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Description of document: Closing documents for thirty-one (31) Closed Amtrak Inspector General (OIG) investigations, 2016-2019

Requested date: 13-March-2020

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Source of document: Office of Inspector General
National Railroad Passenger Corporation
10 G St. NE, Suite 3W-300
Washington D.C., 20002
Attn: FOIA Request
Email: foia@amtrakoig.gov
Fax: (202) 906-4695 (Attn: FOIA Request)

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OFFICE of INSPECTOR GENERAL
NATIONAL RAILROAD PASSENGER CORPORATION

Via Electronic Mail

May 12, 2020

Re: Freedom of Information Act Request (Request ID 2020-OIG-002)

Amtrak's Office of the Inspector General (OIG) received your request for information made under the Freedom of Information Act (FOIA) on March 13, 2020 seeking,

"A copy of the final report, the report of investigation and/or closing memo, as applicable, for each of the following AMTRAK OIG closed investigations: IL-15-0232-O, IL-18-0004-HL-O, DC-16-0118-HL-O, IL-17-0288-HL-O, MA-17-0198-HL-O, CA-18-0007-O, CC-17-0389-O, DC-18-0008-HL-O, PA-17-0291-O, DC-17-0108-O, HQ-17-0040-O, PA-15-0504-HL-O, CA-17-0367-HL-O, DC-17-0328-O, CA-18-0284-HL-O, HQ-18-0302-O, DC-16-0066-HLO, IL-17-0072-HL-O, DC-18-0238-HL-P-O, DC-17-0375-HL-O, HQ-17-0338-O, CC-17-0368-HL-O, CA-17-0366-O, CA-19-0177-S, CA-18-0012-HL-O, IL-18-0395-O, HQ-19-0189-S, DC-19-0088-HL-O, IL-19-0249-HL-O, IL-19-0249-HL-O, IL-19-0457-S, and DC-19-0046-O."

In response, our office searched for records responsive to your request and found 31 reports of investigation or closing memos that met the criteria of your request. Case number "IL-19-0249-HL-O" was listed twice under your request. As a result, we are providing you 31 records, instead of the 32 records you sought under this request.

All reasonably segregable portions of these reports of investigation and closing memos are enclosed, while redacting certain information. The names, titles and other personal identifying information relating to suspects, witnesses, and sources have been withheld pursuant to FOIA Exemption 7(C).

Exemption 7(C) recognizes that law enforcement records are inherently more invasive of privacy than "personnel and medical files and similar files."¹ Named individuals have substantial interests in nondisclosure of their identities and connection to particular investigations. In fact, the case law has long recognized, either expressly or implicitly, that "'the mention of an individual's name in a law enforcement file will engender comment and speculation and carries a stigmatizing connotation.'"²

You have the right to file an administrative appeal within 90 days of the date of this letter. By filing an appeal, you preserve your rights under FOIA and give the OIG a chance to review and reconsider your request and the decision. A copy of your initial request, a copy of this letter, and your statement of circumstances, reasons, and arguments should accompany your letter of appeal. Please address your letter of appeal to:

National Railroad Passenger Corporation
Office of Inspector General
10 G Street, NE, 3W-300
Washington, D.C. 20001
ATTN: FOIA Appeal

If you would like to discuss our response before filing an appeal to attempt to resolve your dispute without going through the appeals process, you may contact our FOIA Public Liaison for assistance. If you are unable to resolve your FOIA dispute through our FOIA Public Liaison, the Office of Government Information Services (OGIS), the Federal FOIA Ombudsman's office, offers mediation services to help resolve disputes.

We have not assessed any charges to you for processing this request. If you have any questions concerning this response to your request, please contact me.

¹ See Cong. News Syndicate v. United States Dep't of Justice, 438 F. Supp. 538, 541 (D.D.C. 1977) ("[A]n individual whose name surfaces in connection with an investigation may, without more, become the subject of rumor and innuendo."); see also, e.g., Iglesias v. CIA, 525 F. Supp. 547, 562 (D.D.C. 1981).

² Fitzgibbon v. CIA, 911 F.2d 755, 767 (D.C. Cir. 1990) (quoting Branch v. FBI, 658 F. Supp. 204, 209 (D.D.C. 1987)); see also, Massey v. FBI, 3 F.3d 620, 624 (2d Cir. 1993) (same); Palacio v. United States Dep't of Justice, No. 00-1564, 2002 U.S. Dist. LEXIS 2198, at *9 (D.D.C. Feb. 11, 2002) (finding that release of individual's name in connection with criminal investigation may carry stigma and subject him to unnecessary public attention or harassment).

Sincerely,

Nadine Bennett

Nadine J. Bennett
Associate Counsel
National Railroad Passenger Corporation (Amtrak)
Office of Inspector General

Enclosures



Office of Investigations

Date: March 14, 2019

Case Number: CA-17-0366

Subject:

[REDACTED]
Carmen, Ops West SW Mech Ops WC/LA
Los Angeles, CA

Case Closing:

On August 22, 2017, [REDACTED] ([REDACTED] Amtrak Senior Engineer Track & Structures, contacted Senior Special Agent (SSA) [REDACTED] regarding an allegation of gross misconduct by Amtrak Sheet Metal Technician [REDACTED] ([REDACTED]). According to [REDACTED] [REDACTED] intentionally damaged a vital piece of equipment knowing that he would be called upon to repair the equipment and accrue overtime pay. Additionally, upon discovering that Amtrak Management officials were inquiring about the incident, [REDACTED] faked an injury and asked to be taken to the hospital.

Investigation:

The following interviews and activities were conducted relative to the investigation:

On August 21, 2017, [REDACTED] received a call from the Mechanical Department that the Wheel Truing Machine was broken. This piece of equipment is vital to Amtrak's operations. As such, this became an emergency request to repair the machine. [REDACTED] contacted [REDACTED] ([REDACTED]), Sheet Metal Technician Lead, and instructed him to dispatch the appropriate technician to repair the machine. According to [REDACTED] overtime pay was authorized for the repair.

[REDACTED] contacted [REDACTED] to repair the machine as [REDACTED] had been assigned to be available for any emergency response service during the week. [REDACTED] responded and repaired the machine. [REDACTED] incurred 6 hours of overtime pay and the cost of the replacement parts.

On August 22, 2017, [REDACTED] reported to [REDACTED] [REDACTED], and [REDACTED], Amtrak Engineering Department Management, that he had been approached by [REDACTED] the following day during which time [REDACTED] told [REDACTED] that he had tampered with the machine to force the overtime assignment and reap the benefit of the extra pay. [REDACTED] stated [REDACTED] had confessed to removing the key way piece from the machine and was awaiting to be called for the overtime assignment. [REDACTED] also stated that Amtrak Machinist [REDACTED] ([REDACTED] knew of [REDACTED] plan. Moreover, [REDACTED]

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allegedly told [REDACTED] "Anytime you want overtime, let me know. I can help you get overtime."

[REDACTED] reported [REDACTED] to Engineering Management officials because he did not want to be connected to the fraud.

[REDACTED] stated that [REDACTED] heard that employees were being questioned about the breakdown of the machine and the subsequent repair by [REDACTED]. On August 21, 2017, [REDACTED] reported to [REDACTED] that he had an arm injury. However, when questioned by [REDACTED] as to when and how the injury occurred, [REDACTED] did not have an answer other than he believed it was caused due to the "abuse" he was receiving while working at Amtrak. [REDACTED] subsequently began filling out the necessary paperwork for [REDACTED] to be taken for evaluation at ProActive Health Services. Soon thereafter, [REDACTED] changed his story and said he had been injured the night before while repairing the machine. Amtrak flagman [REDACTED] was present while [REDACTED] was repairing the machine. According to [REDACTED], [REDACTED] did not complain of any injuries while he was repairing the machine. [REDACTED] stated that [REDACTED] has a history of claiming suspicious injuries.

Interview

On September 18, 2017, [REDACTED] was interviewed at his residence regarding the Wheel Truing Machine. [REDACTED] stated he received a call on August 21, 2017 to come back to work as the machine was down. [REDACTED] had to repair a part called the keyway, a repair he stated usually takes an hour but in this case took longer as [REDACTED] repaired it by himself. Usually there are three to four repairmen present when repairing the keyway. He further stated the tools to repair the keyway are kept under lock and key.

[REDACTED] was asked if he intentionally broke the machine get overtime. [REDACTED] denied he did.

[REDACTED] was asked about comments he made to other employees that you can make your own overtime by breaking the machine. He commented it is just hearsay and that he does need the overtime.

[REDACTED] showed the interviewing agent an Amtrak form titled "Track Safety Briefing Sheet" dated August 21, 2017. The sheet shows a start time of 4:40 pm to repair the machine. [REDACTED] was off of work that day at 2:30 pm. He stated he received a call from [REDACTED], the lead for the sheet metal department to fix the WTM.

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Interview

Machinist [REDACTED] was interviewed on September 18, 2017 regarding the [REDACTED] matter. [REDACTED] stated he used the machine on August 20, 2017 and did not have any issue or problems with it. [REDACTED] used the machine after [REDACTED] had performed the basic maintenance (greasing) on it. [REDACTED] noticed the machine was acting "funny" on August 21, 2017. [REDACTED] worked on two wheels that day. The first wheel he noticed the machine was acting up a little bit, but when he worked on the second wheel the wheel started swinging a lot and was not working correctly.

Interview

Sheet Metal/local chairman [REDACTED] was interviewed on August 31, 2017. [REDACTED] is the [REDACTED] for the sheet metal workers in Los Angeles and Oakland. [REDACTED] contacted [REDACTED] on the morning of August 21, 2017 to let him know that the company was not giving him enough overtime and that he might do something to the machine. [REDACTED] stated this comment from [REDACTED] bothered him the more he thought about it. Around 3:30 that day, [REDACTED] was called by [REDACTED] supervisor. [REDACTED] told [REDACTED] the machine was down. [REDACTED] informed [REDACTED] that [REDACTED] is on call. [REDACTED] was called in that day to fix the machine by [REDACTED]

Hearings:

On February 14, 2019 and March 6, 2019, formal hearings were conducted by the Amtrak Office of Disciplinary Investigations. The hearing charged [REDACTED] with violating Amtrak's Values: Integrity, Trust, Honesty, Attending to Duties, Professional and Personal Conduct. The lead hearing officer confirmed the charges proven. [REDACTED] was terminated on March 14, 2019.

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Prepared By: Senior Special Agent [REDACTED]
Western Area Field Office
Amtrak Office of Inspector General
[REDACTED]

DISTR: File

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Office of Investigations

Date: July 26, 2018

Major Misconduct and General Crime

Case Number: CA-17-0367-HL-P

Case Title: [REDACTED], et. al.

Case Closing:

On September 5, 2017, this case was initiated to investigate potential overtime abuse at the Seattle Maintenance Facility. Amtrak Office of Inspector General received an anonymous complaint regarding rampant overtime abuse at the facility and named three individuals specifically. The complaint alleged that individuals were clocking in early, staying late, not clocking out when leaving for doctors' appointments, and breaking items to create the need for overtime among other things.

Investigation:

The following interviews and activities were conducted relative to the investigation:

Overtime hours were reviewed for [REDACTED], Amtrak Locomotive Technician, [REDACTED] Amtrak Coach Cleaner and [REDACTED] Amtrak Coach Cleaner from 2014-2017¹.

On December 6, 2017, [REDACTED] Amtrak General Foreman II was interviewed regarding hours of service restrictions and the likelihood of someone working two shifts in a row.

Timesheet reports were obtained for [REDACTED] for 2016 and 2017.

On May 9, 2018, [REDACTED] was interviewed regarding his immense amount of overtime hours. With respect to overtime, [REDACTED] stated that locomotive technicians always have more overtime, because locomotive technicians have more knowledge of the systems and can do more. [REDACTED] stated he always answers his phone and therefore gets a lot of overtime. Further, sometimes the foreman don't follow the Union list and simply call him, because they know he always answers his phone. [REDACTED] stated he only comes in to work when called.

¹ [REDACTED] and [REDACTED] were the three individuals specifically named in the letter.

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█████ stated there are several times when he would work 1st shift then 3rd shift and then go directly into his 1st shift. █████ stated he would end up working sixteen plus hours straight. █████ stated that the 3rd shift usually has a lot of availability because people get hurt and a lot of people don't want to work the 3rd shift. The 3rd shift also has less people, so there is more availability for overtime. █████ reiterated that he only comes to work when called and that he wants to make money, which is why he works so much overtime.

On July 10, 2018, █████ Amtrak General Foreman was interviewed relating to █████ overtime hours. █████ said he has definitely heard grumblings about overtime, specifically related to █████ █████ stated that █████ is the most relied upon for overtime because the foreman know he will answer the phone and the he's the most willing to show up or troubleshoot issues. █████ stated that many electricians will not even take the overtime phone call. █████ stated he would not be surprised that █████ worked two shifts in a row. █████ stated that he has not seen █████ come in early and stay late without working, █████ repeated that he has seen █████ here working. With respect to entering time in manually █████ stated it is because █████ is on the train to █████ If █████ is on the train, troubleshooting, he cannot clock in.

█████ stated that █████ has a history with the Union members because he makes them look bad. █████ stated that █████ is hard working and is working for upward mobility, which makes the other union members who never accept the overtime call look bad. █████ stated that █████ is definitely working and he is not surprised his overtime hours are so high.

On July 11, 2018, █████ Amtrak Coach Cleaner was interviewed relating to overtime. █████ stated that she sometimes works overtime, but is not looking for it. █████ stated she only works overtime when called or requested. █████ stated she does not arrive 2 hours early unless requested and does not stay 2 hours late. █████ did not know why anyone would have mentioned her with regards to overtime as she has not been working since March and does not have a lot of overtime hours. In 2017 █████ only had 7 hours of overtime.

On July 12, 2018, █████ Amtrak Coach Cleaner was interviewed regarding his overtime hours. █████ stated right now there is a shortage of coach cleaners. █████ stated that before there was approximately seven coach cleaners, however, right now two are out on injury leave and two positions were eliminated. █████ stated because they are down numbers on coach cleaners there may be more requests for overtime. █████ stated that sometimes he turns down overtime because he needs to rest. █████ stated that he usually is asked by the general foreman or approached by them with

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regards to overtime. [REDACTED] stated if he knows that the coach cleaners are shorthanded he will offer to help. [REDACTED] stated the overtime is offered to all the coach cleaners but some people do not want to take overtime. [REDACTED] stated that all overtime hours he has are accurate.

On July 10, 2018 and July 12, 2018, [REDACTED] Amtrak Secretary was interviewed relating to her knowledge of overtime at the [REDACTED] Maintenance Facility. [REDACTED] stated she was surprised to hear about [REDACTED] Amtrak Coach Cleaner regarding overtime. [REDACTED] stated [REDACTED] does not work overtime very often, only if the train is late and he is needed to help after. [REDACTED] equally stated that [REDACTED] Amtrak Coach Cleaner overtime complaint did not make a lot of sense. [REDACTED] stated she did not know much about [REDACTED] Amtrak Locomotive Technician with respect to overtime. [REDACTED] stated with respect to overtime that the general foreman are not going through the process with the Union and so not everyone is getting offered the overtime. [REDACTED] felt that the process was not fair because only certain people were getting offered the overtime.

On July 23, 2018, [REDACTED] Amtrak Locomotive Technician in [REDACTED] was telephonically interviewed. [REDACTED] did confirm that [REDACTED] is the only one that answers his phone. [REDACTED] stated there is a union list for the call out order, and [REDACTED] will always say yes to overtime if he can. [REDACTED] states he does try to follow the call out list and will give individuals 30 minutes to respond to a call or text.

Further, [REDACTED] stated that [REDACTED] gave his phone number to Burlington Santa Fe engineers, who operate the Sound Transit and told them if they run into issues to give him a call. When the Burlington Santa Fe engineers call [REDACTED] he charges Amtrak. [REDACTED] stated that he told [REDACTED] it has to go through a company officer before he is actually allowed to charge Amtrak, however [REDACTED] is not getting authorization. [REDACTED] told [REDACTED] that [REDACTED] gave him authorization. However, [REDACTED] stated when he asked [REDACTED] about the authorization, [REDACTED] was wishy washy as to whether he had given [REDACTED] authorization.

On July 26, 2018, [REDACTED] Amtrak [REDACTED] [REDACTED] was interviewed regarding the Sound Transit maintenance contract. [REDACTED] stated that the Sound Transit is operated by BNSF road crew and the equipment is owned by Sound Transit, but Amtrak has the maintenance contract. Amtrak performs the upkeep for the Sound Transit trainsets which includes coach cleaners, periodic maintenance, inspections, and any mechanical issues.

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It appears that concerns about overtime are related to the Union being non-responsive and not following appropriate procedures. As there is no further investigative activity to be completed, this matter is closed.

Prepared by: Special Agent [REDACTED]
Western Area Field Office
Amtrak Office of Inspector General
Los Angeles, CA
[REDACTED]

DISTR: File

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Office of Investigations

Date: April 3, 2018

Major Misconduct and General Crimes: Other Crimes

Case Number: CA-18-0007-O

Case Title: [REDACTED], et al
Los Angeles, CA

Case Closing:

On September 27, 2017, this case was initiated to investigate multiple wire transfers, totaling approximately \$73,967 into a joint bank account which [REDACTED] Amtrak Special Agent, Amtrak Police Department shares with his spouse, [REDACTED] from a London, England bank account in the name of [REDACTED]. Subsequently, funds in the amount of \$50,000 were wired from [REDACTED] jointly controlled account to an account in Pakistan, in the name of [REDACTED].

Investigation:

The following interviews and activities were conducted relative to the investigation:

On October 17, 2017 and October 24, 2017, the e-mails of [REDACTED] were reviewed.

On December 4, 2017, computer monitoring for [REDACTED] Amtrak computer was activated.

On January 2, 2018, [REDACTED] desktop folders and downloads was hashed and verified.

Throughout December 2017 and January and February 2018, [REDACTED] computer monitoring was reviewed. The review did not indicate anything of note.

On March 2, 2018, agents interviewed [REDACTED] relating to the multiple wire transfers, totaling approximately \$73,967. [REDACTED] stated that the wire transactions reflected proceeds from the sale of property in Pakistan by [REDACTED] mother to [REDACTED], her brother. [REDACTED] said that [REDACTED] then transferred the money to [REDACTED] joint account. [REDACTED] believed the money was split three ways, between [REDACTED] ([REDACTED] mother) and [REDACTED] sister. [REDACTED] believed [REDACTED] and [REDACTED] were both in Pakistan at the time of the sale. [REDACTED] at one point stated that the money was then sent to Pakistan for [REDACTED] sister's and [REDACTED] portion of the sale.

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█████ believed that he and Iram received 2 payments for the sale of the property in Pakistan. He recalled the amount being something around \$60,000. █████ believed they sent around the same amount out of their account to the other beneficiaries. █████ stated he would try to find the transactions through his bank account.

On March 7, 2018, █████ reported by e-mail that there were two transactions relating to his jointly held bank account concerning the sale of the Pakistan property; one a wire deposit into the account on June 1, 2015, in the amount of \$66,292.89 and then a wire transfer out of the account on July 3, 2015, in the amount \$66,300. █████ again stated that "it had to do with a sale and purchase of some kind of property in London or Pakistan." In the e-mail █████ reported that he was unable to get a bill of sale or any supporting documentation relating to the sale of the property.

OIG investigation yielded no evidence indicating any unlawful motivations concerning the wire transactions into and out of █████ jointly held bank account.

This case is closed.

Prepared by: Special Agent █████
Western Area Field Office
Amtrak Office of Inspector General
Los Angeles, CA
█████

DISTR: File

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Office of Investigations

Date: September 10, 2018

Case Number: CA-18-0284-HL-P

Case Title: [REDACTED]
Salt Lake City, UT

Investigative Activity: Case Closing

Predicate:

This case was initiated based on receipt of Amtrak OIG Hotline Submission #192, dated May 2, 2018, from an anonymous complainant regarding allegations of Fraud, Waste or Abuse against Amtrak Conductor/Salt Lake City (SLC) Crew Member (and [REDACTED]) [REDACTED]. Complainant alleged there was a long standing management policy between Reno, Nevada (RNO), and SLC management to notify outbound crews when trains arrive in Winnemucca, Nevada (WNN). Specifically, the conductor on the inbound train was to call the outbound conductor one hour before the train's anticipated arrival. Per this policy, the outbound crew was not required to be at the station until a reasonable time before the train's anticipated arrival. It was alleged that on March 29, 2018, [REDACTED] the inbound conductor, provided false information to Amtrak Conductor [REDACTED] (RNO crew member) about inbound Amtrak train [REDACTED]'s arrival into WNN that caused a delay. However, to the complainant's knowledge, Amtrak management did nothing.

The complaint further alleged that on April 5, 2018, [REDACTED] the inbound conductor from SLC to WNN on Amtrak Train [REDACTED], again deliberately caused delay of the outbound train from WNN to RNO by failing to provide advance notification of his train's arrival in WNN. No other crew member on board the inbound train made any effort to contact the outbound crew, Amtrak's Crew Management System (CMS), SLC or other management, or Union Pacific after the train's arrival in WNN. According to the complainant, the train sat for over 80 minutes before notification was received by the outbound crew via Amtrak CMS. The complaint alleged that Amtrak management pursued discipline of the RNO crew but not the SLC crew and then terminated the existing policy of conductors calling each other for notification at WNN.

The complainant also alleged there were rampant rumors among [REDACTED] direct co-workers that he was sleeping on duty, which the complainant thought could be the cause for [REDACTED] failure to make the proper notifications.

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Additionally, the complaint included documentation which appeared to indicate [REDACTED] was arrested on or about June 19, 2017, by the Mesa County Sheriff's Office for suspicion of harassment, domestic violence, menacing, and child abuse not causing injury or death in connection with an event occurring at an Amtrak away from home terminal (or lodging facility) in June 2017. Further, Mesa County Jail Records appear to show [REDACTED] was booked into jail on April 9, 2018, for the state charge of Menacing—Misdemeanor (13 C 18-3-206(1) M3 with a scheduled release on April 26, 2018.

Investigation

During the investigation, Reporting Senior Special Agent (RA) [REDACTED], Amtrak OIG, Western Area Field Office, interviewed or spoke with the following Amtrak personnel, among others: [REDACTED], System General Road Foreman, Safety Compliance and Training; [REDACTED], Superintendent of Operations and Customer Service (and former Trainmaster); [REDACTED], SLC Trainmaster; [REDACTED], Conductor; [REDACTED], Road Foreman/Trainmaster; and [REDACTED], [REDACTED], Human Capital (email). Additionally, the RA reviewed pertinent sections of the Amtrak Policy and Instruction Manual, Standards of Excellence, and various personnel documents/records. The RA also obtained Mesa County Jail Records and Grand Junction, Colorado, Police Department report.

Allegation that [REDACTED] Deliberately Delayed Train/Sleeping on Duty

The investigation revealed that there was a long standing practice for the RNO and SLC crews to call one another to advise of their estimated arrival into WNN between SLC and RNO. WNN had no facilities or protection from the elements except a canopy. The train was notoriously late getting to WNN, and the practice of calling the outbound crew had been generally accepted and in place for approximately 14 years under the previous management, all who have since retired.

As referenced in the predicate, there were two incidents occurring on March 29, 2018, and April 5, 2018, during which the inbound train was delayed, but the outbound RNO crew received a late notification or no notification of the train's late arrival. In the second instance on April 5, 2018, the RNO crew arrived late to the station and blamed the inbound conductor for failing to notify them. [REDACTED] the inbound conductor in both instances, told the OIG that because he was not required according to policy to notify the outbound crew of the train's arrival, he did not do so on April 5, 2018, and believed the outbound crew was responsible for reporting to duty as scheduled. [REDACTED] denied he was sleeping on duty.

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██████████ advised the OIG that the RNO outbound crew, ██████████ and ██████████ were interviewed and provided written statements (see 302s pertaining to interviews of ██████████ and ██████████ regarding their late arrival to the WNN station on April 5, 2018. It was determined that all three did not adjust their sign in (hours of service) or time tickets to reflect their late arrival at the station. According to ██████████ and ██████████ subsequently waived their right to a formal investigation of the matter and received letters of reprimand for falsifying their hours of service on their time tickets.

The RA obtained and reviewed the waivers and letters which indicated that each of the RNO crew named above was charged with falsifying their hours of service on their time tickets and accepted the discipline of formal Letters of Reprimand.

██████████ advised the OIG that management immediately put an end to the practice of the inbound crew calling the outbound crew. Further, ██████████ explained that willfully falsifying hours of service is a civil violation under the Federal Railroad Administration (49 CFR Part 228 – Hours of Service of Railroad Employees; Recordkeeping and Reporting).

The investigation did not substantiate that ██████████ deliberately delayed the train or was sleeping on duty.

Allegation that ██████████ was Arrested and Incarcerated

██████████ Admitted to Arrest and Incarceration

During his interview with the OIG on August 2, 2018, ██████████ explained that he had been arrested on June 17, 2017, due to an alcohol-related incident which occurred at an Amtrak away-from-home facility in Grand Junction, Colorado. ██████████ reported the incident to his former supervisor, ██████████ who retired in the fall of 2017. ██████████ told the OIG that he was convicted of menacing and sentenced to 30 days incarceration which was reduced to 17 days. (Mesa County Sheriff's Office and Grand Junction (Colorado) Police Department records obtained by the RA confirm the arrest and criminal conviction and are in the case file.) ██████████ used his accrued vacation time to complete his sentence in April 2018. At the time of his arrest in 2017, ██████████ waived his right to an Amtrak investigation and entered into the Amtrak Alcohol and Drug Waiver Agreement. ██████████ advised the OIG that he subsequently completed a treatment program and maintained contact for continuing care with Amtrak EAP Counselor ██████████ for whom he provided contact information, under the

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conditions of the agreement, a copy of which is in the case file. The Notice of Formal Investigation and Drug and Alcohol-Free Workplace policy are also in the case file.

██████ told the OIG that he received confirmation from the treatment provider that ██████ completed the treatment program, and he was cleared to return to work by EAP. ██████ advised that ██████ successfully completed the program, is currently under a continuing care plan, and is fully compliant with all the requirements of the waiver agreement.

Violation of Amtrak Policy and Instruction Manual and Standards of Excellence

Amtrak Policy and Instruction Manual Number 7.40.3, Employee and Independent Contractor Background Check, Section 6.6, states in part:

If an individual is convicted of a crime while he/she is an Amtrak employee or Independent Contractor, he/she shall report any such criminal conviction to Human Capital within three (3) business days after the conviction. Within ten (10) days after receiving the report, Human Capital shall, in consultation with the affected operational department, determine the appropriate employment or contract action, if any, in accordance with Section 5.2 of this Policy.

Additionally, the Amtrak Policy and Instruction Manual Number 7.3.4, Drug and Alcohol-Free Workplace Policy, Section 4.1, states in part:

Prohibitions: The following prohibitions apply to all Amtrak employees, contractors and volunteers whenever they are working on or off Amtrak premises; in company supplied lodging, operating an Amtrak vehicle or piece of equipment (or their own vehicle in furtherance of Amtrak business); commuting on rail pass privileges to and from work; and while wearing an Amtrak uniform or lanyard:

- a) The manufacture, distribution, dispensing, sale, possession, use or presence in the body of illicit drugs or alcohol.*

The RA contacted Human Capital to determine whether it received notification of ██████ criminal conviction, and it had not. While there was some confusion regarding whether ██████ was required to report the conviction since it was not a state action involving a drug and alcohol conviction against his driver license (since that would affect his annual certification), the above Amtrak policy required ██████ to report his criminal conviction to Human Capital regardless.

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Although [REDACTED] immediately reported his arrest to his former supervisor ([REDACTED]) in June 2017 and subsequently reported his impending incarceration in April 2018 to his current supervisor, [REDACTED] [REDACTED] failed to make the required notification to Human Capital in violation of Amtrak policy. Additionally, upon notification by [REDACTED] to [REDACTED] of the criminal conviction, [REDACTED] failed to notify Human Capital of [REDACTED] criminal conviction. [REDACTED] told the OIG he did not ask [REDACTED] about his impending incarceration and stated that he believed as long as [REDACTED] had the available vacation time and his work schedule was not impacted, he ([REDACTED]) did not think it was necessary to report [REDACTED] impending incarceration or do anything further.

Amtrak Human Capital [REDACTED] advised the RA the onus was on the employee to report the criminal conviction to Human Capital. Amtrak Superintendent of Operations and Customer Support (and former Trainmaster) [REDACTED] [REDACTED] explained that corporate policy outlined in the Amtrak Policy and Instruction Manual Number 7.40.3, Employee and Independent Contractor Background Check, may not be widely known by employees; however, that did not negate their responsibility to comply.

[REDACTED] further violated Amtrak's Standards of Excellence, Alcohol and Drugs and Professional and Personal Conduct, for use and possession of alcohol while on Amtrak property and failing to comply with all company and departmental policies, respectively.

[REDACTED] told the OIG he was subsequently stripped of his position as a union official, which he had held for 6+ years, due to his criminal conviction. [REDACTED] believed that [REDACTED] reported the arrest/conviction to the union. Subsequently, [REDACTED] filed an Amtrak Helpline Report # [REDACTED], dated May 8, 2018, which detailed the delay of train incident on April 5, 2018, involving the RNO relief crew. [REDACTED] alleged the RNO relief crew became hostile and threatening toward him. The report also included statements taken from [REDACTED] and Amtrak Conductor [REDACTED] (witness), and an email from [REDACTED]

The investigation substantiated that [REDACTED] was arrested and incarcerated pursuant to a criminal conviction. However, in lieu of a formal investigation and discipline, [REDACTED] entered into the Amtrak Alcohol and Drug Waiver Agreement, and the matter was adjudicated administratively. Although [REDACTED] failed to notify Human Capital of his criminal conviction within 3 days or at all, in violation of Amtrak policy and the Amtrak Standards of Excellence, [REDACTED] notified his supervisor, [REDACTED] of his pending incarceration prior to serving his sentence in April 2018.

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Los Angeles, CA
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Office of Investigations

Date: April 9, 2019

Case Number: CA-19-0177-S

Case Title:

[REDACTED]

Salinas, CA

Investigative Activity: Case Closing

Predicate

On February 4, 2019, the Reporting Agent (RA) received information from Amtrak [REDACTED] [REDACTED] relating to potential misconduct by Salinas Station Customer Service Representative/Ticket Agent [REDACTED] [REDACTED] received a passenger record (PNR) from Revenue Management that indicated oddities in the reservation, and she was asked to look into the matter. The PNR (# [REDACTED]) had a modification to the hold limit date, was manually priced, and the last name on the reservation was the same as the ticket agent who created the PNR [REDACTED]. [REDACTED] spoke briefly to [REDACTED] who stated that the passengers were advised of a price by the reservations office so he honored that price by making a manual price adjustment in the fare of \$2679.40 to \$1479.00, a difference of approximately \$1200. The RA spoke with [REDACTED] who further confirmed that [REDACTED] did not provide documentation or approval for the manual price adjustment, nor did he confirm the price with the reservation office. Additionally, [REDACTED] told [REDACTED] he did not know or was not related to the passengers, [REDACTED] and [REDACTED]. After [REDACTED] spoke with [REDACTED] his cell phone number ([REDACTED]), which had been on the PNR in question, was removed.

Investigation

During the investigation, the OIG interviewed [REDACTED] The RA also obtained and reviewed STARS queries which revealed additional manual price adjustments by [REDACTED] for records related to [REDACTED] and [REDACTED]. Additionally, the RA

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conducted a query of CLEAR and determined that [REDACTED] and [REDACTED] were associated with employee [REDACTED] through telephone number [REDACTED] and two addresses, [REDACTED], and [REDACTED].

Allegations that [REDACTED] Manually Priced Tickets for Family Members and Lied to His Supervisor

The RA reviewed the PNR information which [REDACTED] provided and requested assistance from OIG Headquarters staff to conduct additional queries of transactions by [REDACTED] (ticket agent # [REDACTED]) in the name of [REDACTED] and/or [REDACTED] that had been manually priced. OIG Headquarters staff provided the RA with STARS queries that revealed a total of five PNRs, including the initial PNR, meeting the above criteria.

During the investigation, the OIG interviewed [REDACTED] who subsequently admitted he told [REDACTED] he did not know or was not related to the passengers ([REDACTED] [REDACTED] for whom he had made the manual price adjustment on PNR # [REDACTED]. When asked why he lied, [REDACTED] told the OIG that he was afraid and later acknowledged it was a conflict of interest for him to provide the discounted pricing for his parents.

The OIG also questioned [REDACTED] about the four other records for [REDACTED] [REDACTED] that he had manually priced. [REDACTED] recalled one of the four (PNR # [REDACTED] to Salem), which should have been \$2038.80 but was priced at \$1110.80, and admitted he had manually priced it, along with the initial PNR, and knew they were for his parents. Regarding the remaining PNRs that had not been ticketed, [REDACTED] stated he could not recall specifics but did not deny what the PNRs reflected. [REDACTED] admitted he manually priced tickets for his parents no more than five times.

Amtrak Policy

Amtrak's Standards of Excellence, Trust and Honesty, and Attending to Duties, reads in part as follows:

"Every productive employment relationship requires that the employee and his/her employer trust one another. So it is at Amtrak. When you become part of our company, we place trust in

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you. In turn, you must conduct yourself honestly and in a way that reflects credit upon Amtrak. Because honesty is so important to trust and our ability to work together as a team, Amtrak has no tolerance for employees who are dishonest."

"Amtrak's success depends on using all available resources in the most efficient and product way possible. As an Amtrak employee and, therefore, the company's most important resource, you have an obligation to perform your duties properly and in accordance with the standards set for your particular job. This requires that you remain alert to your duties at all times. Any activity or behavior that distracts or prevents you or others from attending to duties is unacceptable."

Amtrak's Reservation, Ticketing Passenger Service and Station Policies, Fares, Discounts and Promotions, Adjustments to Fares, reads in part as follows:

"Reserved Tickets will be sold at fares in effect on the date reservations were confirmed. If reservations are not changed, the original fare is protected against any additional collection should the published fare subsequently increase. Unchanged reservations will also be protected against...New passengers added to an existing PNR would be regarded as a new reservation and would be subject to the new higher fare. If lower rail passage fare is available after the reservation is made but prior to start of travel, reservation may be repriced at lower fare."

The OIG investigation determined that [REDACTED] violated the above policies when he:

- manually adjusted ticket prices for passengers [REDACTED] and [REDACTED] (his parents) without authorization for the benefit and financial gain of family members, and
- lied to his supervisor, [REDACTED] when she asked whether he knew or was related to passengers [REDACTED] and [REDACTED] (his parents).

[REDACTED] also violated Amtrak's Employee Code of Ethics and Business Conduct policy when he conducted transactions involving family members.

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Administrative Hearing

On March 29, 2019, in Salinas, CA, the RA participated in the administrative hearing for [REDACTED] in which he was charged with violating Amtrak's Standards of Excellence (Trust and Honesty and Attending to Duties), and Reservation Ticketing Passenger Services and Station Policies, Fares, Discounts and Promotions, and Adjustment to Fares.

On April 5, 2019, the hearing officer found that the evidence and testimony presented at the hearing substantiated that [REDACTED] violated the above-cited policies, and the charges were proven. The assessed discipline was termination.

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Case Number: CC-17-0389-P

April 10, 2018

Subject: Compromise of Amtrak Email Accounts

Activity: Case Closing

On April 10, 2018 Special Agent [REDACTED], Digital Investigations Unit (DIU), Amtrak OIG, Washington, DC closed this case within AIMS. During the investigation, SA [REDACTED] and Forensic Examiner [REDACTED], DIU, Amtrak OIG, Washington, DC reviewed information provided by Amtrak IT that detailed compromises to Amtrak systems via phishing. Attacks were conducted via Portable Document Format (PDF) files embedded with links and DocuSign emails in order to obtain user passwords. From there an attacker would log into the compromised account and target the largest recipient emails and reply all with links in an attempt to compromise more accounts.

In an interview with [REDACTED], [REDACTED] IT Security Analyst, Washington DC, he stated that the attacks were remediated by resetting the user's password upon discovering that the accounts were compromised and educating the user on safe links. [REDACTED] informed us that there have been a few system changes that have helped to remediate this attack vector. There is data classification policy within Amtrak to tag sensitive data to prevent it from being sent externally. In addition, [REDACTED] is not setup. It was also discovered that there is no [REDACTED].

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Office of Investigations

Date: October 16, 2018

Major Misconduct and General Crimes: Other Crimes

Case Number: DC-16-0066-HL-O

Case Title: [REDACTED], et al
Washington, DC

Case Closing:

This investigation was initiated on November 24, 2015, upon the receipt of an allegation of a possible conflict of interest concerning the awarding of a contract by the Amtrak Police Department (APD) to ABS Consulting (ABS), Arlington, Virginia, to provide counter-terrorism, law enforcement and rail specific training courses for the APD under the RAILSAFE program. The contract was approved by [REDACTED]. It was alleged by a source, claiming confidentiality, that [REDACTED] and [REDACTED] ABS Senior Director, [REDACTED] were romantically involved and cohabitated.

This investigation was initiated to determine whether [REDACTED] and [REDACTED] actions regarding the procurement of the RAILSAFE contract involving APD and ABS were unethical and/or illegal. Specifically, the investigation intended to identify the nature of the personal and financial relationship between [REDACTED] and [REDACTED] and to determine whether [REDACTED] failed to timely and fully disclose the nature of their relationship, in violation of Amtrak's Ethical Conduct and Conflict of Interest Policy (1.3.6). The investigation intended also to determine whether [REDACTED] failed to timely and fully disclose the nature of his relationship with [REDACTED] in violation of the terms of the RAILSAFE Training contract.

Investigation:

The OIG investigation consisted of reviews of documents, including contract documents; Amtrak and ABS internal e-mail communications; financial records and public source data; and witness and subject interviews. The OIG investigation determined the following:

[REDACTED] was [REDACTED] in December 2012. [REDACTED] began employment with ABS in January 2009 and was ABS' Senior Director, [REDACTED], at the time of the bidding process leading to the awarding of the RAILSAFE Training Contract (contract) by APD on May 8, 2014. The RAILSAFE

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training was intended to provide information and familiarity with the railroad environment to APD law enforcement partners that supplement APD in operations and emergencies. The contract, No. [REDACTED], was funded by a Department of Homeland Security (DHS) grant and was initially agreed to in the amount of [REDACTED]. A change order in October 2015, extending the training to 10 additional cities, increased the value of the contract by [REDACTED], resulting in a total contract value of [REDACTED]. [REDACTED] was named the ABS [REDACTED] for the contract and was the primary ABS point of contact for APD and Amtrak procurement regarding the contract.

