrate by written records was known to it prior to receipt from Disclosing Party;

(b) that is now, or becomes in the future, public knowledge other than through an act or omission of Recipient;

(c) that Recipient obtains in good faith from a third party not bound by confidentiality obligations to Disclosing Party;

(d) that is disclosed by operation of law; or

(e) that Recipient develops independently, for which Recipient can demonstrate by written records that independent development occurred without knowledge or use of Confidential Information.

(2) All Confidential Information shall be in tangible form and marked as confidential or proprietary. To be considered Confidential Information, verbal disclosures shall be identified as confidential at the time of disclosure, summarized in writing and delivered to Recipient within thirty (30) days of disclosure.

(3) Recipient's obligations under this Agreement remain in effect for the Term, notwithstanding any termination of this Agreement.

(4) The parties agree that the furnishing of Confidential Information to Recipient does not constitute any grant or license to Recipient under any patent or other proprietary rights now or in the future held by Disclosing Party.

(5) In view of its management by an institution of higher education, JBEI intends to conduct its activities as fundamental research under U.S. export regulations, and has many foreign persons who are students and employees. Accordingly, Disclosing Party may not transfer to JBEI and Sandia any information that is export controlled under the Export Administration Regulations or the International Traffic in Arms Regulations.

(6) This Agreement embodies the entire and final understanding of the parties on this subject. It supersedes any previous representations, agreements, or understandings, whether oral or written. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by an authorized representative on behalf of each party.

(7) This Agreement shall be interpreted and enforced under the laws of California, without giving effect to any choice of law rules that would result in the application of laws of any jurisdiction other than California.

DISCLOSING PARTY

By: (b) (4)


ERNEST ORLANDO LAWRENCE
BERKELEY NATIONAL LABORATORY

By: 

Name: (b) (4)
Title: Chief Executive Officer
Date: 9/12/12

Name: Perul Jain
Title: Licensing Analyst
Date: 9/14/2012

SANDIA

By: 
Name: Blake Simmons
Title: Senior Manager
Date: 9/13/2012

Document Number 12a



Department of Energy
Washington, DC 20535

MAY 20 2013

MEMORANDUM FOR MICHAEL S. MILNER
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATION

FROM: KENNETH G. PICHA, JR. *K. Picha*
DEPUTY ASSISTANT SECRETARY
FOR TANK WASTE AND NUCLEAR MATERIAL

SUBJECT: Alleged Mismanagement and Waste of Funds at the Savannah
River Site (OIG File No. 113RS006) - 13-0140-C

This is in response to the Alleged Mismanagement and Waste of Funds at the Savannah River Site (SRS) OIG File No. 113RS006, complaint from Mr. Michael S. Milner, Department of Energy (DOE) Assistant Inspector General for Investigations, dated December 12, 2012, regarding alleged mismanagement and waste of funds while implementing the (b) (7)(E) at the SRS.

The Savannah River Operations Office (SR) has reviewed the facts relating to the allegations; performed an analysis of the project performance documents and the contract; and conducted interviews with the Savannah River Nuclear Solutions (SRNS) Chief Financial Officer, the Federal Project Director, and the SRNS Project Manager responsible for this deployment. The following background details and findings are provided based on this analysis and interviews.

The SR business system was contracted for (b) (7)(E)
(b) (7)(E)

(b) (7)(E) As implemented, the SR modernization project schedule was 50 percent shorter and cost 30 percent less than these benchmarks. The financial portion of the upgrade received an award for Management/Administrative Excellence from the DOE Chief Information Officer.

(b) (7)(E)

13-0140-C



However (b) (7)(E)

(b) (7)(E)

Based on the Office of Environmental Management's (EM) analysis of the implementation of this project, the allegation that SRNS has wasted funds and mismanaged the implementation of the (b) (7)(E) is unsubstantiated. In addition, the project documentation indicate compliance with Office of Management and Budget guidelines and the Department's requirements and guidelines in the implementation of Information Technology projects of this scale and complexity.

