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INSPECTOR GENERAL

U.S. Department of Defense

APRIL 23, 2025

WHISTLEBLOWER REPRISAL INVESTIGATION

[redacted]

HONEYWELL INTERNATIONAL INC. MINNEAPOLIS, MINNESOTA

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WHISTLEBLOWER REPRISAL INVESTIGATION: [redacted]

HONEYWELL INTERNATIONAL INC. MINNEAPOLIS, MINNESOTA

Executive Summary[1]

We conducted this investigation in response to a reprisal complaint alleging that Honeywell International Inc. (Honeywell), Minneapolis, Minnesota, directed its subcontractor, [redacted], to remove the Complainant from the Honeywell defense contract in reprisal for making protected disclosures to Honeywell officials concerning political and racist comments, neglected security duties, falsified time, and illegal drug activity. The Complainant was employed as a security guard by [redacted] at the Honeywell site in Minneapolis, Minnesota.

The Complainant made two protected disclosures—one on July 14, 2020, to a group of several Honeywell and [redacted] officials, and one on November 1, 2021, to a Honeywell Human Resources (HR) site leader. After making these protected disclosures, the Complainant experienced a qualifying action taken by Honeywell, which directed [redacted] to remove the Complainant from the Honeywell contract. Furthermore, Honeywell knew of the Complainant's protected disclosures before having the Complainant removed from the Honeywell contract.

Therefore, we conclude in the first stage of our analysis that the Complainant established a *prima facie* allegation of reprisal against Honeywell because, based on the knowledge and timing test, the Complainant's protected disclosures were a contributing factor in Honeywell's decision to have the Complainant removed from the Honeywell contract.[2]

As this evidence was sufficient to establish by a preponderance of the evidence that the Complainant's protected disclosures were a contributing factor in the qualifying action taken by Honeywell, we proceeded to the second stage of our analysis, which requires us to determine, by clear and convincing evidence, whether the qualifying action would have been taken absent any protected disclosure. We found that Honeywell's request for the Complainant's removal from the Honeywell contract was not supported by clear and convincing evidence. We also found that Honeywell had a motive to reprise. Lastly, Honeywell provided no information that it had treated the Complainant similarly compared

[1] This report contains information that has been redacted because it was identified by the DoD Office of Inspector General and the DoD as Controlled Unclassified Information (CUI) that is not releasable outside the Executive Branch. CUI is Government-created or -owned unclassified information that allows for, or requires, safeguarding and dissemination controls in accordance with laws, regulations, or Government-wide policies.

[2] Black's Law Dictionary defines a *prima facie* case as one that is "established by sufficient evidence and can be overthrown only by rebutting evidence adduced on [offered by] the other side."

with others who were similarly situated but did not make protected disclosures. Therefore, we substantiated the allegation that Honeywell directed [redacted] to remove the Complainant from the Honeywell contract in reprisal for his protected disclosures.

[redacted]

We recommend that the Secretary of the Air Force consider appropriate corrective action based on the findings of this report consistent with section 4701(c)(1), title10, United States Code, "Contractor Employees: Protection from Reprisal for Disclosure of Certain Information," paragraph (c)(1) (10 U.S.C. § 4701[c][1]).

Background

Honeywell International Inc.

Honeywell is an international company headquartered in Charlotte, North Carolina. In 2021, Honeywell employed approximately 99,000 employees across 82 countries. Honeywell managed its business operations through four segments: Aerospace, Honeywell Building Technologies, Performance Materials and Technologies, and Safety and Productivity Solutions. Honeywell reported over $34 billion in sales in 2021 with over $3 billion to the DoD. The DoD sales were mainly in its Aerospace segment.

Honeywell has numerous DoD contracts, including contracts with the Department of the Air Force at Honeywell's Aerospace site in Minneapolis, Minnesota. One such contract was contract FA8517-16-D-0007 for the F-15 Eagle aircraft test equipment manufacturing.

Security Guard Services

Honeywell subcontracted security guard services with [redacted] for various sites, including its Aerospace site in Minneapolis. [redacted] employed the Complainant as a security guard supporting Honeywell at this Minneapolis site. The Complainant did not charge his hours directly to a DoD contract as costs for security services were included in the overhead rates contained in the contracts Honeywell had with the DoD.

The Complainant's Allegations

The Complainant alleged that Honeywell requested that [redacted] remove the Complainant from the Honeywell contract.

The Complainant alleged that this qualifying personnel action was taken in reprisal for his making two protected disclosures, comprising:

- one email to a Honeywell HR manager, a Honeywell HR site leader, an [redacted] account manager, and an [redacted] HR manager indicating in substance that a Honeywell employee had made inappropriate political and racist comments to the Complainant; and
- one email to a Honeywell HR site leader indicating in substance that Honeywell and [redacted] employees falsified time, neglected their duties, and conducted illegal drug activity at the Honeywell site.

Scope

This investigation covered the period from July 14, 2020, the date of the Complainant's first protected disclosure to a Honeywell official, through November 26, 2021, the date the Complainant was transferred to another work site. We interviewed the Complainant, relevant management officials, and relevant witnesses under sworn oath or affirmation. We reviewed documentary evidence including emails, the employee handbook, the Master Service Agreement, and other qualifying records.