Personal and Financial Relationship between [REDACTED] and [REDACTED]

[REDACTED] and [REDACTED] maintain residential apartments in the same building at [REDACTED]. Additionally, [REDACTED] and [REDACTED] are co-owners of a condominium in [REDACTED]. A query of the [REDACTED] Recorder of Deeds revealed that [REDACTED] and [REDACTED] co-own the property and also identified [REDACTED] and [REDACTED] as tenants in common, according to a deed dated October 4, 2006.

The [REDACTED] query also revealed two mortgages associated with the property co-owned by [REDACTED] and [REDACTED]. One mortgage, dated October 17, 2006, identifies [REDACTED] and [REDACTED] as the borrowers. A satisfaction of the mortgage is dated May 31, 2010. A second mortgage on the property was obtained from Wells Fargo, dated September 16, 2013 and remained open as of the February 22, 2016 OIG query, in the amount of \$212,000. The second mortgage also identifies [REDACTED] and [REDACTED] as joint borrowers.

The OIG's query further revealed that the [REDACTED] Finance Department addressed a property tax invoice for the period July 1, 2015 through June 30, 2016, regarding the condominium to the attention of [REDACTED] and [REDACTED]. Similarly, a sewer and water assessment regarding the property was addressed to the attention of [REDACTED] and [REDACTED] as well.

In a voluntary interview, [REDACTED] told the OIG that she has known [REDACTED] since 2004 and that the two have, what [REDACTED] termed, a "close personal relationship." [REDACTED] said that she and [REDACTED] have dinners together on the weekend and that [REDACTED] sometimes cooks for [REDACTED] or [REDACTED] may cook for [REDACTED]. [REDACTED] said that she and [REDACTED] enjoy social outings together, such as attending baseball games. [REDACTED] said that the two also communicate with each other via e-mail. [REDACTED] acknowledged that she and [REDACTED] co-own a condominium in [REDACTED]. [REDACTED] said that she paid for her share of the property in 2006.

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Colleagues of [REDACTED] at Amtrak, interviewed by the OIG, have said that they know [REDACTED] and [REDACTED] to be in an amorous relationship. For example, [REDACTED] who worked for [REDACTED] at the [REDACTED] and was recruited by [REDACTED] to work for her at Amtrak, told the OIG that [REDACTED] and [REDACTED] were in a relationship and that [REDACTED] referred to [REDACTED] as her "boyfriend." Also, former Amtrak [REDACTED] told the OIG that [REDACTED] approached him after learning of the OIG investigation and told him that she and [REDACTED] had been in a relationship. In multiple Amtrak e-mail communications reviewed by the OIG, [REDACTED] has described [REDACTED] to colleagues as her "boyfriend" during the period preceding and following the awarding of the contract.

DHS Grant and RAILS SAFE Contract Process/Pre-Decisional Communications between [REDACTED] and [REDACTED]

The procurement phase of the contract was initiated in January 2014 with the development of a Statement of Work (SOW) and a Request for Proposal (RFP), created with input from [REDACTED]

[REDACTED] was tasked by [REDACTED] with duties as the Contracting Officer's Technical Representative for the contract. Amtrak Procurement Officer, [REDACTED] was assigned the matter by his procurement supervisors. [REDACTED] has no association with [REDACTED] or [REDACTED]

In approximately February 2014, [REDACTED] sent the RFP out to several potential bidders. At that time, Amtrak's procurement policy required the public posting of RFPs for contracts in excess of \$1 million. This RFP was not posted publicly, given its amount. In accordance with the company's procurement policy, [REDACTED] then requested that [REDACTED] provide him with a list of several potential vendors to which the RFP could be forwarded.

On February 21, 2014, [REDACTED] sent an e-mail message from her Amtrak account to [REDACTED] of the Transportation Security Administration, seeking recommendations for vendors to whom the RFP might be forwarded. In a reply e-mail of the same date, [REDACTED] who knew [REDACTED] and [REDACTED] dated for some time, provided [REDACTED] several recommendations, including ABS as his final recommendation, writing, "...perhaps ABS, but... ;)." [REDACTED] said that she consulted with [REDACTED] regarding potential RAILS SAFE vendors because she wanted the input of someone who would know appropriate companies to which the RFP might be directed. [REDACTED] said she attached no significance to the ";" punctuation on [REDACTED] reply e-mail to her, attributing it to grammatical error. However, [REDACTED] said that the meaning of the emoticon was to make note of a conflict and provide [REDACTED] with a warning.

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█████ then forwarded █████ recommendations to █████ who, in a February 24, 2014 e-mail message to █████ listed three recommended vendors, including ABS, and identified █████ as the ABS point of contact. █████ thereafter forwarded the RFP to █████ █████ told the OIG that, despite her personal relationship with █████ and their regular communication and socialization, she and █████ “never” discussed the contract during the procurement phase – except on one occasion in approximately February 2014 when █████ informed █████ that he had obtained the RFP and he was putting in for the contract.

Among other facts suggesting they colluded during the procurement phase, we found evidence that █████ provided █████ pre-decisional internal sensitive documents.

On May 21, 2013, DHS initiated the solicitation period for the Fiscal Year 2013 Intercity Passenger Rail (IPR) Grant, by which Amtrak was entitled to make application to DHS for a non-competitive grant in the amount of █████ to finance Amtrak’s transportation infrastructure and security activities. The deadline for submission of an investment justification by Amtrak to DHS was set for June 24, 2013. In the beginning of June 2013, █████ and Amtrak colleagues, including personnel from Amtrak’s Office of Emergency Management and Corporate Security (EM&CS), negotiated the splitting of the anticipated DHS grant money equally between APD and EM&CS, with each to receive over █████. █████ thereupon instructed subordinates at APD, including █████ to draft a proposal for submission to DHS whereby a portion of APD’s share would be allocated to hiring a contractor to develop and deliver RAILSAFE safety training for APD’s law enforcement partners. █████ participated personally in the wording of the proposal.

On June 10, 2013, █████ then forwarded the proposal, contained an internal Amtrak document entitled, “National Railroad Passenger Corporation Proposed List of Projects for the Department of Homeland Security (DHS) 2013 Intercity Passenger Rail Security Grant Program,” to █████ ABS e-mail account, █████, via her Amtrak e-mail account, █████, in an e-mail message entitled “FW: Amtrak 2013 Project Concept List.” █████ sent the e-mail to █████ at 8:14 PM using her iPhone.

The document identified the pending availability of DHS 2013 Intercity Passenger Rail Security Grant Program money to “contract a vendor to assist Amtrak in developing a strategic and operational plan for RAILSAFE including training protocols for transit and law enforcement involving rail equipment and rail evacuations.” █████ had received the finalized document only 20 minutes earlier, via e-mail message from Amtrak Grants Administration Senior Director █████ █████ was one of several Amtrak senior officials copied on █████ e-mail message, which was directed to DHS officials

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[REDACTED] of the Federal Emergency Management Agency and [REDACTED] of the Transportation Security Administration, as primary recipients. In his message, [REDACTED] advised [REDACTED] and [REDACTED] "I am attaching for your review the list of project concepts provided by the Amtrak Emergency Management and Corporate Security Department and APD. They are in the midst of drafting investment justifications, so I don't yet have the high level budget numbers for each project and program, but I wanted to share the project concept narratives in case you had any feedback that would be relevant as the application planning progresses..." [REDACTED] forwarded [REDACTED] entire message content along with the attachment to [REDACTED] without additional comment. [REDACTED] did not forward the message to anyone else outside of Amtrak.

Eleven days after [REDACTED] sent the proposed project list to [REDACTED] Amtrak made application for the DHS grant. The application included an investment justification for the expenditure of [REDACTED] for APD to hire a contractor to develop and deliver RAILS SAFE training to APD law enforcement partners. Amtrak was awarded the funding in the autumn of 2013.

A Technical Evaluation Committee (TEC), made up of APD officers under [REDACTED] command, evaluated and scored the proposals submitted by the bidders, with ABS edging out the second bidder. In an April 15, 2014 e-mail, [REDACTED] advised [REDACTED] that the TEC had recommended awarding the contract to ABS and that ABS' pricing was lower than that of the sole competing bidder. [REDACTED] replied to [REDACTED] indicating her intent to endorse the award to ABS. On April 16, 2014, [REDACTED] authorized the obligation of additional funds for the RAILS SAFE contract, which permitted the contract to be awarded to ABS.

On April 15, 2014, [REDACTED] sent an e-mail to Amtrak [REDACTED], [REDACTED] stating, "I just learned I know the bidder at ABS Consulting." [REDACTED] who at that time had been recently assigned the duties of [REDACTED], replied, "[REDACTED] as we discussed, I do not see an issue moving forward with this purchase request."

[REDACTED] told the OIG that in the period after she sent the e-mail to [REDACTED] and before [REDACTED] replied, she had a telephone conversation with [REDACTED] in which she told [REDACTED] that she has a "close personal relationship" with [REDACTED]. [REDACTED] told the OIG that he has no recollection of the conversation but that, if [REDACTED] had told him that she had a "close personal relationship" with [REDACTED] that would have been something that he would have referred to the Amtrak Law department.

[REDACTED] told the OIG that she did not believe it necessary to disclose her "close personal relationship" with [REDACTED] to [REDACTED] at the point that she became aware that [REDACTED] had obtained the RFP and was putting in for the contract in February 2014.

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[REDACTED] did not disclose her co-ownership of the [REDACTED] condominium with [REDACTED] to [REDACTED]

In an annual Certificate of Compliance Disclosure (CoC), filed on or about November 14, 2014, filed with the Amtrak Chief Human Capital Officer, [REDACTED] identified [REDACTED] as ABS Consulting Senior Director [REDACTED], indicating that [REDACTED] is a "close personal friend." In [REDACTED] 2015 CoC, [REDACTED] identified [REDACTED] as a "friend" who is the ABS Consulting Senior Director for [REDACTED], indicating that [REDACTED] "does business with Amtrak."

Amtrak [REDACTED] told the OIG that both [REDACTED] and [REDACTED] had a duty to disclose to his office, at the earliest possible instance, the existence of a potential conflict of interest, including having, for example, a "close personal relationship," and the co-ownership of real property. [REDACTED] said that it appeared to him, based upon the relationship and the common property interest, that there existed an actual conflict of interest with respect to the contract. [REDACTED] said that had there been a timely and complete disclosure of such conflict, ABS would likely have been removed from the list of eligible vendors. [REDACTED] explained that there would have been no meaningful remedy in the recusal of [REDACTED] from the process because [REDACTED] is the [REDACTED] and there would have been no available substitute for [REDACTED]. [REDACTED] advised the OIG that on June 17, 2017, Amtrak had placed a "total block" on ABS.

ABS terminated [REDACTED] employment on September 8, 2016, citing [REDACTED] failure to comply with ABS policy regarding conflicts of interest for neglecting to advise his supervisors of his actual or potential conflict of interest with [REDACTED]

[REDACTED] retired from Amtrak effective [REDACTED].

Criminal prosecution of ABS, [REDACTED] and [REDACTED] was declined by the United States Attorney's Office (USAO), District of Columbia (DC) on May 31, 2017.

The USAO DC Civil Division accepted the matter for a civil false claims action based upon ABS' alleged violation of contractual conflict of interest prohibition and, on May 11, 2018, ABS agreed to settle [REDACTED] our investigation substantiated, through our investigative work products, the facts and allegations discussed in the settlement agreement.

This case is closed.

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Prepared by: Special Agent-in-Charge [REDACTED]
Western Area Field Office
Amtrak Office of Inspector General
Los Angeles, CA
[REDACTED]

DISTR: File

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Case Number: IL-15-0094-HL-O

February 28, 2017

Subject(s): [REDACTED] et al.

Case Closing:

This report presents the results of our investigation into allegations that [REDACTED] Road Foreman II, Transportation Department, Chicago, Illinois, violated Amtrak (the company) policy by failing to disclose prior felony convictions on his applications for employment with the company, and that, after resigning from the company, he was inappropriately rehired into a supervisory position based on personal friendships, or “cronyism” as the allegation terms it, involving [REDACTED]; [REDACTED]; and [REDACTED], Long Distance Services, Business Development. It also addresses allegations that our office (OIG) and the company did not appropriately review and investigate the complainant’s allegations.

Why We Conducted the Investigation

Since 2015, and as recently as July 2017, our office has received numerous complaints filed by [REDACTED] former Amtrak conductor, alleging misconduct by company officials, including [REDACTED] [REDACTED] and [REDACTED]¹. [REDACTED] has filed similar complaints with company officials, the Council of the Inspectors General on Integrity and Efficiency (CIGIE), and U.S. Senator, Deb Fischer. Throughout these complaints, [REDACTED] also raises concerns that neither our office nor the company has been responsive to his concerns.

After assessing the complaint and relevant company policies, we opened an investigation to determine whether [REDACTED] hiring involved any misconduct or if company officials acted inappropriately. While this initial investigation closed without substantiating the original allegation related to his hiring, we opened a second investigation to re-examine our initial determination. Furthermore, we expanded the second investigation to review multiple other allegations that were raised throughout our investigation to determine the validity of those complaints.

The Activities We Conducted

To conduct the investigation, we took the following actions:

¹ On February 2, 2018, [REDACTED] voluntarily separated/retired from the company.

- Interviewed the complainant
- Interviewed [REDACTED]
- Reviewed relevant employee files
- Reviewed applicable policies
- Interviewed employee witnesses, including personnel from the Transportation, Human Resources, and Law departments

The Results of the Investigation

We found no policy violations with respect to the rehiring of [REDACTED] nor did we identify any policy violations involving [REDACTED] [REDACTED] or [REDACTED] in connection with the rehiring of [REDACTED]

We also conclude that the company acted appropriately in reviewing and investigating the complainant's allegations concerning [REDACTED] rehiring. In addition, we believe the company was responsive to the complainant.² Further, we did not find any merit in the other allegations and complaints that were raised throughout our investigation.

Finally, in regards to the investigation that was conducted by the Amtrak Office of Inspector General (OIG), our office investigated the initial complaint and those that were subsequently brought to our attention. However, many of these complaints were found to be unsubstantiated. The OIG is committed to thoroughly reviewing and investigating all complaints of waste, fraud, and abuse. As demonstrated in Appendix A, we investigated these matters in accordance with our mandate under the Inspector General Act. As a result, we maintain we were extremely responsive to these complaints, but as an independent, investigative body, it would be inappropriate for our office to update the complainant on the details of our investigation.

APPENDIX A INVESTIGATIVE RESULTS

[REDACTED] began working for the company as a Locomotive Engineer in July 1986 until he resigned in October 1999 to work for a local commuter railroad. In November 1999, [REDACTED] submitted an application for rehire with the company and was

² Of note, we found that on May 19, 2015, the Human Resources department (then Human Capital) attempted to contact the complainant to further inquire about allegations he mailed on March 10, 2015 to then-CEO, Joseph Boardman, and [REDACTED] and [REDACTED]. The complainant did not respond. Human Resources followed up with written correspondence to the complainant on June 19, 2015, informing him that the department conducted a thorough investigation and did not uncover sufficient evidence to establish that any company policy was violated. Again, the complainant did not respond.

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rehired on April 1, 2000, as a Road Foreman. In February 2008, he again resigned to work for the local commuter railroad. In October 2013, [REDACTED] submitted another application for rehire with the company and was rehired in February 2014 as a supervisory Road Foreman-Trainer. On January 1, 2018, he elected to take the Voluntary Separation Incentive Program (VSIP).

[REDACTED] has been with the company since 1976 and is the [REDACTED] of Long Distance Services, Business Development, but at times material to this investigation, he served as Senior [REDACTED] and General Manager, Long Distance Operations, Central Region. [REDACTED] retired on January 1, 2018.

[REDACTED] has been with the company since March 1993 and is the [REDACTED], but at times material to this investigation, served as the [REDACTED], and reported to [REDACTED]. Currently, [REDACTED] is serving as the [REDACTED] Mechanical Officer, Yards & Terminals Operations, and reports directly to [REDACTED].

[REDACTED] was the [REDACTED], from November 2013 until May 2016, when he was terminated following the issuance of our report of an investigation into [REDACTED] and one of his subordinates, [REDACTED] for violations of company policies relating to [REDACTED] relocation expenses.³ Our investigation revealed that [REDACTED] violated these company policies with [REDACTED] knowledge. [REDACTED] was reinstated by the company later that month as a Passenger Engineer—an agreement position—then promoted to [REDACTED], Road Operations, in [REDACTED], in July 2017.

The Complaints

Initial complaint. Our office received a written complaint dated March 17, 2015, alleging that, in 2014, [REDACTED] was rehired to a supervisory position despite having multiple felony convictions. The complaint alleged that this was the result of “cronyism” involving [REDACTED] and [REDACTED] and that they circumvented or interfered with the company’s hiring protocol to secure employment for [REDACTED]. It also stated that the complainant sent [REDACTED] a complaint in March 2014 stating that he was subjected to workplace intimidation and harassment based on the hiring of [REDACTED] and that he received no response from [REDACTED] or anyone else in the company. The complaint also stated that, in January 2015, he sent a complaint about [REDACTED] to [REDACTED] but received no response.

³ See, Amtrak OIG Investigative Report: [REDACTED], Assistant Superintendent Chicago Terminal, Transportation Department; [REDACTED], Superintendent of Operations, Transportation Department, Chicago, Illinois (OIG-I-2016-520).

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Our preliminary review disclosed that [REDACTED] was convicted of Grand Larceny and Burglary of an automobile in 1980 and that, in 1986, when he was initially hired, and in 1999, when he was rehired, he did not disclose this conviction in response to the questions on his employment applications asking about prior arrests and convictions.

On March 27, 2015, we opened an investigation to look into these allegations. During our investigation, we reviewed [REDACTED] criminal history record and learned that, in 2012, [REDACTED] received a full, complete, and unconditional gubernatorial pardon from the State of Mississippi. We also confirmed this through state records in the State of Mississippi. We also learned that, when [REDACTED] applied to be rehired in October 2013, the application did not ask about prior arrests or convictions, but [REDACTED] disclosed his convictions and pardon during his pre-employment background investigation, which was completed in February 2014. We also learned that [REDACTED] reported the conviction verbally to [REDACTED] who, along with [REDACTED] participated in [REDACTED] rehiring. We also determined the crimes for which [REDACTED] was charged are neither permanent nor interim disqualifying felonies as set forth in the company's Employee and Independent Contractor Background Check policy (7.40.1) that was in place at the time of his most recent rehiring.

On April 6, 2015, we closed the initial investigation as unsubstantiated. On February 16, 2016, the complainant contacted our office to inquire about the status of his 2015 complaint. On March 23, 2016, we verbally informed the complainant that, based on our investigation, we determined his allegations were unsubstantiated, and on March 29, 2016, we followed with written correspondence to the complainant.

Additional complaints. The complainant also filed complaints with similar, as well as new, allegations with our office, CIGIE, and U.S. Senator, Deb Fischer. Consequently, on January 29, 2016, we opened a second investigation to review the additional complaints. They include the following:

- **July 7, 2015.** The complainant sent CIGIE written correspondence alleging that our office violated its mandate to properly investigate his report of misconduct by company officials. The complainant reiterated that [REDACTED] was rehired in 2014 with the company's knowledge that he had falsified his original employment application and was not eligible for employment. The complainant also alleged that our office may have obstructed government operations in violation of federal law by failing to pursue cases against these individuals. The complainant also noted, "Imagine the public and congressional outcry if [REDACTED] was, in anyway [*sic*] whatsoever, involved in training, certifying, or qualifying the engineer involved in the May 12, 2015 fatal derailment in Philadelphia." The complainant stated that the House Committee on Oversight and Government Reform/Justice Department should consider issuing a temporary injunction barring Amtrak from allowing [REDACTED] to participate in duties

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related to certification and qualification of Amtrak student engineers pending an investigation.

- **September 1, 2015.** The complainant again sent CIGIE written correspondence, alleging that Amtrak's Law department may have impaired an OIG investigation.
- **November 1, 2016.** The complainant submitted a written complaint directly to the Special Agent-in-Charge of our Chicago office alleging employment fraud and abuse of public funds by [REDACTED] and [REDACTED] in relation to our investigation of [REDACTED] and [REDACTED] regarding the misuse of [REDACTED] relocation expenses. The complainant further alleged that it appeared [REDACTED] and [REDACTED] extended an improper employment benefit to [REDACTED] contrary to Amtrak's values and code of ethics. He also alleged that this was not the only time [REDACTED] [REDACTED] and [REDACTED] knowingly allowed a dishonest and improper employment benefit to a colleague and referenced his March 17, 2015 complaint regarding [REDACTED] which he alleged was ignored.
- **December 6, 2016.** The complainant submitted another written complaint directly to the Special Agent-in-Charge of our Chicago office alleging that Amtrak supervisor, [REDACTED] extended an improper travel benefit to a colleague's wife,⁴ and that [REDACTED] and [REDACTED] were aware of this arrangement and failed to take proper action. The complainant also stated that [REDACTED] may have also falsified his employment applications(s) and attached materials indicating that [REDACTED] may not have achieved the educational qualifications that were claimed or implied on his employment applications(s).
- **January 12, 2017.** The complainant sent our office, as well as Senator Fischer's office written correspondence stating that he was withdrawing all of his complaints except three: (1) that [REDACTED] received improper employment after he was terminated for covering up a colleague's expense fraud; (2) that [REDACTED] received improper employment; and (3) that [REDACTED] and possibly others deviated from company policy and abused their authority by selectively extending employment opportunities to [REDACTED] and [REDACTED] who otherwise would have been terminated.
- **July, 6, 2017.** The complainant sent a written complaint directly to the Inspector General, Tom Howard, our Chicago OIG office, and a copy to Senator Fisher's office, outlining, essentially, the same allegations and adding that, because no action has been taken against the company officials who were the subjects of his prior complaints, those officials and individuals have since been promoted, and that our Special Agents investigating his allegations appear to be colluding to protect

⁴ This complaint was ultimately retracted by the complainant, but we did refer this directly to the company, at the time, for their review.

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company officials. He further indicated that he is compelled to pursue claims of OIG misconduct given that his complaints seem to be ignored.

The Investigation of the Complaints

As stated above, we opened a second investigation on January 29, 2016. This investigation re-examined the initial complaint regarding the rehiring of [REDACTED] but also the allegation of whether any Amtrak employees violated company policy during the rehiring process, as well as the other allegations that were raised as part of the additional complaints. The results of our investigation are discussed below.

No Evidence of Misconduct or a Violation of Policy by Amtrak Employees during the Rehiring of [REDACTED] On April 14, 2016, we interviewed [REDACTED] who stated that, in 1979, when he was approximately 22 years old, he was arrested, charged, and convicted for Grand Larceny and Burglary of an Automobile. [REDACTED] said he was incarcerated for about one year and released early for good behavior. We reviewed [REDACTED] applications (dated June 9, 1986 and November 8, 1999) and, in both instances, he checked “no” to the questions asking about convictions of prior crimes that have not been annulled, removed or expunged from his record. However, [REDACTED] told us that, based on what the judge told him at the time, he believed his criminal record was sealed; therefore, he did not think he was required to report it. Given the passage of time and limited records, we could not corroborate or refute [REDACTED] claim on this point.

[REDACTED] told us he learned that his record was not actually sealed in 2004, during civil litigation when he was accused of a work place violence incident. [REDACTED] told us that he reported this information to his then-manager, [REDACTED]. [REDACTED] stated that after he started working for Amtrak in 1986, he voluntarily resigned from the company a couple times to work for METRA, a local commuter railroad. He also told us that in 2012, he was pardoned in the State of Mississippi for the offenses. [REDACTED] stated that he was working for METRA when he applied to return to Amtrak in October 2013, and that he disclosed the convictions and information about his pardon during the application process.

Generally, the company’s Employee and Independent Contractor Background Check policy⁵ identifies an applicant to be disqualified if the individual has been convicted for

⁵ The Employee and Independent Contractor Background Check policy in effect in 2013, when [REDACTED] applied for rehire, and in 2014, when he was rehired, provided that the company is not precluded from disqualifying an applicant who fails to provide complete and accurate responses to questions about such information during the application process. Furthermore, the policy identifies certain “disqualifying criminal histories” by stating in part, “...a person shall be deemed a Disqualified Individual if the results of the Background Check show that the Covered Individual: (a) has been convicted of, has been found not guilty by reason of insanity, or is under want, warrant, or indictment for a permanently disqualifying

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an offense identified in appendix A as a permanently disqualifying felony or if the individual is convicted for an offense identified in appendix B as an interim disqualifying felony within seven years of the date on which the criminal background check was conducted, or released from incarceration within five years of the date on which the criminal background check was conducted. According to company policy, the crimes for which [REDACTED] was convicted are not listed as permanently disqualifying felony or as an interim disqualifying felony in either appendix.

On May 6, 2016, we interviewed [REDACTED] who told us that [REDACTED] was rehired in 2014 because he was the most qualified candidate. [REDACTED] said that [REDACTED] told him about his convictions and the pardon, but that he did think a conviction from over 30 years ago would be a problem.

Though we did not disclose the identity of the complainant, [REDACTED] told us about an event in 2007 in which he investigated a verbal altercation between [REDACTED] and an individual, whom he believes is the complainant. According to [REDACTED] this individual “threw a fit” when [REDACTED] appropriately directed the train crew to rest in a quiet room at Chicago Union Station, rather than at a hotel. [REDACTED] said that the individual acted unprofessionally, made disparaging remarks against [REDACTED] and alleged that [REDACTED] had threatened him. [REDACTED] called the Amtrak Police Department (APD). [REDACTED] stated that, based on his investigation and statements from witnesses, there was no validity to this individual's claim that [REDACTED] had threatened him. In addition, according to [REDACTED] neither the APD nor Amtrak's Threat Assessment Team, which also reviewed the incident, found anything corroborating to the complaint. [REDACTED] also stated that the complaints about [REDACTED] prior employment application did not begin until after [REDACTED] was rehired in 2014.

On March 25, 2015 and May 16, 2016, we interviewed [REDACTED] [REDACTED] told us he understood that the company had a policy with respect to hiring persons with criminal records, as long as they were disclosed during the background check process.⁶ As

criminal offense listed in Appendix A to this Policy; (b) was convicted of or found not guilty by reason of insanity of an interim disqualifying criminal offense listed in Appendix B to this Policy within seven years of the date on which the criminal background check is conducted; or (c) was incarcerated as a result of a conviction or a finding of not guilty by reason of insanity for an interim disqualifying criminal offense listed in Appendix B to this Policy and released from incarceration within five years of the date on which the criminal background check is conducted.”

⁶ On July 26, 2016, we also interviewed [REDACTED], Talent Acquisition Specialist, and [REDACTED], Manager, Talent Acquisition, Chicago Union Station. [REDACTED] and [REDACTED] explained the background check process and told us that, if a criminal record that the applicant did not report is identified, it is escalated to the Talent Acquisition Manager, who brings the matter before a panel. The panel consists of at least two talent acquisition managers who review the matter and make a decision. Accordingly, these reviews are documented in a talent acquisition management log, which [REDACTED] stated he reviewed and found no such review was conducted for [REDACTED] during his 2014 rehire. However, he explained that this is

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such, [REDACTED] stated that he asked [REDACTED] to look into [REDACTED] criminal record, which prompted [REDACTED] to request that Human Resources (then Human Capital) investigate further. [REDACTED] told us he believed that the criminal record referenced in the complainant's allegations stemmed from charges before [REDACTED] was even employed by Amtrak, which would have been many years earlier.

On August 10, 2016, we interviewed [REDACTED] then-Senior Associate General Counsel, regarding the complainant's allegations, which [REDACTED] stated her office reviewed, but found no merit to the complaints.

In addition, [REDACTED] also confirmed that the company considers various factors, including the type and severity of the crime, and whether it was a permanently disqualifying felony. [REDACTED] added that under the current policy, theft, burglary, or larceny convictions would not preclude an applicant's eligibility for hire, especially if the convictions were beyond the seven-year background check period. However, [REDACTED] added that without reviewing Amtrak's background policies that would have been in effect during [REDACTED] prior applications, it would be difficult to determine whether the appropriate action was taken at that time. [REDACTED] also told us that if an employee voluntarily discloses a prior conviction that is not a permanently disqualifying conviction, and the conviction occurred more than seven years from the date of the background check, then federal employment laws would limit management's ability to use that information or request those criminal records. According to [REDACTED] if an employee voluntarily reported a conviction beyond the seven-year background check period, she does not think the company could even consider it in the hiring process. Finally, [REDACTED] stated that, as a general practice, if management becomes aware that an employee failed to report a conviction in good faith, and they are still comfortable in hiring the applicant based on the known factors (e.g., type and severity of conviction, length of time that has elapsed), management would have the discretion to hire or not hire the employee.

On January 5, 2017, we interviewed the complainant regarding his initial allegations from March 17, 2015. When asked to describe the "cronyism" term he referred to in his complaint, he told us that, over the years, he has seen "comradery" between the individuals he cited, but added that he knows that being friends with co-workers is not illegal. The complainant acknowledged that he does not know whether [REDACTED] discussed his criminal record with anyone in management and that he would not have been privy to any such knowledge or conversations. The complainant told us that [REDACTED] one of [REDACTED] managers, learned of [REDACTED] criminal record during the civil litigation in 2004 and should have taken action; however, the complainant also

consistent with the company's background check policy, which only checks criminal records going back seven years. [REDACTED] stated that, in making its decisions, the panel reviews criminal histories for relevancy to the position, the severity of the crime, and how long ago the crime was committed, among other factors.

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acknowledged that he does not know what [REDACTED] did or did not do with that information.

The complainant told us he does not know the status of [REDACTED] criminal record or whether the crimes for which [REDACTED] was charged would have precluded him from employment at Amtrak. The complainant also told us that he felt that the main issue was that [REDACTED] falsified the employment application, and that there is no precedent for individuals that falsify their applications to retain employment. The complainant also stated that he does not actually know why [REDACTED] failed to report his convictions but believes that it was to conceal his criminal record. The complainant stated that while he was not aware whether [REDACTED] was pardoned for the criminal convictions, he is of the opinion that a pardon would not have alleviated [REDACTED] from reporting the conviction in his earlier application.

In addition, we questioned the complainant about his allegation that company officials inappropriately favored [REDACTED] when he was re-hired. The complainant acknowledged that he did not have any direct evidence and was not privy to any information other than the fact that [REDACTED] was allowed to continue his employment.

Further, we also questioned the complainant about his allegation with respect to [REDACTED] and any circumvention or interference with the company's hiring protocol in order to secure employment for [REDACTED]. The complainant stated that he made this assertion because of his belief that [REDACTED] falsified his application and was not eligible for rehire, and that [REDACTED] should have known that. We asked about his knowledge of the extent of the relationship between [REDACTED] and [REDACTED] and the complainant stated that he believes they have a friendship because [REDACTED] gave [REDACTED] a "free pass" when he rehired him; however, he acknowledged that while his complaint states that knowledge of [REDACTED] record was "imputed" to [REDACTED] he did not actually know what was relayed to [REDACTED] because he was not privy to such conversations.

We also asked the complainant about any specific knowledge that he had about any misconduct by regional officials, including [REDACTED] and [REDACTED]. The complainant acknowledged that he did not have any information other than what he already provided—the decision to allow [REDACTED] to remain employed despite submitting a falsified employment application. In addition, we asked about the allegation of [REDACTED] engaging in "employment fraud." The complainant stated that he considered the rehiring of [REDACTED] as employment fraud because he believes [REDACTED] was not eligible to be rehired because of his falsified employment application.

We also questioned the complainant about his allegation that [REDACTED] also received his allegations about [REDACTED] (dated January 13, 2015), but that the complainant never received a response, giving the appearance that [REDACTED] was an active participant in the alleged "cronyism." The complainant acknowledged that he did not know what [REDACTED] did after receiving the complaint and stated that he had not spoken to [REDACTED]. The

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complainant also stated he believed management was trying to cover up these issues, but when asked why he thought this was being covered up, the complainant acknowledged that he does not have any direct evidence of a “cover up” and stated that this allegation was based on the fact that [REDACTED] is still working at Amtrak after [REDACTED] knew about [REDACTED] falsified employment application. The complainant told us that [REDACTED] had testified in the 2004 civil hearing and knew that [REDACTED] would not have been eligible for employment based on his felony records. The complainant stated that he knew the company routinely hires persons with criminal records and that he agreed with that practice, but maintained that [REDACTED] should not have been rehired because he falsified his employment application.

Based on our interviews and a review of the policies and procedures in place, we did not find any evidence to substantiate misconduct in the rehiring of [REDACTED] in 2014. Furthermore, we did not find any evidence that [REDACTED] [REDACTED] or [REDACTED] acted inappropriately in this matter.

No Evidence of Misconduct when [REDACTED] was rehired after being terminated as [REDACTED]. Following the release of our report regarding [REDACTED], former Assistant Superintendent Chicago Terminal, Transportation Department, for violations of company policies relating to [REDACTED] relocation expenses, [REDACTED] was terminated from his management position of [REDACTED], based on his knowledge of [REDACTED] actions. Subsequently, [REDACTED] was able to recede into an agreement position with the company as a Passenger Engineer. However, the complainant alleged that [REDACTED] received improper employment after he was terminated for covering up his subordinate’s expense fraud.

While it is true that [REDACTED] did secure a Passenger Engineer position with the company after his termination from his management position, we found that he was able to secure this position based on his prior union seniority that he maintained from his previous agreement positions. The company only terminated [REDACTED] from his management position. Through the rules and procedures of his specific union, [REDACTED] was entitled to recede into that position. As a result, there was nothing inappropriate with [REDACTED] being rehired into an agreement position.

Finally, we note that [REDACTED] was recently promoted to the position of [REDACTED], Road Operations, in [REDACTED], in July 2017. While this employment decision was separate from [REDACTED] invocation of his right to recede to the agreement position of Passenger Engineer, it is a troubling decision that the company has decided to trust him with another supervisory position. However, that decision is a business decision that is within the company’s discretion.

The Complainant Admits to Making False or Speculative Complaints

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Travel Benefits. In his December 6, 2016 complaint to our office, the complainant alleged that Amtrak employee, [REDACTED] extended an improper travel benefit to a colleague's wife, and that [REDACTED] and [REDACTED] were aware of the arrangement, but failed to take proper action. However, after we spoke with the complainant about this allegation, he admitted it was "baseless" and requested to withdraw the allegation.

Education. In this complaint, he also alleged that [REDACTED] may have falsified his education qualifications on his employment application. The complainant told us he found news articles indicating that, in 1990, [REDACTED] was one of 974 U.S. Military Academy cadets, and that later that year, only 895 cadets had graduated and that he (the complainant) could not find any record to show [REDACTED] graduated from the academy. The complainant acknowledged that this allegation was based on speculation. Specifically, the complainant stated that, a couple of years ago, another engineer had commented to him that [REDACTED] had been summoned to the company's headquarters to discuss a possible "stolen valor" issue with then-CEO, Joe Boardman.

The complainant recognized that the engineer who made this comment would not have been privy to such information and then later admitted that he took this information to "another level" by alleging that [REDACTED] did not graduate from the academy. He stated that he did not verify this information and based his allegation on information he found online about the difference between the number of cadets that entered the academy and the number that graduated. We asked him why he made such an allegation without the facts to support it, and the complainant stated that he would not have made such allegations if someone had responded back to him regarding his complaints.

The complainant then concurred with our agents that he was basically "throwing things against the wall to see if anything would stick." The complainant added that all of this could have been avoided if [REDACTED] or [REDACTED] had responded to him after he filed his complaints.

We cautioned the complainant about making frivolous and baseless allegations and he stated that he wanted to withdraw this allegation about [REDACTED] military academy experience as well. The complainant stated that his main concern was that [REDACTED] was still employed after he falsified his application. We suggested that there might be a valid reason why [REDACTED] failed to report his convictions, and the complainant stated that he would like to know the reason, and if it was "legitimate," then he would move on. We reminded the complainant that management has the discretion to make such decisions without consulting him, and the complainant disagreed by stating that management should have contacted him and kept him apprised.⁷

⁷ We also reminded the complainant that our office had already determined that his complaints were unfounded, and that Amtrak Management, including Human Capital and Legal, had previously

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Complaints made to Council of Inspectors General on Integrity and Efficiency

First Complaint to CIGIE. We also discussed the first complaint (July 7, 2015) that he filed with CIGIE during the January 2017 interview. The complaint alleged illegal and improper activities by our office and top company officials.

When we interviewed the complainant regarding this correspondence, the complainant stated that he was not aware of anyone from our office being involved in anything illegal or improper, but that he made this allegation because no one from our office reached out to him after he submitted his complaint.

When we reminded the complainant that our office ultimately had, in fact, contacted him to inform him of our investigation and that we determined his allegations were unsubstantiated, he acknowledged that our office *did* call him after he already filed the complaint with CIGIE and that he had received the written correspondence from our office. However, he did not open it because he was “disgusted” that our office did not explain why we determined his complaint was unfounded when he spoke to our staff by telephone. He stated that he did not agree with our determination and was upset that he could not have a copy of our report, unless he filed a request under the Freedom of Information Act – which he never submitted.

With respect to his allegations that our office may have “obstructed government operations in violation of federal law” by failing to pursue cases against [REDACTED] [REDACTED] and [REDACTED] and that our office may have conspired to cover up the incident – the complainant acknowledged that he did not have any evidence to substantiate these allegations, but became “frustrated and suspicious” because our office did not reach out to him after he submitted his initial complaint and because he received no information to indicate our office was conducting an investigation.⁸

We also asked the complainant about his reference to the potential public and congressional outcry if [REDACTED] was involved in the training, certifying, or qualifying of the engineer that was involved in the May 12 fatal derailment and his recommendation that the U.S. House and Department of Justice issue a temporary injunction barring the company from allowing [REDACTED] to participate in duties related to certifying and qualifying student engineers pending investigation. The complainant stated that he made these assertions because he was upset and believed that nothing was being

reviewed his complaints and arrived at the same conclusion. In addition, the company contacted the complainant twice in 2015, but he did not respond to either.

⁸ Our office ultimately contacted the complaint by telephone and written correspondence in March 2016.

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done about his complaints, and that he did not know that our office was conducting an investigation and that the system was actually working.

Second Complaint to CIGIE. On September 1, 2015, the complainant also submitted a second letter of complaint to CIGIE, wherein he alleged that he had reason to believe that the Amtrak Law department may have received his March 7, 2014 complaint letter to [REDACTED] as well as his January 13, 2015 complaint to [REDACTED] both of which he believed demonstrated that the company knew [REDACTED] falsified his original employment application and showed that [REDACTED] was a personal friend of Chicago officials. The complainant reiterated that he believed that Amtrak policies were circumvented, violated, or both. During our interview, the complainant again stated that because he did not hear from anyone after making his complaints and because he was not aware of a pending investigation, he became suspicious and thought the incident was being covered up.

When we questioned the complainant about his allegations regarding suspicion that our office did not acknowledge receipt of his complaint, and that the company's Law department may have impaired our investigation, he admitted that he had no evidence to suggest that the Law department impaired our investigation, but that he had grown frustrated and suspicious because, again, no one had acknowledged his complaints.

