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INSPECTOR GENERAL

U.S. Department of Defense

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WHISTLEBLOWER REPRISAL INVESTIGATION

[redacted]

GOLDBELT INTEGRATED LOGISTICS SERVICES, LLC CRANE, INDIANA

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WHISTLEBLOWER REPRISAL INVESTIGATION [redacted]

GOLDBELT INTEGRATED LOGISTICS SERVICES, LLC CRANE, INDIANA

Complaint Overview

We conducted this investigation in response to a reprisal complaint alleging that:

- [redacted] (Subject 1), [redacted], Naval Surface Warfare Center Crane Division (NSWC Crane), Crane, Indiana, directed Goldbelt Integrated Logistics Services (GBILS) to remove [redacted] (the Complainant) from its contract; and
- GBILS discharged the Complainant from employment,

in reprisal for making a protected disclosure concerning Subject 1's misconduct to the NSWC Crane, Command Review and Investigations (CR&I) office.

For the reasons cited in this report, we substantiated the Complainant's allegation of reprisal against Subject 1 and GBILS.

Scope

This investigation covered the period from March 9, 2023, the date another employee submitted a complaint for which the Complainant later testified as a witness, through July 27, 2023, the date GBILS discharged the Complainant from employment. We interviewed the Complainant, Subject 1, 4 GBILS management officials, and 10 witnesses under sworn oath or affirmation. We reviewed personnel records, written and electronic communications, time cards, contracts, and a report of the CR&I office investigative findings.

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 section 4701, title 10, United States Code (10 U.S.C. § 4701), "Contractor Employees: Protection from Reprisal for Disclosure of Certain Information," as implemented by Defense Federal Acquisition Regulation Supplement Subpart 203.9, "Whistleblower Protections for Contractor Employees." This statute protects employees of a contractor, subcontractor, grantee, subgrantee, or personal services contractor from being "discharged, demoted, or otherwise discriminated against" in reprisal for making a protected disclosure.

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. § 4701.[1] The first stage focuses on the alleged protected disclosures, the qualifying actions, 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.

In the first stage, sufficient evidence, based on proof by a preponderance of the evidence, must be available to make three findings.[2]

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.[3]

If a preponderance of the evidence does not support any one of these findings, we make a finding of no reprisal. However, if a preponderance of the evidence supports these three findings, the analysis will proceed to the second stage. In the second stage, we determine whether the subject would have taken the same action absent the protected disclosure(s) by weighing together three factors.

1. The strength of the evidence in support of the subject's stated reason for taking 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

[1] Under 10 U.S.C. § 4701(c)(6), the legal burdens specified in 5 U.S.C. § 1221, "Individual Right of Action in Certain Reprisal Cases," paragraph (e), are controlling for the purposes of any investigation conducted by an Inspector General in accordance with 10 U.S.C. § 4701. Our two-stage process reflects the shifting burdens and standards of proof under 5 U.S.C. § 1221(e), as implemented by title 5 Code of Federal Regulations (CFR) section 1209.7 (5 CFR sec. 1209.7), "Burden and Degree of Proof."

[2] 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 5 CFR sec. 1201.4, "General Definitions," paragraph (q).

[3] 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). One way to establish whether the disclosure was a contributing factor is through the use of the knowledge/timing test, which is satisfied when the evidence, including circumstantial evidence, indicates that the deciding official knew of the disclosure, and the adverse action was initiated within a period of time such that a reasonable person could conclude that the protected disclosure was a contributing factor in the action.

Once a *prima facie* allegation of reprisal is established under the first stage of our analysis, 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.[4]

Protected Disclosure

A protected disclosure under 10 U.S.C. § 4701 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. § 4701 when the Complainant makes the disclosures to any of the following qualified recipients.

- 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
- 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.

[4] 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."

"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 5 CFR § 1209.4(e).

Qualifying Action

The 10 U.S.C. § 4701 statute 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.[5] 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.

[5] The U.S. Supreme Court has found "discrimination" under the anti-retaliation provision of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e-3(a)) to include any other action with respect to the employee that might well have dissuaded a reasonable employee from making a protected disclosure. See *Burlington Northern & Santa Fe Railway Co. v. White,* 548 U.S. 53 (2006).

Background

At the time of the alleged event, the Complainant was employed as a metrology technician at the NSWC Crane on a contract between the NSWC Crane and [redacted] and later became a GBILS employee on its contract with the NSWC Crane.

On March 9, 2023, [redacted] (Witness 1), [redacted], filed a complaint with the Naval Sea Systems Command (NAVSEA) Inspector General (IG), alleging that Subject 1 recommended that his employer hire an employee who was Subject 1's "buddy."

On March 27, 2023, Witness 1 filed another complaint with the NAVSEA IG, alleging that Subject 1 "cussed [him] out" and told him to start looking for a new job because he was gone. Witness 1 listed the Complainant as one of the witnesses.

On the same day, Witness 1 filed a reprisal complaint with the DoD Hotline.[6]

On April 10, 2023, the Commanding Officer of the NSWC Crane appointed the CR&I office to investigate an allegation that Subject 1 committed ethical violations when he told a contractor whom to hire. The Commanding Officer wrote in the appointment letter that the report would be submitted to counsel for determinations of legal sufficiency and on the findings of a hostile work environment (should one be present). The CR&I office substantiated the allegation that Subject 1 created an improper employer-employee relationship between the Government and contractor personnel and referred the allegation that Subject 1 created a hostile work environment to its counsel's office for determination.

The CR&I office also found that it is more likely that Subject 1 requested, directed, or significantly influenced GBILS to terminate Witness 1's and the Complainant's employment and that the termination followed a meeting between Subject 1; [redacted] (Witness 2), [redacted]; and GBILS, without the contracting officer's representative (COR) or any other contracting personnel.

On May 4, 2023, the Complainant testified as a witness in the CR&I office investigation.