EM does not intend to take any further action in regards to this allegation. If you have any questions, please feel free to contact me, at (202) 586-2003.

cc: Eric Adams, SR
Tim Harms, EM-63



Department of Energy
Washington, DC 20585

September 28, 2015

Via email

Re: HQ-2015-00081-F

This is in final response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. You requested the following:

A copy of the report of investigation (ROI), the closing memo, closing letter, referral memo, referral letter, final report, or closing report for each of the following closed DOE Office of Inspector General investigations: 12-0250-C, 12-0275-C, 12-0279-C, 13-0023-C, 13-0055-C, 13-0065-C, 13-0068-C, 13-0106-C, 13-0107-C, 13-0123-C, 13-0124-C, 13-0140-C, 13-0153-C, 13-0259-C, 13-0285-C, 13-0296-C, 13-0310-C, 13-0373-C, 14-0038-C, 14-0059-C, 14-0061-C, 14-0062-C, 14-0201-C, 14-0203-C, 12-0111-I, 13-0363-C, 13-0380-C, 13-0407-C, 06-0153-I, 09-0044-I, 13-0038-I, 13-0366-C, 13-0077-C, 13-0101-C, 13-0274-C, 12-0024-I, 05-0487-C, 07-0015-I, 13-0397-C, 12-0202-C, 11-0018-I, 13-0405-C, 13-0193-C, 13-0198-C, and 05-0480-C.

In a letter dated October 20, 2014, you were advised that your request was assigned to the Office of Inspector General (OIG) to conduct a search of its files for responsive documents. In a letter dated June 5, 2015, OIG informed you that it had completed its search and identified fifty-one (51) documents responsive to your request. In the same letter, OIG stated that documents 5a and 9a originated from DOE's Office of Science (SC), and were forwarded to SC for a releasability determination. You were also informed that SC would respond to you separately.

In the June 5, 2015, letter, OIG also informed you that document 12a originated from DOE's Office of Environmental Management (EM), that the document was forwarded to EM for a determination concerning its releasability, and that EM would respond directly to you concerning this document. SC and EM have completed their review of these documents. The documents are being provided to you as described in the accompanying index.



DOE has determined that certain information should be withheld in these documents pursuant to Exemptions 4, 6, 7(C), and 7(E) of the FOIA, 5 U.S.C. § 552(b)(4), (b)(6), (b)(7)(C), and (b)(7)(E).

Exemption 4 of the FOIA protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” 5 U.S.C. § 552(b)(4). This exemption is intended to protect the interests of both the Government and submitters of information. This exemption affords protection to submitters who provide trade secrets, or commercial or financial information to the Government by safeguarding them from the competitive disadvantages that could result from disclosure. The exemption covers two broad categories of information in Federal agency records: 1) trade secrets, and 2) information that is (a) commercial or financial, and (b) obtained from a person, and (c) privileged or confidential.

The information being withheld under Exemption 4 consists of identifying company information within the context of a proposal to establish a collaborative scientific relationship with Lawrence Berkeley National Laboratory (LBNL). Specifically, withheld information consists of the company name and address, as well as the Chief Executive Officer’s (CEO) name and contact information. Disclosure of this information may harm the company by negatively affecting investor and public relations, and/or valuation of the company if this information was known to the public. Moreover, release of this information could cause substantial harm to the company by providing potential competitors with insight into the company’s future business strategies, possibly affording them the opportunity to use that information to enhance their own operations to the company’s competitive detriment. Because this information does not shed any light on government operations, and disclosure may curtail the company from entering into contracts or other negotiations with the Government in the future, this information will not be released.

Exemption 6 generally is referred to as the “personal privacy” exemption; it provides that the disclosure requirements of FOIA do not apply to “personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.” 5 U.S.C. § 552(b)(6). In applying Exemption 6, DOE considered: 1) whether a significant privacy interest would be invaded; 2) whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and 3) whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.

Information withheld under Exemption 6 consists of names of individuals involved in an internal audit. This information qualifies as “similar files” because it is information in which the individuals have a privacy interest. Moreover, releasing the information could subject the individuals to unwarranted or unsolicited communications. Since no public interest would be served by disclosing this information, and since there is a viable privacy interest that would be threatened by such disclosure, Exemption 6 authorizes withholding the information. Therefore, we have determined that the public interest in the information’s release does not outweigh the overriding privacy interests in keeping it confidential.