The complainant also stated that he does not think that he will be appeased until he gets an answer as to why [REDACTED] was retained and rehired. We asked why he thought management owed him an explanation and pointed out that managers cannot personally respond to each employee who makes a complaint; however, the complainant remained adamant that [REDACTED] and [REDACTED] should have personally responded to him.

The Results of the Investigation

Based on our two investigations of the complainant's allegations and our review of the related documents, pertinent company policies, and interviews of company personnel, we have determined that the complainant's allegations are unsubstantiated and that no material policy violations occurred with respect to the rehiring of [REDACTED] in 2014.

Furthermore, our investigation did not identify any other policy violations involving [REDACTED] or [REDACTED] in connection with rehiring [REDACTED]. Although we determined that [REDACTED] did not disclose his convictions on his June 1986 and November 1999 applications, [REDACTED] stated that, based on information he received from the judge assigned to his case at the time, he believed his criminal record was "sealed" and that he did not have to report them.⁹ Additionally, when [REDACTED] applied

⁹ As a result of [REDACTED] conviction taking place more than 38 years ago and the unavailability of records, we were unable to assess and/or verify the merits of [REDACTED] claim regarding whether his

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for rehire in October 2013, he disclosed his conviction during his pre-employment background investigation, even though the employment application did not ask about prior arrests and convictions and he had already received a full, complete, and unconditional gubernatorial pardon from the State of Mississippi. Our review of company policies also revealed that the crimes for which [REDACTED] was charged with, which occurred almost 38 years ago, were neither disqualifying felonies nor interim disqualifying offenses pursuant to company policy as set forth in the Employee and Independent Contractor Background Check policy, and would allow for management discretion in the hiring process.

In addition, based on our interviews and review of records maintained by [REDACTED] and [REDACTED] Lead Employee Relations Specialist, Chicago Human Capital, we concluded that the company acted appropriately in response to the complainant's allegations. Specifically, we found that former Chief Executive Officer, Joseph Boardman's office referred the complainant's allegations to Human Resources (then Human Capital), and that [REDACTED] investigated the allegations in coordination with the Employee Service Center and the Law department. As part of her investigation, [REDACTED] attempted to contact the complainant by phone but never received a response. [REDACTED] also told us she found no evidence that any company policy was violated and summarized her findings in writing to the complainant on June 19, 2015, but, again, never received a response from the complainant.

Finally, we did not find any merit in the other allegations and complaints that were raised throughout our investigation.

Prepared by: Special Agent-in-Charge, [REDACTED]
Amtrak Office of Inspector General
Chicago Office of Investigations

criminal record was, in fact, sealed.

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May 15, 2018

Major Misconduct and General Crimes**Case Number:** DC-17-0108-O**Case Title:** [REDACTED]
Philadelphia, PA**Case Closeout**

The reporting agent (RA) requests to close this case after the allegations were found to be unsubstantiated. The case was opened proactively after Amtrak's Revenue Operations Department opined that it was unusual for an Amtrak Refund Clerk, [REDACTED] to have processed approximately \$5 million of eVoucher refunds, which are refunds from available customer credit, over four years while other employees processed considerably less. The investigation determined that [REDACTED] extensive eVoucher refund activity is normal because she is the primary employee responsible for processing eVoucher refunds. The investigation also identified a vulnerability being exploited by employees to process customer refunds after they had already traveled but later determined that [REDACTED] does not have system access to exploit this vulnerability. No further investigative action is required.

Background

Prior to opening the case, [REDACTED] of Revenue Operations [REDACTED] who oversees the [REDACTED] in Amtrak's Philadelphia 30th Street Station said he was not aware of any single Amtrak employee that should have processed approximately \$5.0 million of eVoucher refunds over several years. [REDACTED] said that he did not know why [REDACTED] would be processing millions of dollars more eVoucher refunds than other employees, especially because she works in the call center while most of Amtrak's refunds are processed by a the SRG that works under [REDACTED]. [REDACTED] said [REDACTED] is the "trusted right hand" of her team lead and has more system access than most employees and may have the ability to process refund checks.

Open source research indicated that [REDACTED] and some of her family and associates had criminal records involving check fraud, including her son who attempted to deposit two fraudulent checks. The OIG also identified a social media account associated with [REDACTED] son soliciting anyone who wanted to make "easy money".

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During an interview, [REDACTED] of Customer Care [REDACTED] said that [REDACTED] is the primary employee responsible for processing eVoucher refunds and that all contact center employees queue eVoucher refunds for [REDACTED] to process. Review of data queried from Amtrak's legacy refund case management system, Remedy, did not identify anyone receiving an unusual amount of refund checks.

Additionally, the investigation identified a system vulnerability allegedly being exploited by Los Angeles Amtrak station agents who process ticket refunds after customers have already traveled and then pocket the cash from the refund. During interviews, [REDACTED] of Reservations and Ticketing [REDACTED] and [REDACTED] initially said they were not sure whether [REDACTED] may be able to exploit this same vulnerability by processing credit card refunds for customers after they travel in exchange for kickbacks. Later [REDACTED] determined that [REDACTED] does not have the system access that that would be required to exploit this system vulnerability. In addition, review of data queried from the Amtrak's credit card merchant, Bank of America Merchant Systems (BAMS), did not identify any customer credit cards receiving an unusual number of credit card refunds from [REDACTED]

During an interview, [REDACTED] said she has never stolen from Amtrak and explained that the source of her cash income was from a "52 week plan" where she sets asides cash savings on a weekly basis and deposits the cash periodically. [REDACTED] said that she sometimes deposits cash for other people who participate in this program.

The case was referred to Assistant United States Attorney (AUSA) [REDACTED], Eastern District of Pennsylvania United States Attorney's Office (USAO) on April 21, 2017. On April 12, 2018, AUSA [REDACTED] declined to prosecute the case.

End of Report

Prepared by: Special Agent [REDACTED]
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Office of Investigations

Amtrak Case Number: DC-17-0375-HL-O

November 29, 2018

Subject:

[REDACTED] Engineer
Philadelphia, PA

Closing Report:

On September 12, 2017, the Amtrak Office of Inspector General (OIG) received a hotline complaint involving Amtrak [REDACTED] Engineer [REDACTED] ([REDACTED]). According to the complainant, [REDACTED] hired relatives and friends that lived in close proximity to his residence in [REDACTED]. During the course of the investigation, we also received additional information from the anonymous source, which included potential violations of company policies by [REDACTED].

The complainant reported that [REDACTED] had not only hired friends that were on probation, he hired his daughter's boyfriend, Amtrak B&B Mechanic [REDACTED]. In addition, the complainant also alleged that [REDACTED] used his position to promote his brother, Amtrak B&B Mechanic [REDACTED] and that he received an antique vehicle from an Amtrak vendor. He also allegedly wasted company funds and resources by having Amtrak install a gate on his personal property.

During our initial investigation, we discovered that [REDACTED] hired two employees from the [REDACTED] County neighborhood that possessed criminal histories, but upon further examination, it was determined that the employees were not convicted of the criminal offenses. Our office also interviewed [REDACTED] and [REDACTED] about their personal and business relationship with [REDACTED]. [REDACTED] admitted he was in a personal relationship with [REDACTED] daughter, but denied [REDACTED] influenced his Amtrak hiring or participated in the interview process. [REDACTED] stated he did not socialize or did not own a business with [REDACTED].

The OIG investigation did not disclose any evidence that [REDACTED] violated company policy related to hiring the two employees and close personal friends from the [REDACTED] County neighborhood.

However, Amtrak Human Resource Compliance and Risk Management conducted a review and found [REDACTED] violated policy when he participated in the selection of his brother, [REDACTED] to a position with Amtrak. In March 2018, [REDACTED] was demoted and [REDACTED] was formally counseled by letter relating to unprofessional conduct in connection with the hiring of his brother.

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On September 28, 2018, we interviewed [REDACTED] also represented by counsel. Before terminating the interview, [REDACTED] advised that Harrison Repairs was a fabrication vendor for Amtrak. Approximately two years ago, [REDACTED] accepted a \$50 gift certificate or gift card from [REDACTED] of Harrison Repairs. However, [REDACTED] attorney refused to allow [REDACTED] to answer any questions directed to him regarding the antique vehicle or gate installation near his residence.

On November 19, 2018, we interviewed [REDACTED] at his business at 895 [REDACTED] [REDACTED]. [REDACTED] stated that he has done various business with Amtrak for the past 30 years, including making special bolts and designing other pieces of equipment to be used on and around the tracks. [REDACTED] stated that he does not have any open contracts with Amtrak and that he is on an on-call basis for when Amtrak needs materials or supplies. [REDACTED] stated was [REDACTED], Supervisor, Perryville, Maryland was his Amtrak point of contact. He confirmed that he had worked with [REDACTED] on a few Amtrak projects, including a time when [REDACTED] bought materials from him to help wall off a building in Perryville. [REDACTED] also recalled helping [REDACTED] with a crane and lift that were used around the tracks. [REDACTED] did not recall the exact amount of the contract/project cost, but estimated it was around \$12,000-\$18,000.

[REDACTED] confirmed that he knew [REDACTED] outside of his business with Amtrak and stated that he grew up in North East, MD. [REDACTED] confirmed that [REDACTED] bought a vintage truck from him, a 1933 Willy's – fiberglass replica, but declined to provide additional details regarding the purchase. [REDACTED] also stated that he provided a \$50 gift card to [REDACTED] during one Christmas.

On November 20, 2018, Amtrak [REDACTED] of Workforce Management [REDACTED], confirmed that the access road leading to Amtrak's Substation in Elkton, MD, belonged to the company.

On November 26, 2018, our office was notified that [REDACTED] resigned from the company. Specifically, the company negotiated a settlement agreement with [REDACTED] which included his resignation.

The investigation is closed.

Prepared by: Special Agent [REDACTED]
Amtrak Office of the Inspector General
Office of Investigation
Washington, DC

DISTR: File

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Office of Investigations

November 7, 2018

Major Misconduct and General Crimes

Case Number: DC-18-0238-HL-O

Case Title: [REDACTED]
Washington, DC

Case Closeout

This case is being closed after the investigation did not identify any evidence that Amtrak [REDACTED] of Washington, DC Terminal Operations [REDACTED] violated Amtrak policies regarding “rules governing DUI and weapon charges for Amtrak employees”, as an anonymous complainant alleged. The investigation identified court records indicating that [REDACTED] pled guilty to driving under the influence (DUI) in 2009 and 2013 and confirmed that [REDACTED] reported the 2013 incident to Amtrak. The investigation identified that certified locomotive engineers are required to report DUI convictions but did not identify any record of [REDACTED] reporting his 2009 incident.

[REDACTED] stated in an interview that he reported the 2009 incident to his supervisor immediately after it occurred and the investigation did not identify any evidence contradicting this claim. Senior Director of [REDACTED] [REDACTED] stated that Amtrak policy and FRA regulations are ambiguous as to whether [REDACTED] would have needed to report the 2009 incident because his driver's license was never suspended and it is unclear whether he would have been considered “convicted” based on his plea bargain of “probation before judgement”.

A subsequent complaint alleging that [REDACTED] was allowed to drive an Amtrak vehicle despite having a suspended driver's license (DL) was referred by the OIG to Amtrak management. No further investigative action is required.

Background

On approximately April 4, 2018, the RA was assigned a hotline complaint alleging that [REDACTED] is a certified passenger engineer and is in charge of assessing discipline despite having violated “rules governing DUI and weapon charges for Amtrak employees”. The complaint provided court records from Maryland's case search website indicating that [REDACTED] pled guilty to DUIs which occurred on February 10, 2009 and January 7, 2013. The 2013 court records indicate that during the 2013 incident, Maryland also charged [REDACTED] with possessing a handgun in his vehicle.

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The investigation determined that following the 2009 DUI incident, the State did not suspend [REDACTED] license; but the State did suspend his license for one year following the 2013 DUI incident.

On approximately April 5, 2018, the RA reviewed FRA regulations and Amtrak policy requiring that engineers report convictions for driving under the influence within 48 hours of “completed state action to cancel, revoke, suspend, or deny a motor vehicle drivers license for, operating a motor vehicle”. FRA regulations also state that it is the railroad’s responsibility to report employee DUI incidents to an Employee Assistance Program (EAP) counselor so that the employee can undergo an evaluation to determine if they have a substance abuse disorder. Amtrak’s current policy requires employees to report such incidents to the EAP confidential reporting hotline “within 48 hours of the conviction.”

On April 20, 2018, the Amtrak Safety and Compliance Foreman [REDACTED] provided [REDACTED] driving records. [REDACTED] said that the only DUI in Amtrak’s records for [REDACTED] was his 2013 conviction which he reported in accordance with Amtrak policy and Amtrak determined that [REDACTED] did not have a substance abuse disorder after he self-reported in 2013 so he maintained his engineering certification. [REDACTED] said that Amtrak has no record of [REDACTED] 2009 DUI in his driving records or that [REDACTED] self-reported the incident in 2009.

On June 20, 2018, the RA interviewed [REDACTED] who confirmed that he pled guilty to a 2009 DUI and said he immediately reported the incident to his supervisor, Road Foreman in Pittsburgh [REDACTED] who retired around 2010. [REDACTED] said he did not have an EAP evaluation but was not sure why or whether he was even required to have one since there was no state action taken against him to revoke his DL and because he was under the impression that the terms of his plea agreement meant that Maryland would expunge his 2009 incident after he completed less than a year of probation.

On June 22, 2018, the Allegany County Maryland District County Clerk’s Office provided information that [REDACTED] 2009 DUI was not expunged.

While [REDACTED] 2009 DUI was not expunged, further review of the court records and Amtrak’s policies support [REDACTED] interpretation that the 2009 incident was not reportable because the State did not suspend his DL based on that incident, and Amtrak’s Policy is unclear as to whether he was “convicted” based on his plea bargain. Senior Director of [REDACTED] [REDACTED] concurred and opined that it is ambiguous whether [REDACTED] would have needed to report his 2009 incident in both the FRA regulations and Amtrak policy.

On September 7, 2018, the OIG received an ethics complaint alleging that [REDACTED] supervisor, [REDACTED] [REDACTED] allowed [REDACTED] to drive an Amtrak vehicle while having a suspended DL.

On September 14, 2018, the above ethics complaint alleging the [REDACTED] drove an Amtrak vehicle with a suspended DL was referred to Amtrak management and the hotline complaint was closed (DC-18-0476-HL).

On September 21, 2018, [REDACTED] told the RA that his DL was suspended for a year after his 2013 DUI, which he said did not impact his ability to operate Amtrak trains because he had been cleared by the EAP and determined not to have a substance abuse disorder ([REDACTED] later confirmed [REDACTED] interpretation.) [REDACTED] said he never drove an Amtrak vehicle with a suspended DL, but said that after his DL was reinstated, the DL contained a restriction requiring that a "breathalyzer" ignition interlock device be installed in his personal vehicle. [REDACTED] said he drove an Amtrak vehicle while under the restricted DL in approximately 2014.

On November 7, 2018, the case was approved to be closed after identifying that the issue regarding [REDACTED] driving with a restricted DL is within the scope of hotline DC-18-0476-HL which was referred to Amtrak management.

End of Report

Prepared by: Special Agent [REDACTED]
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Office of Investigations

Date: October 24, 2019

Case Number: DC-19-0046-O

Case Classification: Major Misconduct and General Crimes

Subject: [REDACTED]
[REDACTED]
Human Resources (HR)

Closing Report:

The Office on Inspector General (OIG) Office of Investigations (OI) received an allegation that [REDACTED] HR [REDACTED] was attempting to circumvent the procurement process on behalf of some of the firms that she had hired or caused to be hired (Yaobe Consulting, LLC, Obsidian Solutions Group (dba Cadmus), Tetra Tech Inc., CNA, Ascenttra, and Haggerty Consulting). During the course of this investigation, new complaints were received alleging that [REDACTED] was scheduling Amtrak security and emergency preparedness training around her personal schedule in order to utilize Amtrak's business travel benefits to attend to personal matters and that she was using Company time to volunteer at her child's preschool.

Interviews were conducted with the complainants, Amtrak employees (including one of [REDACTED] direct reports), and previous Amtrak employees who interacted with [REDACTED] but did not report to her. Information obtained disclosed one instance wherein [REDACTED] conducted personal business while on emergency preparedness training travel. The personal business was conducted after hours and there was no indication that the training was specifically scheduled to accommodate [REDACTED] handling of her personal business.

A review of the 2016-2018 emergency preparedness training schedules revealed that [REDACTED] group provided training at Amtrak locations throughout the United States. As the ultimate overseer of this program initiative, [REDACTED] has the authority to attend training as she deems appropriate.

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Vendor contracts and associated documents were reviewed. [REDACTED] 2014 and 2015 emails were reviewed and cross referenced with vendors and point of contact names. The email review identified one instance where [REDACTED] agreed to have lunch/dinner with an Ascenttra point of contact and his daughter outside of the normal work day/hours.

Social media was checked. The OI had received information that [REDACTED] and Yoabe [REDACTED], had a picture posted together. However, the picture was either removed, did not exist or could only be access once "friended" by [REDACTED]

As for the time abuse allegation, [REDACTED] obtained permission to work from home from [REDACTED], former Assistant Vice President. At least one other employee under [REDACTED] direction had been approved for telework.

Based on the information that RA obtained, the allegations are unsubstantiated. This case is closed.

Prepared By: Senior Special Agent [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
Washington, D.C.

DISTR: File



Office of Investigations

Date: September 12, 2019

Case Number: DC-19-0088-HL-O

Case Classification: Major Misconduct – Mismanagement/Theft/Embezzlement

Case Title: [REDACTED] and [REDACTED]

Case Closing Report:

The Amtrak Office of Inspector General (OIG) received an allegation that Amtrak Manager of [REDACTED] and Supervisor of [REDACTED] embezzled large sums of money from the New York Sunny Side Yard (SSY) Employee Vending Fund (EVF) Account.

During the investigation, we interviewed Amtrak [REDACTED] Manager [REDACTED]. [REDACTED] stated that she handles special projects for the CFO, such as working on the Amtrak reorganization, fleet procurement and real estate projects. However, [REDACTED] said she is not aware of how the vending machines were handled throughout Amtrak or if Amtrak Corporate Finance ever reviewed or monitored the vending machines.

We also interviewed [REDACTED] Manager [REDACTED] Finance Department. During the interview, [REDACTED] stated that Amtrak [REDACTED] discovered that SSY was operating an EVF. According to [REDACTED] [REDACTED] made an inquiry after his promotion to SSY [REDACTED] [REDACTED] was concerned about SSY operating an EVF and whether the practice was acceptable at Amtrak.

[REDACTED] admitted she possessed little to no knowledge of EVF's. After her initial research, she discovered EVF's were permissible at Amtrak. In addition, [REDACTED] spoke to [REDACTED] about SSY EVF. [REDACTED] told her that SSY had an existing EVF, but steps were in place to prevent any sort of misuse such as the use of two signatures to withdraw funds and a committee composed of managers to sign-off on all expenditures.

[REDACTED] also discovered through her discussion with [REDACTED] that SSY used two vendors to fund the EVF, a food truck vendor and a commercial vendor responsible for supplying the vending machines, e.g. food and snacks. During [REDACTED] visits to SSY, she witnessed the food truck in operation on a regular basis near the commissary building. However, [REDACTED] admitted that she never interacted with the vendors and

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was not aware of any contracts between Amtrak and SSY vendors. [REDACTED] added budget managers were asked to identify all EVF's system-wide by Amtrak's Finance Department (AFD). AFD was concern with how funds being used at various Amtrak facilities.

During the investigation, we interviewed [REDACTED] National Account Manager, Consolidated Vending Enterprises (CVE). During the interview, [REDACTED] stated that CVE is a family owned business that has operated for over 40 years in the State of New York. CVE provides vending machines for various businesses. [REDACTED] explained that CVE was a full-service company that stocks, repairs, and removes vending machines.

[REDACTED] added CVE may or may not charge a commission depending upon the client's pricing. In May 2013, CVE established a relationship with Amtrak by supplying Sunny Side Yard (SSY) with vending machines. Specifically, CVE agreement with Amtrak SSY was to fill the vending machines with food and beverage items and make mechanical repairs as needed. However, the written agreement was destroyed during a flood at CVE's Corporate Headquarters in 2014.

On May 31, 2019, OIG agents interviewed [REDACTED] and [REDACTED] regarding SSY EVF withdrawals. Both consented to the agents recording the interview. At the beginning of the interview, the OIG agents provided Amtrak's OIG Warnings and Assurances to Employee Requested to Provide Information on a Voluntary Basis (Garrity). [REDACTED] and [REDACTED] voluntarily signed the Garrity Warning. During [REDACTED] interview, [REDACTED] mentioned that his daily responsibilities include maintaining the properly and security of the premises, but he is familiar with the employee vending fund. He stated that it was managed by himself, [REDACTED] and [REDACTED] which is known as the committee. He also stated that [REDACTED] maintains the account and all the records for the fund. [REDACTED] also mentioned that the committee sponsors employee appreciation events, and that has been happening since 2014. All the events were funded by the vending fund. [REDACTED] also stated that the food truck operator did complete the required contractor safety training but does not know when. He also mentioned that the food truck operator is no longer conducting business on Amtrak property.

[REDACTED] stated that the SSY EVF account was established at CitiBank. When funds are received, [REDACTED] is responsible for depositing the funds into the account right away. [REDACTED] claimed there were never any withdrawals, but payments from the accounts are made by checks. He also mentioned that he and [REDACTED] do have signing authority and two signatures are required when writing a check. [REDACTED] continued to state that [REDACTED] has all the records for the account and she would know all the details of the account. [REDACTED] also stated that [REDACTED] would always inform the rest of the committee regarding details of the account. She would go over the amount of money in the account and other transactions that have taken place.

The committee would have monthly meetings regarding the account, but recently the meetings are not that frequent. The reporting asked [REDACTED] how many times he has ever withdrawn funds from the account for personal use, to which [REDACTED] replied, "never". [REDACTED] explained that the funds are for employees and activities such as barbeques, luncheons, and dinners. He also stated that there is no access to the account aside from checks to his knowledge. OIG Agents inquired whether the account can be accessed electronically. [REDACTED] stated that to his knowledge, there is no way to access the account this way.

During [REDACTED] interview, [REDACTED] stated SSY EVF was established in 2007 and managed by former Amtrak [REDACTED]. [REDACTED] admitted that she served as [REDACTED] secretary and was responsible for the fund's administration. [REDACTED] stated that she maintained a daily log of all transactions related to the EVF including bank statements, deposit slips, and vendor receipts, etc. [REDACTED] stated she has never mismanaged or embezzled any money from the SSY EVF account. In addition, [REDACTED] voluntarily provided OIG agents with bank records, and vendor receipts.

We subpoenaed Citibank to obtain all bank account records for NYS Mechanical Vending Machine Fund. Upon receipt, we conducted an analysis of the bank records and determined no unauthorized withdraws by [REDACTED] and [REDACTED].

Prepared By: Senior Special Agent [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
Washington, D.C.

DISTR: File



Office of Investigations

Case Number: HQ-18-0302-O

October 2, 2018

Case Title: [REDACTED]
Washington, DC

Case Closing:

On May 4, 2018, Inspector General (IG) Tom Howard, Amtrak Office of Inspector General, received an email from Amtrak [REDACTED]. In the email, [REDACTED] expressed concern related to the relationship between employee [REDACTED] and vendor Marsh & McLennan (Marsh). [REDACTED] expressed concern that [REDACTED] is a very vocal advocate for continued work with Marsh and requested the OIG to investigate the matter.

On June 6, 2018, the reporting agent (RA) and Special Agent [REDACTED], Amtrak OIG, met with [REDACTED] and [REDACTED]. The purpose of the meeting was to discuss the allegations regarding [REDACTED] and his apparent close relationship with employees of Marsh. [REDACTED] and [REDACTED] described [REDACTED] as intelligent and competent, but were concerned with [REDACTED] relationship with Marsh. [REDACTED] is [REDACTED] supervisor and she said that at times, it seems [REDACTED] is working for Marsh and not Amtrak. [REDACTED] said that Marsh is the broker on a three year contract that ends December 1, 2018. In December 2017, the contract came up for renewal. [REDACTED] said that [REDACTED] made recommendations regarding the contract that were not in the best interest of Amtrak. [REDACTED] questioned whether Marsh benefited from [REDACTED] recommendations because there were commissions involved. [REDACTED] said that [REDACTED] became upset whenever she went against his recommendations involving Marsh. [REDACTED] said that Marsh is paid fees plus commissions for the current contract and that Amtrak ended up paying Marsh a lot of incentive commissions. [REDACTED] said that [REDACTED] "finds a way to get extra commissions" for Marsh and she did not believe this was a good contract for Amtrak. [REDACTED] and [REDACTED] said they do not plan to renew this contract with Marsh.

On June 24, 2018, the RA received an email from [REDACTED] containing a spreadsheet that documented compensation and commissions paid to Marsh since 2014. [REDACTED] also provided the names of the primary Marsh contacts that interact with [REDACTED]. The Marsh contacts provided by [REDACTED] were [REDACTED], [REDACTED], [REDACTED], [REDACTED], and [REDACTED].

On June 27, 2018, the RA received an email from [REDACTED] that contained documents related to the contract between Amtrak and Marsh for Insurance Brokerage Services. A review of the documents disclosed that not all pertinent documents related to the Marsh contract were provided by [REDACTED]. The RA subsequently made several requests to

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██████ to provide a document related to the December 1, 2015 price proposal submitted by Marsh. ██████ stated that she has not been able to locate the December 1, 2015 price proposal on the shared drive but would provide it once the document was located. After several additional requests for the document, the December 1, 2015 price proposal was not received.

The RA and SA ██████ conducted a review of the contract documents that were provided by ██████. As noted by ██████ the fees and commissions paid to Marsh have increased over the past two years; however, the review did not indicate any contracting irregularities or impropriety on the part of ██████. The fees and commissions paid to Marsh were approved by someone other than ██████. ██████ had no role in the approval process.

On May 22, 2018, ██████. The ██████ covered the period of ██████ employment with the company, from 2012 to May 2018. The RA conducted a review of ██████ ██████ which failed to produce any information to implicate ██████ in a conflict of interest or that he received kickbacks or other incentives through his work with Marsh.

On September 5, 2018, the RA and SA ██████ met with ██████ to provide her the results of the investigation. ██████ was advised that the investigation failed to substantiate any of the concerns or allegations involving ██████. ██████ stated that she believed "that was a good outcome" and said that she was relieved. She said ██████ is very competent in the work he does. ██████ stated that the property insurance contract was recently awarded to Willis Towers Watson (Willis) and that Marsh no longer had the insurance property contract. ██████ said that ██████ is now working with Willis and if there were any concerns involving ██████ and his relationship with Marsh, it is no longer an issue.

On September 5, 2018, the RA requested an ██████ for the time period of May 10, 2018 to present. The purpose of the request was to capture any ██████ between ██████ and Marsh employees concerning the termination of the contract. Due to issues accessing the data, the RA did not have access to ██████ until October 1, 2018.

On October 1 and October 2, 2018, the RA completed the review of ██████ from May 10, 2018 to present. The review failed to produce any incriminating information related to ██████.

This investigation will be closed.

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Office of Investigations

Date: August 9, 2019

Case Number: HQ-19-0189-S

Case Classification: Major Misconduct – Violation of Amtrak Policy and Retaliation

Subject: Alleged Retaliation for OIG Cooperation

Case Closing: On February 11, 2019, Inspector General Kevin Winters, Amtrak Office of Inspector General (OIG), received an email from Amtrak Police Department (APD) Officer [REDACTED]. In his email, [REDACTED] alleged that he and his wife, who is also an APD Officer, have been subjected to harassment and intimidation by APD management after [REDACTED] cooperated in a 2015 investigation conducted by the Amtrak OIG. [REDACTED] alleged that he and his wife, [REDACTED] have been subjected to ongoing mistreatment, harassment and intimidation as a direct result of [REDACTED] cooperation as a witness in the OIG's earlier investigation. Specifically, [REDACTED] alleged that he has been retaliated against by APD [REDACTED] and [REDACTED] management personnel by being prohibited from working overtime and has been denied several job opportunities.

On March 8, 2019, the reporting agent (RA) and Associate Counsel, [REDACTED] interviewed APD Officers [REDACTED] and [REDACTED]. The interviews were conducted separately. APD Officer [REDACTED] complaints were related to mistreatment and discrimination based on her national origin.. Her complaint was subsequently referred to [REDACTED] Amtrak Senior Manager, HR Compliance & Risk Management. The Amtrak OIG did not investigate any of the allegations made by Officer [REDACTED].

[REDACTED] said he has been employed by the Amtrak Police Department for approximately eight years. He is currently a Police Officer assigned to [REDACTED]. [REDACTED] said that, on February 11, 2019, [REDACTED] advised him that she needed to speak with him. During the conversation, [REDACTED] told him that APD [REDACTED] had banned him from working any overtime shifts on days that his wife was

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working on Amtrak property. [REDACTED] informed [REDACTED] that he was also prohibited from doing a “swap.”¹

[REDACTED] asked [REDACTED] what he did to have these limitations imposed and [REDACTED] told him, “This is in your best interest.” [REDACTED] advised [REDACTED] that he would like to file a complaint because the restrictions would result in the loss of “thousands of dollars to him” in overtime pay. According to [REDACTED] [REDACTED] said, “Do what you have to do” and told [REDACTED] that a note would be placed in the overtime log every time he missed an overtime opportunity and that he would be moved to the top of the overtime list when that occurred. [REDACTED] told [REDACTED] he believed the restrictions amounted to retaliation.

During his interview, [REDACTED] said that, since he cooperated with an Amtrak OIG investigation in 2015, he has been denied every position that he has applied for, despite receiving multiple awards. He said that he applied for a detective position in Albany, NY, and submitted several applications for K-9 Officer positions. [REDACTED] believed that APD [REDACTED] was aware that [REDACTED] met with an Amtrak OIG special agent in 2015, and that he has been subjected to retaliation as a result of that meeting.

[REDACTED] told us that the overtime ban was retracted four days after it was imposed because APD management “got scared.” [REDACTED] said that since the retraction, he is allowed to work overtime shifts again. He said the first time he worked overtime following the ban, he responded to an emergency call that his wife also responded to. [REDACTED] said that APD [REDACTED] was unhappy that both [REDACTED] and his wife responded to the same call. [REDACTED] stated that [REDACTED] informed an APD sergeant that [REDACTED] was not to respond to an emergency call that [REDACTED] wife could also potentially respond to. [REDACTED] alleged that [REDACTED] and [REDACTED] have continually “targeted” him since his 2015 cooperation with the OIG investigation.

[REDACTED] said that on March 6, 2019, [REDACTED] came to [REDACTED] to meet with him. [REDACTED] alleged that during roll call, in front of approximately 20 officers, [REDACTED] said, “[REDACTED] is going to be okay. We’re going to have a meeting and we’re going to work this out.” [REDACTED] did not believe that the statement was made in a joking manner and was upset by this. During their meeting, which Officer [REDACTED] participated in via

¹ A swap is when one officer “swaps” shifts with another, oftentimes resulting in the officer accruing overtime.

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telephone, ██████ explained how the ██████ marriage and working in the same Division presented a unique situation. ██████ said that ██████ told them they had been separated at work to protect them and the corporation. ██████ said that the limitations regarding overtime and swaps were done in the ██████ best interest; however, he had reconsidered his stance regarding overtime and ██████ was allowed to work overtime even when his wife was working. ██████ also stated that ██████ mentioned that the ██████ were the first married couple that worked in the same Division, which presented him (██████) with a new and unique situation to try to navigate.²

On May 1, 2019, the RA and Associate Counsel ██████ interviewed APD Officers ██████ and ██████. The ██████ are a married couple who both work for the Amtrak Police Department in Washington, DC. ██████ is a Special Agent assigned to the ██████. ██████ is a Police Officer assigned to the ██████.

The ██████ said they occasionally work the same shift at the same location but they have a different chain of command. The ██████ stated that, while they do not intentionally coordinate their work schedules with each other, there are times when their shifts overlap at Washington Union Station. However, neither ██████ nor ██████ have been informed that they are not allowed to work the same shift as their spouse.³ In addition, the ██████ told us that if they were to receive an emergency call, both acknowledged that they are allowed to respond to the same call regardless of whether their spouse also responds, and that they have never been informed that they are not allowed to respond to the same emergency call.

² ██████ told us that, during this meeting, he told ██████ that they were not the first married couple to work in the same division and mentioned other married couples, including the ██████ who work in Washington, D.C., and family members that work or have worked in the same division together.

³ The ██████ were asked if they were familiar with a new APD policy, "Assignment & Supervision of Family Members," issued on March 19, 2019 by ██████. Both acknowledged they had seen the policy and believed it was implemented for family safety – so two officers are not in jeopardy at the same time, or due to the possibility of emotions running high if someone acts aggressively towards a spouse or family member. Further, the ██████ did not view the policy as harassment towards married couples, but believed there had to be a reason for implementing it.

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On May 8, 2019, the RA and Associate Counsel [REDACTED] interviewed APD [REDACTED]. [REDACTED] is the [REDACTED] in the [REDACTED] Division. She has been with APD since April 2002 and currently supervises 13 sergeants within the division. [REDACTED] said that she does not directly supervise Officer [REDACTED] and described their relationship as professional but guarded. [REDACTED] explained that [REDACTED] is extremely paranoid and that she has been told by other officers that [REDACTED] carries a tape recorder with him at all times. [REDACTED] stated that [REDACTED] has a "good heart" and is a good officer but needed to rid himself of the idea that everyone is out to get him, and to just relax and do his job.

[REDACTED] was asked if she makes any decisions regarding [REDACTED] that involve his shift assignment, overtime, or promotions. [REDACTED] said that she does not make any decisions regarding promotions. [REDACTED] explained that applicants take an exam and then the Chief or Deputy Chief has the ability to select one of the top three candidates for promotion. [REDACTED] believed that the Deputy Chief might make a recommendation for promotion to [REDACTED] who ultimately makes the final selection. [REDACTED] explained that overtime is managed strictly by contract since APD Officers are contracted employees. [REDACTED] said there is an overtime list and the sergeants assign overtime based on who is eligible for overtime and who is next on the list. Regarding shift assignments, [REDACTED] said that she has the latitude to assign any officer to any shift at any time. However, [REDACTED] explained that she determines shift assignments based solely on seniority, as she believes this eliminates a lot of issues, such as reasons why someone did or did not get the shift they wanted.

[REDACTED] said that a few months ago, after [REDACTED] and [REDACTED] were married, [REDACTED] read a report that summarized the involvement of both [REDACTED] and [REDACTED] in an arrest. [REDACTED] told [REDACTED] that, per [REDACTED] they were not supposed to be working together and could not work the same tour. [REDACTED] said the reasoning to separate the [REDACTED] was nothing other than [REDACTED] not wanting to put them in a bad position, such as having to back each other up in law enforcement situation. [REDACTED] said that on February 11, 2019, she distributed an email stating that [REDACTED] and [REDACTED] should not work the same tour, to include overtime and swaps. [REDACTED] said that [REDACTED] told her to write the email, at [REDACTED] request. [REDACTED] said this email

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directive was subsequently rescinded a short time later.⁴ [REDACTED] said that between the day she sent the email directive and the time that it was rescinded, she knew of only one occasion that [REDACTED] was denied overtime. In addition, [REDACTED] was asked if [REDACTED] and [REDACTED] were both allowed to respond to an emergency situation, to which [REDACTED] responded, "They have to." [REDACTED] explained that, as discussed previously, [REDACTED] became upset when he learned that the [REDACTED] were working together – not that they had responded to the same emergency call.

[REDACTED] was aware that [REDACTED] had applied for several announcements for K-9 Officer positions but believed that [REDACTED] pending discipline may be the reason he is being looked over when being considered for other job opportunities. [REDACTED] said it is a "red flag" when [REDACTED] competes with other officers who have no pending disciplinary actions. [REDACTED] stated that the only position available for [REDACTED] to be promoted to was sergeant and that she believed he had completed the test for a sergeant position. [REDACTED] reiterated that [REDACTED] is the deciding official for promotions.

[REDACTED] told us that she was aware of a prior investigation involving [REDACTED] but did not know that it was conducted by the OIG. Rather, she thought it was conducted by the APD Internal Affairs Office. [REDACTED] said she had no involvement in that investigation and was not aware of any APD officers who assisted or provided information in that case or any other OIG investigation. Further, [REDACTED] said she was not aware of any APD employees having their duties changed as a result of their cooperation with an OIG investigation and if an employee cooperated or provided information in an OIG investigation, they would likely not inform her or their direct supervisor.

On May 8, 2019, the RA and Associate Counsel [REDACTED] interviewed APD [REDACTED] [REDACTED] is the [REDACTED] of the Police Department in the [REDACTED] Division and is assigned to [REDACTED]. He has worked for APD for approximately 25 years. [REDACTED]. He maintains direct supervision over two [REDACTED].

⁴ This email directive was rescinded on February 14, 2019 by an email sent by [REDACTED] Management personnel were directed to contact [REDACTED] or [REDACTED] if either [REDACTED] or [REDACTED] accepted overtime that would result in them working together, to include swaps. Further, [REDACTED] stated that [REDACTED] and [REDACTED] are now allowed to work overtime and swaps together; however, if they work the same shift as a result of overtime, one is to be assigned to [REDACTED] and the other to [REDACTED].

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sergeants, a lieutenant, and a staff executive secretary. [REDACTED] said he does not supervise [REDACTED] and has very limited interaction with him. [REDACTED] said [REDACTED] comes in and does his job but he is not receptive to constructive criticism or being mentored – often interpreting it as being targeted instead.

[REDACTED] said that in February 2019, he participated in a conference call that focussed on family members working together. He said that [REDACTED] made the decision that family members could not work together and [REDACTED] believed [REDACTED] made the decision based on the potential of a spouse or family member overreacting when responding to an incident together. [REDACTED] said that this decision has since been rescinded and now family members are allowed to work the same shift resulting from a swap or an overtime opportunity, including the [REDACTED].⁵ In addition, [REDACTED] said that [REDACTED] and [REDACTED] are also allowed to respond to the same emergency call and he did not recall an occasion where [REDACTED] was told that he could not respond to an emergency if his wife was also responding to the same call.

[REDACTED] said that all APD officers are provided the same opportunity to earn overtime or to do a swap that may result in overtime. [REDACTED] was not aware of an occasion where [REDACTED] was denied an opportunity for overtime. In addition, [REDACTED] said he was aware that [REDACTED] had applied for a K-9 Officer position and that he did not get the job. [REDACTED] said a panel makes recommendations for these positions and then final approval is made by [REDACTED].