In July 2023, the Complainant started his employment with GBILS.[7]

On July 26, 2023, Subject 1 emailed [redacted] (Operations Director), [redacted]; and [redacted] (Witness 3), [redacted], requesting Witness 1's and the Complainant's removal from the contract. Subject 1 also courtesy copied Witness 2 and [redacted] (Witness 4), [redacted], [redacted], in his email.

[6] [redacted].

[7] GBILS—a subsidiary of Goldbelt—was a subcontractor on a task order between Peregrine Technical Solutions (Peregrine)—another subsidiary of Goldbelt—and the NSWC Crane. On May 1, 2023, Peregrine signed a task order with the NSWC Crane to provide services that spanned the entire spectrum of mission areas required to complete the tasks of the Cal Lab.

On July 27, 2023, GBILS discharged Witness 1 and the Complainant from employment.[8]

On November 3, 2023, the Complainant filed a DoD Hotline complaint alleging that Subject 1 "had Goldbelt terminate [him]" because he witnessed Subject 1's illegal actions and was interviewed by the CR&I office.

[8] GBILS identified [redacted] as the management officials responsible for the Complainant's discharge.

Facts and Analysis

Protected Disclosure

We determined, by a preponderance of the evidence, that the Complainant made one disclosure protected under 10 U.S.C. § 4701.

On May 4, 2023, the Complainant testified as a witness in the CR&I office investigation and reported the following information.

- About 3 weeks to a month before the interview, the Complainant heard Subject 1 saying to Witness 1, in a loud, aggressive voice, "You don't need to go into there. Your job is not in there. … You don't go behind my … [f]**king back. You better start looking for a f**king job. You're f**king out of here."
- The Complainant saw Subject 1 screaming at another Government employee, "We don't want you in this f**king lab. You get out."
- The Complainant recalled Subject 1 screaming at another employee and slamming the door. The Complainant said that the employee walked out and was crying. The Complainant added that he had heard some doors slamming before because his room was right next to Subject 1's.
- The [redacted] told the Complainant that he felt like he had to hire an employee because Subject 1 wanted the employee on the contract. The Complainant stated that the employee did not have a degree or experience in calibration and that he did not think the employee was qualified to perform the work the day they were hired.
- Subject 1 told Government and contractor employees that they should go to him to make reports and told them not to let anything outside of the lab.

Although the Complainant did not cite a particular law, rule, or regulation, the Complainant's disclosure constituted a report of information reasonably believed to evidence violations of the following laws, rules, or regulations.

- DoD Instruction 1020.04, "Harassment Prevention and Responses for DoD Civilian Employees," June 30, 2020, which prohibits behavior that is unwelcome or offensive to a reasonable person and that interferes with work performance or creates an intimidating, hostile, or offensive work environment
- Federal Acquisition Regulation 37.104, "Personal Services Contracts," which states that obtaining personal services by contract, rather than by direct hire, circumvents laws requiring the Government to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws

Additionally, the CR&I office, which supports the NAVSEA IG enterprise, was an authorized recipient under 10 U.S.C. § 4701. As the Complainant reported information reasonably believed to evidence violations of law, rule, or regulation, to which he had been subjected while providing services on a DoD contract, to an authorized recipient, the Complainant's disclosure to the CR&I office was protected under 10 U.S.C. § 4701.

Qualifying Actions

We determined by a preponderance of the evidence that the Complainant experienced two qualifying actions under 10 U.S.C. § 4701.

Qualifying Action 1: Request to Remove the Complainant from the Contract

On July 26, 2023, Subject 1 emailed the Operations Director and Witness 3 and courtesy copied Witness 2 and Witness 4, requesting Witness 1's and the Complainant's removal from the contract. As Subject 1's request led to the Complainant's discharge of employment and loss of income, we found that such a manifestly adverse effect might well dissuade a reasonable employee from making a protected disclosure. Therefore, Subject 1's request was a qualifying action under 10 U.S.C. § 4701.

Qualifying Action 2: Discharge from Employment

On July 27, 2023, GBILS discharged the Complainant from employment. GBILS identified [redacted], as the management officials responsible for the Complainant's discharge. Discharging the Complainant from employment is a specified action under 10 U.S.C. § 4701.

Request to Remove the Complainant from the Contract

Contributing Factor – Subject 1

We determined that the Complainant's protected disclosure was a contributing factor in the qualifying action—Subject 1's request to remove the Complainant from the contract.

Whether protected disclosures were a "contributing factor" may be established when evidence, including circumstantial evidence, shows that:

- the subject knew 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.

Subject 1's Knowledge

Subject 1 told us that he did not know about the investigation until the CR&I office contacted him and that he did not know who had participated in the investigation until the investigation was complete. However, Subject 1 demonstrated knowledge of the Complainant's potential participation in the CR&I office investigation and the contents of the Complainant's testimony before the investigation was complete. Specifically, during his interview with the CR&I office on May 22, 2023, in response to the allegation that he shouted at Witness 1 and said that Witness 1 needed to look for another job, Subject 1 stated, "I'll bet you that that came from [the Complainant] or [Witness 1]. I'm not surprised. They like to stir up trouble."

The evidence also demonstrated that Subject 1 perceived the Complainant as a whistleblower. For example, on May 26, 2023, [redacted] (Witness 5), [redacted], emailed a Government employee at the NSWC Crane and courtesy copied Subject 1, writing that it sounded like Witness 1 was the main problem and the main ringleader in "this whole fiasco" and that Witness 1 had initiated an investigation. Witness 5 added that she thought the Complainant was thrown in the loop with Witness 1 and was "a guilt by association thing." Subject 1 responded to Witness 5's email, "[The Complainant] is actively participating and assisting [Witness 1] in the Disruption." Subject 1 also told us, "[Witness 1 and the Complainant] have a long history of doing this, of—of stirring trouble and filing complaints, uh, a very, very long history."

Therefore, a preponderance of the evidence established that it is more likely that Subject 1 knew of the Complainant's participation in the CR&I office investigation and the contents of the Complainant's testimony before he requested the Complainant's removal from the contract on July 26, 2023.