Exemption 7 protects from disclosure “records or information compiled for law enforcement purposes” that fall within the purview of one or more of six enumerated categories. To qualify for

protection under Exemption 7, the information must have been compiled, either originally or at some later date, for a law enforcement purpose, which includes crime prevention and security measures, even if that is only one of the many purposes for compilation.

Exemption 7(C) provides that, "records of information compiled for law enforcement purposes" may be withheld from disclosure, but only to the extent that the production of such documents "could reasonably be expected to constitute an unwarranted invasion of personal privacy...." 5 U.S.C. § 552(b)(7)(C). In applying Exemption 7(C), DOE considered whether a significant privacy interest would be invaded, whether the release of the information would further the public interest in shedding light on the operations or activities of the Government, and whether in balancing the privacy interests against the public interest, disclosure would constitute an unwarranted invasion of privacy.

Information withheld under Exemption 7(C) consists of names of security personnel involved in an internal audit. These individuals have a significant privacy interest in their identity, which, if known, could pose a serious safety risk to them, and may result in an unwarranted invasion of their privacy. In addition, releasing their identity would reveal little about the operations or activities of the Government. Therefore, disclosure of this information could reasonably be expected to constitute an unwarranted invasion of personal privacy.

Exemption 7(E) protects information that "would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law." 5 U.S.C. § 552(b)(7)(E).

Information withheld pursuant to Exemption 7(E) consists of information that would reveal DOE's techniques and procedures for conducting an investigation and an internal audit. The redacted information includes personnel interviewed, documents reviewed, and observations made, within the context of an internal audit of the LBNL regarding waste and misuse of resources, and of alleged mismanagement and waste of funds at the Savannah River Site. Disclosure of this information runs the reasonably foreseeable risk of circumventing the law by allowing potential law violators to tamper with the investigative process and interfere with investigations into alleged wrongdoing. Therefore, Exemption 7(E) authorizes withholding this information.

This satisfies the standard set forth in the Attorney General's March 19, 2009, memorandum that the agency is justified in not releasing material that the agency reasonably foresees would harm an interest protected by one of the statutory exemptions. This also satisfies DOE's regulations at 10 C.F.R. § 1004.1 to make records available which it is authorized to withhold under 5 U.S.C. § 552 when it determines that such disclosure is in the public interest. Accordingly, we will not disclose this information.

Pursuant to 10 C.F.R. §1004.7(b)(2), I am the individual responsible for the determination to withhold the information described above. The FOIA requires that "any reasonably segregable portion of a record shall be provided to any person requesting such record after deletion of the

portions which are exempt.” 5 U.S.C. § 552(b). As a result, a redacted version of the documents is being released to you in accordance with 10 C.F.R. § 1004.7(b)(3).

This decision, as well as the adequacy of the search, may be appealed within 30 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to Director, Office of Hearings and Appeals, HG-1, L’Enfant Plaza, U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, D.C. 20585-1615. The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase “Freedom of Information Appeal” in the subject line. The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE’s records are situated, or (4) in the District of Columbia.

The FOIA provides for the assessment of fees for the processing of requests. *See* 5 U.S.C. § 552(a)(4)(A)(i); *see also* 10 C.F.R. § 1004.9(a). In our October 20, 2014 letter, you were advised that your request was placed in the “other” category for fee purposes. Requesters in this category are entitled to two free hours of search time and 100 free pages. Because DOE’s processing costs did not exceed \$15.00, the minimum amount at which DOE assesses fees, there will be no charge for processing your request.

If you have any questions about the processing of your request, or this letter, you may contact Ms. Elizabeth Sullivan or me at:

MA-90/ Forrestal Building
1000 Independence Avenue, SW
Washington, DC 20585
(202) 586-5955

I appreciate the opportunity to assist you with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Morris", with a large, stylized flourish extending from the end of the signature.

