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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

BAYVIEW HUNTERS POINT RESIDENTS, DANIELLE CARPENTER, CATHERINE MUHAMMAD, ***Including All Parties Listed In Paragraph 15 and Incorporated Herein*;** and Doe Plaintiffs 1-40,000, on behalf of themselves, and all others similarly situated,

Plaintiffs,

vs.

TETRA TECH EC, INC.; TETRA TECH, INC; DAN L. BATRACK, *In his Individual and Official Capacity*, CHAIRMAN, CHIEF EXECUTIVE OFFICER and PRESIDENT of TETRA TECH; STEVEN M. BURDICK, *In his Individual and Official Capacity,* EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER OF TETRA TECH; STEPHEN C. ROLFE, *In his Individual and Official Capacity,* MANAGING AGENT OF TETRA TECH; JUSTIN E. HUBBARD, *In his Individual and Official Capacity,* MANAGING AGENT OF TETRA TECH; LENNAR, INC.; and FIVE POINT HOLDINGS, LLC., and DOES 1-100 Inclusive,

Defendants.

Case No.: CGC-18-566188

A CLASS ACTION LAWSUIT

FIRST AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

1. **UNFAIR AND FRAUDULENT BUSINESS PRACTICES**
2. **FALSE AND MISLEADING STATEMENTS**
3. **NEGLIGENCE FEAR OF CANCER**
4. **STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITIES**
5. **VIOLATION OF PROPOSITION 65**
6. **FRAUD**
7. **NEGLIGENCE PER SE- VIOLATION OF CRIMINAL LAW**
8. **BAD FAITH BREACH OF THIRD PARTY CONTRACT**
9. **PUBLIC NUISANCE**
10. **PRIVATE NUISANCE**
11. **INJUNCTIVE RELIEF**

JURY TRIAL DEMANDED

Plaintiffs BAYVIEW HUNTERS POINT RESIDENTS ("BHPR" or "PLAINTIFFS"), individually and on behalf of all others similarly situated, allege the following:

I. INTRODUCTION

"[T]he biggest case of eco-fraud in U.S. history."[1]

1. "They told us we were safe! Tetra Tech Lied!" "This is shocking; frightening!" The distressed pleas from the predominantly African American neighborhoods in the Bayview Hunters Point have grown louder and more urgent since the Navy and the Environmental Protection Agency ("EPA") have found that Tetra Tech, after being paid 1.1 Billion Dollars to clean up the Superfund Site, fraudulently falsified soil samples from the 522-acre Hunters Point Naval Shipyard (HPNS"), one of the most highly toxic waste sites in America. As victims of environmental racism, many BHPR believe that because of Tetra Tech's conduct, their suffering from cancers, asthma, debilitating respiratory illnesses and many other diseases caused by the toxic conditions at the Navy's Superfund site has been exceedingly exacerbated. Tetra Tech's conduct has also further elevated their now immeasurably heightened FEAR of contracting cancer and other radiation caused medical illnesses.

2. In 1995, a Health Department Study found that San Francisco's BAYVIEW HUNTERS POINT District has higher than normal rates of breast and cervical cancers. The study shows that African American women under 50 account for the majority of the higher incidences of breast cancer. Their breast cancer rate is double that of San Francisco as a whole. BAYVIEW HUNTERS POINT RESIDENTS know that the higher incidences of cancer and asthma are caused by the Navy's dumping of toxic materials, including radioactive materials into the land adjacent to their neighborhoods. They know that the toxic materials are still in the ground they walk on, in the air they breathe, and trapped in the very building materials of their homes; they are well aware that they are in fact marinating in radioactive, carcinogenic killer toxins. They are now living in existential, abject FEAR of developing cancer and other radiation related illnesses.

[1] Jeff Ruch, PEER's executive director Public Employees for Environmental Responsibility, an advocacy group based in the Washington, D.C.

3. Hunters Point Naval Ship Yard housed the Naval Radiological Defense Laboratory ("NRDL") from 1948 to 1969. NRDL activities included radiological decontamination of ships exposed to atomic weapons testing, experimentation and research on radiological decontamination in general, the overall effects of radiation on material substances,[2] and the effect of radiation on humans and other living organisms.

4. Such activities conducted by the NRDL contaminated the soil, dust, sediments, surface water and groundwater of BAYVIEW HUNTERS POINT with petroleum fuels, pesticides, heavy metals, radiation releases, polychlorinated biphenyls ("PCBs"), volatile organic compounds ("VOCs") and all such radionuclides released from the fusion process of making Nuclear Atomic Bombs. Soil at the site has also been found to contain naturally occurring asbestos and metals.

5. The U.S. Navy additionally operated the site as a shipyard until 1974, predominantly using it to clean ships exposed radiation from atom bombs, as well as for research on nuclear weapons defense.

6. In 1989, the heavily contaminated shipyard was designated as an EPA Superfund site, giving it priority as one of the most toxic cleanup sites in the nation. On or about 2002, Tetra Tech, a company specializing in toxic cleanup was hired by the United States Navy to undertake cleanup and removal of the toxic waste laid down by the United States Navy during the approximately 25 years of its residency.

7. On Jan. 30, 2018, the United States Navy issued a preliminary report, compiled by five outside consultants, which concluded that nearly half of the data Tetra Tech had collected from the Superfund site was flawed. The data includes samples collected mostly between 2006

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[2] Historians estimate that 7,000 to 10,000 Native Americans inhabited the San Francisco Bay Region at one point. The Ohlone people likely settled in the Hunters Point area due to the availability of seasonal hunting and fishing. Hunters Point was a private commercial dry dock facility from 1869 until 1939, when the Navy purchased the property. From 1945 until 1974, the Navy used the site mostly as a naval submarine and ship repair facility. The site also housed the Naval Radiological Defense Laboratory (NRDL) from 1948 to 1969. NRDL activities included radiological decontamination of ships exposed to atomic weapons testing as well as research and experiments on radiological decontamination, the effect of radiation on living organisms, and the effects of radiation on materials. **https://cumulis.epa.gov/supercpad/cursites/csitinfo.cfm?id=0902722**

and 2012 from 300,000 cubic yards of soil, 20 buildings, 30 former building sites and 28 miles of storm drains.

8. In April 2018, an environmental watchdog group released a Dec. 27, 2017 letter written by John Chesnutt, manager of the EPA's local Superfund Division. The letter stated that as much as 97 percent of Tetra Tech's cleanup data from two parcels on the site was found to be suspect and should be retested.[3]

9. The EPA found: "In Parcel B, the Navy recommended resampling in 15% of soil survey units in trenches, fill, and building sites. EPA, Department of Toxic Substances Control ("DTSC"), and California Department of Public Health, (CDPH) found signs of potential falsification, data manipulation, and/or data quality concerns that call into question the reliability of soil data in an additional 76% of survey units, bringing to 90% the total suspect soil survey units in Parcel B. (These do not add exactly due to rounding). In Parcel G, the Navy recommended resampling 49% of survey units, and regulatory agencies recommended 49% more, for a total of 97% of survey units as suspect…." Chesnutt further found that "the data analyzed demonstrates a widespread pattern of practices that appear to show deliberate falsification, failure to perform the work in a manner required to ensure (the EPA's approval) requirements were met, or both."

10. Over the decades, asbestos, PCBs, solvents, lead and radioactive materials all were dumped at the site bordering Bayview Hunters Point.

11. The City of San Francisco first adopted a redevelopment plan for the shipyard in 1997. Whistleblowers came forward in 2012 with allegations that their superiors at Tetra Tech had ordered them to fake soil samples in an effort to speed up the $1 billion cleanup.

12. In 2014, the Navy admitted that it had become aware of mishandling of data and fake testing by Tetra Tech employees, triggering an investigation by the Nuclear Regulatory Commission. The revelations led to Tetra Tech shifting blame onto low-level employees and stating they were re-cleaning the sites.

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[3] EPA December 27, 2017, *John Chesnutt, Manager, Pacific Islands and Federal Facilities Section Superfund Division.*

13. Also In 2014, Whistleblowers exposed Navy contractor Tetra Tech's internal report, documenting deliberate and orchestrated fraud in the collection of 2,500 anomalous radioactive soil samples collected at multiple sites on the base. The Nuclear Regulatory Commission fined Tetra Tech $7,000 after confirming the soil samples had been falsified. Recent reviews by both the U.S. Navy and the EPA corroborate allegations made by former Tetra Tech employees, whistleblowers and their advocates over the last six years.

14. Tetra Tech first admitted to providing false soil samples in 2014, but the Navy permitted the company to continue working after blaming the problem on low-level employees, as well as subjecting other workers to "ethics training." The Navy apparently accepted Tetra Tech's excuses and solutions until recently, when more whistleblowers came forward, again alleging more widespread and systemic fraud—allegations that have now been sustained.

II. THE PARTIES

15. Class Plaintiffs are Residents of BAYVIEW HUNTERS POINT, consisting of individuals who have been living in, or had substantial contact with, the Hunters Point Community, with the Postal Zip Code 94124, from 2004 to present. Plaintiffs also include the following adult and minor Plaintiffs and those Plaintiffs listed on the **Exhibit A** hereto and incorporated herein as though fully set forth in this paragraph, plus Doe Plaintiffs 1-40,000:

1 Danielle Carpenter
2 Catherine Muhammad
3 Anthony Marquis Muhammad
4 Gail Smith
5 Alitash Muhammad
6 Mayyadah Muhammad by GAL, Alitash Muhammad
7 Tamir Smith
8 Tracie Phillips
9 Khamal Phillips
10 Amir Phillips
11 Donald Thomas
12 Raymond E Joseph Jr
13 Ka'Jhiya Joseph by GAL, Raymond E. Joseph
14 Elijah Joseph by GAL, Raymond E. Joseph
15 Tiffany Armstrong
16 Frederick Jackson
17 Erica Muhammad
18 Saadiq Muhammad by GAL, Erica Muhammad
19 Y'Hoshua Muhammad by GAL, Erica Muhammad
20 Terrell Lado Windom III
21 Hasina Lester
22 Khalid Ahmad Wilson

23 Enyese Joshua
24 Andrew Smith
25 Deborah Ann King
26 Julius Loggins
27 Leonarda Rodriguez
28 Juan Bermudez Sr.
29 Juan Bermudez Jr.
30 Mayra Alejandra Bermudez
31 Maria Bermudez by GAL, Leonarda Rodriguez
32 Marianna Agredano by GAL, Mayra Bermudez
33 Daniel Agredano Jr. by GAL, Mayra Bermudez
34 Kenneth McAlister
35 Lynork Jinks
36 Dontay Young Sr.
37 Dontay A. Young Jr by GAL, Dontay Young Sr.
38 Nathalie F. Figueroa
39 Miles Muhammad
40 Ona M. Watley
41 Sumayyah Muhammad by GAL, Miles Muhammad
42 Kamilah Muhammad by GAL, Miles Muhammad
43 Shaheed Khalil Rasool
44 LaVerne Lockett
45 Dennis Lockett Jr.
46 Aniko R. Gee by GAL, LaVerne Lockett
47 Dushay D. Williams by GAL, LaVerne Lockett
48 Colleen Muhammad
49 Halimah Simone Muhammad
50 Cadmus Hogg
51 Dennis Hogg
52 Cuntis Hogg
53 Lejeannia Richardson
54 Aisha Muhammad by GAL, Lejeannia Richardson
55 Sharieff Muhammad by GAL, Lejeannia Richardson
56 Sylvester Perkins Jr.
57 Sati Samad
58 Suwandi Suwandi
59 Fatimah Muhammad by GAL, Sati Samad
60 Fathryah Muhammad by GAL, Sati Samad
61 Pearl Taylor
62 Juliet Jennant
63 Jasmine Collins
64 Jayla Walsh by GAL, Jasmine Collins
65 Amari-Farl Wooten by GAL, Jasmine Collins
66 Isaiah N. Johns by GAL, Halimah S. Muhammad
67 Christian Milestone Barnes
68 Elmira Johnson
69 Quanisha Johnson
70 Maniyah Hayes by GAL, Elmira Johnson
71 Lakayla Hayes by GAL, Elmira Johnson
72 Kamani Moore by GAL, Elmira Johnson
73 Yolande Cole Muhammad
74 Janice Samples
75 Janasha Alhark
76 Torrence White
77 Deanna Demetrea Rice
78 Darin Bedenfield by GAL, Deanna D. Rice
79 Terrell Windom
80 Harold B. Johns
81 Eraina Johns

82 Aaron Montrell Minor
83 Aaron Neal Benjamin
84 Myron D. Frazier
85 Kimberly Vines
86 Aaron Minor by GAL, Kim Vines
87 Raphael Tompkins
88 Ronica Rupan-Tompkins
89 Mizan Rupan-Tompkins by GAL, Raphael Tompkins
90 Surah Rupan-Tompkins by GAL, Raphael Tompkins
91 Namaz Rupan-Tompkins by GAL, Raphael Tompkins
92 Theresa Renee Lewis
93 Cherlena Jenkins
94 Anthony Knight
95 Nache Knight
96 Luisa Amalia Centeno
97 Deandra Bryant
98 Fotu Fotu Paopao
99 Fotole Paopao
100 Eseta Paopao
101 Ropeti Faiva by GAL, Eseta Paopao
102 Rahima Nailah Muhammad
103 Maryam Muhammad
104 Bilal Muhammad by GAL, Rahima N. Muhammad
105 Royale Eubanks
106 Mark Banks
107 Lerrell Lodom Windom
108 Kenneth Fairley
109 Delvon Morgan
110 Robert Sailors
111 Tasha Johnson
112 Erica Sailors by GAL, Tasha Johnson
113 Meshach Johnson by GAL, Tasha Johnson
114 Rondoe Taylor
115 Gloria Owens
116 Aryssa Zaria Muhammad by GAL, Catherine Muhammad
117 Alesha Muhammad by GAL, Catherine Muhammad
118 Azraa Portia Muhammad
119 Arshad Zahir Muhammad
120 Torah Clara Muhammad by GAL, Linda Muhammad-Baxter
121 Linda Muhammad-Baxter
122 Messiah Muhammad by GAL, Linda Muhammad-Baxter
123 Samuel Jordan by GAL, Deandra Bryant
124 Aubra Mitchell
125 Asia Muhammad by GAL, Anthony Marquis Muhammad
126 Amir Muhammad by GAL, Anthony Marquis Muhammad
127 Ahmad Muhammad by GAL, Anthony Marquis Muhammad
128 Gloria Berry
129 Kim Washington
130 Carmelita Monroe
131 Brooke Washington
132 Sahkari Washington
133 Anisa Washington
134 Arim Washington by GAL, Thelma Crosby
135 Ramon Jones
136 Jerroyn Keiare Collins
137 Duran Orlando King
138 Ryder Broussard-Dawson

139 Camille Broussard by GAL, Ryder

140 Amili Harrison Broussard-Dawson

141 Adelya Harrison

142 Aliyah Muhammad by GAL, Amili Harrison

143 Amila Muhammad by GAL, Amili Harrison

144 Aziz Muhammad by GAL, Amili Harrison

145 Susie Mae King

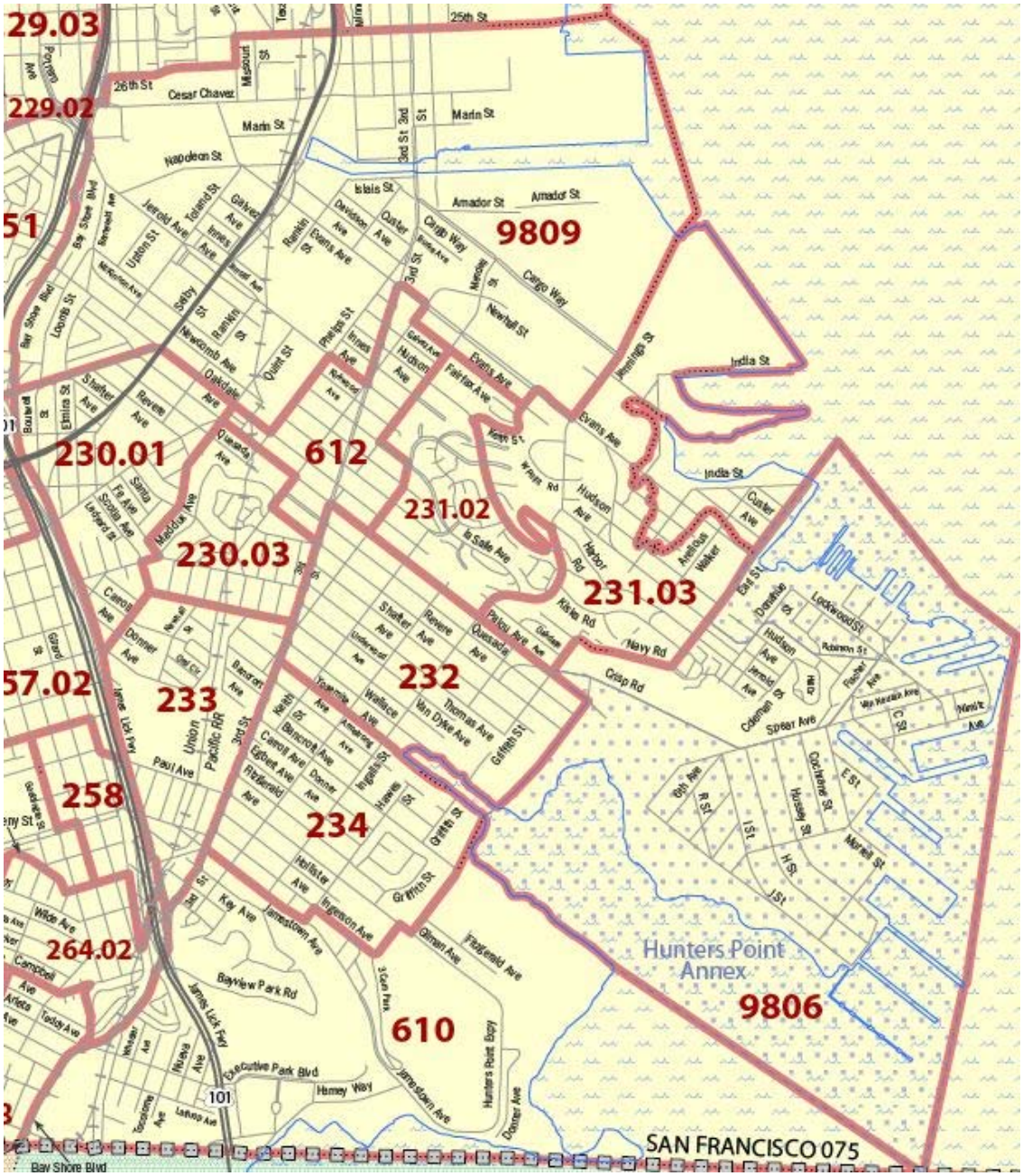
146 Amir Muhammad by GAL, Mark

147 Joe Ward Banks

148 Angela Windom

16. The geographic parameters of the BAYVIEW HUNTERS POINT RESIDENT PLAINTIFFS are limited to the last, 2010, census tract populations and in the Postal Zip Code 94124 as follows:

Census Tract No.	Population
9809	350
610	3,610
233	5,216
234	3,660
232	4,582
231.03	3,725
230.01	5,216
230.03	4,093
230.03	4,093
612	4,087
TOTAL POPULATION	**38,484**



DOE PLAINTIFFS

17. DOE PLAINTIFFS 1-40,000 are Residents of BAYVIEW HUNTERS POINT, consisting of individuals who have been living in, or had substantial contact with, the Hunters Point Community, with the Postal Zip Code 94124, from 2004 to present but have not to date discovered the elements of their causes of action. This action will be amended to include those

DOE PLAINTIFFS 1-40,000 when those PLAINTIFFS have ascertained and discovered each element of each cause of action against each of the named DEFENDANTS herein.

18. DEFENDANTS Tetra Tech, Inc. and Tetra Tech EC, Inc. are California corporations that have contracted with the United States Navy and United States government to perform clean-up and remediation services at the Hunters Point Shipyard in San Francisco. On information and belief it is alleged that the principal business office of Tetra Tech EC, Inc. is located in Pasadena, California.

19. DEFENDANT Lennar, Inc. is headquartered in Miami, Florida and is doing business in California. DEFENDANT Five Point Holdings, LLC is headquartered in Aliso Viejo, California.

DOE DEFENDANTS

20. The true names and capacities, whether individual, corporate, associate, subsidiary, officer, director, employee, other representative, or otherwise, of DOE DEFENDANTS 1 through 50 inclusive, are unknown to the PLAINTIFFS, who therefore sue each DEFENDANT by a fictitious name. PLAINTIFFS are informed and believe and thereupon allege that each of these fictitiously named DEFENDANTS are responsible, in some manner, for the damages alleged herein. PLAINTIFFS therefore designate DOE DEFENDANTS 1 through 50 by such fictitious names, and when their names have been ascertained, PLAINTIFFS will amend this complaint to allege their true names and capacities.

III. JURISDICTION AND VENUE

21. Jurisdiction is pursuant to California Code of Civil Procedure § 382 providing: "When the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." This court also has jurisdiction under California Business & Professions Code §17203. Venue is proper in this judicial district because BAYVIEW HUNTERS POINT RESIDENTS' injuries, damages and harms occurred in this judicial district. Further, one or more of the DEFENDANTS reside, are headquartered and conduct business in

this judicial district. DEFENDANTS' wrongful acts and omissions are giving rise to PLAINTIFFS' claims for restitution and equitable relief.

IV. RESPONDEAT SUPERIOR

22. All of the described conduct, acts, and failures to act are attributed to agents and employees under the direction and control, and with the permission, consent and authorization of DEFENDANTS. Said acts, conduct and failures to act were within the scope of such agency and/or employment, and each of the DEFENDANTS ratified, endorsed, and agreed to the acts and omissions of each of the other DEFENDANTS. Each of these acts and failures to act is alleged against each DEFENDANT, whether acting individually, jointly, or severally. At all times relevant herein, each DEFENDANT was acting within the course and scope of his or her employment, agreement, and ratification.

DEFENDANTS' RATIFICATION, ADOPTION AND AUTHORIZATION

23. DEFENDANTS knew, or should have known, that DEFENDANTS' employees had a propensity, proclivity and obedience to carry out the directives, orders, and mandates of superiors and managers, even when those directives, orders and mandates violated the law, were fraudulent and even criminal.

24. It is well established that when an employer ratifies the tortious conduct of an employee, he or she becomes "liable for the employee's wrongful conduct as a joint participant." *Fretland v. County of Humboldt* (1999) 69 Cal. App. 4th 1478, 1489-1490. An employer who fails to discipline an employee after being informed of that employee's improper conduct can be deemed to have ratified that conduct. *Hart v. National Mortgage & Land Co.* (1987) 189 Cal. App. 3d 1420, 1430; *Iverson v. Atlas Pacific Engineering* (1983) 143 Cal. App. 3d 219, 228. According to the court in Iverson, if an employer is informed that an employee has committed an intentional tort and nevertheless declines to "censure, criticize, suspend or discharge" that employee, a claim can be made for ratification. Id.

25. "Ratification is the voluntary election by a person to adopt in some manner as his own an act which was purportedly done on his behalf by another person, the effect of which, as to some or all persons, is to treat the act as if originally authorized by him. A purported agent's

act may be adopted expressly or it may be adopted by implication based on conduct of the purported principal from which an intention to consent to or adopt the act may be fairly inferred, including conduct which is 'inconsistent with any reasonable intention on his part, other than that he intended approving and adopting it.' *Fretland,* supra 69 Cal. App. 4th 1491

26. At all relevant times alleged herein, DEFENDANTS had actual and constructive knowledge of DEFENDANTS' illegal, unethical, unlawful, criminal behavior. DEFENDANTS endorsed, ratified, authorized, encouraged, and directed the illegal conduct as alleged herein and failed to take any corrective action to protect the BAYVIEW HUNTERS POINT RESIDENTS and the public from the illegal conduct. Hence, DEFENDANTS, and each of them, are liable for all the illegal conduct of their employees.

V. STATEMENT OF FACTS COMMON TO ALL CAUSES OF ACTION

Historical Background of Hunters Point Naval Shipyard

27. Hunters Point Shipyard ("HPS" or the "Site") is a deactivated shipyard located in the southeastern portion of San Francisco, California, adjacent to San Francisco Bay. In 1940, the Navy obtained ownership of the shipyard for ship building, repair and maintenance activities. Hunters Point Naval Shipyard ("HPNS") was the transit departure point for Little Boy, the atomic bomb the U.S. dropped on the civilian population of Hiroshima in August 1945.

28. In addition to using the Site for a Naval Shipyard, The Department of Defense also used these properties to conduct radiological activities on the site, including (1) sandblasting radioactive waste off Navy ships subjected to nuclear testing at the Bikini Atoll, (2) extensive application of fluorescent radium on dials, knobs, and buttons, and (3) operating a radiological defense laboratory on site from 1955 to 1979 in Buildings 364, 815, and 816. Radioactive waste materials generated by the University of California at Berkeley and the Lawrence Livermore Laboratories were shipped to Hunters Point for handling, transport and disposal. Such activities, involving the handling and application of radioactive materials, contaminated the ground, buildings, sewer lines, landfills, and surrounding areas of Hunters Point.

29. The U.S. Navy established the Naval Radiological Defense Laboratory (NRDL) in 1946 at HPS to study the effects of nuclear weapons, as well as to develop counter measures

to such weapons. NRDL operated until 1969 and conducted studies related to ship shielding, radioactive waste for deep-sea disposal, animal research, radiation detection instrumentation development, and other laboratory studies. NRDL also decontaminated and disposed of some of the ships involved in nuclear weapons testing in the Marshall Islands. During operations at HPNS, the shipyard site grew in size to approximately [500 acres] by filling parts of the San Francisco Bay bordering the Hunters Point Shipyard. The site currently consists of approximately 866 acres, 446 of which are under water.

30. Hunters Point began operating as a Navy shipyard in the early 1940s and soon became the only Navy shipyard in Northern California that could deal with large warships. Although World War II had ended, the U.S. continued its nuclear operations and in July 1946, during *Operation Crossroads*, the U.S. set off two A-bombs at the Bikini Atoll in the Pacific. Nearly 100 "target" and 150 "support ships" sat in surrounding waters.

31. The Navy was interested in how the ships would do in an atomic blast. The Navy was also interested in learning how animals would endure intense radioactive exposure and placed animals, ranging from goats to rats on some of the ships located close to the blasts. [4]

32. The majority of the animals died and many, if not all of the ships who didn't sink sustained contamination with radioactive fallout from the blasts. The Navy did what it could to decontaminate the ships, but, as a Navy fact sheet on Operation Crossroads stated, its efforts "revealed conclusively that removal of radioactive contamination of the type encountered on target ships cannot be accomplished successfully. The factsheet concluded that, after Operation Crossroads, "18 target and observation vessels were decontaminated at Hunters Point" and that they performed "the decontamination of ships associated with Pacific atomic and thermonuclear (H Bomb) weapons testing generated radiological material and waste." Id.

33. Hunters Point was also the home of the Naval Radiological Defense Laboratory until 1969. This facility's "purposes included radiological decontamination of ships exposed to atomic weapons testing," and "conducting research and experiments on decontamination, the

[4] http://www.myatomiclife.com/hunters-point-rad-labs.html

effects of radiation on living organisms, and the effects of radiation on materials." It became the "U.S. military's largest facility for nuclear research," and the "shipyard also consolidated radioactive waste from other facilities, including the University of California, Mare Island and McClellan Air Force Base (near Sacramento)." Id.

34. For 23 years following World War II, Hunters Point Shipyard was the site of the military's largest facility for applied nuclear research - the top-secret Naval Radiological Defense Laboratory ("NDRL"). Over the course of its life, according to declassified government documents, the NRDL handled nearly every kind of radioactive material known to man - including, at one point, enough plutonium to kill 15 million people. The shipyard is also well known as a site where Navy ships were decontaminated after being irradiated during atomic weapons tests. The Navy used the irradiated sand, which turned a shiny black that 'glistened in the sun,' to "pave" side roads and walking paths throughout the Shipyard. Neighborhood children loved to play in it, calling it "black beauty sand." Id.

35. Evidence illustrating some of the reckless conduct engaged in by scientists at the NRDL includes the following: (1) Conducted human experiments that included requiring people to drink radioactive elements (2) Burned radioactive fuel oil in a boiler, discharging the smoke into the atmosphere. (3) Oversaw the dumping of huge amounts of contaminated sand and acid into the San Francisco Bay after they were used in attempts to clean irradiated ships. (4) Spread radioactive material on- and off-base, as if it were fertilizer, to practice decontamination. (5) Hung a source of cobalt-60, a nuclear isotope that emits high-energy electromagnetic radiation similar to X-rays, in San Francisco Bay for two weeks, apparently just to see what would happen. (6) Experimented with significant amounts of a wide variety of long-lived radiological poisons, including plutonium, cesium, uranium, thorium and radium. (7) Studied and disposed of thousands of irradiated mice, rats, dogs, goats, mules, and pigs, among other animals. Id. Radioisotopes such as radium-226, cesium-137, plutonium and uranium will be around for hundreds of more years, if not millennia. Plutonium-239 has a radioactive life of 240,000 years.

36. The first use of radioactive materials at Hunters Point Shipyard predated the issuing of licenses by the Atomic Energy Commission ("AEC"). The AEC is the predecessor of

the U.S. Nuclear Regulatory Commission ("NRC"), which was established in 1974. Prior to 1954, AEC issued only authorizations or permits for controlled uses of radioactive material. After 1954, AEC licenses were issued to Hunters Point Shipyard and the NRDL for use of radioactive materials. In the shipyard, multiple AEC licenses were issued for use of radioactive materials. The AEC licenses for NRDL were for a broad array of radioactive materials to be used for research. Radioactive materials specific to nuclear weapon testing used at Hunters Point Shipyard and NRDL are exempted under AEC, or NRC, licensing by the Atomic Energy Act of 1946. For closure of the NRDL in 1969, a license was issued by AEC for decommissioning activities. AEC licenses for the shipyard and NRDL were terminated in the 1970's. Following the termination of licenses, the AEC and NRC ceased exercising regulatory authority at the HPS.[5]

37. In 1989, the Site was placed on the National Priorities List ("NPL") and in 1991 was selected for closure under the Base Realignment and Closure ("BRAC") program. The lead agency for investigation and cleanup of the Site is the United States Navy ("Navy"). The lead support agency is the United States Environmental Protection Agency, Region IX ("EPA"). State support agencies include the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC") and the Regional Water Quality Control Board ("RWQCB").[6]

38. In 1987, contamination was confirmed at a number of Site locations. This finding, combined with the proximity to an off-site drinking water source (the aquifer used by the Albion Springs water bottling company) resulted in the EPA placing the Site on the National Priorities List ("NPL"), in 1989. In 1991, the Department of Defense listed the Site for closure. Id.

39. In January 1992, the Navy, the EPA, DTSC and RWQCB entered into a Federal Facilities Agreement to better coordinate the environmental investigation and cleanup of the Site. To expedite the investigation and cleanup, the Site was divided into six parcels. Each of the six parcels were assigned a letter, ranging from A to F. Parcel F is an offshore parcel. Fieldwork has

[5] https://www.nrc.gov/info-finder/decommissioning/complex/hunters-point-naval-shipyard.html

[6] EXPLANATION OF SIGNIFICANT DIFFERENCES SFUND RECORDS Parcel B, Hunters Point Shipyard Site San Francisco, California August 24, 1998

been completed for all six parcels. The fieldwork showed that the soils and groundwater of the Site are contaminated with a variety of hazardous substances including metals, polychlorinated biphenyls ("PCBs"), volatile organic compounds ("VOCs"), semi-volatile organic compounds ("SVOCs"), polyaromatic hydrocarbons ("PAHs"), and pesticides. In addition, total petroleum hydrocarbons (TPH) are present in Parcel B soil and groundwater. Id.

Defendant Tetra Tech Contract To Clean Up The Shipyard

40. In or about 2004, The United States Navy contracted with Tetra Tech to assist in the cleanup of Hunters Point Naval Shipyard ("the Shipyard" or "HPNS") in San Francisco, California, which the NAVY deemed a National Priorities List Superfund site. Instead of discharging its contractual obligation by remediating HPNS, DEFENDANT TETRA TECH engaged in intentional fraud, greed and disregard for the health and safety of BAYVIEW HUNTERS POINT RESIDENTS, the present and future San Francisco residents as well as the greater Northern California community. Since the 1940's HPNS has disregarded the lives of the largely African American Communities immediately adjacent to the Shipyard. DEFENDANT TETRA TECH "doubled-down" and exacerbated such historical reckless disregard to the health, safety and civil rights of San Francisco's most vulnerable residents who, on account of the Navy's pollution at the HPNS, were already suffering from life threatening illnesses stemming from said pollution.

41. Radiological Data Review Background: In 2012, as a part of its regular review of contractor data, the Navy discovered a discrepancy in radiological sampling by one contractor, Tetra Tech EC ("TTEC"). Despite sampling the data in question and taking initial corrective actions, it was determined that sample data taken by TTEC had been falsified. [7]

42. In 2016, a former TTEC contract worker made additional claims about the fraudulent work done before 2012. Additional allegations were made in 2017. Id.

[7] EPA Website. September 2017:This is the second in a series of fact sheets and other ongoing communications about the radiological data review being conducted at Hunters Point Naval Shipyard (HPNS). The previous fact sheet (dated February 2017) on the Navy's radiological data review may be found on the HPNS pages of the Navy's website at *www.bracpmo.navy.mil*

43. In November 2016, the Navy hired an independent team of experts (review team) to further review and evaluate the reliability of the radiological data collected by TTEC. As part of the evaluation, the review team has developed a database of soil data and is analyzing radiological sampling, surveys, and building scan results. **What are the data evaluation objectives?** 1. Evaluate radiological data collected by TTEC 2. Identify data that may have been falsified or improperly collected. Id.

44. **Extent of Data Review and Analysis:** The data evaluation includes radiological samples taken by TTEC beginning in 2006 from Parcels B, C, D-2, E, G, and the utility corridors (UC-1, UC-2 and UC-3). Id.

45. **Snapshot of Extensive Analysis:** Radiological Soil Analysis:

- Approximately 300,000 cubic yards of soil
- Over 50,000 soil samples
- More than 900,000 analytical results
- Over 30 former building sites
- Approximately 28 miles of trench lines Radiological Scans
- More than 20 structures (buildings) on approximately 23 acres of land Id.

46. Based on DEFENDANT Tetra Tech's admitted falsification and "mishandling" of soil samples, none of the Navy or EPA's representations of planned action are reliable, which has greatly elevated the fear, anxiety, and emotional distress among HUNTERS POINT RESIDENTS regarding the now heightened reality of additional life-threatening health problems related to disturbances of toxic releases.

47. The Navy has divided the site into several subsites to organize and prioritize cleanup activities: *Parcel A:* The EPA's unreliable representation selected "no further action" as the long-term remedy; conditions are protective of human health and the environment. The Navy transferred Parcel A to the San Francisco Redevelopment Agency in 2004.

48. *Parcel B:* The long-term remedy included excavation and disposal of soils, installation of soil covers, installation of a revetment along the shoreline, a soil vapor extraction system to remove VOCs, groundwater treatment, removal of radiologically contaminated

structures, monitoring and institutional controls to maintain the remedy in the long term and prevent exposure to contaminants. Excavation and disposal of contaminated soil was finished in 2010. Construction of the covers and revetment, operation of the soil vapor extraction system and treatment of contaminated groundwater are ongoing. Access restrictions prevent exposure to contaminants.

49. *Parcel C:* The long-term remedy included excavation and disposal of soils, installation of soil covers, installation of a revetment along the shoreline, a soil vapor extraction system to remove VOCs, groundwater treatment, removal of radiologically contaminated structures, monitoring and institutional controls to maintain the remedy in the long term and prevent exposure to contaminants. Soil excavation and disposal, groundwater treatment, soil vapor extraction and radiological removal activities are ongoing. The Navy will finish covering contaminated soils after it finishes removing radiologically contaminated soils. Access restrictions prevent exposure to contaminants.

50. *Parcel D-1:* The long-term remedy included excavation and disposal of soils, installation of soil covers, groundwater treatment, removal of radiologically contaminated structures, monitoring and institutional controls to maintain the remedy in the long term and prevent exposure to contaminants. Groundwater treatment using zero valent iron injection finished in 2008. Excavation and off-site disposal of contaminated soil and removal of soil stockpiles finished in 2010. Radiological removals are ongoing. The Navy will finish removing and covering contaminated soils after it finishes radiological removal activities. Access restrictions prevent exposure to contaminants.

51. *Parcel D-2:* After removal actions removed contaminated soils and structures at the subsite, EPA selected "no further action" as the final remedy in 2010.

52. *Parcel G:* The long-term remedy included excavation and disposal of soils, installation of soil covers, groundwater treatment, removal of radiologically contaminated structures, monitoring and institutional controls to maintain the remedy in the long term and prevent exposure to contaminants. Groundwater treatment using zero valent iron injection finished in 2008. Excavation and off-site disposal of contaminated soil and removal of soil

stockpiles finished in 2010. Construction of covers is ongoing. The radiologically related parts of the remedy are complete and unrestricted release of radionuclides is ongoing. Access restrictions prevent exposure to contaminants.

53. *Parcel UC-1:* The long-term remedy included soil covers, soil gas surveys, removal of radiologically contaminated structures, monitoring and institutional controls to prevent exposure to contaminants. The Navy has lowered contaminant levels in soils and sediments by removing and covering contaminated soils. Soil vapor survey activities are ongoing. The radiologically related parts of the remedy are complete and unrestricted release of radionuclides is ongoing.

54. *Parcel UC-2:* The long-term remedy included soil covers, removal of radiologically contaminated structures, monitored natural attenuation, soil gas surveys, monitoring and institutional controls to prevent exposure to contaminants. The Navy has lowered contaminant levels in soils and sediments by removing and covering contaminated soils. Monitored natural attenuation, which involves letting naturally occurring processes reduce the contamination in groundwater, will reduce levels of radiological and chemical contaminants at the subsite.

55. *Parcels E, E-2, F and UC-3:* The Navy has conducted several removal actions at these subsites, including removal and disposal of contaminated soils and debris, construction of a landfill cap and removal of radiological contamination. EPA has selected a long-term remedy for Parcel E-2. It included removal and disposal of contaminated soils, radiological surveys, installation of a soil cover with a protective liner, below-ground barriers to limit groundwater flow between the landfill and the San Francisco Bay, removal and treatment of landfill gas, installation of a revetment along the shoreline, monitoring, and institutional controls to prevent exposure to contaminants. Remedial investigation activities, operation and maintenance activities, and monitoring are ongoing for these subsites. EPA has not conducted five-year reviews for these subsites. Id.

Whistleblowers' Statements of Tetra Tech Fraud

56. Several Tetra Tech employees, including Anthony Smith, Robert McLean, Donald Wadsworth and others, have testified under oath to DEFENDANT TETRA TECH'S fraudulent scheme to place profit over the lives of the BAYVIEW HUNTERS POINT RESIDENTS, resulting in the release of radiative materials still in the soil being swept up by the prevailing winds blowing such materials over the homes of BHP Residents. Anthony Smith's Declaration is attached as Exhibit 2 and all facts therein are incorporated as though fully set forth herein.