Timing of Qualifying Action – Request to Remove the Complainant from the Contract

The Complainant made a protected disclosure on May 4, 2023, less than 4 months before Subject 1 requested the Complainant's removal from the contract.

Based on Subject 1's knowledge and the close timing between the protected disclosure and the qualifying action, a preponderance of the evidence established that the protected disclosure was 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 demonstrates that Subject 1 would have taken the same action absent the protected disclosure. In so doing, we considered the following factors: the strength of the evidence in support of the subject's stated reasons for the qualifying action; the existence of any motive to retaliate; and any disparate treatment of the Complainant compared to similarly situated nonwhistleblowers.

Strength of the Evidence of Stated Reasons for Qualifying Actions

Stated Reasons for Requesting GBILS to Remove the Complainant from the Contract

On July 26, 2023, Subject 1 emailed the Operations Director and Witness 3 and courtesy copied Witness 2 and Witness 4, requesting Witness 1's and the Complainant's removal from the contract. Subject 1 wrote that Witness 1 and the Complainant did not meet the expected level of professional conduct, the level of quality required to perform as an effective team member in the organization, or both.

When we asked him what prompted him to send the email on July 26, 2023, Subject 1 responded that he did not recall and told us that he would expect it was the Complainant's continued behavior and the concern of the remainder of the workforce looking to exit the facility because of the Complainant's behavior. Subject 1 named Witness 2 and Witness 4 on the list of employees who reported their desire to leave because of the Complainant.

Subject 1 said that the Complainant ran background checks and told other employees about his findings, thereby creating an environment in which employees were afraid to do their job. Subject 1 also said that they had lots of issues with the Complainant's quality of work. In support of his statement, Subject 1 provided emails and memorandums dated 2020, 2022, and 2023. In one of his emails from May 2023, Subject 1 wrote that Witness 1 and the Complainant continued to be disruptive and explained that a new employee had a smaller percentage of discrepancies than the Complainant and that Witness 1 had spent more time talking to the Complainant than performing calibrations that morning. In another email from May 2023, Subject 1 wrote that the Complainant was actively participating and assisting Witness 1 in the disruption.

Evidence Against the Stated Reasons for Requesting GBILS to Remove the Complainant from the Contract

Subject 1's Stated Reasons

The evidence supported *part* of Subject 1's stated reasons for requesting GBILS to remove the Complainant from the contract. Witness 4 told us that he agreed with Subject 1's statement that the Complainant did not meet the expected level of professional conduct, the level of quality required to perform as an effective team member of the organization, or both. Witness 4 explained that the Complainant was not professional and that an auditor had several safety concerns about the Complainant's work performance and quality of work. Witness 4 added that the Complainant would bring in pictures and "stuff" on his phone about people with whom he had been that weekend and would look up new employees in a database with court records and tell their "dirt" to other employees.[9]

[9] The Complainant admitted that he had looked up new employees on the Internet three or four times and talked about the findings at work.

Witness 2 also stated that he stressed to Subject 1 that he was not happy with the Complainant's quality assurance work. He said that the Complainant's quality of work was "absolutely horrible" and noted that he could show us over a hundred issues. Witness 2 told us about warning employees to wear their personal protective equipment and the Complainant refusing to wear his safety glasses before an audit. According to Witness 2, the Complainant's refusal to wear his safety glasses during the audit led to the lab shutting down and the lab almost losing its capability to operate completely, which would have affected the fleet.

In support of his statement, Witness 2 provided a copy of the audit inspection findings from May 2022, in which the auditor noted that the Complainant did not use proper safety glasses or googles while calibrating a pressure gauge and that the work area was shut down for investigation and safety containment as a result. Witness 2 also provided a copy of the Complainant's technical proficiency records from 2019 and 2020, in which the auditor noted the Complainant's deficiencies. Witness 2 noted that the Complainant's employer did not address the issues with the Complainant's quality of work, although the employer knew.

Witness 2 said that he was not a "huge fan" of the Complainant and that he tried to avoid the Complainant as much as possible. However, Witness 2 denied that he told someone he would consider leaving because of the Complainant. He also said that he never heard anybody say that they wanted to leave because of the Complainant. Witness 4 recalled a Government employee requesting to be moved out of a room where he worked with the Complainant, because the Complainant asked him personal questions, "probably less than four years ago, maybe less than three years ago." When we asked him if he knew of any other employees who requested to be out of the lab because of the Complainant, Witness 4 told us about a former employee who said that not being around the Complainant was a bonus when he left for a better job in early 2019.

Furthermore, Subject 1 told us that he told the COR orally about receiving complaints from both Government and contractor employees about the Complainant's behavior and shared some of the quality concerns. Subject 1 also said that he reported to the COR orally that the Complainant fostered an atmosphere of negativity and toxicity and that the COR knew of the concerns. Subject 1 noted that many conversations took place between himself, the contracting officer (KO), the COR, the quality manager, the technical manager, and the division manager on the performance issues.

However, Witness 5 denied witnessing or hearing about the Complainant creating a negative atmosphere. According to Witness 5, the Complainant's name was always thrown in with Witness 1 as being a negative impact, not doing his work, and causing drama when she talked to Subject 1, and she heard about the Complainant not performing his job once or twice in March 2023. Witness 5 told us that in her opinion, the Complainant was "guilty by association." Witness 5 said that no other Government or contractor employees complained about the Complainant to her.

Subject 1's Authority

The evidence demonstrated that Subject 1, as the [redacted], did not have the authority to request the Complainant's removal from the contract. Similarly, the CR&I office investigation found that Subject 1 created an improper employer-employee relationship between the Government and contractor personnel. According to the CR&I office's report of investigation, Subject 1 attempted to influence, participate, or interfere with personnel actions of two contractor employees, and directed and personally tasked contractor employees without communicating with the KO or the COR.