Whistleblower Protection for Contractor Employees

The DoD Office of Inspector General conducts whistleblower reprisal investigations involving employees of DoD contractors, subcontractors, grantees, subgrantees, and personal services contractors under 10 U.S.C. § 2409, "Contractor Employees: Protection from Reprisal for Disclosure of Certain Information," as implemented by Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 203.9, "Whistleblower Protections for Contractor Employees."[3]

[3] Congress renumbered 10 U.S.C. § 2409 to 10 U.S.C. § 4701, effective January 1, 2022, pursuant to sections 1801(d)(1) and 1863(b) of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021, Public Law 116-283. Because the qualifying actions took place before the effective date of the renumbering, references to the governing statute in this report reflect the statute in effect at the time, 10 U.S.C. § 2409.

Legal Framework

Two-Stage Process

The DoD Office of Inspector General employs a two-stage process in conducting whistleblower reprisal investigations under 10 U.S.C. § 2409, as implemented by DFARS Subpart 203.9. The first stage focuses on the alleged protected disclosures, the qualifying actions, and the subject's knowledge of the protected disclosures, and the timing of the qualifying actions. The second stage focuses on whether the subject would have discharged, demoted, or otherwise discriminated against the employee absent the protected disclosures.

Sufficient evidence, based on proof by a preponderance of the evidence, must be available to make three findings.[4]

1. The Complainant made a protected disclosure.
2. The Complainant experienced a qualifying action.
3. The protected disclosure was a contributing factor in the qualifying action.[5]

If a preponderance of the evidence supports these three findings, the analysis will proceed to the second stage. In the second stage, we weigh together three factors.

1. The strength of the evidence in support of the qualifying action
2. The existence and strength of any motive to retaliate on the part of the subjects who were involved in the decision
3. Any evidence that the subject took similar actions against similarly situated employees who did not make protected disclosures

Once a contributing factor is established, the qualifying actions taken by the subject against the Complainant are considered reprisal unless clear and convincing evidence demonstrates that the subject would have taken those actions absent the protected disclosure.[6]

[4] A preponderance of the evidence is that degree of relevant evidence that a reasonable person, considering the record as a whole, would accept as sufficient to find that a contested fact is more likely to be true than untrue. See title 5 Code of Federal Regulations section 1201.4(q).

[5] A contributing factor need not be the sole, or even primary, factor. Rather, a contributing factor means "any factor which, alone or in connection with other factors, tends to affect in any way the outcome of the decision." *Marano v. Dept. of Justice*, 2 F.3d 1137, 1140 (Fed. Cir. 1993). In the absence of testimonial or documentary evidence of intent, one way to establish whether the disclosure was a contributing factor is through the use of the knowledge/timing test, meaning that the deciding official knew of the disclosure, and the adverse action was initiated within a reasonable time of the disclosure.

[6] "Clear and convincing evidence is that measure or degree of proof that produces in the mind of the trier of fact a firm belief as to the allegations sought to be established. It is a higher standard than 'preponderance of the evidence,'" but a lower standard than beyond a reasonable doubt. See title 5 Code of Federal Regulations section 1209.4(e).

Protected Disclosure

A protected disclosure under 10 U.S.C. § 2409, as implemented by DFARS Subpart 203.9, is information that an employee of a DoD contractor, subcontractor, grantee, subgrantee, or personal services contractor reasonably believes evidences:

- gross mismanagement of a DoD contract or grant;
- a gross waste of DoD funds;
- an abuse of authority relating to a DoD contract or grant;
- a violation of law, rule, or regulation related to a DoD contract (including the competition for or negotiation of a contract) or grant; or
- a substantial and specific danger to public health or safety.

Such disclosures are protected under 10 U.S.C. § 2409 when the Complainant makes the disclosures to qualified recipients, consisting of:

- a Member of Congress or a representative of a committee of Congress;
- an Inspector General;
- the Government Accountability Office;
- an employee of the DoD responsible for contract oversight or management;
- an authorized official of the Department of Justice or other law enforcement agency;
- a court or grand jury; and
- a management official or other employee of the contractor, subcontractor, grantee, subgrantee, or personal services contractor who has the responsibility to investigate, discover, or address misconduct.

Protected disclosures also include initiating or providing evidence of contractor, subcontractor, grantee, subgrantee, or personal services contractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a DoD contract or grant.

Qualifying Action

The 10 U.S.C. § 2409 statute, as implemented by DFARS Subpart 203.9, prohibits discharge, demotion, or other discriminatory action with respect to any employee of a DoD contractor, subcontractor, grantee, subgrantee, or personal services contractor as a reprisal for making a protected disclosure.[7] Under the Statute, an act of reprisal is prohibited even if it is undertaken at the request of a DoD official, unless the request takes the form of a nondiscretionary directive and is within the authority of the DoD official making the request.

[7] The anti-retaliation provision prohibits any other action with respect to the employee that might well have dissuaded a reasonable employee from making a protected disclosure. *Burlington Northern & Santa Fe Railway Co. v. White,* 548 U.S. 53 (2006).