57. In 2014, Anthony Smith, a former Tetra Tech Employee, quit his job because he could not live with the fraud his superiors ordered him to commit every day. His Tetra Tech managers ordered him to falsify records, and soil samples. Smith, the former radiation control technician, said his supervisors used to conceal radioactive soil on the Hunters Point 800-acre former Superfund site. [8]

58. Smith stated that the fraudulent conduct he witnessed being carried out by Tetra Tech means that the Hunters Point Shipyard is still radioactive, contaminated, toxic, dangerous, and a public health hazard to the BHPR. Smith said the company repeatedly cut corners to save money. Smith admitted that Tetra Tech supervisors: (1) Ordered him to replace contaminated soil samples with clean soil samples (2) Instructed him to dump contaminated soil into open trenches across Hunters Point. (3) Forced him to sign falsified documents that were later submitted to the government; and (4) Falsified and tampered with computer data that analyzed radiation levels. Id.

59. Smith said he decided to speak out "to clear my name, make everything right and let people know what really happened." Id.

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[8] *www.nbcbayarea.com/investigations/Former-Hunters-Point-Worker-Claims-Supervisors-Ordered-Him-to-Hide-Radiation-371723561.html*

Switching Soil Samples and Dumping Soil into Trenches

60. Smith moved to the Bay Area from his home in Georgia in 2002 and worked on and off at Hunters Point as a radiation control technician until 2012. He collected soil samples, which were surveyed to determine radiation contamination levels. Smith said beginning in 2009, his supervisors began instructing him to get rid of radiation-contaminated soil samples and replace them with clean soil samples. He said the switching of the soil samples often took place out of public view, inside large Conex bins located around the job site. He estimated that hundreds of samples had been switched. "I didn't like it because it wasn't right," Smith said. "That's not the way it was supposed to be done." Smith said multiple locations across Hunters Point are still contaminated with radiation. Id.

61. Smith said he collected soil samples underneath a structure referred to as building 351 A, which once housed part of the Navy's radiological laboratory. He recalled a sample tested positive for radium, an element linked to bone cancer. "When I took a sample it came back hot," he said, "and they made me get rid of it." Id.

62. Smith said the building should have been remediated after he found a hot soil sample, but he questions whether crews subsequently cleaned up the contamination. He said remediating the area would have taken more time and money. He said his supervisors directed him to dump the discarded, contaminated soil into trenches that have since been covered or paved. Smith said there is no way to know what the contamination levels are in the trenches without retesting the soil. He said as far as he can tell, Tetra Tech did not test the trenches after they were backfilled. Id.

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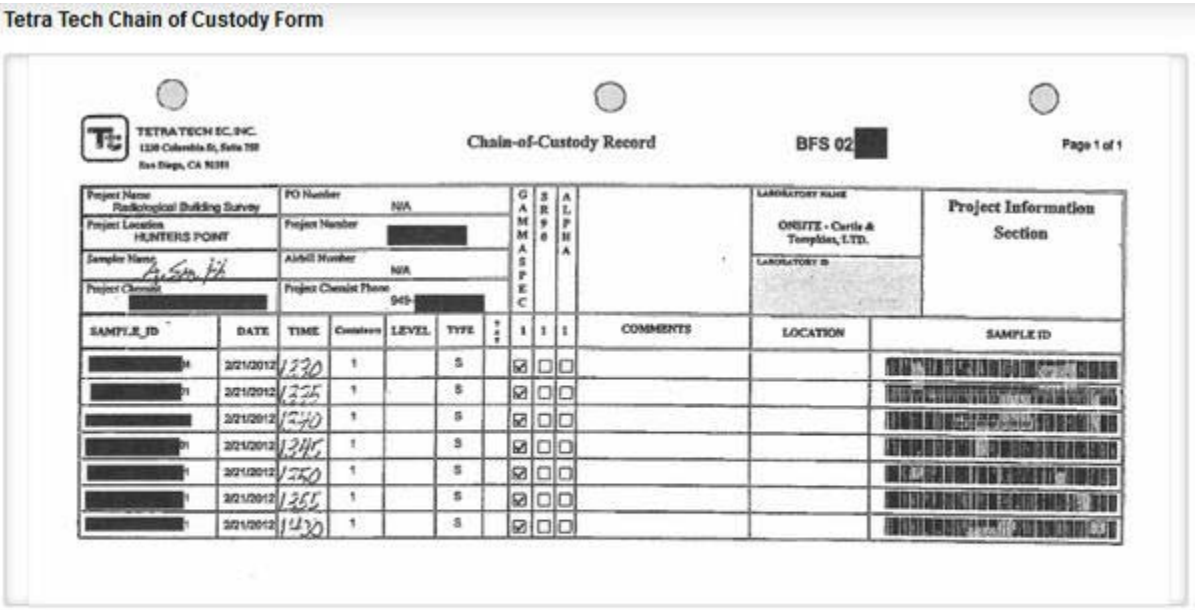
Falsified Documents and Data

63. Smith also said that Tetra Tech fabricated Chain of Custody documents forms, which are supposed to document the location and time of the soil samples taken by Smith and to certify that the samples stayed under his control. He said sometimes his bosses would fill out the forms instead: "I never got to see them until the end of the day when all I done was sign my name and put the date," Smith said. Id.

Tetra Tech Chain of Custody Form



TETRA TECH EC, INC.
1230 Columbia St, Suite 750
San Diego, CA 92101

Chain-of-Custody Record

BFS 02[redacted]

Page 1 of 1

Project Name: Radiological Building Survey	PO Number: N/A									LABORATORY NAME: ONSITE - Curtis & Tompkins, LTD.	Project Information Section		
Project Location: HUNTERS POINT	Project Number: [redacted]												
Sampler Name: A. Smith	AMS# Number: N/A									LABORATORY ID:			
Project Chemist: [redacted]	Project Chemist Phone: 949-[redacted]												

SAMPLE_ID	DATE	TIME	Containers	LEVEL	TYPE	*	GAMMASPEC	SR90	ALPHA	COMMENTS	LOCATION	SAMPLE ID
[redacted]	2/21/2012	1330	1		S		☑	☐	☐			[redacted]
[redacted]	2/21/2012	1325	1		S		☑	☐	☐			[redacted]
[redacted]	2/21/2012	1240	1		S		☑	☐	☐			[redacted]
[redacted]	2/21/2012	1345	1		S		☑	☐	☐			[redacted]
[redacted]	2/21/2012	1350	1		S		☑	☐	☐			[redacted]
[redacted]	2/21/2012	1355	1		S		☑	☐	☐			[redacted]
[redacted]	2/21/2012	1420	1		S		☑	☐	☐			[redacted]

Anthony Smith says his supervisors fabricated documents called Chain of Custody Forms. The forms are supposed to document where and when Smith collected soil samples and certify that the samples stayed under his control. But Smith says sometimes his supervisors filled out the forms and that he couldn't verify the information contained in the documents. He says sometimes he didn't see the forms until the end of the day, when he was asked to sign his name.

64. Tetra Tech came up with multiple excuses and theories, but never definitively concluded how or why soil samples were switched and data was falsified. In the report, the Tetra Tech admitted the "mishandling of soil samples", but fraudulently blamed the "sample collectors on the chain of custody forms," including Smith. He said the company made him a scapegoat. "They were blaming me for something [they] were telling me to do every day". Smith said the company failed to identify and retest other questionable locations on the site. He worried the health of people who will work, play and live at Hunters Point may be at stake. He said the cleanup can't be trusted. "It's not good and it's not right," Smith said. Id.

DEFENDANT TETRA TECH TYPES OF FRAUD

65. Tetra Tech employees and the radiological subcontractors it directly supervised were involved in at least six types of fraud that are discussed in detail in this supplemental disclosure: (1) fake sampling, in which soil samples – potentially thousands of them – were reported to have been taken at one location when they were actually taken from another; (2) discarding samples and analytical results when they came back radiologically too "hot" (i.e., above the cleanup standard); (3) altering scanning data to make them appear radiologically acceptable; (4) conducting false building surveys in which certain scan results were fabricated and others were falsified; (5) remediating radioactive material in soil improperly, resulting in potentially radioactively-contaminated soil being shipped offsite as well as being used as backfill for trenches at the Shipyard; and (6) altering Portal Monitor procedures so potentially radioactively-contaminated soil was allowed to be shipped offsite for commercial purposes to places unknown.

66. Fraudulent sampling, scanning, and surveys led to fraudulent remediation; sites that required additional cleanup were not remediated and remain contaminated because fake samples indicated areas were "clean" when they were not.

67. Evidence shows Tetra Tech's top onsite management, its Project Manager and Construction Superintendent, participated in and directed the fraud. Their employees engaged in sustained widespread misconduct, significantly compromising the cleanup.

1. Fake Soil Sampling: Parcels C, D, E

a. Fraudulent Sampling - Stage 1

68. Fraudulent and fabricated soil samples, purportedly taken from various sites on the Shipyard, including the areas around Building 707 (Parcel E), the 500 Series of buildings (Parcel D), and Parcel C, were in fact collected from elsewhere on the site.

69. Senior Health Physics Technician ("HP") Anthony Smith says fake sampling took place in two stages. At first, HPs were directed to take samples from the general location intended to be sampled, but to fudge the specific location of the samples.

70. When tasked with soil sampling, proper procedure was to initially scan the soil in order to locate radioactive hot spots. The scanning data was then used by engineers to identify locations of high radioactivity which would then be designated on maps indicating locations of the highest readings and thus, where soil samples should be taken.

71. HPs followed the correct procedure in the early years at Hunters Point. Proper practice however eroded under the direction of Project Manager William "Bill" Dougherty when efforts for areas to pass inspection and obtain "free release" were difficult to obtain due to remaining radioactive contamination. There is evidence that fraudulent sampling was conducted throughout the 2007-2008 time period, but accelerated in the latter part of 2008 and early 2009. At that time, Tetra Tech was having difficulty obtaining free releases; post-remediation samples came back too "hot."

72. In response, DEFENDANT TETRA TECH supervisors ordered the HPs not to take samples from the highest radioactive reading spots as designated by the engineers. Rather, the HPs were ordered to make it appear they collected samples from the marked spots, but in actuality gather samples from clean areas close by the radioactive spots. An HP (also known as a Radiation Control Technician, or "RCT,") admitted this form of fraud to the NRC: "the RCT stated that, when sufficiently low contamination levels were not obtained, the RTS [Radiation Task Supervisor] would direct the RCT to move 5 to 10 feet in another direction and obtain a new sample from that location. Meanwhile, the new sample would be represented as having been obtained from the original, specified location."

b. Fraudulent Sampling – Stage 2

73. Time and again the fraudulent post-remediation soil samples resulted in laboratory results indicating radioactive contamination above the free release levels. For example, around Building 707, repeated rounds of remediation failed to decontaminate all the soil; successive post-remediation samples came back too "hot." When sample results exceeded the free release levels, Tetra Tech was required to do more clean-up.

74. Due to the frustration of Tetra Tech's attempts to obtain free release and the desire to cut costs to increase profits, the manner of the fraud changed. No longer did

DEFENDANT TETRA TECH supervisors direct their HPs to obtain false samples in the nearby area of the radioactive sites, but rather in at least three remote locations known from prior sampling to contain "clean" soil. Tetra Tech management pressured its supervisors to have the HPs engage in fraudulent sampling that would guarantee lab results under the free release levels so it could collect payment without incurring the full costs of the cleanup.

75. Former employees, like Senior HP Anthony Smith, state that he and others took the second-stage type of fraudulent samples from at least three locations known to be low in radiological activity. The specific location was chosen depending on the type of soil they were trying to match.

76. If HPs needed to match "green serpentine" soil, Smith and others took false samples from one of two locations. Originally, the green serpentine soil used to submit false samples was taken from a sewer trench in front of the Building 500 series of buildings. That site was supplanted by a second one, an area inside the remains of the foundation of an old movie theater in the 500 series area. According to Smith, the theater foundation was preferable to the sewer trench because it afforded greater privacy – employees could take samples there unseen when inside the foundation walls. Smith says he would wait until laborers not involved in the fraud went to lunch or left for the day and he would then fill a 5-gallon bucket with soil from the theater site which he knew to be clean.

77. If HPs needed to match sandy soil, they would fill five-gallon buckets with soil taken from an area under two palm trees in the vicinity of an old pump house (Building 521) that was also near the old movie theater foundation area.

c. Substituting Clean Soil for Potentially "Hot" Soil

78. Senior HP Smith states he would take the five-gallon buckets of either green serpentine or sandy soil to the Conex (a shipping container that acted as a temporary field office), where HP supervisor Steve Rolfe, his wife HP Tina Rolfe, and HP Rick Zahensky would transfer the soil into sample containers to substitute for real samples. The original, and potentially "hot" samples, would be emptied into another 5-gallon bucket and Smith would dump that soil into open trenches that had been dug for sewer removal. In short, the true soil samples

were switched with the soil known to be radiologically clean with the intent to fraudulently "prove" to the Navy, regulators, and the public that all radiological hazards had been removed.

79. Smith estimates this type of false sampling happened "pretty much every day" over at least the last one and a half years he worked at the Shipyard. He says fake soil samples he took from all three sites – the sewer trench, the palm tree site and the theater – resulted in 800 to 1,000 false samples. Other HPs on the team under Smith's supervisor, Steve Rolfe, also regularly engaged in taking false soil samples, as did HPs under the supervision of Justin Hubbard.

80. Samples were switched not only from the former site of Building 517, but Smith admits he switched samples taken from the area around Building 707, the "Triangle Area" in Parcel E, and the area of the former 500 series of buildings in Parcel D. Additionally, HPs other than Smith had falsely switched samples in other areas, including North Pier and "shacks" 79 and 80 and Parcel C.

81. Former employees declare fraudulent soil samples were taken as early as 2007. They also state that the fraudulent practices escalated in the years after Tetra Tech's contract with the Navy changed from a time-and-materials contract to a firm fixed-price contract. This provided a financial incentive for fraud; the less time and resources Tetra Tech spent on sampling and cleanup, the more profit they would make.

2. Destruction of "Hot" Soil Samples and Their Records

a. Building 351A

82. Building 351A had been used by the Navy's Radiological Defense Laboratory for decades conducting extensive experiments with hazardous radionuclides. It was one of the last buildings in Parcel G that had not been free released. Clearance of building 351A was holding up final payment to Tetra Tech for all of the work the company had done in that parcel, potentially millions of dollars.

83. Direct readings from radiological survey detection instruments indicated the presence of elevated radioactivity in a large amount of soil in a crawl space under Building 351A. Remediation attempts within the crawl space were performed in 2008 by a group of laborers who dug up the soil while HPs Anthony Smith and Josh Hooper monitored them. The

laborers used pick axes, shovels and trowels to loosen the soil and a large vacuum truck that sucked the soil from under the building through an 8-inch hose. The soil was ultimately placed in bins to be disposed offsite as radioactive waste.

84. At the conclusion of approximately two weeks of remediation, HPs Anthony Smith and Josh Hooper took post-remediation soil samples from the crawl space in an attempt to demonstrate that there was no longer any residual radiological contamination above established free-release levels. However, a post-remediation sample came back too "hot," demonstrating the radioactive cleanup had not been successfully completed. Proper procedure mandated another round of soil removal. This additional round of remediation would once again involve laborers and a vacuum truck, followed by another round of post-remediation sampling. However, Tetra Tech's management directed that proper procedures be ignored.

85. Smith and Hooper were summoned to a meeting that included Tetra Tech's HPNS Project Manager, Bill Dougherty, Tetra Tech's Construction Superintendent Dennis McWade, among other senior Tetra Tech and sub-contractor managers. With respect to costs Tetra Tech was incurring to undertake the cleanup, Dougherty told Hooper and Smith "Do you know how much that machine cost to rent for two weeks? We can't afford to do that again, get rid of that sample," or words to that effect. McWade gave Smith the containerized sample and its Chain of Custody ("COC") document, completely contrary to acceptable procedures, and Smith and Hooper did what they were told. They got rid of the sample and the COC record.

86. Thereafter, they engaged in the first type of soil-sampling fraud described above and took a false sample under Building 351A. Tetra Tech had its engineers mark the areas under the building that were known to be clean so that Smith could be assured he would not obtain another soil sample that came back too "hot." Smith says he understood, based on what his supervisors told him, that Tetra Tech wanted to get free release of the building despite the remaining contamination so Tetra Tech would get paid the final installment for its work in Parcel G.

87. Tetra Tech submitted false documents to the Navy, claiming that Building 351A had been properly cleared of all radioactive material above release levels, when significantly

elevated radioactivity, beyond free release levels, was known to still exist in the crawl space under the building. The radioactive contamination was not remediated over the next three-plus years that Smith continued to work at the Shipyard. To the best of his knowledge it never has been remediated. It is still to this day "Hot".

88. Smith states that the soil sample from under Building 351A was the first instance where he was told to get rid of a sample. As further described below, it was not the last.

b. Parcel A Background Sample

89. In July or August 2009, Tetra Tech HP Supervisor Justin Hubbard directed Senior HP Anthony Smith to 'ditch' a soil sample from the Shipyard's Parcel A because it was too "hot" radiologically.

90. Tetra Tech was about to start, or had just started, a project to remove sewer lines below Fisher Avenue and Spear Streets. Smith was directed by Hubbard to obtain a background reference sample (i.e., a sample known not to be radioactively contaminated) for the Spear/Fisher sewer projects. Smith had been told that Parcel A was never used for any industrial purpose, that it was deemed by the Navy to be free of contamination and, as a result, had been transferred to the City of San Francisco for development in 2004. Because of its close proximity to the Fisher/Spear project and assuming Parcel A was clean, Smith determined it would be an appropriate place to obtain a background sample.

91. Smith proceeded to a location just north of the intersection of Fisher Avenue and Spear Street. On the north side of the road next to Fisher Avenue and just beyond the sidewalk, there is a concrete wall which descends in height as it extends west and parallel to Fisher Avenue. Beyond the wall is a hill that rises to the top of Parcel A. Just before the stop sign at the intersection of Fisher and Spear (i.e., just northeast of the intersection) and approximately 20 feet from a light pole on the north side of Fisher Avenue, the wall was about waist-high for Smith. Because of how the hill rose behind the wall, Smith was able to reach over the wall and use a trowel to take a sample without bending over. He dug a hole about 6 inches deep in the hillside and took a sample from the bottom of the hole. He gave the sample to Justin Hubbard, who took

it to the laboratory. In a violation of proper procedure, there was no chain-of-custody document accompanying the sample.

92. The next day, Hubbard approached Smith and had the sample with him. In the presence of HPs Jeff Rolfe, Ray Roberson and Carey Bell, Hubbard told Smith the sample had come back "hot." Hubbard said it contained 2 to 3 picocuries per gram of cesium-137, which Smith knew was much higher than background levels and the cesium-137 cleanup standard of 0.113 picocuries per gram – 18 to 26 times higher than the set health and safety ceiling. Hubbard gave the sample to Smith and told him to "get rid of it and not say a word," or words to that effect. Smith took the sample back to the site where he had taken it and put the soil back in the hole he created earlier for taking the sample. He disposed of the plastic sample container by putting it in a bin set aside for radiological waste. That same day, Smith took a different sample, to be used as the background sample, from a distant site on the shipyard he knew to be clean from prior sampling and analysis.

93. To the best of Smith's knowledge, the soil contamination he discovered in Parcel A was never thereafter remediated for cesium-137 or other potential radioactive contaminants.

3. Fraudulent Building Surveys

94. The contract between the Navy and Tetra Tech required the company to perform static scans and smears of buildings to determine if they were contaminated with radioactivity beyond free release levels. When a building was found to have elevated levels of radioactivity, Tetra Tech was contracted to engage in remediation to remove the radioactive contamination and bring contaminant levels below release levels. After remediation, Tetra Tech was required to again scan and take smears of the building to determine if all radioactive readings were within acceptable levels. Tetra Tech ordered the post-remediation building scans be done fraudulently so as to obtain free release.

95. Tetra Tech supervisors divided building areas into three classes, Class 1, 2 and 3. They classified the floors and lowest two meters (or approximately 6 feet) of the walls to be Class 1. The proper way to conduct a Class 1 survey was to slowly scan the "probable sites" of contamination, such as drains down which radioactive liquids might have been poured, and to

scan each surface (i.e., the floor and lower walls) using a Ludlum 2350 scanner (which measures gamma radiation) in a systematic grid. In addition, smear samples were to be taken from area surfaces which the scans identified as highest in radioactivity.

96. For Class 2, HPs were supposed to take static scan and smear samples in a systematic grid from the higher sections of the walls, above 2 meters. Class 3 areas were considered the ceiling and roof. Scans and smears were to be taken of these areas, but without requiring the strict grid patterns of a Class 1 or 2.

4. Proper building survey procedure was not followed.

97. Anthony Smith was assigned to perform a large number of building surveys. Sometime between the summer of 2010 and early 2011, he was assigned to do building surveys in Building 707, several buildings and building footprints throughout the 500 series and Buildings 351, 351A, 411, 401, 414, 406, 144, 146, 130, 103, 113, and 521. Smith's Tetra Tech HP supervisor, Steve Rolfe, told his survey team, consisting of Jeff Rolfe, Rick Zahensky and Smith, not to worry about doing Class 2 or 3 scans and smears at all. Rather, they were instructed to "just get some numbers and get it done," or "just set your meter down on the ground and let it count," meaning they should allow the scanner to operate in order to obtain data, but that the scanner should be stationary rather than doing a systematic survey of the area as required. Smith and his co-workers followed instructions, did not do proper Class 2 and 3 scans, and reported fraudulent data for the Class 2 and Class 3 scans for nearly all buildings at Hunters Point.

98. When Smith challenged this practice, Tetra Tech HP supervisor Steve Rolfe told him, "That's what Bill Dougherty [Tetra Tech's Project Manager] wants." The false scanning was also done on other buildings by HP Supervisor Justin Hubbard's team, including Buildings 103, 114, 145, 130, 439, 366, and 813.

5. Fraudulent Data Reporting

99. The contract between the Navy and Tetra Tech required the company to do scans for radioactive contaminants of buildings, developed areas, and areas of open soil. Tetra Tech directed that scan data be altered that were too high, which would result in having to do

additional expensive remediation, or too low, which would raise questions about the scan integrity and potentially require that the scanning be entirely redone.

100. Anthony Smith personally witnessed HP Tina Rolfe changing scan results so that they would fall within acceptable limits, i.e., not too high but not too low to raise suspicions. One time when Smith was downloading data from his equipment onto a computer, he came up behind Tina Rolfe and saw her working on a computer changing readouts from a Ludlum 2350.

101. Smith estimates that the HPs downloaded thousands of scan results per day. He states that changing these scan numbers was a very simple thing to do. He also saw her changing numbers on readings from a Ludlum 2360 (which collects surveillance data for alpha and beta radiation). The fact that Tetra Tech was "changing the numbers" was common knowledge among the HPs. Both HPs Ray Roberson and Joe Cunningham told Smith they were aware that scan results were being altered. Senior HP Donna Watson observed Tetra Tech Supervisor Hubbard changing scan readings taken in the field on a computer as early as 2007 or 2008.

102. Smith observed that Tina Rolfe was directed to change the numbers by her husband, Steve Rolfe, a Tetra Tech HP supervisor. Several times he heard Steve Rolfe say of one sample or another, "that number's too high, it's way above background," and he directed that it be altered to be lower, to be closer to the background levels. Tetra Tech HP supervisor Justin Hubbard was also aware of the alterations. Smith complained about the scan results being changed, and Hubbard told him that Tetra Tech was doing it everywhere else on the Shipyard.

103. Smith reports that Senior HP Rick Zahensky told him he also changed scan result numbers for an extended period, involving many months, if not years. On numerous occasions Zahensky took a computer home in order to change scan results overnight. Zahensky told Smith that at times he worked until the early hours of the morning to "get the numbers right." Smith was present on several occasions when Zahensky did not "get the numbers right," and was "chewed out" by Steve Rolfe. Smith also witnessed Tina Rolfe being "chewed out" by her husband Steve, when numbers remained too high or too low.

104. Tetra Tech also violated proper protocol by holding up the delivery of the scan results to the project management office. Proper procedure was that the scan results were to be

submitted to the office by the end of each day on thumb drives. However, rather than submit scan results by day's end, the scan results were held up so that employees like Zahensky could manipulate results that were deemed too high or too low. When Zahensky was given the scan results to take home in the evening, the thumb drive was not submitted until the following day or later. The office had no objection to the tardy delivery of the scan results, since their fraudulent manipulation was done at the direction and insistence of Tetra Tech's upper-level onsite project management.

105. Bert Bowers, the former Radiation Safety Officer Representative ("RSOR"), has given a Declaration, each fact in which is incorporated by this reference as though fully set forth herein. (See Exhibit 3). He states that a lab technician, Neil Barrett, and a lab supervisor, Phil Smith, came to him on separate occasions complaining they were being asked by upper level project management to "write away" laboratory analysis results, that is, change the results of sample analyses and scans. Bowers directed the employees to go back to the project management, talk with them, and come back to Bowers if they were not satisfied. At that time, Bowers had not been aware project management had been ordering the falsification of samples and scan results. (Bowers Dec. ¶54)

TETRA TECH'S ADMISSIONS SUBSTITUTING CLEAN SOIL FOR RADIATIVE SOIL IN SUPERVISOR JUSTIN E. HUBBARD'S FEDERAL CRIMINAL GUILTY PLEA

106. "I, Justin E. Hubbard, and the United States Attorney's Office for the Northern District of California (hereafter "the government") enter into this written Plea Agreement (the "Agreement") pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

> "The Defendant's Promises
>
> (1) I agree to plead guilty to Count One of the captioned Information charging me with destruction, alteration, or falsification of records in federal investigations and bankruptcy, in violation of 18 U.S.C. § 1519. I agree that the elements of the offense are as follows: (1) I knowingly altered, falsified, or made a false entry in a record or document; (2) with the intent to impede, obstruct or influence the investigation or proper administration of any matter or in contemplation of or in relation to any

such matter; (3) within the jurisdiction of an agency of the United States.

I agree that the maximum penalties are as follows:

a.	Maximum prison term	20 years
b.	Maximum fine	$250,000, or twice gain/loss
c.	Maximum supervised release term	3 years
d.	Restitution	To be determined
e.	Mandatory special assessment	$100
f.	Forfeiture	

(2) I agree that I am guilty of the offense to which I am pleading guilty and I agree that the following facts are true:

I have been working in the nuclear industry since approximately 1989, after completing my formal education. During my twenty-five years in the industry, I have conducted decontamination work at nuclear power plants, medical laboratories handling radioactive material, and a "Superfund Site", among other activities. During that same period, I have received training in radiation contamination control, the proper handling of radiological waste, and the assessment of radionuclides in the environment. I have also supervised others in these activities.

In approximately 1994 or 1995, I began performing nuclear remediation work at the former Hunters Point Naval Shipyard ("HPNS"), located in the Bayview District of San Francisco, California. My first employer at HPNS was New World Environment, Inc. ("New World"). After approximately four years with New World, **I was hired by Tetra Tech EC, Inc. ("Tetra Tech"), as a Radiological Task Supervisor at HPNS. As a supervisor at Tetra Tech, I was in charge of a team of radiation control technicians ("RCTs") engaged in radiological remediation of soil at HPNS.** I was aware that Tetra Tech had been hired by the United States Navy ("U.S. Navy") to perform the radiological remediation at HPNS. My employment with Tetra Tech terminated in December 2013. [Emphasis Added]

While working for Tetra Tech, I reported to a Tetra Tech HPNS Project Manager, and a Tetra Tech HPNS Lead Superintendent, among others. The RCT's I supervised worked for Tetra Tech subcontractor Radiological Survey & Remedial Services, LLC ("RSRS").

I understood that the radiological remediation of HPNS was being conducted by Tetra Tech for the U.S. Navy under established sampling guidelines and protocols. My job at HPNS required me comply with a Task Specific Plan ("TSP") which identified, for a Building Series or Area, the number and type of survey units that were to be sampled at specific locations. In general, I would receive directions on a daily basis, including a survey unit map, identifying the sampling locations for a particular survey unit. Once the

Tetra Tech engineers marked these locations, I would supervise the sampling of them by my RCTs.

The RCTs were expected to take soil from each marked sampling location, bag and label the sample, and then send it to a laboratory for an analysis of, among other data, any radionuclides of concern. Chain of custody ("COC') forms and tags showing the precise location of each soil extraction as identified on the survey map were required for each sample. I was aware that information from the chain of custody forms, including the sample locations, was incorporated into the sampling analysis reports prepared by Tetra Tech and emailed to the U.S. Navy.

During my work at HPNS, I was aware of U.S. Navy testing protocols which mandated that if a laboratory analysis determined a sample of collected soil to be "hot"--that is, containing a higher-than-allowable level of radionuclides of concern--then additional remediation, including more sampling, of that survey unit was to be undertaken until all new collected samples passed laboratory analysis. [Emphasis Added]

During 2012, in direct contravention of the relevant U.S. Navy testing protocols, I obtained "clean" dirt from an area north of Buildings 253 and 211 at HPNS and substituted it for dirt taken from survey units in the North Pier area of HPNS. To effect this illegal switching, I drove my company truck to the area north of Buildings 253 and 211 and filled a five-gallon bucket with "clean" serpentinite soil from an area I knew to be outside the relevant marked survey unit. I then drove the clean dirt back to a "conex box"-style trailer. Once I was inside the conex, I emptied the "legitimate" soil samples previously collected by RCT's from their sampling bags into an empty bucket, and substituted the clean serpentinite soil into each sampling bag. [Emphasis Added]

I did not alter the markings made earlier on the sampling bags by the RCTs, which included the sample number, time, and date. **I then placed a bar code sticker on an outer bag for each sample. A copy of this bar code sticker was also affixed to a chain of custody ("COC") form for each sample.** The sticker was meant to identify the survey unit location the soil was taken from. **By switching the soil inside the sampling bag, I knew that the data on the COCs, many of which I signed, was false. I also knew that the false data on these COCs was incorporated into maps and reports made by Tetra Tech and submitted to the U.S. Navy for the purpose of demonstrating that the area had been successfully remediated.** [Emphasis Added]

On or about May 31, 2012, I fraudulently switched soil for four survey units on the North Pier of HPNS: Survey Units 1,8,10, and 11. For Survey Unit I, specifically recall replacing the soil samples with soil I had collected from a clean area. [Emphasis Added]

(3) I agree to give up all rights that I would have if I chose to proceed to trial, including the rights to a jury trial with the assistance of an attorney; to confront and cross-examine government witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth Amendment claims; to any

further discovery from the government; and to pursue any affirmative defenses and present evidence.

18. I confirm that my decision to enter a guilty plea is made knowing the charges that have been brought against me, any possible defense, and the benefits and possible detriments of proceeding to trial. I also confirm that my decision 10 plead guilty is made voluntarily, and no one coerced or threatened me to enter into this Agreement…." (See Exhibit 4)

TETRA TECH'S ADMISSIONS SUBSTITUTING CLEAN SOIL FOR RADIATIVE SOIL IN SUPERVISOR STEPHEN C. ROLFE'S FEDERAL CRIMINAL GUILTY PLEA

107. I, Stephen C. Rolfe, and the United States Attorney's Office for the Northern District of California (hereafter "the government") enter into this written Plea Agreement (the "Agreement") pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

"The Defendant's Promises

(1) I agree to plead guilty to Count One of the captioned Information charging me with destruction, alteration, or falsification of records in federal investigations and bankruptcy, in violation of 18 U.S.C. § 1519. I agree that the elements of the offense are as follows: (1) I knowingly altered, falsified, or made a false entry in a record or document; (2) with the intent to impede, obstruct or influence the investigation or proper administration of any matter or in contemplation of or in relation to any such matter; (3) within the jurisdiction of an agency of the United States.

I agree that the maximum penalties are as follows:

a.	Maximum prison term	20 years
b.	Maximum fine	$250,000, or twice gain/loss
c.	Maximum supervised release term	3 years
d.	Restitution	To be determined
e.	Mandatory special assessment	$100
f.	Forfeiture	

(2)I agree that I am guilty of the offense to which I am pleading guilty and I agree that the following facts are true.

In or about September or October 2007, I was hired by Radiological Survey and Remedial Services, LLC., commonly known as RSRS. Thereafter, **in approximately 2008, I became a supervisor at Tetra Tech EC, Inc**. ("Tetra

Tech"), in charge of a team of radiation control technicians ("RCTs") engaged in the radiological remediation of soil at the former Hunters Point Naval Shipyard ("HPNS") located in the Bayview District of San Francisco, California. I served in that role until approximately August 2014. I was aware that Tetra Tech had been hired by the United States Navy ("U.S. Navy") to perform the radiological remediation at HPNS. [Emphasis Added]

While working for Tetra Tech, I reported to a Tetra Tech HPNS Project Manager, and a Tetra Tech HPNS Lead Field Superintendent, among others. During this time period, RSRS was a sub-contractor of Tetra Tech and I supervised several RSRS RCTs.

I understood that the radiological remediation of HPNS was being conducted by Tetra Tech for the U.S. Navy under established sampling guidelines and protocols. My job at HPNS required me to comply with a Task Specific Plan ("TSP") which identified, for a Building Series or Area, the number and type of survey units that were to be sampled at specific locations. In general, I would receive directions on a daily basis, including a survey unit map, identifying the sampling locations for a particular survey unit. Once the Tetra Tech engineers marked these locations, I would supervise the sampling of them by my RCTs.

Once the engineers had marked the survey unit sampling locations, the RCTs were expected to take soil from each marked sampling location, bag and label the sample, then send it to a laboratory for an analysis of, among other data, any radionuclides of concern. Chain of custody forms and tags showing the precise location of each soil extraction as identified on the survey map were required for each sample. In addition to these chain of custody forms and tags, I was also required to fill out a daily "Building/Site Area Report and Survey Unit Tracking Sheet ('survey unit tracking sheet')," which indicated the number of samples taken each day from a specific survey unit to document my team's daily activities. I was aware that information from the chain of custody forms, including the sample locations, was incorporated into the sampling analysis reports made by Tetra Tech and emailed to the U.S. Navy.

During my work at HPNS, I was aware of U.S. Navy testing protocols which mandated that if a laboratory analysis determined a sample of collected soil to be "hot"-that is, containing a higher than allowable level of radionuclides of concern-then additional remediation, including more sampling, of that survey unit was to be undertaken until all new collected samples passed laboratory analysis.

During 2012, I told the RCTs on my team to get "clean dirt" from areas known to be clean and taken from outside the marked survey unit areas to use as substitute samples for the dirt from the marked survey unit. did this so that the survey unit would pass the laboratory analysis and not require further remediation. [Emphasis Added]

I am aware of at least two different sources of dirt for clean samples, "green dirt" from certain locations known to be clean and "brown dirt" from a pile formerly located on H Street, southeast of Building 606 at HPNS. **During**

this time period, I estimate that I told my RCTs to get clean dirt outside the designated survey units on approximately twenty occasions. On multiple occasions the switching of this dirt was done inside a "conex" trailer on site in my presence. I knew on these occasions that the soil locations reported in the chain of custody forms and the survey unit tracking sheets for these samples were false, that is, that the locations reported on the forms regarding where the soil came from were untrue. I would estimate that there were between ten to twenty occasions when saw a chain of custody from being filled out when I knew the data on the form was inaccurate. I directed the RCTs to switch soil for samples 81-100 for Survey Unit 22, taken on August 23, 2012. On that occasion, I falsified data on the survey unit tracking sheet in that] stated on the form the soil came from within that Survey Unit when I know it did not. I also know that the sampling data from Survey Unit 22 incorporated into the map and analyses sent by Tetra Tech to the U.S. Navy on August 29, 2012 was false. [Emphasis Added]

I did not receive extra compensation for substituting "clean" soil for potentially contaminated soil in a survey unit. **My motivation came from pressure applied by the Tetra Tech supervisors. One told me on multiple occasions to "get the hell out of that area," in reference to a particular survey unit that was not testing clean. Another told me on more than one occasion that we were "not remediating the whole goddam site." An Assistant HPNS Project Manager told me on numerous occasions to "get clean dirt."** I understood these statements as a direction to go outside the appropriate survey unit and get dirt from other areas that was known to be clean, that is not containing excessive levels of radiation. I knew that my conduct would impede the proper investigation and administration of the radiological remediation being undertaken by the U.S. Navy at HPNS. [Emphasis Added]

(3) I agree to give up all rights that I would have if I chose to proceed to trial, including the rights to a jury trial with the assistance of an attorney; to confront and cross-examine government witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth Amendment claims; to any further discovery from the government; and to pursue any affirmative defenses and present evidence.

18. I confirm that my decision to enter a guilty plea is made knowing the charges that have been brought against me, any possible defense, and the benefits and possible detriments of proceeding to trial. I also confirm that my decision 10 plead guilty is made voluntarily, and no one coerced or threatened me to enter into this Agreement." [Emphasis Added] (See Exhibit 5)

VI. DAMAGES

Workers leaving the shipyard, World War II, circa 1943

108. "Tens of thousands of Black workers were recruited from the South to work in Bay Area shipyards. Here, in a photo taken around 1943, workers at the Hunters Point Naval Shipyard have finished the day's shift and are headed home. Some 10,000 of them lived adjacent to the shipyard in Hunters Point. Many of their descendants still do, and they recall their relatives dying of diseases from exposure to the radioactivity and multiple toxins that were and are ubiquitous there."[9] The BAYVIEW HUNTERS POINT RESIDENTS are still, as we speak, dying from exposure to radioactivity and a toxic stew of deadly poisons in the air they breathe, in the water they drink, in their homes where they spend most of their living time, with their

[9] Showdown! Radiological data fraud at Hunters Point Shipyard 2018 January 29, 2018 by Ahimsa Porter Sumchai, M.D, A former physician specialist with the San Francisco Department of Public Health and former attending physician for the Palo Alto VAH Environmental Registry.

children suffering from asthma, mothers sick with breast cancer, fathers struggling with cardiovascular diseases and families suffering with a myriad of other toxic caused illnesses.

109. "[T]he cost of medical monitoring is a compensable item of where the proofs demonstrate, through reliable medical expert testimony, that the need for future monitoring is a reasonably certain consequence of a plaintiff's toxic exposure and that the recommended monitoring is reasonable"[10] *Potter v. Firestone Tire Rubber Co*. (1993) 6 Cal.4th 965, at p. 1009).

110. Radioactive Components Identified as Contaminants of Concern on Hunters Point Ship Yard:[11]

Bismuth 214	Kidney damage
Cesium 137	Thyroid cancer; Increases risk of cancer; Bone marrow failure; and Reproductive effects.
Cobalt 60	Associated carcinogen in humans; Sterility.
Plutonium 239	Cancer of the lungs, liver, bone and bone marrow.
Radium 226	Bone cancer
Strontium 90	Human carcinogen; Cancer of the bone, nose, lungs, skin Leukemia;

[10] There is now sufficient mechanistic and epidemiological evidence to accept that exposure to external ionising radiation at low doses < 100 mSv is a risk factor for dementia." Christopher Busby, *A Risk Coefficient for Radiation-Induced Dementia,* June 14, 2018, http://www.scirp.org/Journal/PaperInformation.aspx?PaperID=85279

[11] **Wilma Subra** Chemist / Technical Adviser

Mrs. Subra holds degrees in Microbiology/Chemistry from the University of Southwestern Louisiana. She received the MacArthur Fellowship "Genius" Award from the MacArthur Foundation for helping ordinary citizens understand, cope with and combat environmental issues in their communities and was one of three finalist in the Environmental Category of the 2004 Volvo for Life Award. Was selected in 2011 as one of the 'Lifetime Remarkable Woman' and most recently won the 2011 Global Exchange, Human Rights Award for her ongoing work with the BP Oil Spill and the communities affected by it.

	Cancer due to damage to genetic material in cells.

The radioactive components have extremely long half lives, and will remain in the environment hundreds to thousands of years. Thus, if the radioactive components are not addressed on the former Hunters Point Ship Yard, they have the potential to migrate off the former Ship Yard site in the form of particulate emissions as well as potential contaminants in ground water and serve as a source of Fear of Cancer to Bay View community members and potential future occupants on the ship yard property.