When we asked him if he had the authority to request the Complainant's removal, Subject 1 responded, "That's a good question. I don't know. Um, so it—it really comes down to, um, access to the space and the work, right?" Subject 1 said that he never received any formal training in his role as the [redacted] on the contract. However, Subject 1 admitted that the COR managed the execution of the contract, and the [redacted].[10] Subject 1 added that interactions between the Government and the contractor were generally funneled through the COR and confirmed that the process of disciplining a contractor employee was informing the COR to have the COR report it to the contractor.

When we asked him if he had a discussion with Witness 5 before sending the email on July 26, 2023, to Witness 3 and the Operations Director, Subject 1 responded:

> I expect that I most certainly did. If I was gonna have a communication with the company that was now under contract, then there would have been a conversation with the COR informing her, uh, that we were gonna send that information and in all likelihood, ask her if she wanted us to send it directly or if—if she wanted to go through her. And if—if the email shows we sent it directly, then I can promise you, she said I—just go ahead and send it. I mean, we were very careful to keep her informed of everything.

Subject 1 added that he did not recall the email on July 26, 2023. However, the evidence disputed Subject 1's recollection of the events leading to his email and demonstrated that Witness 5 did not know in advance that Subject 1 would request the Complainant's removal from the contract.

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[10] The contract between the NSWC Crane and Peregrine stated the KO was the only person authorized to change the contract or orders issued in it and that the contractor "shall" not comply with any order, direction, or request of Government personnel—that would constitute a change—unless it was issued in writing and signed by the KO or was in accordance with specific authority otherwise included as part of this contract. It also stated that the COR did not have the authority to direct the accomplishment of efforts that were beyond the scope of the contract or to otherwise change any contract requirements. The contract listed Subject 1 as the [redacted], and stated that the [redacted]. The contract also listed the President as the contractor's point of contact for performance under the contract.

The subcontract between Peregrine and GBILS stated that Peregrine "shall" be solely responsible for all liaison and coordination with Peregrine's customer as it affected the applicable prime contract and the subcontract. It also stated that GBILS' communications with Peregrine's customer "shall" be limited to those necessary for GBILS' performance under the subcontract and that any other communications between GBILS and Peregrine's customer required the prior written approval of Peregrine.

We asked Witness 5 if she knew of Subject 1's intention to send the email on July 26, 2023, requesting Witness 1's and the Complainant's removal, or whether she had discussed it with Subject 1. Witness 5 responded, "When the actual email was sent from [Subject 1] to myself I was on leave, but I was aware there were issues, Goldbelt was also aware."[11]

On July 27, 2023, Subject 1 emailed Witness 5 that Goldbelt human resources had decided to terminate Witness 1 and the Complainant as they were still within their 90-day probationary period. Subject 1 added that Witness 3 was meeting with the employees and would retrieve their common access cards and process them through her. Subject 1 noted that the email was for information only and that no action was required on their part. According to Witness 5, after she received the email from Subject 1 on July 27, 2023, she contacted the Government side and GBILS to ask about the situation.

Witness 5's recollection that she was on leave when Subject 1 requested the Complainant's removal from the contract, along with her statement that she asked about the Complainant's discharge from employment after receiving an email from Subject 1, supported the conclusion that Witness 5 did not know in advance that Subject 1 would request the Complainant's removal from the contract.

Furthermore, the evidence demonstrated that Subject 1 engaged in multiple conversations, including email correspondence, with GBILS management officials without the KO, the COR, or both, despite his statement that interactions between the Government and the contractor were generally funneled through the COR.

In response to the Operations Director's email on June 20, 2023, notifying Subject 1 that all incumbents were retained, Subject 1 wrote that he and Witness 2 would like to have a quick chat about two employees in question and their concerns about the employees' current and future impacts to the existing workforce. The Operations Director did not recall the specifics behind the email and said that Subject 1, Witness 2, or both felt that Witness 1 and the Complainant created a toxic environment collectively. Witness 2 recalled a telephonic meeting between him, Subject 1, the Operations Director, and Witness 3. According to Witness 2, he explained the issues he had with the Complainant's quality, and the Operations Director responded that GBILS had a good training program or that the Operations Director could perform his own technical proficiency evaluations to determine the issues.

On July 20, 2023, the Operations Director emailed Subject 1, asking Subject 1 to share what the individuals were doing to make the situation untenable. Subject 1 responded to the Operations Director's email with an attachment, labeled, "In the matter of [Witness 1] and [the Complainant]," which Subject 1 described as a collection of information from multiple Government and contractor employees. Subject 1 wrote that Witness 1 and the Complainant had fostered an atmosphere of negativity and toxicity during their time at the

[11] Witness 5's time cards for July 26 and 27, 2023, demonstrated that she teleworked on those days.

[redacted]. Subject 1 also wrote, "Goldbelt has a big issue on their hands with [Witness 1 and the Complainant] and we want to give you the freedom and wisdom to handle this as you best see fit."

Witness 3 stated that he visited the site in late July 2023, because GBILS had received an email from Subject 1 that a couple of GBILS employees were causing some issues and that the site had morale issues. According to Witness 3, during his visit, he met with Subject 1, who showed him the prior disciplinary actions that Subject 1 had emailed previously, and one of the disciplinary actions was the Complainant refusing to wear his safety glasses during an audit. Witness 3 responded to Subject 1 that GBILS could not use prior disciplinary action as justification for disciplinary action.

Witness 3 also said to Subject 1 that GBILS could provide guidance and feedback if an employee was not meeting the requirements and take disciplinary action if the employee did not conform or perform what was needed. Witness 3 told us that Subject 1 was adamant and that he said to Subject 1 that it was ultimately Subject 1's call as to what he wanted to do. Witness 3 noted that he and the Operations Director received an email from Subject 1 "directing us, basically, to—to release these guys" shortly after the meeting.

Motive – Subject 1

Evidence for motive generally exists when protected disclosures allege wrongdoing that, if proven, would adversely affect the subject. This is true in this case, because the Complainant's protected disclosure reflected poorly on Subject 1 and contributed to a substantiated CR&I office investigation that Subject 1 created an improper employer-employee relationship between the Government and contractor personnel and a hostile work environment. This resulted in Subject 1 being removed from his position as the [redacted]—his "dream job," according to his supervisor. Therefore, we determined that the Complainant's protected disclosure provided a substantial motive for Subject 1 to take an action in reprisal.

