

December 2, 2005

Lockheed Martin  
Attn: General Counsel's Office  
6801 Rockledge Drive  
Bethesda, MD 20817-1877

Dear General Counsel of Lockheed Martin:

The Project On Government Oversight (POGO) is overhauling and renewing its Federal Contractor Misconduct Database ([www.pogo.org/db/index.cfm](http://www.pogo.org/db/index.cfm)), a compilation of information from public resources regarding government contractors, including Lockheed Martin. On August 16, 2005, I sent you information regarding findings relevant to Lockheed Martin, which I have enclosed for your reference. As of today, I have not received a response from your office.

A written response is certainly in the best interest of everyone involved. It is the best way for your company to go on record regarding this process and the instances identified; your letter will be posted in its entirety on the database. Several companies have already responded and have expressed appreciation for the opportunity to express their views. POGO would prefer to receive a response by December 31, 2005 to ensure it is included with the launch of our new database.

If you have any questions, I can be reached at (202) 347-1122. Thank you for your time and consideration.

Sincerely,

Kevin L. Phelps  
Project Director

Enclosure

## **Instances of Misconduct**

1.

Case name: N/A

Date: 5/10/05

Misconduct type: Environment

Contracting Party: N/A

Court Type: Administrative

Amount: \$66,700

Disposition: Fine

Synopsis:

The EPA imposed a penalty on Lockheed for violating the Toxic Substances Control Act by having elevated levels of PCBs present in its Akron Airdock facility.

Document to include:

<http://www.epa.gov/region5/news/news05/05061.htm>

2.

Case Name: N/A

Date: 1/4/05

Misconduct type: Government Contract Fraud

Contracting Party: Defense

Court type: Administrative

Amount: \$1.4 million

Disposition: Settlement

Synopsis:

“Lockheed Martin Corporation agreed to pay the United States \$1.4 million dollars to resolve allegations of mischarging the United States Army Aviation and Missile Command.

In 1999, Lockheed Martin voluntarily disclosed inadvertent mischarging between its production and support contracts for the Multiple Launch Rocket System. These contracts are administered by the Army in Huntsville, Alabama. A subsequent audit performed by the Defense Contract Audit Agency challenged the scope of the reported mischarging. Following a cooperative investigation, the parties participated in voluntary mediation and reached a compromise settlement of the disputed amount.”

Documents to include:

<http://www.usdoj.gov/usao/aln/Docs/January%202005/Jan04LockheedMartin.htm>

3.

Case name: Unknown

Date: 10/29/04

Misconduct Type: Environment

Contracting Party: N/A  
Court Type: Civil  
Amount: \$110,000,000  
Disposition: Judgment against defendant

Synopsis:

A U.S. District Court in Idaho ruled Bethesda-based Lockheed owes the government \$110 million after its contract to clean up Pit 9, a one-acre site in Idaho Falls, fell years behind schedule and millions of dollars over budget.

Documents to include:

<http://www.sec.gov/Archives/edgar/data/936468/000119312505038829/d10k.htm> 10-K form  
<http://www.washingtonpost.com/wp-dyn/articles/A17091-2004Nov1.html> Washington Post Article

4.

Case name: U.S. ex rel. Campbell v. Lockheed Martin

Date: August 27, 2003

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$37,900,000

Disposition: Settlement

Synopsis:

Lockheed settled a case involving violations of the Truth in Negotiations Act and the False Claims Act. "The qui tam suit accused Lockheed Martin of deliberately inflating the cost of four contracts for the purchase of navigation and targeting pods for military jets. Campbell's complaint alleged that Lockheed Martin violated the Act by knowingly failing, among other things, to provide current, accurate and complete cost and pricing data to Air Force contract negotiators. Government contractors are required by the Truth in Negotiations Act to provide accurate and complete cost data to government contract negotiators."

Document to include:

[http://www.usdoj.gov/opa/pr/2003/August/03\\_civ\\_475.htm](http://www.usdoj.gov/opa/pr/2003/August/03_civ_475.htm)

5.