In the areas where the radioactive components still remain unaddressed on the ship yard property, other toxic chemicals are also known to be present. These toxic chemicals consist of volatile organic compounds, semi-volatile organic compounds, polynuclear aromatic hydrocarbons, PCBs, pesticides, petroleum hydrocarbons and dioxins and furans. These toxic chemicals are also know to cause a variety of cancers and serve as a source of Fear of Cancer to Bay View community members and potential future occupants on the ship yard property.

Applying the methodology of Probability of Causation, and based on my discussions with Bay View Hunters Point Residents' in 2010 and in June 2018, including visiting the HPNS, and having read the guilty pleas of the TTEC supervisors, admitting to taking “"clean" dirt from an area north of Buildings 253 and 211 at HPNS and substituted it for dirt taken from survey units in the North Pier area of HPNS”, plus review of the sworn declarations of several whistleblowers confirming the supervisors criminal admissions, it is my opinion to a reasonable reliable scientific probability that the risk of developing cancer in the BHPR has significantly increased by the additional radiation releases from TTEC’s admitted actions of leaving radioactive soil in the ground at the ship yard. Further, it is my opinion that TTEC’s actions have resulted in significant actual risk of cancer or other toxic related illnesses to the BHPR. These facts support my opinion of the reasonableness of Fear of Cancer to Bay View community members.[12]

111. Bayview Hunters Point Residents have suffered economic and non-economic damages, including, but not limited to, the following:

A. ECONOMIC

[12] Id.

1. MEDICAL BILLS

2. MEDICAL MONITORING--NEXT FIVE (5) GENERATIONS

3. PROPERTY DAMAGE

4. COST OF URGENT SCREENING AND TESTING FOR RADIATION RELATED ILLNESSES

5. DIMINUTION IN HOME VALUES DUE TO GROUND WATER CONTAMINATION

6. LOST INCOME

112. On information and belief, the NAVY has sent out to Bayview Hunters Point Residents "Deed notification that soil below the groundwater table in remediated areas may be contaminated."

B. NON-ECONOMIC

FEAR

ANXIETY

LOSS OF ENJOYMENT OF LIFE

MENTAL DISTRESS

EMOTIONAL DISTRESS

PAIN

HUMILIATION

SUFFERING

VII. CLASS ACTION ALLEGATIONS

113. PLAINTIFFS bring this lawsuit as a class action and on behalf of themselves and all others who are similarly situated. The class is composed of all persons who are RESIDENTS OF BAYVIEW HUNTERS POINT, consisting of individuals who have been living, working, attending school or had substantial contact with the community from 2004 to present.

114. The geographic parameter of the BAYVIEW HUNTERS POINT RESIDENTS is limited to the last, 2010, census tract populations as similarly situated.[13]

115. The members of the class are so numerous, approximately 38,484 Residents, that joining them all individually would be impracticable. PLAINTIFFS don't know the exact number of the members of the class at this time, but the number and identity of the class members is easily ascertainable through DEFENDANTS' business records.

116. PLAINTIFFS have the same interest in this matter as all other members of the class.

117. PLAINTIFFS' claims are typical of all the members of the class.

118. A well-defined community of interest in the questions of law and fact involving all members of the class exists.

119. Common questions of law and fact predominate over questions that may affect only individual class members.

120. Questions of law include:

a. Common The nature and application of DEFENDANTS' statutory and common law duties to avoid unfair and fraudulent business practices;

b. The nature and application of DEFENDANTS' statutory and common law duties to avoid false and misleading communications about the remediation of radiation and toxins at the HPNS, which is causing harm, fear, mental and emotional distress to all PLAINTIFFS;

c. The nature and application of the DEFENDANTS' duties with respect to the operation, management and supervision of the soil remediation and clean-up operation of the HPNS;

d. DEFENDANTS' applicable standard of care with respect to the operation, management and supervision of the soil remediation and clean-up operation of the HPNS.

[13] See Exhibit 1, Census Tract Map

121. Common questions of fact include:

a. Did DEFENDANTS breach their statutory and common law duties to avoid unfair and fraudulent business practices?

b. Did DEFENDANTS breach their statutory and common law duties to avoid false and misleading communications about the soil remediation and clean-up operation of the HPNS?

c. Did DEFENDANTS breach their duties with respect to the operations, management and supervision of the soil remediation and clean-up operation of the HPNS?

d. What is the measure of restitution, including medical bills, costs for medical monitoring, and other costs DEFENDANTS owe to PLAINTIFFS and class members resulting from the breach of their duties with respect to operations, management and supervision of the soil remediation and clean-up operation of the HPNS?

122. PLAINTIFFS' claims are typical of all class member claims because all class members' claims for equitable relief and restitution arise from DEFENDANTS' failure to carry proper and professional soil remediation and clean-up of radiation and toxic carcinogenic materials as DEFENDANTS were contracted to do for the benefit of PLAINTIFFS. Instead, DEFENDANTS engaged in unfair and fraudulent business practices, false and misleading statements, breach of the duty of good faith and fair dealing, and bad faith breach of third party beneficiary contract.

123. The evidence and the legal issues regarding DEFENDANTS' wrongful conduct are substantially identical for PLAINTIFFS and all of the class members.

124. DEFENDANTS have acted or failed to act on grounds generally applicable to all class members, making equitable relief—e.g., restitution to each class member—appropriate to the class as a whole.

125. The court should certify the class because common questions of law and fact predominate over individual questions. Legal issues regarding duty and standard of care are

common to all class members' claims. Factual issues regarding breach and the measure of restitution are common to all class members' claims. For example, the financial detriment suffered by each member of the class may be determined with respect to the difference between the fair market value of the medical treatments, medical monitoring or other costs common to the class as a whole. The financial detriment to all class members is directly caused by DEFENDANTS promising—but not delivering—a remediated clean HPNS consistent with applicable federal and state safety and requirements, and DEFENDANTS' failure to monitor, manage, maintain and best practices to prevent release of radioactive and toxic carcinogenic materials into the air, homes, property and persons of Class Members.

126. A class action is superior to all other available procedures for the fair and efficient adjudication of these claims. Even if any individual class member could afford individual litigation, it would be unduly burdensome to the courts in which the separate lawsuits would proceed. A single class action is preferable to separate, individual lawsuits because it provides the benefits of unitary adjudication, economies of scale, and comprehensive adjudication by a single court.

127. **PLAINTIFFS DANIELLE CARPENTER** and **CATHERINE MUHAMMAD** are educated, articulate, professionals who will fairly and adequately protect the interests of the members of the class. PLAINTIFFS do not have interests that are contrary to or in conflict with those of the members of the class they seek to represent. PLAINTIFFS' undersigned counsel is experienced and capable of managing a class action of this anticipated size and complexity, and will vigorously prosecute the class claims.

128. The prosecution of separate, individual lawsuits by individual members of the class would create a risk of inconsistent or contradictory findings of fact and law—which could impose incompatible standards of conduct for DEFENDANTS—and would lead to repetitious trials of the numerous common questions of fact and law. PLAINTIFFS know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action. As a result, a class action is superior to other available methods for the fair and efficient adjudication of these claims.

129. Class members may be identified and notified of developments in this class action through DEFENDANTS' billing data base, DEFENDANTS' marketing data base, DEFENDANTS' website at *http://www.tetratech.com/*, and through state or nationwide publications.

130. PLAINTIFFS and class members have suffered financial losses and irreparable harm as a result of DEFENDANTS' wrongful conduct. Without a class action, PLAINTIFFS and members of the class will continue to suffer losses, thereby allowing DEFENDANTS' wrongful conduct to proceed without remedy, and allowing DEFENDANTS to retain the proceeds of their ill-gotten profits, contrary to California law and public policy.

PRIVATE ATTORNEY GENERAL ALLEGATIONS

131. PLAINTIFFS bring these claims as private attorneys general on behalf of the class and the general public pursuant to Business & Professions Code §17204. PLAINTIFFS seek to enjoin DEFENDANTS from engaging in the unfair and fraudulent business practices alleged, and to require DEFENDANTS to make restitution of all monies wrongfully obtained through their unfair and fraudulent business practices. A private attorney general/representative action is necessary and appropriate because DEFENDANTS have engaged in the wrongful acts alleged as a general business practice.

FIRST CAUSE OF ACTION
UNFAIR AND FRAUDULENT BUSINESS PRACTICES
(Against TETRA TECH EC, INC. TETRA TECH, INC., and Does 1 to 50)

132. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

133. DEFENDANTS' wrongful conduct constitutes unfair and fraudulent business practices that can and have in fact deceived PLAINTIFFS and class members in violation of California Business & Professions Code §17200 et seq. ("UCL"), providing: "unfair competition shall mean and include any unlawful, unfair or **fraudulent business act or practice** and unfair, deceptive, untrue or misleading advertising and any act prohibited by **§ 17500. Prohibiting False or Misleading statements.**

134. California Business & Professions Code § 17500 expressly states, in pertinent part**: "**It is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to perform services, professional or otherwise… or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto…to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate… in any newspaper or other publication, or any advertising device,… or in any other manner or means whatever, including over the Internet, any statement, concerning that real or personal property or those services, professional or otherwise, or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to [perform] … those services, professional or otherwise, so advertised [or agreed] at the price stated therein….**Any violation of the provisions of this section is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a fine not exceeding two thousand five hundred dollars ($2,500), or by both that imprisonment and fine. [Emphasis Added]**

135. DEFENDANTS violated California Business & Professions Code §§ 17200-17500 by engaging in the following, but not limited to, unlawful, unfair and **fraudulent business act and practices, and unfair, deceptive, untrue or misleading statements**:

a. False and misleading representations about the remediation and clean-up of radiation and toxins at HPNS.
b. Failure to carry out the remediation and clean-up of radiation and toxins at HPNS.
c. Failure to remove, dispose and remediate, discharge, and clean up radiation and toxins from HPNS.

d. Fraudulently billing tax payers of BAYVIEW HUNTERS POINT RESIDENTS and U.S. taxpayers for services never performed nor provided, creating unjust enrichment to DEFENDANTS.

136. DEFENDANTS' criminal, wrongful, fraudulent conduct is part of an ongoing pattern and practice, a systematic course of conduct which is repeated daily at other locations pursuant to government contracts.

137. DEFENDANTS' wrongful conduct adversely impacts the public interest. DEFENDANTS' wrongful conduct is a factual and legal cause of financial harm to PLAINTIFFS and class members. PLAINTIFFS and class members would have objected to DEFENDANTS' contract with the government if the true facts were disclosed that DEFENDANTS entered into the contract to remediate HPNS with the intent to not perform the contract, but with the fraudulent, deceptive intent to "take the money and run", and the intent to leave the PLAINTIFFS in a worse environmental disaster than before because DEFENDANTS, pretending to remediate, uncovered, turned over and disturbed radioactive soil, releasing radionuclides into the air, which DEFENDANTS knew would be blowing over PLAINTIFFS.

138. DEFENDANTS knew the danger posed to the community of low income people, who are without financial means to properly protect their safety, health, and legal rights. DEFENDANTS showed a conscious disregard to the civil rights granted by the creating energy creating all creation, including the right to Life, Liberty, and the Pursuit of Happiness. DEFENDANTS would not have engaged in such reckless, criminal, life threatening conduct in their own communities, or the communities of the rich, famous and powerful. DEFENDANTS' criminal conduct is not only an intentional disregard of the lives of the BAYVIEW HUNTERS POINT RESIDENTS, but also for their offspring for the next foreseeable five (5) generations since the radionuclides DEFENDANTS deliberately, intentionally, conspiratorially left in the ground have a half-life of thousands of years. Several radioactive isotopes released by DEFENDANTS, such as iodine-131, cesium-134 and cesium-137 and strontium-90, Cesium-137 have a half-life of 30 years and remain in the environment for decades. Nuclear waste is loaded

with noble gases. The noble gases, such as xenon or krypton, are called noble because they don't react with anything. **All the noble gases are released when radioactive waste is disturbed.**

139. DEFENDANTS knew they were undertaking to perform a dangerous task on behalf of the BAYVIEW HUNTERS POINT RESIDENTS, and the San Francisco Community. DEFENDANTS knew they were engaging in an ultra-hazardous activity. DEFENDANTS knew they were handling radioactive material like Plutonium-239, which is particularly long-lived and toxic with a half-life of 24,000 years and remains hazardous for tens of thousands of years. DEFENDANTS knew that the isotope iodine-131 is easily absorbed by the thyroid. Persons exposed to releases of I-131 from any source have a higher risk for developing thyroid cancer or thyroid disease, or both. DEFENDANTS knew that Cesium-137 is also a particular threat because it behaves like potassium-40 and is taken up by cells throughout the body. Radioactivity is defined as the spontaneous decay or disintegration of the nucleus of an atom. Radioactive nuclei decompose by releasing nuclear radiation consisting of high-energy particles or photons.[14] DEFENDANTS knew that "the amount of radiation released by a radioactive material depends on its rate of decay. Potassium-40 is considered a very long-lived radioisotope—it takes an extremely long time for decay to occur. "The rate at which a radioisotope decays is most conveniently described by the half-life, which is defined as the time required for one-half of the atoms of a radioisotope to emit radiation and decay to products. For potassium-40, the half-life is $1.28 \times 10/9$ years."[15]

140. DEFENDANTS, at all relevant times, knew additionally, that Cs-137 has a long, 30-year-half-life and causes acute radiation sickness, and increases the risk for cancer because of exposure to high-energy gamma radiation. Internal exposure to Cs-137, through ingestion or inhalation, allows the radioactive material to be distributed in the soft tissues, especially muscle tissue, exposing these tissues to the beta particles and gamma radiation and increasing cancer risk. Radiation causes mutations in DNA, resulting in birth defects in future generations and offspring.

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[14] https://www.flinnsci.ca/api/library/Download/f3dfdff2c4854ad99a385f5e2110b2d4

[15] Id.

141. DEFENDANTS, at all relevant times, knew Strontium-90 behaves like calcium, and tends to deposit in bone and blood-forming tissue (bone marrow). 20–30% of ingested Sr-90 is absorbed and deposited in the bone. Internal exposure to Sr-90 is linked to bone cancer, cancer of the soft tissue near the bone, and leukemia. The risk of cancer increases with increased exposure to Sr-90.[16]

142. DEFENDANTS, at all relevant times, knew when radiation is released or leaks, it contaminates the environment and poses a serious health threat to humans and other species. The greater the concentration of radiation that escapes, the higher the risk to humans, creating an enhanced threat to human health. Radiation does not readily break down and does not biodegrade in the ground or water or apparatus exposed to it. Research shows that it will persist in the environment for decades, since even a half-life in excess of 77 years is far longer than the life expectancy of humans exposed to it.

143. Epidemiological studies of ionizing radiation show it causes dementia, specifically the problem of Krypton-85 and its affinity for fatty brain tissue. Studies have shown that Krypton has a 9-fold higher solubility in fats than in water and therefore it would concentrate in the myelin sheathing of nerves and other tissues of the brain which contain large amounts of lipid. Studies show that there is a statistically significant 2-fold excess risk of dementia in people who are experiencing prolonged exposure to radiation.[17]

144. PLAINTIFFS and class members request that the court enter such orders as may be necessary to restore to PLAINTIFFS and class members all sums which DEFENDANTS wrongfully acquired by means of unfair and fraudulent conduct, as provided in Business & Professions Code §17203, Civil Code §3345, and for other appropriate relief.

145. Injunction Relief; Court Orders: Business & Professions Code §17203 states: "Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment

[16] http://en.wikipedia.org/wiki/Radiation_effects_from_the_Fukushima_Daiichi_nuclear_disaster

[17] Supplementary Expert Report on Causation in case of Lawson v. General Electric, Christopher Busby PhD

by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. Any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure."

146. DEFENDANTS' unlawful and criminal misconduct was deliberate, and undertaken with oppression, fraud or malice within the meaning of *California Civil Code § 3294*, justifying an award of exemplary damages sufficient to punish DEFENDANTS and to deter them from such misconduct in the future.

WHEREFORE, PLAINTIFFS pray judgment as hereinafter set forth.

SECOND CAUSE OF ACTION
FALSE AND MISLEADING STATEMENTS
(Against TETRA TECH EC, INC. TETRA TECH, INC., and Does 1 to 50)

147. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

148. DEFENDANTS' wrongful conduct constitutes unfair and fraudulent business practices that have in fact deceived PLAINTIFFS and class members in violation of California Business & Professions Code § 17500.

149. DEFENDANTS made untrue and misleading statements about the implementation, execution, disposition, discharge, clean-up, and remediation of radiation and toxins at HPNS.

150. DEFENDANTS failed to carry out the terms and conditions of the 1.1 Billion Dollars Contract with the Navy, entered into for the benefit of the San Francisco Community, including the community of the BAYVIEW HUNTERS POINT RESIDENTS.

151. DEFENDANTS' misleading statements are the following:

> "At Tetra Tech, we seek clear, sustainable solutions that improve quality of life. We take this responsibility seriously because Tetra Tech's work often places us at the center of our clients' environmental, safety, and sustainability challenges.

These challenges often involve the opinions of public, industry, and government stakeholders who seek Tetra Tech's advice on complex issues. We have helped thousands of towns, cities, industries, and governments find sustainable solutions to complex issues concerning resource management and infrastructure.

To provide solutions to these challenges, we believe in maintaining our technical objectivity. We have earned our reputation for technical objectivity over more than five decades.

We have designed progressive, green buildings in New York City, helped the U.S. Department of Defense with pollution prevention and clean-up, and helped many Fortune 500 companies balance environmental needs with business goals. We are helping Vancouver achieve its goal of becoming the greenest city in the world. Tetra Tech companies hold memberships with the U.S. Green Building Council and the Chicago Climate Exchange.

We also encourage our professionals to participate in outreach programs to help improve the communities in which they live and work. Tetra Tech associates and offices around the globe participate in many financial, in-kind, volunteer, and pro bono activities each year."[18]

152. DEFENDANTS' self-serving statements are false, as the evidence proves in this case. The preponderance of evidence proves that DEFENDANTS falsified soil samples; covered over, and covered-up radioactive killer toxins in the trenches; switched "Hot" radioactive soil for clean soil to pass inspection in order to get money; ordered employees to engage in fraudulent alteration and spoliation of chain of custody records; intentionally sending trucks loaded with dirt under the cover of night when the Geiger Counter Monitors were turned off so as to avoid radiation detection or lack thereof. This illegal, criminal misconduct was designed with a scheme of misleading the Navy, the EPA and the BAYVIEW HUNTERS POINTS RESIDENTS. This

[18] http://www.tetratech.com/en/social-responsibility

conduct is antithetical to the representations and statements such as "At Tetra Tech, we seek clear, sustainable solutions that improve quality of life. We take this responsibility seriously because Tetra Tech's work often places us at the center of our clients' environmental, safety, and sustainability challenges." This internet statement is a violation of the law.

153. DEFENDANTS' statements and representations that they were cleaning, and removing the radioactive materials from HPNS, coupled with the representations on their website and their publications that they "…believe in maintaining our technical objectivity. We have earned our reputation for technical objectivity over more than five decades"--these representations induced justifiable reliance in the BAYVIEW HUNTERS POINTS RESIDENTS that they were safe. Now they are afraid. They are gripped with fear of contracting cancer, more asthma, breast cancer, testicular cancer, thyroid cancer, and the host of others medical conditions the HPNS has inflicted upon them.

154. As a direct result of DEFENDANTS' violation of §17500, DEFENDANTS have been and will be unjustly enriched at the expense of PLAINTIFFS, class members, and the general public.

155. Pursuant to §17535, PLAINTIFFS and class members seek an order awarding PLAINTIFFS and class members restitution of all monies wrongfully acquired by the DEFENDANTS by means of false statements, plus interest and attorneys' fees pursuant to, inter alia, CCP § 1021.5.[19]

156. DEFENDANTS' acts, conduct and behavior proximately caused harm and damage to the PLAINTIFFS, including personal injury, pain, anxiety, mental and emotional distress, discomfort, fear, incontinence, suffering, property damage, loss of enjoyment of their property and life, the need for periodic examination and treatment, as well as economic losses

[19] Upon motion, a court may award attorneys' fees to a successful party against one or more opposing parties in any action which has resulted in the enforcement of an important right affecting the public interest if: (a) a significant benefit, whether pecuniary or nonpecuniary, has been conferred on the general public or a large class of persons, (b) the necessity and financial burden of private enforcement, or of enforcement by one public entity against another public entity, are such as to make the award appropriate....

including loss of earnings, stigma damages, the cost of obtaining potential cure, and other needless expenditures of time and money.

157. DEFENDANTS' misconduct was deliberate, and undertaken with oppression, fraud or malice within the meaning of *California Civil Code § 3294*, justifying an award of exemplary damages sufficient to punish DEFENDANTS and to deter them from such misconduct in the future.

WHEREFORE, PLAINTIFFS pray judgment as hereinafter set forth.

THIRD CAUSE OF ACTION
NEGLIGENCE FEAR OF CANCER
(Against TETRA TECH EC, INC. TETRA TECH, INC., and Does 1 to 50)

158. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

159. **CALIFORNIA JURY INSTRUCTION:** 1623 Provides: Negligence-Recovery of Damages for Emotional Distress--No Physical Injury-Fear of Cancer, or radiation or toxic caused illness, Malicious, Oppressive, or Fraudulent Conduct-Essential Factual Elements.

160. BAY VIEW HUNTERS POINT RESIDENTS claim that DEFENDANTS TETRA TECH acted with malice or oppression, or fraudulent or intent in exposing to them to carcinogen and toxic substance, and that this conduct caused BAY VIEW HUNTERS POINT RESIDENTS to suffer serious emotional distress. The preponderance of the evidence proves each of the elements t**o establish this claim in favor of BAY VIEW HUNTERS POINT RESIDENTS who must prove all of the following five (5) Elements:**

1. That BAY VIEW HUNTERS POINT RESIDENTS were exposed to a radiation related injury, a FEAR of cancer or radiation or toxins related illness as a result of DEFENDANTS TETRA TECH'S negligent conduct;

2. That TETRA TECH acted with malice/oppression/fraudulent intent because

A. THAT TETRA TECH intended to cause injury to BAY VIEW HUNTERS POINT RESIDENTS; **OR**

B. TETRA TECH'S conduct was despicable and was carried out with a willful or conscious disregard of BAY VIEW HUNTERS POINT RESIDENTS' rights or safety; **OR**

C. TETRA TECH'S conduct was despicable and subjected BAY VIEW HUNTERS POINT RESIDENTS to cruel and unjust hardship in conscious disregard of BAY VIEW HUNTERS POINT RESIDENTS' rights; **OR**

D. TETRA TECH Intentionally misrepresented or concealed a material fact known to TETRA TECH, intending to cause BAY VIEW HUNTERS POINT RESIDENTS harm;

3. That BAY VIEW HUNTERS POINT RESIDENTS suffered serious emotional distress from a fear that they will develop cancer, as a result of the exposure;

4. That reliable medical or scientific opinion confirms that BAY VIEW HUNTERS POINT RESIDENTS' risk of developing cancer was significantly increased by the exposure and has resulted in an actual risk that is significant; and

5. That TETRA TECH'S conduct was a substantial factor in causing BAY VIEW HUNTERS POINT RESIDENTS serious emotional distress.

Emotional distress includes suffering, anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation, and shame. Serious emotional distress exists if an ordinary, reasonable person would be unable to cope with it. "Despicable conduct" is conduct that is so mean, vile, base, or contemptible that it would be looked down on and despised by reasonable people.

161. An estimated 20 schools are located within a one mile radius of the Hunters Point shipyard and in 2006, children playing outdoors on a hillside adjacent to grading activities developed a range of cardiorespiratory symptoms and signs of exposure to dust containing asbestos and particulates in concentrations above that allowed by law. According to Your Neighborhood at a Glance prepared by Harder + company community (research for the San

Francisco Department of Public Health, Health Care Services Master Plan Community Meeting held on March 22, 2012), 65% of Bayview Hunters Point residents perceive their safety during the day to be very unsafe or unsafe compared with a citywide average of 26%. Adding to the enormous burden of cardiopulmonary disease documented among residents of 94124, there is the cumulative psychological trauma introduced by chronic exposure to known toxins from adjacency to a Federal Superfund site undergoing remediation.[20]

162. PLAINTIFFS' Experts provide "reliable medical or scientific opinion" confirming that BAY VIEW HUNTERS POINT RESIDENTS' risk of developing cancer was significantly increased by the exposure and has resulted in an actual risk that is significant.

163. PLAINTIFFS' injuries, damages, losses, fear and harm are the kind of harm that would be anticipated as a result of the risk created by exposure to a radiation release of the nature and kind that was released at HPNS.

164. DEFENDANTS' acts, conduct and behavior proximately caused harm and damage to the PLAINTIFFS, including personal injury, pain, anxiety, mental and emotional distress, discomfort, fear, incontinence, suffering, property damage, loss of enjoyment of their property and life, the need for periodic examination and treatment, as well as economic losses including loss of earnings, stigma damages, the cost of obtaining potential cure, and other needless expenditures of time and money.

165. DEFENDANTS' misconduct was deliberate, and undertaken with oppression, fraud or malice within the meaning of *California Civil Code § 3294*, justifying an award of exemplary damages sufficient to punish DEFENDANTS and to deter them from such misconduct in the future.

WHEREFORE, PLAINTIFFS pray judgment as hereinafter set forth.

[20] Ahimsa Porter Sumchai, M.D. A former physician specialist with the San Francisco Department of Public Health and former attending physician for the Palo Alto VAH Environmental Registry,

FOURTH CAUSE OF ACTION
STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITIES
(Against TETRA TECH EC, INC. TETRA TECH, INC., and Does 1 to 50)

166. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

167. DEFENDANTS, and each of them, engaged in an ultra-hazardous activity that caused harm, damages, losses, injuries, including fear of contracting cancer, birth defects for their children, born and unborn, and economic and non-economic damages.

168. DEFENDANTS, and each of them, are responsible for that harm, injuries, damages, both economic and noneconomic because DEFENDANTS engaged in remediation of nuclear waste, radioactive materials, an ultra-hazardous activity at HPNS.

169. PLAINTIFFS' injuries, damages, losses, fear and harm are the kind of harm that would be anticipated as a result of the risk created by exposure to a radiation release as the nature and kind that was released at HPNS.

170. DEFENDANTS' acts, conduct and behavior proximately caused harm and damage to the PLAINTIFFS, including personal injury, property damage, loss of enjoyment of their property and life, the need for periodic examination and treatment, as well as economic losses including loss of earnings, stigma damages, the cost of obtaining potential cure, and other needless expenditures of time and money. PLAINTIFFS will continue to incur losses and damage in the future. Based on PLAINTIFFS' repeated exposure to ionizing radiation, PLAINTIFFS have a reasonable fear that said exposure more likely than not increases their risk of developing cancer in the future.

171. DEFENDANTS' acts, conduct and behavior proximately caused harm and damage to the PLAINTIFFS, including personal injury, pain, anxiety, mental and emotional distress, discomfort, fear, incontinence, suffering, property damage, loss of enjoyment of their property and life, the need for periodic examination and treatment, as well as economic losses including loss of earnings, stigma damages, the cost of obtaining potential cure, and other needless expenditures of time and money.

172. DEFENDANTS' misconduct was deliberate, and undertaken with oppression, fraud or malice within the meaning of *California Civil Code § 3294*, justifying an award of exemplary damages sufficient to punish DEFENDANTS and to deter them from such misconduct in the future.

WHEREFORE, PLAINTIFFS pray judgment as hereinafter set forth.

FIFTH CAUSE OF ACTION
VIOLATION OF PROPOSITION 65
(Against TETRA TECH EC, INC. TETRA TECH, INC., and Does 1 to 50)

173. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

174. Proposition 65 California Health and Safety Code sections 25249.5 - 25249.13 imposes: "Prohibition On Contaminating Drinking Water With Chemicals Known to Cause Cancer or Reproductive Toxicity. No person in the course of doing business shall knowingly discharge or release a chemical known to the state to cause cancer or reproductive toxicity into water or onto or into land where such chemical passes or probably will pass into any source of drinking water, notwithstanding any other provision or authorization of law except as provided in Section 25249.9.

175. Proposition 65 Section 25249.6 states: "Required Warning Before Exposure To Chemicals Known to Cause Cancer Or Reproductive Toxicity. No person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual…. (a) Any person that violates or threatens to violate Section 25249.5 or 25249.6 may be enjoined in any court of competent jurisdiction. (b) (1) Any person who has violated Section 25249.5 or 25249.6 shall be liable for a civil penalty not to exceed two thousand five hundred dollars ($2,500) per day for each violation in addition to any other penalty established by law. That civil penalty may be assessed and recovered in a civil action brought in any court of competent jurisdiction.

176. Since 2006, DEFENDANTS failed to comply with Proposition 65 by failing to notify BAYVIEW HUNTERS POINT RESIDENTS that they were releasing radioactive

materials in the air, and by failing to give warning that DEFENDANTS were leaving, covering over, paving under, and covering up radiative materials on the grounds of HPNS.

177. DEFENDANTS admitted in 2014 that their soil samples were mishandled, but concealed that their practice and policy was to submit fake, fraudulent soil samples, switching contaminated radiative soil with clean dirt to pass the regulatory inspections.

178. DEFENDANTS' actions have caused and continued to cause harm, damages, including mental and emotional distress, anxiety, physical and physic injuries, including fear of radiation related injuries to BAYVIEW HUNTERS POINT RESIDENTS.

179. DEFENDANTS' acts, conduct and behavior proximately caused harm and damage to the PLAINTIFFS, including personal injury, pain, anxiety, mental and emotional distress, discomfort, fear, incontinence, suffering, property damage, loss of enjoyment of their property and life, the need for periodic examination and treatment, as well as economic losses including loss of earnings, stigma damages, the cost of obtaining potential cure, and other needless expenditures of time and money.

180. DEFENDANTS' misconduct was deliberate, and undertaken with oppression, fraud or malice within the meaning of *California Civil Code § 3294*, justifying an award of exemplary damages sufficient to punish DEFENDANTS and to deter them from such misconduct in the future.

WHEREFORE, PLAINTIFFS pray judgment as hereinafter set forth.

SIXTH CAUSE OF ACTION

FRAUD
(Against TETRA TECH EC, INC., TETRA TECH, INC., and Does 1 to 50)

181. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

182. DEFENDANTS represented that they were professionals and were skilled at performing radiation remediation and that they would remove and clean-up the radioactive materials from HPNS for the exchange of Billions of dollars. DEFENDANTS lied. DEFENDANTS acted with full knowledge, plan and scheme to defraud the public, including the BAYVIEW HUNTERS POINT RESIDENTS, and did defraud the public and PLAINTIFFS as the evidence herein proves.

183. PLAINTIFFS justifiably relied to their detriment on DEFENDANTS' representations that the community was going to be "safe". Based on this reliance, BAYVIEW HUNTERS POINT RESIDENTS did not take any safety precautions such as demanding the replacement of DEFENDANTS with an honest, capable remediation company. PLAINTIFFS relied on DEFENDANTS' representations that DEFENDANTS were taking all safety measures and following the law, best practices and adhering to the standard of care for similar toxic remediation companies.

184. DEFENDANTS' acts, conduct and behavior proximately caused harm and damage to the PLAINTIFFS, including personal injury, pain, anxiety, mental and emotional distress, discomfort, fear, incontinence, suffering, property damage, loss of enjoyment of their property and life, the need for periodic examination and treatment, as well as economic losses including loss of earnings, stigma damages, the cost of obtaining potential cure, and other needless expenditures of time and money.

185. DEFENDANTS' misconduct was deliberate, and undertaken with oppression, fraud or malice within the meaning of *California Civil Code § 3294*, justifying an award of exemplary damages sufficient to punish DEFENDANTS and to deter them from such misconduct in the future.

WHEREFORE, PLAINTIFFS pray judgment as hereinafter set forth.

SEVENTH CAUSE OF ACTION
NEGLIGENCE PER SE
CRIMINAL CONVICTIONS
(Against TETRA TECH EC, INC., TETRA TECH, INC., and Does 1 to 50)

186. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

187. DEFENDANTS breached a duty owing the PLAINTIFFS, a duty arising out of the contract with the Navy to remediate HPNS. DEFENDANTS were negligent per se since they violated federal criminal law and the statutory scheme mandated in Proposition 65 expressly for the protection of the class of people in which PLAINTIFFS are members.

188. DEFENDANTS' negligence per se was a direct and proximate cause of PLAINTIFFS' damages and harm.

189. DEFENDANTS' acts, conduct and behavior proximately caused harm and damage to the PLAINTIFFS, including personal injury, pain, anxiety, mental and emotional distress, discomfort, fear, incontinence, suffering, property damage, loss of enjoyment of their property and life, the need for periodic examination and treatment, as well as economic losses including loss of earnings, stigma damages, the cost of obtaining potential cure, and other needless expenditures of time and money.

190. DEFENDANTS' misconduct was deliberate, and undertaken with oppression, fraud or malice within the meaning of California Civil Code § 3294, justifying an award of exemplary damages sufficient to punish Defendants and to deter them from such misconduct in the future.

WHEREFORE, PLAINTIFFS pray judgment as hereinafter set forth.

EIGHTH CAUSE OF ACTION
BAD FAITH BREACH OF THIRD PARTY CONTRACT
(Against TETRA TECH EC, INC., TETRA TECH, INC., and Does 1 to 50)

191. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

192. DEFENDANTS entered into a contract with the Navy to remediate the HPNS for the benefit of BAYVIEW HUNTERS POINT RESIDENTS and the San Francisco community. PLAINTIFFS were named in the contract as the beneficiaries to whom the benefit would flow from the discharge of the terms and conditions of the contract.

193. DEFENDANTS committed fraud, failed to honor and perform their duties under the contract, and created a failure of consideration. DEFENDANTS are liable for all of PLAINTIFFS' damages, including medical expenses and medical monitoring for the next five (5) generations.

WHEREFORE, Plaintiffs pray judgment as hereinafter set forth.

NINTH CAUSE OF ACTION
PUBLIC NUISANCE
(Against TETRA TECH EC, INC., TETRA TECH, INC., and Does 1 to 50)

194. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

195. California Civil Code section 3479: "Anything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway, is a nuisance."

196. California Civil Code section 3480 provides: "A public nuisance is one which affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal."

197. "[M]ere apprehension of injury from a dangerous condition may constitute a nuisance where it interferes with the comfortable enjoyment of property (46 C.J. § 50, p. 680), and that the injured party need not seek an abatement of the nuisance but may sue for damages. McIvor v. Mercer-Fraser Co. (1946) 76 Cal.App.2d 247, 254 [172 P.2d 758]. The public nuisance doctrine is aimed at the protection and redress of community interests and, at least in theory, embodies a kind of collective ideal of civil life which the courts have vindicated by equitable remedies since the beginning of the 16th century." People ex rel. Gallo v. Acuna (1997) 14 Cal.4th 1090, 1103 [60 Cal.Rptr.2d 277, 929 P.2d 596]. "[N]ot every interference with collective social interests constitutes a public nuisance. To qualify . . . the interference must be both substantial and unreasonable." People ex rel. Gallo, supra, 14 Cal.4th at p. 1105. "The elements 'of a cause of action for public nuisance include the existence of a duty and causation.' Public nuisance liability 'does not hinge on whether the defendant owns, possesses or controls the property, nor on whether he is in a position to abate the nuisance; the critical question is whether the defendant created or assisted in the creation of the nuisance.' " Melton v. Boustred (2010) 183 Cal.App.4th 521, 542 [107 Cal.Rptr.3d 481].

198. DEFENDANTS, and each of them, engaged in negligent, reckless, intentional, and criminal conduct by deliberately and premeditatedly leaving and placing radioactive soil in the HPNS, fully aware that dust, debris, and radionuclides would blow with the prevailing winds

over the BAYVIEW HUNTERS POINT RESIDENTS and cause life threatening permanent injuries and death.

199. BAYVIEW HUNTERS POINT RESIDENTS suffered harm because DEFENDANTS created a nuisance. DEFENDANTS, by leaving radioactive materials and other toxins at the HPNS created conditions that were harmful and injurious to health and life; were offensive to the senses; were an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life and property; unlawfully obstructed the free passage or use, in the customary manner; and created other dangerous conditions to BHPR'S property by contaminating ground water, soil for vegetation, lawns, and the quality of the air that the BAYVIEW HUNTERS POINT RESIDENTS have to breathe.

200. DEFENDANTS' intentional, illegal and criminal conduct produced dangerous conditions that affected approximately forty thousand (40,000) people at the same time.

201. Ordinary people would be reasonably annoyed, disturbed and offended by DEFENDANT'S conduct in admitting that they left radioactive soil in the densely populated residential community. DEFENDANT TETRA TECH'S criminal admission in their guilty pleas to federal crimes proves there was no social utility to DEFENDANTS' conduct. The serious deadly consequences of BAYVIEW HUNTERS POINT RESIDENTS being exposed to radioactive materials, outweigh DEFENDANTS' conduct. BAYVIEW HUNTERS POINT RESIDENTS did not consent to DEFENDANT TETRA TECH'S conduct.

202. BAYVIEW HUNTERS POINT RESIDENTS suffered injuries, losses and harms, including, but not limited to, cancer, asthma, respiratory failure, heart attack, stroke and fear of contracting other life-long injuries as well as injuries to their offspring for the next five (5) generations. The harm suffered by the BAYVIEW HUNTERS POINT RESIDENTS was different than any potential harm to the general San Francisco communities.

203. DEFENDANT TETRA TECH'S conduct was a substantial factor in causing BAYVIEW HUNTERS POINT RESIDENTS injuries, losses and harms, including, but not limited to, cancer, asthma, respiratory failure, heart attack, stroke and fear of contracting other life-long injuries as well as injuries to their offspring for the next five (5) generations.

204. DEFENDANTS' acts, conduct and behavior proximately caused harm and damage to the PLAINTIFFS, including personal injury, pain, anxiety, mental and emotional distress, discomfort, fear, incontinence, suffering, property damage, loss of enjoyment of their

property and life, the need for periodic examination and treatment, as well as economic losses including loss of earnings, stigma damages, the cost of obtaining potential cure, and other needless expenditures of time and money.

205. DEFENDANTS' misconduct was deliberate, and undertaken with oppression, fraud or malice within the meaning of California Civil Code § 3294, justifying an award of exemplary damages sufficient to punish DEFENDANTS and to deter them from such misconduct in the future.

WHEREFORE, Plaintiffs pray judgment as hereinafter set forth.

TENTH CAUSE OF ACTION
PRIVATE NUISANCE
(Against TETRA TECH EC, INC., TETRA TECH, INC., and Does 1 to 50

206. PLAINTIFFS and class members hereby incorporate allegations contain in the preceding paragraphs, as though fully set forth herein.

207. DEFENDANT TETRA TECH interfered with BAYVIEW HUNTERS POINT RESIDENTS' use and enjoyment of their land. BAYVIEW HUNTERS POINT RESIDENTS owned, leased, occupied, and controlled their property; DEFENDANT TETRA TECH, by acting or failing to act as hereinabove described, by leaving radioactive materials and other toxins at the HPNS created conditions that were harmful and injurious to health and life; were offensive to the senses; were an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life and property; unlawfully obstructed the free passage or use, in the customary manner; and created other dangerous conditions to BHPR'S property by contaminating ground water, soil for vegetation, lawns, and the quality of the air that the BAYVIEW HUNTERS POINT RESIDENTS have to breathe.