Finally, [REDACTED] told us that he was interviewed by the OIG for an investigation that involved [REDACTED] and his brother. [REDACTED] did not know whether [REDACTED] or any other APD employee was interviewed or had provided information as part of that investigation. Also, [REDACTED] stated he was not aware of any APD employee who had their duties changed as a result of their cooperation in an OIG investigation.

On May 8, 2019, the RA and Associate Counsel [REDACTED] interviewed APD [REDACTED]. [REDACTED] is the [REDACTED] of the [REDACTED] Division and has been employed by APD since 2010. [REDACTED]

⁵ [REDACTED] stated that [REDACTED] and his wife are not allowed to be assigned the same permanent tour, but they are allowed to work the same shift when working overtime or a swap. [REDACTED] said that when the [REDACTED] work the same shift, they are physically separated and assigned to different locations at [REDACTED] (e.g., [REDACTED]).

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██████████ described his relationship with ██████████ as professional but said he has very limited interaction with him. ██████████ said that ██████████ started as a "pretty strong Police Officer" who was very active with arrests his first couple of years but he has not been very active since that time, and described him as an "average" employee. ██████████ was asked if he makes any decisions regarding ██████████ that involve his shift assignments, overtime, or potential promotions/job changes. ██████████ said that he is not involved in shift assignments or overtime because that is typically handled by the captain or a sergeant. However, ██████████ said that he and ██████████ would be involved in the promotion of APD employees in the division.

██████████ said there was a time when the ██████████ were not allowed to work the same shift and that ██████████ did not want the ██████████ to work together after they were married. ██████████ said that ██████████ never told him the reason behind the restriction, but he made it clear that they were not to work together. ██████████ said that ██████████ is currently allowed to work the same shift as his wife as long as they are assigned to different locations within the station.⁶ Further, ██████████ said that both ██████████ and ██████████ are allowed to respond to the same emergency situation if they work the same shift, and that he did not recall an occasion where ██████████ was told that he could not respond to an emergency if his wife also responded to the same call.

██████████ said that all APD officers, including the ██████████ are allowed to work overtime and to do swaps, which result in overtime hours. ██████████ reiterated that if ██████████ or ██████████ accept an overtime opportunity or do a swap resulting in them working the same shift, they may do so as long as they are physically separated and assigned to different parts of the station. ██████████ acknowledged that during the time when ██████████ did not want the ██████████ working the same shift, there may have been a single occasion in which ██████████ was denied an overtime opportunity. However, ██████████ stated that, if this occurred, ██████████ name would have been moved to the top of the list in the overtime book, and he would have been provided the next overtime opportunity that arose. In addition, ██████████ said it was a relatively short period of time between when the ██████████ were not allowed to work the same shift to when the directive was

⁶ ██████████ stated that ██████████ Amtrak Labor Relations, and the Amtrak Fraternal Order of Police came to an agreement that allowed the ██████████ to work the same shift, as long as they were in separate parts of ██████████.

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rescinded, and that he did not believe that the [REDACTED] were treated any differently than any other married couple within the department.

[REDACTED] told us that [REDACTED] applied for K-9 Officer positions in the past and took the sergeant's exam as well. [REDACTED] said the sergeant's exam is offered every three years department-wide. [REDACTED] said [REDACTED] passed the exam and is eligible for promotion if a vacancy opens but believed there were other candidates that did better on the test, stating, "He's a couple names down" on the list. Regarding the K-9 positions, [REDACTED] said a panel conducts the applicant interviews and makes a recommendation to the Chief and then the Chief picks one of the top three names on the list. [REDACTED] said that [REDACTED] has a pending disciplinary action because he "was somewhat untruthful during an investigation and found guilty of that." [REDACTED] was asked if the pending discipline would hinder [REDACTED] aspirations for a promotion or a position change. [REDACTED] replied, "I think it could and, quite honetly, I think it should."

Finally, [REDACTED] said he does not know of any APD officers who have made a complaint to the OIG or who have cooperated with, or provided information to the OIG – to include [REDACTED]

On July 15, 2019, the RA and Associate Counsel [REDACTED] interviewed APD [REDACTED]. [REDACTED] is the [REDACTED]. [REDACTED] said his responsibilities include [REDACTED], and to prevent incidents from occurring. [REDACTED] said he has never directly supervised [REDACTED] and said their interaction is very limited. [REDACTED] said he has seen some "troubling things" regarding disciplinary issues involving [REDACTED] and that his name has surfaced a few times with regard to the improper use of force.

[REDACTED] said he does not make any decisions regarding [REDACTED] shift assignment or overtime; however, after the [REDACTED] were married, it was brought to his attention that the [REDACTED] worked the same shift together. [REDACTED] said, "Whether it's a written policy or unwritten policy, it's probably not a good thing to do." [REDACTED] said the department, subsequently, developed a policy that allowed the [REDACTED] to work the same shift for overtime purposes, as long as they were assigned to different locations [REDACTED]. [REDACTED] stated that the policy is not just for married couples, but that it also applies to any family members employed by APD. Further, [REDACTED] stated

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that the policy was not issued to target the [REDACTED] or to intentionally deny [REDACTED] overtime opportunities.

When we asked [REDACTED] what prompted the decision to not allow the [REDACTED] to work an overtime shift together, he said the decision was made for the benefit of the [REDACTED] and the department. As an example, [REDACTED] reasoned that if [REDACTED] called for back-up and his wife responded, emotions might take charge and become involved, and that would not be healthy for them or the department.

With respect to the issuance of the "Assignment & Supervision of Family Members" Policy, [REDACTED] explained that the policy was not just implemented due to the issues involving the [REDACTED] but, rather, that some of APD's policies are very dated and, for some topics (e.g., family members working together), there was either little or no written policy pertaining to the subject at all. [REDACTED] said there are several husband and wife couples employed by APD, so it was important to implement this policy. He said, however, that the other married couples are all assigned to different divisions, but that it was not practical to reassign one of the [REDACTED] to a different division, even though APD is in need of police officers in Philadelphia and Washington, DC.

[REDACTED] was asked about his March 6, 2019, meeting with [REDACTED] [REDACTED] said that [REDACTED] wife, [REDACTED] participated by telephone and a union representative may have also attended. [REDACTED] said there were several reasons for having the meeting with [REDACTED]. He said that APD was "getting machine gunned with Hotline tips" referred by the OIG's office. Although [REDACTED] did not suspect that [REDACTED] was behind the Hotline complaints, he said he heard a lot of "gossip" that the new policy was all directed at [REDACTED] and his wife. [REDACTED] decided to meet with the [REDACTED] to let them know that the policy was not the "[REDACTED] policy." [REDACTED] wanted to explain that the policy was intended for and directed to the whole department and all family members who work together.

[REDACTED] said it is up to the command of the [REDACTED] Division to decide whether the [REDACTED] can do swaps and whether they can both respond to an emergency call when working the same shift. [REDACTED] said he was unaware of an occasion where [REDACTED] was told he could not respond to an emergency call if his wife responded to the same call and that he did not specifically know whether the [REDACTED] were allowed to partake in swaps. In addition, [REDACTED] said he did not know whether the [REDACTED] were allowed to

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accrue overtime pay but said, "I don't know. I don't see why not." [REDACTED] said he is aware of one time when [REDACTED] was denied an overtime opportunity and that it was when it was first brought to his attention that the [REDACTED] were married and working the same shifts. [REDACTED] said that once management figured out the proper way to handle their situation, [REDACTED] would have been offered the next available overtime opportunity.

[REDACTED] said he knew that [REDACTED] had applied for other assignments, such as K-9 Officer positions, but his name has never been forwarded to him for selection by the panel.⁷ [REDACTED] said that since these positions involve less supervision and more responsibility, the selections are based on the results of the interview, past performance, and whether there have been any disciplinary issues. Regarding a promotion to sergeant, [REDACTED] said [REDACTED] was required to take an exam and did not know "where he stands on the [score] list."

[REDACTED] told us that he did not know whether any APD officers have cooperated in an OIG investigation and did not believe the officer(s) would typically inform their supervisor of such cooperation. Regarding whether [REDACTED] ever provided information or cooperated in an OIG investigation, [REDACTED] said he was only aware that [REDACTED] contacted the OIG regarding this instant investigation because [REDACTED] had copied him ([REDACTED] on the emailed complaints sent to Inspector General Kevin Winters earlier this year.

At the conclusion of our interview, [REDACTED] added that he is consistent in how he makes decisions, especially regarding discipline. [REDACTED] said the one thing he cannot tolerate is falsifying reports and lying. He stated that [REDACTED] is currently facing a 25-day suspension and that it could potentially hold him back when applying for a position, such as a K-9 Officer, and depending on who else applied for the same position. [REDACTED] explained that if he had an applicant with a clean record and someone who is facing a 25-day suspension, "Who am I going to take?" [REDACTED] added that once [REDACTED] serves his 25 days, "It's a clean slate. He did it. He's done, he's served his time, hopefully he learned from it."

⁷ [REDACTED] explained that the K-9 Officer position is an "appointment," not a "promotion." He said that, when there are job announcements for K-9, the Special Operations Unit or detective, a panel interview is conducted. The panel then makes a recommendation and, ultimately, the [REDACTED] for that particular division will make a recommendation to him. [REDACTED] said recommendations of the panel are usually accepted.

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[REDACTED] The RA conducted a review of the information, which failed to produce any information regarding possible retaliation or harassment directed at Officer [REDACTED]

No evidence was developed to substantiate [REDACTED] allegations that he was harassed or retaliated against due to his cooperation in an OIG investigation. This investigation will be closed.

Prepared By: Senior Special Agent [REDACTED]
Amtrak Office of the Inspector General
Office of Investigations
10 G. Street, NE
Washington, DC

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Office of Investigations

Case Number: IL-17-0072-HL-O

Date: October 22, 2018

Subject: [REDACTED]; et.al.

Former [REDACTED]

[REDACTED]
Chicago, IL

Investigative Activity: Case Closing

On December 1, 2016, the Amtrak Office of Inspector General received an anonymous complaint alleging in summary that [REDACTED] Senior [REDACTED] and [REDACTED] [REDACTED], Transportation, Chicago, IL, accepted Green Bay Packers suite tickets from Amtrak vendor Patrick Henry Creative Promotions [REDACTED] [REDACTED] was alleged to have accepted suite tickets for himself and for his son because they are both known Green Bay Packers fans, and they both attended the game with Patrick. The anonymous source stated that other Chicago Amtrak officials, including Benjamin "Ben" Sheets (Sheets), former Superintendent Operations II, Transportation; and [REDACTED] former (at the time) Deputy General Manager, Transportation, regularly accepted sporting event tickets from customers and other contractors who were doing business at Chicago's Union Station (CUS).

During the preliminary investigation, a search of [REDACTED] emails provided evidence of email communication between [REDACTED] and [REDACTED]. In one email exchange, which occurred on August 25, 2016, [REDACTED] referenced Green Bay Packers tickets for the Texans, Bears, and Super Bowl games for [REDACTED] and [REDACTED].

Interviews of [REDACTED]

On May 1, 2017, [REDACTED] was first interviewed and when initially asked if he ever accepted any sporting event tickets or anything of value from any vendor or contractor doing business with Amtrak, [REDACTED] initially denied having accepted any tickets from Amtrak vendors or contractors. However, upon further questioning, [REDACTED] admitted that he accepted Green Bay Packers (Packers) suite tickets from [REDACTED] to attend a Packers versus Dallas Cowboys playoff game in or around December 2014. [REDACTED] indicated he accepted the suite tickets for himself and his two sons to attend the game. According to [REDACTED] [REDACTED] provided the tickets to [REDACTED] but refused to accept [REDACTED] offer for payment for the tickets because [REDACTED] wanted to take [REDACTED] to the game. Our investigation disclosed that [REDACTED] knew that [REDACTED] had been doing business with Amtrak at the time when he accepted the event tickets. [REDACTED] told us that [REDACTED] was doing business with Amtrak before [REDACTED] and [REDACTED] first met.

We interviewed [REDACTED] again on May 5, 2017, and during that interview, [REDACTED] told us that he had also accepted tickets for a previous game on January 11, 2015. [REDACTED] stated, "I read the policy, and I know where I fell short." [REDACTED] said he did not feel it was [REDACTED] intention to utilize

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use the tickets in “any way to curry favor.” ██████ stated, “I read the policy and know that it was a violation of 11.4 and 11.5 because it exceeds limits of gift.” ██████ further stated, “It was a gift. Completely understood. I fell in arrears of those sections of the policy.” ██████ confirmed again that he never reported this on his yearly Certificate of Compliance Forms.

██████ resigned from the company effective January 1, 2018 following the issuance of our Report of Investigation to the company.

Interviews of ██████

On June 12, 2018, ██████ was interviewed about receiving Chicago Bears tickets from ██████. ██████ stated that he received a call from ██████ asking if he wanted tickets, and that he told ██████ he could not attend the game. ██████ believed he could not attend the game because he already had other plans. ██████ accepted the tickets and gave them to his friend. ██████ mailed the tickets to ██████ at Chicago Union Station. ██████ believed the tickets were for the December 18, 2016 game, which was against the Green Bay Packers.

We also confirmed that, when ██████ accepted the event tickets from ██████ he knew that ██████ was conducting business with Amtrak and was seeking to do additional business, including a “beer garden project” at Chicago Union Station and expanding the Cocktails on the Rails program. ██████ recalled a luncheon hosted on ██████ railcars parked at Chicago Union Station, which ██████ and several other Chicago-based Amtrak managers attended, which ██████ thought was likely related to the beer garden project. Amtrak’s Accounts Payable records reflect that, on May 13, 2015, ██████ invoiced Amtrak \$350.00 for an “Amtrak Business Luncheon 12 guests.” The invoice was sent to “Attn: ██████.”

On March 13, 2017, we also interviewed ██████ as part of our previous investigation into former Amtrak employees, Benjamin Sheets and ██████. ██████ was asked if he ever accepted any sporting event tickets or anything of value from a vendor or contractor doing business with Amtrak. At that time, ██████ denied ever receiving anything from a vendor or contractor, including sporting event tickets. This interview occurred only three months after ██████ accepted the tickets from ██████ for the December 2016 game.

██████ resigned in lieu of termination effective August 17, 2018 following the issuance of our Report of Investigation to the company.

Other Amtrak employees listed in complaint:

On May 5, 2018, we interviewed ██████ Trainmaster, because of information gathered from the investigation of ██████ which indicated ██████ accepted something of value from ██████. ██████ claimed his dealings with ██████ were strictly work-related. ██████ told us that, although ██████ offered him entry tickets to the 2016 National Restaurant Association (NRA) event in Chicago, he declined the tickets. ██████ acknowledged receiving small promotional items from ██████ such as company pens and cups, but repeatedly denied that he or any of his family members received any other gratuities, or anything of value and, specifically, denied receiving any gift cards. Despite showing ██████ an email from

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██████████ to ██████████ thanking ██████████ for all that he had done for him, ██████████ maintained that he had only accepted small promotional items from ██████████. We cautioned ██████████ multiple times about being dishonest and providing us with false information, at which point ██████████ admitted that he did, in fact, receive three Target gift cards (\$50 each in value) from ██████████ two cards in 2016 and one card in 2017. He also acknowledged that, in or around December 2016 (possibly when ██████████ was in Chicago for a Bears v. Packers game), ██████████ brought a plate of food prepared by the chef on his railcar to ██████████ while he was working in the tower at Chicago Union Station.

██████████ was terminated from his position as Trainmaster, following the issuance of our Report of Investigation, but he exercised his union seniority rights and bumped into the position of Yardmaster.

Documents Reviewed:

During the investigation, we reviewed documents from several sources, including Amtrak emails, Accounts Payable, and witness interviews etc. The documents provided corroborate that ██████████ and ██████████ each received items of value from ██████████ in violation of Amtrak's Standards of Excellence, Amtrak Ethical Conduct and Conflict of Interest policy, P/I Number 1.3.6, and/or the Office of Inspector General policy, P/I Number 2.1.3.

During this investigation, we also developed information indicating that multiple other Amtrak employees received gifts, cash payments and/or other items of value from ██████████. As a result, we opened an investigation into matters related to ██████████ interactions with Amtrak employees. This investigation is ongoing and is being conducted along with the U.S. Attorney's Office, Northern District of Illinois, under IL-18-0226-O. All pertinent case documentation, evidence and reports will be retained under IL-18-0026-O.

Based on the information detailed above, this case will be closed with no further investigative steps.

Prepared by: Special Agent ██████████

Amtrak Office of Inspector General

Office of Investigations

Chicago, Illinois

Distribution: CFO; HQ

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Office of Investigations

Case Number: IL-17-0288-HL-O

March 9, 2018

Subject(s): [REDACTED] St. Paul, MN

Case Closing 302

On June 26, 2017, the OIG received information alleging that St. Paul, MN, [REDACTED] [REDACTED] was authorized to reside at hotels in excess of the allowed per diem rate while assuming an interim manager position in Seattle, WA. The complaint also indicated that [REDACTED] was allowed to work out of his home in Minnesota instead of working out of the station in St. Paul. A further complaint indicated that [REDACTED] may have been leasing his home to Amtrak for office space instead of working out of his office in St. Paul, MN.

Interview of [REDACTED] [REDACTED]

On February 20, 2018 Senior Special Agent [REDACTED] and Special Agent in Charge, [REDACTED], National Railroad Passenger Corporation (Amtrak), Office of Inspector General (OIG), interviewed [REDACTED] [REDACTED], [REDACTED] Supervisor. [REDACTED] indicated that he knows nothing regarding a lease between [REDACTED] and Amtrak or if [REDACTED] ever worked out of his apartment. [REDACTED] indicated that [REDACTED] lived about three blocks from the station in St. Paul. [REDACTED] indicated that he worked in the office space provided by Amtrak in the station. [REDACTED] indicated that [REDACTED] worked in the office every day to his knowledge. [REDACTED] indicated that [REDACTED] would start at 8:00 a.m. and would finish around 2:00 p.m. [REDACTED] indicated that [REDACTED] frequently traveled due to fact that he had to conduct station audits. [REDACTED] indicated that he did not believe that [REDACTED] would ever do anything wrong. [REDACTED] indicated that he has never heard any rumors about [REDACTED] and that he is very "by the book". [REDACTED] repeated that he has absolutely no idea if [REDACTED] ever worked out of his residence. [REDACTED] indicated that he never heard anyone comment about [REDACTED] working out of his home.

Interview of St. Paul Station Lead [REDACTED]

On February 21, 2018 Senior Special Agent [REDACTED] and Special Agent in Charge, [REDACTED], National Railroad Passenger Corporation (Amtrak), Office of Inspector General (OIG), interviewed [REDACTED] Station Lead Agent, St. Paul, MN. [REDACTED] indicated that she does know [REDACTED] and that she had previously worked with him in St. Paul. [REDACTED] indicated [REDACTED] had worked in St. Paul from 2014 through 2017 and left in March or April of that year. [REDACTED] indicated that [REDACTED] had

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an office in the station in the front of the building downstairs. [REDACTED] indicated that she saw [REDACTED] at least 4 times a week when he was working there. [REDACTED] indicated that he did travel, so he was out of the office about half the time. [REDACTED] indicated that she was aware that [REDACTED] worked from home for a few months when his office was being finished. [REDACTED] indicated that she was not aware of him renting his home office to Amtrak. [REDACTED] indicated that [REDACTED] reported to [REDACTED] when he worked in St. Paul. [REDACTED] indicated that [REDACTED] was not a people person. [REDACTED] indicated that she could not imagine [REDACTED] doing anything unethical.

Interview of Chicago [REDACTED] Manager [REDACTED]

On February 26, 2018 Senior Special Agent [REDACTED], National Railroad Passenger Corporation (Amtrak), Office of Inspector General (OIG), interviewed [REDACTED] [REDACTED] Manager for the [REDACTED], Chicago, IL. [REDACTED] indicated that she does know [REDACTED] [REDACTED] and that she had previously worked with him when he was Station Manager in St. Paul. [REDACTED] indicated [REDACTED] later worked as a Station Manager in Seattle. [REDACTED] indicated that [REDACTED] had an office in the station in St. Paul. [REDACTED] indicated that he did work from his residence at times. [REDACTED] indicated that she was not aware of him leasing his home office to Amtrak. [REDACTED] indicated that she has no knowledge of any contracts between [REDACTED] and Amtrak. [REDACTED] indicated that she has no knowledge of any payments made to [REDACTED] by Amtrak for rental of any property. [REDACTED] indicated that [REDACTED] is a "straight arrow", she could not imagine [REDACTED] doing anything unethical.

Interview of Chicago Senior Director for Long Distance [REDACTED]

On February 28, 2018 Senior Special Agent [REDACTED], National Railroad Passenger Corporation (Amtrak), Office of Inspector General (OIG), interviewed [REDACTED] [REDACTED] Senior Director Long Distance for Amtrak. [REDACTED] stated that he formerly was the [REDACTED] for the Empire Builder and the California Zephyr. [REDACTED] indicated that he does know [REDACTED] and that he had previously supervised him when he, [REDACTED], was [REDACTED] for the Empire Builder. [REDACTED] indicated that [REDACTED] was a [REDACTED] on the Empire Builder and that he covered a territory ranging from Milwaukee, WI to Williston, ND. [REDACTED] indicated that [REDACTED] may have occasionally worked out of his residence when he was living in St. Paul. [REDACTED] indicated that [REDACTED] traveled frequently due to his large territory. [REDACTED] stated that he had no knowledge of any contracts, leases or payments between [REDACTED] and Amtrak regarding the renting of his home for office space. [REDACTED] indicated that he thought [REDACTED] was "a very good manager". [REDACTED] indicated that some of the employees probably did not like his management style, so they may have made a complaint. [REDACTED] repeated that he had no knowledge of any contracts, leases

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or payments between [REDACTED] and Amtrak regarding the renting of his home for office space.

Interview of Albuquerque [REDACTED]

On February 28, 2018 Senior Special Agent [REDACTED], National Railroad Passenger Corporation (Amtrak), Office of Inspector General (OIG), interviewed [REDACTED] [REDACTED] Albuquerque, NM. After being advised of his rights (Garrity), [REDACTED] agreed to be interviewed and substantially provided the following information: [REDACTED] stated that that he is currently the [REDACTED] in Albuquerque, NM. [REDACTED] stated that he formerly was the [REDACTED] in St. Paul, MN and a temporary assignment as the [REDACTED] Manager in Seattle, WA. [REDACTED] was advised of the allegations in the case. [REDACTED] was asked if he ever received any compensation from Amtrak for his property, he answered "nope". [REDACTED] indicated that the allegation likely came from some people that he used to supervise because they didn't like being supervised. [REDACTED] indicated that to get any compensation for his property would be wrong and illegal. [REDACTED] indicated that he would never take compensation from Amtrak for his property. [REDACTED] indicated that he didn't have any contracts, receive any remittances or get any payments whatsoever from Amtrak for his property. [REDACTED] indicated that he did work out of his apartment because he didn't have an office until the station was finished. [REDACTED] indicated that he was in charge of the station renovation. [REDACTED] indicated that once he got an office he worked out of the St. Paul Union Depot. [REDACTED] indicated that he travels frequently for his job and he never spends the amount of his per diem limit. [REDACTED] indicated that once Amtrak put him in an extended stay hotel (during his Seattle tenure) he did not even claim any per diem. [REDACTED] indicated that this would be reflected on his travel voucher. [REDACTED] indicated that he is very conscious of what he spends. [REDACTED] indicated he has two cell phones, one for the company and one for himself. [REDACTED] again stated that it would be "totally improper" for him to accept any payments from Amtrak as related to his property. [REDACTED] indicated that he did frequently travel during his tenure in St. Paul. [REDACTED] indicated that he was gone at least 50% of the time because he covered a huge territory.

Review of Expense Reports/Travel Vouchers and Possible Lease Agreements

Special Agents had previously reviewed Expense Reports (ERs) concerning [REDACTED] [REDACTED] detail to Seattle and other travel. The reviews showed [REDACTED] has followed Amtrak policy concerning hotel and meal per diem. Either [REDACTED] has stayed in Amtrak contract lodging while in Seattle or stayed in non-contract lodging within per diem and with prior authorization when contract lodging was not available. Review of four travel authorizations regarding [REDACTED] provided by forensic auditor, [REDACTED], revealed [REDACTED] routinely requested lodging in travelliance hotels at no additional cost to Amtrak.

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When [REDACTED] did not request lodging in travel hotels, he requested lodging in hotels within Seattle per diem limits. HQ's search for vendor leasing agreements concerning [REDACTED] [REDACTED] produced negative results. As of date, there is no indication that [REDACTED] billed Amtrak for non-per diem hotel stays or had any lease agreements with the Corporation.

The allegations are unfounded and no further attention is warranted.

Attachments

N/A

Prepared by: Special Agent [REDACTED], [REDACTED]
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Chicago, Illinois

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Office of Investigations

Case Number: IL-19-0249-HL-O

Date: October 17, 2019

Subject: **Aramark Drivers-Theft**
Chicago, IL

Investigative Activity: Case Closing

On April 15, 2019, [REDACTED] former Senior Food and Beverage Operations Specialist, Amtrak, advised the Hotline that she witnessed Dashcam footage of four separate, but consecutive events, of two Aramark drivers stealing Amtrak commissary product. She advised her boss what occurred and was told verbally and in writing to not report it to Amtrak Police Department (APD).

On April 16, 2019, [REDACTED] clarified that it was part of her duties to review Dashcam video of Company vehicles, including Aramark, and while reviewing Dashcam video of five different Aramark vehicles, she observed [REDACTED] and [REDACTED] Aramark drivers, steal food from a box in the bed of their pickup truck. [REDACTED] reported the alleged theft to [REDACTED], business manager, Aramark, and [REDACTED] General Manager, Aramark. She also reported it to [REDACTED], Senior Operations Compliance Analyst, Amtrak; APD; her supervisor [REDACTED]; and others on her team including [REDACTED] CML Product Development and Customer Service; [REDACTED], Lead Food and Beverage Specialist; and [REDACTED], Human Resources, Chicago, IL. [REDACTED] advised the theft occurred on February 25, 2019, but she did not review the Dashcam video clips until March 26, 2019. [REDACTED] subsequently told her that he talked to APD Investigator [REDACTED], who told him they were not interested in pursuing the case criminally, so [REDACTED] would handle it administratively; however, [REDACTED] did not know if any action took place.

Upon reviewing the four Dashcam video clips in question, SSA [REDACTED] observed [REDACTED] ask [REDACTED] for "that vegan shit I like" and [REDACTED] getting a meal from the back of their pickup truck and bringing it into the truck cab.

On April 19, 2019, [REDACTED] stated during an interview that he did not take anything from Aramark; he never ate any meals from the back of the pickup, never ate a meal on the truck, and did not eat the meal that [REDACTED] got from the back of the pickup. He admitted [REDACTED] might have been messing with the meal box in the back of the pickup they were driving. [REDACTED] further admitted that whether the item was old or new food, [REDACTED] was not supposed to take it. In fact, he asked [REDACTED] why he was taking the meal, and [REDACTED] told him that Amtrak was throwing it away anyway. [REDACTED] did not say anything else to him about this. [REDACTED] did not report this to anyone because he said [REDACTED] was a grown man and could do his own thing.

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Upon playing the dashcam videos for ██████ he acknowledged he asked for the meal, but claimed that he did not get one. He also admitted that ██████ is clearly in the back of the truck, but ██████ was not sure what he was doing. ██████ then changed his story about asking for the meal and claimed he and ██████ were talking about the fact that ██████ liked vegan food, and he has eaten vegan food before in the Aramark Commissary, so that was why he was on the tape asking for the “vegan shit.” ██████ brought something from the back of the truck to the cab, which looked like a veggie meal box, but ██████ did not take it from him. ██████ may have brought the item back to the commissary; however he did not see him do so, nor did he see ██████ eat it.

SSA ██████ notified ██████ that ██████ eyes looked a little glassy and he smelled like alcohol. ██████ then spoke to ██████ in the agents’ presence and agreed he smelled like alcohol and she was going to have him check in with his supervisor.

On April 22, 2019, ██████ stated at the onset of his interview that he was not taking meals from Amtrak for personal use. If food was old or damaged, the Lead Service Attendant (LSA) on the train would tell ██████ or the other drivers to throw it out. Usually, the items were discarded on the train, but at times, ██████ had to take a bag or box of items to the trash bins, or to the commissary to dispose. ██████ stated that he knew he could not take Amtrak meals for his personal consumption whether the food was good or bad, and denied ever taking or eating any Amtrak meals.

Upon showing ██████ the Dashcam video clips, he acknowledged that ██████ said, “Hey that vegan shit I want.” ██████ also acknowledged carrying an Amtrak salad bowl and a vegetarian meal pack into the pickup cab and understood that it looked bad, especially considering what ██████ said. He denied keeping the items, and then stated that he took the items to the commissary and gave it to the supervisor. One could not tell from the video what he put in his pockets, and that it could have been his gloves. He did not get the meals for himself, nor did he take the meals for ██████ or for his personal consumption. If anything, he brought the meals back to the commissary because it was bad and needed to be thrown away, or they were good and had to be restocked.

██████ acknowledged again that he did not recall the specific instance, and he could have given it to his supervisor or left it on top of the cage, but he did not know who the supervisor was that day. ██████ said it was possible the supervisor would not recall ██████ giving him these items, and that it was also possible that the supervisor was not there.

The video only showed that the food was still in the truck and did not show he took it out of the yard. He took the food from the box because the box may have been broken, and

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that he assumed the box was crumbled or crushed. He said that sometimes the meals are rejected by the LSA and given to himself or [REDACTED] for disposal.

On May 8, 2019, [REDACTED] and [REDACTED], District Manager, Aramark, advised they would conduct their own investigation based on the information received by the OIG and advise if any action was warranted. While [REDACTED] and [REDACTED] advised they could not use the Dashcam video due to legal reasons at this time, they could use what we discussed and agreed there seemed to be an integrity issue with the two employees and that integrity was important to them.

On July 11, 2019, [REDACTED] was provided a set of talking points based on the OIG investigation which identified the Dashcam video clips and what [REDACTED] and [REDACTED] told the OIG Agents.

On July 17, 2019, [REDACTED] stated [REDACTED] was removed from Amtrak property due to a separate incident, because he was being watched more closely as a result of our investigation. Further, [REDACTED] was recommending both [REDACTED] and [REDACTED] be removed for not meeting Amtrak standards due to: 1) Tampering with the box when they should not be; 2). Thereby potentially depriving a positive customer experience; 3). Their stories changed during the course of their interviews; and 4). They were therefore unethical.

On July 19, 2019, [REDACTED], Senior Human Resource Manager, Aramark, advised [REDACTED] was terminated on July 10, 2019, for a separate incident that they discovered because he was being closely monitored during the investigation.

On October 10, 2019, [REDACTED] advised he requested Aramark re-assign [REDACTED] to another Aramark account and that their HR department was looking for a similar position with another client. Further, Aramark HR and Labor Relations have vehemently objected to Amtrak's termination request due to a failure of process whereby the investigation, charges and discipline should have occurred within ten (10) days of the event, and that did not take place. Aramark felt they would lose the case against [REDACTED] in arbitration and we would be subject to other financial impacts.

It is recommended this investigation be closed as substantiated with the understanding that [REDACTED] was terminated from Aramark and [REDACTED] is under observation and may be removed from Amtrak's account.

End of Report

Prepared by: Senior Special Agent [REDACTED]
Amtrak Office of Inspector General
Office of Investigations

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Chicago, Illinois



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Office of Investigations

Date: October 21, 2019

Case Number: IL-19-0457-S
Case Classification: Major Misconduct and General Crimes

Subject: [REDACTED] SAP # [REDACTED]
Chicago, IL

Case Closing 302:

On August 12, 2019, Senior Special Agent (SSA) [REDACTED], Amtrak Office of the Inspector General (OIG), Central Field Office, Chicago, Illinois, received information from [REDACTED], Mechanical Foreman II, Central Region, Chicago, Illinois, regarding allegations that [REDACTED] Carman, Chicago, IL, was currently working at outside employment in the Milwaukee, WI, area without authorization, while on FMLA from Amtrak. Based upon this allegation, a case was opened by the OIG.

A check was made with the Program Integrity Unit, Wisconsin Department of Workforce Development. [REDACTED] had no wages on file for the State of Wisconsin for the previous 6 quarters. The system used detects wages for all states except Alaska, Hawaii, Oklahoma and Virginia. The only wages showing for [REDACTED] were in the first quarter of 2018. The State of Illinois reported that [REDACTED] earned \$700.00 in the first quarter of 2018 at Kelly Services.

During a check of SAP, it was determined that [REDACTED] resigned from her Amtrak employment on September 13, 2019.

Based upon the above information, no further investigation is warranted at this time. It is recommended that the case be closed.

Prepared by: Senior Special Agent [REDACTED]
Central Area Field Office-Investigations
Amtrak Office of Inspector General

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Office of Investigations

Case Number: MA-17-0198-HL-P

March 13, 2018

Subject: [REDACTED] et. al.
Hamden, CT

Case Closing:

The Amtrak Office of Inspector General (OIG) received a Hotline Complaint (#480) that included a number of allegations. The reporting agent interviewed the complainant to obtain more information about the allegations and determine which allegations merited further OIG investigation. The complainant could not provide any supporting documentation or other evidence regarding the allegations, and in many instances declined to identify subjects or witnesses referenced in the complaint. On March 12, 2018, OIG referred allegations to Amtrak for potential handling that either were not investigated due to the lack of information provided by the complainant, timeliness of the reporting of the alleged incident, etc. or, a limited review of the subject was conducted but no substantiating information was obtained.

Allegations that [REDACTED] is often intoxicated at work; parks his Amtrak vehicle at the East Rock Package Store in Hamden, CT and drinks alcohol during his shift every day; and, that Hamden Police Department found [REDACTED] with alcohol in his Amtrak vehicle in a public parking lot were investigated.

Agents observed the Amtrak vehicle [REDACTED] assigned to [REDACTED] parked next to a large van in the East Rock Package Store in Hamden, CT on October 14, 2017, December 4, 2017, and February 13, 2018. On the first two occasions, Agents observed [REDACTED] sitting in the vehicle during the middle of the day, but did not see him drinking or purchasing alcohol. On February 13th, Agents and an Amtrak Police Department (APD) Detective observed [REDACTED] enter East Rock Package Store and purchase lottery tickets. [REDACTED] remained in the store under observation for over thirty minutes from approximately 1:22 PM to 1:55 PM. During this time he interacted with an employee and other patrons while scratching lottery tickets. [REDACTED] did not appear intoxicated and did not purchase any alcohol. After [REDACTED] left the store he sat in his vehicle for approximately twenty minutes during which time he appeared to be eating.

The complainant declined to identify the Hamden Police Department officer who allegedly found [REDACTED] with alcohol in his vehicle in a parking lot. A search in the [REDACTED] system found no record of the alleged contact with [REDACTED] by a Hamden Police Department officer, and no record of any other alcohol-related incidents. Checks of [REDACTED] and Connecticut State Police systems revealed no records for [REDACTED] involving alcohol-related offenses.

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Any response from the company regarding the allegations referred March 12, 2018, will be administratively uploaded into AIM.

This case is closed.

Attachments:

Prepared by: Senior Special Agent [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
2 South Station, 2nd FL
Boston, MA 02110

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Office of Investigations

Major Misconduct and General Crimes

Case Number: PA- 17-0291-O

May 15, 2018

Subject:

[REDACTED]
Wilmington, DE

Case Closing:

In a letter dated June 2017, [REDACTED] Amtrak Assistant Superintendent Train Movements, alleged various examples of misconduct on the part of [REDACTED] Amtrak [REDACTED]. In addition to the allegations from [REDACTED] the OIG received an anonymous letter in January 2018 with more allegations against [REDACTED].

[REDACTED] primary allegation related to [REDACTED] involvement with the Amtrak 40th Anniversary Train/Exhibit train, initially referred to as the Museum Train. In addition, [REDACTED] alleged that [REDACTED] was involved in an affair with [REDACTED] an engineer assigned to the train. [REDACTED]

[REDACTED] alleged that [REDACTED] time with [REDACTED] and the Museum Train left him unable to address critical Amtrak matters. [REDACTED] stated that he reported [REDACTED] activities to his chain of command in the spring of 2012. He claimed [REDACTED] used the Museum Train as a “party train”, using public funds to further his romantic affair with [REDACTED]. [REDACTED] advised that train was dubbed “the lap dance express”.

[REDACTED] also wrote in his letter that the “party train” operated “for several years all over the country: fuel, meals, hotels, flights, access charges, etc. I advise reviewing the years 2011 through 2016.”

The investigation into these allegations revealed the following:

- Former Amtrak President and Chief Executive Officer Joseph Boardman wrote, in an April 2011 article, that “our special 40th anniversary exhibit train comprised of restored equipment and customized display cars, will embark on a yearlong, cross-country journey.” The anniversary train ran from May 2011 to May 2012 and was renamed the Exhibit train and continued operating until October 2016.

- [REDACTED]

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- According to the temporary management assignment policy, the assignments should only last 180 days, however [REDACTED].
- An email was found from [REDACTED] to several employees handling temporary management assignments on June 8, 2012. [REDACTED] wrote, "[REDACTED] (SAP [REDACTED] from the [REDACTED] crew base is continuing to work in a [REDACTED]. At this time, we anticipate requiring his use thru July 2012."
- An email was found from [REDACTED] to [REDACTED] and [REDACTED] dated March 13, 2014. [REDACTED] wrote, "This form needs to be updated for [REDACTED] so he can get paid. It should be done every six months and I was doing it when I was General Manager based on what we had originally set up with [REDACTED]. Since I'm no longer in that position, this should probably come out of Government Affairs."
- The reporting agent could only locate one of the [REDACTED] forms for [REDACTED] that was completed by [REDACTED] in March 2014. The reporting agent could not locate any of the forms signed by [REDACTED] that were supposed to be completed every 6 months.
- [REDACTED] was assigned as General Manager [REDACTED] from 2010 to 2014 when he was promoted to [REDACTED]. [REDACTED] stated that he only had one direct report, [REDACTED], when he was in the General Manager position.
- [REDACTED] was interviewed and stated that [REDACTED] asked her to complete all of [REDACTED] travel authorizations and expense reports. The reporting agent also located several emails where [REDACTED] would refer to [REDACTED] as [REDACTED] supervisor.
- [REDACTED] requested, through Amtrak Reprographics, to make a full-size poster for [REDACTED] birthday on April 17, 2012. This poster was mailed to the reporting agent from [REDACTED] received the poster from [REDACTED], who found the poster in his residence. The cost to Amtrak was minimal.
- An email was located from [REDACTED] to several Mechanical employees dated December 7, 2010 with subject: [REDACTED]. [REDACTED] wrote, "Currently the [REDACTED] is being worked up as a display car for the 40th anniversary train at Bear. Is it possible to renumber this car to [REDACTED] when complete due to the mods that we're making for the displays?" The reporting agent searched SAP for [REDACTED] and his SAP# is [REDACTED].
- [REDACTED] pay was charged to RESCEN #5007 while on the [REDACTED] assignment. This RESCEN belongs to operating practices-field instructors. The reporting agent interviewed [REDACTED], former [REDACTED],

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who stated that 5007 was assigned to him and he did not know that an employee [REDACTED] was charging to his RESCEN.