Case name: N/A

Date: June 10, 2003

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court type: Civil

Amount: \$7.1 million

Disposition: Settlement

Synopsis:

Lockheed settled alleged violations of the False Claims Act and Federal Acquisition Regulations in a building lease agreement with NASA. "The dispute focused upon the government's

contention that as part of the costs included in the 10 year lease agreement negotiated in 1992, LESG included charges associated with promissory notes it held as interest bearing debt. This debt was concealed in the lease costs and charged to NASA during the course of the contract.”

Document to include:

<http://www.usdoj.gov/tax/usaopress/2003/txdv03030610-lockheed.htm>

6.

Case name: U.S. ex rel Glen Heiser v. Lockheed Martin Corp.

Date: 1/23/2003

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$1,407,834

Disposition: Settlement

Synopsis:

Lockheed settled allegations that Loral Corporation inflated costs in a contract with the Air Force, in violation of the False Claims Act. “In 1992, Loral contracted with the government to update flight training programs, including simulated programs for the F-15E Weapon System Trainer (WST) being developed by the Air Force. The lawsuit, which was unsealed today, alleges that Loral wrongfully inflated estimated costs it was required to disclose during contract negotiations, resulting in an inflated contract price and false claims for payment under the contract.”

Document to include:

[http://www.usdoj.gov/opa/pr/2003/January/03\\_civ\\_037.htm](http://www.usdoj.gov/opa/pr/2003/January/03_civ_037.htm)

7.

Case name: Cable & Computer Technology Inc. v. Lockheed

Date: 11/27/02

Misconduct type: Other

Contracting Party: Non-Governmental

Court type: Civil

Amount: \$12.8 million

Disposition: Judgment against defendant

Synopsis:

Lockheed Sanders and Lockheed Martin Federal Systems paid damages related to bidding for a Boeing contract for breach of contract (in a teaming agreement with CCT) and violating Unfair Business Practices and the Cartwright Act. “A jury has determined that Sanders, a subsidiary of Lockheed, entered into a contract with CCT to team in making a bid to Boeing for the computer upgrade on the B-1B bomber project of the Air Force. That contract was no mere agreement to agree. It was found by the district court to have “no missing terms.” In the course of the contract Sanders supplied information on CCT's pricing to Owego, another Lockheed subsidiary also bidding on the Boeing project. Less than two weeks before the bid was due, Sanders broke its contract with CCT, leaving it without a partner or time to find one.”

Document to include:  
2002 U.S. App. LEXIS 24501

8.

Case name: United States v. General Electric

Date: 9/18/02

Misconduct type: Other

Contracting Party: Government Defense

Court Type: Civil

Amount: \$3,100,000

Disposition: Settlement

Synopsis:

Lockheed and BAE Systems settled allegations of violating the False Claims Act in a contract to provide components for Hornet aircrafts. "The government alleged that from 1987 through 1994, GE and Martin Marietta manufactured and delivered for installation in Hornet aircraft more than 1,300 Accelerometer Sensor Assemblies that did not comply with electromagnetic interference contractual requirements."

Documents to include:

[http://www.usdoj.gov/opa/pr/2002/September/02\\_civ\\_533.htm](http://www.usdoj.gov/opa/pr/2002/September/02_civ_533.htm)

<http://www.taf.org/publications/PDF/oct02qr.pdf>

9.

Case name: N/A

Date: 8/1/02

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$2,122,603

Disposition: Settlement

Synopsis:

Lockheed Martin's Tactical Systems Division settled a case involving allegations of false and fraudulent claims in a contract with the Navy, a violation of the False Claims Act. "The government contended that, while still a part of Unisys Corporation, the Tactical Systems Division began improperly charging the Strategic Systems Program of the Navy for bid and proposal costs on a series of defense contracts for services and materials for the Trident Missile Program during the period from 1988 through 1996."

Document to include:

[http://www.usdoj.gov/opa/pr/2002/August/02\\_civ\\_449.htm](http://www.usdoj.gov/opa/pr/2002/August/02_civ_449.htm)

10.