208. DEFENDANTS' intentional, illegal and criminal conduct produced dangerous conditions that affected approximately forty thousand (40,000) people at the same time. Ordinary people would be reasonably annoyed, disturbed and offended by DEFENDANT'S conduct in admitting that they left radioactive soil in the densely populated residential community. DEFENDANT TETRA TECH'S criminal admission in their guilty pleas to federal crimes proves there was no social utility to DEFENDANTS conduct. The serious deadly consequences of BAYVIEW HUNTERS POINT RESIDENTS being exposed to radioactive

materials outweigh DEFENDANTS conduct. BAYVIEW HUNTERS POINT RESIDENTS did not consent to DEFENDANT TETRA TECH'S conduct.

209. BAYVIEW HUNTERS POINT RESIDENTS suffered injuries, losses and harms, including, but not limited to, cancer, asthma, respiratory failure, heart attack, stroke and fear of contracting other life-long injuries as well as injuries to their offspring for the next five (5) generations. The harm suffered by the BAYVIEW HUNTERS POINT RESIDENTS was different than any potential harm to the general San Francisco communities.

210. DEFENDANT TETRA TECH'S conduct was a substantial factor in causing BAYVIEW HUNTERS POINT RESIDENTS injuries, losses and harms, including, but not limited to, cancer, asthma, respiratory failure, heart attack, stroke and fear of contracting other life-long injuries as well as injuries to their offspring for the next five (5) generations.

211. DEFENDANTS' acts, conduct and behavior proximately caused harm and damage to the PLAINTIFFS, including personal injury, pain, anxiety, mental and emotional distress, discomfort, fear, incontinence, suffering, property damage, loss of enjoyment of their property and life, the need for periodic examination and treatment, as well as economic losses including loss of earnings, stigma damages, the cost of obtaining potential cure, and other needless expenditures of time and money.

212. DEFENDANTS' misconduct was deliberate, and undertaken with oppression, fraud or malice within the meaning of California Civil Code § 3294, justifying an award of exemplary damages sufficient to punish DEFENDANTS and to deter them from such misconduct in the future.

WHEREFORE, PLAINTIFFS pray judgment as hereinafter set forth.

ELEVENTH CAUSE OF ACTION
For INJUNCTIVE RELIEF
(Against LENNAR, INC., FIVE POINT HOLDINGS, LLC and ALL DEFENDANTS and Does 1 to 50)

213. PLAINTIFFS and class members hereby incorporate allegations contained in the preceding paragraphs, as though fully set forth herein.

214. PLAINTIFFS conferred upon DEFENDANTS an economic benefit, in the nature of "Superfund" public funds granted for the cleanup of Bayview Hunter's Point. (UNJUST ENRICHMENT)

215. DEFENDANTS, and each of them, wrongfully and unlawfully falsified soil samples, failed to contain toxic dust, denied allegations, and endangered the local community.

216. PLAINTIFFS have repeatedly demanded that DEFENDANTS stop the development until thorough, complete, and verified test results prove that all the toxins and radioactive materials have been removed, but DEFENDANTS have ignored PLAINTIFFS' demands.

217. PLAINTIFFS have suffered and will continue to suffer irreparable injury unless and until this Court enjoins DEFENDANTS from continuing their wrongful conduct. When asked at a Hunters Point Community Meeting, on April 27, 2018, 70% of residents responded they knew someone in the area who suffers Cancer and 93% of residents responded they knew someone in the area who suffers from Asthma. DEFENDANTS' wrongful conduct is ongoing and threatens to be continued in the future.

218. PLAINTIFFS have no adequate remedy at law for the injuries suffered as an award of monetary damages would not provide an adequate remedy as because money damages cannot replace safety, health and lives lost from exposure to radiation and other toxins confirmed now at the HPNS. An INJUNCTION is the only remedy available to PLAINTIFFS to protect themselves, their children and families from the life threatening toxic SUPERFUND HPNS.

WHEREFORE, PLAINTIFFS pray judgment against DEFENDANTS as follows:

PRAYER FOR RELIEF

1. For an order requiring DEFENDANTS to show cause, if any they have, why they should not be enjoined as set forth in this complaint, during the pendency of this action;

2. For a preliminary injunction, enjoining DEFENDANTS, and each of them, and their agents, servants, and employees, and all persons acting under, in concert with, or for them to:

    a. Take "anticipatory action" to prevent harm and through exploration of current toxicity and careful analysis of courses of action in order to present the least threat to residents in Hunters Point. and;

b. Conduct an immediate Health and Safety assessment for residents, workers and students within Hunters Point in cooperation with the school districts, relevant community organizations and city task forces like SF Asthma Task Force.

c. **DEFENDANTS, and each of them, must be ordered to STOP ALL DEVELOPMENT, CONSTRUCTION, BUILDING, DIGGING, ERECTING, DISTURBING THE SOIL, DIRT, EARTH, BUILDINGS, STRUCTURES, PIPES, AND ALL ACTIVITY AT HPNS UNTIL INDEPENDENT VERIFIED REPORTS CAN BE OBTAINED SHOWING COMPLETE AND TOTAL REMEDIATION OF ALL TOXIC SUBSTANCES, INCLUDING ALL RADIOACTIVE MATERIALS FROM HPNS**. ;

3. Monetary damages in the amount of $1 Billion dollars, wrongfully stolen from the taxpayers for Unjust Enrichment, the health problems suffered by previous and current residents, and the waste of public funds received to complete the cleanup of Hunters Point.

4. For costs of suit incurred in this action; and

5. For such other and further relief as the Court deems proper.

184. WHEREFORE, further PLAINTIFFS and members of the Class request that the Court enter an order or judgment against DEFENDANTS, and each of them as named in the future, as follows:

1. For an order certifying the Class, appointing PLAINTIFFS and their counsel to represent the Class, and notice to the Class to be paid by DEFENDANTS;

2. For an injunction ordering DEFENDANTS to cease and desist from seeking to engage in any additional remediation at HPNS.

3. For an order requiring DEFENDANTS to immediately pay for medical screenings for early detection of any radiation related medical conditions.

4. For an order requiring DEFENDANTS to pay for medical monitoring for the next five (5) generations of each PLAINTIFF.

5. For a comprehensive remediation of HPNS, with three (3) independent confirmations from non-government entities and by companies selected with PLAINTIFFS' input and agreement.

6. For payment to PLAINTIFFS' class compensation damages as and for restorative justice in the amount of $27 Billion Dollars for the past and future harm, damages PLAINTIFFS will suffer and for Punitive Damages to punish DEFENDANTS for the blatant, conscious, callous disregard of BAYVIEW HUNTERS POINT RESIDENTS' lives, born and unborn, for the next five (5) generations.

7. For PLAINTIFFS' costs of the proceedings herein and pre-judgment interest ;

8. For reasonable attorneys' fees as allowed by statute;

9. For an order prohibiting DEFENDANTS' unfair and fraudulent business practices and false and misleading statements.

10. For any and all such other and further relief that this Court may deem just and proper.

Dated: JULY 2, 2018

LAW OFFICES OF BONNER & BONNER

Charles A. Bonner
Attorney for Plaintiffs

ATTACHMENT TO PARAGRAPH 15 OF OF THE FIRST AMENDED COMPLAINT FOR DAMAGES

EXHIBIT A

149 Mario Hueso
150 Adela Andrea Hueso
151 Octavio Guillermo Solorzano
152 Jeralene Henry
153 Vera L. Jackson
154 Mieshael Henry
155 Jade N. Morris by GAL, Mieshael Henry
156 Michael D. Henry Jr.
157 Deneitra Henry
158 Michael D. Henry III
159 Timothy Sean Rayford
160 Timia Rayford by GAL, Timothy Sean Rayford
161 Timothy Rayford Jr. by GAL, Timothy Sean Rayford
162 Vida Nayeli Ramirez
163 Solina Ameyali Ramirez-Herrera by GAL, Vida N. Ramirez
164 Jose Mateo Ramirez by GAL, Vida N. Ramirez
165 Danielle Satinover
166 Anthony Gian Satinover Bongiorno by GAL, Danielle Satinover
167 Mirielle L. Satinover
168 Tiffany Y. Jeffries
169 James Jeffries by GAL, Tiffany Y. Jeffries
170 Alexandria Russell
171 Samaria Russell-Foreman by GAL, Alexandria Russell
172 Donald Murphy
173 Angel Davis
174 Virginia Stringer
175 Catiussi Hoffmann
176 Jeremy Hoffmann
177 Latania Dionne Mackey
178 Damarion Cole by GAL, Tina M. Jones
179 Tina M. Jones
180 Cornell Mackey Johnson
181 Regina M. Gaffney
182 Ifeyinwa Nzerem
183 Chidole Nzerem
184 UzoamaKa Nzerem
185 Karche Krystle Bass
186 Kaylinn-Lour'de Bass by GAL, Karche Krystle Bass
187 Diana Tolliver
188 Regina Garner
189 Anthony Dillard
190 Antoinette Mobley
191 D'nique Christopher Harris-Welch
192 Carmen Pia Jenkins
193 Timothy Jenkins
194 Nicole Sharron Jenkins

195 Pettrenelia Thomas
196 Tierra Shereece Swan-Cummings
197 Winter Cummings by GAL, Tierra Swan-Cummings
198 Jeffery W. George
199 Dorothy Yvette Kelley
200 John McDonald Jr.
201 John McDonald
202 Kashina L. Garner
203 Makhi Seymore by GAL, Kashina Garner
204 Kamarah Boyden by GAL, Kashina Garner
205 Bridgette Nicole Clayborn
206 Nazir Harris by GAL, Bridgette Clayborn
207 Keith Williams by GAL, Bridgette Clayborn
208 Onyx Williams by GAL, Bridgette Clayborn
209 Lynell Carter
210 Christina Bridget Wagner
211 Jovan Reed by GAL, Christina Wagner
212 Janita Brewster
213 Prisilla Ann Breed
214 Paul Breed
215 Edward Stone Jr.
216 Francelle White
217 Jae'meel Stone by GAL, Francelle White
218 Haniyah Hamilton by GAL, Francelle White
219 Aaron Stone
220 Leona Laketa Walker
221 Isis Leinea Hammond by GAL, Leona L. Walker
222 Zharia U. Buchanan
223 Desiree L. Walker
224 Travis T. Bluford
225 Denise Marie Bradford
226 Tatiana R. Bluford
227 Constance R. Henderson
228 Loyce Marie Furlough
229 Vance Jack Jr.
230 Jazmanika Garritt
231 Jarhonda Jones
232 Jason Whittenberg
233 James Whittenberg
234 Damarco Jones
235 Demarion Jones
236 Brenda Karen Parish
237 Rita Renee Phillips
238 Roscoe Rollins
239 Valerie K. Bluford
240 George Franklin

241 Kevin Mac Rowel

242 Brianna Lanae Collins by GAL, Toni Jackson

243 Toni Jackson

244 Darrell Eugene Jackson

245 Dominic Madison Frazier by GAL, Theresa Jackson-Frazier

246 Patricia Ware

247 Lucia G. Moncada

248 Nathan Lee Powell by GAL, Nicole Powell

249 Nicole Powell

250 Brian Powell

251 Malaya D. King by GAL, Latanya Spears

252 Anthony S. Womack

253 Melvin Caldwell King

254 Latanya Nicole Spears

255 Jazzmine Russell by GAL, Latanya Spears

256 Jimmie Wayne Washington

257 Leonard Douglas Howard

258 Lonell Howard Sr.

259 Lonell Howard Jr. by GAL, Lonell Howard Sr.

260 Hattie M. Breed

261 Tarian Latasha Garner

262 Maijor I. Neely by GAL, Tarian L. Garner

263 Zoe B.O. Phillips by GAL, Tarian L. Garner

264 Chloe M.T. Phillips by GAL, Tarian L. Garner

265 Raine Gaynell Phillips by GAL, Tarian L. Garner

266 Justyce Raine Phillips by GAL, Tarian L. Garner

267 Shiela Whiltenberg

268 Jean Marshall

269 Billy Whiltenberg

270 Donnell Jones

271 Rameia Appleton

272 Ronnie Whiltenberg

273 Michael Wilson

274 Gwenisha Marie Collins

275 Dereon D. Luckett by GAL, Gwenisha Collins

276 Denise Smith

277 Gaynell Wilson

278 Michael Broom

279 Patricia L. Page-Bond

280 James L. Bond

281 Geary L. Brown Sr.

282 Sabrina Ennis

283 David Cornell Johnson

284 Erickea N. Bibbs
285 Chasity Alicia Hayes
286 Lacy D. Jackson by GAL, Chasity A. Hayes
287 Angelique N. Forbes
288 Sheila Forbes
289 Antoinique Forbes
290 Theron Spicer by GAL, Antoinique Forbes
291 Dominique Williamson
292 Cherryl M. Worley
293 Diane Oliver
294 Marian Williams
295 Leela Virginia Molex
296 Reginald Leon Oliver
297 Carolyn Lanea Evans
298 Cassius P. Wilson by GAL, Carolyn L. Evans
299 Mariyah Muhammad by GAL, Christopher Muhammad
300 Tedd Christian Robinson
301 Wywnoka Brown
302 James Carter Jefferson
303 James Jefferson III by GAL, James C. Jefferson
304 Roderick Whitley
305 Bianca Whitley by GAL, Roderick Whitley
306 Armani Jones
307 Antwon Whitley
308 Frank L. Oliver Jr.
309 Beverly A. Fails
310 Lenette Fails
311 Robert Ivy
312 Almeta Jenkins Forte
313 Patricia D. Cael
314 Teresa Cael
315 Harry Cael
316 Taneasha Cael
317 Frances Blanchard
318 Elonda Denise McCall
319 Antoinette McBride
320 Antonio McBride by GAL, Elonda D. McCall
321 Syeeda Jones
322 Rose Marie Sims III
323 Jeremiah Sims IV
324 Rose Marie Sims IV
325 Wesley Sims
326 Jeremiah Sims III
327 Diane M. Moore
328 Frederick Reed
329 Lou Ella Reed
330 Sheila Miner
331 Charlene Reed
332 Shareka Sharonda-Marie Powell

333 Rochell L. Coats
334 Xavier Abram by GAL, Rochell L. Coats
335 Rashaan Abram by GAL, Rochell L. Coats
336 Trinity Abram
337 Tre'zhan Cannon
338 Rashaan Abram
339 Alasia Z. Allah
340 Dwayne H. Gaines
341 Dwayne H. Gaines Jr. by GAL, Dwayne H. Gaines
342 Aretha Youngs
343 Lessie L. Johnson
344 Reginald Edwin Simms
345 Fairy Simms
346 Kim Simms
347 Komet Simms
348 Fred E. Thompson
349 Miracle Thompson by GAL, Fred Thompson
350 Dennis K. Norman
351 Genete Norman
352 Denishia E. Johnson
353 Denahjae Johnson Williams by GAL, Denishia Johnson
354 Jahlysa Winston by GAL, Denishia Johnson
355 Jah'Nia Winston by GAL, Denishia Johnson
356 Edgar Cobb
357 Rita Dunn
358 Anthony Mitchell
359 Sadriena Jones
360 Lamar Banks
361 Richard V. Walls Jr.
362 Basheba Walls
363 Richard V. Walls IV by GAL,
364 Antia Marie Lelaind
365 Debrah Ann Gray-Roy
366 Charles J. Gillis
367 Makayla Gillis by GAL, Charles J. Gillis
368 Mia Gillis by GAL, Charles J. Gillis
369 Robert L. Gans
370 Stephan M. Feliciana
371 Stephan Feliciana Jr. by GAL, Stephan M. Feliciana
372 Sharon L. Gans
373 Lumont M. Otis
374 Taleria Brewster
375 Anthony Brewster Sr.
376 Jose Alberto Herrera
377 Tiffany Russell

378 Omarion Thomas Marshall by GAL, Tiffany Russell
379 Larita Hall
380 Maruin Hall
381 Sonya R. Raney
382 Eddie R. Reed
383 Dietrich D. Whitley
384 Tamelia Armstrong
385 Tionnie Braud by GAL, Tamelia Armstrong
386 Donald Whiteside
387 Lottie Jean Titus-Whiteside
388 Kiere Garrett by GAL, Lottie Titus-Whiteside
389 Miyah Lee by GAL, Lottie Titus-Whiteside
390 Viante Garrett by GAL, Lottie Titus-Whiteside
391 Debbie Lynn Payne
392 Mackenleee Scales by GAL, Debbie L. Payne
393 Stephanie L. Hughes
394 Virginia Rae Jones
395 Doshon Busby
396 Antronn Busby Sr.
397 Milan Busby by GAL, Doshon Busby
398 Milai Busby by GAL, Doshon Busby
399 Antronn Busby Jr. by GAL, Doshon Busby
400 Lenora Olds
401 Denzell Olds by GAL, Lenora Olds
402 Ronnie Mack Brown
403 Nevaeh Brown by GAL, Ronnie Mack Brown
404 Michael Norman
405 Aanori Franklin by GAL, Michael Norman
406 Sha'Mya Wilson
407 Sherrie Lynn Tolliver
408 Terry Bee
409 Tia Michelle Davis
410 Lyeishia Blue
411 Lynell Peterson
412 Malama Sarah Kuka
413 Matthew Michael Talolo
414 Princess Kuka
415 Glenda S. Robinizine
416 Kevin Davon Walker
417 Mary Owens
418 Orlando Seastrunk
419 Sarah June Thomas
420 Katie Williams
421 Araina Smith

422 Aria Smith by GAL, Araina Smith
423 Besjama Smith by GAL, Araina Smith
424 Verla Williams
425 Tavaris Jovan Morris
426 James Morris
427 Tavaris Jovan Morris Jr. by GAL, Tavaris J. Morris, Sr.
428 Dawn Gray-Jones
429 Latrice Marie Persons
430 Aailyah Smith by GAL, Latrice M. Persons
431 Myron Craig Kelley III by GAL, Rose Marie Sims IV
432 Christopher Anthony Michael Sims
433 Maurice White
434 Zyerre Washington
435 Ethel L. Smothers
436 Valerie Turner
437 Felicia Sanders
438 Taylor Bailey by GAL, Felicia Sanders
439 Jordyn Caldwell by GAL, Felicia Sanders
440 Jemal Bailey
441 Henry Sanders
442 Betty Williams
443 Latoya Wilson
444 Janae Wright
445 Magdalena Lanuza
446 Elias Lanuza Jr. by GAL, Magdalena Lanuza
447 Isaiah Lanuza by GAL, Magdalena Lanuza
448 Israel Lanuza by GAL, Magdalena Lanuza
449 Elias Lanuza Sr.
450 Louise Foots
451 Sharon Thrower
452 Narshon Hawkins Sr.
453 Vatima Patton
454 Zaire Hawkins
455 Rachel Grenochio
456 Narshon Hawkins Jr. by GAL, Narshon Hawkins, Sr.
457 Maliekah Hawkins by GAL, Narshon Hawkins, Sr.
458 Sean Tiger Jr. by GAL, Sheila Grier
459 Shayla Tiger by GAL, Sheila Grier
460 Miguel Angel Ramirez
461 George Reyes
462 Francisco Aguallo
463 Starlena Lewis
464 Armani Sanders by GAL, Starlena Lewis

465 Dimarlo Cage by GAL, Starlena Lewis
466 Harell Powell
467 Johnte Amoria McDowell Sr.
468 Johnte Amoria McDowell Jr. by GAL, Johnte A. McDowell
469 Amoria McDowell by GAL, Johnte A. McDowell
470 Jamai East by GAL, Johnte A. McDowell
471 Jai'Shon East by GAL, Johnte A. McDowell
472 Janesse Clayborn
473 Curtis Johnson III by GAL, Janesse Clayborn
474 Antonio J. Johnson
475 Antonio Johnson III by GAL, Antonio J. Johnson
476 Ahmani Johnson by GAL, Antonio J. Johnson
477 Dino Richardo Bryant
478 Dennis R. Lumsey
479 Ronald Cosy
480 Wilbert Taylor
481 Sandiata Knight
482 Rosela Johnson
483 Evelyn Ram
484 Shalvin Singh by GAL, Evelyn Ram
485 Leonard Ram
486 Amanda Karan
487 Jaylina Lium
488 Layline Lium
489 Anthony Ricky
490 Kenneth Brown Jr.
491 Yisha Sims
492 La'Shonda Joseph
493 La'Nesha Joseph
494 Za'Niyah Harris
495 Horace Johnson
496 Janet Brown
497 Arkelia J. Shaw
498 Dwayne J. Charles
499 Sarai T. Garcia-Dennard by GAL, Singin T. Garcia
500 Tonia Randell
501 Carl Finamore
502 Singin Garcia
503 Angelique S. McGuire
504 Zion McGuire by GAL, Angelique McGuire
505 DaMarcus Gray by GAL, Sheiba Boissiere
506 Sheiba Boissiere
507 Jammie Berry

508 Shemauri Berry by GAL, Sheiba Boissiere
509 Eugene Bankston
510 Erica Pierce
511 Catina Hopkins
512 Telron Nelson
513 Teressa Nelson
514 Tania Berry
515 Ervin Berry
516 David Falesoga
517 Acacia C. Cross Johnson by GAL, LaDoris Williams
518 LaDoris Williams
519 Paul Bullock
520 Ciara Bullock
521 Lisa Bullock
522 Tiani M Cross Johnson by GAL, LaDoris Williams
523 Camryn Johnson by GAL, LaDoris Williams
524 Dorothy M. Williams
525 Anthony E. Melton
526 Dario J. Balinton
527 Devon Marman Jr. by GAL, Devon Marman Sr.
528 Devon Marman Sr.
529 Kariman Pierce
530 Anyah Singleton by GAL, LaConya Singleton
531 LaConya Singleton
532 Isaac Singleton
533 Grant Singleton by GAL, LaConya Singleton
534 Iziah Singleton by GAL, LaConya Singleton
535 Gwendolyn M. Bridges
536 Steven J. Breaux
537 Jerry L. Showers Jr.
538 Nakeisha Peacock
539 Diallo Washington by GAL, Nakeisha Peacock
540 Dakori Washington by GAL,
541 Donald Dudley
542 Jasmine K. Butler
543 Deasjmanyhke Shackleford-Cooper by GAL, Jasmine Butler
544 Hassan Woodward by GAL, Jasmine Butler
545 Jalil Woodward by GAL, Jasmine Butler
546 Agyei Rhodes
547 Sharon C. Rhodes
548 Sherron Rhodes
549 Oscar J. Parish
550 Tashana D. Carter

551 Alice Joseph
552 Gladys Joseph
553 Nelson Edith Flores
554 Dilcia Flores
555 Clemente Flores
556 Jonathan Flores
557 Ashley Flores
558 Felix Lopez
559 Elena Gallo
560 Lorenzo Thomas
561 Derek Robinson
562 Annette Hill-Scott
563 Milton Scott
564 Gwendolyn L. Russell
565 Larry D. Harrison
566 Angela F. Stuart
567 Marshawn Bailey
568 Lester Stuart
569 Clarissa L. McDaniel
570 Charles Lamar McDaniel
571 Clara E. McDaniel
572 Marijewel Richardson
573 Cornell Doss
574 Catherine Market
575 Kamilah Taylor
576 Oronde Taylor
577 Omar Taylor
578 Hakim Taylor
579 Naeemah Taylor
580 Claire L. Rankins
581 Kimberly N. Parker
582 Sandra Smith-Francis
583 Azia Smith by GAL, Sandra Smith-Francis
584 Elaysha Smith by GAL, Sandra Smith-Francis
585 Bella Thomas by GAL, Sandra Smith-Francis
586 Raquel Tompkins
587 Ronald Everett
588 Ariana Everett by GAL, Raquel Tompkins
589 Malachi Everett by GAL, Raquel Tompkins
590 Skylar Everett by GAL, Raquel Tompkins
591 Easter Saka Faafiti
592 Mafaufauga Faafiti
593 Ebony D. Scott
594 Rahsaan Winchester
595 Justice Kent by GAL, Ebony D. Scott
596 Kimberly J. Washington
597 Keandre Washington by GAL, Kimberly Washington

598 Kemonte Rudolph by GAL, Kimberly Washington
599 Kemondre Rudolph by GAL, Kimberly Washington
600 Sharina M. York
601 Mildred H. Gaino
602 Laveese M. Woldridge-Howard
603 Robert Minard
604 Gary M. Evans
605 Diane Talley-Evans
606 Bertha Swan
607 Marshai Parker
608 Mizelle Parker
609 Samantha Howard
610 Deborah R. Tenkins
611 Cathalene Marshall
612 Davon R. Marshall
613 Geraldine Tenkins
614 Terrell R. Ward
615 LaNeita Ward
616 Terrell R. Ward Jr.
617 Tierra L. Ward
618 Terron A. Ward
619 LaVeitte Smith
620 Barbara S. Herbert
621 LaShundra Glaspie
622 Emil Glaspie
623 Jill A. Toups
624 Jameela Toups
625 Khary Toups by GAL, Jill A. Toups
626 Shirley Jones
627 Jerimond Howard
628 Jirilley Howard by GAL, Jerimond Howard
629 Jayann Crowder
630 Jasmine V. Hawkins
631 Sariyah Hawkins by GAL, Jasmine V. Hawkins
632 Donald Wayne Hall
633 Jessica J. Pete
634 Malik Garchen by GAL, Jessica J. Pete
635 Verla D. Morris
636 Laura Abangan by GAL, Verla D. Morris
637 Lorenzo Aguinaga by GAL, Verla D. Morris
638 Yolanda Gaines
639 Alex Gaines Jr.
640 Rashalanda Gaines
641 Shantanice Gaines
642 Alex Gaines Sr.
643 Aaronisha Elder
644 Sonja Higgins

645 Alanna Elder by GAL, Sonja Higgins
646 Berthina Mercer
647 Jeannette L. Valencia
648 Lesi Sepulona
649 Arnold Lampkins III
650 Ayjae Lampkins by GAL, Lesi Sepulona
651 Selina Lampkins by GAL, Lesi Sepulona
652 Kevin L. Gastinell Sr.
653 Varlanser S. Gastinell
654 Juanita Jackson
655 Tonette Lane
656 Tonette J. Lane
657 Larreia Lane by GAL, Tonette Lane
658 Candace White
659 Jeremiah White by GAL, Candace White
660 Jonel L. Jones
661 Jamie Anderson
662 Joy E. Pierce by GAL, Jamie Anderson
663 Brandy A. Wagner
664 Donald R. Holloway
665 Trish Holloway
666 Shana Holloway by GAL, Donald Holloway
667 Roniqua Robinson
668 Betty Grays
669 Tiana Robinson
670 Delricco J. Jackson
671 Steven Williams
672 Jennifer D. Hubbart
673 Sierra Robinson
674 Kelly McGee
675 Maurice J. Maloney
676 Howard Lockhart
677 Helen L. Hicks
678 Vivian J. Richardson
679 Andrea Johnson
680 Megan L. Dunson
681 Anita C. Michaels
682 Nicole August
683 Myishea Harris
684 Carl Applon
685 Nyishea Lee
686 Laron Daris
687 Tamnica D. Fields
688 Ruby Thomas
689 Althea Thomas
690 Matthew Simmons by GAL, Ruby Thomas

691 Waltkece Ennon by GAL, Walter Ennon
692 Walter Ennon
693 Lisa Monique Howard
694 Aliciah Willis by GAL, Lisa M. Howard
695 Andre Ennon by GAL, Lisa M. Howard
696 Earlina Franklin
697 Aretha Franklin
698 John McNamara
699 Gregory McNamara
700 Leonard Hollingworth
701 JaVanea Burroughs
702 JaMarrea Burroughs by GAL, Aretha Franklin
703 DaMaya William by GAL, Aretha Franklin
704 Chanel Rowel
705 Helen McClinton
706 Malcolm Lofton
707 DeVonta Lofton
708 Dallas Lofton by GAL, DeVonta Lofton
709 Tracy Franklin
710 Enna M. Dials
711 Aaron Tanner by GAL, Enna M. Dials
712 Lanna Anderson
713 Ronald Ellison
714 Ethel Ellison
715 Danielle Thompson
716 Michelle Kelley
717 Myron Kelley Sr.
718 Bryan Kelley
719 Myron Kelley Jr.
720 Ernestine Beasley
721 Keith Montford
722 Ethan Brook
723 Willie R. Beasley
724 Terry Beasley Sr.
725 Terry Beasley Jr.
726 Susie M. Bender
727 Tiffany Vallier
728 De'Andra Banks
729 Ra'Niya Turner by GAL, De'Andra Banks
730 Terry Mackey
731 Eric White
732 Tanisha J. Silas
733 Nandi Silas
734 Duran O. King
735 Carmelita Monroe
736 Susie M. King
737 Velma Robinson
738 John White

739 Obinna Onyeador
740 Tiffany N. Butler
741 Jamil X. Butler by GAL, Tiffany N. Butler
742 Jamal X. Butler
743 Lee E. Moore
744 William L. Helm
745 Eric Youngs Sr.
746 Ahmondra McClendon
747 William C. Hall
748 Angela C. Cunningham
749 Latashia McFarland
750 Samaria Pugh by GAL, Latashia McFarland
751 Frederick Nelson by GAL, Latashia McFarland
752 Andreya Nelson by GAL, Latashia McFarland
753 LaShunda M. Hollis
754 Isaiah Jackson by GAL, LaShunda Hollis
755 Brandon Hollis by GAL, LaShunda Hollis
756 Anthony Davis by GAL, LaShunda Hollis
757 Lakeisha Ann Mathews
758 Jasmine Johnson by GAL, Lakeisha Mathews
759 Nia M. Hall by GAL, Lakeisha Mathews
760 Malayah Littleton by GAL, Lakeisha Mathews
761 Breyanna Mitchell
762 Kenneth Williams
763 Carolyn Clary-Brown
764 Christopher Jerome Dismukes
765 Nona Garrett
766 Yvonne L. Gage
767 Deonte Kincaid
768 Robert Fields III
769 Alahjawon Morton
770 Ivoryonne Morton
771 Pladee Tommy Clayton Jr.
772 Tia Clayton
773 Pladee Clayton II
774 Shamika Thomas
775 Tyce Clayton by GAL, Shamika Thomas
776 Tomari Clayton by GAL, Shamika Thomas
777 Tomani Clayton by GAL, Shamika Thomas
778 Tyrone Youngs
779 Nikole T. Cunningham
780 Dezaray Lowery

781 Immanuel Lowery by GAL, Nikole T. Cunningham
782 Lee Cunningham Jr.
783 Maurice A. Sullivan
784 Precious J. Cooper
785 Grace Fung
786 Kevin Smith
787 Jada Walker
788 Byron Cheeres
789 Simya Cheeres by GAL, Jada Walker
790 Jleonte Thompson by GAL, Jada Walker
791 Leroy Blankenship
792 Lee Ann Bank
793 Tommy Lee
794 Jerome Primes
795 Kim Handy
796 Kaia Hines by GAL, Kaia Hines
797 Harold D. Smith
798 Lea Janay Williams
799 Jaliel Andrews
800 Larry L. Murphy
801 Tiffani J. Reid
802 Tyson D. Reid
803 Bryan L. Daniels
804 Carla D. Kenny
805 Clara B. Kelly
806 Larry H. Daniels
807 Lee Washington Jr.
808 Tiffany Borela
809 Tieranee Cato
810 Zayani Cato by GAL, Tiffany Borela
811 Taliyah Cato by GAL, Tiffany Borela
812 Zaden Cato by GAL, Tiffany Borela
813 Caesar Borela by GAL, Tiffany Borela
814 Arthur Stern Jr.
815 Abreeon Lynch
816 Arion Stern
817 Maricella Guerrero
818 Dontaya Young
819 Shanya Watkins
820 Jerrel K. Stancil
821 Jaleel Stancil
822 Pepper Watts
823 Michelle Walker by GAL, Pepper Watts
824 Janae Walker by GAL, Pepper Watts
825 Kamani Walker by GAL, Pepper Watts

826 Jalen Walker by GAL, Pepper Watts
827 Natasha Crosley
828 Dontae Allen by GAL, Natasha Crosley
829 Dominique Brooks by GAL, Natasha Crosley
830 Jaquain Williams by GAL, Natasha Crosley
831 Quincy Johnson by GAL, Natasha Crosley
832 Kei M. Parish by GAL, Natasha Crosley
833 Ashley Crosley
834 Sheila B. Ang
835 Jeffrey P. Liu
836 Deion Liu
837 Michael Liu
838 Hector Jia Liu
839 Nini Liu
840 Peter Liu
841 Muhammad Kellom
842 Evelyn Fisher
843 Victor R. Love Jr.
844 Jaida T. Manuel
845 Jabari M. Manuel
846 Iesha Necde Cook
847 Elijah Thomas
848 Linda M. Thomas
849 DeAnna Allen
850 Javon Boddie
851 Javeona Boddie
852 Jeffrey Helton
853 Joseph D. McGowan
854 Eddie Tobias
855 Emiko Tobias by GAL, Eddie Tobias
856 Gregory C. Swayne
857 Sheila Grier
858 Nefatora Tyson
859 Davious A. Greenwood
860 Needra Johnson
861 Maleayah Benjamin by GAL, Needra Johnson
862 Davanyauntae A. Greenwood by GAL, Nefateria Greenwood
863 Nefateria Greenwood
864 Na'Jee White
865 David Greenwood
866 Pamela Powell
867 Viola Brewster
868 Sonia Brewster
869 Michael Brewster
870 Alicia Brewster
871 Violet Brewster
872 Gregory Smith

873 Moeshe Johnson
874 Monique White
875 Darvell Hughes
876 Clayvon Johnson by GAL, Monique White
877 Kacey Chang by GAL, Monique White
878 Mo'Niece Hughes by GAL, Monique White
879 Shawnetta Davis
880 Keemon Jean by GAL, Shawnetta Davis
881 Burnette Forte III
882 Dorothy Simpson
883 Ronda Simpson
884 Joshua Simon by GAL, Ronda Simpson
885 Tony L. Ballard
886 Renita Curry
887 Atolya Loggins
888 Xzaramiya Forte
889 Charise Lewis
890 Terry Oliver
891 Juanita L. Carter
892 Gregory L. Carter
893 Shirley Crawford-Lewis
894 Jateesha Crawford by GAL, Shirley Crawford-Lewis
895 Tyrone S. Lewis
896 Deonte O. Brown
897 Tavis T. Landry
898 Taeljohn Landry by GAL, Tavis Landry
899 Tamia Landry by GAL, Tavis Landry
900 Tavis Landry
901 Tawian Landry by GAL, Tavis Landry
902 Aisha Malone
903 Sanjay Jagdish by GAL, Aisha Malone
904 Shamika T. Branner
905 De'shanti Reynolds by GAL, Shamika Branner
906 Savannan Reynolds by GAL, Shamika Branner
907 Twavida Plummer
908 Andre Wilson Jr. by GAL, Twavida Plummer
909 Shy'lah Gilliam by GAL, Twavida Plummer
910 Brittany Lewis
911 Rose Mary Heckard
912 Tatiana Lewis
913 Lillian Liu
914 Aaron Ow

915 Nathan Wong
916 Jennifer Louie
917 Ayden Wong by GAL, Jennifer Louie
918 Matthew Ow
919 Martha K. Muhammad
920 William L. Helm
921 Ursula M. Milburn-Webb
922 Tiffany Williams
923 Patricia A. Anthony
924 Caliste Anthony
925 Stephanie F. Young
926 Victoria Woods
927 Uwah Sulley
928 Tymaria Young by GAL, Stephanie Young
929 Verna J. Berry
930 Myquita Berry by GAL, Verna Berry
931 Bill Ennis
932 Franzo W. King
933 Marina King
934 Ann Mack
935 Erinne Johnson
936 Conner Jones
937 Jennifer Gaines
938 Michael Trotter
939 Dorothy Trotter
940 Miketha Trotter
941 Michael Trotter Jr.
942 Marquez Brown
943 Savoeun Thong
944 Natalie N. Peang
945 Tiesha Hendricks
946 Tyson Ayatch by GAL, Tiesha Hendricks
947 Makhai Ayatch by GAL, Tiesha Hendricks
948 Deborah King
949 Candy R. Monday
950 Eula Ellington
951 Jerry Baxter
952 Elvis R. Bean
953 Tiffany Tolliver
954 Yvonne Green
955 Dwight M. Brown
956 Tania Miller by GAL, Dwight M. Marcus
957 Duane M. Brown
958 Dorothy J. Smith
959 Ozel Griffin
960 James J. Larry
961 LaRonda L. Fortenberry
962 James McKeever
963 Chandra R. Johnson-McKeever
964 Ebony McKeever

965 Keisha Washington
966 Erianah Velez by GAL, Keisha Washington
967 Joyce E. Vaughn
968 Catherine Mixon
969 Leilani Victoria Randolph
970 Darnell J. Corley
971 Monique Corley
972 Quianjn Corley
973 Lynnell Corley
974 Darnell Corley Jr.
975 Mylani Corley
976 Percy Earby
977 Zaire Earby
978 Dalton Reddic
979 Lisa E. Corley
980 Paul Briley
981 Elois Jones
982 Antwon Jones
983 Janelle Stancil
984 Jeffrey Stancil Sr.
985 Angela Williams
986 Madonna R. Stancil
987 DaMiana Lige
988 Da'Mya Miles by GAL, Damiana Lige
989 Damien Miles by GAL, Damiana Lige
990 Patricia Rivers
991 Marissa Hill by GAL, Patricia Rivers
992 Vanessa Hill by GAL, Patricia Rivers
993 Chyna Robinson by GAL, Patricia Rivers
994 Angel Cage
995 Anthony M. Conley
996 Paul Dave D. Conley-Briley
997 Tierra Rogers
998 Dalonna Ingram
999 Terrell Rogers
1000 Cloia Smith
1001 Doshea Price
1002 Jaheim Smith by GAL, Cloia Smith
1003 Serena Angel
1004 Tahim Tolliver by GAL, Serena Angel
1005 Moanee N. Angel-Short by GAL, Verena Angel
1006 Verena Angel
1007 Amelia Bradford
1008 Savanana Bradford by GAL, Amelia Braford
1009 D'mahni Bradford by GAL, Amelia Braford

1010	Mikala Bradford by GAL, Amelia Braford	1035	Timoni Williams
1011	Lashanda Smith	1036	Deshawn Range
1012	Quincy Smith	1037	Myeshia Grice-Robinson
1013	Te-Onzay L. Carpenter	1038	Eskender Aseged
1014	Maurice Colvin	1039	Geraldine Rivers
1015	Esau Brewster	1040	Angela M. Dean
1016	Joeanne Brewster	1041	Rumeka McGlothin
1017	Malone Brewster	1042	Jai East
1018	Anthony Brewster Jr.	1043	Lejoi Bradley by GAL, Rumeka McGlothin
1019	Evangela Brewster	1044	A'jaia East by GAL, Rumeka McGlothin
1020	Otis Brewster	1045	Rita A. Williams
1021	De'Jah Davis	1046	Girtha McGlothin
1022	LaJanee Turner	1047	Heidi D. Bluford
1023	Mary McPheeters	1048	Diamond Webb by GAL, Heidi D. Bluford
1024	Paloma Parra-McGlothin	1049	Bernadine A. Franklin
1025	Cleveland J. Daniels Jr.	1050	Bonnie M. Franklin
1026	Hezzack Daniels	1051	Shante Borela
1027	Deanna Johnson	1052	Raven Jones by GAL, Shante Borela
1028	Deryl Nisby	1053	Pamela Jones by GAL, Shante Borela
1029	Parrish Watkins	1054	Cameron Jones by GAL, Shante Borela
1030	Denise L. Brown	1055	Donae Jones Jr.
1031	E'laya Brown by GAL, Denise L. Brown	1056	Deanna L. Green
1032	E'niya High by GAL, Denise L. Brown		
1033	Maya Whisby		
1034	Linda Wolley		