Alexander C. Morris
FOIA Officer
Office of Information Resources

Enclosures

INDEX

Request #: HQ-2015-00081-F

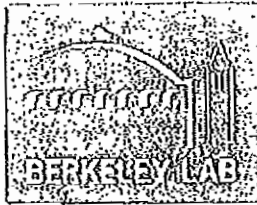
Final response to the request for:

A copy of the report of investigation (ROI), the closing memo, closing letter, referral memo, referral letter, final report, or closing report for each of the following closed DOE Office of Inspector General investigations: 12-0250-C, 12-0275-C, 12-0279-C, 13-0023-C, 13-0055-C, 13-0065-C, 13-0068-C, 13-0106-C, 13-0107-C, 13-0123-C, 13-0124-C, 13-0140-C, 13-0153-C, 13-0259-C, 13-0285-C, 13-0296-C, 13-0310-C, 13-0373-C, 14-0038-C, 14-0059-C, 14-0061-C, 14-0062-C, 14-0201-C, 14-0203-C, 12-0111-I, 13-0363-C, 13-0380-C, 13-0407-C, 06-0153-I, 09-0044-I, 13-0038-I, 13-0366-C, 13-0077-C, 13-0101-C, 13-0274-C, 12-0024-I, 05-0487-C, 07-0015-I, 13-0397-C, 12-0202-C, 11-0018-I, 13-0405-C, 13-0193-C, 13-0198-C, and 05-0480-C.

The OIG completed its search and forwarded Documents 5a and 9a to SC, and Document 12a to EM, for a direct response to you.

- Document 5a *is being released in part, pursuant to Exemptions (b)(6), (b)(7)(C), and (b)(7)(E)*—Information withheld under Exemptions 6 and 7(C) consists of names of security personnel involved in an internal audit. Information withheld under Exemption 7(E) consists of information that would reveal DOE's techniques and procedures for conducting an internal audit.
- Document 9a *is being released in part, pursuant to Exemption (b)(4)*—Information withheld under Exemption 4 consists of identifying company information within the context of a proposal to establish a collaborative scientific relationship with LBNL.
- Document 12a *is being released in part, pursuant to Exemption (b)(7)(E)*—Information withheld under Exemption 7(E) consists of information that would reveal DOE's techniques and procedures for conducting an investigation.

Document Number 5a



Lawrence Berkeley
National Laboratory

Internal Audit Service
1 Cyclotron Rd. MS 56A0110 | Berkeley, CA 94720
510-486-6564 (voice) | 510-486-7077 (fax)

MSD CRYSTAL GROWTH LABS

Investigation Report

Terrence L. Hamilton, Chief Audit Executive
Adel Flores, Group Lead



Table of Contents

Management Summary

Predication	1
Conclusion	1

Background and Scope	3
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Allegations and Results of Investigation

1. Administration of Crystal Growth Labs	5
2. Hiring Decision and Renovation of Lab Space	6
3. QM Program Publications	7

Report Distribution List	8
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Management Summary

Predication

The DOE Office of Inspector General (OIG) received an anonymous complaint letter dated 12/20/2012 alleging waste and misuse of DOE resources in the Quantum Materials (QM) program and crystal growth labs at LBNL Materials Sciences Division (MSD). OIG referred the complaint to DOE Berkeley Site Office (BSO) which in turn referred it to LBNL Research and Institutional Integrity Office (RIIO) in January 2013.

In February 2013, LBNL Internal Audit Services was assigned to conduct an investigation of the complaint that involved the following allegations described in the anonymous letter:

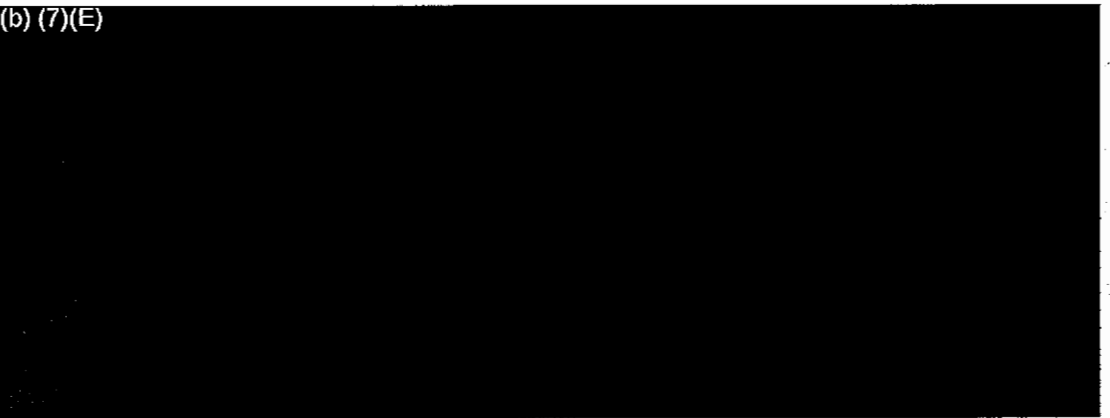
• (b) (7)(E)