Disparate Treatment of the Complainant – Subject 1

As [redacted] and GBILS management officials stated to us that neither had received any requests to remove contractor personnel other than the Complainant and Witness 1, we found no evidence that Subject 1 took similar actions against similarly situated employees who did not make protected disclosures. Although the CR&I office interviewed multiple witnesses during its investigation, including the Complainant and Witness 1, the evidence demonstrated that Subject 1 only perceived the Complainant and Witness 1 as whistleblowers. Specifically, during his interview with the CR&I office on May 22, 2023, in response to the allegation that he shouted at Witness 1 and said that Witness 1 needed to look for another job, Subject 1 responded, "I'll bet you that that came from [the Complainant] or [Witness 1].

I'm not surprised. They like to stir up trouble." Subject 1 also told us, "[Witness 1 and the Complainant] have a long history of doing this, of—of stirring trouble and filing complaints, uh, a very, very long history."

However, as Subject 1 requested Witness 1's removal from the contract at the time he requested the Complainant's removal, the evidence demonstrated that Subject 1 took actions only against those he knew were or perceived as whistleblowers.

Discharge from Employment

GBILS' Knowledge

GBILS told us that it learned that the Complainant might have participated in an investigation into a complaint that Witness 1 filed *after* the Complainant's discharge from employment. GBILS added that the group involved in the decision to discharge the Complainant from employment had no information at that time that the Complainant had made a protected disclosure.

The evidence demonstrated that the President, the Operations Director, or both might have known of the investigation but did not know of the Complainant's participation in the investigation. Specifically, Witness 1 said that he told the President, the Operations Director, and Witness 3 of the investigation. The Operations Director told us that the President was present when Witness 1 alluded to an investigation; however, the President stated that she learned of an investigation after GBILS discharged two employees. The Operations Director added that he did not know if the Complainant participated in the investigation.

Therefore, a preponderance of the evidence established that it is more likely that GBILS did *not* know of the Complainant's protected disclosure.

Impact of the Protected Disclosure

While the evidence demonstrated that GBILS did not know of the Complainant's protected disclosure, we considered GBILS' action of discharging the Complainant from employment under the "Cat's Paw" theory of liability.[12] Under this theory, the decision-maker does not need to be motivated by retaliatory animus [hostility]; rather, the critical issue is whether the

[12] "Cat's Paw" liability permits a finding of retaliation by a responsible entity who does not know of a protected disclosure when they rely on representations made by a supervisor-influencer who seeks to cause the action with retaliatory intent. The Cat's Paw theory is a legal doctrine under which a whistleblower can demonstrate that a prohibited animus toward them was a contributing factor in a personnel action when an individual who knew of the protected disclosure influenced the deciding official accused of taking the personnel action. The U.S. Supreme Court adopted the Cat's Paw theory of liability in *Staub v. Proctor Hospital,* 562 U.S. 411, 417, 419 (2011), holding an employer liable under the Uniformed Services Employment and Reemployment Rights Act (USERRA) when supervisors not responsible for the ultimate termination of an employee—but motivated by discriminatory animus—influenced the decision-maker, who personally did not know of the animus, by submitting biased reports. The Court concluded that "if a supervisor performs an act motivated by antimilitary animus that is intended by the supervisor to cause an adverse employment action, and if that act is a proximate cause of the ultimate employment action, then the employer is liable."

This principle has been applied in a whistleblower reprisal context in *Aquino v. Department of Homeland Security,* 2014 MSPB 21 (2014), in which knowledge of an individual's protected disclosures was imputed to the decision-makers for a disciplinary action under the Cat's Paw theory. The Merit Systems Protection Board (MSPB) concluded that the individual's supervisor influenced the personnel action by reporting alleged misconduct only days after learning about that individual's protected disclosures.

decision-maker relied on biased information and recommendations motivated by retaliatory animus in taking a personnel action. To make this assessment, we will first analyze whether Subject 1 had retaliatory animus toward the Complainant, and we will then assess whether he acted based on that animus in proposing, recommending, or otherwise causing the decision-maker to take a personnel action. Finally, we will consider whether that act was a proximate cause of the decision-maker's adverse personnel action.

To establish that the personnel action was taken in reprisal under the Cat's Paw theory, the decision-maker does not need to have actual knowledge of the protected disclosure. We therefore assessed whether GBILS would have taken the same action in the absence of Subject 1's request. To determine this, we consider the following factors.

Subject 1's Retaliatory Animus Toward the Complainant

As discussed above, the evidence supported that Subject 1 was motivated by retaliatory animus when he requested the Complainant's removal from the contract.

GBILS' Response to Subject 1's Request

On July 27, 2023, GBILS discharged the Complainant from employment. The evidence demonstrated that Subject 1's request was a proximate cause of GBILS' decision to discharge the Complainant from employment, as GBILS told us that the Complainant's discharge from employment was not based on any specific incident during his employment and that Subject 1's written request was the key factor in its decision to discharge the Complainant from employment.

The Operations Director said that "a little bit of a back and forth" occurred between the new site lead and the Complainant but that it did not get to the stage in which GBILS issued the Complainant disciplinary action or put him on a performance improvement plan. The Operations Director also noted that he was not thinking about discharging the Complainant from employment at that point. The General Counsel told us that a contractor wanted to ensure that all facets of its customers were happy. The Director of HR stated that she was not sure of any other options when customers told GBILS that an employee needed to be removed and could no longer come to the worksite.

GBILS' Understanding of Subject 1's Request

Section 4701(a)(3)(B), title 10, United States Code, prohibits a reprisal even if it is undertaken at the request of a department or administration official, unless the request takes the form of a nondiscretionary directive and is within the authority of the department or administration official making the request. However, we found substantial reasons to doubt whether GBILS viewed Subject 1's request to remove the Complainant from the contract as a nondiscretionary directive. Specifically, GBILS management officials had different understandings of whether Subject 1 had the authority to request the Complainant's removal from the contract.