1057 Lawanda Kidd
1058 Muhammad Kellon by GAL, Lawanda P. Kidd
1059 Maliatt Kellon by GAL, Lawanda P. Kidd
1060 Miracle Kellon by GAL, Lawanda P. Kidd
1061 Samuel Minor Jr.
1062 Samyah Minor by GAL, Samuel Minor, Jr.
1063 Rosaland R. Smith
1064 Gregory A. Jackson
1065 Kathy D. Profit
1066 Bessie North
1067 Kenisha Alexander
1068 Maurice Lathan
1069 Lorna P. James
1070 Patricia A. Myles
1071 Keenan Lake by GAL, Patricia Myles
1072 Robert A. Williams
1073 Robert Williams Jr. by GAL, Robert A. Williams
1074 Malae Williams by GAL, Robert A. Williams
1075 Rita L. Crittle
1076 Maurice Evans Jr.
1077 Denise Campbell
1078 Jamarr Smith
1079 Juma Byrd
1080 Jaseenah Muhammad by GAL, Juma Byrd
1081 Jasir Muhammad by GAL, Juma Byrd
1082 Jennah Muhammad by GAL, Juma Byrd
1083 Eric Broussard
1084 Semetha Hill
1085 Diana L. Redmond
1086 Milanni Colvin by GAL, Diana L. Redmond
1087 Aleiman Rao
1088 Alamela Rao
1089 Tamika Branner
1090 Jamen Andrews by GAL, Tamika S. Branner
1091 Tamia Andrews by GAL, Tamika S. Branner
1092 Lanny Warren
1093 Algarisce Warren
1094 Chanisce Robinson
1095 Anthony Warren
1096 Sierra Warren
1097 Belinda Coursey
1098 Timothy McDaniels Sr.
1099 Angela Smith

1100 Andre Dias
1101 Andre Dias Jr. by GAL, Angela Smith
1102 Amir Dias by GAL, Angela Smith
1103 Aaliyah Dias by GAL, Angela Smith
1104 Ashanti Dias by GAL, Angela Smith
1105 Mistee U. Grice
1106 Khyla Winston by GAL, Mistee U. Grice
1107 Alani Winston by GAL, Mistee U. Grice
1108 Chanarae B. Johnson-Marchall
1109 Nariah Marchall by GAL, Chanarae Johnson-Marchall
1110 Nylah Marchall by GAL, Chanarae Johnson-Marchall
1111 Derwayne Johnson
1112 Deborah Coleman-Roach
1113 Kristine Roach
1114 Robert Brown
1115 Jayla Tiller by GAL, Deborah Coleman-Roach
1116 Shade T. Hughes
1117 Royalty Reid by GAL, Shade Hughes
1118 Willie L. Britt
1119 Gilma M. Britt
1120 Brian Britt
1121 Mieisha Thompson
1122 Paris Willis by GAL, Mieisha Thompson
1123 Nilayah Willis by GAL, Mieisha Thompson
1124 Alamelu Rao
1125 Saradha Rao
1126 A.L. Shankar
1127 Larry Berry
1128 Natalie Berry
1129 Ebonie Robinson
1130 Jovauhn Sanford
1131 Teriana Standifer
1132 Quiana Cheatham by GAL, Ebonie Robinson
1133 Isa M. Kalifa
1134 Lakeesha Nicole Ratliff
1135 Jalyn Milton by GAL, Lakeesha Ratliff
1136 Malena Reed
1137 Raymond C. Boyd
1138 Jaliel Andrews by GAL, Malena Reed
1139 TeAndre Hubbard
1140 Tammia Hubbard
1141 Dnaya Prentice

1142 Almaz Parker
1143 Audrey Bell
1144 Anitra Ennis
1145 Jasmine Johnson by GAL, Anitra Ennis
1146 A. Johnson
1147 A. Dikon
1148 Kevin Collins
1149 Daniel T. Tompkins
1150 Belen Tompkins
1151 Briana Tompkins
1152 Tiana Tompkins by GAL, Daniel Tompkins
1153 Barbara Brown
1154 Sharon Brown
1155 Letitia Tompkins
1156 Rickey D. Moore
1157 Donald R. Jones
1158 Henry L. Tobias Jr.
1159 Annette Bryant
1160 Byrd Kareem by GAL, Bella Berry
1161 Bella Berry
1162 Robert Byrd
1163 Barry K. DeVore
1164 Sherrel A. McGilbery
1165 Vincent Fisher
1166 Joanne Abernathy
1167 Katrina Sices
1168 Bianca Sices
1169 Lateisha Anderson
1170 Alan A. Hayes Sr.
1171 Tracy Griffin
1172 Ricky Fontenot
1173 Tammia M. Hubbard
1174 Inita Johnson
1175 Anthony Ray by GAL, Inita Johnson
1176 Thomas W. Hamilton
1177 Kathleen Fisher
1178 Vanessa Brown
1179 Erik Perkins by GAL, Vanessa Brown
1180 Deborah Green
1181 Danielle Green
1182 Marti C. Smith
1183 Edward Twine
1184 Rae'Vyn Twine by GAL, Marti C. Smith
1185 Rico Fields
1186 Dora Bell
1187 Niko Fields
1188 Rasheida Bryant
1189 Robert Fields
1190 Dolores O. Guevara
1191 Divina M. Martinez
1192 Antonio G. Carrillo

1193 Amanda Young
1194 Kevin Keasley
1195 Chances Williams
1196 Candice Williams
1197 Jacquez Williams
1198 Alise Minor
1199 Nevaeh Sneed by GAL, Alise Minor
1200 Dunte Mays by GAL, Alise Minor
1201 LADIAMOND CORDELLIA GARRETT
1202 CALLIE JEANEE GREEN
1203 ROBERT A GREEN by GAL, CALLIE JEANNE GREEN
1204 ROBERT A SAULNY GREEN by GAL, CALLIE JEANNE GREEN
1205 MAURICE A SAULNY by GAL, CALLIE JEANNE GREEN
1206 JAMES C JONES
1207 NOELLE JONES by GAL, JAMES C JONES
1208 YEMANNIE JONES by GAL, JAMES C JONES
1209 JAKEYA JONES by GAL, JAMES C JONES
1210 KAMPAREYE JONES by GAL, JAMES C JONES
1211 RHAJONE JONES
1212 TAYLOR SHAW by GAL, RAJONE JONES
1213 KYRA AVINA JONES
1214 JAMES MARIO CLAYTON JONES, II
1215 DANIELLE MONIQUE JONES
1216 KEISHA DEANN JONES
1217 TAMARA HEARNE by GAL, KEISAH DEANN JONES
1218 RONNIE LANE
1219 VIVIAN ANNETTE SHOWERS
1220 DELACEY JERMAINE COLLINS
1221 ANJEANNETTE SARAH SHOWERS
1222 KYLA T KELLY by GAL, ANJEANNETTE SARAH SHOWERS
1223 VICTORIA YVETTE GREEN-BISSIG
1224 STEPHEN DUANE SMITH
1225 STEPHEN D SMITH, JR by GAL, STEPHEN DUANE SMITH
1226 STEPHANIE SMITH by GAL, STEPHEN DUANE SMITH
1227 DILCIA FLORES
1228 NELSON FLORES
1229 CLEMENTE FLORES

1230 JONATHON FLORES by GAL, DILCIA FLORES
1231 ASHLEY FLORES by GAL, DILCIA FLORES
1232
1233 FELIX LOPEZ
1234 ELENA GALLO
1235 ELISA V SINGH
1236 ROBERT MAYBON
1237 STEPHAN VINENT
1238 MONIQUE ARD
1239 AREIUS ARD by GAL, MONIQUE ARD
1240 ARIANA ARD by GAL, MONIQUE ARD
1241 ACHILLIUS ARD by GAL, MONIQUE ARD
1242 RAFIQUE FRANKS
1243 PATSY CANDLEY
1244 JA'SHAWN COMBS
1245 JA'NI MOZEKE by GAL, PATSY CANDLEY
1246 TRE'MAYNE MOZEKE by GAL, PATSY CANDLEY
1247 DARRYL TAYLOR, JR by GAL, PATSY CANDLEY
1248 ROBERT W SIMMS
1249 ROBERT SIMMS, JR
1250 JASMINE DEL CHAIRO
1251 MARTIN AUZENNE
1252 PEARLIE WHITE
1253 JEROME WHITE
1254 ERIC WHITE
1255 CHARLES ATKINSON
1256 DANIEL B LANDRY
1257 MARCUS B LANDRY
1258 JOSEPH SNELL
1259 SONYA JONES-BEASLEY
1260 ASHFORD JONES, JR
1261 ANITA CUNNINGHAM
1262 JEREMY ULYSSES-THADDEUS BEASLEY
1263 REGINALD BAILEY
1264 DONALD REDMOND
1265 ELEISHA REDMOND
1266 JAEDON SILAS REDMOND
1267 CEDRIC WHITAKER, SR
1268 WILLIAM ATKINSON
1269 JAVONE WHITAKER by GAL, CEDRIC WHITAKER, SR
1270 LUCILLE ATKINSON
1271 JUANYAH WHITAKER by GAL, CEDRIC WHITAKER, SR
1272 TAZIA HARRIS
1273 ERIC JACKSON by GAL, TAZIA HARRIS

1274 JERRY HIGGINS
1275 DISHON IRVING GETER
1276 QUEEN-VANESSA BANKS
1277 ALAYIA HUDSON by GAL, QUEEN-VANESSA BANKS
1278 BETTY J HIGGINS
1279 MARGARET TELFOR
1280 MARNITHA LOFTON
1281 MALCOM TELFOR
1282 LATASHA TELFOR
1283 BREANNA JONES by GAL, LATASHA TELFOR
1284 RAVEN EDMUNDS by GAL, LATASHA TELFOR
1285 MONIQUE YVONNE ASH
1286 ANTOINETTE FORT
1287 EBONY BLACKBURN by GAL,
1288 JAYDA LOVE by GAL,
1289 JAY LOVE by GAL,
1290 ELAINE MARIE TAYLOR
1291 JEANAE FRANKS
1292 JOVAN MARSHALL by GAL, JEANAE FRANKS
1293 ARIEL LAURY by GAL, JEANAE FRANKS
1294 DOMINIQUE SPRINGFIELD
1295 JADA WILLIAMS by GAL, DOMINIQUE SPRINGFIELD
1296 CECILIA S ALE
1297 SELOTI A LEREMIS by GAL, CECILIA ALE
1298 CHANTELLE MABRAY
1299 SWEETIE SILVANO TAGATA
1300 BRIAN WILLIAMS
1301 CATHERINE TYSON
1302 SHARNAE SPRINGFIELD
1303 KANIYAH MATTHEWS by GAL, SHARNAE SPRINGFIELD
1304 CONSTANCE HENDERSON
1305 TANESHA JACKSON
1306 DEWAYNE JACKSON
1307 TAKISHA TODD
1308 CLARESSE THOMPSON
1309 NEAL SHARELL
1310 DIMITRA BRAUD
1311 DAVONTE BRAUD
1312 GLENDON B GLASPIE
1313 ROSELA SINGH JOHNSON
1314 EVELYN RAM
1315 AMANDA KERAN
1316 MICHAEL JAMES ABERCROMBIE
1317 ANASTASIA THOMAS
1318 KHALIPHA MUHAMMAD by GAL, ANASTASIA THOMAS

1319 ZAHIR MUHAMMAD by GAL, ANASTASIA THOMAS
1320 NAFI MUHAMMAD by GAL, ANASTASIA THOMAS
1321 STACEY M TROUPE
1322 DOMINICK TROUPE
1323 ERIC JOHNSON by GAL, STACEY TROUPE
1324 ESEAN JOHNSON by GAL, STACEY TROUPE
1325 QUINTASIA TROUPE
1326 LONELL HOWARD, SR
1327 LONELL HOWARD, JR
1328 ANGELIQUE FORBES
1329 KARLTON WRIGHT
1330 ANITRA BLACKWELL
1331 CLEVELAND C WRIGHT, III
1332 DURINA WRIGHT
1333 DERRICK WRIGHT
1334 PATRICIA A WRIGHT
1335 SHAWANA A WRIGHT
1336 MELISSA JOLIVETTE
1337 LORRIANI AGUAYO by GAL, MELISSA JOLIVETTE
1338 JAVONNI AGUAYO by GAL, MELISSA JOLIVETTE
1339 MARIAN WILLIAMS
1340 RONNIE PETTWAY
1341 ANDREA STEWART
1342 JEWEL BARRETT
1343 BRANDON WILLIAMS by GAL, JEWEL BARRETT
1344 BRE'YAN ROCHELL by GAL, JEWEL BARRETT
1345 ROBERT ALONZO WILLIAMS
1346 ROBERT WILLIAMS, JR by GAL, ROBERT WILLIAMS
1347 MALAE WILLIAMS by GAL,
1348 ANNETTE MARIE MCCLENDON
1349 ANITA CUNNINGHAM
1350 MAURICE SULLIVAN
1351 MONICA SULLIVAN
1352 LINDA ANN MONTGOMERY
1353 KELVIN DWAYNE BROOKS
1354 PRISCILLA BREED
1355 PAUL BREED
1356 HATTIE BREED
1357 HEAVEN LEE WYATT by GAL, PRISCILLA BREED
1358 SIR CHRISTOPHER WYATT by GAL, PRISCILLA BREED
1359 BEULAH MAE SUNDAY
1360 MANIKA DODSON

1361 DENAE NICHELLE-ROSE WALKER by GAL, SHENE WELLS
1362 DEVANT LONDELL WALKER
1363 DIAMOND ARIANNA PARIS WALKER by GAL, SHENE WELLS
1364 SHENE WELLS
1365 MICHAEL JAMES CARROL
1366 KAMILAH TAYLOR
1367 KISHIRA CALDWELL
1368 RELONDO J BELL by GAL, KAMILAH TAYLOR
1369 KALANI CIARA BEAN by GAL, KAMILAH TAYLOR
1370 CATHERINE MARKET
1371 ASHWIN RUPAN
1372 DIANA LORRAINE SMITH
1373 AUKAYLA B SMITH BOONE
1374 ALLEGRA VIOLA LOUISE BAILEY
1375 ADRIAN JAMES HAZARD
1376 LAVONNE HAZARD
1377 GISELLE BAILEY
1378 ANGELA JOHNSON
1379 MARKETTA LUVINA MURRAY
1380 EDWARD WEST by GAL, MARKETTA MURRAY
1381 KIEJUAN WEST by GAL, MARKETTA MURRAY
1382 LEO KNOX, III by GAL, MARKETTA MURRAY
1383 VY HOANG NGUYEN
1384 ANH XUAN NGUYEN
1385 THUONG NGUYEN
1386 MARIA ALLEGRA HERNANDEZ
1387 ERICK ANTHONY HAZAARD-HAWKINS
1388 DEVON FREDRICK HAWKINS
1389 EDNA MARIA HAZARD
1390 KAREEM HAZARD
1391 DEVON FREDRICK HAWKINS
1392 ERICK HAWKINS
1393 SHAWNTE DANIELLE BROWN
1394 KIMIANTE ELLIS
1395 XZAVIER RUDOLPH by GAL, SHANTE DANIELLE BROWN
1396 DEANDRE NED
1397 GREGORY MONTFORD
1398 G'ECHELE MONTFORD
1399 LACHELE A BRADFORD
1400 DIANE YOUNGS-COLVIN
1401 LEONARD COLVIN
1402 AC COLVIN
1403 SONJA DENISE JONES
1404 CHARLES LYNN JONES

1405 DEBRA LOLITA JONES
1406 CRAIG ALLEN OGANS, JR
1407 CAYDEN ALLEN OGANS, JR by GAL, SONJA JONES
1408 SHAWNAY ARENA WALKER
1409 DEREK BLATCHER
1410 JOYCE CARTER
1411 BRIAN CARTER
1412 RICKY CARTER
1413 ANTHONY BLATCHER
1414 KATHY RUFFIN
1415 EDWARD EARL JONES
1416 SOPHRONIA BLAKLEY
1417 TRAVELLE DEMARCO JOHNSON
1418 CALLIE MAE WILLIAMS
1419 KRYSTLE HUGHES
1420 PRINCESS GREEN
1421 MONICA MONDY
1422 TAUREAN DOROTAE LEE
1423 KIMONESHA LASHA MCFARLAND
1424 ISA KALIFA
1425 ANDREA BISHOP
1426 DEWEY BROWN
1427 DINO R BRYANT
1428 VERNON LESTEER
1429 CHERRY THOMAS
1430 EMMITT ROBINSON, III
1431 MIRACLE MARSHALL
1432 PIERRE MOSS
1433 KING ROYALTY MARSHALL
1434 SNOW WHITE
1435 YOLANDA MARSHALL
1436 SHERMAN HILL
1437 MARQUEESE T WATKINS
1438 EVETTE DEMINGS
1439 ANTHONY LEE CARTWRIGHT
1440 UVONNE BENNETT
1441 MYSTER GUY BENNETT by GAL, UVONNE BENNETT
1442 SIR BENNETT by GAL, UVONNE BENNETT
1443 DIANE BENNETT
1444 TINY MARIE HILL
1445 CHAUNCY FELICIA DAVID-JACOBS
1446 SILVIA DAVID-JACOBS
1447 RALEIGH WILLIE HILL
1448 FRANK WHITFIELD
1449 SALAMAN MUHAMMAD
1450 TYNETTA MUHAMMAD
1451 ELYASAN MUHAMMAD
1452 ALEXIS GAINES
1453 LENIYAH COLINS
1454 ERICKA S SHIELDS

1455 BOBBI R SHIELDS
1456 BRITTANY TATIANA STROTHER
1457 STEVE MCDONALD
1458 PAMELA ROBINSON
1459 LANIYA CHEATUM
1460 MARKETTA LUVINA GIBSON
1461 STACY HERMAIN STEWART
1462 LEILANI MCKINNON by GAL, STACY STEWART
1463 JANET DENISE SYLVE
1464 MARLISSA SYLVE
1465 FRANCELLE WHITE
1466 JAE'MEEL STONE by GAL, FRANCELLE WHITE
1467 HANIYAH HAMILTON by GAL, FRANCELLE WHITE
1468 AARON STONE
1469 EDWARD STONE
1470 DENISE SMITH
1471 SHONTIA CORENE PORTER
1472 DAVIE JONES
1473 KIM A WISE- GASTINELL
1474 NIA GASTINELL by GAL, KIM WISE-GASTINELL
1475 KYMBER GASTINELL
1476 LORENZO GASTINELL
1477 TEIARY BAGBY
1478 MAMIE BAGBY
1479 SHEILA AUZENNE
1480 ROBYN L MOORE
1481 MARYLIN TAYLOR
1482 JAHMAREA MARTIN by GAL, MARYLIN TAYLOR
1483 JAKAI MARTIN by GAL, MARYLIN TAYLOR
1484 JYAIRRAH MARTIN by GAL, MARYLIN TAYLOR
1485 ROMEO REEVES
1486 FRANCES MULLINS
1487 MARIE DOATY
1488 MAURISHA MCGOWAN
1489 PRINCESS LEGGETT by GAL, FRANCES MULLINS
1490 RITA P LARK
1491 HATTIE LARK
1492 TRACEY LAURICE OLIVER
1493 EVELYN RAM
1494 SHALVIN SINGH by GAL, EVELYN RAM
1495 SHALBEENDRA SINGH
1496 ROSELA JOHNSON
1497 GERALD ALONZO JACKSON
1498 SANDRA LYNETTE TURNER
1499 MARYLIN TURNER
1500 ROPESHA TURNER

1501 JESSICA ELYSSE HARRISON
1502 JE'KAYLA ELLENBERG by GAL, JESSICA ELYSSE HARRISON
1503 ROSEMARIE LINTZ PERKINS
1504 LASHA SCRANTON
1505 DEARIES JEFERSON by GAL, LASHA SCRANTON
1506 GLENDON GLASPIE
1507 DEBRA ANN LEMMONS
1508 CASSANDRA GUBSON
1509 CHERISH GUBSON by GAL, CASSANDRA GUBSON
1510 ANTHONY GUBSON
1511 TERRISHE GUBSON
1512 TROY GUBSON
1513 JARVIS GUBSON
1514 CHARLES GUBSON
1515 LORRAINE GRANT
1516 JAMES OLIVER HARDY
1517 WOODROW HESLIP
1518 ANIRELL JOHNSON
1519 AIREL ARTRESE DIXON
1520 TOMMY LEE HARRIS
1521 ERIN WILSON
1522 BILLY ENNIS, SR
1523 BILLY ENNIS by GAL, BILLY ENNIS
1524 NAIYA ENNIS by GAL, BILLY ENNIS
1525 IVORY ENNIS
1526 GUSSIE M BREAUX
1527 RICHARD MARTIN GREEN
1528 YUL D DORN, SR
1529 JUAN THOMAS
1530 LAVERNE LOCKETT
1531 ANIKO RYAN GEE by GAL, DENNIS LOCKET, JR
1532 DUSHAY DAMIAN WILLIAMS by GAL, DENNIS LOCKET, JR
1533 DENNIS K LOCKETT, JR
1534 DOLLIE IVORY BERRY
1535 JOHNNY BROWN
1536 ALEXIS BROWN
1537 VELVELON WALKER
1538 ANGEL DAVIS
1539 CORA JOHNSON
1540 MARCUS JOHNSON
1541 CRYSTAL WALKER
1542 KAREN HAYES
1543 DEMARCUS J JOHNSON
1544 ROBERT ARTURO AUSTIA, JR II
1545 JANICE MARIE SMITH
1546 YVONNE TANNER
1547 ROGER LEE BROWN

1548 EURMA GARNER
1549 EMIL DRAYVONN HEBERT
1550 DENISE RENELL RUDOLPH
1551 VICTORIA DONNA ARMOND BOLMER
1552 ARMANI BOLMER
1553 LILLIAN SHINE
1554 CHANEL HOSKINS
1555 DAVID HAMILTON by GAL, CHANEL HOSKINS
1556 JOSIAH HAMILTON by GAL, CHANEL HOSKINS
1557 ELIZABETH ANDERSON
1558 ROBERT DUNCAN, SR
1559 CANDISS DUNCAN, JR
1560 CAMILLE DUNCAN
1561 ROBERT DUNCAN
1562 CHRISTOPHER GAINS
1563 JULIA L JOHNSON
1564 QUINCY SHERMAN
1565 JAMES SHERMAN
1566 LEANDER S DAVIS
1567 ASANEKO YAKEYLEE GREEN
1568 STEPHEN MICHAEL DAVIS
1569 JASMINE LANIECE CARMICHAEL
1570 EMMANUEL LEWIS by GAL, JASMINE LANIECE
1571 LANEISHA WASHINGTON
1572 CHLOE GLASER by GAL, LANEISHA WASHINGTON
1573 JUAN MACIEL ESPINOZA
1574 TOMMY LE
1575 TROY HENDERSON, I
1576 GAYNELL PROFIT
1577 ODELL MIXON by GAL, GAYNELL PROFIT
1578 MAKAYLAH PROFIT by GAL, GAYNELL PROFIT
1579 DARRELL PEOPLES by GAL, GAYNELL PROFIT
1580 KATIRIA MIXON
1581 LADASHA MIXON
1582 JARIEL MIXON
1583 ANITRA BUSBY
1584 WILLIAM R RIVERS
1585 TERRI RIVERS
1586 SOPHIA MASINA
1587 AHLAYAH CHUNG-SUANS by GAL, SOPHIA MASINA
1588 DENNTAE MASINA by GAL, SOPHIA MASINA
1589 TRAN TYLER by GAL, SOPHIA MASINA
1590 NEIMA MASINA
1591 FLORITA TAARNAOR

1592 SYLISIA BUCKLEY CHUNG
1593 MOANI ADAMS by GAL, BHANICA ADAMS
1594 JERELL ADAMS-MOORE
1595 BHANICA ADAMS-MOORE
1596 BERNICE JOHNSON
1597 VINSON JOHNSON, SR
1598 VINSON JOHNSON, JR
1599 JASMIN ANNE-MARIE STATHAM
1600 CLARENCE STATHAM
1601 SALENE STATHAM
1602 MCKAELA STATHAM by GAL, JASMIN ANNE-MARIE STATHAM
1603 SEMA J AREVON MCKEEVER
1604 JOYCE WATKINS
1605 REVOLVDA WATKINS
1606 GEORGE BOUIE IV
1607 DAVID HOLMES
1608 EBONEE CRAWFORD
1609 RRIANNA KING by GAL, EBONEE CRAWFORD
1610 TAHJ DEMINGS by GAL, EBONEE CRAWFORD
1611 MARVIN AUSTIN BERGANS II
1612 JORDAN BERGANS by GAL, MARVIN AUSTIN BERGANS, II
1613 MARIYANA BERGANS by GAL, MARVIN AUSTIN BERGANS, II
1614 NOAH SOLANTE HEARNE-HUGHES by GAL, LEILANI HEARNE
1615 DAVID PUSHIA, JR by GAL, LEILANI HEARNE
1616 LEILANI MARIE HEARNE
1617 DEBORAH BROWN
1618 CONSTANCE BROWN
1619 DARRELL BROWN
1620 LAKITYA PERCY
1621 ZAIRE HAWKINS
1622 VATIMA PATTON
1623 HAWKINS
1624 RACHEL
1625 HAWKINS
1626
1627 EUNICE K BROWN
1628 PHILIP GRAY, III
1629 QUINDELLA MARQUES ESPREE
1630 CHARLESVESTER ESPREE
1631 MARILYN M POLK
1632 ANNIE VICTORIA POLK
1633 JOSEPH PRINCE ALFAFARA
1634 ARIC LEE ALFAFARA
1635 KEALA LUM

1636 JOSEPH ALFAFARA, JR by GAL, KEALA LUM
1637 PERRY AARON HUGHES, JR
1638 ARRION HUGHES by GAL, PERRY AARON HUGHES, JR
1639 TORRION HUGHES by GAL, PERRY AARON HUGHES, JR
1640 SAINI HUGHES by GAL, PERRY AARON HUGHES, JR
1641 SEQUIOA HERNANDEZ
1642 RONKENIA LEEAN SCOTT
1643 KANUANNA DYSAN
1644 JEVAN DYSAN by GAL, KANUANNA DYSAN
1645 MARKANLA DYSAN by GAL, KANUANNA DYSAN
1646 TERNELL IRVING
1647 KYNDRA WILLIAMS
1648 IMYE PORCHE by GAL, KYNDRA WILLIAMS
1649 FRANK PORCHE
1650 RENATA WALLER
1651 WARNETTA ADAMS
1652 JAMES GUNTER
1653 JERMAINE GUNTER
1654 TIFFANY MABRAY
1655 JOSIE MABRAY
1656 CARMEN LEDBETTER
1657 JOHNTE AMORIA MCDOWELL, SR
1658 JAI KINSMORE EAST, JR by GAL, TASHIA HAYES
1659 JAI'SHON GLENN EAST by GAL, AHJA POWELL
1660 AMORIA MCDOWELL, SR by GAL, AHJA POWELL
1661 JAMAI GLENN EAST by GAL, AHJA POWELL
1662 JOHNTE AMORIA MCDOWELL, JR by GAL, AHJA POWELL
1663 ANIELKA ROMERO
1664 JOSVE ROMERO
1665 NAHOMI RUIZ by GAL, ANIELKA ROMERO
1666 DAVID RUIZ by GAL, ANIELKA ROMERO
1667 MATTHEW ROMERO by GAL, ANIELKA ROMERO
1668 CALEB ROMERO by GAL, ANIELKA ROMERO
1669 ANDRE RAYDEL SMITH, JR
1670 GULNAR TUMBAT
1671 MARY CRENSHAW
1672 TRACIE JOHNSON
1673 SYEEDA JONES
1674 JACQUELINE BISHOP

1675 JABARI RICHARD MARVEL
1676 BRIANA BARNES
1677 ZAH'MIYA HARVEY by GAL, BRIANA BARNES
1678 BRENTON BARNES
1679 PIA MOSS
1680 JACKIE BARNES
1681 BILL BARNES
1682 NIWANDA BARNES
1683 CHRISTIAN BARNES by GAL, BRIANA BARNES
1684 SARAH JUNE THOMAS
1685 KATIE WILLIAMS by GAL, SARAH THOMAS
1686 DORA J CHHITH
1687 ISADAYA BANKS by GAL, DORA CHHITH
1688 SAKHAN SOUN
1689 LELAND MACKEY
1690 JIMMY LEE CRANER
1691 EDDIEMAC CRANER
1692 TRAMAINE COULAH
1693 JACQUELINE GRIFFIN
1694 ANTONIO JOHNSON
1695 BERRY ADAMS
1696 RENEE COLVIN
1697 MAURICE COLVIN
1698 ZYON WALKER
1699 JAMES D JONES
1700 EDWARD POWELL
1701 TIFFANY VALLIER
1702 DEANDRA BANKS
1703 ROBERT WADE
1704 MALIKEAH HAWKINS by GAL, VATIMA PATTON
1705 RACHEL GENOCHIYO
1706 ROSALIND SMITH
1707 NARSHON HAWKINS, SR
1708 NARSHON HAWKINS, JR by GAL, VATIMA PATTON
1709 COREY SKINNER
1710 NAJAH SKINNER
1711 KENNDI SKINNER by GAL, COREY SKINNER
1712 COREY SKINNER, JR
1713 JILL A TOUPS
1714 JAMEELA TOUPS
1715 KHARY TOUPS by GAL, JILL A TOUPS
1716 TIANNA ELAINE JOHNSON
1717 MALIK JOHNSON by GAL, TIANNA ELAINE JOHNSON
1718 MICHAEL JOHNSON by GAL, TIANNA ELAINE JOHNSON
1719 MALIYAH JOHNSON
1720 Lamont Anderson by GAL,

1721 Samyah Anderson
1722 William Anderson
1723 Jacquettia Banks
1724 Mark Banks
1725 Trueman Bender
1726 Shalanda Bishop by GAL,
1727 Survon Bowen by GAL, Amina Matthews
1728 Chauncey Brown by GAL, Amina Matthews
1729 Chloe Brown
1730 Geary L. Brown Sr.
1731 Geary L. Brown Jr.
1732 Shirley A. Brown
1733 Tammy M. Brown
1734 Gwendolyn Otis Burnley
1735 Kimann Conelius Chandler
1736 Robert Lee Coats Jr.
1737 Larry Collins
1738 Najuawanda Daniels
1739 Ruby Evans
1740 Derrick Gaines
1741 Jennifer Gaines by GAL,
1742 Kummie Gray
1743 Frederick C. Grayson
1744 Nadia Gross
1745 Ha'Keem Omar G. Harper
1746 Kimberly Horner
1747 Donald Ray Jones
1748 Danyel King
1749 Po Kittles
1750 Tyrone Laury Jr.
1751 Cheryl Renee Lewis
1752 Amina Matthews by GAL,
1753 Mikayla Mayfield
1754 Zulaika Mayfield
1755 Paris Mays
1756 Annette Marie McClendon
1757 Maryann Minkins
1758 Ricky Darnell Moore
1759 Amir Muhammad by GAL,
1760 Amir Muhammad
1761 A. Rene Narcisse
1762 Nicole Nashae Newt
1763 Judy O'Neil
1764 Gloria Pearson
1765 Shamyjare Potter by GAL,
1766 ShaMykel Potter by GAL, Shalanda Bishop
1767 Kiara Powell
1768 Eric Pressley by GAL,
1769 Timia Rayford by GAL, Timothy Sean Rayford
1770 Timothy Rayford Jr.
1771 Timothy Sean Rayford
1772 Andy R. Rodney

1773 Armani Lee Rodney
1774 Iman Reginald Rodney
1775 Regina C. Rodney
1776 Corey N. Skinner
1777 Colby Ronnell Thompson Whitfield
1778 Dianne Warren
1779 Anisha Washington
1780 Brooke Washington
1781 Sahkari Nyemah Washington
1782 Sankari Washington
1783 Miquesha Willis-De Los Reyes
1784 Margaret Young
1785 Michael Broom
1786 Janna Carson
1787 Andrew Smith
1788 Tahira Lester
1789 Rita H. Phillips
1790 Brenda K. Parish
1791 Arshad Zahir Muhammad by GAL,
1792 Aryssa Muhammad by GAL, Arshad Zahir Muhammad
1793 Alesha Muhammad
1794 Catherine Muhammad
1795 Albert Muhammad
1796 Azraa Muhammad
1797 Robert L. Cook
1798 Reona Lynn Roark by GAL,
1799 Keith S. Chapman
1800 Sid Deshan Porter
1801 Shaheed Rasool by GAL,
1802 Nayanna Ellis
1803 Greta Ellis by GAL,
1804 DeAnna Ellis
1805 Brian Gantt
1806 Emma Jackson Hayden
1807 Lahrol Ahmad Hayden
1808 Fatima Suci Muhammad
1809 Suwandi
1810 Eric Warren Dillon by GAL,
1811 Evah Dillon by GAL, Eric Warren Dillon
1812 Erin Dillon
1813 Linda Baxter Muhammad by GAL,
1814 Torah Muhammad by GAL, Linda Baxter Muhammad
1815 Messiah Muhammad
1816 Corinne Huntley
1817 Kevin Huntley by GAL,
1818 Catherine Huntley by GAL, Corinne Huntley
1819 Christine Huntley by GAL, Corinne Huntley
1820 Crystal Huntley by GAL, Corinne Huntley
1821 Asia Huntley
1822 Marquisha Jene Ransa by GAL,

1823 Aariana Braggs by GAL, Marquisja Jene Ransa
1824 Mariana Woodson
1825 Samuel Minor Jr. by GAL,
1826 Sa'myah Minor
1827 Juan Ramon Trochez Coto
1828 Akida Harrison
1829 Zyair Johnson
1830 Brittany Green
1831 Candy R. Monday
1832 Bonnie Bluford
1833 Branden Powell
1834 Latania Dionne Mackey by GAL,
1835 Phyllis Jean Brooks
1836 Daryl Breaux
1837 Jose Alberto Herrera
1838 Camille Broussard by GAL,
1839 Ryder Dawson Broussard
1840 Demetrius Williams by GAL,
1841 Demi Williams
1842 DeMonya Williams
1843 Tashawn Williams
1844 Biesha Williams
1845 Jamisi Calloway
1846 Antwan Shelbua
1847 Sabrina M. Goodall
1848 Leonard Rashad Howard
1849 Gerald Curry
1850 Christian Barnes
1851 Pearl L. Taylor
1852 Sahkari Nyemah Washington
1853 Larenda Lynette Cade by GAL,
1854 Chantel Cade
1855 Areon Whiltshire
1856 Raynard H. Hillis Sr. by GAL,
1857 London Gatewood
1858 Leanna Porter
1859 Shardae King by GAL,
1860 Donte Ellenberg
1861 Joseph El Malik Lake III
1862 Constance Faith Harris
1863 Tyler Tukes
1864 Marshawn Jones Jr.
1865 Dontrell Lee Harden
1866 Orland Keith Foster
1867 Orlando Foster by GAL,
1868 Angel Foster by GAL, Orland Keith Foster
1869 Angelo Foster
1870 Latrice Monique Manuel
1871 Muhammad Kellom Jr. by GAL,
1872 Maliah Kellom by GAL, Muhammad Kellom Jr.
1873 Miracle Kellom
1874 Lynda Faye Shepard by GAL,
1875 Zhariyah Shepard-Dorsey

1876 Randy Merritt by GAL,
1877 Randy Merritt Jr. by GAL, Randy Merritt
1878 Aleena Merritt
1879 Carolyn J. Tanksley
1880 Charlene Armstrong
1881 Justice Mickels
1882 Barbara White
1883 Stetson Juan Hines
1884 Lawanda Kidd
1885 LaQuan Dawes by GAL,
1886 Deen-Laquan Arenal
1887 Keantay Davis
1888 Tizeyah Bryant
1889 Janielle Puckett
1890 Almaz Parker
1891 Audrey Bell
1892 Tammia Hubbard
1893 Te'Andre Hubbard
1894 D'Nay Prentice
1895 Audrey Bell
1896 Charlotte Elizabeth Taylor
1897 Starla White-Heinz
1898 Marcus Cancun
1899 Darlene Fleming
1900 Patty Jo Franklin
1901 Carole Elaine Pickett
1902 Melissa Mae White by GAL,
1903 Michael White
1904 Angel White by GAL, Melissa Mae Wright
1905 Julissa White by GAL, Melissa Mae Wright
1906 Johnny White
1907 Katina Vincent
1908 Brewster Randy by GAL, Katina Vincent
1909 Levon McGinnis Sr.
1910 Katrice McGinnis
1911 Leon McGinnis
1912 Jasmine Del Chiaro
1913 Ariana Harris
1914 Ja'Shon Smith by GAL, Arianna Harris
1915 Loretta F, Reed
1916 Thomas Lindsey by GAL, Loretta Reed ?
1917 Verlaine Hawkins
1918 David L. Hawkins Jr.
1919 Donna Webb
1920 Dorothy Mae Peterson
1921 Pauline Lee
1922 Bruce Kelley
1923 Kimberly Kelley
1924 Henderson Peters
1925 Donte Miguel Quinn

1926	Bonnie Friedman	1953	Lerone Turner
1927	John Mark Henderson	1954	Terry Turner
1928	Maxine Bailey	1955	Herbert B. Turner
1929	Mark Beasley	1956	Andrea Smith
1930	Robert W. Simms	1957	Charles Gardner
1931	Jasmine Dle Chiaro	1958	Paris Nelson
1932	Robert Simms Jr.	1959	Duke Collins
1933	Tiana Simms	1960	Velvelon Walker
1934	Ava Simms	1961	Johnny Brown
1935	Cruz Simms	1962	Alexis Brown
1936	Walkiris Simms	1963	Tracie Johnson
1937	Marty Ennis	1964	Fay C. Callier
1938	Ulysses Warren Sr.	1965	Murray T. Lallieirsoc
1939	Victoria Vincent	1966	Brian E. White
1940	Katina Vincent	1967	Jerome White
1941	Maurice Warren	1968	Cynthia White
1942	Ulysses Warren Jr.	1969	Starla
1943	Randy Brewster by GAL, Ulysses Warren Sr. ?	1970	Eric
		1971	Charles Akinson
1944	Nichole Warren	1972	Joyce Marie Carter
1945	Karen D Booth	1973	Venitta Logan
1946	Rhonda Alexander	1974	Lence Watson
1947	Jeffrey Branner III	1975	Glenn D. Bray
1948	Norris Coleman III	1976	Sherman Hill
1949	John Harvey Butler	1977	Andrew Whitfield
1950	Tomeicka Marshall	1978	Andre Minov
1951	Aiyana Lee McCoy	1979	Meoldy Monique Taylor
1952	Leamuel Turner	1980	Tyrone Dukes

1981	Cyril Hanna IV
1982	Mreshelle Denise Barnes Johnson
1983	Gerald Johnson
1984	Ronald Ray Anderson
1985	Ronnie Pettway
1986	Dale J. Cruse
1987	Heather Attumbe
1988	Heather A. Humble
1989	Dale Cruse
1990	Eric Lynn Reed Jr.
1991	Latesha Harris
1992	Kamari St. Leon
1993	Cycari Davis by GAL, Latesha Harris
1994	Joseph Lewis by GAL, Latesha Harris
1995	Diahanna Raye Christie
1996	Genesis Scales by GAL,
1997	Gloria Christie
1998	Mary Buckley
1999	Doris Linda Shabazz
2000	Michelle Martin
2001	Makayla Zinn by GAL, Michelle Martin
2002	Mickal Ledetter by GAL, Michelle Martin
2003	Raylina Raychelle Joseph
2004	Ceydah Lutt by GAL, Raylina Raychelle Joseph
2005	Cwari Lutt by GAL, Raylina Raychelle Joseph
2006	A'zari Allen by GAL, Raylina Raychelle Joseph
2007	Phyllis Freeman
2008	Neisha Smith
2009	Lee Andrew Dominique Jr.
2010	Karen Dominique
2011	Doorthy Dominique
2012	Jimmie Lee Manigo
2013	Joe Lee Manigo
2014	Jimmie Lynch Manigo
2015	Maurice Simeon Christian
2016	Stephanie Hughes
2017	Katrice McGinnis
2018	Levon McGinnis
2019	Levon McGinnis Jr.
2020	Vontrice McGinnis
2021	Edgar Cobb
2022	Marie Cobb
2023	Sundra Underdue
2024	Maurice Charles Oliver
2025	Maurice Oliver Jr. by GAL, Maurice Oliver
2026	Ja-Mari Oliver by GAL, Maurice Oliver