Conclusion

Based on results of our investigation, we conclude that the allegations of waste and misuse of resources were unsubstantiated. We did not find evidence of wrongdoing or misconduct, and there was no violation of LBNL policy.

a. (b) (7)(E)



b.




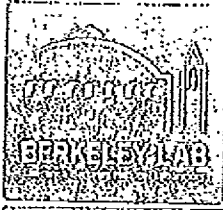
Internal Audit Services
FSL - Physical Security Lab

(b) (7)(E)

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c. (b) (7)(E)

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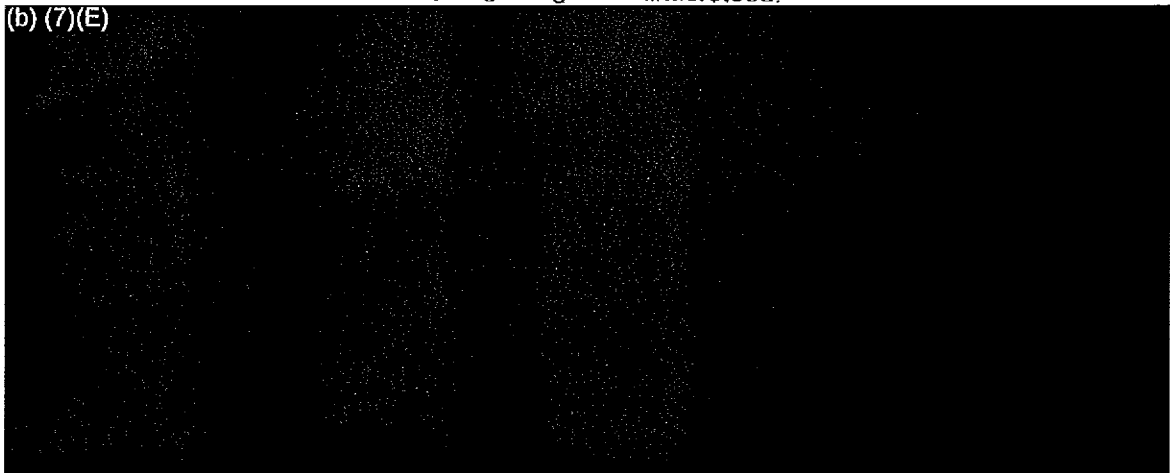


Background and Scope

Background

Quantum Materials (QM) program in MSD focuses on fundamental understanding and control of materials and on discovery of new phenomena through activities in experimental and theoretical condensed matter and materials physics. Quantum materials are substances that, when subjected to extreme temperatures and pressures, can become endowed not only with superconductivity, but also with unusual forms of magnetism, strange phase transitions, and other physical qualities that are only beginning to be understood.

(b) (7)(E)

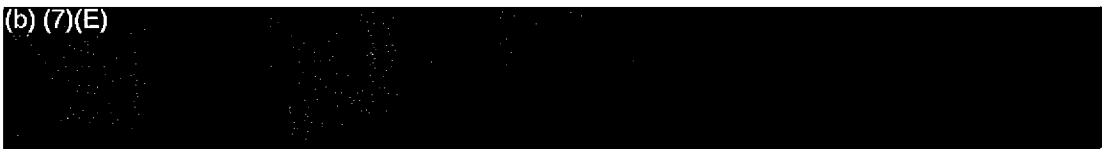


QM was included in the BES triennial program review in MSD that was recently completed in January 2013. The BES review report has not been issued.