We asked GBILS' General Counsel whether Subject 1 had the authority to request the Complainant's removal. The General Counsel responded that he knew Subject 1 was not the KO and that he would not call Subject 1 as someone with the authority to order a termination. The General Counsel added that Subject 1 made a request, that anyone could make a request, and that "[Subject 1] wasn't telling us we had to do it." We also asked the General Counsel why GBILS complied with Subject 1's request. The General Counsel responded, "… I wouldn't say it's like—it's complying." The General Counsel explained to us that GBILS did not have to employ employees against whom the customer provided negative feedback and that the employees were under at-will employment. However, the Director of HR disagreed with the General Counsel's statement that anyone could make a request.

The Director of HR said that she thought Subject 1 technically did not have the authority to request removing the Complainant. We asked the Director of HR whether GBILS management officials discussed the customer's authority to request contractor employees' removal from the contract. She responded, "Yes, we—we always—I mean, we always raise that. They—and the subsidiary management are also well aware." We also asked the Director of HR why GBILS complied with Subject 1's request when he was not the KO or the COR. She responded, "I—I—I don't know." She added, "I didn't make the final decision. The decision was made by [the President]." The Director of HR noted that she did not know if the contracting office knew of the request and that she could not recall if GBILS management officials discussed whether the contracting office was involved.

The President—whom all four responsible management officials identified as the decision maker—said that she did not remember Subject 1's name. The President added that the Government employee requesting the removal was the employee providing access to the contractor's employees, so she believed such an employee would have been able to make such a request. The Operations Director also believed that Subject 1 had the authority to request the Complainant's removal. The Operations Director explained that Subject 1 spoke for the Government and said, "I wouldn't think he'd be making that request without having the, um—the, uh—the—the authority … ." The Operations Director did not know whether GBILS management officials discussed whether Subject 1 had the authority to make such a request after receiving his email. The Operations Director said that he did not have that discussion.

We asked the President why GBILS complied with Subject 1's request when he was not the KO or the COR. She responded that two employees had performance issues and that she believed both the Government and the other employees provided the information. However, the Operations Director disagreed with the President's statement that the Complainant's performance was the basis for the discharge from employment. Specifically, the Operations Director said that "a little bit of a back and forth" occurred between the new site lead and the Complainant but that it did not get to the stage in which GBILS issued the Complainant

disciplinary action or put him on a performance improvement plan. The Operations Director also noted that he was not thinking about discharging the Complainant from employment at that point.

Furthermore, the contract between the NSWC Crane and Peregrine Technical Solutions (Peregrine), on which the President was listed as the contractor's point of contact for performance under the contract, stated that the KO was the only person authorized to change the contract or orders issued under it. It also stated that the contractor "shall" not comply with any order, direction, or request of Government personnel—that would constitute change—unless it was issued in writing and signed by the KO or was in accordance with specific authority otherwise included as part of the contract. The contract listed Subject 1 as the [redacted], and stated that the [redacted].

Therefore, the evidence demonstrated that Subject 1's request to remove the Complainant from the contract did not take the form of a nondiscretionary directive.

Motive – GBILS

The Complainant's protected disclosure would not have provided a motive for GBILS to take an action in reprisal, as GBILS management officials did not know of the Complainant's protected disclosure. However, the evidence demonstrated that GBILS wanted to ensure that Subject 1—who acted with significant retaliatory animus toward the Complainant—was happy and that GBILS management officials knew or should have known that Subject 1 lacked the authority to request the Complainant's removal from the contract.

Disparate Treatment of the Complainant – GBILS

We found that GBILS did not treat the Complainant disparately, as GBILS discharged both the Complainant and Witness 1—the two employees whose removal Subject 1 requested. However, as discussed above, the evidence demonstrated that GBILS discharged the Complainant and Witness 1 in response to Subject 1's request and that Subject 1 took actions only against those he knew were or perceived as whistleblowers.

Totality of the Evidence

Weighed together, the evidence analyzed against the factors above did not clearly and convincingly establish that Subject 1 or GBILS would have taken the same actions absent the protected disclosure.

The evidence supported only *part* of Subject 1's stated reasons for requesting GBILS to remove the Complainant from the contract. The Complainant admitted to looking up new employees on the Internet three or four times and talking about the findings at work. Additionally, Witness 4 explained that the Complainant was not professional and provided examples of the Complainant's behavior. Witness 2 stated that the Complainant could be a bit hostile and unprofessional at times and that he stressed to Subject 1 that he was not happy with the Complainant's quality assurance work. However, Witness 2 told us that he never heard anybody say that they wanted to leave because of the Complainant, and Witness 4 recalled a Government employee requesting to be moved out of a room where they worked with the Complainant, "probably less than four years ago, maybe less than three years ago."

Furthermore, Subject 1 sent the request for the Complainant's removal directly to GBILS, although he understood that interactions between the Government and the contractor were generally funneled through the COR and told us that the process of disciplining a contractor employee was informing the COR to have the COR report the matter to the contractor. Although he said that he expected he most certainly discussed it with Witness 5 before requesting the Complainant's removal, the evidence demonstrated that Witness 5 did not know that Subject 1 would request the Complainant's removal from the contract.

On these grounds, we found reasons to doubt Subject 1's stated reasons for requesting the Complainant's removal from the contract. We also determined that Subject 1 had a motive to take an action in reprisal, and the evidence demonstrated that Subject 1 took actions only against those he knew were or perceived as whistleblowers.