Findings of Fact

Report of Political and Racist Comments

On July 14, 2020, the Complainant emailed [redacted] ([redacted] Account Manager); [redacted] (Honeywell Site HR Leader); [redacted] ([redacted] HR Manager); [redacted] (Honeywell HR Manager); and [redacted] (Honeywell HR Generalist). He reported that a Honeywell employee made inappropriate political and racist comments on June 27, 2020, when he told the Complainant:

- "Come on man, we don't do that mask shit," when referring to the Complainant wearing a mask as an anti-COVID-19 measure;
- he should listen to Hedge and Hedge about politics;[8]
- Africans gave slaves freely to America and other countries;
- America was one of the first to free slaves;
- a Black church prayed with [redacted];
- George Floyd was a bad person and held a gun to a pregnant woman's stomach;
- Reverend Al Sharpton preached hate;
- Democrats and George Soros created Black Lives Matter;
- the Democratic party was racist in the past;
- Democrats and the media were spreading fear; and
- two doctors said masks can destroy people's immune systems.

The Complainant further reported that these comments made him feel demoralized, hurt, angry, betrayed, insulted, defeated, confused, and trapped. The Complainant also stated that he was similarly attacked before while on the job but hoped it would not happen again so soon.

On July 14, 2020, the Honeywell HR Manager emailed the Complainant, the [redacted] Account Manager, the Honeywell HR Leader, the [redacted] HR Manager, and the Honeywell HR Generalist.[9] In the email, the Honeywell HR Manager thanked the Complainant for reporting the incident, and said that the conversation sounded "extremely" uncomfortable and that he wanted to schedule a time to take the Complainant's official statement about the incident.

The Honeywell HR Generalist conducted an investigation from approximately mid-July 2020 through mid-September 2020 and recommended discharging the Honeywell employee. On October 16, 2020, the Honeywell HR Generalist notified the [redacted] HR Manager that Honeywell

[8] Although the Complainant wrote "Hedge and Hedge," we believe he was referring to the Hodge twins, Keith and Kevin Hodge, who are also known as the Conservative Twins. They are an American stand-up comedy and conservative political commentary duo.

[9] The Honeywell HR Leader was on maternity leave from June 25 to September 7, 2020.

closed the investigation. Honeywell did not share the results of the investigation but requested that [redacted] notify the Complainant of the closure and thank him for raising the concerns. Honeywell discharged its employee on October 16, 2020.

The Honeywell HR Leader said that Honeywell's discharged employee filed a union grievance about his discharge. As part of a proposed settlement for the grievance, the union requested that Honeywell remove the Complainant from the Honeywell site. Honeywell did not agree and only considered removing the Complainant if he no longer felt comfortable working at the Honeywell site. Specifically, the Honeywell HR Leader stated:

> The only way it was entertained was, considering, you know, was [the Complainant] comfortable at the—wanted to make sure he felt okay and safe in his position, knowing that there was this stance that some of the, the union leaders had on him being a part of conversations and, and resulting in employees getting in trouble, ultimately, but was not something that we did—took action on or settled on.

The Honeywell HR Leader told us that an [redacted] security guard may report alleged wrongdoing by a Honeywell employee to a Honeywell official. She also said that Honeywell displayed posters that advised employees and contractors that they could report any unethical behavior or concerns to Honeywell's Access Integrity Helpline, herself, or a Honeywell HR employee. The posters were located throughout the facility, including at the east entrance by the guards' post.

The [redacted] HR Manager said that [redacted] liked [redacted] employees to report wrongdoing to [redacted] but she knew of nothing in writing that said [redacted] employees could not report wrongdoing to a Honeywell official.

[redacted] (Honeywell Director of Global Security) said that [redacted] employees were to report wrongdoing to their immediate [redacted] supervisor and that he believed the policy was in the [redacted] Handbook. However, he did not know if it was a violation for the Complainant to report an issue with a Honeywell employee to a Honeywell official.

The [redacted] Handbook directs [redacted] employees to report wrongdoing to their supervisor, [redacted] management, [redacted] HR, the [redacted] Hotline, or the [redacted] Ethics Officer. The Handbook does not specifically address how to report Honeywell employees.

Report of Falsified Time, Neglected Duties, and Illegal Drug Activity

On November 1, 2021, the Complainant emailed the Honeywell HR Leader and reported, among other things, that:

- [redacted], [redacted] Security Guard, and [redacted], [redacted] Security Guard, committed timecard theft when they marked security guards as on time when the guards were late for duty;

- security guards neglected to do light and door alarm checks;
- security guards used the patrol vehicle for sleeping and running personal errands;
- security guards played ping pong during duty hours;
- [redacted]'s son provided drugs that [redacted], [redacted] security guard, sold at the Honeywell site;
- [redacted] bought drugs from [redacted];
- [redacted] acted as [redacted] "eyes and ears" at the Honeywell site; and
- [redacted] (Honeywell) approached a Honeywell employee about buying drugs.

The Honeywell HR Leader told us that she passed this information on to the Access Integrity Helpline to initiate a Honeywell investigation. She said that Honeywell conducted an investigation but could not recall who conducted it or what the findings were. The Honeywell HR Leader also said that [redacted] ([redacted] Account Manager) conducted an investigation concerning the [redacted] employees but did not share the findings with her.