Scope and Methodology

The scope of our investigation focused on allegations of waste and misuse of resources and included the following:

- (b) (7)(E)



- (b) (7)(E)





Internal Audit Services

MSI - Capital Growth Lab

• (b) (7)(E)

• (b) (7)(E)

• (b) (7)(E)



Allegations and Results of Investigation

Allegations	Results of Investigation	Conclusion
(b) (7)(E)	(b) (7)(E)	We did not find evidence to support the allegations. (b) (7)(E)



Internal Audit Services

RSD Crystal Research Unit

	Allegations	Results of Investigation	Conclusion
1		(b) (7)(E)	
2	(b) (7)(E)	(b) (7)(E)	<p>We did not find evidence to support the allegations.</p> <p>(b) (7)(E)</p>



Internal Audit Services

ISSD Cycle: March 2013

	Allegations	Results of Investigation	Conclusion
2		(b) (7)(E)	
3	(b) (7)(E)	(b) (7)(E)	(b) (7)(E)



Internal Audit Services

1000 University Avenue, Suite 1000
Berkeley, CA 94720

Report Distribution List

To: Glenn Kubiak, Locally Designated Official

Cc:

LBNL

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

DOE

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

UCOP

(b) (6), (b) (7)(C)

Document Number 9a

UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF THE VICE PRESIDENT -
LABORATORY MANAGEMENT

OFFICE OF THE PRESIDENT
1111 Broadway, Suite 1450
Oakland, California 94607-4691

April 26, 2013

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Via Email

(b) (4)

(b) (4)

Dear (b) (4)

I write in response to the questions you raised in your February 13, 2013, email concerning your proposals to establish a collaborative scientific relationship with the Lawrence Berkeley National Laboratory. I asked a member of my staff with an understanding of laboratory technology transfer/collaborative relationships, Ray Miskelley, to conduct a management review of your questions and to report back to me. Mr. Miskelley's "due diligence" included reviewing voluminous emails from, and conducting interviews with, both you and a number of the Berkeley Laboratory employees with whom you interacted. Mr. Miskelley has briefed me on his findings. The attached document summarizes those findings and provides responses to the questions you raised.

I thank you for the opportunity to respond to your questions and hope that the attached document clears up any misunderstandings or issues of contention that may have previously existed concerning your interactions with the Laboratory.

Sincerely,

Glenn Mann
Vice President
Laboratory Management

Attachment

cc: Executive Director Miskelley



UNIVERSITY OF CALIFORNIA
OFFICE OF THE PRESIDENT

INTER-OFFICE MEMORANDUM

To: Glenn Mara
cc: Aundra Richards
From: Ray Miskelley
Date: April 22, 2013
Subject: Management Review of (b) (4) Questions

In response to your request, I conducted a management review of the questions that (b) (4) raised in a February 13, 2013, email concerning his interactions with Lawrence Berkeley National Laboratory (LBNL) to establish a collaborative scientific relationship. In conducting the review, I talked with many of the LBNL personnel with whom (b) (4) interacted and reviewed the many emails that (b) (4) sent for my consideration and review as well as related emails and other documents made available by knowledgeable LBNL personnel. I have verbally reported the results of my review both to you and to Aundra Richards, Manager, Berkeley Site Office.

(b) (4) first question relates to why his submission needed to be evaluated by two labs, "Berkeley Lab and Sandia National Lab." In reference to that question, (b) (4) attached a Non-Disclosure Agreement (NDA) to his February 13, 2013, email that included a reference to Sandia National Laboratories. His conclusion that two labs evaluated his submission is not accurate.

(b) (4) completed the NDA in connection with his proposal to collaborate with the Joint BioEnergy Institute (JBEI), which is a multi-institutional partnership led by LBNL and includes Sandia National Laboratories, the University of California (UC) campuses of Berkeley and Davis, and the Carnegie Institution for Science. LBNL's email to (b) (4) of October 3, 2012, accurately summarizes why the Sandia National Laboratories are covered by the NDA. That email explained:

You have asked about the mention of Sandia National Lab, as you have been communicating with LBNL researchers and staff. LBNL is the managing entity for [JBEI], our biofuels project, which is an integrated research collaboration among six research entities. To enable smooth and efficient communication among our JBEI researchers (some of whom are Sandia employees), and effective technology transfer, we are managing [Intellectual Property matters, such as NDAs] for all parties [i.e. all JBEI member institutions], therefore the non-disclosure agreement covered Sandia as well as LBNL.