Finally, although the evidence demonstrated that Subject 1's request was a proximate cause of GBILS' decision to discharge the Complainant from employment, we found substantial reasons to doubt whether GBILS viewed Subject 1's request to remove the Complainant from the contract as a nondiscretionary directive, as GBILS management officials had different understandings of whether Subject 1 had the authority to request the Complainant's removal from the contract. Additionally, the contract between the NSWC Crane and Peregrine, on which one of the GBILS management officials was listed as the contractor's point of contact for performance under the contract, stated that Subject 1 did not have the authority to request the Complainant's removal from the contract. Although the Complainant's protected disclosure could not have provided a motive for GBILS to take an action in reprisal and

GBILS did not treat the Complainant disparately, the evidence demonstrated that GBILS wanted to ensure that Subject 1—who acted with significant retaliatory animus toward the Complainant—was happy.

Therefore, we concluded that Subject 1 requested the Complainant's removal from the contract and that GBILS discharged the Complainant from employment in reprisal for his protected disclosure.

Preliminary Conclusions

Absent clear and convincing evidence to the contrary, a preponderance of the evidence established that Subject 1 requested the Complainant's removal from the contract in reprisal for his protected disclosure. Additionally, a preponderance of the evidence established that GBILS discharged the Complainant in reprisal for his protected disclosure under the Cat's Paw theory.

Subjects' Responses to Preliminary Conclusions

We provided a preliminary report of investigation to Subject 1 and GBILS on November 19, 2025, and provided them with an opportunity to respond to our preliminary conclusions. Subject 1 responded in writing on December 3, 2025, and GBILS responded on December 16, 2025. In his written response, Subject 1 disagreed with our findings and argued that the Complainant's credibility should be evaluated. GBILS also disagreed with our findings and argued that the Complainant did not make a protected disclosure, that we improperly imputed Subject 1's knowledge and animus to GBILS under the Cat's Paw theory, and that the request from Subject 1—who had the authority to make such a request—took the form of a nondiscretionary directive. After carefully considering Subject 1's and GBILS' responses, our conclusions remain unchanged. We address Subject 1's and GBILS' arguments from their responses below.

Subject 1

Stated Reasons for the Complainant's Discharge

In his response to our preliminary report of investigation, Subject 1 stated that the Complainant's performance issues were well documented and that the Complainant's discharge was the result of his performance and behavior issues.

However, Subject 1 did not dispute our findings that GBILS responded to his concerns before he emailed GBILS management officials on July 26, 2023, requesting Witness 1's and the Complainant's removal from the contract. As detailed in our preliminary report of investigation, Witness 2 recalled a telephonic meeting between him, Subject 1, the Operations Director, and Witness 3. According to Witness 2, he explained the issues he had with the Complainant's quality, and the Operations Director responded that GBILS had a good training program or that the Operations Director could perform his own technical proficiency evaluations to determine the issues.

Witness 3 told us about a site visit in late July 2023, during which he met with Subject 1. According to Witness 3, Subject 1 showed him the prior disciplinary actions that Subject 1 had emailed previously, and one of the disciplinary actions was the Complainant refusing to wear his safety glasses during an audit. Witness 3 responded to Subject 1 that GBILS could not use prior disciplinary action as justification for disciplinary action. Witness 3 also said to Subject 1 that GBILS could provide guidance and feedback if an employee was not meeting the contractual requirements and take disciplinary action if the employee did not conform or perform what was needed. Witness 3 told us that Subject 1 was adamant and that he said to Subject 1 that it was ultimately Subject 1's call as to what he wanted to do. Witness 3 noted that he and the Operations Director received an email from Subject 1 "directing us, basically, to—to release these guys" shortly after the meeting.

Furthermore, Subject 1 did not dispute his email on July 26, 2023, although he noted in his response that his conversations with GBILS were specifically about the tasking and staffing of quality assurance employees, rather than the Complainant's or Witness 1's performance. Subject 1 also did not dispute or provide any response to our findings that he did not have the authority to request the Complainant's removal from the contract.

Therefore, we found no basis on which to change our conclusion.

The Complainant's Credibility

In his response, Subject 1 wrote, "It is my held belief that both CR&I as well as this investigation did not diligently review the credibility of the complainant [and] not adequately evaluate the credibility of the testimony and documentation provide[d] in by (*sic*) defense." Subject 1 added that the Complainant's credibility should be weighed against other employees' testimony, noting that the "two complainants" had a very long history of filing frivolous and unsubstantiated complaints with equal employment opportunity, labor and employee relations, CR&I, and the union. However, Subject 1 did not provide nor did we find any evidence that demonstrated that the Complainant's testimony or information he provided was false or otherwise not credible.

The evidence disputed Subject 1's statement that "two complainants" had a very long history of filing frivolous and unsubstantiated complaints, as the CR&I office substantiated the allegation (that is, Subject 1 created an improper employer-employee relationship between the Government and contractor personnel) for which the Complainant provided information in his testimony. Additionally, other witnesses in the CR&I office investigation supported the Complainant's reports on Subject 1's conduct toward employees. Accordingly, we based our findings, analyses, and conclusions on the totality of the evidence, which included a credibility assessment of *all* witnesses.

Therefore, we found no basis on which to change our conclusion.

GBILS

The Complainant's Protected Disclosure

In its response to our preliminary report of investigation, GBILS argued that the Complainant's alleged violations of DoD Instruction 1020.04 and Federal Acquisition Regulation 37.104 were not related to the contract as required by 10 U.S.C. § 4701(a)(1)(A). Specifically, GBILS wrote that the rules or regulations were not incorporated into the contract or had a nexus with the performance of the calibration and metrology services the contract required. In its argument, GBILS relied on *Kappouta v. Valiant Integrated Services, LLC,* 60 F.4th 1213 (9th Cir. 2023).[13]

[13] In *Kappouta*, the Ninth Circuit ruled that a disclosure that a drunk coworker pushed the plaintiff-appellant at a bar did not have a sufficient nexus to the contract to qualify for protection under 10 U.S.C. § 4701.

The *Kappouta* court announced that "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 Department of Defense."[14] In the Complainant's testimony in the CR&I investigation, the Complainant reported, in part, that the [redacted] told the Complainant that he felt like he had to hire an employee because Subject 1 wanted the employee on the contract. The Complainant stated that the employee did not have a degree or experience in calibration and that he did not think the employee was qualified to perform the work the day they were hired. As the Complainant's report was related to the value of the services GBILS provided, it was related to the DoD contract.

