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U.S. DISTRICT JUDGE  
LONNIE R. SUKO

8  
9 IN THE UNITED STATES DISTRICT COURT FOR THE  
10 EASTERN DISTRICT OF WASHINGTON

11 WALTER L. TAMOSAISIS, PHD, and  
12 his marital community,

Case No.: 2:11-cv-05157-LRS

13 Plaintiff,

14 vs.

15 URS ENERGY & CONSTRUCTION,  
16 INC., an Ohio Corporation and wholly  
17 owned subsidiary of AECOM,

SECOND AMENDED  
COMPLAINT FOR DAMAGES  
AND  
DEMAND FOR JURY TRIAL

18 Defendant.  
19

20 **I. PARTIES AND JURISDICTION**

21  
22 1.1 Plaintiff Walter L. Tamosaitis, Ph.D. (“Dr. Tamosaitis”), is a  
23 married individual and a citizen of the United States residing in Richland,  
24 Washington.  
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1           1.2    Defendant URS Energy & Construction, Inc. (“URS E&C”)  
2 is a corporation organized and existing under the laws of the State of  
3 Ohio, and is a wholly owned subsidiary of AECOM, a Delaware  
4 corporation, through three unidentified holding companies.  
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6           1.3    On July 30, 2010, Dr. Tamosaitis filed a whistleblower  
7 complaint under Section 211 of the Energy Act of 1974, as amended, 42  
8 U.S.C. 5851 (“ERA”) with the Department of Labor (“DOL”). Over one  
9 year has passed since this complaint was filed, and Dr. Tamosaitis has  
10 provided notice of his intent to pursue the case in federal court pursuant to  
11 29 CFR § 24.114. The DOL has not issued a final decision within one  
12 year of the filing of the complaint, and the delay is not due to the bad faith  
13 of Dr. Tamosaitis. Thus, under the ERA, the Federal District Court now  
14 has jurisdiction over this matter.  
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18           1.4    On April 16, 2014, Dr. Tamosaitis filed another  
19 whistleblower complaint under the ERA with the DOL. Over one year  
20 has passed since that complaint was filed, and Dr. Tamosaitis has  
21 provided notice of his intent to pursue the case in federal court pursuant to  
22 29 CFR § 24.114. The DOL has not issued a final decision within one  
23 year of the filing of the complaint, and Dr. Tamosaitis provided notice of  
24  
25

1 his intent to pursue the case in federal court and the delay is not due to the  
2 bad faith of Dr. Tamosaitis. Thus, under the ERA, the Federal District  
3 Court now has jurisdiction over this matter.  
4

5 1.5 Dr. Tamosaitis was, during all relevant times, an employee of  
6 URS E&C.

## 7 II. FACTS

8  
9 2.1 The Hanford Nuclear Site (“Hanford”), is located in  
10 Southeastern Washington State, and is a former nuclear weapons  
11 production facility. Since 1990, the DOE has been dedicated to a clean-  
12 up mission to deal with the cold-war legacy of high-level pollution on  
13 site. Hanford sits adjacent to the Columbia River and is home to 53  
14 million gallons of hazardous high-level nuclear waste.  
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16  
17 2.2 For more than forty years, reactors located at Hanford  
18 produced plutonium for America’s defense program. The process of  
19 making plutonium is extremely “inefficient” in that a massive amount of  
20 liquid and solid waste is generated while only a small amount of  
21 plutonium is produced. The DOE’s mission is to ensure that all of the  
22 facilities and structures that were associated with Hanford’s defense  
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1 mission are deactivated, decommissioned, decontaminated, and  
2 demolished.