Case name: N/A

Date: 5/5/02

Misconduct type: Environment

Contracting Party: N/A

Court Type: Administrative

Amount: \$1,300,000

Disposition: Fine

Synopsis:

Lockheed was fined by the EPA for failing to operate a pump and treating groundwater cleanup system at less than full capacity. "Beginning in June 2000 Lockheed failed to operate the treatment system at the 9,000 gallons per minute rate set forth in a 1992 cleanup agreement between Lockheed and the EPA. The large capacity treatment system was built to remove TCE and PCE, hazardous chemicals, from the groundwater at the Burbank Superfund site."

Document to include:

<http://yosemite.epa.gov/r9/r9press.nsf/268400f6f4b727f288256b6100659fe6/ccef92eb0679fe2d88256bad00791121!OpenDocument>

11.

Case name: N/A

Date: 10/30/01

Misconduct type: Environment

Contracting Party: N/A

Court Type: Administrative

Amount: \$130,175.50

Disposition: Fine

Synopsis:

Lockheed was fined for violations of federal asbestos and CFC emission laws at the Idaho National Engineering and Environmental Laboratory. "EPA found that at various times from June 15, 1997, to July 1, 2000, no records were kept of what service was performed and how much refrigerant was added to comfort cooling systems at the Idaho Nuclear Technical and Engineering Center (INTEC) at INEEL. In addition, EPA found that comfort cooling systems with annualized leak rates greater than 15% were not repaired within 30 days."

Document to include:

<http://yosemite.epa.gov/r10/homepage.nsf/bcd405ea472282c08825674a0067c667/98ca6619d4940bc588256af40078d593!OpenDocument>

12.

Case name: United States ex rel. Beattie, et al. v COMSAT Corp., et al.

Date: 8/27/01

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$8.5 million

Disposition:

Settlement

Synopsis:

Lockheed's Electro Mechanical Systems, along with several other companies, settled an alleged case of contract fraud. "The company directed its employees to record time spent on other tasks

to labor hour accounts assigned to Navy restoration contracts and destroyed records in order to mislead government auditors.”

Document to include:

<http://www.usdoj.gov/opa/pr/2001/August/434civ.htm>

13.

Case name: N/A

Date: 3/13/01

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$10.5 million

Disposition: Settlement

Synopsis:

Lockheed gave the FAA \$10.5 million in credit for future billing to settle a case involving overcharged rent. “An OIG investigation and audit by the Defense Contract Audit Agency disclosed that IBM's Federal Systems Division overcharged the FAA for rent on four office buildings in Rockville, MD, by approximately \$15 million. Lockheed-Martin (which acquired IBM's Federal Systems Division) agreed to credit the FAA with \$10,500,000, to be offset through future billings.”

Document to include:

<http://www.oig.dot.gov/item.jsp?id=83>

14.

Case name: N/A

Date: 8/28/00

Misconduct type: Labor

Contracting Party: N/A

Court Type: Administrative

Amount: \$1,045,000

Disposition: Fine

Synopsis:

Lockheed Martin Energy Systems was fined by the Department of Energy for multiple violations of nuclear safety requirements at its site in Oak Ridge, TN.

Document to include:

<http://www.eh.doe.gov/enforce/press/pr00219.htm>

15.

Case name: N/A

Date: 6/14/00

Misconduct type: Import/Export

Contracting Party: N/A

Court Type: Administrative

Amount: \$13 million

Disposition: Settlement

Synopsis:

Lockheed settled a case involving the provision of information about space launches to China, in violation of arms export regulations. "The charges stem from a 1994 report Lockheed provided to Asia Satellite Telecommunications, a Hong Kong-based satellite company. The company is linked to two state-run Chinese firms. The technical report explained how to fix problems with a Chinese-made solid-fuel rocket motor used to position satellites in orbit."

Document to include:

[http://www.defenselink.mil/transcripts/2000/t04062000\\_t406asda.html](http://www.defenselink.mil/transcripts/2000/t04062000_t406asda.html)

[http://www.fas.org/news/china/2000/lockheed\\_martin\\_update\\_000406.htm](http://www.fas.org/news/china/2000/lockheed_martin_update_000406.htm)

16.

Case name: N/A

Date: 8/20/99

Misconduct type: Environment

Contracting Party: N/A

Court Type: Administrative

Amount: \$220,000

Disposition: Fine

Synopsis:

Lockheed Martin Idaho Technologies Company was fined by the Department of Energy for violating nuclear waste storage regulations. "The violations at INEEL involved procurement of waste containers and nuclear fuel storage buckets, along with other operational quality issues at INEEL nuclear facilities."