Requests to Remove the Complainant

The [redacted] HR Manager told us that the [redacted] Account Manager told her that the client (the Honeywell Director of Global Security) wanted the Complainant removed from the Honeywell contract. The [redacted] HR Manager objected to the Complainant's removal and asked the [redacted] Account Manager, "... why does the client want us to remove the employee just because he brought up concerns, you know?" The [redacted] HR Manager also told the [redacted] Account Manager that [redacted] would have preferred that the Complainant bring the concerns to [redacted] but that at least it came to [redacted]' attention. The [redacted] HR manager told the [redacted] Account Manager that she would not remove the Complainant and that she needed the request in writing.

According to the [redacted] Account Manager, if a Honeywell employee committed the wrongdoing, the [redacted] employee should report it through their [redacted] supervisor, program manager, or HR, and [redacted] management would address it with Honeywell HR. He told us that the Honeywell Director of Global Security requested that [redacted] remove the Complainant [redacted] from the Honeywell contract. The [redacted] Account Manager also said that the [redacted] HR Manager wanted additional confirmation from the Honeywell Director of Global Security, other than an oral request, to remove the Complainant from the Honeywell contract.

The Honeywell Director of Global Security told us that the [redacted] Account Manager informed him orally that a security officer reported [redacted] issues to a Honeywell official. The Honeywell Director of Global Security said that the request to remove the Complainant from the Honeywell contract came from the [redacted] Account Manager, who later asked the Honeywell Director of Global Security to put the request in writing that Honeywell wanted the

Complainant removed. The Honeywell Director of Global Security then put the request in an email to the [redacted] Account Manager. Specifically, on November 11, 2021, the Honeywell Director of Global Security emailed the [redacted] Account Manager and wrote the following.

> Regarding the incident with the officer who has emailed Honeywell twice regarding internal [redacted] issues, I would have thought this [redacted] employee would have been removed the first time. As this is the 2nd occurrence, please remove this officer from the Honeywell contract immediately. I wouldn't think I would need to send a note on this as this is the 2nd occurrence and based on our discussion of [redacted] policy, it's a 2nd violation.
>
> Additionally, please communicate to all [redacted] staff the [redacted] escalation process which does not include any Honeywell persons at a site for [redacted] personnel issues.
>
> Please let me know of any Honeywell actions from your internal investigation.

That same day, the [redacted] Account Manager emailed the [redacted] HR Manager and [redacted] ([redacted] Program Manager) and notified them of the removal request.

We asked the Honeywell Director of Global Security whether the [redacted] Account Manager could have removed the Complainant himself without asking the Honeywell Director of Global Security to request the Complainant's removal. The Honeywell Director of Global Security said that he thought the [redacted] Account Manager could, but that was a question we should ask him. The Honeywell Director of Global Security further stated that it was common for Honeywell to request removal of people based on a supplier's request.

We sent a written request early in the investigation to Honeywell asking for information about the officials responsible for the Complainant's removal from the Honeywell contract. Honeywell said, "No one at Honeywell provided such direction to our knowledge." In addition, in response to our request for the reason that the Honeywell Director of Global Security requested that [redacted] remove the Complainant from the Honeywell contract, Honeywell responded, "[The Honeywell Director of Global Security] denies making such a request … ." However, this was contrary to email evidence we had previously obtained and documented in this report.

Based on the testimony of the [redacted] HR Manager and the [redacted] Account Manager, along with the fact that earlier, Honeywell misrepresented that the Honeywell Director of Global Security never requested the Complainant's removal, we found it more credible that it was the Honeywell Director of Global Security who initiated the removal request and not the [redacted] Account Manager.

The [redacted] HR Manager said that the July 14, 2020 and November 1, 2021 emails were the two emails that the Honeywell Director of Global Security referred to in his November 11, 2021 email to the [redacted] Account Manager.

The Honeywell HR Leader told us that the July 14, 2020 and November 1, 2021 emails were the only two incidents to which the Complainant was connected; thus, she thought these were the incidents to which the Honeywell Director of Global Security referred.

The Honeywell Director of Global Security could not identify the two emails and told us that he did not know the issues that were reported. He told us that the removal request was about the Complainant going to Honeywell officials for [redacted] issues. He also said that the Complainant was removed from the Honeywell contract for failure to follow [redacted] policy after the Complainant twice went to the Honeywell point of contact instead of using the internal [redacted] chain of command. The Honeywell Director of Global Security said that this was a security risk and that [redacted] employees should report wrongdoing to their [redacted] chain of command. The Honeywell Director of Global Security did not know if it was an [redacted] violation to report wrongdoing by a Honeywell employee to a Honeywell official. He also said that he did not know to whom at [redacted] an [redacted] employee should report wrongdoing by a Honeywell employee.

We reviewed the Master Service Agreement between Honeywell and [redacted]. Per the Agreement, if Honeywell deemed any supplier ([redacted]) personnel unacceptable for any reason, Honeywell would notify [redacted], and [redacted] would take immediate appropriate corrective action, including removal from the Honeywell account.