3           2.3    High-level nuclear waste, which is composed of chemical  
4 and radioactive waste (“high-level nuclear tank waste”), is currently  
5 stored in 177 large underground tanks, all of which have exceeded their  
6 projected stable lifetime by at least twenty years and a third of which are  
7 confirmed to have leaked into the ground beneath the tanks. DOE  
8 estimates that approximately 1 million gallons of high-level nuclear tank  
9 waste have leaked into the ground at Hanford. The groundwater under  
10 more than 85 square miles of the Hanford site is contaminated above  
11 current standards.  
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15           2.4    The Department of Energy (“DOE”) leads the effort to clean  
16 up the pollution at Hanford. The clean-up plan includes construction and  
17 management of a Waste Treatment Plant (“WTP”) responsible for  
18 “separating and vitrifying (immobilizing in glass) . . . nuclear tank waste.”  
19 Vitrification involves mixing nuclear waste with glass-forming materials  
20 at extremely high temperatures, then pouring the mixture into stainless  
21 steel containers to cool and solidify it. Once immobilized in glass, the  
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1 nuclear waste generally is considered stable and safe for storage. Over  
2 hundreds of years, the waste will lose its radioactivity.

3         2.5     The building of the WTP is in process. When completed, the  
4 WTP will be the largest such facility in the world. The WTP is to have a  
5 “design life of forty years,” meaning that some of its parts are to operate  
6 without maintenance for four decades. The sound design of the WTP is  
7 important to protect against occurrence of a “criticality accident” — a  
8 nuclear chain reaction inside plutonium or enriched uranium. Such  
9 reactions release radiation, which, particularly in combination with  
10 hydrogen gas, could be catastrophic.

11         2.6     To assist in its clean-up effort at Hanford, DOE contracts  
12 with Bechtel National, Inc. (“Bechtel”). Bechtel subcontracts with URS  
13 Energy & Construction, Inc., (“URS E&C”) for work on the WTP. In the  
14 wake of a report detailing problems with the Hanford clean-up, Dr. Walter  
15 Tamosaitis, an employee of URS E&C, was appointed to lead a study  
16 reviewing technical challenges within the WTP project.

17         2.7     Dr. Tamosaitis has a Ph.D. in Systems Engineering and  
18 Engineering Management, over forty years industrial experience in  
19 chemical and nuclear plants, and is a registered professional engineer.  
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1           2.8 Dr. Tamosaitis lived in Augusta, Georgia and Lexington,  
2 South Carolina, and worked at Savannah River National Laboratory with  
3 URS for about 17 years before coming to the WTP.  
4

5           2.9 In 2003, while employed by Washington Group International,  
6 Dr. Tamosaitis was assigned, and agreed, to work at the WTP as Research  
7 and Technology Manager on a two-year temporary assignment. His  
8 family stayed in Lexington.  
9

10          2.10 In about 2005, URS, the parent company of URS E&C,  
11 acquired Washington Group International and Dr. Tamosaitis became an  
12 employee of URS E&C maintaining the same job functions as he had  
13 performed under Washington Group International.  
14

15          2.11 In the 2005 timeframe, Tamosaitis was put in charge of the  
16 EFRT, which was the review team that identified 28 issues at the WTP. It  
17 classified 17 of the 28 issues as “major” (“M”) issues and 11 as  
18 “potential” (“P”), but recommended that all had to be resolved. A  
19 September 30, 2009 date was forecasted for the closure of the “M3” tank  
20 mixing issue, but the deadline was not met. In any case, “closure” of an  
21 issue such as M3 does not necessarily mean the issue is completed or  
22 finished. Much work, and major technical issues, can remain. A new  
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1 deadline of June 30, 2010 was established and the deadline for closing M3  
2 was tied to a \$6 million fee agreement BNI was set to receive.

3           2.12 In 2006, Dr. Tamosaitis agreed to stay at the WTP and move  
4 his family to Richland after being promised by URS management that he  
5 could stay at the WTP until he “retired or died.”  
6

7           2.13 In the second half of 2006, Dr. Tamosaitis was assigned the  
8 additional duties of Assistant Chief Process Engineer at the WTP. In this  
9 capacity he executed the duties of the Chief Engineer as required and  
10 called upon.  
11