Accordingly, the reference to Sandia National Laboratories in the NDA should not be interpreted to imply that more than one laboratory reviewed (b) (4) submission. In this specific case, (b) (4) (b) (4) proposal was reviewed by two JBEI scientists, and the proposal was determined to lack merit, and not to warrant collaboration with JBEI scientists, regardless of whether such scientists are affiliated with UC, Sandia National Laboratories, or some other JBEI member institution.

(b) (4) second question relates to whether the LBNL process requires more than one year for the review of a proposal. This is not typically the case. Normally, LBNL receives highly developed, specific research proposals from entities with considerable expertise and sophistication in the scientific area in which they express an interest, and they often already have an understanding of the processes for developing grants and collaborative relationships with university or laboratory researchers. In such cases, the proposals submitted are highly detailed and provide the required information, such that their review may be conducted expeditiously. Unfortunately, (b) (4) proposal did not possess these attributes, and as a result, the review process entailed considerable time, with multiple, iterative proposals and reviews by LBNL organizations. I further understand that, after the Lab's Advanced Biofuels Process Demonstration Unit (ABPDU) and JBEI reviewed and declined (b) (4) proposals, that LBNL's Department Head for Technology Transfer and Intellectual Property Management spoke with (b) (4) and offered him advice and counsel on how to improve his proposal and associated business plan. The revised documents (b) (4) submitted in response to this counseling continued to be deficient in a number of important respects. The Department Head explained these deficiencies to (b) (4) in detail via email.

(b) (4) third question relates to whether it is LBNL's common practice not to have a single point of contact for initiating discussions for collaborative research projects. (b) (4) previously directed this question to LBNL's Technology Transfer ombuds, who accurately explained that there is no single point person for shepherding someone through the process to find a collaborator, and that LBNL's Technology Transfer and Intellectual Property Management organization is a key entry point. I understand that a number of LBNL personnel and organizations were involved in corresponding with (b) (4) about his proposals, including scientists, administrators, and managers. That is not unusual, especially when a proposal is unclear and contains a number of significant deficiencies.

Finally, subsequent to receiving (b) (4) February 13, 2013, email, I called (b) (4) to clarify his questions and concerns. During that discussion, I came to understand that he also had some lingering concern that LBNL continues to be interested in his proposals and, in fact, may be working on one of his proposal without involving him. This is not the case. Based on my review, LBNL has no interest in his proposals, and his proposals had no effect on the level or type of research being conducted at the Lab. I found that, on the whole, the LBNL personnel interacting with (b) (4) demonstrated a high degree of courteousness and openness, which, at times, (b) (4) may have mistakenly understood as a genuine interest on the part of the Lab in pursuing his proposals.

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "Agreement"), effective as of September 10, 2012, by and between The Regents of the University of California, through the Ernest Orlando Lawrence Berkeley National Laboratory ("Berkeley Lab"), on behalf of the Joint BioEnergy Institute and the following member institutions (Berkeley Lab, University of California at Berkeley, University of California at Davis, The Carnegie Institution) (collectively, "JBEI"), Sandia National Laboratories ("Sandia"), and the entity listed below ("Disclosing Party"):

Company/University/Institution ("Disclosing Party"): (b) (4)

Name of responsible Disclosing Party employee: (b) (4)

Title or position: Chief Executive Officer

Address: (b) (4)

Tel: (b) (4)

Fax:

E-mail: (b) (4)

"Confidential Information" means confidential or proprietary technical or business information disclosed by Disclosing Party to JBEI and Sandia (collectively, "Recipient") relating to biofuel information related methods for bioinformatics, know-how (spill over information shaping neuroscience, immunology, oncology and endocrinology from communications), targeted genes, schema, component materials shaping designs for synthetic biology organisms cited), financial information, verbal representations, electronic communications and business practices/strategies.

"Purpose of Disclosure" means the use of Confidential Information for purposes of evaluation or collaborative research and development.

"Term" means three (3) years from the effective date of this Agreement.