Document to include:

<http://www.eh.doe.gov/enforce/press/pr990820.html>

17.

Case name: N/A

Date: 11/18/98

Misconduct type: Environment

Contracting Party: N/A

Court Type: Administrative

Amount: \$123,750

Disposition: Fine

Synopsis:

Lockheed was fined for violating nuclear safety rules at Oak Ridge National Laboratory. "The penalty at Oak Ridge National Laboratory High Flux Isotope Reactor stems from the contractor's ongoing and repetitive failures to adhere to its established procedures that ensure that the reactor operates within appropriate safety margins. These ongoing violations were evidenced by a number of events between May 1997 and January 1998 -- leading to an unnecessary shutdown of the reactor for an extended period of time."



Document to include:

<http://www.eh.doe.gov/enforce/press/ea981213.pdf>

18.

Case name: N/A

Date: 3/26/98

Misconduct type: Government Contract Fraud

Contracting Party: Government Civilian

Court Type: Civil

Amount: \$1,575,000

Disposition: Settlement

Synopsis:

Lockheed and Unisys settled a case involving allegations that Unisys inflated the prices of spare parts sold to the Department of Commerce for its NEXRAD Doppler Radar System, in violation of the False Claims Act. "...the settlement resolves allegations that Unisys knew that prices it paid Concurrent Computer Corporation for the spare parts were inflated when it passed on those prices to the government. Unisys had obtained price discounts from Concurrent on other items Unisys was purchasing from Concurrent at Unisys' own expense in exchange for agreeing to pay Concurrent the inflated prices."

Document to include:

<http://www.usdoj.gov/opa/pr/1998/March/141.htm.html>

19.

Case Name: N/A

Date: 7/2/98

Misconduct Type: Environment

Contracting Party: N/A

Court Type: Administrative

Amount: \$12,750

Disposition: Fine

Synopsis:

Knolls Atomic Power Laboratory Inc., a Lockheed Martin Company under contract to strip PCB-contaminated paint from storage tanks at the Department of Energy facility in Windsor, Connecticut, was fined for violating the Toxic Substances Control Act with regard to PCBs. KAPL failed "to ensure that EPA requirements were met for the use and disposal of personal protective equipment, and for failing to notify the EPA promptly of releases of PCBs."

Documents to include:

<http://www.epa.gov/boston/pr/1998/070298a.html>

20.

Case name: N/A

Date: 6/8/98

Misconduct type: Environment

Contracting Party: N/A  
Court Type: Administrative  
Amount: \$125,000  
Disposition: Fine

Synopsis:

Lockheed Martin Idaho Technologies Company was fined by the Department of Energy for violating nuclear safety regulations. "Workers removed a plastic cover that had become highly contaminated with the radioactive material. When the cover was moved for disposal, the radioactive europium powder spread and contaminated the entire facility. Exposures to six workers were about 10 millirem each, compared to a maximum annual limit of 5,000 millirem at all DOE sites."

Document to include:

<http://www.eh.doe.gov/enforce/press/pr98080.html>

21.

Case name: N/A  
Date: 1/12/98  
Misconduct type: Government Contract Fraud  
Contracting Party: N/A  
Court Type: Civil  
Amount: \$7,870,177  
Disposition: Settlement

Synopsis:

According to a GAO report cited by Senator Harkin and Representative DeFazio, Lockheed paid \$7,870,177 to settle allegations of False Claims Act violations for defective pricing.

Document to include:

Harkin and DeFazio Press Release

22.

Case name: N/A  
Date: 10/3/97  
Misconduct type: Import/Export  
Contracting Party: N/A  
Court Type: Civil  
Amount: \$45,000  
Disposition: Fine

Synopsis:

"The [Commerce] Department alleged that on nine occasions between March 11, 1992, and June 3, 1994, Martin Marietta Corporation exported graphite/epoxy prepreg material from the United States to South Korea without obtaining the required Bureau of Export Administration validated export licenses."

Document to include:

<http://www.bxa.doc.gov/News/Archive97/lockheed.htm>

23.