12           2.14 As the Research and Technology Manager and Assistant  
13 Chief Process Engineer, Dr. Tamosaitis was responsible for the Research  
14 and Technology Program supporting the \$12+ billion WTP Project, which  
15 included: project management of about \$500 million of chemical process  
16 and flowsheet development and design involving worldwide support;  
17 program management of first-of-a-kind development programs involving  
18 chemical engineering, chemistry, as well as flowsheet development;  
19 leading the \$100 million Pretreatment Pilot Plant Facility Program from  
20 conception to closure; maintaining working knowledge of DOE 413.3A  
21 Project Management and Technology Readiness Reviews; acting in the  
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1 capacity of, and representing, the Chief Engineer in on-site and off-site  
2 meetings and presentations; overall guidance of the process flowsheet;  
3 leading the External Flow Sheet Review Team of the WTP flowsheet;  
4  
5 interacting with all major review and customer groups including the  
6 DNFSB, State of Washington, DOE, and the Government Accountability  
7 Office; program coordination with major universities, national  
8  
9 laboratories, and consultants worldwide; research and development  
10 business development for URS E&C involving direct and joint teaming  
11 proposals to DOE and program coordination with DOE grant recipients;  
12  
13 and, development and mentoring of personnel in URS and Bechtel  
14 including summer students and interns.

15           2.15 Dr. Tamosaitis' job responsibilities for the WTP Project also  
16  
17 included identifying and solving technology problems and raising  
18 concerns to management about engineering and process issues that could  
19 potentially affect the safe, efficient, and effective operation of the WTP  
20  
21 including, but not limited to, waste mixing issues, vessel design, tank  
22 sampling, process limits, mixer operation, material pump out, heel  
23 removal, chemical reactions, viscosity control, pipeline transfer, glass  
24  
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1 formulations, melter operation, melter sampler systems, as well as the  
2 continuity of knowledge for future operations.

3           2.16 In April 2010, DOE indicated that failure to close M3 by June  
4 30, 2010, would result in a reduction of the \$6 million fee to be split  
5 between URS and BNI by up to 80%. When a non-Newtonian issue came  
6 up in April, it appeared that M3 would not close in June, thus the fee was  
7 in jeopardy, until Russo suggested they could close if “they are willing to  
8 take some risk,” because “fee was in play in a big way.” Salaries and  
9 bonuses were tied to M3 closure, and at one point, URS E&C VP Bill  
10 Gay commented, “If M3 doesn’t close, I’ll be selling Amway in Tijuana.”  
11 Failure to close M3 on June 30 also had implications for the Tri-Party  
12 Agreement.

13           2.17 By June 2010, Dr. Tamosaitis and his R&T staff were slated  
14 to move to WTP operations. As of June 29, 2010, Bechtel estimated that  
15 approximately \$14.6 million was available for Dr. Tamosaitis’ Research  
16 and Technology group over the next eight years, and about \$4.8 million  
17 was available to support his Research and Technology group in 2011.

18           2.18 On June 29, 2010, Bechtel and URS management approved  
19 an announcement, which announced in part, that Dr. Tamosaitis was  
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1 being reassigned to head a new Operations and Technical Group within  
2 the WTP. This was the URS and Bechtel management plan for Dr.  
3 Tamosaitis' new position.  
4

5 2.19 On June 30 2010, Dennis Hayes agreed to meet with Dr.  
6 Tamosaitis that Friday morning to discuss the final details of Dr.  
7 Tamosaitis' and his Research and Technology group's move to WTP  
8 operations.  
9

10 2.20 On June 30, 2010, Richard Edwards issued an email stating  
11 that it was his last day at the WTP. On information and belief, Edwards  
12 transferred and did not report to work after that day at Hanford and was  
13 not involved in WTP activities after that.  
14

15 2.21 Dr. Tamosaitis was not scheduled to leave the WTP for  
16 another assignment in England, nor was a cause of his leaving complaints  
17 about Dr. Tamosaitis from PNNL.  
18