- An email was located from [REDACTED] to several employees regarding [REDACTED] pay dated July 21, 2011. [REDACTED] wrote, "He's approved for up to 7 days/week although he may have some weeks where he only works 5 or 6 days."
- An email was located from [REDACTED] to [REDACTED] dated August 13, 2016 with subject: [REDACTED]. [REDACTED] wrote, "As you know I have not been a supporter of this train for four years."
- The reporting agent reviewed years' worth of [REDACTED]
[REDACTED] from [REDACTED] to [REDACTED]
[REDACTED] when [REDACTED]
- The reporting agent reviewed budgetary documents from Government Affairs related to the Exhibit train and all of the costs would always come in under budget for each year.

The anonymous letter received in January 2018 alleged that [REDACTED] held a personal financial stake in the private cars owned by his "boyfriends". [REDACTED] and the owner of the "Fort Lauderdale" named [REDACTED] were interviewed and both denied that [REDACTED] had any ownership with the car.

[REDACTED] did travel on his own personal time to do work on the private car in Colorado with [REDACTED]. The work was completed on weekends. They did talk about the opportunity of investing in an additional private car, however [REDACTED] backed out due to potential conflicts with his position operating [REDACTED] and [REDACTED] said he could not afford it right now anyway.

The investigation determined that [REDACTED] used company assets on dozens of occasions in researching information for the "Fort Lauderdale". [REDACTED] used his company assigned computer to communicate with individuals knowledgeable about the private car industry as well as setting up meetings with other Amtrak employees to discuss private car issues - including maintenance, needed parts, and inspection services - that he encountered while on company time.

[REDACTED] stated that he often worked 12-hour days and was on-call 24/7. [REDACTED] estimated that he spent approximately one hour a week involved with the "Fort Lauderdale" private car issues.

Also, [REDACTED] admitted to renting a car on business travel and driving [REDACTED] from the Indianapolis airport directly to the Amtrak Beech Grove facility to pick up parts for the

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"Fort Lauderdale" as well as take a tour of the facility. Afterwards, [REDACTED] drove [REDACTED] to the conference that they were both attending.

The investigation failed to substantiate that [REDACTED] conduct resulted in significant financial harm to Amtrak.

Case closed.

Prepared By: Senior Special Agent [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
Philadelphia, PA

DISTR: File

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Via Electronic Mail

Memorandum

To: Scot Naparstek
EVP/Chief Operating Officer

From: George L. Dorsett 
Assistant Inspector General, Investigations (Acting)

Date: May 9, 2017

Subject: Investigative Report: [REDACTED] *Customer Service Representative, Transportation, Indianapolis, Indiana* (OIG-I-2017-518)

This memorandum presents the results of our investigation into allegations that [REDACTED] Customer Service Representative, Transportation, Indianapolis, Indiana, overcharged an Amtrak (the company) customer and took the excess cash. We confirmed this allegation and found that [REDACTED] violated Amtrak's Ethical Conduct and Conflict of Interest Policy, in addition to Amtrak's Standards of Excellence. We are providing this report so that you may take whatever administrative action you deem appropriate.

Why We Conducted the Investigation

On September 22, 2016, a Customer Service Quality Supervisor provided our office with information alleging that [REDACTED] overcharged a customer, [REDACTED] for a sleeper room accommodation [REDACTED] booked for her granddaughter, [REDACTED]. According to the allegations, [REDACTED] then took the excess cash.

The Results of the Investigation

Our investigation confirmed the allegations that, on September 20, 2016, [REDACTED] overcharged an Amtrak customer, [REDACTED] for sleeper room accommodations and

took the excess cash. Specifically, we found that █████ charged █████ a price of \$344 for an upgrade to a sleeper room when the actual price was \$244 and kept the \$100 excess.¹

On September 30, 2016, we interviewed █████ a Customer Service Representative who worked with █████. █████ stated that █████ first approached him and was seeking to send her granddaughter to New Jersey and had inquired about upgrading her pre-existing ticket for a sleeper car. █████ stated that when he initially pulled up the price for the sleeper car, the computer showed a price of \$343. █████ told us that █████ felt the price was too high and did not upgrade her ticket. When █████ returned moments later, █████ was assisting her. █████ stated that when █████ pulled up the cost of the ticket upgrade, the price had increased to almost \$500. At that time, █████ called Amtrak Customer Service and they were able to reduce the cost of the ticket down to \$243, which █████ observed on the computer. However, █████ stated that he overheard █████ tell █████ that the cost of the ticket was still \$343—\$100 more than the actual price. █████ ultimately made the decision to upgrade her pre-existing ticket.

█████ stated that he observed █████ pay approximately \$243 on her credit card and then pay the remainder, approximately \$100, in cash, by handing █████ five \$20 bills. After the transaction, █████ said that █████ walked into the back area and offered to give him half of the money, which he refused to accept. █████ then observed █████ putting the cash in the front right pocket of her vest. █████ said that █████ later called him, claiming that she felt bad about what she had done and that she called █████ and told her to return to the office to pick up a refund.

█████ reported the incident to █████, Lead Customer Service Representative, who instructed █████ to report the incident to a supervisor. █████ then reported the incident to a supervisor, as instructed.

On September 30, 2016, we interviewed █████. Initially, █████ provided inconsistent statements and denied overcharging █████ or taking the excess cash for herself. However, after further questioning and being confronted with her inconsistent statements, █████ admitted that she misquoted the price of the ticket and kept the excess \$100 cash. █████ also admitted that she offered half of the money to █████ and that █████ refused to take any of it. █████ acknowledged that what she did was wrong and that she should not have spent the cash. She also stated that she should have returned the money to the company.

¹ While █████ is the subject of an ongoing criminal prosecution for this action by the State of Indiana, this administrative report focuses on her violations of company policy.

The Violations

██████ actions of lying about the cost of the ticket and keeping the excess \$100 are in violation of:

- Amtrak Standards of Excellence policy
- Amtrak Ethical Conduct and Conflict of Interest policy, 1.3.6

For Your Information

At the request of the appropriate officials, we will provide support for the information referenced in this report. Please advise us within 45 days of the date of this report of any action taken on this matter.

If you have any questions concerning this report, please contact me at ██████ or ██████.

cc: William H. Herrmann, VP/Human Resources
Keren Rabin, Acting Deputy General Counsel




OFFICE of INSPECTOR GENERAL
NATIONAL RAILROAD PASSENGER CORPORATION

Via Electronic Mail

Memorandum

To: Scot Naparstek
EVP/Chief Operating Officer

From: George L. Dorsett 
Assistant Inspector General, Investigations

Date: January 5, 2018

Subject: Investigative Report: *Violation of Company Policy by 14 Employees for Providing Passenger Information for Personal Gain* (OIG-I-2018-503)

This report presents the results of our investigation into allegations that 14 Amtrak (the company) employees violated company policy by providing passenger information for personal gain to special agents from the U.S. Drug Enforcement Administration (DEA) without company approval. The employees, who are stationed at various locations throughout the Midwest, Southwest, and Western areas of the United States, were documented as confidential sources for DEA and were paid for providing information to DEA and DEA task force members while working for the company. We are providing this report to you for whatever administrative action you deem appropriate.

Why We Conducted the Investigation

In June 2014, we reported that a company employee served as a paid confidential source for DEA while on company time.¹ Specifically, we found that [REDACTED] a Secretary [REDACTED] Transportation Department, [REDACTED], used the Amtrak [REDACTED] Computer System ([REDACTED])² without company authorization to provide confidential passenger information to DEA special agents. In return, DEA paid him a total of \$854,460.

¹ OIG Management Information Report: [REDACTED] Secretary [REDACTED] Transportation Department, [REDACTED] (OIG-I-2014-513).

² [REDACTED] is a company computer system that contains confidential information pertaining to passenger reservations, including names, payment methods, ticket purchases dates, and ~~destinations~~.

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Particularly troubling was that this conduct occurred over a 9-year span [REDACTED], without the knowledge of his management. Moreover, according to Amtrak Police Department (APD) leadership, DEA could have obtained the information free of charge, had DEA simply gone through APD. Our report also included a number of suggestions for management's consideration going forward—such as amendments to the company's Information Technology and Ethics policies, block training on releasing passenger information, and protocols for law enforcement requests for passenger information. On [REDACTED], the company involuntarily separated [REDACTED] from the organization.

Our report also resulted in an investigation by the Internal Revenue Service, Criminal Investigation division regarding [REDACTED] failure to report the funds derived from the DEA as income. On [REDACTED], [REDACTED] pleaded guilty in the Eastern District of [REDACTED] to one count of 26 U.S.C. § 7201, tax evasion, in exchange for other counts being dismissed. Sentencing is scheduled for [REDACTED].³

During the time period we began investigating [REDACTED] Congress and the Department of Justice (DOJ) Office of Inspector General (OIG) began exploring DEA's confidential source program, particularly the use of paid informants to entities receiving federal funds such as Amtrak.

In August 2014, Senator Charles Grassley sent a letter to the then-DEA Administrator, Michele Leonhart. The letter cited our work, criticized DEA's internal controls, and requested more information.⁴

In July 2015, DOJ OIG issued a report on DEA's confidential source policies and oversight of higher-risk confidential sources.⁵ In pertinent part, they found DEA's confidential source policies were not in full compliance with the Attorney General's Guidelines Regarding the Use of Confidential Informants.

On September 28, 2016, DOJ OIG issued another report on DEA's program, which specifically addressed Amtrak issues. The report stated that the information DEA gathered from Amtrak employees (and employees from the Transportation Security Administration) was available at no cost to the government, and that DEA's program violated federal regulations relating to the use of government property, thereby wasting

³ [REDACTED] faces a maximum prison term of 5 years, a maximum fine of \$250,000, and the maximum supervised release term of 3 years. Further, he will be required to pay restitution, to be set by the court at the time of sentencing.

⁴ Senator Grassley's letter to the DEA Administrator, August 7, 2014, <https://www.grassley.senate.gov/sites/default/files/news/upload/CEG%20to%20DEA%20%28Amtrak%29%2C%208-7-14.pdf>

⁵ DOJ OIG, *Audit of the Drug Enforcement Administration's Confidential Source Policies and Oversight of Higher-Risk Confidential Sources*, July 2015, <https://oig.justice.gov/reports/2015/a1528.pdf>

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substantial government funds. Further, they determined that DEA violated or exceeded the terms of its confidential source policies.⁶

The report also found that 33 Amtrak employees were listed as “confidential sources” for the DEA between fiscal years 2011 and 2015. DEA paid them more than \$1.5 million, collectively, over this time period. Of those individuals, 14 are currently employed by the company, mostly as customer service representatives or train attendants. According to DOJ OIG, the DEA paid these 14 employees approximately \$771,128 for information on Amtrak passengers; however, updated payment records from DEA now show that the 14 employees received closer to \$922,588 in total payments.

Accordingly, we conducted this investigation to determine the circumstances in which the 14 employees disclosed confidential Amtrak passenger information to DEA for personal gain.

The Activities We Conducted

To conduct the investigation, we took the following actions:

- Obtained and reviewed relevant confidential source documents from DEA
- Reviewed the personnel files of the 14 employees
- Determined which of the 14 employees have or previously had access to (██████)
- Interviewed each of the 14 employees
- Interviewed APD personnel
- Interviewed relevant Amtrak supervisors

The Results of the Investigation

We found that relatively low-level company employees systematically provided confidential passenger information to the DEA without management knowledge or authorization. In addition to being policy violations and distractions from the employees’ normal duties, these disclosures exposed the employees and workplaces to unnecessary risk as they were gathering information on the activities of potential criminals.

All 14 employees admitted to providing passenger information to DEA agents in exchange for payments, although the payments varied significantly in amount and

⁶ DOJ OIG, *Audit of the Drug Enforcement Administration’s Management and Oversight of its Confidential Source Program*, September 2016, <https://oig.justice.gov/reports/2016/a1633.pdf>

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frequency to each employee. Five employees obtained passenger travel information from [REDACTED] and provided it to DEA agents or task force members assigned to DEA in exchange for payment. Two employees did not have [REDACTED] access, but obtained names or room numbers of passengers from train passenger manifests and provided them to DEA agents. The other seven employees provided information to DEA agents based on their personal observations, such as passengers' suspicious behavior or activities, and accepted payments in return for the information. All of these employees have since been deactivated as DEA confidential sources.⁷

Unlike the [REDACTED] case described above (who secretly provided information to the DEA), there are mitigating factors for many of these employees, such as their mistaken belief that their conduct was authorized. For example, APD officers (as members of the DEA drug task force) actually participated in requesting confidential passenger information from some of these employees.

We found no evidence that senior company leadership, to include APD's leadership, knew that Amtrak employees were serving as paid confidential sources working for the DEA.⁸

Finally, we contacted the appropriate U.S. Attorney's Office for each employee and criminal prosecution was declined on all 14 employees. The 14 employees are listed below.

- [REDACTED] **Customer Service Representative, [REDACTED]. [REDACTED]** routinely provided the DEA agents with confidential passenger information from [REDACTED] DEA records disclosed 57 payments to [REDACTED] totaling \$647,997.

⁷ Several of these employees continue to provide information to DEA agents and task force members, even though they were deactivated.

⁸ In a 2015 DOJ OIG interview [REDACTED] stated that APD had a good working relationship with the DEA and had partnered with them on numerous task forces in the past. In addition, [REDACTED] stated that APD regularly shared Passenger Name Record information with federal, state, and local law enforcement agencies, including the DEA, at no cost to the agencies and as part of their continuing working relationship with these law enforcement agencies. However, [REDACTED] said that she was not made aware of the DEA using Amtrak employees as a confidential sources until October 2013, which she believed was a safety issue affecting not only Amtrak employees, but also passengers and the general public. While [REDACTED] stated that there was no formal process in place for agencies to request Passenger Name Record information from APD, she said that the information the DEA received from Amtrak employees and paid for was readily available from APD at no charge, had the DEA requested it. Though [REDACTED] indicated that she was not made aware of the DEA's use of Amtrak employees as confidential sources, we did not determine whether others in APD management were actively involved or aware of this activity as it was outside the scope of our review.

- **██████████ Senior Customer Service Representative, ██████████.**
██████████ routinely provided the DEA agents with confidential passenger information from ██████████ DEA records disclosed 31 payments to ██████████ totaling \$139,510.
- **██████████ Customer Service Representative, ██████████. ██████████**
directly provided an APD officer with confidential passenger information from ██████████ DEA disclosed four payments to ██████████ totaling \$44,701.⁹
- **██████████ Onboard Services Train Attendant, ██████████.**
██████████ used passenger manifests to provide the DEA agents the names and room numbers of passengers he found to be “suspicious.” DEA records disclosed five payments to ██████████ totaling \$42,830.
- **██████████ Onboard Services Train Attendant, ██████████.**
██████████ did not provide confidential information from company computer systems to the DEA agents, but he provided information about a suspicious passenger. DEA records disclosed one payment to ██████████ totaling \$17,000.
- **██████████ Customer Service Representative, ██████████. ██████████**
routinely provided the DEA agents and task force members with confidential passenger information from ██████████ DEA records disclosed two payments to ██████████ totaling \$15,800.
- **██████████ Onboard Services Train Attendant, ██████████. ██████████**
did not provide confidential information, but when the DEA agents asked her who was in a specific sleeper room, she pointed out the passenger. DEA records disclosed one payment to ██████████ totaling \$6,800.
- **██████████ Onboard Services Train Attendant, ██████████.**
██████████ did not provide confidential information, but when DEA agents asked her if two specific passengers were on the train and whether they had any bags, ██████████ provided the information. DEA records disclosed one payment to ██████████ totaling \$2,000.
- **██████████ Onboard Services Train Attendant, ██████████.**
██████████ did not provide confidential information, but when the DEA agents inquired about two passengers and whether they had any luggage, ██████████ identified their bags. DEA records disclosed one payment to ██████████ totaling \$2,000.

⁹ The APD officer was assigned to the DEA task force.

- [REDACTED] **Onboard Services Train Attendant**, [REDACTED]. [REDACTED] obtained the room number from the passenger manifest pertaining to a passenger of interest to the DEA, which she provided to DEA agents. DEA records disclosed one payment to [REDACTED] totaling \$1,500.
- [REDACTED] **District Station Manager**, [REDACTED]. [REDACTED] provided confidential passenger information from [REDACTED] in response to the DEA agents' inquiries about specific passengers, as well as information about one passenger she found to be "suspicious." DEA records disclosed three payments to [REDACTED] totaling \$1,200.
- [REDACTED] **Passenger Conductor**, [REDACTED]. [REDACTED] did not provide confidential information, but identified a passenger's bags to DEA agents. DEA records disclosed one payment to [REDACTED] totaling \$500.
- [REDACTED] **Onboard Services Train Attendant**, [REDACTED]. [REDACTED] did not provide confidential information, but reported a passenger he found to be "suspicious" to the DEA agents. DEA records disclosed one payment to [REDACTED] totaling \$500.
- [REDACTED] **Yard Conductor**, [REDACTED]. [REDACTED] did not provide confidential information, but reported a passenger he found to be "suspicious" to the DEA agents. DEA records disclosed one payment to [REDACTED] totaling \$250.

The Violations

Violations vary by individual employee, but include the following:

- Amtrak's Ethical Conduct and Conflict of Interest Policy (P/I Number 1.3.6)
- Amtrak's Information Technology Security and Usage Policy (P/I Number 3.1.4)
- Amtrak's Standards of Excellence

For your Information

Appendix A provides details of the investigation. At the request of the appropriate officials, we will provide supporting documentation for the information referenced in this report.

Please advise us within 45 days of the date of this report of any action taken on this matter. If you have any questions about this investigative report, please contact me at [REDACTED] or [REDACTED].

cc: DJ Stadtler, EVP/Chief Administration Officer

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Eleanor Acheson, EVP/General Counsel & Corporate Secretary
Tim Griffin, EVP/Chief Marketing Officer
Christian Zacariassen, VP/Chief Information Officer
William H. Herrmann, VP, Human Resources
Neil Trugman, AVP/Chief of Police
Keren C. Rabin, Acting Deputy General Counsel

APPENDIX A

APPLICABLE STANDARDS

Amtrak's Ethical Conduct and Conflict of Interest Policy (P/I Number 1.3.6). This policy provides that employees are prohibited from using confidential company information or any confidential information of others, obtained by virtue of their employment with Amtrak, for personal gain. This prohibition applies regardless of the nature of the information or of the means by which the information is acquired. Further, the policy states that employees' on-the-job loyalty and attention shall be to Amtrak and that employees are prohibited from directly or indirectly soliciting or accepting cash.

Amtrak's Information Technology Security and Usage Policy (P/I Number 3.1.4). This policy provides, in part, that the use of Amtrak computer systems and network resources, applications systems, and computer facilities is to be conducted in a manner that is consistent with Amtrak's standards of business conduct. Specifically, accessing, disclosing, or releasing Passenger Name Record or other Personally Identifiable Information to non-Amtrak individuals or entities without approval from appropriate Amtrak management (e.g., Amtrak Police, Amtrak management, etc.) is prohibited.

Amtrak's Standards of Excellence. The company's Standards of Excellence require employees to have integrity and prohibits them from using or taking any funds or services, belonging to the company or customers, for personal gain. In addition, the Standards provide that employees have an obligation to perform their duties properly and in accordance with the standards set for their particular jobs. This requires employees to remain alert to their duties at all times, and any activity or behavior that distracts or prevents them from attending to their duties is unacceptable. Likewise, any activities that compromise the safety of customers or the public is strictly prohibited as well.

INVESTIGATIVE RESULTS

██████████ has been employed with the company since September 2, 1980, when she was hired as a Red Cap/Baggageman in ██████████. Currently, ██████████ works as a Customer Service Representative in ██████████.

According to DEA records, ██████ was established as a confidential source on April 3, 2001. ██████ used her access to the company's ██████ system¹⁰ to routinely provide DEA agents with confidential passenger information. ██████ received her first payment from the DEA on September 24, 2001 and her final payment on August 12, 2016. The DEA paid ██████ a total sum of \$647,997 for the information she provided.

On February 2, 2017, we interviewed ██████ accompanied by Lodge Chairman, ██████ acting as a witness for ██████ told us that an APD Officer, ██████ accompanied by a DEA agent—initially asked her to provide passenger information from ██████ to DEA agents and task force members. ██████ said the agents were interested in passengers who purchased last minute tickets with cash. According to ██████ ██████ and the DEA agent told her she would receive ten percent of any money seizures resulting from the information she provided. Accordingly, ██████ stated that she reviewed the passenger manifest and reservations to determine when a passenger purchased a sleeper room, the sleeper room number, the passenger's destination, and the passenger's name. If she considered the reservation to be suspicious, she provided the information to DEA agents. ██████ estimated that, from 1999 through 2013, she provided information to the DEA at least once or twice per day. In addition, ██████ told us that, while she initially provided information to ██████ after approximately two years, ██████ was no longer involved. ██████ stated that, from around 2000 through 2013, she provided the information solely to DEA agents.

██████ told us she did not know how much money DEA paid her. When we told her that the DEA records show she was paid over \$647,000, ██████ appeared stunned by the amount. She said that, in the beginning, her motivation for providing information was "to get the drugs and the money away from the criminals." However, ██████ admitted that she was also motivated by the financial compensation.

According to ██████ in 2002, she asked her supervisor, ██████ if she could release passenger information to DEA agents, and that ██████ told her she could. Prior to that, ██████ said she assumed it was okay to release the information because APD was involved. ██████ said she stopped providing information to the DEA in 2013 or 2014 once an APD Detective, ██████ told her she could not do so.

¹⁰ The ██████ system's banner states in part, "Access and use of this system is restricted, monitored and recorded. By using Amtrak owned and supported computer systems I acknowledge that I have read, am subject to, and bound by all of Amtrak's policies regarding computer usage, information security and records management...I acknowledge that all Electronically Stored Information created or utilized through Amtrak's computer systems are considered property of Amtrak and may only be used and distributed in accordance with Amtrak policies... Access or use of this system without authorization and/or in violation of Amtrak's policies may lead to disciplinary action up to and including termination..."

On April 21, 2017, we interviewed [REDACTED] (retired). [REDACTED] stated that he did not recall providing [REDACTED] permission to provide information to the DEA, but acknowledged there may have been instances when he provided authorization for his employees to provide information from [REDACTED] to law enforcement officials. However, [REDACTED] indicated this would have been on a one-time, limited basis. [REDACTED] said he never gave [REDACTED] permission to conduct random daily searches of [REDACTED] for suspicious passengers, and if she had asked, he “absolutely would have told her no.” [REDACTED] also did not know [REDACTED] was compensated for providing the information.

On May 3, 2017, we interviewed [REDACTED] told us that he was assigned to the DEA task force from 1997 through 2009. He told us that he, initially, asked [REDACTED] to provide the information to DEA and task force members, but that he specifically instructed her to do so only when he was away from the office. Instead, [REDACTED] stated that [REDACTED] began providing DEA agents and task force members with information from [REDACTED] even when he was in the office, and that she “probably got a little too greedy.” [REDACTED] was not aware whether anyone had told [REDACTED] that it was against company policy to provide passenger information.

[REDACTED] has been employed with the company since August 25, 1980 when he was hired as a Red Cap/Baggage man in [REDACTED]. [REDACTED] is currently employed as a Customer Service Representative in [REDACTED]. He also held positions as a Ticket Agent, Statistical Clerk, Accounting Clerk, Passenger Service Representative, and Customer Service Representative.

According to DEA records, [REDACTED] was established as a confidential source on August 29, 1995. [REDACTED] used his access to [REDACTED] to routinely provide DEA agents with confidential passenger information. [REDACTED] said he believed he was allowed to provide the information to the DEA because an APD detective—[REDACTED] knew he was doing so. However, the APD detective stated that [REDACTED] was told numerous times that he was no longer allowed to provide the information, yet [REDACTED] continued to do so. DEA records show 31 payments made to [REDACTED] totaling \$139,510. DEA records also indicate [REDACTED] received the first payment on July 13, 1995 and the last payment on October 28, 2016. [REDACTED] admitted to being paid approximately \$55,000, but said he did not recall the other payments.¹¹

On March 13, 2017, we interviewed [REDACTED] accompanied by an Amtrak employee, [REDACTED], acting as a witness. During his interview, [REDACTED] told us that he has had access to [REDACTED] for approximately 34 years, and that he was documented as a DEA confidential source when he worked in [REDACTED]. [REDACTED] said he

¹¹ [REDACTED] disputed the DEA’s record of the amount paid to him. [REDACTED] said the DEA always paid him in cash and he did not keep track of the amount, but that \$139,510 did not seem correct. He said he did not trust the DEA records.

transferred to ██████ in 2006 and worked there until 2008. ██████ stated that a DEA agent told him to look for passengers who booked recent or last minute travel, and paid cash for their tickets. ██████ told us he queried ██████ and provided passenger names, phone numbers, boarding locations, and destinations to a DEA agent stationed in ██████. ██████ told us he provided the information verbally and via text message. Though ██████ did not recall the exact dates, he said the first time he provided information from ██████ to the DEA was when he was stationed in ██████ in approximately 2006.

In addition, ██████ said that three other Customer Service Representatives in ██████ were also documented DEA confidential sources, and that, while he worked in ██████ he and these three other employees split the DEA payments. ██████ identified the other employees as ██████, ██████, and ██████. ██████ said retired APD Detective, ██████ was present when the DEA documented the three employees as sources in ██████. ██████ said one of the employees is deceased and the other two have since retired. ██████ told us he did not “pool” DEA payments with employees at any other work locations.

██████ stated that ██████ knew he was providing information from ██████ to DEA agents and that ██████ had even told him to “make sure you run the train today,” which meant to query ██████ for suspicious passengers. ██████ said that Amtrak District Manager, ██████, may also have known he provided information from ██████ to DEA agents.

We asked ██████ if he was still providing information to the DEA and he replied by stating that he had been deactivated. However, ██████ stated that he was deactivated as a confidential source approximately three or four months prior to his interview with us. We then asked ██████ when he last provided information to the DEA, and ██████ replied, “...well, last week, week before last, I think. I gave them a few names.” We asked ██████ if he provided information from ██████ on that occasion, and ██████ told us that he did. ██████ clarified that as a deactivated confidential source, he is not receiving payments from DEA; however, he continued to provide information concerning suspicious passengers.

██████ said he did not think he did anything wrong because APD Detective ██████ was involved and knew he was providing the information to the DEA for payment. ██████ told us that his motivation behind providing the information to the DEA was that he thought he was doing something good. We asked if the payment played a part in his motivation to continue providing information, to which ██████ replied, “Quite seriously, I wasn’t.”

On March 27, 2017, we interviewed ██████ who stated he was assigned to the DEA task force from 1996 through 2009, and knew ██████ had been a DEA confidential

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source. ██████ believed ██████ continued to provide confidential information to the DEA even after ██████ departure from the task force. ██████ specifically recalled instructing ██████ that he could not provide confidential passenger information directly to the DEA, and that ██████ was to direct all law enforcement requests for information to ██████ or the APD's toll-free telephone number.

██████ said ██████ was present during several discussions with employees under his supervision pertaining to the unauthorized release of confidential information, including information from ██████. In those discussions, ██████ said he instructed the employees that, if they were approached by someone purporting to be a law enforcement officer, the employee was to direct that individual to contact him or to call APD's toll-free telephone number. ██████ said ██████ was present on several occasions when he discussed the issue, and believed ██████ knew that he was not to provide this information to the DEA or to any other law enforcement officer.

On May 4, 2017, we interviewed ██████ who stated that, at the time, she did not have knowledge of any of her subordinates being documented as DEA confidential sources. Further, ██████ said that she never gave permission to anyone to provide information from ██████ to the DEA, nor did anyone seek her permission. While ██████ could not recall the exact timeframe, she explained that, "around the time the ██████ case was coming to an end," she verbally instructed her employees that they could not release passenger information to any law enforcement officials and that all requests for information had to be referred to APD. Further, ██████ said that during this same time period, she also distributed a memorandum to all of her subordinate employees stating they were not allowed to give out any passenger information and all requests for such information had to be referred to APD.

██████ has been employed with the company since April 21, 2008, when she was hired as a Lead Service Attendant. She is currently employed as a Timekeeper in ██████. She previously held other positions, including Station Cleaner, Baggagehandler, Assignment Clerk, Accounting Clerk, and Customer Service Representative.

According to DEA records, ██████ was established as a DEA confidential source on November 2, 2012. ██████ used her access to ██████ to routinely provide an APD officer, assigned to the task force, with confidential passenger information. ██████ provided the information exclusively to the APD officer. DEA records show four payments made to ██████ totaling \$44,701. The records indicate that ██████ received the first payment on September 24, 2013 and the last payment on February 25, 2015.

On February 2, 2017, we interviewed ██████ accompanied by a Lodge Chairman, ██████. ██████ said she has had access to ██████ since 2010. She said she was approached by an APD Detective, ██████ who asked if she would be willing to be a

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confidential source. [REDACTED] said that she assumed [REDACTED] was working with the DEA.¹² She said [REDACTED] was present when the DEA documented her as a confidential source in late 2012 or early 2013 and that he told her specifically what to look for, such as reservations booked in the last 24 hours and paid in cash, or the purchase of a one-way ticket. [REDACTED] said she provided information from [REDACTED] exclusively to [REDACTED] and that she never provided it directly to the DEA. [REDACTED] said she also provided [REDACTED] with reservation numbers of passengers that she came in contact with at the ticket counter. [REDACTED] told us she provided this information to [REDACTED] approximately once a week for about two years. [REDACTED] said that it was about two years ago when [REDACTED] told her she could no longer provide this information and when she stopped doing so. [REDACTED] estimated she was paid approximately \$50,000 for the information she provided, and said her motivation for providing the information was her belief that not enough was being done about the drug epidemic.

[REDACTED] has been employed with the company since March 11, 1988, when he was hired as a Lead Service Attendant. [REDACTED] is currently employed as a Train Attendant in [REDACTED].

[REDACTED] was established as a confidential source for the DEA on June 6, 2006 and often provided the DEA with the names or room numbers of passengers that he found to be suspicious, which he obtained from passenger manifests. [REDACTED] said he assumed the DEA was working with APD. In addition, DEA records disclosed five payments to [REDACTED] for a total payment amount of \$42,830. He received the first payment from DEA on September 1, 2006 and the last payment on November 28, 2012. [REDACTED] acknowledged he was paid approximately \$33,000, but said he did not recall the other payments for a total payment amount of \$42,830.

On March 15, 2017, we interviewed [REDACTED] wherein he stated that he has never had access to [REDACTED]. [REDACTED] said the DEA documented him as a confidential source approximately five years ago, and that DEA agents told [REDACTED] to notify them if he encountered any suspicious passengers, such as passengers who stay in their rooms with their luggage and purchase last minute tickets with cash. [REDACTED] said he became proficient at identifying suspicious activity, and that, upon doing so, he often obtained the passenger's name from the train manifest and gave it to a DEA agent, along with a description of the passenger. [REDACTED] said he provided this information to a DEA agent stationed in Albuquerque and sent the information via text message or verbally when the agent was present. [REDACTED] also said that there were occasions where the DEA had already identified the room number(s) and name of the passenger(s) they were looking for. On these occasions, [REDACTED] said that he assumed the DEA had obtained the information from APD because the agents simply asked him if a certain individual was

¹² APD Detective, [REDACTED] was assigned to the DEA task force and a review of the DEA reports documenting the payments to [REDACTED] confirmed she provided the [REDACTED] information directly to [REDACTED]

on the train and whether the individual was in a specific room. ██████ said the only information he provided to the DEA was the passenger's name, room number, and physical description.

██████ recalled that the DEA paid him twice for a total amount of approximately \$33,000,¹³ and that the payments were always in cash. ██████ said that because APD officers were often present, he assumed they were working with the DEA agents. Regardless, he always provided the information directly to the DEA and said that he never sought approval to release the information.

██████ stated his motivation for providing the information to the DEA was that he did not want "people running drugs on our train." He said that getting paid was nice, but that he would have still provided the information had he not received payment. Lastly, ██████ said the last time he provided information to the DEA was approximately 2 or 3 years ago. He said it never occurred to him that he should not have cooperated with the DEA.

██████████ has been employed with the company since May 13, 2002, when he was hired as an Onboard Services Trainee. He is currently employed as a Service/Train Attendant providing services in the sleeping cars in ██████████.

██████████ was established as a DEA confidential source on April 23, 2014. ██████████ never provided any confidential information to the DEA, but admitted he was paid \$17,000 by the DEA for information that he provided concerning a suspicious passenger traveling in a sleeper car. DEA records disclosed that ██████████ received one payment in the amount of \$17,000 on November 6, 2015.

On March 15, 2017, we interviewed ██████████ and he stated that he never had access to ██████████ and does not know what it is. ██████████ acknowledged he was documented as a confidential source by the DEA in 2014. ██████████ said DEA agents frequently came on the train and asked the train attendants if they observed any suspicious passengers, such as passengers who do not come out of their rooms or do not leave their bags unattended. ██████████ said he told them of a passenger who was in a first class accommodation, who never left his room, and "seemed like a gangster." ██████████ received the payment after the DEA agents discovered a large sum of currency in the passenger's suitcase.

██████████ said he has not provided the DEA with any additional information because he has not observed any suspicious passenger activity since. ██████████ said his motivation for assisting the DEA was in his belief that selling drugs was wrong.

¹³ The Confidential Source Profile obtained from the DEA disclosed ██████████ was paid five times for a total payment amount of \$42,830.

██████████ said he never came into contact with, nor spoke to any, APD officers.

██████████ has been employed with the company since July 17, 1972, when he was hired as a Ticket Agent. He is currently employed as Customer Service Representative in ██████████.

██████████ was established as a confidential source for the DEA on June 14, 2013 and used his access to ██████████ to routinely provide DEA agents and/or task force members with confidential passenger information. DEA records disclosed two payments to ██████████ totaling \$15,800. The first payment occurred on September 23, 2014, and the last payment was on October 12, 2016.

On February 15, 2017, we interviewed ██████████ and he confirmed that he has access to ██████████ and routinely provided passenger information—including passenger names, when their reservations were booked, and how their reservations were paid—to DEA and task force members. If requested by the officers, ██████████ also provided a printed copy of a passenger's reservation. ██████████ said the task force members routinely spoke to an APD detective in St. Louis known as "██████████"¹⁴ and that he assumed the APD detective knew he was providing information from ██████████ to the DEA and task force officers, but said that he never spoke directly to the APD detective. ██████████ believed he was documented as a confidential source by DEA in approximately 2014. ██████████ confirmed that DEA paid him on two occasions for a total payment amount of \$15,800.

██████████ said that since he has been in ██████████ he has had approximately five "bosses" and no one ever told him that he could not provide the information, but ██████████ acknowledged that he never sought approval from anyone within Amtrak to release the passenger information either. In addition, ██████████ stated that he never told anyone he was a confidential source for the DEA. ██████████ said his motivation for providing the information was because he was "always told to give them the assistance they needed," and that he never would have provided the information had he known he was prohibited from doing so. ██████████ said he is no longer a confidential source because of an article that said that "Amtrak was getting on people for selling a name list," and that he never sold a name list. However, ██████████ did state that he continued to provide information about passengers, if task force members asked for it and, as recently as the morning of his interview, accessed ██████████ and found a suspicious passenger's reservation.

On April 27, 2017, we interviewed APD Detective ██████████ who stated he was aware that ██████████ had been providing passenger information to task force members in ██████████ and that he provided authorization for ██████████ to do so. ██████████ explained that it is not practical for him (██████████) to provide the passenger manifests because the train arrives in

¹⁴ "██████████ has been identified as APD Detective ██████████ stationed in ██████████.

██████ at approximately 4:00 a.m. or 5:00 a.m. and he is stationed in ██████, but that task force members are present when the train arrives nearly every morning. ██████ said the task force sergeant assured him that Amtrak employees in ██████ were not being paid for any information they provided. Therefore, ██████ did not know ██████ had been documented as a confidential source by the DEA or that he had been paid for providing information.

██████ has been employed with the company since June 8, 1987, when she was hired as a Train Attendant in ██████. She remains employed as a Train Attendant providing services to the sleeper cars. ██████ was established as a confidential source for the DEA on June 6, 2013. DEA records disclosed one payment in the amount of \$6,800 on January 30, 2014.

On August 10, 2017, we interviewed ██████ and she said that she does not have access to ██████. However, she believed she may have had access at one time early in her career. ██████ said she believed she was documented as a confidential source in approximately 2013, and that the DEA paid her \$6,800 in cash after DEA agents asked her who was in a particular room, and she pointed to the smoking section and identified the passenger to be wearing a blue shirt. The DEA agents later told her they seized \$75,000 cash from the passenger and that she was entitled to a reward. ██████ said this was the first and only occasion that she provided assistance to the DEA and that she has never provided any information obtained from ██████.

██████ has been employed with the company since April 5, 1999, when she was hired as a Train Attendant. She is currently employed as a Service/Train Attendant in ██████. ██████ was established as a confidential source for the DEA on March 5, 2014. DEA records disclosed one payment to ██████ in the amount of \$2,000 on September 4, 2014.

On July 12, 2017, we interviewed ██████ and she said that she was not familiar with ██████ and has never had access. ██████ acknowledged that she was documented as a confidential source in 2014, and she was paid \$2,000 cash by DEA agents on one occasion. ██████ said that the DEA agents told her to contact them anytime she observed something suspicious on the train, such as passengers who do not leave their rooms, do not want Amtrak personnel to enter in their rooms, or store their bags in their rooms. ██████ said that, on one occasion, DEA agents knew the names and room numbers of two passengers and asked her if the passengers were in their room and whether they had any bags with them. ██████ told the agents she believed the bags were in their room. ██████ said the DEA agents discovered the passengers were in possession of methamphetamine and told her she would receive a reward. ██████ said she knew ██████ (retired APD Detective), but did not know if he worked for

the DEA or APD. She said she could not recall whether it was [REDACTED] or a DEA agent that had asked her about the passengers and their bags.

[REDACTED] said her motivation for providing information to the DEA was that she was doing her job, and if the DEA agents asked her questions, she answered them. [REDACTED] recommended that the company provide training on the release of information and how to cooperate with the DEA, because most employees do not read memos that are sent out by the company.

[REDACTED] has been employed with the company since October 26, 2000 when he was hired as a Train Attendant in [REDACTED]. He is currently employed as a Service Attendant tending to the dining car. [REDACTED] was established as a confidential source for the DEA on April 3, 2014. The DEA made one payment to [REDACTED] in the amount of \$2,000 on September 17, 2014.