Case name: N/A

Date: 7/14/97

Misconduct type: Other

Contracting Party: Government Defense

Court Type: Civil

Amount: \$202,500

Disposition: Settlement

Synopsis:

According to a GAO report cited by Senator Harkin and Representative DeFazio, Lockheed paid \$202,500 to settle allegations that a Lockheed facilities manager was allegedly involved in a scheme with an independent real estate appraiser to over-appraise the value of Lockheed executives' homes during a relocation buyback program.

Document to include:

Harkin and DeFazio Press Release

24.

Case name: N/A

Date: 3/5/97

Misconduct type: Labor

Contracting Party: N/A

Court Type: Administrative

Amount: \$25,000

Disposition: Fine

Synopsis:

The Department of Energy fined the Lockheed Martin Idaho Technologies Company for violating nuclear safety regulations. "The violations occurred in July 1996 when five workers in the INEEL Waste Calcining Facility received unplanned internal radiation exposures...A worker cutting into a pipe caused airborne radiological contamination to be spread throughout the room. The workers, unaware of the airborne contamination and unprotected by respirators, remained in the contaminated environment for approximately 40 minutes."

Document to include:

<http://www.eh.doe.gov/enforce/press/ea9701.pdf>

25.

Case name: U.S. ex rel. Mayman v. Martin Marietta

Date: 12/23/1996

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$5.3 million

Disposition: Settlement

Synopsis:

“In December 1996, Lockheed Martin Inc. agreed to pay the Government \$5.3 million to settle a qui tam suit alleging that one of its predecessors, Martin Marietta Corporation, overcharged DOD by deliberately bidding low to win a contract, making up the shortfall by boosting research and development costs. The lawsuit was brought in 1991 by former Martin Marietta employee Jerry Mayman. The underbid contract concerned development of a supersonic low altitude target for missiles (SLAT).”

Documents to include:  
US DOJ Press Release  
Settlement Agreement

26.

Case name: N/A

Date: 12/20/96

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$2,252,501

Disposition: Settlement

Synopsis:

According to a GAO report cited by Senator Harkin and Representative DeFazio, Lockheed paid \$2,252,501 to settle allegations of “procurement fraud” involving Martin Marietta.

Document to include:  
Harkin and DeFazio Press Release

27.

Case name: N/A

Date: 11/21/96

Misconduct type: Labor

Contracting Party: N/A

Court Type: Civil

Amount: \$13 million

Disposition: Settlement

Synopsis:

Lockheed settled allegations from the Equal Employment Opportunity Commission that Martin Marietta targeted older employees in layoffs, in violation of the Age Discrimination in Employment Act. “EEOC’s suit, originally filed in May 1994, claimed that Martin targeted its employees age 40 and over for a series of massive layoffs and forced retirements over a five-year period.”

Document to include:  
<http://www.eeoc.gov/press/11-21-96.html>

28.

Case name: N/A

Date: 10/18/96

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$500,000

Disposition: Settlement

Synopsis:

Lockheed settled allegations that Randtron Systems (part of Lockheed Martin Tactical Systems) did not give pertinent information about radar antennas to the government that would have lowered their price, in violation of the False Claims Act and the Truth in Negotiation Act. "The government alleged that during negotiations for four production subcontracts from 1986 through 1988 Randtron failed to make required disclosures to Grumman and Department of Defense officials that it had substantial quantities of excess parts and materials left over from prior antenna production jobs that it intended to use in the contracts under negotiation. The government claimed that if Randtron had made such disclosures the Navy would have negotiated lower prices for the radar antennas."

Document to include:

<http://www.usdoj.gov/opa/pr/1996/Oct96/518civ.htm>

29.

Case name: N/A

Date: 9/18/96

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$17,272

Disposition: Settlement

Synopsis:

According to a GAO report cited by Senator Harkin and Representative DeFazio, Lockheed paid \$17,272 to settle allegations of False Claims Act violations for "cost/labor mischarge" involving Loral Federal Systems.

Document to include:

Harkin and DeFazio Press Release

30.