Furthermore, in its response, GBILS characterized the Complainant's report as "a bald assertion regarding a hiring decision by the [redacted] that is based wholly upon otherwise inadmissible hearsay." Whether the protected disclosure or its factual basis is admissible or hearsay is not relevant to the analysis. What matters is whether the Complainant subjectively believed that the complained act was a violation of law, rule, or regulation, and whether such a belief was objectively reasonable.

Therefore, we found no basis on which to change our conclusion.

Cat's Paw Theory

In its response, GBILS argued that the DoD OIG improperly imputed Subject 1's knowledge and alleged animus via the Cat's Paw theory. GBILS wrote that in *Staub* and *Aquino*, both the supervisor and the ultimate decision-maker were part of the same organization and that it was not aware of any case law in which the person with the retaliatory animus was an official in the customer of the business that discharged the employee.[15] GBILS also wrote, "This would be a novel extension of law which is beyond the power of the OIG, which is in effect becoming advocates [*sic*] for the Complainant."

Although it is a fact-in-common to most Cat's Paw theory cases, the Cat's Paw theory does not require that the influencer and the decision-maker work in the same organization.

Therefore, we found no basis on which to change our conclusion.

Subject 1's Authority and GBILS' Discretion in the Complainant's Discharge

In its response, GBILS wrote that the President had the following information when she decided to discharge the Complainant from employment.

- Subject 1 delivered a written directive to GBILS from an official Government email to remove the Complainant.

[14] *Id*. at 1217.

[15] *Staub v. Proctor Hospital,* 562 U.S. 411, 422 (2011); *Aquino v. Department of Homeland Security,* 2014 MSPB 21 (2014).

- The "letter" documented performance deficiencies on lab safety and the Complainant's inability to follow critical procedures.
- The performance deficiencies and the Complainant's inability to follow critical procedures occurred before GBILS acquired the contract and possessed the ability to independently witness such problems.

GBILS added that the contract stipulated the Government's authority to remove an employee for safety-related concerns.

However, the evidence detailed in our preliminary report of investigation contradicted GBILS' arguments in its response. First, Subject 1's request did not take the form of a nondiscretionary directive. In his email on July 26, 2023, Subject 1 requested Witness 1's and the Complainant's removal from the contract. Additionally, the General Counsel—one of the management officials GBILS identified as being responsible for the Complainant's discharge—admitted in his testimony to us that Subject 1 made a request, that anyone could make a request, and that "[Subject 1] wasn't telling us we had to do it."

Second, Subject 1 did not have the authority to request the Complainant's removal from the contract, as the contract between the NSWC Crane and Peregrine, on which the President was listed as the contractor's point of contact for performance under the contract, stated that the KO was the only person authorized to change the contract or orders issued under it. It also stated that the contractor "shall" not comply with any order, direction, or request of Government personnel—that would constitute change—unless it was issued in writing and signed by the KO or was in accordance with specific authority otherwise included as part of the contract.

Third, the evidence demonstrated that GBILS knew of the Complainant's failure to wear his safety glasses before Subject 1 requested the Complainant's removal from the contract on July 26, 2023. When we asked Witness 3 why GBILS retained the Complainant, Witness 3 responded that he did not recall any issue with the Complainant's interview, except the Complainant bringing up "safety glasses or something during—a during an audit." Witness 3 also told us about a site visit in late July 2023, during which he met with Subject 1. According to Witness 3, Subject 1 showed him the prior disciplinary actions that Subject 1 had emailed previously, and one of the disciplinary actions was the Complainant refusing to wear his safety glasses during an audit. Witness 3 responded to Subject 1 that GBILS could not use prior disciplinary action as justification for disciplinary action. Witness 3 also said to Subject 1 that GBILS could provide guidance and feedback if an employee was not meeting the requirements and take disciplinary action if the employee did not conform or perform what was needed. Witness 3 told us that Subject 1 was adamant and that he said to Subject 1 that it was ultimately Subject 1's call as to what he wanted to do. Witness 3 noted that he and the Operations Director received an email from Subject 1 "directing us, basically, to—to release these guys" shortly after the meeting.

Finally, GBILS told us that the Complainant's discharge from employment was not based on any specific incident during his employment and that Subject 1's written request was the key factor in its decision to discharge the Complainant from employment.

Therefore, we found no basis on which to change our conclusion.

Overall Conclusions

After providing Subject 1 and GBILS an opportunity to respond to our preliminary report of investigation and having carefully considered their responses, our conclusions remain unchanged. In the absence of clear and convincing evidence to the contrary, a preponderance of the evidence established that Subject 1 requested the Complainant's removal from the contract in reprisal for his protected disclosure. Additionally, a preponderance of the evidence established that GBILS discharged the Complainant in reprisal for his protected disclosure under the Cat's Paw theory.

Recommendations

We recommend that the Secretary of the Navy direct Navy officials to:

- order GBILS to take affirmative action to abate the reprisal;
- order GBILS to award the Complainant compensatory damages (including back pay), employment benefits, and other terms and conditions of employment that the Complainant would have received had no actions been taken in reprisal against him;
- order GBILS to pay the Complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees) that were reasonably incurred by the Complainant for, or in connection with, bringing the complaint on the reprisal, as determined by the Secretary of the Navy; and
- consider disciplinary or corrective action against Subject 1.

Whistleblower Protection

U.S. Department of Defense

Whistleblower Protection safeguards DoD employees against retaliation for protected disclosures that expose possible fraud, waste, and abuse in Government programs. For more information, please visit the Whistleblower webpage at www.dodig.mil/Components/Administrative-Investigations/Whistleblower-Reprisal-Investigations/Whistleblower-Reprisal/ or contact the Whistleblower Protection Coordinator at Whistleblowerprotectioncoordinator@dodig.mil

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