On March 15, 2017, we interviewed [REDACTED] and he said that he has never had access to [REDACTED] and does not know what it is. [REDACTED] acknowledged that he was documented as a confidential source by the DEA in approximately 2014 and was paid \$2,000 on one occasion. He said DEA agents pointed out two passengers to him and asked if the passengers had any luggage. [REDACTED] told the agents the passengers had a duffle bag and identified it for the agents. [REDACTED] received the payment after the DEA agents discovered a large quantity of methamphetamine in the duffle bag. [REDACTED] said this was the only occasion where he provided information to the DEA. [REDACTED] said he believed he should always cooperate with law enforcement when requested. He said the DEA agent showed him his badge, and the conductor told him to cooperate with the agent. [REDACTED] said he is no longer working in the sleeping cars and he does not encounter suspicious activities in his current duties.

[REDACTED] has been employed with the company since April 16, 2007, when she was hired as a utility worker in [REDACTED]. [REDACTED] is currently employed as a Service/Train Attendant in [REDACTED]. [REDACTED] was established as a confidential source for the DEA on October 6, 2009. DEA records disclosed one \$1,500 payment to [REDACTED] on December 9, 2010.

On March 15, 2017, we interviewed [REDACTED] and she said that she has never had access to [REDACTED] and does not know what it is. [REDACTED] acknowledged that she was documented as a confidential source approximately eight years ago and that DEA agents paid her \$1,500 on one occasion. [REDACTED] said the agents were looking for a passenger whose name they already knew, but did not know what sleeper accommodation the passenger was in. The agents asked [REDACTED] if the passenger had a bag, and she told them the passenger had a "huge bag" that he kept with him. [REDACTED] obtained the passenger's room number from the passenger manifest, and provided the information to the DEA agents, which resulted in a seizure of marijuana.

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██████████ recalled another occasion where she provided DEA agents with the room number of a passenger. In approximately November or December 2016, ██████████ said that DEA agents asked her if a particular passenger was on the train. ██████████ said she obtained the passenger's room number from the passenger manifest and provided it to the DEA. ██████████ acknowledged that she should not have provided DEA agents with information obtained from the passenger manifest, but she said she believed she had to cooperate with the DEA.

██████████ said the DEA agents gave her instructions to look for passengers who always stayed in their room or would not leave their bags unattended. However, ██████████ said she never contacted the DEA because she was always too busy tending to her duties.

██████████ began her employment with the company on September 8, 2009, when she was hired as a Baggagehandler in Jacksonville, Florida. She is currently employed as a District Station Manager in ██████████ and has been in this role since April 23, 2015. She has also held positions as a Ticket/Accounting Clerk and Customer Service Representative. ██████████ was established as a confidential source for the DEA on January 3, 2012. ██████████ used her access to ██████████ to provide confidential passenger information to the DEA. DEA records indicated ██████████ received three payments totaling \$1,200 from January 2012 to February 10, 2016.

On February 17, 2017, we interviewed ██████████ and she said that she has had access to ██████████ since 2009 and was documented as a DEA confidential source in approximately January 2012. ██████████ said she provided information from ██████████ to the DEA while employed as a Customer Service Representative. ██████████ said she primarily provided information pertaining to specific passengers that the DEA inquired about. For instance, ██████████ said that if the DEA agents asked if "John Smith" was traveling on a specific train on a specific date, she confirmed whether that person was on the train. She also told them whether the ticket was purchased with cash or a credit card. ██████████ also recalled one occasion when she told the DEA of a passenger whom she found to be "suspicious." The passenger was young, traveling with only a backpack, and purchased an expensive sleeper accommodation with cash approximately 20 minutes prior to departure. The DEA acted on the information and seized a large amount of cash.

██████████ estimated she provided the DEA with passenger information less than 10 times and said she recalled being paid on two occasions for a total of approximately \$700, but said she did not recall a third documented payment of \$500. ██████████ said her motivation was not for personal gain, but to help catch people who should not be on the train. ██████████ said she never contacted APD with information pertaining to suspicious passengers and never sought approval from Amtrak management to release passenger information. She said that, when she was promoted to a management position, she stopped providing the DEA with information because she became aware of the Conflict

of Interest Policy. Prior to her management position, ██████ said she never received any information or training that would have prohibited her from providing the information. She also said that, prior to being in a management position, ██████ never questioned providing the information to the DEA because it is a law enforcement agency.

████████ has been employed with the company since May 15, 2006, when he was hired as an Assistant Passenger Conductor. He is currently employed as a Passenger Conductor based in ██████. ██████ was established as a confidential source for the DEA on July 23, 2010. DEA records show one payment to ██████ in the amount of \$500 on August 31, 2010.

On March 14, 2017, we interviewed ██████ and he said that he did not have access to ██████ and never accessed any Amtrak computer systems to provide information to the DEA or other law enforcement officials. ██████ said the DEA documented him as a confidential source approximately four or five years ago and instructed him to be alert for any passenger activity he found suspicious. ██████ said that, on one occasion, he observed two passengers boarding a train, and neither wanted to lift a particular bag on to the train. ██████ said he lifted the bag on to the train and then placed it in a luggage rack. He said the DEA agents later came on the train and asked ██████ if the two passengers had any luggage. ██████ said he identified the bag to the DEA agents and was subsequently paid \$500.

████████ has been employed with the company since April 14, 2005, when he was hired as a utility worker. He is currently employed as a Service/Train Attendant in ██████. He was established as a confidential source for the DEA on March 5, 2014. DEA records disclosed one \$500 payment to ██████ on April 4, 2014.

On April 3, 2017, we interviewed ██████ and he said that he does not have access to ██████ and has never accessed any Amtrak computer systems to obtain information to provide to the DEA. ██████ said the DEA documented him as a confidential source approximately five years ago. He said that, on one occasion, DEA agents came on the train and asked him if there was anything suspicious about any of the passengers. ██████ told the agents they may want to check a specific sleeper accommodation because the passenger never came out of his room. The DEA agents subsequently found the passenger to be transporting drugs in his luggage and paid ██████ \$500. ██████ said this was the only time he ever provided information to the DEA, and that he has no plans to do so in the future.

████████ has been employed with the company since January 9, 2006, when he was hired as an Assistant Passenger Conductor/Trainee. He is currently employed as a Yard Conductor in ██████. He previously held the position of Assistant Yard

Conductor. [REDACTED] was established as a confidential source for the DEA on February 5, 2008. The DEA made one \$250 payment to [REDACTED] on February 15, 2008.

On February 2, 2017, we interviewed [REDACTED] and he said that he is not familiar with [REDACTED] and has never had access to it. [REDACTED] said he never accessed any Amtrak computer systems to obtain information to provide to the DEA or other law enforcement officials.

[REDACTED] said he believed the DEA documented him as a confidential source in approximately 2007. He said someone he knew as a former [REDACTED] police officer approached him and asked him to report any suspicious activity he observed on the train. [REDACTED] said the officer worked with the DEA in some capacity. Subsequently, [REDACTED] reported a passenger he found to be suspicious while employed as an Assistant Conductor in approximately 2007. [REDACTED] said the passenger had accommodations in a sleeper car, but the passenger got off the train before arriving at his ticketed destination. [REDACTED] said he received a payment of \$150 or \$200 from the DEA after the passenger was found to be transporting what he said he believed to be drugs. [REDACTED] said this was the only occasion where he provided information to the DEA.


END OF REPORT



Via Electronic Mail

Memorandum

To: Scot Naparstek
EVP/Chief Operating Officer

From: George L. Dorsett 
Assistant Inspector General, Investigations

Date: January 10, 2018

Subject: Investigative Report: *Violation of Company Policy by Station Manager, [REDACTED] and Lead Customer Service Representative, [REDACTED] Chicago Union Station (OIG-I-2018-504)*

This report presents the results of our investigation into an allegation that [REDACTED] [REDACTED] Chicago Union Station Manager; [REDACTED] Lead Customer Service Representative; and [REDACTED] Customer Service Representative (CSR), wrongfully kept \$1,700 that was found in the station and turned in to the ticket counter to be processed as lost and found. We are providing this report to you for whatever administrative action you deem appropriate.

Why We Conducted the Investigation

On October 4, 2017, we received information through the OIG Hotline that [REDACTED] [REDACTED] a janitor at Chicago Union Station, found an envelope containing approximately \$1,700 in cash, and turned it in to the Amtrak ticket counter. The complainant alleged that the money was counted in the presence of other employees, but that [REDACTED] [REDACTED] and an unnamed third employee (later identified as [REDACTED] did not log the money into lost and found but, instead, kept the money and split it up among themselves. After assessing the complaint and relevant company policies, we opened an investigation to determine whether these employees stole a customer's lost money that was in Amtrak's (the company's) care and custody and, in doing so, violated company policy.

The Activities We Conducted

To conduct the investigation, we took the following actions:

- Interviewed Janitor [REDACTED]
- Interviewed Station Manager [REDACTED]
- Interviewed Lead CSR [REDACTED]
- Interviewed CSR [REDACTED]
- Interviewed Station Superintendent [REDACTED]
- Interviewed Senior Operations Compliance Analyst [REDACTED]
- Interviewed other Chicago Union Station CSRs
- Interviewed Reservation and Information Clerk [REDACTED]
- Reviewed company policies on Lost and Found and Miscellaneous Revenue
- Reviewed payroll, schedule, and access control records
- Reviewed lost and found logbooks

The Results of the Investigation

We confirmed that an envelope containing cash was turned in by [REDACTED] on June 16, 2017, and was handled by [REDACTED] [REDACTED] and [REDACTED] but remains unaccounted for and has not been found. We have been unable to confirm the exact amount of cash however, based on our interviews, it appears the envelope contained between \$1,500 and \$2,000.

We also concluded that [REDACTED] and [REDACTED] violated company policies and procedures by failing to log receipt of the envelope containing the cash and ensuring the cash was accounted for, as required. While [REDACTED] was also in receipt of the envelope, we found no evidence that [REDACTED] violated any policies.

Both [REDACTED] and [REDACTED] admitted possessing the envelope and not following company policy to account for the cash that was in the envelope as “miscellaneous revenue.” Instead, [REDACTED] claimed she was at the end of her shift, wanted to go home, and had another employee ([REDACTED]) take it to [REDACTED], a manager. [REDACTED] confirmed that this occurred.

[REDACTED] claimed she did not count the cash, but instead put a yellow sticky note on the envelope stating “Found in ticket office” and placed it in the safe in the Passenger

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Services Office. [REDACTED] said that she locked the safe and “forgot about it.” Similarly, [REDACTED] told us that it was the end of her night, and she was in a hurry. We determined that the safe cited by [REDACTED] was accessible to many Amtrak employees and that its combination, which was the zip code for Chicago Union Station, was widely known.

We also interviewed a baggage agent named [REDACTED] who is responsible for emptying the safe in the morning. She told us that she had never found cash in the safe, but that if she did, the procedure would be to take the cash to the ticket counter to have it converted to a voucher.

The Violations

[REDACTED] and [REDACTED] actions violated the following company policies:

- Amtrak’s Standards of Excellence¹
- Amtrak’s Reservation, Ticketing, Passenger Service and Station Policies²

For Your Information

Appendix A provides details of the investigation. At the request of the appropriate officials, we will provide supporting documentation for the information referenced in this report. Please advise us within 45 days of the date of this report of any action taken on this matter. If you have any questions concerning this report, please contact me at [REDACTED] or [REDACTED].

cc: DJ Stadtler, EVP/Chief Administration Officer
William H. Herrmann, VP, Human Resources
Keren C. Rabin, Acting Deputy General Counsel

¹ Amtrak’s Standards of Excellence pertaining to the Attendance of Duties states that all employees “have an obligation to perform your duties properly and in accordance with the standards set for their particular job.”

² Reservation, Ticketing, Passenger Service, and Station Policies, sections on “Lost and Found” and “Miscellaneous Revenue.” Generally, these sections state that customer items left at stations are in the care of Amtrak and must be safeguarded to ensure items are not stolen. Further, all items must be logged into a station record or logbook, and valuable items must be recorded on a Lost Article Check and placed in a safe. Found cash must be counted and the amount recorded, and a refund voucher must be created (the voucher must be printed and stored). The section on “Miscellaneous Revenue” also states that each employee must ensure that all miscellaneous revenue has been properly accounted for on the Station Sales Report and fully itemized on a Miscellaneous Revenue Receipt, NRPC Form 169. Money left should be deposited and recorded as miscellaneous revenue.

APPENDIX A

INVESTIGATIVE RESULTS

██████████ was hired as a CSR in July 2013, and later promoted to management in March 2016. She is responsible for managing station operations at Chicago Union Station. Prior to being promoted, she was also a Lead CSR.

██████████ was hired as a CSR in November 2014, and was later promoted to Lead CSR in August 2016. She is responsible for supervising the ticket counter operation at Chicago Union Station.

On October 4, 2017, we received information through the OIG Hotline that a janitor, ██████████ working at Chicago Union Station found an envelope containing approximately \$1,700 in cash, and turned it in to the Amtrak ticket counter. The complainant further alleged that ██████████ and a third employee—who was later identified as ██████████—did not log the money in to lost and found, as required per company policy, but instead took the money and split it amongst themselves.

On October 4, 2017, we interviewed ██████████ who confirmed that he found an envelope containing cash while cleaning the men's restroom in the Metropolitan Lounge and took it to the cashiers at the ticket counter.³ ██████████ did not recall the exact date, but based on his work schedule and our interviews with other CSRs, we determined it was June 16, 2017, at around 9:00 p.m. ██████████ told us that, while the envelope was not sealed, he could see through the top that there was money inside. He did not, however, count the money or touch it. ██████████ stated that a couple of days after he turned the money in, he was approached by ██████████ a CSR, who told him that the envelope contained \$1,700. (The complainant claimed that the cash in the envelope was counted in the presence of other employees; however, we have been unable to confirm the exact amount. Based on our employee interviews, it appears the envelope contained between \$1,500 and \$2,000 in cash.)

On October 11, 2017, we interviewed ██████████ who recalled that, in May or June 2017, someone found cash and turned it in to ██████████ a CSR who was working at the ticket counter at the time. ██████████ recalled that ██████████ handed her the envelope while she was counting out another employee's cash drawer, so she (██████████) put the

³ The Metropolitan Lounge is a lounge in Chicago Union Station exclusively for First Class and Business Class passengers, and passengers with sleeping car reservations. The lounge closes at 9:00 p.m. and ██████████ duty is to clean it after closing.

envelope to the side. When she finished counting out the drawer, she looked at the envelope and saw that it contained a stack of cash. [REDACTED] told us that she handed the envelope to [REDACTED] another CSR on duty at the time, and told her to take it to [REDACTED] who was the Station Manager that night. [REDACTED] said she saw [REDACTED] leave with the envelope.

We provided [REDACTED] with the company's Lost and Found policy and she acknowledged that the proper procedure would have been for her to deposit the money through a cash drawer with the night's deposit from the ticket counter. [REDACTED] admitted that she did not do this, saying she "screwed up," and should have had a CSR open a cash drawer and deposit the item as "miscellaneous revenue." [REDACTED] claimed that she did not do this because it was the end of her shift and she wanted to go home. [REDACTED] also said she should have completed a NRPC Form 169 for Miscellaneous Revenue, to create a record of the money. She agreed that, because she did not have the money deposited into a drawer, there was no record of it. [REDACTED] provided a brief written statement, in which she admitted that she did not follow the policy for found cash turned in to the ticket counter, but denied taking the cash herself.

On October 11, 2017, we interviewed [REDACTED] who stated that she was in the ticket counter back office with [REDACTED] and that [REDACTED] was counting out [REDACTED] cash drawer. [REDACTED] said that, after they finished counting her drawer, [REDACTED] gave her the envelope and told her to take it to [REDACTED]. [REDACTED] stated that she took the envelope to [REDACTED] and handed it to her in the manager's office. [REDACTED] denied taking the money for herself.

[REDACTED] recollection of the sequence of events may be incorrect, since it conflicts with information we received from Assistant Superintendent, [REDACTED]. On October 19, 2017, we interviewed [REDACTED] who provided sales reports for the CSRs on duty June 16, 2017. The sales reports show that three CSRs had cash drawers ([REDACTED], [REDACTED], and [REDACTED]), but that [REDACTED] did not. As a result, she should not have been inside the ticket office having her drawer counted, as she had previously explained to us.

[REDACTED] also explained the procedures for counting out drawers. She stated that the ticket window closes at 9:20 p.m. and counting the drawers takes approximately 10 minutes per drawer. Therefore, it typically takes until 9:50 p.m. to count three drawers. [REDACTED] also told us it was easy to reopen a closed drawer, so that lost money could be deposited as "miscellaneous revenue."

Our examination of the access control data from the evening of June 16, 2017, disclosed that [REDACTED] would have likely turned the money in to the ticket counter sometime between 9:02:16 p.m. and 9:04:31 p.m.

On October 11, 2017, we interviewed [REDACTED] who stated that, if CSRs found cash and the drawer was open, they were to deposit it in their drawer and complete a NRPC Form 169. If the drawer was closed, they were to bring it to her office, as they did that night.

[REDACTED] said that, during this particular instance, she was in her office when the cash was turned in. She stated that she was busy at the time, so she, initially, put the envelope on her desk. [REDACTED] told us she did not open the envelope or count the money because her practice is to only count money with a witness present. We asked why she did not count the money when [REDACTED] was present, and [REDACTED] responded by stating that it was the end of her night, and she was in a hurry. [REDACTED] said that, if the ticket office had been open, she would have taken it to the ticket office, deposited into a drawer, and prepared a NRPC Form 169 for Miscellaneous Revenue. Instead, she said that, at the end of the night, she wrote "Found in ticket office" on a yellow sticky note, put it on the envelope, and put the envelope in the safe in the Passenger Services Office.

[REDACTED] said that, after she put the envelope in the safe, she locked it and forgot about it. She explained that, every morning, the lost and found clerk—a baggage agent named [REDACTED]—goes in to the office and empties the safe. Therefore, [REDACTED] was ultimately left to handle the envelope. [REDACTED] said that, if [REDACTED] handled the money correctly, [REDACTED] would have taken it to the ticket office, and there would be a NRPC Form 169 on record.

[REDACTED] further stated that ticket agents, lost and found clerks, reservation and information agents, and possibly Amtrak Police, all have access to the safe and know the combination. [REDACTED] also explained that, when this event occurred, employees did not have to swipe to get into the office with the safe; however, now they are required to do so.⁴ She volunteered that the safe was kept on a desk, and that there were no cameras on the safe. We asked if she felt she had kept the money safe by putting it into a safe that so many people had the combination to, and [REDACTED] stated, "It was not my responsibility to keep the money safe, only to put it in the safe."

⁴ As part of ongoing upgrades to Chicago Union Station, the safe has since been moved to a room that requires employees to swipe in.

█████ admitted that she did not follow procedures and stated that, the next time, she would handle it differently. She claimed that she did not follow the procedures because it was the end of her shift and she wanted to go home. █████ claimed she put the cash in the safe, although she knew it was not the proper procedure for handling lost cash. █████ like █████ and █████ also denied taking the money herself.

On October 13, 2017, we interviewed █████ who said she did not find cash in the safe. In fact, █████ told us she had never found cash in the safe, but that if she did, the procedure would be to take the cash to the ticket counter to have it converted to a voucher. She told us that, when wallets with cash are turned in, she usually finds them in the safe with a voucher for the cash inside the wallet.

She also explained that, if someone found a valuable item after hours (between 4:00 p.m. and 8:00 a.m.), they were supposed to make an entry into a logbook kept at the customer service desk, and place that item in the safe in the Passenger Service Office. She said that this could be done by a manager, a CSR, or a Reservation and Information Clerk. █████ explained that, the following morning on June 17, 2017, either she or another Reservation and Information Clerk, █████ would have opened the safe, taken the items to lost and found downstairs, logged them into another logbook, and then secured the valuables. We examined the logbooks that █████ referred to and found no entries for cash in June 2017.

In addition, █████ confirmed that several people had the combination to the safe (which was the zip code for Chicago Union Station). Access control records show that █████ did not swipe into the Passenger Services Office until June 19, 2017, after the safe had been cleared. The same records show that numerous employees swiped into the passenger services office after █████ left for the evening on June 16, 2017.

On October 5, 2017, we also interviewed █████ Senior Operations Compliance Analyst, who provided a summary of all miscellaneous revenue deposits (NRPC Form 169 transactions) for the Chicago Union Station ticket office from January 1, 2017 through October 1, 2017, which also did not show any miscellaneous revenue deposits for more than \$350 during that period. █████ records for June 16, 2017 only show one miscellaneous revenue deposit in the amount of \$5.

We attempted to determine whether any customers contacted the company to report losing the cash. █████, Supervisor Customer Relations, told us reports could only be searched by a customer's name—not by the item lost. In addition, █████ told us that, if a customer reported a lost item, Customer Service would forward the information to her, and that she had not received a report of a customer losing cash.

Violations of Amtrak Policies

Based on the above mentioned events and their admissions, we found that both [REDACTED] and [REDACTED] violated the company's Standards of Excellence and policies on Lost and Found items and Miscellaneous Revenue by not creating a record of the cash turned in (i.e., a NRPC Form 169), depositing the cash into a drawer with the night's deposit, or taking any other reasonable actions to account for and safeguard it. However, we could not substantiate the allegation that [REDACTED] [REDACTED] or [REDACTED] kept the money.


End of Report



Via Electronic Mail

Memorandum

To: Scot Naparstek
EVP/Chief Operating Officer

From: George L. Dorsett 
Assistant Inspector General, Investigations

Date: February 15, 2018

Subject: Investigative Report: Violation of Corporate Policy by [REDACTED] EWE,
[REDACTED], Perryville, Maryland (OIG-I-2018-505)

This report presents the results of our investigation into whether [REDACTED] an Engineer Work Equipment (EWE), [REDACTED] based out of Perryville, Maryland, violated Amtrak (the company) policies by posting material that was characterized in a complaint as disturbing, offensive, and wrong on a publicly available social media site. We are providing this report to you for whatever administrative action you deem appropriate.

Why We Conducted the Investigation

On October 5, 2017, we received an anonymous complaint that [REDACTED] posted an image on Facebook that depicted a target silhouette of former President, Barack Obama. The target silhouette contained multiple bullet holes and was accompanied by a comment from [REDACTED] stating, "Nice day for shooting with some old friends[.]"

During our initial investigation, we examined [REDACTED] Facebook account and found that it was open for public view and stated that he worked for Amtrak. After assessing the complaint and relevant company policies, we opened an investigation to determine if [REDACTED] violated the company's Ethical Conduct and Conflict of Interest Policy, the Standards of Excellence, or the Information Technology Security and Usage policy.

On October 19, 2017, we reported [REDACTED] alleged conduct to the United States Secret Service Protective Intelligence Division and, subsequently, forwarded a copy of [REDACTED] Facebook content pursuant to their request.

The Activities We Conducted

To conduct the investigation, we took the following actions:

- Interviewed [REDACTED]
- Reviewed [REDACTED] Facebook account
- Reviewed [REDACTED] personnel file

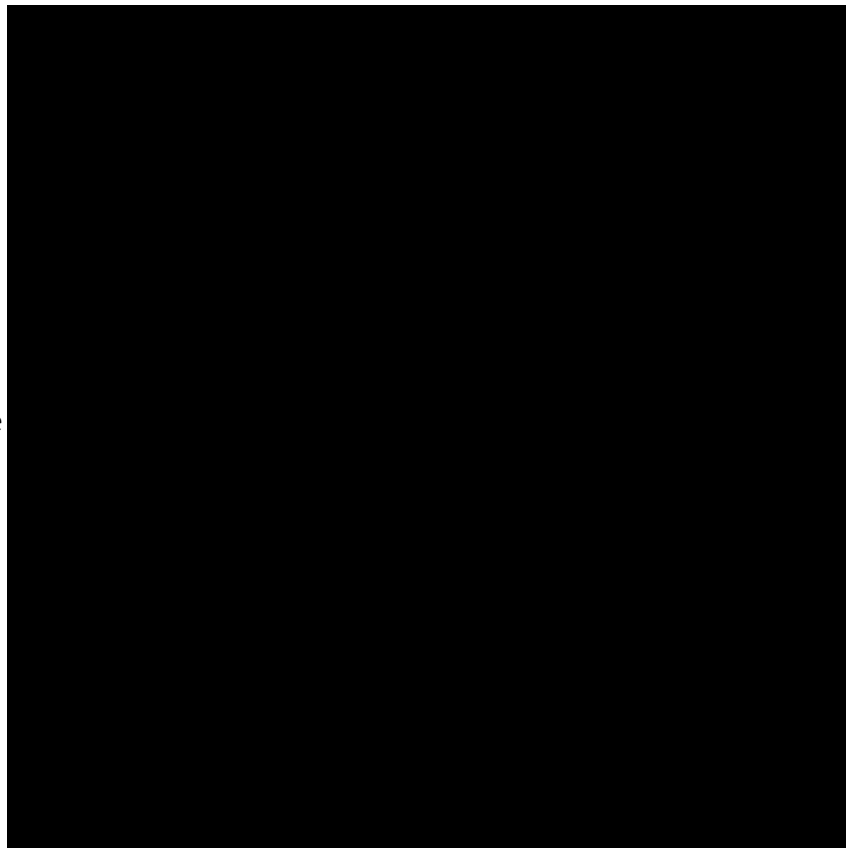
The Results of the Investigation

We found that [REDACTED] posted an image depicting a target silhouette of former President Obama and identified himself as an Amtrak employee on his Facebook account, which was accessible to members of the public. In doing so, he violated company policies and his actions could have tarnished the image or reputation of Amtrak.

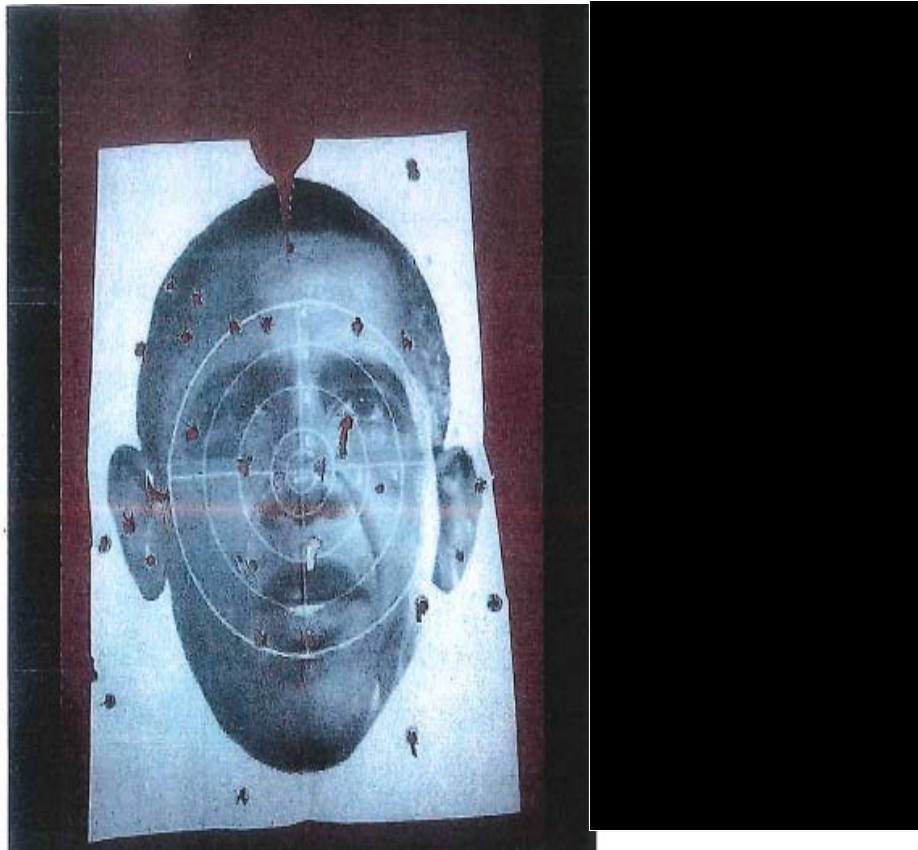
As shown in the screenshot to the right, the first item under [REDACTED] introduction on his Facebook account identified him as a "Welding Foreman at Amtrak." Facebook users visiting [REDACTED] account could click on the Amtrak hyperlink, which would re-direct them to the company's official Facebook page.

On November 7, 2017, we interviewed [REDACTED] at Amtrak Baltimore Penn Station. During the interview, [REDACTED]

acknowledged that he possessed a Facebook account and that it has always listed his



Amtrak employment. He also admitted that he used his account to post the image below. (The handwritten comment was part of the original complaint we received.)



██████ initially stated that he did not consider the image to be insensitive or offensive, saying, "It's just a target. A couple of friends of mine went target shooting. I was sighting in a rifle. That's the targets they had." ██████ later acknowledged that the image was offensive. While ██████ told us that he deleted the above posting, he said he took it down at the recommendation of an attorney, representing him in a custody battle with his former wife, to remove anything that could be used against him during those proceedings.

The Violations

██████ actions of posting a target silhouette of former President Obama on a public social media account, which identifies and links to the company, violates the company's Standards of Excellence, stating that employees are to "conduct [themselves] honestly and in a way that reflects credit upon Amtrak." Further, the company's Ethical Conduct

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and Conflict of Interest Policy, P/I 1.3.6, requires employees to conduct their “affairs in a manner that complies with applicable law and high moral and ethical standards.”

During his interview with our office, [REDACTED] acknowledged that when he was hired in June 2008 he was provided a copy of the Standards of Excellence and understood the requirements.

Finally, the company’s Information Technology Security and Usage policy, P/I 3.1.4, informs employees that “any Amtrak employees or contractors engaged in the exchange of information from an Amtrak system or a personal computer system when such exchange of information is either to or from an Amtrak affiliated social networking site (e.g., Facebook, Twitter, etc.) or a non-Amtrak affiliated site containing content which is otherwise affiliated with Amtrak” must comply with specific requirements. Specifically, these requirements include the following:

Posting Requirements: Amtrak currently maintains a Facebook™ page and a Twitter™ feed - when posting to these sites, Amtrak sites, Amtrak affiliated sites, sites affiliated with Amtrak, or any other social networking sites on which Amtrak maintains a page, feed, blog, or other content medium, certain rules must be observed:

- Blog posts and comments must be accurate and factual
- Posts must not contain unauthorized third party links or trademarks
- Posting of copyrighted material is prohibited
- Posting of disparaging remarks about Amtrak are prohibited
- Posting of any information on an Amtrak sponsored site, which would violate Amtrak’s Security and Usage policy or any other Amtrak policy is strictly prohibited; such information may include, but is not limited to:
 - content intended to harass another individual;
 - racial slurs;
 - obscenity; or
 - anything likely to tarnish the image or reputation of Amtrak or rail Services.

While we confirmed the posting of former President Obama has been removed, the initial posting of this material ran afoul of the above stated policies and could have damaged the Amtrak brand.

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For Your Information

At the request of the appropriate officials, we will provide supporting documentation for the information referenced in this report.

Please advise us within 45 days of the date of this report of any action taken on this matter. If you have any questions about this investigative report, please contact me at [REDACTED] or [REDACTED].

cc: DJ Stadtler, EVP/Chief Administration Officer
William H. Herrmann, VP/Senior Managing Deputy General Counsel
Keren Rabin, Deputy General Counsel
Robin McDonough, VP, Human Resources

End of Report

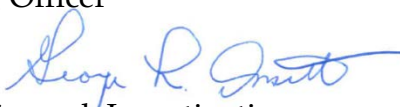
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Via Electronic Mail

Memorandum

To: Scot Naparstek
EVP/Chief Operating Officer

From: George L. Dorsett 
Assistant Inspector General, Investigations

Date: April 19, 2018

Subject: Investigative Report: *Violation of Company Policy by* [REDACTED]
Supervisor, Hasbrouck Heights, New Jersey (OIG-I-2018-510)

This report presents the results of our investigation into whether [REDACTED] a track supervisor based in Hasbrouck Heights, New Jersey, violated Amtrak (the company) policy by claiming and receiving pay for unworked regular and overtime hours, as well as other allegations of potentially inappropriate activities. We are providing this report to you for whatever administrative action you deem appropriate.

Why We Conducted the Investigation

Our office received multiple anonymous complaints regarding [REDACTED] conduct, including allegations that he left work early while still on the clock, covered for other employees' time and attendance abuse, used drugs and alcohol, sold drugs on the job, and sold the use of his company-provided hotel room to others for cash.

We examined records for [REDACTED] company-issued cellular phone, compared them to his Maximo time entries, and identified three days in 2016 where phone records indicated he was more than an hour away from his reported work location during periods for which he claimed regular and overtime hours. Additionally, Maximo records showed one day in 2017 where [REDACTED] claimed and was paid for a total of 28 hours—14 regular time hours and 14 overtime hours—during a 24-hour period.

Based on this information, we opened an investigation into the extent of [REDACTED] claims for unworked regular and overtime hours, as well as the other allegations.

The Activities We Conducted

To conduct this investigation, we took the following actions:

- Interviewed [REDACTED]
- Interviewed [REDACTED] past supervisor, [REDACTED]
- Interviewed [REDACTED] current supervisor, [REDACTED]
- Analyzed records for [REDACTED] company-issued cell phone
- Reviewed Maximo records
- Reviewed [REDACTED] personnel information

The Results of the Investigation

We found that, from March to April 2016, [REDACTED] wrongfully claimed at least 30 hours of regular and overtime hours and received at least \$1,525.25 in improper pay. Records for [REDACTED] company-issued cellular phone placed him in cities other than his work location, including Atlantic City, New Jersey, and Bensalem, Pennsylvania—both more than an hour away—during periods for which he claimed regular and overtime hours. [REDACTED] past and present supervisors stated that [REDACTED] position required him to be on-site and that he would have no work-related reason to be in those cities during his shifts. Additionally, we found that [REDACTED] received \$514.50 in pay for the 14 regular hours he submitted for January 22, 2017 and \$771.75 in pay for the 14 hours of overtime he claimed during the same 24-hour period. Since there are only 24 hours in a day, [REDACTED] was wrongfully paid, at a minimum, an additional four hours of overtime resulting in \$202.50 of improper pay¹ resulting in a grand total of \$1,745.75.

[REDACTED] denied fraudulently claiming regular time or overtime and stated that he must have mistakenly entered work time for his days off. He also stated that the day he claimed 28 work hours was a mistake, and that, in his view, management should have caught both errors.²

Neither [REDACTED] past nor present supervisors identified attendance problems with [REDACTED]. [REDACTED] stated that, when he supervised [REDACTED] he rarely had trouble reaching him, and that [REDACTED] was almost always present during [REDACTED] site visits. [REDACTED] stated that he was unaware whether [REDACTED] had ever submitted false time and attendance claims, but said he did not think [REDACTED] would do anything to jeopardize his career.

¹ However, we were unable to confirm whether [REDACTED] worked at all on January 22, 2017.

² The individual that approved [REDACTED] time that day is no longer with the company.

█████████ similarly praised ██████████ work ethic and stated that ██████████ is usually accessible and responsive by phone and has always been present during his site visits on the night shift. He also stated that he was unaware whether ██████████ had ever submitted fraudulent time and attendance but said he had never witnessed or heard anything that would give him reason to believe so. We presented the results of our investigation to the U.S. Attorney's Office for the District of New Jersey, but they declined to prosecute.

In regard to the other allegations, we found no evidence of ██████████ covering for other employees' misuse of time, using drugs or alcohol on company time, selling drugs, or misusing his company-provided hotel room. ██████████ denied all of these allegations, and neither ██████████ nor ██████████ substantiated them.

The Violations

- Amtrak's Ethical Conduct and Conflict of Interest Policy (P/I Number 1.3.6)
- Amtrak's Standards of Excellence

For Your Information

At the request of the appropriate officials, we will provide supporting documentation for the information referenced in this report

Please advise us within 45 days of the date of this report of any action taken on this matter. If you have any questions about this investigative report, please contact me at ██████████ or ██████████

cc: DJ Stadtler, EVP/Chief Administration Officer
William H. Herrmann, VP/Senior Managing Deputy General Counsel
Keren Rabin, Deputy General Counsel
Robin McDonough, VP, Human Resources

APPENDIX A

INVESTIGATIVE RESULTS

The company hired [REDACTED] as a Trackman in the Engineering Department in 1995. Since then, he has held various positions, including foreman and assistant supervisor. He was promoted to supervisor in 2012 and has held multiple track supervisor positions. From February 2016 until October 2016, [REDACTED] served as the track supervisor for the Y505 and Y506 welding gangs operating out of the Staybridge Suites hotel in New Brunswick, New Jersey. In October 2016, the company transferred [REDACTED] to his current position as supervisor for the Y411 and Y412 gangs operating out of Hasbrouck Heights.

False Time Claims

Analysis of records. Our analysis of records for [REDACTED] company-issued cellular phone and the work hours he claimed in Maximo³ shows that, from March to April 2016, [REDACTED] wrongfully claimed at least 30 hours of regular and overtime hours and received at least \$1,525.25 in improper pay. Additionally, we found that [REDACTED] received \$514.50 for the 14 regular hours he submitted for January 22, 2017 and \$771.75 for the 14 hours of overtime he claimed during the same 24-hour period. Specifically:

- On March 12, 2016, [REDACTED] claimed 12 hours of overtime at a reported working location of Sunnyside Yard in Queens, New York. Records for [REDACTED] company-issued cellular phone indicate that he placed or received 35 calls from Atlantic City—more than an hour away—spanning his entire shift. The company paid [REDACTED] \$661.50 for this 12-hour shift.
- On March 21, 2016, [REDACTED] claimed 10.5 hours of regular hours at a reported working location near New York Penn Station. Records for [REDACTED] company-issued cellular phone indicate that he placed or received 13 calls during these hours, including eight calls originating from Bensalem—also more than an hour away from his reported work location. These records show that [REDACTED] later began placing and receiving calls from Irvington, New Jersey, where he lives, which is approximately 30 minutes away from New York Penn Station. He then began receiving calls in Kearny, New Jersey, which is near Swift Interlocking, where one of his gangs was working, suggesting that he returned to the workplace for the remainder of this shift. The company paid [REDACTED] \$385.88 for

³ “Maximo” is the Engineering department’s system for inputting labor hours for time accounting purposes.

the entire shift, \$220.50 of which was for the six hours when he was not near his reported work location.

- On April 8, 2016, ██████ claimed 12 hours of overtime at a reported work location of Sunnyside Yard. Records for ██████ company-issued cellular phone indicate that he placed or received six calls from the Irvington and Newark areas—approximately half an hour away—and seven calls from Bensalem during these hours. The company paid ██████ \$661.50 for this 12-hour shift.
- On January 22, 2017, ██████ claimed a total of 28 hours—14 regular and 14 overtime hours—during a 24-hour period. The company paid ██████ \$514.50 for the regular hours and \$771.75 for the overtime hours. Based on the inability to work more than 24 hours in a day, ██████ was wrongfully paid, at a minimum, an additional four hours of overtime resulting in \$202.50. However, we were unable to confirm whether ██████ worked at all on that day.