2027 Perry Glenn Young
2028 Rudolph Lionel Primus
2029 Robert Minard
2030 Shiericlea Adreana White
2031 Khaiaira Powell
2032 Kelis Powell
2033 Kaileah Sungah
2034 Kaison Sungah
2035 Raven O Stewart
2036 James Vernon Lester
2037 Herman Stewart Sr.
2038 Sheila Louise Henry
2039 Rose Marie Sims III
2040 Jeremiah Sims IV
2041 Rose Marie Sims IV
2042 Christopher Sims
2043 Wesley Sims
2044 Jeremiah Sims
2045 Chad Rooks
2046 Andre White
2047 Keion Hollins
2048 Kerry Hollins
2049 Tacora Hollins
2050 Lucia Moncada
2051 Colby Ronell Thompson-Whitfield
2052 Lloyd Thibauex
2053 Tina Marie Owens
2054 Sedric Reynolds by GAL, Tina Marie Owens
2055 Isaiah Ryenolds by GAL, Tina Marie Owens
2056 George Yates III
2057 Phyllis Thompson Tolliver
2058 George Yates IV
2059 Theodore Juan Tolliver III
2060 Tahim Tolliver
2061 Theodore Tolliver by GAL,
2062 Benjamin Reed
2063 Dina Marie Bryant
2064 Marcus Carmon
2065 Ariahn Harrison
2066 Roman Harrison
2067 Giovanni Gray
2068 Terrance Hall
2069 Mekiela R. Zayas
2070 Terry Beasley Sr.
2071 Terry Beasley Jr.
2072 Willie Ray Beasley
2073 Joseph Leonardi
2074 Cusanda Lynn Howard
2075 Stacey M. Troupe
2076 Dominick Troupe
2077 Eric Johnson
2078 E'sean Johnson
2079 Quintasa Troupe

2080 Sandra Grady

2081 Pamela Marie Breaux

2082 Orase Mcghee Jr.

2083 Orase Mcghee III by GAL, Pamela Marie Breaux

2084 Jordan Mcghee by GAL, Pamela Marie Breaux

2085 Pamela Travis

2086 Dararion Travis by GAL, Pamela Travis

2087 Isaiah J. Ortez-Toussand

2088 Dariene Bolds

2089 Dariyana A. Bolds by GAL, Bolds

2090 Stephanie Ortiz

2091 LaShanna Whitfield

2092 Joseph Williams

2093 Betty Malone

2094 Andrea Malone by GAL, Betty Malone

2095 Jeffrey Wilke

2096 Richard Malone

2097 Cynthia Addison

2098 Jimmie Edward Willson

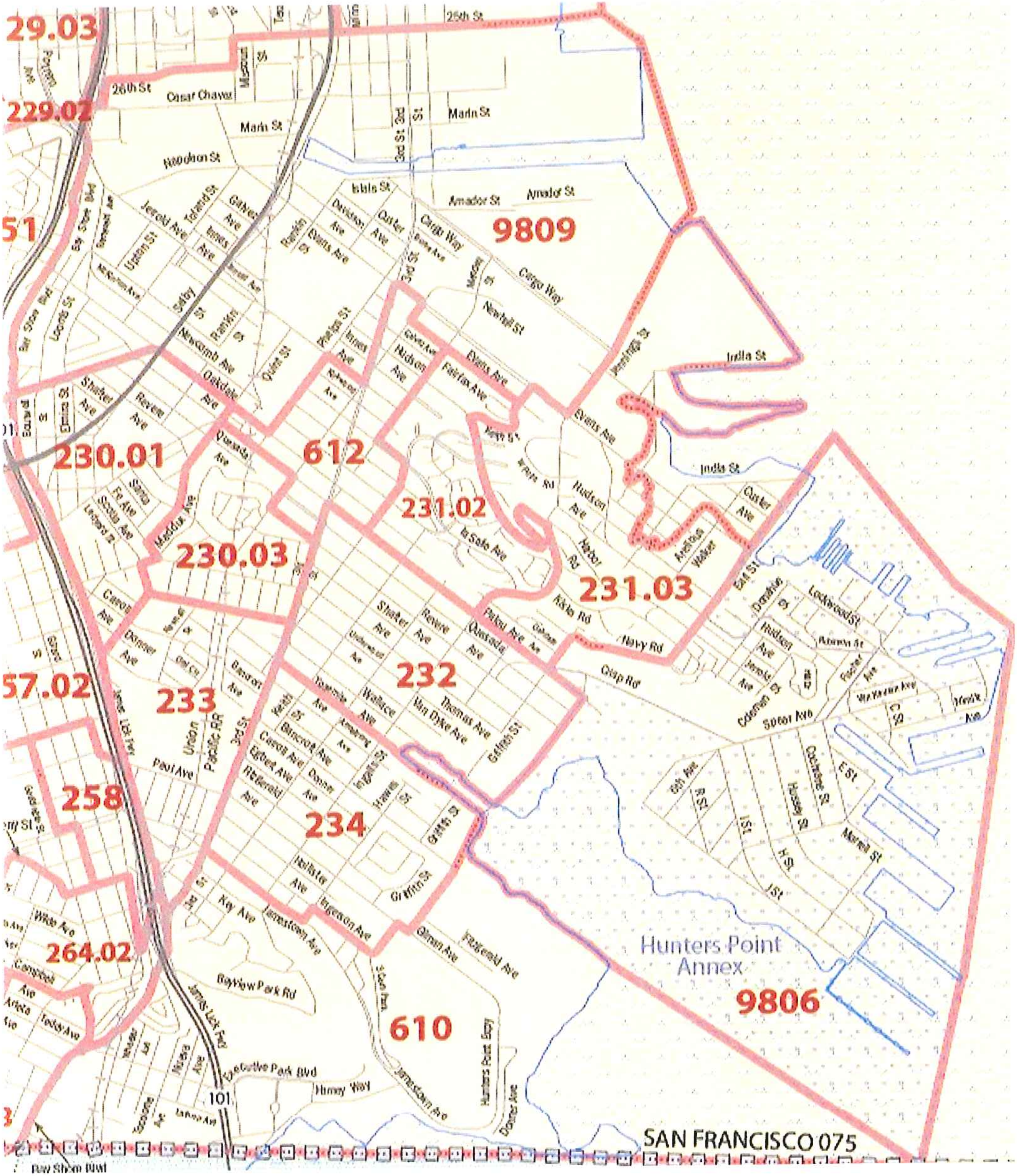
2099 Jimmie Richardson

2100 Alfonso Alvin Garcia

2101 Esther Ellison

2102 Ronald Ellison Sr.

EXHIBIT 1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Hunters Point
Annex
SAN FRANCISCO 075
25th St
26th St
Cesar Chavez
Marin St
Amador St
Cargo Way
India St
Evans Ave
Jerrold Ave
Oakdale Ave
Newcomb Ave
Shafter Ave
Revere Ave
Quesada Ave
La Salle Ave
Palou Ave
Navy Rd
Griffith St
Thomas Ave
Van Dyke Ave
Wallace Ave
Yosemite Ave
Bancroft Ave
Carroll Ave
Egbert Ave
Fitzgerald Ave
Paul Ave
Union Pacific RR
3rd St
Key Ave
Jamestown Ave
Gilman Ave
Ingerson Ave
Hollister Ave
Bayview Park Rd
Executive Park Blvd
Harney Way
Hunters Point Expy
Crisp Rd
Spear Ave
Lockwood St
Cochrane St
Manseau St
Hussey St
Coleman St
Donahue St
Innes Ave
Bay Shore Blvd
James Lick Fwy
Wilde Ave
Campbell Ave
Teddy Ave
101

EXHIBIT 2

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Attorneys for Petitioners
GREENACTION FOR HEALTH AND ENVIROMENTAL JUSTICE

NUCLEAR REGULATORY COMMISSION

IN RE: TETRA TECH EC, INC.	**DECLARATION OF ANTHONY SMITH IN SUPPORT OF PETITION TO REVOKE THE LICENSE OF TETRA TECH EC, INC.**

A. S.

I, Anthony Smith, declare:

Radiological Work History & Training

1. In total, I have seven years of experience working in the nuclear industry.

2. I started my career as a radiation worker in 2002, when I was hired as a "deconner" (i.e. a decontamination technician) to do decontamination work for New World Environmental ("NWE"), a radiological-staffing company. My first radiological jobs were short term assignments at military facilities in Maryland, Virginia, and Alabama. Later that year, I took a job at Hunters Point Naval Shipyard ("HPNS"), where I assisted with characterization surveys to identify radiologically impacted areas in anticipation of future remediation. My first job at Hunters Point lasted about one year, until I was laid off in 2003.

3. After my first job at Hunters Point Shipyard, I took and passed the Department of Energy's (DOE) Radiological Control Technician (RCT) CORE Exam. I was previously told I would need to pass the CORE Exam to work at HPNS as a Health Physics Specialist ("HP") when remediation work picked up. I passed the exam in 2003. The DOE CORE Exam covers fundamental radiation concepts and functions performed by HPs (also known as radiation control technicians, or "RCTs"), including mathematics and physical science, sources of radiation, sampling methods, survey instrumentation, dosimetry, and worker safety, among other topics. Passing the CORE exam qualified me to work as an RCT/HP at Hunters Point as well as most other nuclear or radiological sites in the country.

4. In addition to passing the DOE CORE Exam, I completed annual testing to maintain proficiency in radiological remediation practices. I also completed various onsite radiation and safety trainings throughout my career. When I worked at HPNS the second time, rad workers were often assigned readings on radiation-related topics to study on their own time, and

HPs were quizzed in a limited way by supervisors at our daily morning meeting. Together these trainings, along with expected prior experience and training, were intended to ensure HPs on the site were informed of proper radiological procedures as well as the health and safety risks associated with rad work. I observed that a number of the HPs did not appear to be knowledgeable or studying on their own as I was when at Hunters Point.

Experience at Hunters Point Shipyard

5. In 2006, I returned to work at Hunters Point Shipyard as a Junior HP for New World Environmental and I was promoted to a Senior HP by NWE. Around the end of 2009, I was forced to switched employers to Radiological Survey & Remediation Services, LLC ("RSRS") or be terminated because NWE was losing the sub-contract. RSRS made me a Junior HP for a number of months, and after about eight months promoted me to Senior HP, but my duties remained largely the same throughout my second stint at Hunters Point.

6. Over the course of my later six years at Hunters Point I performed a variety of HP roles across the base. The majority of my time was spent performing building surveys. I also performed soil sampling in the field and within Radiological Screening Yards ("RSYs"), oversaw laborers and provided access control for buildings and Radiologically Controlled Areas ("RCAs"), and worked the Portal Monitor screening vehicles entering and exiting the site.

7. Beginning in mid-2008, I noticed improper rad practices taking place at HPNS, including false soil sampling, incomplete building surveys, falsification of chain-of-custody ("COC") documentation, and data manipulation. In my view, the emergence of Tetra Tech as the primary radiological contractor coincided with the negative shift in culture and bad practices at the site. It is my understanding that while prior to 2008 NWE was the holder of the Nuclear Regulatory Commission ("NRC") radioactive materials license that governed the radiological work performed. Tetra Tech became the NRC license holder about that time that improper rad

practices became a regular event and as a result Tetra Tech gained more control over the rad work performed by subcontractors like NWE and Aleut World Solutions.

Building 351A

8. My first experience with improper or fraudulent sampling occurred in the late fall of 2008, when I was assigned to oversee a soil-remediation project in the crawl space under Building 351A. Building 351A was the last building to undergo remediation on Parcel G and was therefore the only work preventing Parcel G from free release by regulators. Building 351A was previously used by the Navy's Radiological Defense Laboratory and was confirmed during our characterization surveys as containing radioactive contaminants exceeding release levels. Areas of the building and the soil areas under the building that could be accessed in a crawl space were identified as containing radioactive materials above release levels that were required to be removed in the remediation process. As part of the Building 351A remediation of the crawl area, there were roughly a dozen laborers in protective gear (rubber boots and respirators) tasked with digging up the soil using shovels and trowels. Tetra Tech also rented a special soil vacuum truck with a long, eight inch hose to suck up the contaminated dirt that the laborers had loosened. The vacuum system deposited the soil in a container designated for low level radioactive waste, which was later shipped off site.

9. During the Building 351A project, fellow HP Josh Hooper and I were responsible for manning the opening to the crawl space and frisking (i.e., scanning the people and equipment for radioactive contamination prior to leaving the Building 351A work area) to ensure they were clean. Once the laborers completed the remediation work under the building, Josh and I were also responsible for post-remediation sampling of the area so that the building could be cleared for release. I asked that Josh and I be provided with respirators because of the large amount of air

borne dust under the building in the crawl area, as well as other standard personal protective equipment. Chuck Taylor, Tetra Tech' RSO representative and field supervisor, refused the request for the PPE respirator. Josh and I took a number of soil samples throughout the crawl area under building 351A and placed in containers for the samples to be tested by the laboratory at Hunters Point. Documents of the samples were done to show where the sample was taken, at what time, by who, and related information and kept with the samples. All together, the remediation process took several weeks to complete.

10. A day or two after Hooper and I finished post-remediation sampling and delivered the samples to the on-site laboratory, we were approached by HP Supervisor Steve Rolfe and asked to attend a meeting with management at Tetra Tech's HPNS office that was close to the end of the day. Approximately a dozen senior managers were present at the meeting, including RSRS Vice Presidents Daryl DeLong, Brian Henderson, Tetra Tech's Project Manager Bill Dougherty, and Construction Superintendent Dennis McWade. Mr. Bert Bowers, the NWE RSOR was not in the meeting, and that was a puzzle to me as the meeting progressed. During the meeting Dougherty explained to us the cost and effort that went into the Building 351A remediation, asking us with words to the effect "Do you know how much it costs us to rent that machine for two weeks?" Dougherty also told us that the test results of the post remediation soil samples showed some of the highest radioactive readings ever seen on the Hunters Point site. After discussing the cost of the delay having these elevated soil samples would cause, namely that the laborers would have to return to do more digging with the vacuum truck and we would need to take more post-remediation samples, Dougherty instructed us to destroy the existing highly contaminated radioactive soil samples from Building 351A and any related documentation, and directed us to take new samples from areas in the crawl space known to be clean.

11. Hooper and I returned to Building 351A to take new samples as we were told. We took the samples from areas that had been marked with flags, which were placed by engineers that had been directed to put flags in areas that were previously identified through surveys as consistent with natural background radiation levels that would get lab clearance. The new samples were then used to clear Building 351A and secure free release of Parcel G. In other words, the new samples did come from Building 351A, but were done to intentionally avoid the areas that had been shown to still have high radioactive contamination under the building. The re-sampling was taken selectively so that additional remediation would not be required, although the rules and procedures did require additional remediation due to the true soil sample lab results. To my knowledge, the contamination in Building 351A was never remediated.

Parcel A Cesium-137

12. The fraudulent sampling at Building 351A was not an isolated incident; in fact, it was just the first of many. For example, less than a year later, around July or August of 2009, I was assigned to HP Supervisor Justin Hubbard's crew and tasked with performing surveys and sampling as part of a project remediating sewer lines along Fisher Avenue and Spear Street. At the beginning of the project, Justin Hubbard directed me to take a background sample from somewhere in a nearby adjoining area that did not have radioactive contamination in order to establish naturally occurring levels of radiation for the sewer line work. I chose to take a sample along the border of Parcel A – an area we were told had never been used for radiological purposes and was already transferred to the City of San Francisco for development because it was believed to be free of any radioactive contamination above free release levels. Bordering Fisher Avenue there was a retaining wall that descended in height as it ran east to west parallel to the street, and behind the wall was a hill that went up towards the Parcel A development site. The retaining wall was about waist-high near the stop sign at the intersection of Fisher and Spear, about 20 feet from

the light pole. I reached over the wall and dug a hole to take the sample. I used my trowel to dig about 6 inches into the ground, and then removed some soil from the bottom of the hole, and placed the soil from the bottom of the hole in a plastic sample jar. I then walked back to our meeting point and gave the jar to Justin Hubbard, who then took the sample to the on-site lab. In a breach of proper procedure, no chain-of-custody (COC) form accompanied the sample.

13. The next morning or so, Justin Hubbard brought the soil sample out to our meeting spot and told me the sample tested "hot" for radiation at a level of two to three picocuries of cesium. Other members of the project crew at the meeting point that morning included HPs Ray Roberson, Carey Bell, and Jeff Rolfe. Hubbard stated to all of us in regards to the soil sample from Parcel A - "get rid of it and not say a word," or words to that effect. I took the sample back to the same area above the wall and dumped the soil back into the hole I originally took it from. I then disposed of the plastic sample jar in a bin for contaminated radiological waste. In the end, we used the established background area near building 505 for the background sample for the Fisher Ave. and Spear St. projects, although the building 505 area was quite some distance from the street project. I am aware that the Navy and EPA established release criteria levels, so that soil had to be remediated due to health and safety concerns if it tested above those levels. Different radioactive levels were set for each specific type of radioactive material we encountered at Hunters Point. The release level for cesium-137 was 0.113 picocuries. The cesium-137 results from the sample I took near Parcel A as reported as 2 to 3 picocuries was approximately 18 to 26 times more hazardous than the safety level set by the Navy and the state and federal regulators that oversaw the Hunters Point project.

14. As far as I am aware, I was the first and only person to take a sample of the soil at Parcel A. To my knowledge the radioactive contamination I found in Parcel A was not further investigated or remediated.

Fake Soil Sampling

15. After the Building 351A and Parcel A cover ups, fraudulent sampling became a regular occurrence for me and the teams I worked with at Hunters Point. From time to time I was assigned to work with a team of HPs under the direction of Tetra Tech supervisor Steven Rolfe. When we were doing soil sampling, and that soil sampling was to check on whether the remediation work that had been done was effective, with increasing regularity I and the team working for Mr. Rolfe were directed by Mr. Rolfe to take fake soil samples. In this early period of 2009 to early 2010, when post-remediation sampling was to be done, more and more Mr. Rolfe told me and the other HPs to cheat and take false soil samples. To do the post-remediation soil samples properly, engineers were to mark on the ground where we were to take soil samples because those spots were supposed to have the highest radiological readings. By taking the samples from the high reading areas it was presumed that if those areas were tested and came in under the Navy's and regulators' "release criteria" standards, then the entire area should be within the release criteria standards. When Mr. Rolfe told us to cheat by taking false samples, he instructed us to look like we were taking the samples from the marked spots, but to actually put soil into the sample containers that would go to the lab from nearby soil that was not marked by the engineers as the hot spots for rad contamination.

16. After a number of months of taking fake soil samples that were close to the marked areas, Mr. Rolfe told us that Tetra Tech bosses were not happy because the fake soil samples were being tested by the lab and still coming back with lab results that were too high and above release criteria, so remediation would have to be re-done. Mr. Rolfe explained that Tetra Tech EC did not want to have to re-do the remediation because of the lab failures, and we were to get fake soil samples from areas from now on that we knew would be clean of elevated radioactive contamination.

17. Beginning around 2010, I was doing soil sampling, called "dirt work" – in what we called "the triangle area" near Building 707 and later around the 500 series of buildings. Due to the directions of Mr. Rolfe, I was instructed that I was to get soil that was known to be clean and pretend that soil came from the Building 707 area and later the 500 building series we were assigned to sample. I had learned that soil in certain parts of the shipyard was clean and could easily be swapped with other samples in order to quickly obtain lab and regulatory clearance due to the fake samples of clean soil we submitted.

18. More specifically, I knew that the soil in a sewer trench in front of an area of the 500 series of buildings as well as the soil underlying the foundation of the old Hunters Point movie theater was clean serpentine or "green" dirt, and that the soil underneath the two palm trees near the old pump house (Building 521) also near the old theater was clean sandy soil. At the direction of HP Supervisor Steve Rolfe, other HPs and I would wait until lunch time or after work hours, when there was no one else around, and would go down to the clean sewer trench or later to the theater or palm trees depending on the type of soil needed. There, we would fill up a 5-gallon bucket with clean soil and bring it back to the Conex (a shipping container which served as a makeshift office) where Steve Rolfe, Tina Rolfe (Steve's wife), and Rick Zahensky worked with the samples. Inside the Conex the Rolfes and Zahensky would empty the true soil samples taken from the areas the samples were supposed to be taken from into another 5-gallon bucket and replace the sample with the clean soil from one of the three areas we got the clean soil from. Other HPs and I would then dump the soil from the real samples in open sewer trenches around the site before they were backfilled.

19. The practice of swapping clean dirt for samples really picked up in frequency while working in the Building 707 triangle area. Remediation in that area had been going on for about two years, and after three or four rounds of remediation and post-remediation sampling it still

wasn't clean of radioactive contamination above release levels. Frustrated by the cost and delay, Steve Rolfe directed me to "just go get some clean dirt." I followed Rolfe's direction and obtained some sandy soil from underneath the two palm trees near building 521. I then brought the soil from the palm trees to Rolfe who used the soil to submit fake soil samples for the 707 triangle area to the laboratory for testing to secure release of the area.

20. At the time of the Building 707 triangle area remediation and throughout the 500 series of buildings falsifying soil samples through the use of replacement clean soil was almost an everyday occurrence. The switching of real samples with the fake clean soil happened pretty much every day during my last year and a half or more at the shipyard. I was released from Hunters Point in September of 2012. I would estimate that I and my team switched real samples with fake clean dirt for the samples between 800 and 1000 times. I understand from my work at Hunters Point, after hours interaction with others, and my review of records, that Justin Hubbard's team also engaged in similar fake soil sample submissions to the lab for years.

Chain of Custody Forms (COC)

21. In addition to replacing suspected radioactive soil samples with soil from other areas that was known to be clean to obtain fraudulent laboratory testing results, the COC documents filled out for soil samples were regularly falsified. Proper procedure requires that you have a COC document for each sample taken. Proper procedure also requires that the rad tech that does the sampling not only fills in the COC but is also the one who maintains continuous custody of the COC along with the samples until custody is transferred to someone else and signed off as taking custody. It was expected from the COC that each HP would retain the samples and take the samples to the lab, never releasing the sample and COC from possession until the COC and sample was turned into the lab. The COC form is supposed to accurately reflect the time and place

the sample was taken and to remain in continuous possession of the sampler until samples are turned over to the lab. The practice became at Hunters Point for the Rolfe team that Tina Rolfe would fill out COCs in the office or conex while we worked in the field taking samples and then have the rad techs sign off on the COC as if they themselves had filled in the information. Tina Rolfe would simply cycle through the names of the HPs on my sampling crew – Rick Zahensky, Jeff Rolfe and I – when filling out COC forms, regardless of who actually took the sample. On some occasions Tina Rolfe listed herself as the sampler despite the fact she almost never worked in the field, and had not taken those samples. I rarely filled out COC forms during my time at Hunters Point, and almost never delivered my own samples to the lab, perhaps once a month. Because the trip to the lab was considered leisure time, Steve, Tina, or Jeff Rolfe or Rick Zahensky almost always delivered the samples. I also suspect that Steve Rolfe may not have trusted that I would not say anything to the lab workers about the COC being wrong, or the false soil samples, so that may have contributed to why I seldom made the sample delivery. When I did make sample deliveries to the lab most of the time Steve Rolfe came with me, again maybe to make sure I did not say anything.

22. Looking at the COC forms from Hunters Point displays that the forms are falsified. First, many soil sample COCs indicate samples were taken exactly every five minutes apart. In reality, sampling often takes longer than five minutes because some surfaces are difficult to penetrate, the sample must be properly bagged and labeled, and then sampling equipment must be decontaminated by being double-washed and air dried. In my experience, it is impossible to take soil samples every five minutes if you follow proper procedures. Second, the difference in handwriting between the sample times and the sampler information shows that the form was filled out by two different people. I can easily identify the difference in the forms containing only my handwriting and those containing Tina's handwriting and my name. Lastly, I remember occasions

when Tina Rolfe would fill out a COC as if I was sampling in one location, when I was actually working in an entirely different area that day. For example, I recall one occasion when I took samples near Building 707, but the COCs said I was sampling in the Building 500 series.

23. Having someone pre-fill the COC makes it impossible to determine where and when a particular sample was taken and seriously compromises the integrity of the sampling results for Hunters Point. From my time at Hunters Point, I understand that the other teams, such as Justin Hubbard's, also used fake COC documents for samples.

Sham Building Surveys

24. During my time at Hunters Point, a large part of my time was spent conducting building surveys. Building surveys generally entailed using a Ludlum 2360 with a detector to identify and confirm impacted areas in need of remediation. At HPNS, proper building surveys were conducted in up to three phases: Class 1, which required scanning 100% of the survey areas in a space known to have rad contamination or a high likelihood of rad contamination, using a grid system, comprising the floor and lower walls of the building; Class 2, which my supervisors described as the upper wall areas of the building, and Class 3, the areas the supervisors stated were the ceiling and roof areas of buildings. I understand that policies defined Class 1, 2, and 3 on other criteria, but the way we used it in the field was based on the floor, walls, or ceiling and roof. In my time at Hunters Point I conducted building surveys in almost all parts of the base, including Parcels C, E, and G.

25. Due to the amount of time required to perform a proper building survey, the practice at Hunters Point was to scan the high probability areas and fake the rest. Although we mostly performed Class 1 surveys, the Class 2 and 3 surveys were falsified by holding our instrument in place, or stationary, so as to generate the required amount of data, but having nothing to do with real scanning that was required. On numerous occasions my crew and I were

instructed by HP Supervisor Steve Rolfe to "just get numbers," which we would do by simply holding the 2360 detector in the same spot, or setting it down in one spot for up to 30 minutes while readings were recorded. I specifically recall "just getting numbers" at Building 707, throughout the 500 series of buildings and foundation footprints, buildings 351, 351A, 411, 401, 414, 406, 144, 146, 130, 103, 113, 521, and possibly building 203, although I am not sure on building 203. I know we followed similar flawed procedures at numerous buildings that the Navy's studies had designated as rad-impacted.

Data Manipulation

26. To the extent that building surveys were properly performed, and even when they were not done properly, the data collected was often changed to reflect results close to background radiation levels. I know this because I saw it being done. In approximately 2010, when I was in the trailer uploading my instrument I noticed Tina Rolfe on the computer manually changing data uploaded from previous scans. I eventually discussed the issue with other HPs and learned that Tina Rolfe and Rick Zahinsky were told to change numbers up or down in order to have readings within normal levels of radiation. I also heard Steve Rolfe chew out Zahensky and Tina Rolfe for not changing the numbers sufficiently. Rick told me that at times he would take the data information on a thumb drive and a work computer home and work until the early hours of the morning changing thousands of numbers, all to misrepresent the data to falsely show that conditions were normal at the site and avoid additional radiological remediation work.

27. After learning that data was frequently changed, I raised my concerns with the practice to my then supervisor Justin Hubbard. Hubbard told me that they were doing it everywhere else on the site and that was what management wanted. I also talked to Ray Roberson, Joey Cunningham, and Rick Zahensky about the issue and they all had a similar response: Tetra

Tech supervisors knew about the number tampering and directed that it take place; the quicker the area was deemed releasable, the faster Tetra Tech could get paid for completion of the project.

Radioactive Soil Shipped Off Hunters Point

28. When I returned to work at Hunters Point in 2006, a system was being used to scan for radioactive contamination at Hunters Point excavated soil. The system that was used was a large conveyor belt had a level of about 6 inches of soil spread on the belt. The belt would move under a group of radioactivity sensors that were set to alarm if radioactive contamination was detected above a certain set level. If soil triggered the radiation detector alarms the soil on either side of the sensors for a certain number of feet was to be removed from the belt and put in low-level radioactive containers for shipment to federally approved disposal sites. If the soil cleared the sensors, the soil was piled up in an area designated for soil to be shipped off Hunters Point to facilities that received soil that did not contain radioactive contamination.

29. I was aware of the conveyor belt system and its set up, but I did not work that operation. Sometime in 2006, I learned that it was discovered that Joe Lavell, a Tetra Tech construction superintendent a supervisor over the conveyor belt system, had increased the speed of the conveyor belt system far faster than had been approved. I also learned that Gary Wilson, a rad supervisor over the conveyor belt system, and Jane Taylor (an assigned Junior Rad Tech) silenced the rad detector alarms. I was informed that the conveyor belt system had been operated at 6 to 9 times the approved conveyor belt speed, and with no radiation detector alarms operating.

30. Based on my knowledge of how the radiation detectors worked, the sensors are much less able to detect radioactivity at higher speeds. I was informed by others at Hunters Point that Joe Lavell and Gary Wilson explained that they set the conveyor belt (Joe Lavell) to run at the higher speeds because the alarms kept going off at the approved speed and virtually none of the

soil was able to be cleared as free of radioactive contamination within approved levels. Gary Wilson explained that he changed the radiation detector alarm settings so the alarms did not sound.

31. The soil that was improperly scanned through the conveyor belt system at too fast a speed and with no functioning alarm was improperly allowed to be shipped off Hunters Point and was shipped off Hunters Point as non-radioactive material. After it was discovered that the conveyor belt system had been run far too fast, some thousand plus cubic yards of soil still remained in piles that had been improperly cleared by the conveyor belt system. I and other HPs were assigned to help scan the soil that remained in the piles. HPs such as myself scanned soil picked up by front-loaders, however the soil was two to three feet in thickness so our sensor were ineffective in sensing radiological contamination much below six inches. If our sensor, which were not fully effective due to the multiple feet of thickness to the soil, did not detect high radioactive readings the soil was deemed "cleared" and sent in trucks to go off site. The soil then regularly failed the Portal Monitor screening. However, HPs were restricted to scanning the truck trailers of soil through the bed and side of the truck, which our instruments were not effective to effectively detect the radiological contamination beyond about six inches.

32. At no time was I informed that any effort was made by Tetra Tech, the Navy, or others to alert the towns, counties, landfills, and others that received the large amount of soil that was most likely radioactive but labeled as cleared of radioactive contamination over the months before it was discovered that the conveyor belt system had been improperly run.

Work Culture at Hunters Point

33. During the second half of my time at Hunters Point there was a noticeable negative shift in culture which can be best described as fraudulently cutting corners wherever possible. Production – that is, getting the work done as quickly as possible and with as little cost as

possible– was the sole concern at HPNS, and it came at the expense of proper radiological procedures. Fraud was committed on a daily basis. It even reached a point where field workers participating in fraudulent activities established a warning system on the radios to alert one another when Bert Bowers, the Radiological Safety Officer on site, was coming out in the field.

34. The fact that these improper procedures and fraudulent practices were occurring on a regular basis was not lost on me. However, on the occasions that I did raise concerns about the way work was being performed, the response was always the same: "That is what they (Tetra Tech management or the Navy) want – get it done and get it done fast". We were told that "if you don't like it you can go home." I regularly heard of other employees being laid off from HPNS, and knew that if I refused to follow the direction of supervisors, no matter how improper or unethical I believed that direction to be, I too would be let go. The generous pay and tax free per diem were strong incentives to keep my head down and go along with what management wanted, and I know many others felt the same.

35. I was ultimately laid off in September 2012. By the end of my employment at Hunters Point I could hardly stand the mental burden and stress due to the cheating that came with the job. I experienced high blood pressure for the first time in my life. My experience at HPNS and the anguish I felt for what occurred due to the frauds there has caused me to give up on the rad industry and I have not worked in that business since.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge.

Executed on June 3, 2017 in Young Harris, Georgia.

Anthony Smith
(6-3-17)

EXHIBIT 3

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GREEN ACTION FOR HEALTH FOR ENVIRONMENTAL JUSTICE

NUCLEAR REGULATORY COMMISSION

IN RE: TETRA TECH, EC, INC.	**DECLARATION OF ELBERT BOWERS IN SUPPORT OF PETITION TO REVOKE THE LICENSE OF TETRA TECH EC, INC.**

I, **ELBERT BOWERS**, declare:

Background and Work History

1. I have been involved in the occupational radiation-safety industry since 1978. My experience within the industry has been diverse and I have been assigned to many worksites, including Department of Energy facilities, commercial nuclear power plants, and regulated environmental remediation and reclamation projects. I started at the Oconee Nuclear Power Station as a trainee. I completed Health Physics trainee "entry level" screening. This consisted of Health Physics fundamentals and classwork that lasted approximately six months. It was followed by in-depth Health Physics theory addressing, in part, ionizing radiation – its detection, sources and corresponding effects involving exposure to the living cell (i.e., biological risk). This training was supplemented with hands-on "in-field" exercises and additional follow-up classes within regular six-month intervals.

2. I worked my way up to becoming a Health Physics Specialist ("HP"), a process that took approximately four years. During that time, I also became ANSI 3.1-qualified. In April 1988, I gained instructor certification through the Institute of Nuclear Power Operations (INPO) to implement all aspects of Occupational Radiation Safety training programs. I gained similar certification to implement like programs at U.S. Department of Energy facilities in November 1995, while assigned to the Rocky Flats Environmental Technology Site (RFETS).

3. In addition to the aforementioned places I have worked, other tenures involving radiological work included assignments at: the Indian Point Nuclear power plant in Buchanan, New York; the Babcock & Wilcox nuclear fuel production facility in Lynchburg, Virginia;

Hartley & Hartley Landfill, Kawkawlin, Michigan; Grissom Air Force Base, Indianapolis, Indiana; Shapack Landfill, Attleboro Massachusetts; and Warren Peak Air Force Weather Station in Sundance Wyoming. Subsequently I worked at several places for New World Technology ("NWT"), a radiological safety staffing firm. (At that time, New World Environmental ["NWE"] was doing business under its corporate name, "New World Technology.") I worked for NWT in radiological roles at: Pickatinny Arsenal in New Jersey; China Lake Naval Air Station in Ridgecrest, California; and at Hunter Point Naval Shipyard ("HPNS") in San Francisco, California. After leaving NWT, I was employed by Tetra Tech EC at HPNS and finished that employment in a radiological role while assigned at Naval Air Station Alameda in Alameda, California.

4. I started working for NWT at HPNS in January 2001 and became the company's Radiation Safety Officer Representative ("RSOR") in January 2004. I worked in that capacity for approximately three and one-third years. Then, on March 30, 2009, after Tetra Tech EC invoked first time use of its own NRC materials license and ceased the conduct of operations under NWT's license, I "rolled over" - with endorsement by Navy Radiological Affairs Support Office ("RASO") Lead Environmental Program Manager, Laurie Lowman - from working for NWT to working for Tetra Tech EC directly as RSOR (with technical accountability to Mr. Clifford Stephan, Tetra Tech EC's License Radiation Safety Officer).

5. During my first week with Tetra Tech EC as the RSOR at HPNS, Mr. Stephan left the company after which I assumed the dual role of Tetra Tech EC License RSO (with technical accountability to Mr. Philip Bartley, Tetra Tech EC Vice President, Environmental Safety and Quality Services). In accordance with Nuclear Regulatory Commission (NRC) mandated approval protocol, my assignment as Tetra Tech EC License RSO was reflected on the

company's amended NRC license dated July 27, 2009 (designation as the company License RSO remained in effect through December 2009, the same approximate time Mr. Bartley's Tetra Tech EC tenure ended). I held the Tetra Tech EC RSOR position at HPNS for approximately eighteen months. I had prior experience as an RSOR at the high profile Superfund site of Shapack Landfill, Attleboro Massachusetts, and the Hartley and Hartley Landfill, Kawkawlin Township, Michigan. My responsibilities as RSOR at these sites included the accommodation of announced and unannounced NRC inspections as well as overseeing radiological activities at the projects to ensure uninterrupted licensee compliance with NRC mandated regulations, thus ensuring work was performed in a way that validated safe operations and ensuring the health and safety of the project staff, the general public and the environment.

6. During the time I worked at Hunters Point Shipyard I had multiple concerns pertinent to radiological safety. They included safety oriented concerns centered around: Tetra Tech EC's ever worsening "production over safety" work culture; willful use and retention of unqualified and/or under-qualified workers; improper use of the Portal Monitor; and numerous incidents where I became aware that NRC license compliance was, at the very least, compromised and potentially violated. I have since learned to my dismay that the concerns I had were but the "tip of the iceberg" for I was not aware of the rampant radiological frauds that were being directed by the Tetra Tech EC management and supervisors with whom I worked.

Tetra Tech EC's Work Culture

7. My most serious concern that I had while working at Hunters Point with RAD work practices involved the work culture of key construction oriented Tetra Tech EC "decision makers" – persons in upper level project management roles at HPNS. In order to comply with

NRC Form 3 and Materials License mandates, I found myself routinely obligated in ever increasing frequency to bring concerns about RAD safety shortcomings to Tetra Tech EC's top on-site managers, William "Bill" Dougherty, the Construction Project Manager, and Dennis McWade, the Construction Project Superintendent. However, over the course of my employment tenure under Tetra Tech EC, both Dougherty and McWade demonstrated a "profit driven production first" mentality adversely impacting, with increasing frequency, almost every radiologically-oriented project operation at the expense of basic radiological safety. I initially thought that these Tetra Tech managers simply displayed radiological incompetence which firm and assertive corrective actions on my part would easily correct. Instead, over the course of my last months as a Tetra Tech EC Hunters Point employee, I became more and more convinced that the underlying "envisioned" production needs of the Construction Department overrode proper radiological practices. The Construction Department for Tetra Tech EC viewed NRC regulated requirements and the HPs who enforced them as impediments to production at Hunters Point. Dougherty and McWade didn't respect the HPs professional responsibilities or authority. I observed that the example of Dougherty and McWade created an unhealthy "trickle down" effect as to how other Construction Department staff treated HPs in the field. I was aware that HP's were instructed to speed up work in order to meet production schedules or otherwise be viewed as willfully contributing to project cost overruns and subject to threat of termination.

8. Tetra Tech EC's poor safety culture was further enabled by dictating the preferential hire of unqualified HPs, as further detailed below, who were pliable and willing to be coerced into doing – right or wrong - what the Construction Department dictated as opposed to standing up to them and insisting that all rad work be done compliantly and in accordance with Tetra Tech EC's

NRC issued license and supporting project RAD safety procedures, despite any potential delays in production.

9. Also as a result of Dougherty and McWade's attitude was a gradually implemented culture of deception. I didn't know it at the time, but I have since been informed by former HPs at Hunters Point that the Tetra Tech EC HP supervisors had an "early warning system," under which they were alerted when I would leave my office and go out to the field. Thus alerted, the supervisors, in particular Justin Hubbard and Stephen Rolfe, insured non-compliance and obvious cheating on rad practices ceased, at least until I went back to my office.

10. In addition to the early warning system, I discovered during the last few months of my Hunters Point tenure that the Construction Department kept me "out of the loop" of some of the places and times RAD work was being done. This was occurring despite the fact that, to ensure the safe and compliant conduct of all RAD work performed under Tetra Tech EC's NRC license, communication to me or my designee of such planned work was first required. As further described below, I only discovered such work was taking place by conducting RAD-safety integrity checks throughout the shipyard at various times of the day, including after-hours. I suspect that despite my efforts RAD work was conducted that I was never informed of, or discovered.