Removal Requests of Other [redacted] Employees

The Honeywell Director of Global Security told us that he requested other security guards' removal from the Honeywell contract but could not provide an estimate of how many and did not provide any names.

The [redacted] Account Manager said that Honeywell had requested the removal of [redacted] employees previously but could not provide employees' names or recall the reason for the removal request. He also said that the request would typically occur because of performance issues but that it was not a common occurrence.

The Honeywell HR Leader said that it was rare to get a complaint from an [redacted] employee about a Honeywell employee. She said that Honeywell has retained [redacted] employees under the Honeywell contract who complained to Honeywell about Honeywell employees, although she could not provide a specific number or an estimate of how many.

Complainant's Removal

On November 12, 2021, the [redacted] HR Manager notified the Complainant that Honeywell directed his removal from the Honeywell contract and spoke to him about transferring to another site. The [redacted] HR Manager offered the Complainant two sites, one of which paid more than the Honeywell site.

On November 15, 2021, the Complainant chose a Golden Valley, Minnesota, site, and on or about November 26, 2021, [redacted] transferred the Complainant to that site.

On February 25, 2022, the Complainant resigned from his position with [redacted], effective February 22, 2022.

Analysis

As described in more detail in the "Legal Framework" section of this report, the Complainant must first establish that he made a protected disclosure; that subsequent to the disclosure, he experienced a qualifying action; and that the disclosure was a contributing factor in the qualifying action taken against him. The strength of the evidence, motive, and disparate treatment are then weighed together to determine whether the subject has shown that he would have taken the same qualifying action absent the protected disclosure. If the evidence does not establish that the subject would have taken the qualifying action absent the protected disclosure, the complaint is substantiated. Conversely, if the evidence establishes that the subject would have taken the qualifying action absent the protected disclosure, the complaint is not substantiated. Below, we analyze each of the elements.

Protected Disclosures

We determined, by a preponderance of the evidence, that the Complainant made two disclosures protected under 10 U.S.C. § 2409.

Disclosure 1: Email to [redacted] and Honeywell HR Officials About Inappropriate Political and Racist Comments

On July 14, 2020, the Complainant emailed the [redacted] Account Manager, the Honeywell HR Leader, the [redacted] HR Manager, the Honeywell HR Manager, and the Honeywell HR Generalist and reported that a Honeywell employee made inappropriate racist comments on June 27, 2020 (detailed previously). The Complainant further reported that these comments made him feel demoralized, hurt, angry, betrayed, insulted, defeated, confused, and trapped. The Complainant also stated that he was similarly attacked before, while on the job, but hoped it would not happen again so soon.

Although the Complainant did not cite a particular law, rule, or regulation, biased comments concerning race or skin color could be considered racial discrimination and a violation of Title VII of the Civil Rights Act of 1964, as amended. Honeywell conducted an internal investigation and discharged the employee. Additionally, the [redacted] and Honeywell HR officials were managers of the subcontractor and contractor who had the responsibility to investigate, discover, and address misconduct; thus, they were authorized recipients of such a disclosure. The Complainant reported to authorized recipients information he reasonably believed to be a violation of a law that he had been subjected to while performing services related to a DoD contract. Therefore, the Complainant's July 14, 2020 disclosure was protected under 10 U.S.C. § 2409.

Disclosure 2: Email to the Honeywell HR Leader About Falsified Time, Neglected Duties, and Illegal Drug Activity

On November 1, 2021, the Complainant emailed the Honeywell HR Leader and reported, among other things, that:

- [redacted] ([redacted] Manager) and [redacted] ([redacted] Security Guard) committed timecard theft when they marked security guards as on time when the guards were late for duty;
- security guards neglected to do light and door alarm checks;
- security guards used the patrol vehicle for sleeping and running personal errands;
- security guards played ping pong during duty hours;
- [redacted]'s son provided drugs that [redacted] sold at the Honeywell site in Minneapolis;
- [redacted] bought drugs from [redacted];
- [redacted] acted as [redacted] "eyes and ears" at the Honeywell site; and
- [redacted] (Honeywell employee) approached a Honeywell employee about buying drugs.

Although the Complainant did not cite a particular law, rule, or regulation, illegal drug dealing is a violation of a law and charging for services not rendered for a DoD contract is a violation of the False Claims Act. Honeywell conducted an internal investigation. We requested a copy of the investigation, but Honeywell responded that the documents were privileged and did not provide it. We found the disclosure to be reasonable given that Honeywell provided no evidence to the contrary. Additionally, the Honeywell HR Leader was an employee of the prime contractor that had the responsibility to investigate, discover, and address misconduct; thus, she was an authorized recipient of such a disclosure. The Complainant reported to an authorized recipient information he reasonably believed to be violations of a law related to a DoD contract. Therefore, the Complainant's November 1, 2021 disclosure to the Honeywell HR Leader was protected under 10 U.S.C. § 2409.

Qualifying Actions

We determined, by a preponderance of the evidence, that the Complainant experienced two qualifying actions under 10 U.S.C. § 2409—one action taken by Honeywell and one action taken by [redacted].