Interview of ██████ On January 31, 2018, we interviewed ██████ who denied ever fraudulently claiming regular time or overtime, and specifically denied ever claiming time while in Atlantic City or Bensalem. He stated that he had not been to Atlantic City in “five or six years,” but when confronted with the phone records placing him in Atlantic City on March 12, 2016, when he claimed a 12-hour overtime shift, he stated that he must have mistakenly entered that time into Maximo. Similarly, when questioned about the additional days in March and April when phone records put him in Bensalem during his shift, ██████ admitted that he does go to Bensalem, including Parx Casino, but said that he has never gambled on company time and must have confused his work days with days off. ██████ shifting explanations to our questions raised concerns whether he was being less than forthcoming with his responses during our interview.

Further, ██████ stated that his crews worked 8:00 p.m. to 6:00 a.m., from Monday through Thursday, and often worked 12-16-hour overtime shifts from Friday through Sunday. ██████ stated that, as a supervisor, he is required to be on the tracks and physically present with the gangs, and was not authorized to work from home or from his hotel room. He stated that he enters his own time into Maximo and approves his crews’ time.

██████ stated that, because he works so much overtime, he would not have noticed the monetary difference in his check and stated that, in his view, management should have caught the mistake. ██████ stressed that foremen, supervisors, and management make mistakes all the time when entering time into Maximo. He also stated that he maintained written logs of work days. During the interview, he retrieved multiple logs

from 2014 through 2018 that included lists of the crewmembers working and the mile posts and line markers of where work was conducted; however, he did not have logs for 2016. [REDACTED] stated his 2016 logs were in his personal vehicle and provided them later that evening, after the interview.

When questioned about the 28 hours he claimed for January 22, 2017, [REDACTED] stated that, again, it must have been an oversight on his part. [REDACTED] later provided copies of the logs for each day in question except January 22, 2017 and noted that, if he did not have a log for that day, it was likely he did not work that day at all. [REDACTED] also stated that he believed that Maximo would never approve anything over 24 hours and that Payroll probably caught the mistake. [REDACTED] recalled a few times in the past where he or one of his managers entered his time incorrectly, and Payroll adjusted his next paycheck. However, Payroll records show that [REDACTED] was paid for all 28 hours with no subsequent adjustments.

Interviews of [REDACTED] supervisors. On December 7, 2018, we interviewed [REDACTED] Senior Engineer, who supervised [REDACTED] from 2011 to 2013 and on two occasions in 2015 through 2016 until [REDACTED] position was abolished. [REDACTED] confirmed that [REDACTED] was not authorized to work from home or from his company-provided hotel room and said that there would have been no company-related reason for [REDACTED] to be in Bensalem or Atlantic City during his shift.

Nonetheless, [REDACTED] did not identify an attendance problem with [REDACTED]. [REDACTED] stated that [REDACTED] and the Y505 and Y506 gangs worked from 8:00 p.m. to 6:00 a.m., from Monday through Thursday, and often worked overtime from Friday through Sunday. [REDACTED] stated that he did not recall having any trouble reaching [REDACTED] by phone. He recalled only one time when [REDACTED] was not present during a site visit and said that he spoke with him afterward. [REDACTED] stated that supervisors usually inputted employees' time into Maximo from their assigned work trucks. He said that he was unaware whether [REDACTED] ever submitted false time and attendance claims but did not think [REDACTED] would do anything to jeopardize his career. He stated he would not have approved [REDACTED] working 28 hours in a single day and believed Payroll should have caught such an error.

On March 2, 2018, we interviewed [REDACTED] Assistant Production Engineer, who has supervised [REDACTED] since May 2017. [REDACTED] described [REDACTED] as a "go-getter, no-nonsense guy" who is one of his better workers. He confirmed that [REDACTED] currently supervises the Y411 and Y412 gangs, who work from 8:00 p.m. to 6:00 a.m., Monday through Thursday, and often work overtime on Friday through Sunday on the New York Penn Station Project. He stated that he has never had any issues with

reaching [REDACTED] by phone and that [REDACTED] has always been present during his site visits. [REDACTED] also said he was unaware whether [REDACTED] had ever submitted fraudulent time and attendance, but stated he had never witnessed or heard anything that would give him reason to believe so.

Finally, in regard to the other allegations we received, we found no substantive evidence of [REDACTED] covering for other employees' misuse of time, using drugs or alcohol on company time, selling drugs, or misusing his company-provided hotel room. [REDACTED] stated he never heard of [REDACTED] being under the influence of drugs or alcohol while on the job, selling drugs, or selling his hotel room. Similarly, [REDACTED] stated that he had never witnessed [REDACTED] appearing to be under the influence of drugs or alcohol while on the job and never heard of [REDACTED] selling drugs or his hotel room.

Violations of Amtrak Policy

[REDACTED] action of claiming and receiving pay for regular and overtime hours that he did not, in fact, work violates the company's Ethical Conduct and Conflict of Interest Policy, which states:

All Covered Individuals are prohibited from engaging in any of the following acts:

- *Theft. Theft, embezzlement, or any other form of wrongful conversion of property, which belongs to Amtrak or any customer, supplier or other individual or entity.*
- *Fraud or Deception. Conducting any transaction involving fraud or deception with respect to Amtrak, a customer, a supplier, or other individual or entity. Examples of such actus include [...] billing a customer for merchandise or services not performed or delivered [...]*

[REDACTED] actions also violate the company's Standards of Excellence regarding Trust and Honesty that states "none of us has the right to use or take for our personal gain any funds, property or services belonging to the company, our coworkers or our customers. Remember that taking anything that is not yours, no matter how small the value, is stealing, and therefore dishonest." In addition, [REDACTED] actions violated the Standards of Excellence regarding Attending to Duties, which requires "all of us to report to work on time and perform our duties during our assigned hours."

END OF REPORT


~~*This report contains sensitive information. It may not be released to any person or organization outside Amtrak without the written consent of the Office of Inspector General.*~~



Via Electronic Mail

Memorandum

To: Richard Anderson
President and CEO

From: Tom Howard 
Inspector General

Date: May 1, 2018

Subject: Investigative Report: *Review of Potential Conflict of Interest in Partnership Agreement* (OIG-I-2018-511)

This report presents our review of Amtrak's (the company) partnership agreement with the [REDACTED]. We conducted this review to determine whether the agreement complies with applicable ethics standards. We are providing this report to you for whatever action you deem appropriate.

Why We Conducted the Investigation

In July 2017, Amtrak announced its [REDACTED]. [REDACTED] The agreement, which became effective on August 1, 2017, allowed customers to use Amtrak's mobile app to [REDACTED] (see Appendix A). New users of [REDACTED] In return, [REDACTED] would pay Amtrak [REDACTED] for each new user account activated using this promotional code.

The company announced the partnership agreement shortly after the resignation of [REDACTED]¹ a member of the company's Board of Directors (Board). While serving on the Board, [REDACTED] was also a [REDACTED] in Los Angeles. Given [REDACTED] position in both companies and the potential for conflict of interest² allegations, we reviewed the matter for compliance with applicable ethics standards.

¹ In [REDACTED], [REDACTED] resigned from the Amtrak Board of Directors [REDACTED] at the [REDACTED].

² [REDACTED] financial interest included his employment with [REDACTED] and a stock option grant for 50,000 shares of [REDACTED] stock.

The Activities We Conducted

To conduct the investigation, we took the following actions:

- Interviewed [REDACTED]
- Interviewed [REDACTED]
[REDACTED]
- Interviewed [REDACTED]
[REDACTED]
- Interviewed [REDACTED]
[REDACTED]
- Interviewed [REDACTED]
[REDACTED]
- Interviewed [REDACTED]
- Interviewed [REDACTED]
- Reviewed company emails regarding the partnership agreement
- Reviewed the Board's Conflict of Interest Policy and revised Code of Business Conduct and Ethics
- Reviewed [REDACTED] Certificate of Compliance
- Reviewed Board Books

The Results of the Investigation

We determined that [REDACTED] did not violate any applicable laws³ in this matter, and we did not find evidence that he directly benefitted from the partnership agreement. However, our review of the company's partnership agreement with [REDACTED] identified significant shortcomings in the company's ethics policies and their implementation that did not serve the company well.

Foremost was that the Board had no meaningful visibility into the company's developing partnership with [REDACTED] and thus had no opportunity to mitigate any potential conflict of interest by a fellow Board member and comply with the Board's ethics policy. Instead, the Board learned of the company's partnership decision at the

³ Board members and company employees are not Title 5 federal employees; therefore, they are not subject to federal conflict of interest laws and regulations, such as 18 U.S.C. § 208 and 5 C.F.R. Part 2640.

same time the public did and immediately inherited the risks associated with a potential conflict of interest.

We also found opportunities to improve the process for preventing actual or apparent conflicts of interest for Board members, including the following:

- requiring the company to communicate to the Board on business matters that may raise conflict of interest issues with particular Board members
- better adhering to the company's oversight procedures for Board members' self-disclosure
- providing personalized ethics training for Board members to assist them in recognizing and avoiding potential conflicts of interest, particularly when they are dealing with significant paperwork requirements during the onboarding process

These observations are consistent with the findings from our recent audit report on the company's ethics program,⁴ which recommended several actions to improve the program, including setting the tone at the top and implementing a communications plan and training program. In response, the company has taken a number of actions, including developing a revised and more comprehensive Employee Code of Ethics and Business Conduct Policy, establishing a computer-based training program on the revised policy, conducting management training, and issuing regular communications to employees on ethical standards from the President and the Chief Executive Officer.

Nevertheless, the facts and circumstances leading up to the company's partnership agreement with [REDACTED] highlight unaddressed vulnerabilities in the ethics program that potentially impact Board members and the company's brand.

The company's process for identifying a potential conflict of interest between a Board member and [REDACTED] was not effective.

During the development of the [REDACTED] partnership agreement, the Board operated under a Conflict of Interest Policy⁵ that recognized that Board members may have complex

⁴ *Governance: Better Adherence to Leading Practices for Ethics Programs Could Reduce Company Risks* (OIG-A-2017-012), June 26, 2017.

⁵ The applicable Board policy at the time was the Conflict of Interest policy for Directors of the National Railroad Passenger Corporation, dated January 24, 2003. On October 31, 2017, the policy was revised as the National Railroad Passenger Corporation Code of Business Conduct and Ethics. Further, the company's Ethical Conduct and Conflict of Interest Policy states, under Section 21.0, that "The Conflict of Interest Policy of the National Railroad Passenger Corporation, dated January 24, 2003, governs members of Amtrak's Board of Directors."

financial interests and gave the Board wide discretion in managing potential conflicts. In October 2017, the company updated the policy, but the relevant requirements (such as “disclosure” and “recusal” described below) remain the same.

The policy provided a roadmap for Board members to avoid conflicts, such as not doing business with a Board member’s “Affiliated Entity.” The policy carefully defined this in terms of ownership and other complex concepts based on the member’s interests, position, or relationship with outside organizations.

One of the policy’s key provisions relied on members’ disclosures to avoid conflicts. The policy called for members to “disclose only those financial interests or relationships that may pose a conflict of interest or appearance of a conflict...” In that regard, “Board members will disclose to the Board any material interest, *relationship or position* they have with any person or organization that the Board member actually knows to be doing, or *seeking to do, business* with Amtrak.” (Emphasis added.)

When matters pending before the Board raised an actual or apparent conflict of interest with a Board member, the policy provided that the member should recuse himself or herself and disclose the basis for such recusal. Based on the disclosure, the Board then would decide whether recusal was in the company’s best interest. If the Board decided that recusal was not in the company’s best interest, the member could continue to participate in the Board’s consideration of the matter.

The company’s key mechanism for disclosing potential conflicts is a written self-disclosure called a “Certificate of Compliance,” which is designed to ensure that all employees and Board members observe the highest standards of business ethics. Through self-disclosure, the certificate alerts the company to potential conflicts and serves as a basis to remediate them. In addition to the certificate, Board members are required to complete a “Clayton Antitrust Act Statement,” which seeks disclosure as to whether a Board member is also serving as an officer or director of “any railroad, bus line, or other corporation (excluding Amtrak and its subsidiaries) that deals with passenger transportation...”

Company policy also requires Board members to submit their certificates and statements to the [REDACTED] for review.⁶ During their onboarding process,

⁶ Although policy *requires* submission of these forms, we found confusing language in the instructions sent to [REDACTED] on [REDACTED]. The cover letter told him to complete both of the attached forms; however, the detailed implementing instructions in the letter’s attachment asked [REDACTED] “to *voluntarily* complete a Certificate of Compliance form.” (Emphasis added.) This discretionary language was in conflict with the policy and also with the Corporate Secretary’s instructions to him in the cover letter.

members must complete an initial Certificate of Compliance and Clayton Antitrust Act Statement and must update them annually and when a situation arises that warrants disclosure.

However, we identified significant gaps in this process involving [REDACTED] certificate. First, we found no evidence that he completed a certificate when he came onboard or that anyone followed up when he did not submit one. The only certificate we located for him was dated [REDACTED] — [REDACTED]. Second, no one reviewed or took action on the disclosures [REDACTED] made on his [REDACTED] certificate (see Appendix B). In that instance, [REDACTED] affirmatively disclosed “partnership discussions” with respect to [REDACTED] yet no one (before us) asked him about it.

When we interviewed [REDACTED] he told us that he did not recall disclosing the matter involving [REDACTED] ethics, or any required recusal with either the Chairman of the Board or the Corporate Secretary. He stated that he may have mentioned something regarding [REDACTED] to the Chairman “in passing.”

On November 9, 2017, we interviewed [REDACTED]

[REDACTED] When we provided her with a copy of [REDACTED] certificate, she said that if she had reviewed it, it would have triggered her to have a discussion with him to learn more about the meaning of the term “partnership discussions.” She also mentioned that she did not document [REDACTED] until recently. [REDACTED] stated that she now [REDACTED] process.

We asked [REDACTED] about the ethics training or discussions he received (including the disclosure requirement) as an incoming Board member. He said he received no training, but he received “tons” of Amtrak documents when he came onboard and was told to refer all questions about any of them to the Corporate Secretary. He described the onboarding process as “not structured” and without a “defined process.” He conceded that the documents he received may have included the Board’s Conflict of Interest policy; however, he said he could not recall reading this policy. [REDACTED] reiterated that he did not receive any training, advice, or guidance regarding potential conflicts of interest or general ethics issues. [REDACTED] also stated his view that Board members would benefit from ethics training and a “refresh” on the relevant company policies.

Our interview with [REDACTED] confirmed [REDACTED] description of the onboarding process and that he received no specific ethics training or briefings. According to [REDACTED] it

was the members' responsibility to review the material and contact her if they had questions.

Indeed, training gaps may have contributed to [REDACTED] actions in [REDACTED]—seven months prior to the announcement of the partnership agreement—when he emailed [REDACTED] then–Executive Vice President for [REDACTED], to initiate contact with company personnel regarding the evolving partnership agreement. [REDACTED] email to [REDACTED] stated:

Someone at [REDACTED] mentioned they are talking to Amtrak about a potential partnership and know you mentioned this at the last board meeting. Folks here are talking to [REDACTED] Is that the right person or are you thinking about something else? Let me know who the right person is and I'll connect your team with the right people here. To be sure, I'm going to recuse myself from all discussions after I make this intro...

[REDACTED] responded:

[REDACTED] is with Government Affairs and not sure how the discussion was initiated between her and someone at [REDACTED] Can you please do the introduction with me and I will make sure we get the right person from our Marketing team to be the point of contact.

[REDACTED] then introduced [REDACTED] to two [REDACTED] employees via email, which connected members of [REDACTED] with the company's Marketing department. According to [REDACTED] he believed that this email was his recusal from further participation in the matter, and he had no further involvement.

[REDACTED] told us she does not consider [REDACTED] email introductions to be a violation of the conflict of interest policy, but if [REDACTED] had asked her beforehand, she would have advised him to first discuss it with the Chairman. She also said that if this matter came before the Board for a decision or a vote, the Board could have nevertheless decided to allow a Board member to participate in the discussion, despite a potential conflict of interest, in order for the Board and the company to benefit from that member's "subject matter expertise."

At levels below the Board, the company was aware of a possible conflict of interest with [REDACTED] yet it never reached the Board.

We are aware of no requirement for the company to inform the Board of any business plans, negotiations, or transactions that could impact the financial interests of

individual Board members. As a result, the appearance of or an actual conflict could emerge without a Board member being aware.

On two occasions, Amtrak employees raised “conflict of interest” concerns to the Law department regarding [REDACTED] employment with [REDACTED] as it related to the partnership agreement—[REDACTED] and [REDACTED] in the Commercial department (formerly Operations State Supported Corridor Business Line, Corporate Research & Strategy). Concerns were first raised when [REDACTED] was undergoing confirmation by the U.S. Senate to be a member of the Board, and again when the Law department became involved in the partnership agreement.

The first instance is particularly noteworthy because of the detailed discussion that was never raised to the Board. In that instance, the Law department determined that the company could continue to pursue the [REDACTED] partnership agreement subject to conditions regarding [REDACTED]. Specifically, [REDACTED] then [REDACTED], stated in an email to [REDACTED] that the company could proceed in its discussions with [REDACTED] because [REDACTED] would not be involved in any of [REDACTED] business meetings. [REDACTED] further advised that if [REDACTED] were confirmed as a Board member, he would need to disclose “this relationship if a matter was brought before the board” and that [REDACTED] should be alerted if an issue arose that he should be aware of.

However, contrary to this advice, [REDACTED] was not made aware that company officials were in contact with [REDACTED] regarding the partnership agreement. On January 27, 2016, [REDACTED] and [REDACTED], Government Affairs, approached [REDACTED] after a Board meeting to briefly introduce themselves and provide a three-page briefing document on the [REDACTED], which was the impetus for the partnership agreement. Two days later, [REDACTED] participated in this matter in a minor way by sending an email to [REDACTED], [REDACTED] [REDACTED] policy, stating the following:

[REDACTED] meet [REDACTED] and [REDACTED] [REDACTED] and [REDACTED] meet [REDACTED]

[REDACTED] [REDACTED] and [REDACTED] grabbed me after the board meeting that they are spending a lot of time thinking about how to partner with [REDACTED] and work on the [REDACTED] issues with Amtrak. [REDACTED] and [REDACTED] [REDACTED] is our [REDACTED] and one of [REDACTED] earliest employees. She’s been spearheading conversations like these across the country. Hopefully, you all are able to connect. Thanks!

After an email exchange with [REDACTED] [REDACTED] concluded:

Thanks [REDACTED] I’ll leave it to you all to take it from here.

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The Board did not have sufficient visibility into the company's partnership agreement with [REDACTED] even though a Board member was a [REDACTED].

Given the policy and process gaps described above, we found no evidence that the Board was sufficiently informed—either by [REDACTED] or the company—about the developing partnership agreement with [REDACTED]. Given [REDACTED] position in both companies, we do not believe that the Board had an adequate opportunity to deliberately consider this partnership agreement as contemplated by the Board's ethics policy.

In the absence of a requirement for the company to alert the Board of potential conflicts, we found a dearth of communications by the company to the Board regarding the partnership agreement. We identified only a single entry in the October 2016 Board Book documents under a section titled "Board Review Executive Summary on Marketing and Customers," which stated the following:

[REDACTED]: *We need to broaden our partnerships with [REDACTED] to help the customer get to [REDACTED].*

Potential conflicts were not mentioned, and there was no further explanation of the entry in the summary or supporting materials.

We interviewed the presenting official, [REDACTED] who told us he provided his "normal" briefing to the Board, which included the Board Book entry described above. In addition, although [REDACTED] above email to [REDACTED] references a "mention" of the partnership at the Board meeting, [REDACTED] said there were no specific conversations or briefings about the [REDACTED] partnership agreement to the Board. In addition, [REDACTED] told us he did not believe that any potential partnership agreement needed Board involvement.

[REDACTED] similarly told us that the Board does not typically discuss topics such as vendor selections. Rather, she said the Board discusses more procedural items—such as whether proper procedures were in place and whether the company followed them. In addition, if an agreement or vendor contract has a relatively low dollar value, [REDACTED] said the Board would not have reviewed or approved the company's decision to go with a particular vendor, such as [REDACTED]. Finally, in terms of potential conflicts, the [REDACTED] reminded us that "disclosures" (to the Board) are the responsibility of individual Board members.

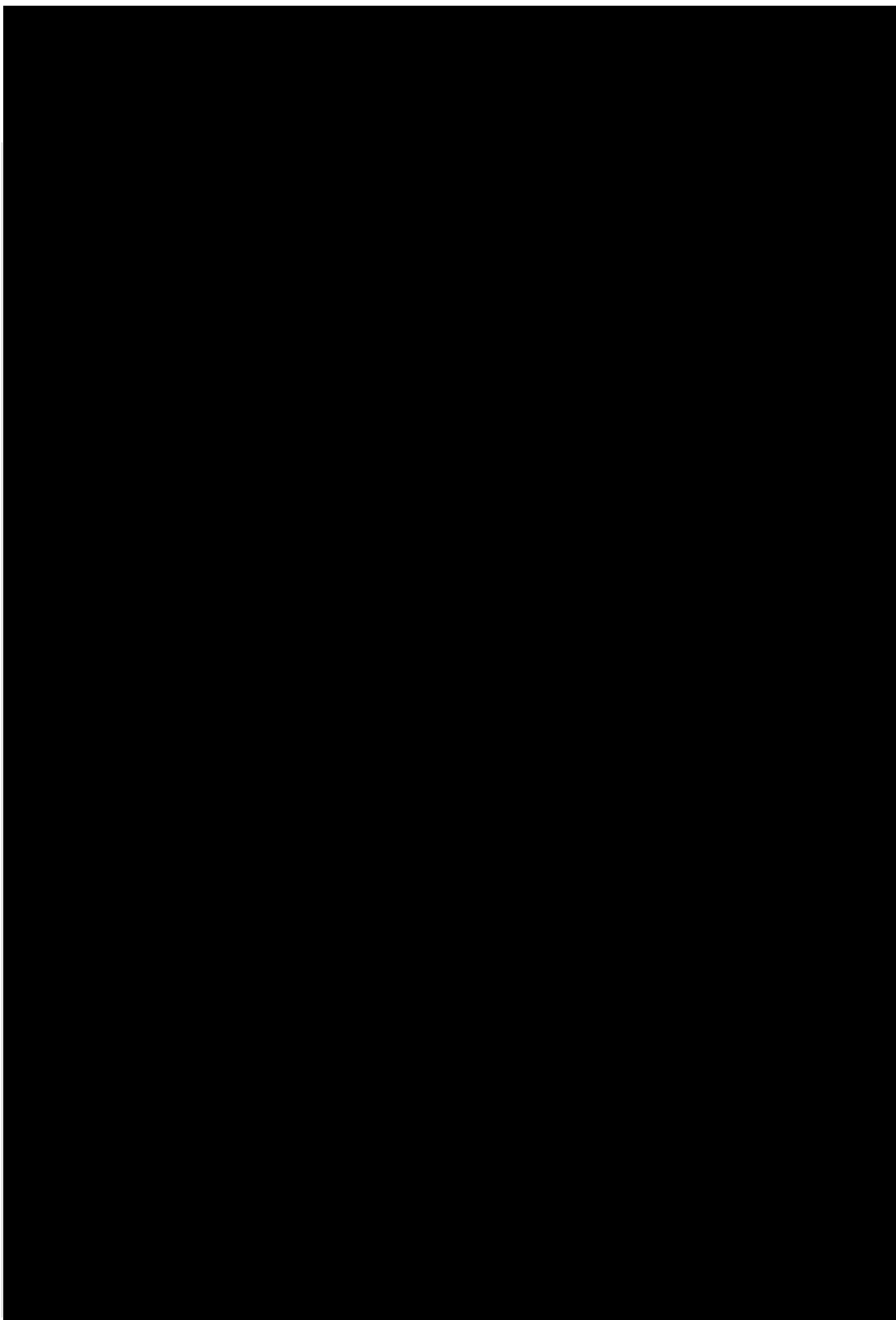
For Your Information

I am available to discuss this report at your convenience. Please advise us within 45 days of the date of this report of any action taken on this matter.

End of Report

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APPENDIX A



~~*This report contains sensitive information. It may not be released to any person or organization outside Amtrak without the written consent of the Office of Inspector General.*~~

APPENDIX B

CERTIFICATE OF COMPLIANCE



Certificate of Compliance

Name (printed) [REDACTED]	Employee I.D. No.
Title Board Member	Department

Please describe below all entities in which either you, a household member or a dependent has a significant financial interest*, a position, or other relationship with an entity or person that is: 1) a potential or actual competitor to Amtrak; 2) is doing or seeking to do business with Amtrak; or 3) is in a position or relationship with Amtrak that would create an actual or apparent conflict. Any change or additions to such relationships or interests after the date of execution of this form should be communicated immediately to your department head.

Name of Outside Person or Entity**	Name and Relationship of Holder (if other than Employee)	Name of Business	Nature of Interest of Relationship***
<div style="background-color: black; width: 100%; height: 100%;"></div>		<div style="background-color: black; width: 100%; height: 100%;"></div>	Partnership discussions

☐ Nothing to Report

I certify that I have reviewed Amtrak's Conflict of Interest Policy (P/I 1.3.0) as of this date; I am in compliance with it except to the extent described above.

Employee Signature: <div style="background-color: black; width: 100%; height: 100%;"></div>	Date: 11/16/11
Supervisor Name:	Signature:
	Date:

Employees should obtain their supervisor's signature and then submit this form to the Certificate of Compliance Mailbox: COC@Amtrak.com.

Board members should submit this form to:

Corporate Secretary
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, DC 20002

- * In the case of publicly held corporations substantial interest means stock ownership in excess of 1% of outstanding shares.
 ** If a subsidiary, report name or parent entity as well.
 *** Indicate whether stockholder, officer, director, partner, creditor, employee or other. There is no need to indicate number of shares of stock held or value of the interest.

~~**This report contains sensitive information. It may not be released to any person or organization outside Amtrak without the written consent of the Office of Inspector General.**~~



Via Electronic Mail

Memorandum

To: Scot Naparstek
EVP/Chief Operating Officer

From: George L. Dorsett 
Assistant Inspector General, Investigations

Date: May 1, 2018

Subject: Investigative Report: *Violation of Company Policy by* [REDACTED]
Electrician, Mechanical Department, [REDACTED] *Washington, D.C.*
(OIG-I-2018-512)

This report presents the results of our investigation into whether [REDACTED] an electrician with the Mechanical department at [REDACTED] in Washington, D.C., violated Amtrak (the company) policies by engaging in a pattern of intimidating and threatening behavior before and, particularly, after other employees submitted workplace violence concerns about him to the Amtrak Police Department (APD). We are providing this report to you for whatever administrative action you deem appropriate.

Why We Conducted the Investigation

On July 27, 2017, APD referred information to our office that [REDACTED] was under investigation for allegations concerning intimidation toward his coworkers. Specifically, employees complained to APD that [REDACTED] brought a large locked container to work, without a reasonable explanation, and they feared it could contain a weapon or ammunition. In addition, [REDACTED] allegedly distributed business cards to two company employees related to his personal firearms instructor business, while at work, and told them he could teach them how to shoot, which increased their concerns about the contents of the container. APD also alerted our office that [REDACTED] had anonymously contacted them in an attempt to learn the identities of those who complained about him.

We opened a joint investigation with APD to address any imminent safety concerns and determine whether [REDACTED] violated company policies.

The Activities We Conducted

To conduct the investigation, we took the following actions:

- Reviewed [REDACTED] employee file and attendance records
- Reviewed APD case files
- Reviewed law enforcement databases and court records
- Interviewed [REDACTED]
- Interviewed several witnesses

The Results of the Investigation

Our investigation substantiated that [REDACTED] engaged in a pattern of behavior that intimidated his coworkers and caused them to fear for their safety. This behavior included carrying a large locked container to work – that some witnesses reported to appear like a metal ammunition box – without a reasonable explanation as to its contents, handing out his personal firearms instructor business cards while at work and telling coworkers he could teach them how to shoot, and showing pictures of himself posing with guns.¹ In addition, we determined that [REDACTED] engaged in a pattern of alarming behavior—potentially consistent with retaliation. This included his attempt to anonymously obtain a copy of the initial APD complaint, telling coworkers that he had done so, and falsely telling his supervisor that a family member was providing inside information about the investigation. We interviewed [REDACTED] but he declined to fully answer all of our questions regarding these incidents.

During our investigation, we also learned that [REDACTED] was served a civil domestic violence protective order in November 2005. Approximately three months later, [REDACTED] was arrested for unauthorized possession of ammunition in Washington, D.C., which occurred on company property. The company suspended [REDACTED] as a result of the incident and gave him a “last and final warning” upon his return in 2007. Since returning to work, [REDACTED] was arrested—though not convicted—on three separate occasions for domestic violence. The most recent arrests in June 2015 and September 2016 involved weapons. However, the company’s Employee and Independent Contractor Background Check policy does not require employees who are

¹ We received the information regarding [REDACTED] pictures from a witness; however, we were unable to locate and view them.

arrested to report such incidents. It only requires employees *convicted* of a crime to report those convictions within three days.²

We found two additional issues for consideration. First, we discovered evidence that [REDACTED] may have abused his medical leave. [REDACTED] attendance records indicated he was on unpaid medical leave on several dates surrounding his arrests and court appearances, including two days when he was incarcerated.

Second, prior to [REDACTED] Amtrak employment, two federal agencies—the Office of Personnel Management (OPM) and Department of Health and Human Services (HHS)—debarred him from receiving federal contracts or participating in federal health care programs due to a conviction related to health care program abuse in December 1995. Under company policy, such convictions are not a bar to employment if they are over seven years old at the time of hiring, which was the case with [REDACTED] who was hired in March 2005.

Regarding debarments, however, the company does not have a policy that addresses the hiring of debarred or excluded parties—those entities or individuals who are listed in a public database maintained by the General Services Administration.³ In fact, the company's Employee and Independent Contractor Background Check policy does not require the contractor, who conducts background checks for prospective employees, to identify whether they are on the excluded parties list. Such information may be helpful to the company's hiring process, particularly for positions requiring special trust and confidence.

² While the Employee and Independent Contractor Background Check Policy does not require employees who are arrested to report such incidents, the company's Drug and Alcohol Free Workplace Program (P/I Number 7.3.4) does provide such a reporting requirement. The policy states that "employees, except for locomotive engineers and conductors, who are arrested, noticed for arraignment or otherwise detained by law enforcement due to a drug or alcohol offense are required to notify Amtrak of such arrest, notice, or detention by calling the Amtrak Helpline." The policy further provides that "if notification is impractical or impossible due to detention, incarceration or hospitalization, the employee must report within 48 hours of being released from detention, incarceration or from a healthcare facility."

³ The public database is accessible through the website SAM.gov (System for Award Management). It is an official website of the U.S. government where users can register to do business with the U.S. government, update or renew their entity registration, or search for exclusion records, among other things.

The Violations

- Amtrak's Standards of Excellence
- Amtrak's Workplace Violence policy, P/I Number 3.12.0

For Your Information

Appendix A provides details of the investigation. At the request of the appropriate officials, we will provide supporting documentation for the information referenced in this report. Please advise us within 45 days of the date of this report of any action taken on this matter. If you have any questions concerning this report, please contact me at [REDACTED] or [REDACTED].

cc: DJ Stadtler, EVP/Chief Administration Officer
William H. Herrmann, VP/Senior Managing Deputy General Counsel
Keren Rabin, Deputy General Counsel
Robin McDonough, VP, Human Resources

APPENDIX A

INVESTIGATIVE RESULTS

Tyrone [REDACTED] works as an electrician in the Mechanical department at [REDACTED] in Washington, D.C. He reports to [REDACTED] [REDACTED] of Mechanical, and his foreman, [REDACTED]

[REDACTED] was hired as an electrician in March 2005 and worked in that capacity until February 2006, when he was arrested for unauthorized possession of ammunition on company property. [REDACTED] personnel file indicates that a former company employee alleged that [REDACTED] threatened him and warned him that he previously carried weapons to work. APD searched [REDACTED] vehicle and found ammunition. In March 2006, [REDACTED] was dismissed from Amtrak.

In June 2007, [REDACTED] appealed the discipline of dismissal and sought restoration to service with full back pay and benefits. On July 5, 2007, the company reinstated him, largely due to questions about the complainant's credibility and the fact that, prior to consenting to the vehicle search, [REDACTED] told APD he had accidentally left ammunition in his car. The company treated [REDACTED] 13-month absence as an unpaid suspension and allowed his return with the stipulation that he would be placed on final warning for charges regarding firearms and weapons, or with respect to intimidating, threatening, or boisterous conduct.⁴

Reports of Intimidation. On July 18, 2017, two APD officers responded to the [REDACTED] mechanical yard after several employees reported concerns about [REDACTED] conduct. According to [REDACTED] the Acting Foreman, employees reported that [REDACTED] occasionally brought what appeared to be a metal ammunition box to work and distributed cards for his personal firearm instructor business while on company property. [REDACTED] stated that he believed [REDACTED] actions fell into the category of, "see something, say something," especially in light of [REDACTED] prior arrest and discipline related to possession of ammunition. [REDACTED] provided a written

⁴ The conditions of [REDACTED] reinstatement are found in [REDACTED], International Brotherhood of Electrical Workers and National Railroad Passenger Corporation (Amtrak), dated June 7, 2007, and states "[REDACTED] shall be placed on final warning for the behavior encompassed by the charges. That is, if in the future, he is found to have violated the Carrier's rules in regard to firearms and weapons, or with respect to intimidating, threatening and/or boisterous conduct, he shall be subject to discipline, up to including dismissal."

statement to [REDACTED] who consulted with [REDACTED], Superintendent of Commuter Services, before ultimately contacting APD.

APD interviewed and took statements about [REDACTED] behavior from five witnesses. Three of these witnesses told APD they observed [REDACTED] carrying a large black box to work and felt uncomfortable because they did not know the box's contents or its purpose. Two witnesses stated that [REDACTED] brought the box to a safety meeting without reason. In addition, two witnesses told APD that [REDACTED] approached them and provided a card for his personal firearms instructor business, [REDACTED], that one of the witnesses provided to APD. The witnesses that received the business cards stated that [REDACTED] approached them and told them he could teach them to shoot. One witness also stated that [REDACTED] showed them pictures of himself posing with guns on Facebook.⁵ In total, four witnesses expressed that they were afraid, intimidated, or believed that [REDACTED] conduct could be considered intimidating. According to APD's report, one of the witnesses was visibly shaking during the interview. The following quotes are from APD's report from three different witnesses:

- "I do not have a good repore with him ([REDACTED]). I avoid him. He has gotten too close to me."
- "He ([REDACTED]) is good one day, and scary the next. I am not comfortable with him; I do not like him with weapons. I am gonna be nice to him cause I am scared of him."
- "He ([REDACTED]) may retaliate, he may come back... I don't argue with him because I don't want things to get out of hand."

Reports of Threatened Retaliation. On October 2, 2017, APD reported to our office that [REDACTED] had attempted to identify those who made the initial complaint. Shortly thereafter, we interviewed [REDACTED] and [REDACTED]. Both stated that [REDACTED] attempted to get a copy of the APD report to determine who submitted the complaint. [REDACTED] specifically recalled [REDACTED] stating, "I am going to find out who it was." [REDACTED] said [REDACTED] called him, was emotional, and "almost hostile" while raising his voice because he was concerned that [REDACTED] and [REDACTED] were going through his personal belongings.

[REDACTED] also stated that [REDACTED] told him that a "family member" of his had alerted [REDACTED] of the ongoing APD investigation, and [REDACTED] implied that the family member was in a high-ranking position with the company or within APD. [REDACTED] said [REDACTED]

⁵ We were unable to locate these pictures.

knew specific details about the APD complaint, including that it was related to an ammunition case. He said he was concerned that [REDACTED] may be receiving sensitive information about the investigation because “ammunition case” was the language used in [REDACTED] statement.

Interview with [REDACTED] On October 4, 2017, we interviewed [REDACTED]. [REDACTED] stated that he believed the APD complaint was the result of gossip and discrimination for being African American and Muslim. [REDACTED] did not provide any facts to support this claim other than briefly referencing lawsuits he had previously submitted against the company, which [REDACTED] said did not involve any of his current colleagues or management. (We did not check with the Law department regarding his “lawsuits” claim.)

[REDACTED] admitted to occasionally bringing a large container to work, which he called a “tote,” as well as handing out his business cards at work. [REDACTED] claimed that he used the tote to carry his personal laptop, paper, and a personal printer to work, along with various clothing items. He said he primarily kept the container by his desk, although, as noted previously, witnesses stated that he also brought it to a safety meeting. [REDACTED] declined to provide any specific information regarding what he needed to print, but stated that he did not want to use company resources to do so. [REDACTED] declined to answer further questions about the tote’s contents.

In addition, [REDACTED] admitted that he called APD in an attempt to anonymously obtain a copy of the APD report. He told us that he did not provide his name because he did not want to draw attention to himself, but that the responding officer identified him through his phone number. [REDACTED] told us that he wanted to get a copy of the report because he believed the complaint was discriminatory and that discrimination was the only possible explanation because he is generally non-confrontational and makes an effort not to be “boisterous.” [REDACTED] further admitted that he told his coworkers that he was going to get a copy of the APD report.

[REDACTED] said he lied when he told [REDACTED] that a “family member” was providing information about APD’s investigation, and said that he did so to protect the identity of an anonymous caller. When we asked for specifics about the anonymous caller, [REDACTED] declined to provide any details, including whether the caller was male or female.

[REDACTED] eventually terminated the interview and refused to answer any additional questions.