Case name: N/A

Date: 8/1/96

Misconduct type: Environment

Contracting Party: N/A

Court Type: Civil

Amount: \$67 million

Disposition: Settlement

Synopsis:

Lockheed paid \$67 million to resolve claims by Burbank, CA residents regarding the treatment

of local groundwater. “The settlement...resolved, without litigation, claims of personal injury and property damage asserted by the residents and alleged to be related to environmental contamination stemming from historical operations of the former facility. The Corporation settled the matter for business reasons after a lengthy mediation, without any admission of liability, notwithstanding its continuing position that the facility does not and has not posed a risk to the community.”

Document to include:

<http://www.sec.gov/Archives/edgar/data/936468/0000950109-97-002222.txt>

31.

Case name: N/A

Date: 4/18/96

Misconduct type: Antitrust

Contracting Party: Non-Governmental

Court Type: Civil

Amount: N/A

Disposition: Settlement

Synopsis:

Lockheed settled the terms of its acquisition of Loral Corporation with the FTC. “The terms of the settlement provide for Lockheed Martin to divest its systems engineering and technical services (SETA) contract with the Federal Aviation Administration; prohibit Lockheed Martin from providing certain technical services or information to Space Systems/Loral, a subsidiary of Loral Space & Communications Ltd.; restrict participation and compensation of persons who serve as directors or officers of both Lockheed Martin or Loral Space; limit Lockheed Martin’s ownership of Loral Space; and require “firewalls” to limit information flow about competitors’ tactical fighter aircraft and unmanned aerial vehicles.”

Document to include:

<http://www.ftc.gov/opa/1996/04/lmloral.htm>

<http://www.sec.gov/Archives/edgar/data/936468/0000950109-97-002222.txt>

32.

Case name: N/A

Date: 4/9/96

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Amount: \$1,172,062

Disposition: Settlement

Synopsis:

According to a GAO report cited by Senator Harkin and Representative DeFazio, Lockheed paid \$1,172,062 to settle allegations of “defective pricing” involving Martin Marietta Electronic Systems.

Document to include:

## Harkin and DeFazio Press Release

33.

Case name: United States v. Lockheed. Docket #93-cv-2167, US DC ND GA (Civil).

Date: 11/21/95

Misconduct type: Other

Contracting Party: N/A

Court Type: Civil

Amount: \$146,000

Disposition: Settlement

Synopsis:

According to a GAO report cited by Senator Harkin and Representative DeFazio, Lockheed paid \$146,600 to settle allegations of “contractor kickbacks” involving Lockheed Martin Aeronautical Systems.

Document to include:

Harkin and DeFazio Press Release

34.

Case name: United States v. Lockheed

Date: 1/27/95

Misconduct type: Other

Contracting Party: International

Court Type: Criminal

Amount: \$24.8 million

Disposition: Pleaded Guilty, Fines

Synopsis:

Lockheed agreed to pay criminal and civil fines after pleading guilty to violating the Foreign Corrupt Practices Act by paying a consultant from a funding source that disallowed it. “The case focused on the 1989 contract between Lockheed and Egypt calling for the sale of three C-130 aircraft for approximately \$79 million. The investigation uncovered payments by Lockheed to its Egyptian consultant, Dr. Leila Takla, in exchange for her assistance in making the sale. The contract, which was funded by U.S. taxpayer money through the Defense Security Assistance Agency (DSAA) Foreign Military Financing (FMF) program, required Lockheed to certify that no consultant fees were being paid out of FMF grant money.”

Documents to include:

<http://www.ignet.gov/randp/jpif96.pdf>

Harkin and DeFazio Press Release

## **Pending Cases**

1.

Case name: Natural Resources De, et al v. Lockheed Martin Corp, et al. Docket #5:99-cv-00170, US DC WD KY (Civil).

Misconduct type: Government Contract Fraud

Contracting Party: Government Civilian

Court Type: Civil

Synopsis:

False claims case involving the disposal of radioactive and hazardous waste.

2.

Case name: Adkins, et al v. Divested Atomic Corp, et al. Docket #2:98-cv-00595, US DC SD OH (Civil).