19 2.22 The M3 mixing issue proved to be a lingering and complex  
20 challenge. Dr. Tamosaitis wanted to extend the deadline for solving the  
21 issue to September 2010, while Bechtel wanted it resolved by June 2010.  
22 Failure to resolve the M3 mixing issue by June would have jeopardized  
23 Bechtel's six-million-dollar fee.  
24  
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1           2.23 Bechtel rejected Dr. Tamosaitis's advice and announced  
2 closure of the M3 mixing issue by June. On the evening of June 29, 2010,  
3 Gay announced that the closure of M3 was imminent.  
4

5           2.24 Dr. Tamosaitis objected: He brought a fifty-point list of  
6 environmental and safety concerns to a meeting hosted by Bechtel;  
7 forwarded the same list to Bill Gay, a URS employee and WTP Assistant  
8 Project Manager; and reached out to several WTP consultants by email,  
9 hoping that they would oppose closure and publicize his concerns.  
10

11           2.25 Two days later, Dr. Tamosaitis was fired from the WTP  
12 project. URS Operations Manager Dennis Hayes personally terminated  
13 Dr. Tamosaitis. Hayes directed Dr. Tamosaitis to return his badge, cell  
14 phone, and Blackberry, and leave the site immediately. Dr. Tamosaitis  
15 was reassigned, in a non-supervisory role, to a basement office in a URS  
16 facility off the Hanford site. He was later offered other positions with  
17 URS, but they required relocation.  
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21           2.26 Following his removal from the WTP on July 2, 2010, Dr.  
22 Tamosaitis, in August, was reassigned to a URS facility off Hanford, in  
23 downtown Richland, in a non-supervisory role. Dr. Tamosaitis was given  
24 an office in the basement for approximately sixteen months, which he  
25

1 shared with the main copying machines. During this period, he was given  
2 no meaningful work, was not invited to any safety or informational  
3 meetings, and in fact did not know his title, or who his boss was. Yet,  
4 even though Dr. Tamosaitis was removed from the WTP and no longer  
5 billing to a direct code, i.e. he was billing to an overhead code for at least  
6 half of the 2010 year, he still received a typical bonus for the year.  
7

8  
9 2.27 After Dr. Tamosaitis testified before a U.S. Senate  
10 Subcommittee on Contracting Oversight on the issue of whistleblower  
11 protections for government contractors on December 6, 2011, Dr.  
12 Tamosaitis' office was moved from the basement to the first floor of the  
13 URS downtown Richland office.  
14

15 2.28 Dr. Tamosaitis repeatedly sought to obtain meaningful work  
16 from URS management, but URS management refused to provide Dr.  
17 Tamosaitis with meaningful work.  
18

19 2.29 On July 19, 2010, Duane Schmoker, Dr. Tamosaitis' new  
20 supervisor, advised him that, "if you pursue [a retaliation claim], your  
21 longevity is in danger."  
22

23 2.30 Dr. Tamosaitis received incentive pay every year with URS,  
24 and the predecessor companies, for the past 33 years, until 2013.  
25

1 Dr. Tamosaitis' incentive pay was not contingent on billing a certain  
2 client code or project code. Many URS senior managers, including Bob  
3 McQuinn, Dave Hollan, Rick Boyleston, Marty Riebold, Duane  
4 Schmoker, and Eric Gerber, do not bill time to a specific client; they bill  
5 to a URS "overhead" account and still receive incentive pay. Stated  
6 another way, anyone at URS who receives incentive pay and is not  
7 assigned directly to a project, bills to an overhead code, but they still  
8 receive incentive pay.

11 2.31 URS senior manager, and Dr. Tamosaitis' former supervisor,  
12 Bob McQuinn told Dr. Tamosaitis that he would not receive incentive pay  
13 for work done in 2012 because he was not assigned to a specific project  
14 and his work is billed to a URS "overhead" account.

17 2.32 On January 9, 2013, McQuinn wrote Dr. Tamosaitis an email  
18 stating: "The opportunity to re-enter an incentive program lies exclusively  
19 with winning a position on one of the Project Senior Teams" despite Dr.  
20 Tamosaitis' repeated attempts to "win" a position on a team, which would  
21 enable him to bill a specific client rather than having URS pay Dr.  
22 Tamosaitis out of "overhead. Dr. Tamosaitis made many attempts to  
23 return to positions at the WTP or tank farm for which he is well-qualified.  
24  
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1 The common denominator for these non-considerations by URS is the fact  
2 that the positions interface directly with the WTP and therefore BNI.