Honeywell Qualifying Action

The Honeywell Director of Global Security requested that [redacted] remove the Complainant from the Honeywell contract. Requesting the removal of a subcontractor employee from the Honeywell contract might well dissuade a reasonable employee from making a protected disclosure. Therefore, requesting the Complainant's removal from the Honeywell contract was a qualifying action under 10 U.S.C. § 2409.

[redacted] *Qualifying Action*

The [redacted] HR Manager notified the Complainant that Honeywell directed his removal from the Honeywell contract. Subsequently, the [redacted] HR Manager removed the Complainant from the Honeywell contract and offered the Complainant multiple reassignment locations. The Complainant selected, and [redacted] transferred him to his preferred site, Golden Valley, Minnesota. A reassignment affects the nature and conditions of an employee's employment and might well dissuade a reasonable employee from making a protected disclosure. Therefore, the Complainant's removal by [redacted] from the Honeywell contract was a qualifying action under 10 U.S.C. § 2409.

Contributing Factor

We determined that the Complainant's protected disclosures were contributing factors in the qualifying action.

Whether protected disclosures were a "contributing factor" may be established when:

- the subject had knowledge, actual or inferred, of the Complainant's disclosures, and
- the qualifying actions took place within a period of time after the disclosures,

such that a reasonable person could conclude that the disclosures were a contributing factor in the decision to take the actions.

Knowledge

A preponderance of the evidence establishes that it is more likely than not that Honeywell and [redacted] management officials knew of the Complainant's protected disclosures before Honeywell requested his removal and [redacted] removed him from the Honeywell contract.

Disclosure 1: July 14, 2020 Email to [redacted] and Honeywell HR Officials About Inappropriate Political and Racist Comments

This disclosure was made directly to [redacted] and Honeywell officials. In addition, the Honeywell Director of Global Security more than likely cited the July 14, 2020 email in his November 11, 2021 email, as indicated by two witnesses. Therefore, Honeywell and [redacted] officials did know of the Complainant's July 14, 2020 disclosure before taking the respective qualifying actions.

Disclosure 2: November 1, 2021 Email to the Honeywell HR Leader About Falsified Time, Neglected Duties, and Illegal Drug Activities

This disclosure was made directly to a Honeywell official. Additionally, the [redacted] HR Manager said that the July 14, 2020 and November 1, 2021 emails (protected disclosures) were the two emails that the Honeywell Director of Global Security referred to in his November 11, 2021 email to the [redacted] Account Manager requesting the removal of the Complainant from the Honeywell contract. Therefore, Honeywell and [redacted] officials did know of the Complainant's November 1, 2021 disclosure to a Honeywell official before taking the respective qualifying actions.

Timing of Qualifying Actions

The Complainant made the last protected disclosure in November 2021, 10 days before Honeywell requested the Complainant's removal from the Honeywell contract and [redacted] reassigned him to an alternative work site.

Based on Honeywell's and [redacted]' knowledge and the close timing between the protected disclosures and the qualifying action, a preponderance of the evidence established that the protected disclosures could have been a contributing factor in the qualifying action.

Because the Complainant has successfully established the elements of a *prima facie* allegation by a preponderance of the evidence, the question then becomes whether clear and convincing evidence indicates that Honeywell and [redacted] would have taken the same actions even absent the protected disclosures. In so doing, we considered the following factors.

Honeywell – Strength of the Evidence

Stated Reasons for Honeywell to Request the Complainant's Removal from the Honeywell Contract

The Honeywell Director of Global Security stated in his November 11, 2021 email that he wanted the Complainant removed from the Honeywell contract because the Complainant twice brought [redacted] issues to Honeywell officials. However, the Complainant brought up issues that also involved two Honeywell employees. Honeywell's investigation into one of the issues resulted in the discharge of a Honeywell employee, and the other issue included drug activity by a Honeywell employee at the Honeywell site.

The Honeywell Director of Global Security also stated that the reason for his request to remove the Complainant from the Honeywell contract was not because of the specific issues that the Complainant reported; rather, it was because the Complainant did not follow [redacted]' chain of command in reporting the issues. However, according to a witness, posters posted at the site instructed contractors to report wrongdoing to Honeywell. Furthermore, the Honeywell HR Manager thanked the Complainant for bringing to Honeywell's attention the issues cited in the Complainant's July 14, 2020 email.

Honeywell provided no other reasons, performance or otherwise, for why the Complainant should have been removed from its contract.

Honeywell Motive to Retaliate

Evidence for motive generally exists when protected disclosures allege wrongdoing that, if proven, would adversely affect the subject. This could be true in this case because the Complainant's protected disclosures could have reflected poorly on Honeywell. One investigation stemming from the Complainant's disclosure resulted in the discharge of a Honeywell employee. Subsequently, the union sought the Complainant's removal as part of a proposed grievance settlement for the discharged union employee. Although Honeywell did not agree to the proposed settlement, the evidence indicated that the Complainant's disclosure and the resulting consequences may have caused ill will between Honeywell and the union, which could have further motivated Honeywell to remove the Complainant. In addition, the Complainant's other disclosure concerned illegal drug activity at the Honeywell site. If this disclosure was proven to be true or known by the Government, this would reflect poorly on Honeywell and could endanger its DoD contracts.