11. Looking back, I realize that safety culture expectations suffered when the nature of Tetra Tech EC's contract with the Navy changed. The contract transitioned from a time-and-materials contract to one with a firm fixed-price in 2009. See, Attachment 1, as an example of the firm fixed-price contract formats that were used from 2009 on, a June 24, 2011 Scope of Work Contract issued by the Navy. Under the time-and-materials contract, there was no financial incentive to cut corners as Tetra Tech EC was paid for its actual costs plus a percentage for

profit. However, under the firm fixed-price contract, there was an incentive to cut corners; profit was maximized by cutting costs, speeding up production, and finishing up as far ahead of schedule as possible. So, for example, costs were cut by laying off HPs. In fact, after the firm fixed-price contract model was instituted, 2 of the 3 HP slots that were designated to report to me for miscellaneous "Basewide" support purposes (i.e. NRC license compliance oriented confirmatory surveys of all Radiologically Controlled Areas not actively worked, incoming/outgoing Portal Monitor surveys, etc.) were eliminated beginning in January 2011.

12. Costs could also have been more substantially cut by cheating on various RAD remediation processes. I was not aware of the RAD fraud at the time. I have learned from the *Investigation Conclusion Anomalous Soil Samples at Hunters Point Naval Shipyard* report, as well as the admissions by Anthony Smith and others, that widespread fraudulent cheating on soil samples, scanning, and remediation was done. This scheme of RAD fraud dramatically reduced costs to Tetra Tech, increased the profits to Tetra Tech, and potentially allowed RAD contamination above release criteria to remain on Hunters Point and to be shipped off Hunters Point as non-rad soils, threatening the health and safety of untold numbers of people for eons to come.

13. After the contract changed, I noticed more frequent RAD-oriented discrepancies, going at first from one incident every 6 weeks or so that I discovered, to one every 2 weeks, to upwards of one or more a week. I have since learned after my removal from Hunters Point that dramatic and systematic RAD frauds were engaged in that were kept secret from me by Tetra Tech EC management and others.

14. The incentives that accompanied initiation of the firm fixed-price contracting model explain, in large degree, the deterioration of Tetra Tech EC's safety culture and the

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accompanying RAD fraud. Based on my experience, following proper radiological procedures often results in production delays (e.g., a series of excavation steps that typically take 15 minutes for a heavy equipment operator to complete may, instead, take upwards of 45 minutes for the same steps if subject to radiological controls due to the plethora of monitoring intervals expected of HP safety personnel).

15. Eventually, after months of escalating "cooperative teamwork" difficulties with Tetra Tech EC's on-site construction management, I felt overarching pressure by Bill Dougherty, the Tetra Tech EC Construction Project Manager to "look the other way" – even though ever more bizarre RAD safety irregularities persisted. The situation reached its peak for me on the morning of January 13, 2011 when Dougherty angrily threatened to have my name "removed" from the license, then - in what remains the one and only such scenario of its kind encountered in my 30 plus year professional career - followed up with shouted demands that I immediately remove myself from the project along with my personal belongings. This was the treatment I endured while adhering to the federally protected obligations and mandates of NRC Form 3. I was trying to apprise Dougherty of the most recently-discovered compliance concerns of adverse impact to Tetra Tech EC's NRC license.

Tetra Tech Did Not Correct RAD Fraud That Resulted In Release Of RAD Contaminated Soil To The Public

16. When I began working at Hunters Point in 2001, and for some years thereafter, a major focus of Navy radiological cleanup protocol and the work of Tetra Tech – referred to as "characterization" or "investigative" assessments - was to survey buildings and areas of Hunters Point to try and determine whether an area or building was "impacted" (meaning elevated

readings of the building or area confirmed the probable presence of radiological contamination above release criteria levels established by the Navy and regulators). Because buildings and structures were the primary focus of Navy contract awards in the early years, there was not yet a significant priority at that time placed on extracting contaminated soils from Hunters Point and remediating that soil (e.g., pursuing efforts to remove the radiological contamination from the soil so that the soil left behind no longer posed a health hazard to workers, the public, and the surrounding environment.)

17. In the mid-2000's, the Navy began to release contract awards for work to assess potentially RAD contaminated soil impacted areas of the shipyard, and remediate any radiologically contaminated soil where confirmed to exist. One process used for the purpose of soil remediation at Hunters Point in 2006 involved the staging and use of conveyor belt hardware. Working under two separate Navy awards, extracted soils originating from the Hunters Point Installation Removal – 02 (aka: "IR-02") and the PCB Hot Spot areas of Parcel E were staged to go through conveyor belt systems. Strategically positioned directly above each conveyor belt was a set of twelve radiation detectors that were connected to a computer system. Each computer was equipped with software featuring real-time RAD count rate detection displays and corresponding alarm indicators to alert system operators of RAD-elevated anomalies and RAD contamination when present. The soil to be processed was to be verified as non-saturated (from rain, etc.) and placed on the conveyor belt at a thickness of no more than 6 inches. The soil was then to be moved at a slow, established monitoring rate, under the radiation detectors. If the detectors sensed RAD-elevated anomalies, i.e. radiological contamination, above a naturally occurring "background" radiation intensity level, the sensors triggered an alarm. Once the alarm was sounded the conveyor belt was to stop. A manual survey of the soil

was to then be performed and the contaminated soil was to be removed from the belt and placed in low level radioactive waste containers. Containers in which rejected soils were placed would then be securely staged until arrangements were in place for a low level radioactive waste shipment from Hunters Point to one of the four federally approved low level radioactive waste disposal sites in the United States.

18. The soil from Parcel E that was being processed by the conveyor belt systems at that time also had other forms of contamination, such as oils and PCBs. Because of the parallel existence of non-RAD oriented contaminants, waste soil that was cleared of RAD concerns was to be shipped off Hunters Point to third parties that receive such chemically impacted soils. Although NWT and Tetra Tech were not the shippers of that soil, I understand that the final disposition of waste soil designated as non-RAD that was shipped off Hunters Point generally involved disposal nearby in Northern California.

19. Tetra Tech, as the construction company, had control over the conveyor belt system for it was considered construction based equipment. NWE RAD HPs were not permitted to change, adjust, or handle the conveyor belt processes. In particular, NWE RAD HPs were not permitted to adjust the conveyor belt speed. The conveyor belt speed was controlled by Tetra Tech EC management. There was no standard operating procedure of set frequency to check the belt speed, or any directives to check the belt speed at all. NWE HPs did have authority over the radiation detectors and the alarm used in the conveyor belt system for those sensors and the alarm specifically related to remediation of the RAD waste.

20. For months in 2005 and 2006 the conveyor belt systems ran processing thousands of cubic yards of soil, but early in the process a substantial amount of the soil was pulled as having excessively high radioactive content, and was segregated and disposed of as low level

radioactive waste. Due to the employee time and costs related to the identification and removal of the radioactive contaminated soil through the conveyor belt system, I contacted Ulrika Messer, a Tetra Tech EC manager in San Diego who was responsible for the conveyor belt processing and this specific contract for Tetra Tech EC under Tetra Tech EC Vice President Neil Hart. I called Ulrika Messer and stated that NWE had incurred costs that equaled about 80% of the total contract allotment because of the labor time and associated expenses due to the large amount of radioactive waste that was identified and removed through the conveyor belts systems. Ms. Messer screamed at me over the phone that these costs were a very serious problem for Tetra Tech EC, and that she would have to get on her hands and knees and "crawl to (Tetra Tech VP) Neil Hart begging for more money", or words to that effect.

21. I have learned through discussions with HPs, including Anthony Smith, that after I informed Ms. Messer that the soil processing through the PCB Hot Spot conveyor belt system was exhausting the funds budgeted for her project, that efforts were taken to cheat so as to increase production and decrease identification and remediation of radiological contamination in the soil. Mr. Smith informed me that Joe Levell, a Tetra Tech supervisor, substantially increased the speeds of the conveyor belts, which, in turn, compromised the previously established monitoring accuracy of the corresponding RAD detector sensors. I know that Joe Levell was a Tetra Tech EC employee who reported directly to Ms. Messer as her field lead at Hunters Point. Manipulating conveyor belt controls – including that for belt speed, was something that only a Tetra Tech EC manager was permitted to authorize, and NWE was barred from making such adjustments - including the belt speeds.

22. In approximately July of 2006, HPs, who I think were Billy van Vo, Jack Schelebo, Emmitt Brown, Ray Roberson, and possibly others who worked in that operation, reported to

New World management that the conveyor belt systems were not being operated properly. During my tenure at the shipyard in July and August of 2006, I saw memos from Tetra Tech EC managers that stated that the belts had been run at twice the approved speeds. (See attachment 2, the August 23, 2006 email from Ulrika Messer of Tetra Tech EC to Mike Wilson, the CEO of New World, aka NWE.) In later discussions with some of the employees who worked in the field who knew how the belts operated, I was informed that the belt speeds were increased between a factor of six to nine times the approved speed. In my training and experience involving these types of radiation detectors, it is common knowledge that the detectors become much less effective when the scan speeds are increased. Based on my experience and knowledge, I would estimate that the radiation detection sensors would be nearly worthless to detect all but extreme radiation emissions at such high speed scan rates. The radiation detectors at these speeds would not be able to detect and alarm for radioactive contamination at the health and radiation safety criteria that the Navy and regulators had set for Hunters Point.

23. In the time I worked at Hunters Point I learned in and around July and August of 2006 that individuals, including Senior HP Gary Wilson (who had recently been promoted into a supervisory role), were also involved in actions to intentionally cripple the conveyor belt system's ability to detect radiation. I was informed by New World project manager Dan Spicuzza that Gary Wilson, who is the brother of NWT CEO Mike Wilson, had silenced the radiation detector alarm on the PCB Hot Spot conveyor belt system. Mr. Spicuzza told me that Gary Wilson had stated when questioned, that Wilson had silenced the alarms because the alarms were going off so much that all the soil was being treated as radiologically "crapped up" and there was way too much down time (or words to that effect). Having a large amount of the processed soil deemed radiologically contaminated slowed the process down, and dramatically

increased the costs due to the steps necessary to segregate, containerize, and prepare for shipment the soil deemed low level radioactive waste. I understood from the discussions that Gary Wilson had felt pressure from Tetra Tech management to reduce the amount of soil that was removed as radioactive contamination in order to reduce costs and increase the clearance of soil as "clean" soil, and Wilson silenced the alarms as a result of that pressure from Tetra Tech. I now can only wonder if Ulrika Messer of Tetra Tech (again, the person who became so uncontrollably enraged when I advised her that the PCB Hot Spot budget had dwindled to a 20% reserve) vented as well to NWE CEO Mike Wilson (the brother of PCB Hot Spot RAD supervisor Gary Wilson), and intimidated CEO Wilson into persuading his brother Gary to increase PCB Hot Spot production using whatever means necessary. I am aware that Gary Wilson was subjected to some form of discipline for his actions in August of 2006, but he was not fired for that cheating. Months later Gary Wilson was let go because he had serious attendance and related problems. I am not aware that Joe Levell was disciplined by Tetra Tech EC at all for his deceptive act of drastically increasing the PCB Hot Spot conveyor belt speed.

24. In August of 2006, I was informed and received emails that showed Tetra Tech VP Neil Hart was overseeing the response to the disclosure that Joe Levell and Gary Wilson had taken actions that made the conveyor belt system a fraud and ineffective in properly screening soil for radioactive contamination. Ms. Messer advised through e-mails and related communications that the VP Neil Hart was checking on the processes that were taken to screen the thousands of cubic yards of soil that had had been falsely screened by the conveyor belt system. I was aware that Justin Hubbard was put in charge of supervising the processing of the soil that had been fraudulently processed through the conveyor belt system. See, Attachment 2. I have learned over time after my Hunters Point tenure that Justin Hubbard was actively involved in a pattern of

cheating during the radiological remediation of soil and buildings that ensued. I know of no steps taken by VP Neil Hart to have the third parties warned that the thousands of cubic yards of soil they received had been falsely screened by the conveyor belt system and were potentially contaminated with hazardous levels of radiological contamination. If Tetra Tech had wanted to give such warnings I would have to have been involved and informed due to the radiological nature of the problem. I believe Tetra Tech top management determined not to inform third parties and the government bodies to avoid having to redress the potential major health hazard the company had created by the release of radiologically contaminated soil into the public. In the five years following the discovery of the false conveyor belt scanning in July of 2006 while I worked at Hunters Point, I never learned of any information that Tetra Tech EC management changed its decision to hide the improper shipment of radioactive contaminated soil into the public. I am not aware of any information to date that Tetra Tech EC, the Navy, or any of the regulators have alerted the third parties, which may include towns, cities, and counties that received this soil, of the radiological health and safety hazard of that soil.

Unqualified workers/willful submittal of fraudulent qualifications by staff

25. Another of my concerns centered on conformance with expected worker qualification as required by the Navy in order to work at Hunters Point as an HP. One stark example of someone in conflict with the Navy's expectation was Jane Taylor.

26. When a resume was submitted on behalf of someone interested in filling a vacant HP slot at Hunters Point, he or she was required to meet a minimum standard of qualification as contractually detailed in the agreement with the Navy. For the agreement between the Navy and Tetra Tech, for one to be considered for a junior HP role, a candidate had to have a minimum of

one year's experience in radiological remediation and safety prior to arriving at Hunters Point, while a senior HP candidate must have had a minimum of 3 years' experience. As for both junior and senior HPs, the Navy required that minimum experience levels had to comply with ANSI Standard 3.1. The ANSI 3.1 standard is based primarily on desired "skill set" driven experience that would involve extensive work experience in the radiological remediation and safety field.

27. In addition to the contract requirements, I expected from my prior industry experience that some form of RAD "fundamentals specific" screening examination would be required to assess and document the baseline knowledge and skill sets of junior and senior HP candidates prior to hiring. However, I found that this was not the expectation for new hires at Hunters Point that were to work on behalf of Tetra Tech EC.

28. Over the course of my professional career as both a RAD supervisor and Radiation Safety Officer Representative, I participated in reviewing the qualifications of potential new hires, but at Hunters Point my review of qualifications and influence in the hiring decisions were at times limited. Normally, I reviewed resumes at Hunters Point in conjunction with Mr. Bill Haney, my NWT direct supervisor, and NWT's Program Manager for Hunters Point, but that wasn't always the case.

29. In February 2006, I received a copy of a resume for Jane Taylor from the NWT Human Resources Director, Kari Guidry. Upon reviewing it, I had serious doubts as to the veracity of the resume. Listed as Jane Taylor's only radiologically oriented tenure was prior experience as a senior HP with a company named "Taylor Made Construction." Taylor did not list any employment as a junior HP. Nor did her resume indicate that she was ANSI 3.1 qualified. From my prior job searches and my experience in the industry reviewing resumes and confirming qualification credentials, I was very familiar with the relatively limited number of companies that

specialized in RAD safety support services that would use HPs. I had never heard of Taylor Made Construction in the field, which raised an immediate red flag in my mind. I promptly shared my doubts on the authenticity of the resume by phone with Ms. Guidry. She abruptly said: "I'm H.R., you're project management. I'll do my job and you do yours – if I need your help I'll ask for it", or words to that effect. Despite my doubts about Jane Taylor's qualifications, which I attempted to address, Guidry told me that she still intended to hire Jane Taylor. I told Bill Haney about this conversation by phone and he told me "Put her somewhere with a senior where she can't hurt us, and keep an eye on her," or words to that effect. I tried to follow this direction and my own belief that Taylor was not qualified. However, in the later years due to Taylor's personal relationship with Tetra Tech EC Construction Superintendent Dennis McWade, I could no longer control the assignments of Taylor and she received special treatment by Tetra Tech management outside of my control.

30. Jane Taylor was hired by New World Environmental on March 1, 2006 as a junior HP despite the doubts about her resume and her apparent lack of any legitimate prior RAD-oriented qualification - ANSI 3.1 or otherwise. In May 2006, less than three months into Taylor's initial Hunters Point tenure, Ms. Guidry informed me to my surprise that she was promoting Taylor into a vacant senior HP position which had opened at Hunters Point.

31. On May 19, 2006, within a week of Taylor's promotion to the senior HP classification (and subsequent to being announced to the project staff), senior HP Richard Stoney stopped by my office and – obviously upset - tendered his immediate resignation. Upon attempting to identify the bases of what appeared an abrupt, emotionally driven decision, Stoney explained with words to the effect that "in good conscience", he could not "work alongside Jane Taylor" now that she was being placed "in a senior HP role" because he knew she didn't have "junior or

senior HP qualifications" and that "the resume she submitted to New World was faked by Samantha" (Samantha Taylor, Jane Taylor's daughter). I asked Mr. Stoney if, instead of resigning, would he be willing to discuss what he knew with Guidry. Still intent on immediately resigning, Stoney indicated that he couldn't imagine "anything productive that could come from that," or words to that effect. I then asked Stoney if he understood I had an obligation to convey to corporate Human Resources what he had conveyed to me, after which Stoney acknowledged that he was. Stoney permanently left the project that same day, and I relayed what had happened by phone to both Guidry and Haney. I wondered why Taylor had been promoted and so quickly for she did not have the background, training, and experience - and nothing she did while employed contradicted that she was a fraud. I heard from others over time that Ms. Taylor was involved in sexual relations with superiors at Hunters Point that might explain the favored treatment she received.

32. As her presence at Hunters Point proceeded, I heard from another senior HP, Arthur Jahr, in the presence of New World HR Director Kari Guidry, that it did not appear Taylor knew what she was doing. For example, we were told she did not know how to use RAD scanning equipment properly, a skill any HP would be expected to have.

33. On October 10, 2008, Taylor left Hunter Point Shipyard. She sought to return to work at Hunters Point in January of 2009. My understanding was that she left Hunters Point to seek work at the U.S. Department of Energy's Oak Ridge Nuclear Facility (where RAD training department screening examinations are administered), but was unable to get a job there. As when Taylor first arrived at Hunters Point, I did not feel she should be re-hired because she was a fraud. However, on January 15, 2009, I received a directive from Dennis McWade, Tetra Tech EC's Construction Superintendent, who told me that Taylor was going to be returning to work at

Hunters Point and ordered me to have Taylor re-hired into a senior HP slot effective the following Monday. Tetra Tech was the general contractor that retained NWT, the company I worked for at the time. I stated to McWade that I would pass along his direction to New World HR to re-hire Taylor. Despite my personal thoughts about Taylor, her fraudulent resume, and the reports she did not know the job, I knew a precedent had already been set during her initial hire – the precedent was confirmed when I informed my supervisor Bill Haney, who again advised to "place her where she can't hurt us", or words to that effect. I was told that McWade previously had an ongoing sexual relationship with Taylor and personally witnessed that they appeared to be romantically attached. I suspected the sexual relationship was the primary reason he wanted Taylor rehired. I told McWade that there weren't any senior slots available but McWade told me again to call my supervisor and "that HR lady" and to make sure Taylor was re-hired effective the following Monday and he would make sure there would be a senior slot opened for Taylor by that time. Despite my personal and professional reservations about Taylor's rehire, I passed along McWade's directive to my supervisor Bill Haney and New World's HR Director, Kari Guidry. Taylor and McWade later got married during, per Taylor, a weekend "getaway" to Las Vegas.

34. The obvious favoritism shown Taylor through her hiring, promotion, and re-hire became a source of growing conflict among the HPs and Tetra Tech employees, and grew as Construction Superintendent McWade made the favoritism more obvious, such as when McWade arranged for delivery of a personal desk for Taylor next to McWade's in the Construction Superintendent office.

35. Upon Jane Taylor's re-hire in 2009, as the year went on I had less and less ability to have influence over where Taylor or anyone else on staff was assigned to work at Hunters Point.

Specific to Taylor, all reporting HP supervisors – who likewise were aware of her fraudulent qualifications – as well as her romantic connection to McWade, were asked to closely monitor Taylor's activities and performance skills while in the field and, as was passed on by my supervisor Bill Haney, continue to use her in roles "where she can't hurt us".

36. In 2009 after I had rolled over from New World to Tetra Tech EC employment, my lead HP field supervisor, Adam Berry, informed me that Tetra Tech EC management, primarily Dennis McWade, saw to it that Taylor was assigned to work overseeing all Radiological Screening Yard (RSY) activities. McWade did not first seek my concurrence before the assignment of Taylor, and as in previous instances involving Taylor's retention for rad safety work at Hunters Point, I was not in favor of this assignment and informed my - now Tetra Tech EC direct report, License RSO Eric Abkemeier of Taylor's history and the current situation involving McWade's action. I shared with Abkemeier the prior reports from the New World era that Taylor did not know how to read a Ludlum RAD survey meter and that having difficulty with this fundamental task could present serious consequences, as such skill sets are a central prerequisite in the conduct of RSY work. Abkemeier advised that he would monitor and assess the situation. I later learned from senior HPs Archie Jackson and Susan Andrews that during this time Tetra Tech management no longer required HPs to collect soil samples at the RSY yard that would be submitted to the lab, but instead, would rely heavily on unskilled laborers under Taylor's oversight to perform this role - an act concealed from me that was occurring without my knowledge or concurrence.

37. My concerns regarding whether the RSY soil pad work was properly being performed was increased due to the hiring of another individual that I believe was unqualified for the position, and hired for non-qualification reasons. In 2009, Tetra Tech EC hired Thorpe Q.

Miller. I learned that I was to be the direct supervisor of Mr. Miller, but I had no involvement in his hire, contrary to Tetra Tech EC procedures. Mr. Miller was hired and installed in the position of Radiological Data Analyst that oversaw the data system for the RSY soil pad processing. Miller's role included detailed work with extensive and sophisticated volumes of rad survey data, and the development of maps from such data to, in part, identify specific towed array rad scan locations for sample collection from soil pads presenting the highest probability of exhibiting radioactive contaminants. From the knowledge I gained regarding Mr. Miller and the limited skill sets he possessed, I concluded that he did not have the education, training, or experience for the position he was hired into, nor for nearly any position at Hunters Point dealing with radiological remediation and safety.

38. I learned that Thorpe Miller was the son of Laurie Lowman, the Navy Radiological Affairs Support Office, aka: "RASO," Lead Environmental Program Manager out of Yorktown, VA - the person responsible for oversight of the RAD work at Hunters Point. I was informed that Miller had been fired from his last job and possibly criminally charged for his conduct with his prior retail store employer, which I heard was Target Stores. I concluded from the lack of education, experience, and training of Miller, and that he was the son of the key Navy representative overseeing the RAD related work of Tetra Tech at Hunters Point, that Miller was hired by Tetra Tech to curry favor with Navy RASO Lowman.

39. Throughout the time I remained at Hunters Point, I believed that Tetra Tech took active steps to continue to curry favor with RASO Lowman. For example, at the end of 2009 I was to do the performance evaluation of Thorpe Miller. I received clear pressure from General Manager Bill Dougherty to give Miller a positive evaluation. Dougherty gave me a detailed language template stating the performance achievements I was to use for the annual review. Due

to the pressure from Dougherty I gave Miller performance ratings what I considered to be more than the most positive evaluation that his performance could have warranted, and I used the template language that Dougherty had directed. When I submitted the evaluation of Thorpe Miller to Dougherty for approval Dougherty did not approve the evaluation but required upward adjustments throughout the rating so that Miller would receive a pay raise above what his performance warranted. I did not take steps to block the upward adjustment that Dougherty directed to Miller's appraisal as the process was transferred from me to my direct report, Eric Abkemeier.

40. A few months after the performance appraisal was done, Tetra Tech Vice President Andy Bolt let me and other managers of Tetra Tech know that management of other companies working at Hunters Point or seeking work at Hunters Point raised objections to the Navy and to Laurie Lowman of RASO that the hiring of Thorpe Miller created a conflict of interest and as a result Lowman, RASO and the Navy favored Tetra Tech due to the employment of Lowman's son by Tetra Tech. VP Bolt, along with Dougherty and the owners of IO Environmental collaborated to have Miller formally "resign" from Tetra Tech, be "hired" and paid through IO Environmental as an "employee" but perform the same work for Tetra Tech, at the same Tetra Tech work desk and office at Hunters Point, to hide the conflict of interest. The resignation from Tetra Tech and immediate hire of Miller by IO Environmental was all orchestrated by VP Bolt to continue to curry favor with RASO Lowman, but hide the obvious conflict of interest. VP Bolt wrote in an e-mail of April 23, 2010 that "Thorpe's resignation removes that appearance of conflict. Thorpe will be taking a job with another company, but will most likely be working as a subcontractor for us. This should provide enough layers that the appearance of a conflict is

removed, and will help out Laurie Lowman and us, both." I have attached a chain of emails related to the "resignation" that was orchestrated by Tetra Tech's VP Andy Bolt as Attachment 3.

41. Tetra Tech continued efforts to curry favor with RASO Lowman in how it treated her son. RASO Lowman knew of the health and safety risks to the workers in RAD areas at Hunters Point, knew her son did not have training or experience with radiological hazards, and she did not want to have her son, Thorpe Miller, allowed to go onto Radiologically Controlled Areas. Miller was never issued a dosimeter badge that was required of anyone entering a RCA at Hunters Point. Nearly everyone working at Hunters Point other than secretarial staff were issued dosimeters for one reason or another as part of the job. Tetra Tech increased the efforts to curry favor with RASO Lowman by directing IO Environmental to not only hire Thorpe Miller, but to also hire the wife of Miller, the daughter-in-law of RASO Lowman, as a full-time archeologist to work at Hunters Point despite the fact that Hunters Point was virtually demolished and rebuilt during and post-World War II and as a result had little to no archeological importance. It was much more a standard practice for such projects with little obvious archeological importance for a company to contract with an archeologist to come on site if something was discovered during the project, and not to hire a full time archeologist.

42. I was concerned that the combination of having Jane Taylor, whose rad background was a fraud, in charge of the RSY pad surveys and processing, and Thorpe Miller, who had no relevant experience or training, put over the data from the towed array and maps used in the RSY pad work to obtain samples, would result in defective RSY remediation of radiological contamination. However, due to the clear direction from Tetra Tech management that these two people were to do these important tasks, I, nor my direct report Eric Abkemeier, were able to block the assignments. It was reported to me over the following months in 2010 and 2011 that

soil that had been cleared of radiological contamination from the RSY pads were failing the portal monitor screening at increasing rates.

43. Soil that had some contamination other than radiological contaminants, such as oils, PCBs, or asbestos, once processed on the RSY pads and cleared, went through a portal monitor and was shipped off Hunters Point to third-parties that would receive soil that did not have radiological contamination. Soil that did not have these other forms of contamination, once processed through the RSY pad and the samples approved by the lab, were returned to Hunters Point and used as backfill for the trenches on site. It was much less expensive for Tetra Tech to have the soil falsely cleared for use as backfill, than to have the soil repeatedly subjected to remediation of radiological contamination, and the associated time and expense of separating the non-impacted soil from portions with elevated radioactive contaminants that would have to be shipped to a low level rad waste landfill.

44. After Janc Taylor and Thorpe Miller were in positions of responsibility over the RSY pad processing, very, very high percentages of the soil removed from Hunters Point were deemed "cleared" and used as backfill into the Hunters Point trenches. For example, attachments 4 and 5 to my declaration are e-mails of January 6, 2011 from Thorpe Miller. These e-mails show that a total of 1,023 cubic yards of soil were processed on the RSY pads from units 190 and 187 from Parcel UC3. The oversight of Taylor and Miller for the RSY pad processing resulted in only 10 remediated cubic yards of RAD contaminated soil, or less than .01% of the soil. Having such a low level of soil remediated was a substantial cost savings to Tetra Tech under the firm fixed price contracts with the Navy.

45. I have had concerns regarding the qualifications of Jane Taylor and Thorpe Miller to perform their roles regarding the RSY soil pad processing. I am concerned that due to a lack of

training, experience, skill, and commitment by these individuals that significant amounts of the soil that was used as backfill at Hunters Point was not properly screened, sampled, and remediated. I am concerned that there may be large amounts of soil used as back-fill at Hunters Point that did not meet the release criteria established by the Navy and regulators, and continues to have radiological contamination that poses a health hazard.

46. My concerns that soils processed on the RSY pads after Tetra Tech had Jane Taylor, who the company knew was a fraud and incompetent, and Thorpe Miller, who the company knew as unqualified and hired to compromise Navy oversight of the work, and unskilled laborers performing the soil sampling on the RSY pad, would result in hazardous radiological contamination remaining in the soil that was backfilled at Hunters Point was not an academic concern. I learned that highly radioactive contamination did remain in soil processed on the RSY pad system that Tetra Tech "cleared" as free of radioactive contamination. For example, Billy van Vo had worked with NWE and had moved his employment over to Shaw Environmental, a company also performing some radiological remediation work at Hunters Point. I learned the following from Mr. Vo, and from others who learned of this situation but kept it quiet. Mr. Vo was with a Shaw junior HP on Hunters Point. The junior HP asked Mr. Vo to show him how to work a radiological scanner in the field, which Mr. Vo had and was experienced to use. Mr. Vo showed the junior HP some of the basics in the use of a Ludlum radiological detection field instrument and let the junior HP give it a try in the field. Mr. Vo and the junior HP were in an area of Hunters Point that had been trenched, and remediated by Shaw Environmental. The soil that had been used to fill the trench was largely backfill that came from the Tetra Tech managed RSY pads that Jane Taylor, Thorpe Miller, and the unskilled laborers had processed. This soil, once "cleared" by the RSY processed lab samples simply goes back

into the Hunters Point ground as backfill without any further check or scanning. The junior HP, while conducting a walk-over scan of the freshly placed trench backfill, observed that radiation readings on his instrument had suddenly jumped off scale (aka "pegged out") due to the area radiation levels being so high. When further investigating the source of the high radioactivity, Mr. Vo and the junior HP discovered what proved to be an "old generation button" of the kind used by the military decades earlier throughout Hunters Point. Radiation emissions coming from the button were so excessively high (in the milli-Rem per hour, aka mR/hr, range), that the Ludlum sensor being used was inappropriate for accurate measurement. A better, more specialized monitoring device had to be secured so precise assessment of the highly elevated readings could be gained. Radium 226 was the radioactive contaminant associated with the improperly discarded button from years past that the RSY processing failed to remove as highly elevated radioactive waste. The NRC and EPA have long recognized that radium 226 has historically existed in soils and materials throughout the shipyard at Hunters Point due to actions by the Navy, and is the most common radioactive contaminant still being discovered during clean of Hunters Point. Radium 226 is also recognized by the International Commission on Radiological Protection (ICRP headquartered in Ottowa, Canada) and the National Council on Radiation Protection and Measurements (NCRP based in Bethesda, MD) as being of the "Very High Radiotoxicity" classification. The NRC and others specializing in this field know full well there is a distinct likelihood people can die of cancer from uncontrolled exposure to radium 226, as well as many of the other thirty-three radionuclide contaminants confirmed or expected by the Navy to be present throughout Hunters Point. Blood and bone cancers lead the way as at least two of the distinct health hazards from exposure to radium 226. Young children, old people, and persons saddled with generally poor health are particularly susceptible to increased medical

issues, complications, and even death due to exposure to radium 226. Human sensitivity factors relate proportionally to radionuclide toxicity. Detrimental health effects can result if Hunters Point radionuclides of concern are absorbed through the skin, inhaled, ingested, or introduced uncontrolled into the body by like means. Radium buttons of the type Mr. Vo unexpectedly discovered, and other residual radium contaminants still present throughout the shipyard (e.g., radium that has leached from devices and / or flaked off from old, improperly discarded, disintegrating buttons / deck markers as tiny but highly radioactive particles commingled in the Hunters Point soils) can very easily and unknowingly be absorbed, inhaled, ingested, etc if unknowingly gotten on ones hands, lips, nose, or mouth. I believe that Mr. Vo did not report this radium button incident to Shaw, the Navy or the NRC because he - like his co-workers - worried that exposing the fraudulent remediation at Hunters Point would result in loss of employment.

47. I had concerns with other workers' qualifications as well. Bryan White, for example, originally was a New World Technology employee that Human Resources Director Kari Guidry retained based on his stated willingness to fill a junior HP position although, according to Guidry, White possessed Senior HP skills. Once provided the opportunity to review White's resume, in concert with my direct report, Bill Haney, no verifiable place of prior employment could be confirmed through which White's claimed RAD experience was gained. Despite my doubts about his work history, White was hired as a junior HP on May 27, 2008. As was the case with Jane Taylor's fast ascension from the junior to senior HP category, White was promoted to a senior HP position less than 12 weeks later, on August 11, 2008.

48. Just before my Tetra Tech employment in March 2009 – and without my involvement or input, White resigned his New World position on February 20, 2009 to immediately "roll-over" as a Tetra Tech EC hire. (White would later be assigned to my staff as a Tetra Tech EC

employee with direction later given to me by Bill Dougherty that White would be the lead RAD HP supervisor). Bill Dougherty, Tetra Tech EC's Construction Project Manager made the decision to hire White and, contrary to license protocol, I was not consulted. As the designated Project RSO (and NRC license RSO at the time), I should have been consulted to check that his qualifications complied with Tetra Tech EC's minimum position-oriented requirements as well as those listed in the Navy contract. As the potential direct supervisor of White, company procedures provided that I was to be involved in the hiring decision. Taking into consideration details from White's resume and prior experience, still not verifiable, I believed White was not qualified to adequately perform the level of RAD supervisory work expected of him, and I would not have given my approval to the hire and promotion of White to a RAD supervisor position for Tetra Tech at Hunters Point.

49. During the following months, the performance of Bryan White evidenced deficits in his skill, knowledge and abilities as a RAD supervisor. When annual performance reviews were to be done at the end of the year I was tasked with developing the performance review for the RAD supervisors, including White. When Bill Dougherty reviewed the draft performance evaluation I did for White, Dougherty went to my computer and he personally changed the performance evaluation and ratings to significantly increase and improve the ratings for White. Bill Dougherty's changes to the performance appraisal were done to falsely depict the performance of White and to promote White upwards 2 full pay scales to the level experienced RAD supervisors were receiving at Tetra Tech EC. I did not agree with the conduct of Dougherty or the changes he made to the performance evaluation of White. I discussed the circumstances with my Tetra Tech EC direct report, Eric Abkemeier, who finished White's appraisal process in coordination with Dougherty (retaining the excessive performance ratings for White). Dougherty conveyed his

expectation as well that White be designated as acting project RSO representative when I was away from Hunters Point - which I felt was contrary to White's lack of experience and competence (an event during which Abkemeier's involvement also became necessary).

50. I also had questions about the qualifications of Tina Rolfe, who was hired as a senior HP. She was married to Steve Rolfe, a senior HP and he was later a RAD-safety field supervisor for New World Environmental, then as a Tetra Tech EC employee (RAD safety field supervisor). I believe Tina Rolfe was hired based on favouritism and her relationship with her husband, as well as the fact that her brother-in-law Jeff Rolfe and his wife were also employed to work at Hunters Point.

Portal Monitor

51. The Navy required Tetra Tech EC to use a radiation-detection sensing Portal Monitor to screen vehicles designated for load carrying purposes (e.g., dump trucks, etc.) entering and leaving the shipyard to insure they were not carrying radioactive contaminants onto, or off the facility. The Portal Monitor was equipped with an alarm that activated if the sensors detected radiation at a level above the "natural background radiation" clearance standard. The procedure when a truck set off the alarm was to have the truck go through the Monitor again. If it failed two out of three passes, the truck's load was required to remain on the shipyard for further investigation of the source of the radioactive contamination alarm.

52. A troubling event involving the Portal Monitor took place in early April 2009, the first week after I transitioned from employment as New World Environmental's RSO representative to becoming a Tetra Tech EC employee in the same RSO representative capacity. At the end of the day, management staff gathered in the project conference room - including Tetra Tech EC's

HP supervisors (Adam Berry, Bryan White, Justin Hubbard, and Steve Rolfe) to conduct a debrief specific to the day's activities. After one of the daily debriefs, Adam Berry came to my office looking very frustrated and worried. He told me that Dennis McWade, Tetra Tech EC's Construction Superintendent, directed a truck to leave the shipyard despite having set off the Portal Monitor alarm. Berry said that McWade told the responding HPs to stop surveying the truck and directed the driver to go ahead and leave the site, telling the HPs that it was the end of the shift and he needed the driver to "get off the clock."

53. Berry and I went to confront McWade. He was in Tetra Tech EC Construction Project Manager Bill Dougherty's office. McWade acknowledged that he'd allowed the truck to leave the shipyard. This was but one example of many instances in which I learned and observed that McWade took steps to have things done quickly and with less expense, with disregard for radiological requirements and radiological safety. This was just one example of the Construction Department overriding proper radiological procedure in favor of a "production first" attitude.

Changing Analytical Results

54. A lab technician, Neil Berrett, and a lab supervisor, Phil Smith, came to me on separate occasions with both complaining they were being asked by upper level project management consultants to "write away" laboratory analysis results by changing the results of sample analyses. In both instances, I asked if, before coming to me, they had attempted to resolve the issue directly with the consultant in question and each said they had not. I advised them that there were two options to achieve resolution. They could either pursue the matter directly with the consultant or all involved could meet with me to address the situation. Both chose not to have a meeting with all involved and myself. In later casual conversation I asked about the situation

and understood that the matter was resolved. I did not learn the specifics of what lab analysis or data were written away or changes as they indicated. Since my termination from Tetra Tech, however, I have learned of numerous instances in which lab results were ordered destroyed, and other improper lab related conduct. Incredibly, and on a personal level, I have also come to realize that employees who reported and resisted improper practices, including myself, were fired. I now wonder if these two individuals chose not to pursue correction of the lab issues they raised in order to remain employed at Hunters Point.

Concerns Raised During Field Safety Checks

55. Part of my work as the Hunters Point project RSO representative (and, on occasion, Tetra Tech EC's License RSO) was to do a daily field check to see if there was anything going on contrary to license compliance and to make sure all Radiologically Controlled Areas, or RCA's, were secure at the end of the day. During those field checks I noticed many times that license requirements were not respected – so much so in the months prior to me being removed from the project at Hunters Point, that I found myself constantly pondering why someone at my level was discovering such obvious deficiencies that should have been caught/corrected well in advance of identification by me.

56. Some of the conditions I noted were dangerous. Building 217 was used to store radioactive waste commodities (subject to NRC license controls) prior to being transported off the shipyard. On or about March 17, 2010 after the field crews had left for the day and I was doing my "end-of-day" RAD integrity field check, I discovered that RCA posted Building 217 had been left unsecured. We had a recurring problem with trespassers at the shipyard and they or anyone else could have gained unimpeded access to the radiologically controlled interior

portions of the building and come in contact with radioactive material stored inside and subject to controls dictated by Tetra Tech EC's NRC materials license.

57. On two other occasions, I discovered similar problems at Building 217. On or about March 23, 2010 I found the building unsecured; a padlock on the latch used to secure the front sliding door was left open. On April 23, 2010, I again found the building unsecured; a window was propped open and a table was underneath it outside of the building, an open invitation for unauthorized people – in particular trespassers referred to as "Copper Miners" - to go inside.

58. Unsecured areas were not only a problem at Building 217. On December 20, 2010, for example, I noticed that the lock was not secured at Radiation Screening Yard 4, or "RSY-4" in Parcel E; nor was the lock secured at the Utility Corridor work area gate.

59. Twice, on or about November 18, 2010 and again on January 18, 2011, I discovered operative employee drinking water stations improperly staged inside a conspicuously posted Radiologically Controlled Area ("RCA"), in violation of the clearly posted prohibition of eating or drinking within an RCA. The first time, I noted that the corresponding RAD posting sign had also been tampered with. On both occasions, the ropes delineating the RCA had been improperly repositioned - and without authorization. The second time, I was accompanied by Eric Abkemeier, Tetra Tech's license Radiation Safety Officer ("RSO"), my direct technical report.