Other Matters for Consideration

- Potential Medical Leave Abuse.** We also learned that [REDACTED] may have misused medical leave. In February 2014, [REDACTED] received a 30-day suspension and a “last and final” warning for excessive unexcused absences. Shortly thereafter, [REDACTED] began extensively using Family Medical Leave Act (FMLA) leave and unpaid sick leave, including on several dates surrounding his arrests and court appearances in 2015 and 2016. In addition, the Anne Arundel County, Maryland, Sheriff’s Office provided information that [REDACTED] was incarcerated from June 20, 2015, through June 23, 2015, and company records indicate that [REDACTED] was on FMLA leave on June 22, 2015, and June 23, 2015. [REDACTED] use of FMLA and unpaid sick leave also appears to correspond with the registration date of his firearms instructor business. He registered his business with the state of [REDACTED] on [REDACTED], and company records indicate that he used 40 days of unpaid sick leave between October 21, 2016, and December 15, 2016.
- Pre-Employment Background Checks and Reporting of Arrests.** Prior to working for the company, [REDACTED] was debarred⁶ by two federal agencies—OPM and HHS—for health care fraud. OPM debarred [REDACTED] from receiving federal contracts or grant funds, and HHS debarred [REDACTED] from participation in federal health care programs due to a “1128(a)(1) program related conviction” in December 1995.⁷

However, the company does not have a policy that prohibits hiring debarred or excluded parties.⁸ Further, the company’s Employee and Independent Contractor Background Check Policy does not require the contractor who conducts background checks for prospective employees to identify whether they are on the excluded parties list. Hiring an individual, such as [REDACTED] who was

⁶ According to the definitions under the Federal Acquisition Regulation (FAR), “‘debarment’ means action taken by a debarring official under 9.406 to exclude a contractor from Government contracting and Government-approved subcontracting for a reasonable, specified period; a contractor that is excluded is ‘debarred.’”

⁷ Information is limited due to the age of the conviction; however, the HHS Office of Inspector General provided documents that indicate the convictions involved Medicaid fraud and forgery of checks and documents.

⁸ For procurement matters, however, the company’s procurement manual prohibits the company from contracting with “parties or entities that have been debarred, suspended, or otherwise declared ineligible for government contracts.”

debarred after a conviction for health care fraud, could expose—and may have already exposed—the company to a similar liability.

Finally, the company's Employee and Independent Contractor Background Check Policy requires employees *convicted* of a crime to report those convictions within three days. However, it does not require employees who were *arrested* to report such incidents. Instead, the policy lists two categories for the hiring process. The first is for "permanently disqualifying felonies" such as murder, treason, and terrorism. The second is for "interim disqualifying felonies," which encompasses crimes that are not on the permanently disqualifying list, and where the conviction occurred within 7 years of the date on which the criminal background check was conducted. Here, however, ██████ received a conviction related to health care program abuse in 1995 and, in turn, was hired by the company in 2005 – more than 7 years after his conviction and when the criminal background check would have been conducted.⁹ Similarly, the policy does not require disclosure of civil restraining orders. In the absence of such a policy, the company may be missing an opportunity to quickly identify individuals, such as ██████ who appear to be involved in incidents related to violence.

Violations of Amtrak Policy

The company's Standards of Excellence states that there is no place for activities or behaviors that compromise the safety, satisfaction and well-being of customers, the public, or fellow employees. Further, the Standards provide that boisterous conduct, such as fighting, rudeness, assault, *intimidation*, horseplay and using profane or vulgar language is unacceptable. In addition, the Standards provide, in part, that any activity or behavior that distracts or prevents the employee or others from attending to duties is unacceptable.

Similarly, the company's Workplace Violence policy provides that any intentional verbal or physical conduct affecting the workplace that causes any individual to reasonably fear for his or her personal safety, the safety of his or her family, friends,

⁹ While this conviction was beyond the 7-year period, the application for employment with the company asks, "Have you ever been convicted of a crime which has not been expunged or removed from your record?" ██████ marked "No" on the application form. While we know ██████ was convicted in the Circuit Court for Baltimore City, Maryland of a criminal offense related to the delivery of an item or service under Medicaid, we were unable to locate any records pertaining to this conviction. As a result, we were unable to determine whether ██████ was truthful on his application for employment. It is possible this conviction was expunged or removed from his record through another procedure.

coworkers, and/or property. The policy also states that Amtrak has zero tolerance for workplace violence. By engaging in behavior that would reasonably make his colleagues fear for their safety, [REDACTED] violated the company's Standards of Excellence and the Workplace Violence policy.

Specifically, [REDACTED] acted inconsistently or violated these policies by bringing a large container to work, which his coworkers were concerned could contain ammunition and/or a weapon; handing out firearms instructor business cards while at work; telling coworkers that he was attempting to get a copy of the APD report; and telling coworkers that that a family member was providing insider information about the investigation, which caused his coworkers to fear for their safety. By doing so, [REDACTED] engaged in a pattern of behavior that intimidated coworkers and supervisors. His conduct is further aggravated by his history of a workplace violation for possession of ammunition.

Further, by engaging in behavior that intimidated his coworkers and making false statements to his supervisor, [REDACTED] activities distracted and prevented his colleagues from performing their duties.

Finally, the Standards also state that employees must always be truthful and honest, and that the company has no tolerance for employees who are dishonest. By claiming he had a relative providing inside information about the APD investigation, then telling our investigators that he was lying when he said this, [REDACTED] was clearly dishonest in one instance or the other.

In addition, there are several similarities between [REDACTED] recent actions and the 2006 incident that resulted in [REDACTED] "final warning for charges regarding firearms and weapons, or with respect to intimidating, threatening, or boisterous conduct." In addition to the weapons-related nature of the complaints and his intimidating and threatening actions in response, [REDACTED] interjected himself into the investigation in a manner that was, at a minimum, less than fully cooperative, and possibly even obstructive, including lying to a manager and declining to fully answer our questions.

End of Report

~~*This report contains sensitive information. It may not be released to any person or organization outside Amtrak without the written consent of the Office of Inspector General.*~~



Memorandum

To: Scot Naparstek
EVP/Chief Operating Officer

From: George L. Dorsett 
Assistant Inspector General, Investigations

Date: December 14, 2018

Subject: *Violation of Company Policy by [REDACTED] Passenger Conductor; [REDACTED] Assistant Passenger Conductor; [REDACTED] Usher/Gatemen; and [REDACTED] Assistant Passenger Conductor, Washington, D.C. (OIG-I-2019-502)*

This report presents the results of our investigation into allegations that four Amtrak (the company) employees: [REDACTED] Passenger Conductor; [REDACTED] Assistant Passenger Conductor; [REDACTED] Usher/Gatemen; and [REDACTED] Assistant Passenger Conductor—all based in Washington, D.C.—violated company policies by allowing a passenger to travel without a ticket on several occasions. We are providing this report to you for whatever administrative action you deem appropriate.

Why We Conducted the Investigation

In July 2017, the Amtrak Police Department (APD) requested forensic assistance from our office related to a passenger, [REDACTED] who was arrested on drug charges.¹ APD requested that we analyze the data on [REDACTED] cellular phone—which was seized when he was arrested—for leads into potential drug trafficking and other information that could aid in [REDACTED] prosecution. We reviewed the data and found personal cell phone numbers belonging to four Amtrak employees: [REDACTED] [REDACTED] [REDACTED] and [REDACTED]²

We also identified text messages between [REDACTED] and [REDACTED] [REDACTED] [REDACTED] and [REDACTED] that indicated [REDACTED] may have traveled on company trains on several occasions without a ticket. These text messages instructed [REDACTED] on where and when to board a

¹ [REDACTED] was arrested on June 27, 2017 and charged with multiple accounts of possession with intent to deliver drugs, assault, reckless endangerment, and resisting arrest. He pleaded guilty to possession with intent to deliver and simple assault, while the other charges were withdrawn. [REDACTED] was sentenced to nine months of probation.

² We verified and confirmed, through company personnel records, that the phone numbers found on [REDACTED] phone belonged to [REDACTED] [REDACTED] [REDACTED] and [REDACTED]

train. We compared the times of the text messages between [REDACTED] and these four employees to the passenger manifests and schedules for the trains described in the text messages to determine whether [REDACTED] was a ticketed passenger. In most cases, he was not. In light of this information, we opened an investigation into these four employees' relationships with [REDACTED] and whether they were involved in drug trafficking or allowing [REDACTED] or other passengers to travel on company trains without a ticket.

The Activities We Conducted

To conduct the investigation, we took the following actions:

- Analyzed [REDACTED] phone
- Reviewed communications between [REDACTED] and [REDACTED] [REDACTED] [REDACTED] and [REDACTED]
- Reviewed text messages [REDACTED] provided
- Interviewed [REDACTED]
- Interviewed [REDACTED]
- Interviewed [REDACTED]
- Interviewed [REDACTED]
- Conducted surveillance

The Results of the Investigation

We found no evidence that that [REDACTED] [REDACTED] [REDACTED] or [REDACTED] were involved in drug trafficking. However, we found that [REDACTED] [REDACTED] [REDACTED] and [REDACTED] violated company policy by allowing [REDACTED] to travel without a ticket on various occasions. In fact, all four individuals admitted allowing and/or assisting other non-ticketed passengers to receive free travel aboard company trains on several occasions, generally at the request of other Amtrak employees.

During our investigation, we were told by the subjects that it is common for company employees to ask other employees to allow someone—typically an employee's extended family, friends, or acquaintances—to travel aboard the company's trains without tickets, and that company employees routinely allow these "courtesy rides."

We were also told that courtesy rides may be commonly granted to employees of other forms of rail transportation. For example, [REDACTED] told us he was receiving free rides on Washington Metropolitan Area Transit Authority (WMATA) trains for his commute to work from [REDACTED] wife, [REDACTED] who is a WMATA employee. [REDACTED] stated that, in

exchange for his free rides on WMATA trains, he provided [REDACTED] with [REDACTED] contact information, so [REDACTED] could facilitate her free travel on Amtrak trains.

The Violations

[REDACTED] [REDACTED] [REDACTED] and [REDACTED] actions violated the following Amtrak policies:

- Amtrak's Standards of Excellence
- Ethical Conduct and Conflict of Interest Policy (P/I Number 1.3.6)
- Amtrak Pass Policy, (P/I Number 10.10.2)

For Your Information

At the request of the appropriate officials, we will provide supporting documentation for the information referenced in this report.

Please advise us within 45 days of the date of this report of any action taken on this matter. If you have any questions concerning this report, please contact me at [REDACTED] or [REDACTED].

cc: Stephen Gardner, EVP/Chief Commercial Officer
 DJ Stadtler, EVP/Chief Administrative Officer
 William N. Feidt, EVP/Chief Financial Officer
 Eleanor D. Acheson, EVP/General Counsel and Corporate Secretary
 Christian Zacariassen, EVP/Chief Information Officer
 Kenneth J. Hylander, EVP/Chief Safety Officer
 Robin McDonough, VP, Human Resources
 William H. Herrmann, VP, Senior Managing Deputy General Counsel
 Keren Rabin, Deputy General Counsel

APPENDIX A

INVESTIGATIVE RESULTS

██████ was hired as an Assistant Passenger Conductor Trainee in 2011. He assumed his current position as Passenger Conductor in 2014. He is responsible for getting trains ready for travel, checking tickets, and undertaking safety checks.

██████ was hired as an Assistant Passenger Conductor in 1999. He is responsible for maintaining the safety of the train and its passengers, along with maintaining overall train functions. He was terminated for failure to comply with Amtrak's Standards of Excellence and failure to comply with Amtrak's Service Standards for Train Service and On-Board Employees in 2013 but was reinstated in 2016.

██████ was hired as an Usher/Gatemen in 2007. He is responsible for assisting passengers with their luggage, helping passengers with gate and train locations, and helping passengers board trains.

██████ was hired as an Assistant Passenger Conductor in 2015. He is responsible for maintaining the safety of the train and its passengers, along with maintaining overall train functions.

On July 6, 2018, we interviewed ██████ to discuss his relationship with ██████ and the allegations that he provided free travel. We informed ██████ that ██████ was arrested and was in possession of drugs and found to have been traveling without a ticket.

██████ stated that he did not know ██████ or know how ██████ got his number. However, we question ██████ honesty because we identified 108 text messages between ██████ and ██████ between May 6, 2017 and June 22, 2017. The nature and volume of the messages paints a different picture of their relationship—one of familiarity with one another. ██████ and ██████ discuss family events and issues such as ██████ wife's hospitalization and son's graduation. For instance, on June 2, 2017, a text message from ██████ to ██████ stated:

I'm sorry to intervene anything this morning.....she gonna be good. I had to make sure my wife was good. I really appreciate u putting me on, & getting me on. Please let ur man know what happened....Why I didn't show up @ that time. We leaving the hospital now I'm bout to be on my way to the station if there's another time please let me know if not I under. Thank U

On June 7, 2017, a text message from [REDACTED] to [REDACTED] stated:

I booked the 6 AM. One, because my son was graduating that day and it was to early I didn't know if I can get on.

On June 21, 2017, a text message from [REDACTED] to [REDACTED] stated:

Wassss' Going on Homebul'. I hope all is well with u,& ur love ones. Me...I'm str8! If it's cool with u,can u put me on tomorrow.

The ongoing communication between [REDACTED] and [REDACTED] related to [REDACTED] taking free rides aboard Amtrak trains—with [REDACTED] help—contradicts [REDACTED] statements that he did not know [REDACTED]

[REDACTED] stated that conductors sometimes allow passengers to board trains without a ticket—referred to as a “courtesy ride.” He stated that company employees sometimes give courtesy rides to another employee’s relatives or friends at that employee’s request, and that he may have given [REDACTED] one of these courtesy rides. He said he has also given courtesy rides to employees of other railroads, as well as law enforcement personnel. He stated that “from top to bottom at Amtrak,” courtesy travel happens all the time. [REDACTED] also noted that he sometimes receives passengers’ phone numbers to coordinate courtesy rides. However, he stated multiple times that he would never knowingly assist a passenger in moving contraband by allowing them to ride for free. [REDACTED] also stated that he does not receive anything in return for courtesy rides.

[REDACTED]

On May 17, 2018, we interviewed [REDACTED] to discuss his relationship to [REDACTED] and the allegations that he provided free travel. Also present during this interview were his supervisor, [REDACTED], and a local union representative, [REDACTED]. We informed [REDACTED] that [REDACTED] was arrested and had drugs in his possession. We also told [REDACTED] that [REDACTED] mentioned [REDACTED] by name in a message instructing [REDACTED] as to when and where to go in order to board an Amtrak train without a ticket.

[REDACTED] stated that he does not know [REDACTED] and does not remember him. [REDACTED] also acknowledged that, as a courtesy, some conductors will sometimes allow passengers to board trains without a ticket, even though it is against company policy. He admitted that, in some instances, he has allowed these courtesy rides, but stated that he has never gotten anything in exchange for doing so. [REDACTED] stated that there is an “unwritten rule” regarding courtesy rides for railroad employees across all services. [REDACTED] also stated that other employees sometimes “volunteer” other employees to allow a courtesy ride without informing that employee—that is, an employee will tell a passenger that another employee will give them a courtesy ride. When the passenger approaches the

other employee, that employee is then “put in a tough spot” and feels pressured to allow the courtesy ride.

████ further explained that courtesy rides are sometimes extended between rail companies in order to facilitate on-time work travel. He said that, when a railroad employee is seen in uniform or in a working capacity, a courtesy ride may be offered, if needed, in order to allow on time travel between cities. In light of that common practice, he said that sometimes railroad employees will not even say anything when trying to get a courtesy ride; they will just show up on a train—sometimes with their family members—in an attempt to receive a free ride.

████

On June 13, 2018, we interviewed █████ to discuss his relationship with █████ as well as the allegations that he provided free travel. We informed █████ that █████ was arrested and had drugs in his possession.

████ stated that he did not know █████ and had never heard his name before. We explained to █████ that we discovered text messages between █████ and █████ which showed █████ phone number in the text thread. In one of the messages, █████ told █████ to call █████ number to figure out where to meet at Washington Union Station for a free ride. We also showed █████ text messages on █████ phone that mentioned giving █████ something as a token of appreciation for the free ride. A June 10, 2017 text message from █████ to █████ stated:

I'm with him now....I passed him something. He said it was cool. I gave it to him anyway.

████ also stated that it is common for company employees to ask for or provide courtesy rides to other employees. He said that he is sometimes asked to allow a passenger who does not have a ticket to be permitted through the gate, and that he is typically given a visual description of the person, but not their name. Once that person passes the gate and tries to get on a train, he said it is up to the conductor to decide whether to allow them to board. █████ acknowledged that he has let passengers through the gate without a ticket, but he stated that he never received anything in return for doing so. Further, █████ stated that, while he used to check tickets at the

gate, he no longer does so because Amtrak changed the policy and mandated that checking tickets was no longer necessary—to improve the customer experience.³

█████ also provided a June 10, 2017 text message thread that included communications between █████ and █████ setting up a free ride for █████. █████ volunteered this information to illustrate his claim that he did not know █████.

█████ *Trying to get my man on 164*

█████ *Where he at? Tell him to call me. 917-554-6426*

These text messages further corroborate the fact that █████ was communicating with other Amtrak employees to facilitate free travel aboard Amtrak trains.

On November 20, 2018, we interviewed █████ to discuss his relationship to █████ and the allegations of free travel. We informed █████ that █████ was arrested and was in possession of drugs and found to have been traveling without a ticket.

█████ stated that he did not know █████ but knew his wife, █████ whom he met at the WMATA employee booth at the Huntington Metro Station in Alexandria, Virginia. █████ stated that █████ would allow him to ride WMATA for free for his commute to work by showing her his Amtrak employee badge. █████ stated that █████ inquired about receiving a free ride to Philadelphia on an Amtrak train, and told us he gave her █████ contact information because he believed █████ could better facilitate the travel, since he worked the Northeast Corridor.

Other than the free rides on WMATA trains, █████ stated that he did not receive anything in return for helping █████ ride Amtrak without a ticket and did not know anything about █████ being in possession of drugs or during his free rides. █████ stated that he thought he was only helping █████ get the free rides by giving her █████ contact information and did not know that █████ was actually contacting █████ for his own free train rides.

█████ also confirmed his address in Alexandria, Virginia, which is the same as █████ address. █████ stated that he and █████ have been friends since elementary school and currently live together.

³ In a “Daily Advisory” posted to the company’s Intranet, as of October 23, 2017, the inspection of tickets during the general boarding process at six large stations (including Washington Union Station) was discontinued. However, under the company’s “Customer Identification Requirements,” customers are still required to present identification if they are a pass rider on trains when asked for it by train crewmembers, other Amtrak or operating railroad employees, or the Amtrak Police.

Violations of Amtrak Policy

By allowing passengers to ride company trains without a ticket or assisting in doing so, [REDACTED] [REDACTED] [REDACTED] and [REDACTED] actions violated the Ethical Conduct and Conflict of Interest Policy and the Standards of Excellence. These policies require employees to act in a safe and ethical manner, which is also consistent with law, regulations, grant agreement requirements, and the company's core values. In addition, by coordinating free travel at other employees' requests, their actions were inconsistent with these policies because employees have a responsibility to report violations or suspected violations to the Corporate Ethics Officer.

In addition, [REDACTED] [REDACTED] [REDACTED] and [REDACTED] actions violated the Amtrak Pass Policy. The company's pass policy provides free and reduced-rate transportation for business and personal travel for Amtrak employees and specific members of their families (referred to as "Eligible Individuals"). Eligible individuals are limited to employees, their spouses, and dependents. Extended family members and friends are not authorized for pass travel.

Finally, our investigation indicates that company employees may routinely be allowing—or requesting other company employees to allow—individuals to travel aboard the company's trains without tickets, and that company employees may routinely be granting these free rides. These non-ticketed passengers clearly represent a loss of revenue for the company, but, more importantly, they pose a safety and security risk, as does the distraction posed by company employees who use their time, attention, and personal cellular phones to surreptitiously make all this happen in violation of company policy.

End of Report


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Via Electronic Mail

Memorandum

To: Scot Naparstek
EVP/Chief Operating Officer

From: George L. Dorsett 
Assistant Inspector General, Investigations

Date: February 1, 2019

Subject: *Violation of Company Policy by Foreman/Trackman [REDACTED]
Engineering Department, Los Angeles, California (OIG-I-2019-503)*

This report presents the results of the Office of Inspector General's investigation into allegations that [REDACTED] a Foreman/Trackman, based in Los Angeles, California, violated Amtrak (the company) policy by committing safety violations and stealing paper products from the locker room supply cabinet at the Eighth Street Yard, Los Angeles, California. We are providing this information for whatever administrative action you deem appropriate.

Why We Conducted the Investigation

In September 2017, we received an anonymous complaint that [REDACTED] had committed safety violations at the Yard, including a "cardinal rule" violation by leaving workers unattended and without protection. In addition to the complaint, [REDACTED] Trackman, alleged to our agents that he believed [REDACTED] had begun to harass him by vandalizing his property in retaliation for appearing as a witness in a lawsuit filed against a company management employee.

In an attempt to catch [REDACTED] vandalizing his locker and property, [REDACTED] told us he mounted a camera disguised as a USB charger in an outlet in the locker room, but instead captured images of [REDACTED] stealing toilet paper and paper towels from the locker room supply closet on or around September 15, 2017. [REDACTED] said he subsequently removed the recording device from the locker room.

After assessing the information and relevant company policies, we opened an investigation into these allegations and actions.

The Activities We Conducted

To conduct the investigation, we took the following actions:

- Interviewed [REDACTED]
- Interviewed [REDACTED]
- Interviewed [REDACTED]
- Reviewed video footage provided by [REDACTED]
- Reviewed relevant company documents and records

The Results of the Investigation

We found that Engineering department management was aware of the alleged safety violations, conducted an investigation, and concluded that [REDACTED] did not commit a safety violation. However, we also found that [REDACTED] violated the company's Ethical Conduct and Conflict of Interest policy and the Standards of Excellence by stealing items from the company's supply cabinet and lying about it during his interview with our agents.

On November 17, 2017, we interviewed [REDACTED] who told us that, at the time, he believed he was being retaliated against because he was a witness in a lawsuit filed against a company management employee. [REDACTED] stated that someone had been spitting at his locker, urinating in his hardhat, and had scratched his motorcycle. He told us that he believed [REDACTED] was responsible due to ongoing personal conflicts between the two of them.

[REDACTED] said that he placed a camera disguised as a USB charger in the men's locker room in an attempt to catch [REDACTED] vandalizing his property. However, [REDACTED] stated that the camera had instead captured images of [REDACTED] stealing items from the locker room supply closet. [REDACTED] provided us with a thumb drive that contained four videos of [REDACTED] removing paper products, trash bags, and other cleaning items from the supply closet and placing them into a blue gym bag and another bag with an Amtrak logo. The video also depicts [REDACTED] departing the locker room at separate times carrying the two bags.

[REDACTED] told us that he informed [REDACTED] the Chief Engineer, that he had placed a recorder in the locker room. [REDACTED] said that he told [REDACTED] on October 18, 2017 that the video depicted [REDACTED] removing items from the supply cabinet in the locker room. However, [REDACTED] did not provide the video to management, because according to [REDACTED] [REDACTED] told him that he destroyed it.

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It is unclear why [REDACTED] was not forthcoming with [REDACTED] given that he later provided the recording to us.

Based on that October 2017 information, [REDACTED] management conducted an administrative investigation that was completed in mid-November 2017. We subsequently began our own investigation and obtained the records from management's investigation and reviewed the results. The records from management's investigation included written statements from both [REDACTED] and [REDACTED]

Management's investigation determined that [REDACTED] had violated the company's Standards of Excellence by placing the camera in the locker room and charged him with the offense. [REDACTED] waived his right to a formal investigation, admitted he placed a recording device in the locker room, and agreed to accept the assessed discipline of 10 consecutive working days of suspension.¹

Additionally, management told us that they did not conclude that [REDACTED] stole company property and took no formal action against him because they did not have any evidence beyond [REDACTED] statement regarding the theft. Of note, management did not have the benefit of reviewing the actual recording of [REDACTED] taking the property, placing it in his personal bags, and removing it from the locker room.

Even though management did not conclude that [REDACTED] stole company property, we re-examined the matter separately as part of our own investigation after [REDACTED] provided us the recording of [REDACTED] taking company property. On May 10, 2018, we conducted a voluntary recorded interview with [REDACTED] and asked him whether he stole products out of the locker room supply cabinet.² [REDACTED] initially stated that he was putting items "like toilet paper, foamy, [and] paper towels" in a bag and taking them to the foreman's office to stock the "other foreman's locker room," and repeatedly denied stealing or taking any of the items home for personal use. [REDACTED] stated that he was "never taking the bag out to my car or putting it in my car."³

¹ On August 28, 2018, we presented this matter to the Los Angeles County District Attorney's Office, Public Integrity Division, for consideration of criminal prosecution for violation of California Penal Code Section 632 (Eavesdropping). The District Attorney's Office declined to prosecute.

² [REDACTED] was provided a written warning that informed him that the interview was voluntary and that he was not required to answer any of our questions. The written warning also informed him that no disciplinary action would occur for refusing to answer questions.

³ Senior Engineer, [REDACTED], told us subsequently on May 15, 2018, that there was not a foreman's locker room at the time of the alleged theft, and the general locker room was close enough to the foreman's office that there was no need to have an interim location or extra supplies outside of the general locker room.

After [REDACTED] denied taking company property, we informed him that providing a false statement could not only result in termination, but there is also the potential for criminal prosecution. We then confronted [REDACTED] with the video recording depicting him loading products into personal bags and doing so when no one was around to see him. At that point, he admitted that he did, in fact, put the bags full of supplies into his car and took the items home for personal use, and to give to people in his neighborhood who were in need. [REDACTED] also stated that he restocked the supply cabinet shelves from nearby supply boxes to make it look as if nothing was missing, which was supported by the video recording. [REDACTED] admitted that he did this once or twice in the past year.

Approximately 15 minutes after the completion of our interview with [REDACTED] we met at his office where he had gone to retrieve requested documents for us. Even though the interview was recorded and [REDACTED] was reminded about the repercussions of lying to OIG agents, [REDACTED] recanted his earlier admission and told us he had not taken the bags containing the products home.⁴ However, [REDACTED] did not give any further explanation as to why he wanted to recant his admission.

The Violations

[REDACTED] actions violated the following Amtrak policies:

- Amtrak's Standards of Excellence
- Ethical Conduct and Conflict of Interest Policy (P/I Number 1.3.6)

For Your Information

At the request of the appropriate officials, we will provide supporting documentation for the information referenced in this report. Please advise us within 45 days of the date of this report of any action taken on this matter. If you have any questions concerning this report, please contact me at [REDACTED] or [REDACTED].

cc: Stephen Gardner, EVP/Chief Commercial Officer
 DJ Stadtler, EVP/Chief Administrative Officer
 William Feidt, EVP/Chief Financial Officer
 Christian Zacariassen, EVP/Chief Information Officer
 Kenneth Hylander, EVP/Chief Safety Officer

⁴ [REDACTED] asked us whether it was illegal to privately record someone in a locker room. We told [REDACTED] that particular matter was being addressed separately by company management. It was after this exchange, that [REDACTED] recanted his earlier admission and, again, stated that he had not taken the bags containing the supply cabinet items home.

Eleanor Acheson, EVP/General Counsel and Corporate Secretary
William Herrmann, VP, Senior Managing Deputy General Counsel
Robin McDonough, VP, Human Resources
Keren Rabin, Deputy General Counsel


End of Report



Via Electronic Mail

Memorandum

To: Scot Naparstek
EVP/Chief Operating Officer

From: George L. Dorsett 
Assistant Inspector General, Investigations

Date: February 4, 2019

Subject: Investigative Report: *Violation of Company Policy by [REDACTED]
Service/Train Attendant, Operations, Transportation, Chicago, Illinois
(OIG-I-2019-504)*

This report presents the results of our investigation into an allegation that [REDACTED] a Service/Train Attendant based in Chicago, Illinois violated Amtrak (the company) policy by using a Social Security number that did not belong to her and being dishonest with Human Resources personnel when questioned about it. We are providing this report for whatever administrative action you deem appropriate.

Why We Conducted the Investigation

On July 2, 2018, we received information from Amtrak Human Resources indicating that, when [REDACTED] applied for employment with the company in 2016, she used a different Social Security number than what she previously provided to the company when she worked for Amtrak in 1988 through 1995 in Los Angeles, California.

After assessing the information and relevant company policies, we opened an investigation to determine whether [REDACTED] used two different Social Security numbers to gain employment with the company.

The Activities We Conducted

To conduct the investigation, we took the following actions:

- Interviewed [REDACTED]
- Interviewed [REDACTED] former Senior Human Resource Representative

- Interviewed [REDACTED] former Human Resource Contractor
- Interviewed [REDACTED] Senior Technical Trainer, Safety, Health & Environmental
- Reviewed Human Resources' records on [REDACTED]
- Reviewed Railroad Retirement Board (RRB) records for [REDACTED]

The Results of the Investigation

We confirmed that, contrary to company policy, [REDACTED] improperly used a Social Security number, which she purported belonged to her, when she worked for the company in Los Angeles from March 1988 to June 1995. When we interviewed [REDACTED] she refused to discuss the matter and terminated the interview.

[REDACTED] Employment History with the Company

Human Resources records show that [REDACTED] was hired on March 18, 1988 and held various positions, including Food Specialist, Reservations Sales Agent, and Chef in Los Angeles, California before voluntarily resigning on June 28, 1995.¹ At that time, [REDACTED] Human Resources records all used a Social Security number ending in [REDACTED]. We confirmed with the Social Security Administration that this number was never legally issued to [REDACTED]. Instead, this Social Security number was issued to a developmentally disabled individual who resides in Ohio.²

Human Resources records show that [REDACTED] was hired again, effective May 2, 2016, as an On-Board Service Trainee in Chicago, Illinois. On her application, when asked if she had worked for the company before, [REDACTED] replied "yes." However, this application and her onboarding documentation used a Social Security number ending in [REDACTED] different than the number [REDACTED] previously used to gain employment with the

¹ Amtrak's Human Resources Department was unable to provide a comprehensive personnel file related to [REDACTED] employment, under the original social security number she provided, due to the lapse in time and the document retention policy allowing for the destruction of records.

² On July 23, 1987, [REDACTED] was arrested in California and charged with assault with a firearm under her legally-given Social Security number ending in [REDACTED]. [REDACTED] pleaded not guilty to this charge and the case was later dismissed. However, at the time of her 1988 hire with the company, these criminal charges were still pending. While we were unable to determine [REDACTED] motive for using another individual's Social Security number, it could be surmised that she did so in order to apply for employment with the company out of concern she may be disqualified from employment if the company learned of the prior arrest.

company. We confirmed with the Social Security Administration that this number is legally assigned to [REDACTED]

On July 20, 2018, we interviewed former Senior Human Resource Representative, [REDACTED]. We asked [REDACTED] about the personnel file for [REDACTED] which appeared to be missing documents related to [REDACTED] prior employment with Amtrak. We also asked [REDACTED] about a notation placed on [REDACTED] personnel file that read, "old Social Security number." [REDACTED] stated [REDACTED] had recently contacted the Human Resource Employee Services Center requesting a copy of her personnel file. During the conversation, [REDACTED] stated she used a different Social Security number when she initially worked for the company, and that her Social Security number had to be changed for "personal reasons." [REDACTED] stated that [REDACTED] would not discuss the matter further. [REDACTED] requested to have her personnel files from both periods of employment combined into one file.

On September 5, 2018, we interviewed [REDACTED] and provided her with several documents from her personnel file, dating back to her original employment with the company—including a Transfer Request Form she signed, dated October 3, 1990; a Background Check for Internal Candidates form, dated October 5, 1990; and an Acknowledgement of Receipt of Amtrak Orientation and Pre-Class Study Packet that she signed, dated October 3, 1990. All of these documents listed the Social Security number ending in [REDACTED]. We asked [REDACTED] to review the paperwork and confirm that the information contained within was accurate. [REDACTED] confirmed that the documentation and information were accurate and were related to her employment with the company. Further, we also provided [REDACTED] with several documents she completed when she reapplied for employment in 2016, including an Amtrak New Hire Employee Information Form and a Policy and Procedures Acknowledgement Form. Both forms used the Social Security number ending in [REDACTED] and [REDACTED] digitally signed them on April 19, 2016. [REDACTED] confirmed the information on these forms was accurate.

When we pointed out that [REDACTED] paperwork submitted for her employment in 2016 contained a different Social Security number than her paperwork from 1990, and asked for an explanation, [REDACTED] refused to discuss "this information" and became defensive and uncooperative when we attempted to ask additional questions. We asked [REDACTED] whether she was aware that it was illegal to use two Social Security numbers, which she acknowledged and stated she was aware. [REDACTED] continued by stating that she had already discussed this issue with the Internal Revenue Service, Social Security Administration, Railroad Retirement Board (RRB), and [REDACTED] (former Human

Resource Contractor), and that we could reach out to them to discuss it instead. When we attempted to continue the interview, [REDACTED] reiterated that she was not willing to discuss the discrepancy between the two Social Security numbers, stood up, and walked out of the interview.

We made several attempts to conduct a follow-up interview with [REDACTED] but she did not respond.³ While, [REDACTED] interview was voluntary and, thus, had the right to terminate the interview, her outright failure to cooperate is inconsistent with company policy, which requires all employees to cooperate with the OIG.⁴

On September 25, 2018, we contacted [REDACTED] who recalled that an issue with [REDACTED] Social Security number was brought to her attention after Human Resources personnel were unable to verify [REDACTED] prior employment with Amtrak. Human Resources personnel found a "[REDACTED] [REDACTED] with a Social Security number ending in [REDACTED] but could not locate any files using the Social Security number listed on her 2016 application. [REDACTED] said that, at the time, she asked [REDACTED] about having worked for Amtrak using a different Social Security number. [REDACTED] provided no explanation for the discrepancy and denied knowing anything about it.

[REDACTED] said that she processed [REDACTED] application as a new employee instead, rather than as an applicant with prior Amtrak experience. [REDACTED] asked whether she would receive credit for her prior Amtrak service, and [REDACTED] told [REDACTED] she would not because the company could not verify [REDACTED] prior employment. [REDACTED] stated she was okay with not receiving credit.

On November 2, 2018, we interviewed [REDACTED] Senior Technical Trainer, Safety, Health & Environmental, based in Chicago. [REDACTED] participated in [REDACTED] new hire training class in May 2016. [REDACTED] said that, during the training, she recalled [REDACTED] constantly asked, "what if" type questions related to being out on a medical leave of absence and getting hurt, which [REDACTED] thought "seemed weird." [REDACTED] also

³ On December 3, 2018, we emailed [REDACTED] requesting her to contact our office for a follow-up interview. On December 6, 2018, we called [REDACTED] using the telephone number we received from her Personnel File and what she provided to Human Resources Employee Services Center as the best number to contact her, but the recipient did not respond after picking-up the phone and then hung up moments later. Again, on December 6, 2018, we received a call from the same number but, the caller did not respond and hung up. We attempted to follow-up again by phone on December 11, 2018 and left a voicemail message requesting that [REDACTED] contact us. As of the date of this report, [REDACTED] has not responded.

⁴ The company's Office of Inspector General policy (P/I Number 2.1.3) states in part, "failure to cooperate with or the intentional furnishing of false or misleading information to the OIG by Amtrak employees, contract personnel, or representatives, may result in disciplinary action, contract termination, and/or criminal sanctions or penalties."

stated that [REDACTED] discussed having worked for the company before and that she knew a lot of information about RRB benefits. [REDACTED] told us that she felt, based on [REDACTED] questions, [REDACTED] was planning to apply for a disability and then retire. Finally, [REDACTED] also recalled that [REDACTED] said she already had an Amtrak SAP employee identification number, but that the number was associated with a Social Security number that did not match the number on [REDACTED] 2016 application.

[REDACTED] Contact with the Human Resource Employee Services Center

During the course of our investigation, we found out that [REDACTED] contacted the Human Resource Employee Services Center⁵ more than 26 times between June 2016 and June 2018 in an attempt to combine her months of service from both periods of her employment with the company, as well as to request assistance with benefits enrollment, requests for family medical leave act-related paperwork, and payroll and retirement questions.

On April 11, 2018, [REDACTED] contacted the service center and requested to have her months of service transferred to the RRB. During that call, [REDACTED] stated that she worked for Amtrak in Los Angeles from 1987 to 1995 and was requesting to have her months of service from her prior employment transferred to the RRB because she planned to retire in 8 months and wanted to collect her 5-year pension. A service center representative told [REDACTED] the company documented her hire date as May 2, 2016 and did not have her in the system as having any other Amtrak service. [REDACTED] stated, "I lost that Social Security card. I don't know the number." [REDACTED] stated that when she was rehired in 2016, she told someone in Chicago about the issue with her Social Security numbers, and they were supposed to help her with it but did not.

On June 18, 2018, [REDACTED] contacted the service center again and, during the call, told the representative that she had previously requested a copy of her employment application from 1987 but never received it. Again, [REDACTED] stated that she worked for Amtrak in California from 1987 to 1995 but used a different Social Security number that ended in [REDACTED]. [REDACTED] stated she tried to address this issue with [REDACTED] from the Human Resources Department, but that [REDACTED] never resolved the issue. [REDACTED] again requested to have her service months from both periods of employment transferred to the RRB, so that all her time with the company would be accurately represented.

⁵ Each time [REDACTED] contacted the Service Center, she verified her identity by providing her name, date of birth, SAP number, address, telephone number, and email address.

██████ provided the Social Security number ending in ██████ as her current Social Security number.

We also reviewed RRB records for ██████ that included records associated with both Social Security numbers—the one ending in ██████ and the one ending in ██████. In addition, the RRB has a record of ██████ requesting to combine her railroad service time under the Social Security number ending in ██████ and notes of ██████ calls to RRB stating she worked for Amtrak using two different Social Security numbers.

██████ actions of using another individual's Social Security number to gain employment with the company in 1988 was improper and dishonest. Moreover, ██████ continued attempts to conceal her previous behavior after she was rehired by the company in 2016, by telling various company personnel that the number once belonged to her but had to be changed for personal reasons, was also dishonest and is inconsistent with the company's Standards of Excellence and its Ethical Conduct and Conflict of Interest Policy, P/I Number 1.3.6. Further, her dishonest explanations regarding her use of the two Social Security numbers coupled with the Social Security Administration's confirmation that ██████ was legally assigned only one of those numbers further exemplifies her intention to conceal her previous improper conduct when she was rehired in 2016.

On December 7, 2018, we presented this matter to the Chief of Special Prosecution in the Illinois Attorney General's Office for consideration of criminal prosecution for the use of another individual's Social Security number, but that office declined to prosecute.

The Violations

- Amtrak Standards of Excellence
- Amtrak Ethical Conduct and Conflict of Interest policy, P/I Number 1.3.6
- Office of Inspector General policy, P/I Number 2.1.3

For Your Information

At the request of the appropriate officials, we will provide supporting documentation for the information referenced in this report. Please advise us within 45 days of the date of this report of any action taken on this matter. If you have any questions concerning this report, please contact me at ██████ or ██████.

cc: Stephen Gardner, EVP/Chief Commercial Officer
DJ Stadtler, EVP/Chief Administrative Officer

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Christian Zacariassen, EVP/Chief Information Officer
Kenneth Hylander, EVP/Chief Safety Officer
Eleanor Acheson, EVP/General Counsel and Corporate Secretary
Swati Sharma, Acting Chief Financial Officer
William Herrmann, VP, Senior Managing Deputy General Counsel
Robin McDonough, VP, Human Resources
Keren Rabin, Deputy General Counsel

End of Report