The email that the Honeywell Director of Global Security sent to the [redacted] Account Manager stated that Honeywell wanted the Complainant removed from the Honeywell contract because the Complainant twice brought issues to Honeywell. The Honeywell Director of Global Security also suggested that the Complainant should have been removed after the first instance, indicating that the Honeywell Director of Global Security was displeased with the Complainant bringing these two disclosures to Honeywell. Therefore, the evidence indicated that Honeywell exhibited displeasure with the Complainant making protected disclosures to Honeywell.

Honeywell – Disparate Treatment of the Complainant

Honeywell provided no evidence that it took similar actions against similarly situated employees who did not make protected disclosures. Testimony from the Honeywell Director of Global Security and the [redacted] Account Manager indicated that Honeywell requested that employees other than the Complainant be removed from a Honeywell contract; however, Honeywell provided no specific information on who, when, or why the removal request was initiated. Honeywell provided no other comparator data.

[redacted] told us that on March 26, 2022, [redacted] removed an [redacted] security guard from a Honeywell site at Honeywell's request, because the security guard caused a disruptive environment for loudly objecting about Honeywell's COVID procedures. [redacted] transferred the employee to a General Dynamics site.

We are unable to assess whether the lone example provided by [redacted] is sufficiently similar to compare against the Complainant. We have no information about whether the [redacted] employee had made protected disclosures or whether his loud objections were viewed as misconduct by Honeywell.

Absent Honeywell providing substantive evidence that it took similar personnel actions against similarly situated employees who had not made disclosures, we determined that this factor cannot weigh in its favor.

[redacted]

Totality of the Evidence

Honeywell

Weighed together, the evidence analyzed in the factors above does not clearly and convincingly establish that Honeywell would have taken the same qualifying actions absent the protected disclosures. The November 11, 2021 email from the Honeywell Director of Global Security to the [redacted] Account Manager clearly shows that Honeywell requested the Complainant's removal from the Honeywell contract because the Complainant had made two protected disclosures to Honeywell. The Honeywell Director of Global Security asserted that the issues the Complainant brought up involved [redacted] personnel, but the two disclosures also involved wrongdoing by Honeywell employees and could reflect negatively on Honeywell.

The Honeywell Director of Global Security also expressed his belief that the Complainant should have been removed after his first disclosure, demonstrating surprise that the Complainant was allowed to stay on after bringing issues directly to Honeywell. In addition, the investigation into the first disclosure resulted in the discharge of a Honeywell union employee, which appears to have caused difficulties with the union. Moreover, the Honeywell Director of Global Security's assertion that the Complainant violated [redacted] policy by reporting his concerns about Honeywell employees directly to Honeywell is incongruous with witness testimony that Honeywell had posters posted at the guard site that told [redacted] employees that they could report their concerns to Honeywell. Lastly, Honeywell provided no data that it had removed similarly situated personnel who had not made protected disclosures from its contract.

[redacted]

Preliminary Conclusions

Honeywell

In the absence of clear and convincing evidence to the contrary, a preponderance of the evidence establishes that Honeywell requested the Complainant's removal from the Honeywell contract in reprisal for his protected disclosures.

[redacted]

Honeywell's Response to Preliminary Conclusion

We provided a preliminary report of investigation to Honeywell on January 16, 2025, and afforded Honeywell the opportunity to respond to our preliminary conclusion. Honeywell responded in writing on February 27, 2025. In its response, Honeywell disagreed with our findings and asserted that the DoD OIG does not have jurisdiction over the Complainant's allegation; the Complainant did not make a protected disclosure related to a DoD contract; Honeywell officials did not know of the Complainant's protected disclosures; and Honeywell was not responsible for the Complainant's removal from the contract. After careful consideration of Honeywell's response, our conclusion remains unchanged. We address Honeywell's arguments below.

Protected Disclosures and Jurisdiction

Honeywell asserted that the Complainant's disclosures were general workplace issues unrelated to any specific DoD contract or to the purpose of a DoD contract; therefore, the Complainant's disclosures would not qualify as protected disclosures as contemplated under 10 U.S.C. § 2409, and the DoD OIG would lack any jurisdiction related to the Complainant's allegations.

As discussed in the report, Honeywell has numerous contracts, including contracts supporting the Department of the Air Force at Honeywell's Aerospace site in Minneapolis, Minnesota. Honeywell contracted [redacted] to provide security to Honeywell's Minneapolis site in support of Honeywell's efforts—a portion of which directly concerns providing adequate security related to its DoD contracts. The Complainant's disclosures included racial discrimination, allegations of time card fraud, potential security violations related to classified information, and illegal drug use at a site where DoD work was being performed. On August 24, 2023, a Honeywell official (Honeywell's Vice President, Deputy General Counsel, Chief Complainance Officer, and Corporate Secretary) told us that "security services were part of a rate charged indirectly" for Honeywell's contracts at the site.