With regard to Confidential Information, Recipient hereby agrees:

(1) not to use Confidential Information except to the extent required to accomplish the Purpose of Disclosure; and not to disclose Confidential Information to others (except to its employees with a need to know and who are bound by the terms of this Agreement) without the express written permission of Disclosing Party, except that Recipient is not prohibited from using or disclosing Confidential Information;

(a) that Recipient can demonstrate by written records was known to it prior to receipt from Disclosing Party;

(b) that is now, or becomes in the future, public knowledge other than through an act or omission of Recipient;

(c) that Recipient obtains in good faith from a third party not bound by confidentiality obligations to Disclosing Party;

(d) that is disclosed by operation of law; or

(e) that Recipient develops independently, for which Recipient can demonstrate by written records that independent development occurred without knowledge or use of Confidential Information.

(2) All Confidential Information shall be in tangible form and marked as confidential or proprietary. To be considered Confidential Information, verbal disclosures shall be identified as confidential at the time of disclosure, summarized in writing and delivered to Recipient within thirty (30) days of disclosure.

(3) Recipient's obligations under this Agreement remain in effect for the Term, notwithstanding any termination of this Agreement.

(4) The parties agree that the furnishing of Confidential Information to Recipient does not constitute any grant or license to Recipient under any patent or other proprietary rights now or in the future held by Disclosing Party.

(5) In view of its management by an institution of higher education, JBEI intends to conduct its activities as fundamental research under U.S. export regulations, and has many foreign persons who are students and employees. Accordingly, Disclosing Party may not transfer to JBEI and Sandia any information that is export controlled under the Export Administration Regulations or the International Traffic in Arms Regulations.

(6) This Agreement embodies the entire and final understanding of the parties on this subject. It supersedes any previous representations, agreements, or understandings, whether oral or written. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by an authorized representative on behalf of each party.

(7) This Agreement shall be interpreted and enforced under the laws of California, without giving effect to any choice of law rules that would result in the application of laws of any jurisdiction other than California.

DISCLOSING PARTY

By: (b) (4)


ERNEST ORLANDO LAWRENCE
BERKELEY NATIONAL LABORATORY

By: 

Name: (b) (4)
Title: Chief Executive Officer
Date: 9/12/12

Name: Perul Jain
Title: Licensing Analyst
Date: 9/14/2012

SANDIA

By: 
Name: Blake Simmons
Title: Senior Manager
Date: 9/13/2012

Document Number 12a



Department of Energy
Washington, DC 20535

MAY 20 2013

MEMORANDUM FOR MICHAEL S. MILNER
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATION

FROM: KENNETH G. PICHA, JR. *K. Picha*
DEPUTY ASSISTANT SECRETARY
FOR TANK WASTE AND NUCLEAR MATERIAL

SUBJECT: Alleged Mismanagement and Waste of Funds at the Savannah
River Site (OIG File No. 113RS006) - 13-0140-C

This is in response to the Alleged Mismanagement and Waste of Funds at the Savannah River Site (SRS) OIG File No. 113RS006, complaint from Mr. Michael S. Milner, Department of Energy (DOE) Assistant Inspector General for Investigations, dated December 12, 2012, regarding alleged mismanagement and waste of funds while implementing the (b) (7)(E) at the SRS.

The Savannah River Operations Office (SR) has reviewed the facts relating to the allegations; performed an analysis of the project performance documents and the contract; and conducted interviews with the Savannah River Nuclear Solutions (SRNS) Chief Financial Officer, the Federal Project Director, and the SRNS Project Manager responsible for this deployment. The following background details and findings are provided based on this analysis and interviews.

The SR business system was contracted for (b) (7)(E)
(b) (7)(E)

(b) (7)(E) As implemented, the SR modernization project schedule was 50 percent shorter and cost 30 percent less than these benchmarks. The financial portion of the upgrade received an award for Management/Administrative Excellence from the DOE Chief Information Officer.

(b) (7)(E)

13-0140-C



However, (b) (7)(E)

(b) (7)(E)

Based on the Office of Environmental Management's (EM) analysis of the implementation of this project, the allegation that SRNS has wasted funds and mismanaged the implementation of the (b) (7)(E) is unsubstantiated. In addition, the project documentation indicate compliance with Office of Management and Budget guidelines and the Department's requirements and guidelines in the implementation of Information Technology projects of this scale and complexity.

EM does not intend to take any further action in regards to this allegation. If you have any questions, please feel free to contact me, at (202) 586-2003.

cc: Eric Adams, SR
Tim Harms, EM-63