60. On several occasions I discovered work going on that, as project RSO representative, I should have been informed about before its initiation, but wasn't. For example, sometime in 2009, within what was called the "700 Triangle Area," I pointed out to Bill Dougherty and Dennis McWade some sections within the area that had highly elevated RAD-soil contaminants, which I knew of from prior work experience associated with the "open field" area - work suspended by RASO immediately after the contaminated area was discovered. Despite the fact I

informed them of the RAD contaminants present, I noticed some days later there was intrusive soil movement activity going on in this location – again something I had "stumbled upon" – and likewise, without prior notification that such an activity was about to begin.

61. On March 18, 2010 while doing my "end-of-day" RAD integrity field check, I found indications of intrusive activity having occurred earlier that day (in radiological terms, "intrusive activity" refers - in this instance, to "impacted area" earth movement during construction of an alternate access road throughway). The work was taking place in a Parcel E area posted for radiological controls. The objective was to construct a temporary access throughway to be used by the University of California, San Francisco, which had (and still maintains) a facility on the shipyard. A temporary throughway was necessary because the existing entrance was going to be dug up and become impassable during upcoming sub-surface "utility corridor" RAD characterization and remediation work Tetra Tech EC was doing for the Navy. This was a new work area activity and during the afternoon debrief that same day, McWade, when asked if he had anything to share, said nothing while shaking his head from side to side to indicate he had no new information to add. No one else in attendance at the debrief indicated new work was occurring in that area. I had not been informed by McWade, any of the RAD supervisors reporting to me, or anyone else that work involving the breach of a Hunters Point property boundary barricade had begun.

62. Prior to starting the new work, the outermost boundary of the radiologically impacted work area extended up to portions of Hunters Point property boundary fencing – a double fence barricade separating public properties from Hunters Point Shipyard. As part of "right-to-know" communication, yellow and magenta RAD signs were posted on the inside portion of the

outermost property boundary fence – facing away from Hunters Point toward the general public side to alert that the shipyard side of the barricade was a Radiologically Controlled Area (RCA).

63. The site previously had a permanently installed high integrity inner and outer fence representative of clearly established boundary barricades conspicuously posted to warn of RAD-oriented hazards within. On March 18, 2010, however, contrary to the definition of a secured boundary, significant portions of both the inner and outer fence had been extracted and signs of initial "heavy equipment" earth movement were evident. Flimsy overlapping fence panels, some held together with low grade hand-twisted wire and some not wired together at all, were staged in place of the outermost barricade. Nothing was erected in place of the permanent inner fence portion now missing as well. The original RAD postings from the removed permanent fencing sections appeared to have been forcibly ripped away, with one posting now on the ground in some nearby overgrowth, and the other "dangling" from the edge of a permanent inner fence section left intact.

64. Within the next day or so, Anthony Smith was assigned to the area and found sources of radioactive material located between the inner and outer property boundary fence being worked. The source was fire brick that had not been detected before Smith did his survey that day.

65. I was alarmed by the severity of NRC license compromise that was obviously and knowingly left un-remedied by Tetra Tech EC RAD supervisor Justin Hubbard (and each RAD-trained project employee working alongside him, and McWade). If I had not "stumbled across it" and corrected the deficiencies, I have no doubt whatsoever that had the NRC encountered exactly what I did that same day and time, serious implications would have resulted for Tetra Tech EC and its NRC license.

66. Similarly, on or about June 25, 2010, I discovered after-hours work involving unimpeded access to "RAD-impacted" areas of the project site. Work was being performed by a non-project utility provider. Allowed to access the shipyard as "visitors," the service team was not under the direct escort and supervision of a RAD-safety designated Tetra Tech EC representative. The incident was occurring along Parcel E's "Utility Corridor Roadway." Unattended Pacific Gas and Electric personnel were in lift-buckets extending around and above conspicuously posted RCA work areas created by Tetra Tech EC. The Pacific Gas and Electric crews were working on overhead wiring in multiple locations. I was not advised of plans for this after-hours work to occur and, as in earlier incidents, happened to "stumble" upon what was happening. As project RSOR, once again I should have been informed so I could assess the planned activity and ensure adequate HP support had been arranged to accompany the "visitor designated" Pacific Gas and Electric crews.

67. During the portion of my Hunters Point tenure while I was a Tetra Tech EC employee, increasingly disturbing discoveries of what were, simply put, purely avoidable non-compliance issues escalated, reflecting "attention to detail" lapses of the type not expected of "ANSI 3.1-designated" professionals. What I found during "in field" inspections involved, in part, the improper posting of RAD-controlled areas, most often those being actively worked.

68. Recurring posting compromises, typically discovered during days' end "RAD integrity" field checks, were both surprising and unacceptable. Prior to leaving for the day, corresponding RAD-safety supervisors, as well as their assigned HP's, and fellow RAD-trained work crews, were personally and repeatedly reminded during morning safety tailgates to secure work areas and verify intact RAD postings at shift's end. Nevertheless, it was me, the project RSO, who was

way too often "happening upon" these compromising conditions which – if left uncorrected, would represent a violation of Tetra Tech EC's NRC license.

69. For example, on or about September 16, 2009, I noticed that the RAD posting at an area referred to as "Installation Removal 7," or "IR-07" in the Parcel B portion of the shipyard did not compliantly reflect "right-to-know" postings warning of RAD safety hazards (for project cleanup purposes, the Hunters Point Shipyard was divided into Parcels A-G). I documented and corrected the right-to-know" compromise. In another example, I likewise discovered and had to personally correct a non-compliant RAD posting scenario on or about April 7, 2010 at Radiation Screening Yard 4, or "RSY-4", in Parcel D.

70. There were also instances where RAD posting "discrepancies," and active work activities involving NRC licensees Tetra Tech EC and Shaw Environmental (a Tetra Tech EC competitor), came to be in conflict. One example occurred on December 1, 2010, when I observed heavy equipment (Shaw Environmental rentals), being used to transfer imported fill sand, entering and exiting a posted RAD "Contaminated Area" in Parcel E. More often referred to as the Installation Removal 2, or IR-02, portion of the shipyard, the activity, which was occurring without the presence of Shaw Environmental RAD-safety oversight, allowed for multiple large-capacity dump trucks to deliver "clean" import sand (originating from an offsite source) directly into the muddy, rain saturated Shaw Environmental RCA. Then the trucks exited the same "Contaminated Area" location without first being RAD-monitored for contamination of the transport tires and "foot traffic" shoe soles. Tetra Tech EC had work occurring alongside the observed Shaw Environmental IR-02 activity, inside a location referred to as the Parcel E "Triangle Area." The "Triangle Area" was also posted as a RCA subject to radiological controls, but survey monitoring did not indicate elevated contaminants warranting "Contaminated Area"

designation. Intersecting the Shaw Environmental and Tetra Tech EC work area RCA's was a "non-impacted" roadway (constructed with placement of a high durability liner covered with clean import sand and gravel). A critical purpose of the "non-impacted" roadway was to allow for vehicle movement (e.g., those associated with project staff transport, security patrols, management inspections, VIP "windshield" tours, RAD integrity checks, rental equipment delivery and pick up, etc.) throughout "high contaminant probability" shipyard locations with reduced risk of source contaminant transfer to vehicle tires (e.g., metal slivers in tire treads originating from rusty, deteriorated deck markers, dials, and like items haphazardly disposed of over the decades, although associated with very highly radiotoxic Ra-226 contaminants, etc.). As is industry standard, project personnel and equipment associated with "intrusive activities" inside RAD "impacted areas" at Hunters Point always required RAD clearance monitoring before crossing back into a "non-RAD impacted" area. In this situation, which was clearly incompatible with general RAD-safety practices and expected NRC licensee protocol, the referenced Shaw Environmental activity compromised established and recognized industry standards designed to reliably prevent uncontrolled RAD contaminant migration.

71. There was also another example adversely impacting the same Shaw Environmental "IR-02" and Tetra Tech EC "Triangle Area" locations. In December 2010, there was a series of unusually strong winter storms bringing heavy downpours of rainwater. Beginning on December 17, 2010 and continuing through about December 21st, I witnessed storm water that had accumulated in Shaw Environmental's RAD "Contaminated Area" overflowing from IR-02 onto the "non-impacted" roadway. In concert with each subsequent downpour, the storm water was "ponding" so much so that, at its peak, its mass engulfed not only large portions within the Shaw Environmental RAD "Contaminated Area" and the "non-impacted" roadway, but also consumed

EJB

adjoining surfaces extending into the Tetra Tech EC "Triangle Area" (still under RAD controls, but not with "Contaminated Area" designation). This example was clearly incompatible with general RAD-safety practices and expected NRC licensee protocol. The disintegrating conditions that resulted due to Shaw Environmental's work strategy compromised established and recognized industry standards designed to reliably prevent uncontrolled RAD contaminant migration.

Removal from the Shipyard

72. On January 12, 2011, another event occurred near "the triangle area" when I was doing my end-of-day field check. I saw two Tetra Tech trucks driving through an area with radiological concerns in Parcel E. As RSOR, I should have been aware of any activity taking place at that location, but I was not and the HP in charge of the area, Justin Hubbard, was not there to monitor the activity. The next morning I attended the regular supervisors meeting and questioned Hubbard about the finding I had made the night before. He just "blew up," verbally attacking me saying that there were not any radiological concerns at this place because this area has been downgraded. This wasn't the case. It was the culmination of increasing problems I had been finding. Bill Dougherty, the Project Manager, heard the commotion and came into the room. He sided with Hubbard and told me, "You seem to have concerns about all of this because it's your name that's on the license. I can arrange to have it removed," or words to that effect. I took this as a threat to my job.

73. Later, I went to Bill Dougherty's office and told him that if we didn't get this issue resolved, as RSOR I'd be obligated to call the NRC to notify them of the license non-compliance. Dougherty replied with words to the effect, "Call the NRC, call anyone you want,

but while you're at it, pack your shit and get the hell off my project." I was removed from my post as Tetra Tech's RSOR at HPNS and transferred to its project at Alameda Naval Air Station, where I worked for a time before getting laid off entirely.

5-Minute Intervals Between Taking Soil Samples

74. I was not aware of this at the time, but after I left Tetra Tech EC I learned that numerous chain-of-custody, or "COC," documents for soil samples claimed they were taken every 5 minutes precisely. COCs stated, for example, that certain soil samples were taken at 10:00 am, then at 10:05, 10:10, 10:15 and every 5 minutes thereafter. Based on my training, experience and familiarity with the sampling procedures specified in the site's "Basewide Radiological Work Plan," I believe it was impossible to take soil samples every 5 minutes. Decontamination between sample-taking alone was likely to take far beyond 5 minutes if done properly. Decontamination under the Work Plan was a 5-step process: 1) sampling equipment was scanned using a hand-held meter; 2) the equipment would then be washed with a solution of non-phosphate detergent and water; 3) it would be rinsed with potable water; 4) it would be rinsed a second time with potable water; and 5) it would be set aside on a clean plastic covered surface and be allowed to air dry. In my experience, air drying alone could take 5 – 10 minutes, depending on the weather conditions. Had I known that COCs claimed soil samples were purportedly taken exactly 5 minutes apart, it would have raised immediate red flags that either the COCs were filled out in error, which would violate proper COC procedures, or that sampling was done fraudulently.

Fraudulent Class 1, 2 and 3 Building Scans

75. Among the projects Tetra Tech undertook at Hunters Point was one involving building surveys to be done in three stages: Class 1, Class 2 and Class 3.

76. The contract between the Navy and Tetra Tech defined Classes 1, 2, and 3 differently from the way supervisors in the field may have used the terms. Under the contract, Classes 1, 2, and 3 were defined in large part based on information as to whether the area was known to be contaminated with radioactivity, suspected to be contaminated, or not believed to have contamination above free release levels, respectively. However, in practice, HP supervisors appear to have considered investigation of the floor and walls up to 2 meters high (or about six feet) to be Class 1, the upper walls to be class 2 and the ceiling and roof to be Class 3.

77. I was not aware of it at the time, but since I left Hunters Point I have learned that project HPs conducted fraudulent building surveys. Senior HP Anthony Smith informed me that his supervisor, Steve Rolfe, told Smith and his survey team to forgo doing Class 2 and 3. Rather, Smith and his team were instructed to "just get some numbers and get it done." They did what they were told and reported fraudulent numbers for those surveys of record. Smith informed me that among the buildings for which he was told to "just get some numbers," I recall included buildings in the 500 series and their footprints, 351, 351A, 411, 401, 414, 406, 144, 146, 130, 113, 103, 146, 521 and possibly building 203, though he's said he was not certain about that site. Anthony Smith has told me that when Smith challenged this practice, he said Tetra Tech EC RAD Safety Supervisor Steve Rolfe told him, "That's what Bill Dougherty 9Tetra Tech EC's Construction Project Manager) wants."

78. Smith also told me that HP Rick Zahensky told him that he, Zahensky, also reported false data for RAD surveillance associated with Building 707. On yet another occasion, Rolfe told

Zahensky and Smith "just set your meter down on the ground and let it count," or words to that effect. Zahensky and Smith did so and reported the fraudulent data that resulted. I was not aware of this fraud, and not aware that the supervisors under me were following the directions of construction management, namely Dougherty and McWade. I am saddened to conclude that the HP supervisors with whom I worked effectively lied to and misled me by not informing me of these improper practices of fraudulent sampling and scanning that they were directing to be done.

Unqualified Laborers Doing Sampling

79. After I left HPNS, I also became aware that Tetra Tech EC used untrained laborers to take soil samples. This was a violation of proper procedure, as only HPs were qualified to do sampling.

Complaint to the NRC

80. As both a License RSO and Project RSO representative while at Hunters Point, I felt I shouldered some degree of responsibility and accountability for any violations of the NRC license and felt obligated to report it according to regulatory protocol detailed in NRC form 3. I tried to share my concerns with the NRC, which conducted a Tetra Tech EC requested "inspection" (not to be confused with investigation, and requested by Tetra Tech to trick the NRC into finding fault with me, and ignore the frauds of the company) from March 29 through March 31, 2011. After this inspection, NRC inspectors Bailey and Nicholson came to talk to me in Alameda, CA after normal work hours. They asked me about the concern I had about Tetra Tech EC's radiation safety program but they limited the meeting to about 90 minutes. This only

face-to-face meeting with NRC representatives - who appeared technically astute in rad-safety matters and proper remediation procedures, did not remotely provide a sufficient platform needed to fully capture the magnitude and depth of licensee oriented RAD-safety concerns which in my opinion continue to pose very likely, long-term, detrimental health threats to all having had a physical presence at the shipyard while fraud was committed (as well as consequential threats impacting the surrounding environment and the general public nearby). The Special Agent, whom I met with in subsequent face-to-face meetings on behalf of the NRC admitted he possessed no RAD-oriented background whatsoever. I never had the opportunity to fully share all my concerns. I tried to reach NRC officials, leaving numerous messages, but an overwhelming majority of my efforts went unanswered. I don't think the NRC took my complaints about Tetra Tech seriously, nor do I think that a real or thorough enough investigation was conducted by the NRC at that time and for the years thereafter, to the present. I understand that in June of 2016, Anthony Smith met with the NRC and explained in great detail a number of these radiological frauds addressed throughout these declarations, but the NRC has not subsequently contacted me or followed up with Susan Andrews (who I know also reported to the NRC in 2011 her concerns of similar wrongful RAD practices at Hunters Point by Tetra Tech).

I declare under penalty of perjury that the foregoing is true and correct. Executed on

June 19, 2017 in Sit Mica, SC

Date City and State

Elbert Bowers

EXHIBIT 4

FILED

MAY 18 2017

SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. JUSTIN E. HUBBARD, Defendant.	NO. CR 17-0278 JD PLEA AGREEMENT

I, Justin E. Hubbard, and the United States Attorney's Office for the Northern District of California (hereafter "the government") enter into this written Plea Agreement (the "Agreement") pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

The Defendant's Promises

1. I agree to plead guilty to Count One of the captioned Information charging me with me with destruction, alteration, or falsification of records in federal investigations and bankruptcy, in violation of 18 U.S.C. § 1519. I agree that the elements of the offense are as follows: (1) I knowingly altered, falsified, or made a false entry in a record or document; (2) with the intent to impede, obstruct,

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District Court
Criminal Case Processing

or influence the investigation or proper administration of any matter or in contemplation of or in relation to any such matter; (3) within the jurisdiction of an agency of the United States.

I agree that the maximum penalties are as follows:

a.	Maximum prison term	20 years
b.	Maximum fine	$250,000, or twice gain/loss
c.	Maximum supervised release term	3 years
d.	Restitution	To be determined
e.	Mandatory special assessment	$100
f.	Forfeiture	

2. I agree that I am guilty of the offense to which I am pleading guilty, and I agree that the following facts are true:

I have been working in the nuclear industry since approximately 1989, after completing my formal education. During my twenty-five years in the industry, I have conducted decontamination work at nuclear power plants, medical laboratories handling radioactive material, and a 'Superfund Site,' among other activities. During that same period, I have received training in radiation contamination control, the proper handling of radiological waste, and the assessment of radionuclides in the environment. I have also supervised others in these activities.

In approximately 1994 or 1995, I began performing nuclear remediation work at the former Hunter's Point Naval Shipyard ("HPNS"), located in the Bayview District of San Francisco, California. My first employer at HPNS was New World Environmental, Inc. ("New World"). After approximately four years with New World, I was hired by Tetra Tech EC, Inc. ("Tetra Tech"), as a Radiological Task Supervisor at HPNS. As a supervisor at Tetra Tech, I was in charge of a team of radiation control technicians ("RCTs") engaged in the radiological remediation of soil at HPNS. I was aware that Tetra Tech had been hired by the United States Navy ("U.S. Navy") to perform the radiological remediation at HPNS. My employment with Tetra Tech terminated in December 2013.

While working for Tetra Tech, I reported to a Tetra Tech HPNS Project Manager, and a Tetra Tech HPNS Lead Field Superintendent, among others. The RCTs I supervised worked for Tetra Tech subcontractor Radiological Survey & Remedial Services, LLC ("RSRS").

I understood that the radiological remediation of HPNS was being conducted by Tetra Tech for the U.S. Navy under established sampling guidelines and protocols. My job at HPNS required me to comply with a Task Specific Plan ("TSP") which identified, for a Building Series or Area, the number and type of survey units that were to be sampled at specific locations. In general, I would receive directions on a daily basis, including a survey unit map, identifying the sampling locations for a particular survey unit. Once the Tetra Tech engineers marked these locations, I would supervise the sampling of them by my RCTs.

The RCTs were expected to take soil from each marked sampling location, bag and label the sample, and then send it to a laboratory for an analysis of, among other data, any radionuclides of concern. Chain of custody ("COC") forms and tags showing the precise location of each soil extraction as identified on the survey map were required for each sample. I was aware that information from the chain of custody forms, including the sample locations, was incorporated into the sampling analysis reports prepared by Tetra Tech and emailed to the U.S. Navy.

During my work at HPNS, I was aware of U.S. Navy testing protocols which mandated that if a laboratory analysis determined a sample of collected soil to be "hot"—that is, containing a higher-than-allowable level of radionuclides of concern—then additional remediation, including more sampling, of that survey unit was to be undertaken until all new collected samples passed laboratory analysis.

During 2012, in direct contravention of the relevant U.S. Navy testing protocols, I obtained "clean" dirt from an area north of Buildings 253 and 211 at HPNS and substituted it for dirt taken from survey units in the North Pier area of HPNS. To effect this illegal switching, I drove my company truck to the area north of Buildings 253 and 211 and filled a five-gallon bucket with "clean" serpentinite soil from an area I knew to be outside the relevant marked survey unit. I then drove the clean dirt back to a "conex box"-style trailer. Once I was inside the conex, I emptied the "legitimate" soil samples previously collected by RCTs from their sampling bags into an empty bucket, and substituted the clean serpentinite soil into each sampling bag.

I did not alter the markings made earlier on the sampling bags by the RCTs, which included the sample number, time, and date. I then placed a bar code sticker on an outer bag for each sample. A copy of this bar code sticker was also affixed to a chain of custody ("COC") form for each sample. The

sticker was meant to identify the survey unit location the soil was taken from. By switching the soil inside the sampling bag, I knew that the data on the COCs, many of which I signed, was false. I also knew that the false data on these COCs was incorporated into maps and reports made by Tetra Tech and submitted to the U.S. Navy for the purpose of demonstrating that the area had been successfully remediated.

On or about May 31, 2012, I fraudulently switched soil for four survey units on the North Pier of HPNS: Survey Units 1, 8, 10, and 11. For Survey Unit 1, I specifically recall replacing the soil samples 28-47 with soil I had collected from a clean area.

3. I agree to give up all rights that I would have if I chose to proceed to trial, including the rights to a jury trial with the assistance of an attorney; to confront and cross-examine government witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth Amendment claims; to any further discovery from the government; and to pursue any affirmative defenses and present evidence.

4. I agree to give up my right to appeal my conviction, the judgment, and orders of the Court, as well as any aspect of my sentence, including any orders relating to forfeiture and/or restitution, except that I reserve my right to claim that my counsel was ineffective.

5. I agree not to file any collateral attack on my conviction or sentence, including a petition under 28 U.S.C. § 2255 or 28 U.S.C. § 2241, except that I reserve my right to claim that my counsel was ineffective. I also agree not to seek relief under 18 U.S.C. § 3582.

6. I agree not to ask the Court to withdraw my guilty plea at any time after it is entered. I understand that by entering into this Agreement: (a) I agree that the facts set forth in Paragraph 2 of this Agreement shall be admissible against me under Fed. R. Evid. 801(d)(2)(A) in any subsequent proceeding, including at trial, in the event I violate any of the terms of this Agreement, and (b) I expressly waive any and all rights under Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410 with regard to the facts set forth in Paragraph 2 of this Agreement in such subsequent proceeding. I understand that the government will not preserve any physical evidence obtained in this case.

7. I understand that the Court must consult the United States Sentencing Guidelines and take them into account when sentencing, together with the factors set forth in 18 U.S.C. § 3553(a). I

also understand that the Court is not bound by the Guidelines calculations below; the Court may conclude that a higher Guidelines range applies to me, and, if it does, I will not be entitled, nor will I ask to withdraw my guilty plea. I further agree that regardless of the sentence that the Court imposes on me, I will not be entitled, nor will I ask, to withdraw my guilty plea. I will not request a downward departure under the Sentencing Guidelines from the total offense level computed by the Court, although I reserve the right to seek a downward variance based on the factors set forth in 18 U.S.C. § 3553(a). I understand that the government is free to oppose any such request.

The following describes the parties' agreements regarding the applicable Sentencing Guidelines calculations. As described further below, the parties have reached no agreement regarding whether the two-level upward adjustment for abuse of a position of trust or use of a special skill under U.S.S.G. § 3B1.3 applies, and the parties will submit arguments to the Court regarding the application of this adjustment. Accordingly, this possible Guidelines adjustment is bracketed below. I agree that my adjusted offense level may be as low as 13 and as high as 15.

The parties have reached no agreement regarding my Criminal History Category.

a.	Base Offense Level, U.S.S.G. § 2J1.2(a):	14
b.	Fabrication of substantial number of records, U.S.S.G. § 2J1.2(b)(3)	2
c.	Adjustments under U.S.S.G. Ch. 3 (e.g. role in the offense)	
	-3B1.3: Abuse of Position of Trust or Use of Special Skill	[2]
d.	Acceptance of Responsibility: If I meet the requirements of U.S.S.G. § 3E1.1, I may be entitled to a three level reduction for acceptance of responsibility, provided that I forthrightly admit my guilt, cooperate with the Court and the Probation Office in any presentence investigation ordered by the Court, and continue to manifest an acceptance of responsibility through and including the time of sentencing.	-3
e.	Adjusted Offense Level:	[13 / 15]

8. I agree that regardless of any other provision of this Agreement, the government may and will provide the Court and the Probation Office with all information relevant to the charged offense and the sentencing decision, including any victim impact statements and letters from the victims, and/or their friends and family.

9. I agree that I will make a good-faith effort to pay any fine, forfeiture, or restitution I am ordered to pay. I agree to pay the special assessment at the time of sentencing.

10. I agree not to commit or attempt to commit any crimes before sentence is imposed or before I surrender to serve my sentence. I also agree not to violate the terms of my pretrial release; not to intentionally provide false information to the Court, the Probation Office, Pretrial Services, or the government; and not to fail to comply with any of the other promises I have made in this Agreement. I agree that if I fail to comply with any promises I have made in this Agreement, then the government will be released from all of its promises in this Agreement, including those set forth in the Government's Promises Section below, but I will not be released from my guilty plea.

11. I agree that this Agreement contains all of the promises and agreements between the government and me, and I will not claim otherwise in the future. No modification of this Agreement shall be effective unless it is in writing and signed by all parties.

12. I agree that the Agreement binds the U.S. Attorney's Office for the Northern District of California only, and does not bind any other federal, state, or local agency.

The Government's Promises

13. The government agrees not to file any additional charges against the defendant that could be filed as a result of the investigation that led to the captioned Information.

14. The government agrees to recommend a sentence within the range associated with the Guideline calculations set out in paragraph 7 above, unless the defendant violates the terms of the Agreement above or fails to accept responsibility.

The Defendant's Affirmations

15. I agree that my participation in the District Court's Conviction Alternative Program is not appropriate and that I will not request to be considered for and will not participate in that program as a result of my convictions for these offenses.

16. I confirm that I have had adequate time to discuss this case, the evidence, and the Agreement with my attorney and that my attorney has provided me with all the legal advice that I requested.

17. I confirm that while I considered signing this Agreement, and at the time I signed it, I

was not under the influence of any alcohol, drug, or medicine that would impair my ability to understand the Agreement.

18. I confirm that my decision to enter a guilty plea is made knowing the charges that have been brought against me, any possible defense, and the benefits and possible detriments of proceeding to trial. I also confirm that my decision to plead guilty is made voluntarily, and no one coerced or threatened me to enter into this Agreement.

Dated: 5-18-2017

JUSTIN E. HUBBARD
Defendant

Dated: 5/18/17

BRIAN J. STRETCH
United States Attorney

PHILIP J. KEARNEY
MATTHEW L. MCCARTHY
Assistant United States Attorneys

19. I have fully explained to my client all the rights that a criminal defendant has and all the terms of this Agreement. In my opinion, my client understands all the terms of this Agreement and all the rights my client is giving up by pleading guilty, and, based on the information now known to me, my client's decision to plead guilty is knowing and voluntary.

Dated: 5-18-2017

By for KENNETH LONG
Attorney for Defendant

EXHIBIT 5

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NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. STEPHEN C. ROLFE, Defendant.	NO. CR 17-0123 ~~CRB~~ JD PLEA AGREEMENT

I, Stephen C. Rolfe, and the United States Attorney's Office for the Northern District of California ("the government") enter into this written plea agreement (the "Agreement") pursuant to Rules 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

The Defendant's Promises

1. I agree to plead guilty to Count One of the captioned Information charging me with destruction, alteration, or falsification of records in federal investigations and bankruptcy, in violation of 18 U.S.C. § 1519. I agree that the elements of the offense are as follows: (1) I knowingly altered, falsified, or made a false entry in a record or document; (2) with the intent to impede, obstruct, or influence the investigation or proper administration of any matter or in contemplation of or in relation to

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any such matter; (3) within the jurisdiction of an agency of the United States.

I agree that the maximum penalties are as follows:

a.	Maximum prison term	20 years
b.	Maximum fine	$250,000, or twice gain/loss
c.	Maximum supervised release term	3 years
d.	Restitution	To be determined
e.	Mandatory special assessment	$100
f.	Forfeiture	

2. I agree that I am guilty of the offense to which I am pleading guilty, and I agree that the following facts are true:

In or about September or October 2007, I was hired by Radiological Survey and Remedial Services, LLC., commonly known as RSRS. Thereafter, in approximately 2008, I became a supervisor at Tetra Tech EC, Inc. ("Tetra Tech"), in charge of a team of radiation control technicians ("RCTs") engaged in the radiological remediation of soil at the former Hunters Point Naval Shipyard ("HPNS") located in the Bayview District of San Francisco, California. I served in that role until approximately August 2014. I was aware that Tetra Tech had been hired by the United States Navy ("U.S. Navy") to perform the radiological remediation at HPNS.

While working for Tetra Tech, I reported to a Tetra Tech HPNS Project Manager, and a Tetra Tech HPNS Lead Field Superintendent, among others. During this time period, RSRS was a sub-contractor of Tetra Tech and I supervised several RSRS RCTs.

I understood that the radiological remediation of HPNS was being conducted by Tetra Tech for the U.S. Navy under established sampling guidelines and protocols. My job at HPNS required me to comply with a Task Specific Plan ("TSP") which identified, for a Building Series or Area, the number and type of survey units that were to be sampled at specific locations. In general, I would receive directions on a daily basis, including a survey unit map, identifying the sampling locations for a particular survey unit. Once the Tetra Tech engineers marked these locations, I would supervise the sampling of them by my RCTs.

Once the engineers had marked the survey unit sampling locations, the RCTs were expected to

take soil from each marked sampling location, bag and label the sample, then send it to a laboratory for an analysis of, among other data, any radionuclides of concern. Chain of custody forms and tags showing the precise location of each soil extraction as identified on the survey map were required for each sample. In addition to these chain of custody forms and tags, I was also required to fill out a daily "Building/Site Area Report and Survey Unit Tracking Sheet ('survey unit tracking sheet')," which indicated the number of samples taken each day from a specific survey unit to document my team's daily activities. I was aware that information from the chain of custody forms, including the sample locations, was incorporated into the sampling analysis reports made by Tetra Tech and emailed to the U.S. Navy.

During my work at HPNS, I was aware of U.S. Navy testing protocols which mandated that if a laboratory analysis determined a sample of collected soil to be "hot"—that is, containing a higher than allowable level of radionuclides of concern—then additional remediation, including more sampling, of that survey unit was to be undertaken until all new collected samples passed laboratory analysis.

During 2012, I told the RCTs on my team to get "clean dirt" from areas known to be clean and taken from outside the marked survey unit areas to use as substitute samples for the dirt from the marked survey unit. I did this so that the survey unit would pass the laboratory analysis and not require further remediation.

I am aware of at least two different sources of dirt for clean samples, "green dirt" from certain locations known to be clean and "brown dirt" from a pile formerly located on H Street, southeast of Building 606 at HPNS. During this time period, I estimate that I told my RCTs to get clean dirt outside the designated survey units on approximately twenty occasions. On multiple occasions the switching of this dirt was done inside a "conex" trailer on site in my presence. I knew on these occasions that the soil locations reported in the chain of custody forms and the survey unit tracking sheets for these samples were false, that is, that the locations reported on the forms regarding where the soil came from were untrue. I would estimate that there were between ten to twenty occasions when I saw a chain of custody form being filled out when I knew the data on the form was inaccurate. I directed the RCTs to switch soil for samples 81-100 for Survey Unit 22, taken on August 23, 2012. On that occasion, I falsified data on the survey unit tracking sheet in that I stated on the form the soil came from within that Survey Unit

when I know it did not. I also know that the sampling data from Survey Unit 22 incorporated into the map and analyses sent by Tetra Tech to the U.S. Navy on August 29, 2012 was false.

I did not receive extra compensation for substituting "clean" soil for potentially contaminated soil in a survey unit. My motivation came from pressure applied by the Tetra Tech supervisors. One told me on multiple occasions to "get the hell out of that area," in reference to a particular survey unit that was not testing clean. Another told me on more than one occasion that we were "not remediating the whole goddam site." An Assistant HPNS Project Manager told me on numerous occasions to "get clean dirt." I understood these statements as a direction to go outside the appropriate survey unit and get dirt from other areas that was known to be clean, that is not containing excessive levels of radiation.

I knew that my conduct would impede the proper investigation and administration of the radiological remediation being undertaken by the U.S. Navy at HPNS.

3. I agree to give up all rights that I would have if I chose to proceed to trial, including the rights to a jury trial with the assistance of an attorney; to confront and cross-examine government witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth Amendment claims; to any further discovery from the government; and to pursue any affirmative defenses and present evidence.

4. I agree to give up my right to appeal my conviction, the judgment, and orders of the Court, as well as any aspect of my sentence, including any orders relating to forfeiture and/or restitution, except that I reserve my right to claim that my counsel was ineffective.

5. I agree not to file any collateral attack on my conviction or sentence, including a petition under 28 U.S.C. § 2255 or 28 U.S.C. § 2241, except that I reserve my right to claim that my counsel was ineffective. I also agree not to seek relief under 18 U.S.C. §3582.

6. I agree not to ask the Court to withdraw my guilty plea at any time after it is entered. I understand that by entering into this Agreement: (a) I agree that the facts set forth in Paragraph 2 of this Agreement shall be admissible against me under Fed. R. Evid. 801(d)(2)(A) in any subsequent proceeding, including at trial, in the event I violate any of the terms of this Agreement, and (b) I expressly waive any and all rights under Fed. R. Crim. 11(f) and Fed. R. Evid. 410 with regard to the facts set forth in Paragraph 2 of this Agreement in any such subsequent proceeding. I understand that

the government will not preserve any physical evidence obtained in this case.

7. I understand that the Court must consult the United States Sentencing Guidelines and take them into account when sentencing, together with the factors set forth in 18 U.S.C. § 3553(a). I also understand that the Court is not bound by the Guidelines calculations below; the Court may conclude that a higher Guidelines range applies to me, and, if it does, I will not be entitled, nor will I ask to withdraw my guilty plea. I further agree that regardless of the sentence that the Court imposes on me, I will not be entitled, nor will I ask, to withdraw my guilty plea. I agree that the Sentencing Guidelines offense level should be calculated as set forth below, and that other than joining in a possible government downward departure pursuant to U.S.S.G. § 5K1.1 and/or 18 U.S.C. § 3553(e), I will not ask for any other adjustment to or reduction in the offense level or for a downward departure or variance from the Guidelines range as determined by the Court. The parties have reached no agreement regarding my Criminal History Category.

a.	Base Offense Level, U.S.S.G. § 2J1.2(a):	14
b.	Fabrication of substantial number of records, U.S.S.G. § 2J1.2(b)(3)	2
b.	Acceptance of Responsibility: If I meet the requirements of U.S.S.G. § 3E1.1, through sentencing I may be entitled to a three level reduction.	-3
e.	Adjusted Offense Level:	13

I understand that regardless of the sentence that the Court imposes on me, I will not be entitled, nor will I ask, to withdraw my guilty plea.

8. I agree that regardless of any other provision of this Agreement, the government may and will provide the Court and the Probation Office with all information relevant to the charged offense and the sentencing decision, including any victim impact statements and letters from the victims, and/or their friends and family.

9. I agree that I will make a good-faith effort to pay any fine, forfeiture, or restitution I am ordered to pay. I agree to pay the special assessment at the time of sentencing.

10. I agree to cooperate with the U.S. Attorney's Office before and after I am sentenced. My

cooperation will include, but will not be limited to, the following:

a. I will meet with the government when requested;

b. I will respond truthfully and completely to any and all questions put to me, whether in interviews, before a grand jury, or at any trial or other proceeding;

c. I will provide all documents and other material asked for by the government;

d. I will testify truthfully at any grand jury, court, or other proceeding as requested by the government;

e. I surrender any and all assets acquired or obtained directly or indirectly as a result of my illegal conduct;

f. I will request continuances of my sentencing date, as necessary, until my cooperation is completed.

11. I agree that the government's decision whether to file a motion pursuant to U.S.S.G. § 5K1.1, as described in the government promises section below, is based on its sole and exclusive decision of whether I have provided substantial assistance and that decision will be binding on me. I understand that the government's decision whether to file such a motion, or the extent of the departure recommended by any motion, will not depend on whether convictions are obtained in any case. I also understand that the Court will not be bound by any recommendation made by the government.

12. I agree not to commit or attempt to commit any crimes before sentence is imposed or before I surrender to serve my sentence. I also agree not to violate the terms of my pretrial release; not to intentionally provide false information to the Court, the Probation Office, Pretrial Services, or the government; and not to fail to comply with any of the other promises I have made in this Agreement. I agree that if I fail to comply with any promises I have made in this Agreement, then the government will be released from all of its promises in this Agreement, including those set forth in the Government's Promises Section below, but I will not be released from my guilty plea. I agree to abide by all of the terms of my pre-trial release pending sentencing. However, I agree to be remanded to the custody of the United States Marshal at any time prior to my sentencing if requested by Pre-Trial Services, Probation or the government as ordered by the Court.

13. If I am prosecuted after failing to comply with any promises I made in this Agreement,

then (a) I agree that any statements I made to any law enforcement or other government agency or in Court, whether or not made pursuant to the cooperation provisions of this Agreement, may be used in any way; (b) I waive any and all claims under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal statute or rule, to suppress or restrict the use of my statements, or any leads derived from those statements; and (c) I waive any defense to any prosecution that it is barred by a statute of limitations, if the limitations period has run between the date of this Agreement and the date I am indicted.

14. I agree that this Agreement contains all of the promises and agreements between the government and me, that this Agreement supersedes all previous agreements that I had with the government (including any "proffer" agreement), and I will not claim otherwise in the future. No modification of this Agreement shall be effective unless it is in writing and signed by all parties.

15. I agree that the Agreement binds the U.S. Attorney's Office for the Northern District of California only, and does not bind any other federal, state, or local agency.

The Government's Promises

16. The government agrees not to file any additional charges against the defendant that could be filed as a result of the investigation that led to the captioned Information, so long as the defendant has fully disclosed such conduct to the government and otherwise complied fully with this Agreement.

17. The government agrees to recommend a sentence no higher than the range associated with the Guideline calculations set out in paragraph 7 above, unless the defendant fails to comply with any promises in this Agreement or fails to accept responsibility. As noted in paragraph 8, the government will provide the Court with any victim impact statements as well as letters from the victim(s) and/or their friends and family and any sentencing requests that they make to the court are not subject to any restrictions.

18. The government agrees not to use any statements made by the defendant pursuant to this Agreement against him, unless the defendant fails to comply with any promises in this Agreement.

19. If, in its sole and exclusive judgment, the government decides that the defendant has cooperated fully and truthfully, provided substantial assistance to law enforcement authorities within the meaning of U.S.S.G. § 5K1.1, and otherwise complied fully with this Agreement, it will file with the

Court a motion under § 5K1.1 and/or 18 U.S.C. § 3553 that explains the nature and extent of the defendant's cooperation and recommends a downward departure.

The Defendant's Affirmations

20. I agree that my participation in the District Court's Conviction Alternative Program is not appropriate and that I will not request to be considered for and will not participate in that program as a result of my convictions for this offense.

21. I confirm that I have had adequate time to discuss this case, the evidence, and the Agreement with my attorney and that my attorney has provided me with all the legal advice that I requested.

22. I confirm that while I considered signing this Agreement, and at the time I signed it, I was not under the influence of any alcohol, drug, or medicine that would impair my ability to understand the Agreement.

23. I confirm that my decision to enter a guilty plea is made knowing the charges that have been brought against me, any possible defenses, and the benefits and possible detriments of proceeding to trial. I also confirm that my decision to plead guilty is made voluntarily, and no one coerced or threatened me to enter into this Agreement.

Dated: 3-14-17

STEPHEN C. ROLFE
Defendant

BRIAN J. STRETCH
United States Attorney

Dated: 3/14/17

PHILIP J. KEARNEY
Assistant United States Attorney

24. I have fully explained to my client all the rights that a criminal defendant has and all the terms of this Agreement. In my opinion, my client understands all the terms of this Agreement and all the rights my client is giving up by pleading guilty, and, based on the information now known to me, my

client's decision to plead guilty is knowing and voluntary.

Dated: 3-14-17

CHRISTOPHER MORALES
Attorney for Defendant