Misconduct type: Environment

Contracting Party: N/A

Court Type: Civil

Synopsis:

This case against Lockheed Martin Energy Systems, Goodyear, and others alleges their negligence in properly disposing of radioactive and hazardous waste. "The plaintiffs allege, on behalf of themselves and a putative class of all persons who were residents, property owners or lessees of property subject to alleged windborne particulates and water run off from the DOE Plant, that DAC (and, therefore, the Company) and LMES in their operation of the Portsmouth DOE Plant (i) negligently contaminated, and are strictly liable for contaminating, the plaintiffs and their property with allegedly toxic substances, (ii) have in the past maintained, and are continuing to maintain, a private nuisance, (iii) have committed, and continue to commit, trespass, and (iv) violated the Comprehensive Environmental Response, Compensation and Liability Act of 1980."

Document to include:

<http://www.sec.gov/Archives/edgar/data/42582/000095015203003920/199117ae10vk.htm>

3.

Case name: Meacham et al. v. Knolls Atomic Power Laboratory et al. Docket #97-cv-0012, US ND NY (Civil), 2<sup>nd</sup> Circuit Court of Appeals.

Misconduct type: Labor

Contracting Party: N/A

Court Type: Civil

Synopsis:

This age discrimination case includes Quinn v. Knolls Atomic Power Laboratory and alleges a violation of the Age Discrimination in Employment Act. "Plaintiffs are all former employees of defendant Knolls Atomic Power Laboratories ("KAPL") who lost their jobs in the course of an involuntary reduction in force ("IRIF"). As all of the plaintiffs are over forty, they are protected under the Age Discrimination in Employment Act ("ADEA")....In particular, they claimed that KAPL designed and implemented its workforce reduction process to eliminate older employees and [\*\*3] that, regardless of intent, the process had a discriminatory impact on ADEA-protected employees."

Document to include:

2004 U.S. App. LEXIS 17873

4.

Case name: Korea Supply Company v. Lockheed Martin. CA Superior Court, S100136, No. BC



209893 (Civil).

Misconduct type: Other

Contracting Party: N/A

Court Type: Civil

Synopsis:

Case involves bribery of Korean officials, in violation of unfair competition law and interfering with prospective economic advantage. Remanded to Court of Appeal on March 3, 2003.

Document to include:

2003 Cal. LEXIS 1301.

5.

Case name: United States ex rel. Brooks v. Lockheed Martin. Docket# 00-cv-1088, US DC MD (Civil).

Misconduct type: Government Contract Fraud

Contracting Party: Government Civilian

Court Type: Civil

Synopsis:

Fraud case involving the concealment of workers' exposure to radiation.

6.

Case name: United States ex rel. Laird v. Lockheed Martin Engineering and Science Services Company. Docket #00-cv-226, US DC SD TX (Civil).

Misconduct type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Synopsis:

Case involves failing to report excessive costs in a contract with NASA. "Mayfield alleged in his first amended complaint that Lockheed knowingly failed to report excessive costs and anticipated cost overruns as required by the compliance provisions of the ETA Contract and, indeed, knew that it could not perform in accordance with the costs specified in the initial bid to NASA for the ETA Contract but knowingly submitted a false bid for the contract anyway."

Document to include:

2003 U.S. App. LEXIS 12820

7.

Case name: Carrillo v. Lockheed Martin. Docket #RCVRS31496, CA Superior Court for the county of San Bernardino (Civil).

Misconduct type: Environment

Contracting Party: N/A

Court Type: Civil

Synopsis: Groundwater contamination case.

Document to include: N/A

8.

Case Name: USA ex rel. Yannacopoulos v. General Dynamics and Lockheed Martin. Docket #03-CV-03012, US DC ND IL (Civil).

Misconduct Type: Government Contract Fraud

Contracting Party: Government Defense

Court Type: Civil

Synopsis:

“This case involves relator's claim that defendants General Dynamics and Lockheed Martin Corporation submitted a number of false certifications, false records, false statements, and false claims for payment or approval in connection with their federally-financed sales of F-16 fighter jet to Greece.”

Documents to include:

<http://www.sec.gov/Archives/edgar/data/40533/000095013303003684/w91235e10vq.htm>

[http://www.lawmbg.com/practice/\\_whistlelit.htm](http://www.lawmbg.com/practice/_whistlelit.htm)