3 2.33 In April and May of 2012, Dr. Tamosaitis had to inquire as to  
4 why he did not receive his incentive pay. He was told via email by senior  
5 URS HR manager, Dave Hollan, that the failure to pay him was “an  
6 oversight.”  
7

8 2.34 In 2013, Dr. Tamosaitis was told by McQuinn that he would  
9 not receive incentive pay for work performed in 2012 because he was  
10 billing to an overhead code and not to a direct code.  
11

12 2.35 In 2011, Dr. Tamosaitis did not bill to a direct code and was  
13 billing on a URS “overhead” account, but he still received a bonus for that  
14 year. Nothing changed in the way Dr. Tamosaitis billed his work from  
15 mid-2010 through May 2013. Nothing changed in how he billed his work  
16 in 2011 and 2012.  
17

18 2.36 His case has repeatedly appeared in the press and Dr.  
19 Tamosaitis testified before Congress on December 6, 2011, and again on  
20 March 11, 2014.  
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1           2.37 The technical and safety concerns Dr. Tamosaitis raised have  
2 been vetted by experts in the field and resulted in a DOE-mandated work  
3 stoppage of BNI's design-build approach at the WTP.  
4

5           2.38 In November 2013, this issue was a cover story for  
6 Newsweek magazine where Dr. Tamosaitis and Russo were interviewed.  
7

8           2.39 On October 2, 2013, URS E&C terminated Dr. Tamosaitis in  
9 retaliation for having raised performance and safety issues in 2010 and  
10 having subsequently filed a complaint with the Department of Labor, then  
11 in federal court in the Eastern District of Washington under the ERA's  
12 "kick out" provision, and for having testified truthfully before Congress.  
13

14           2.40 After he received word of his termination, Dr. Tamosaitis  
15 was immediately escorted off the URS facilities in Richland.  
16

17           2.41 Following his termination, URS offered \$100,000 in  
18 severance pay, based on 44 years of service with URS, contingent upon  
19 Dr. Tamosaitis waiving all rights to any legal action against URS. The  
20 offer was declined.  
21

22           2.42 URS E&C is liable for the acts of its officers, manager, and  
23 agents through respondeat superior.  
24  
25

1 **III. CAUSE OF ACTION**

2 3.1 Plaintiff realleges the facts set forth in paragraphs 2.1-2.42  
3 above and incorporates the same by reference.

4 3.2 Plaintiff states a claim of violation of the whistleblower  
5 provisions of the ERA, section 211 of the Energy Act of 1974, as  
6 amended, 42 U.S.C. 5851.  
7

8 **IV. PRAYER FOR RELIEF**

9 WHEREFORE, plaintiff prays for relief as follows:

10 4.1 Economic damages to be paid by URS E&C for back pay,  
11 front pay, and lost benefits and retirement, in an amount to be proven at  
12 trial;  
13

14 4.2 Compensatory damages to be paid by URS E&C for  
15 emotional harm including loss of enjoyment of life, pain and suffering,  
16 mental anguish, emotional distress, injury to reputation, fear, humiliation,  
17 and other such damages;

18 4.3 Prejudgment interest to be paid by URS E&C in an amount  
19 to be proven at trial;

20 4.4 Reasonable attorney's fees and costs to be paid by URS  
21 E&C;

22 4.5 Injunctive relief;

23 4.6 Compensation for the tax penalty associated with any  
24 recovery to be paid by URS E&C;

25 4.7 Reinstatement to a leadership position at the WTP; and





1 **CERTIFICATE OF SERVICE**

2 I certify that on July 8, 2015, I electronically filed the above and  
3 foregoing First Amended Complaint for Damages and Jury Demand with  
4 the Clerk of the Court using the CM/ECF System, which will send  
5 electronic notification of the filing to the following:  
6

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8 Construction, Inc.**

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