Additionally, Honeywell, citing *Kappouta v. Valiant Integrated Services, LLC,* 60 F.4th 1213, 1217, 1219 (9th Cir. 2023), asserted that the Complainant's disclosures did not qualify as protected, because "a violation of law is *related to* the contract if it is related to the purpose of the contract or affects the services provided by the defense contractor to the DoD. And a disclosure is protected if a disinterested observer with knowledge of the operative facts would reasonably conclude that the disclosure evidences a violation of law related to a defense contract in this manner." In *Kappouta*, the alleged incident involved a personal dispute at a bar away from the worksite that bore no relation to her job duties, which is different from the present case. The alleged violations here occurred at the worksite and were discovered and reported during the Complainant's course of regular duties, which involved performing security at a site that he knew supported a DoD activity.

Therefore, we found a sufficient nexus between the Complainant's [redacted] employment providing security support for Honeywell's work on a DoD contract and the Complainant's reports of violation of law, rule, or regulation to investigate the Complainant's allegations that he was reprised against under 10 U.S.C. §2409.

Knowledge of Protected Disclosures

Honeywell also asserted that the Director of Global Security did not know of the Complainant's disclosures that "could have constituted protected activity." However, the evidence clearly showed that the Complainant made his protected disclosures to Honeywell and [redacted] officials, and that Honeywell acknowledged the disclosures and investigated the concerns where appropriate. Additionally, the Honeywell Director of Global Security directly referenced the Complainant's July 14, 2020 and November 1, 2021 emails containing those protected disclosures when he emailed the [redacted] Account Manager requesting that the Complainant be removed from the contract.

As discussed above in the Legal Framework section of the report, whether a protected disclosure was a contributing factor in the action taken requires a preponderance of evidence. In this case the preponderance of the evidence, based on testimonial and documentary evidence, clearly showed that the Honeywell Director of Global Security, and Honeywell at large, knew of the Complainant's disclosures.

Qualifying Action

Honeywell also asserted that it took no adverse "employment" action against the Complainant, and that it was [redacted] who requested that Honeywell remove the Complainant from the contract.

While true that Honeywell lacked the authority to take an adverse "employment" action against an [redacted] employee, Honeywell's direction to remove the Complainant from the site rendered the Complainant essentially without a job unless [redacted] could find another location to place him. Accordingly, Honeywell's direction to remove the Complainant from supporting its prime contracts constituted a qualifying action as defined under 10 U.S.C. § 2409.

Honeywell claimed that [redacted] requested that Honeywell remove the Complainant from supporting the Honeywell site and that the Honeywell Director of Global Security merely complied.

However, the evidence clearly showed that the Honeywell Director of Global Security requested that the [redacted] Account manager remove the Complainant from the Honeywell contract. The HR Manager objected to the Complainant's removal from the contract "just because he brought up concerns." She asked for additional confirmation from Honeywell, other than an oral request, to remove the Complainant from the Honeywell contract.

The Honeywell Director of Global Security then emailed [redacted] stating, "Regarding the incident with the officer who has emailed Honeywell twice regarding internal [redacted] issues, I would have thought this [redacted] employee would have been removed the first time. As this is the 2nd occurrence, please remove this officer from the Honeywell contract immediately. I wouldn't think I would need to send a note on this as this is the 2nd occurrence and based on our discussion of [redacted] policy, it's a 2nd violation. Additionally, please communicate to all [redacted] staff the [redacted] escalation process which does not include any Honeywell persons at a site for [redacted] personnel issues."

As such, the evidence did not support Honeywell's claim that [redacted] requested that Honeywell remove the Complainant from the contract. Rather, the evidence showed that [redacted] did not initiate, nor did we find any evidence that it was contemplating, removing the Complainant from supporting the Honeywell site until directed in writing by Honeywell.

Overall Conclusion

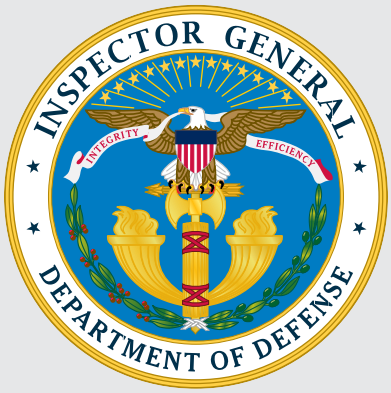
After providing Honeywell an opportunity to respond to our preliminary report of investigation and having carefully considered its response, our conclusion remains unchanged. In the absence of clear and convincing evidence to the contrary, a preponderance of the evidence established that Honeywell directed [redacted] to remove the Complainant from the contract in reprisal for the Complainant's protected disclosures.

Recommendation

We recommend that the Secretary of the Air Force consider appropriate corrective action based on the findings of this report consistent with 10 U.S.C. § 4701(c)(1).

Acronyms and Abbreviations

DFARS	Defense Federal Acquisition Regulation Supplement
Honeywell	Honeywell International Inc.
HR	Human Resources
[redacted]	
U.S.C.	United States Code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Legislative Affairs Division
703.604.8324

Public Affairs Division
public.affairs@dodig.mil; 703.604.8324

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DEPARTMENT OF DEFENSE | OFFICE OF INSPECTOR GENERAL

4800 Mark Center Drive
Alexandria, Virginia 22350-1500
www.dodig.mil
DoD Hotline 1.800.424.9098

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