

Redacted 03/03/04
For Security Reasons
Page 1 of 3

Ron Bath

[REDACTED]
Arlington, Texas [REDACTED]

The Nuclear Regulatory Commission, RIV
Attn: Nancy Holbrook, Contracts Administrator

[REDACTED]
Arlington, Texas [REDACTED]

January 2, 2000

Dear Nancy:

I require some assistance in resolving an open issue related to my past employment at The NRC. In the event that you feel this concern best addressed by another department, please forward it there for me.

Several months ago, on October 10, 2000, I found it necessary to purchase 8mm videotape to support a series of classes and presentations to be photographed as directed by Kathleen Hamill and others. To achieve the zero lead-time taping schedule the next morning, I had to make a decision to obtain adequate tape in order to do as directed. No tape was available through Ann Mattila or other sources suggested to me.

As usual, Mr. Papa was not present at work. His customary work experience had been to come in around 10:00 or 11:00 AM, or be gone for 3 or 4 days at a time, supposedly coming in some nights to work. The point is he was not around to ask for guidance and did not answer his cell phone. I made a command decision, one I felt a responsible one, and went to Best Buy after I got off work, on my own time, and purchased the needed videotape by charging it on my wife's, Ellen's, American Express Card. The amount was \$38.77.

I gave Mr. Papa the receipt as soon as he returned to work, which was a day or two later, and explained what I had to do to obtain videotape to meet my assignments. He took my receipt and said he would turn it in to the NRC for reimbursement and repay me.

I sent Mr. Papa an email reminder twice since then to remind him that I was owed the funds. My last such email dated 11/16/00, a copy of which is enclosed, explained that my wife's American Express Statement was received reminding me of the debt, and the funds were due. For the second time, in 60 days, Mr. Papa's reply was that he would check on it.

Approximately 5 weeks ago, Carol Hill came into the IT training area and asked the question; "Whose asking for reimbursement for videotapes?". Mr. Papa got up from our meeting table and rushed to meet her indicating he wanted to discuss the matter in private. I thought great, at last Mr. Papa is going to reimburse me for my "out of pocket" expense in purchasing the videotape. Nothing has ever been mentioned to me, to date, and I still expect reimbursement. Ellen had to pay her American Express bill without my receiving reimbursement from Mr. Papa.

I have performed an investigation and have discovered that once again, Mr. Papa has not followed NRC procedure, and knowingly and willfully committed wrongdoing. Mr. Papa was told that the receipt he had submitted, as if it was his own, for reimbursement would not be paid in cash by RIV. It would be paid via direct deposit to Mr. Papa's bank account. Mr. Papa then stated something to the effect that the receipt was really submitted by a contractor and he was seeking repayment for a contractor-incurred debt. Mr. Papa was told that NRC policy explicitly prohibited this kind of transaction. Mr. Papa acknowledged the fact that he was aware of the policy and to never the less proceed with submittal of the disallowed claim for funds to be paid out by headquarters via direct deposit into his bank account. The words spoken by Mr. Papa are represented to the best recollection of my discussion with the witness.

Mr. Papa has committed wrongdoing. This is just another example of his knowingly and willfully committing wrongdoing. Knowing that this type of transaction was prohibited and against NRC policy, Mr. Papa should have informed me of same, disallowed my claim and advise me I was "out the money" and not to make a purchase for the NRC as a contractor, emergency or not. I was not given this information. I was simply told by Mr. Papa that he would submit the receipt for reimbursement and get me paid back.

Mr. Papa is guilty of disregard of NRC procedure and theft of funds. This is not the first occurrence. Shortly after the "bring your child to work day" in 1999, Mr. Papa directed me to go out and purchase some photographic printer paper for a test of the digital camera photographs. I drove to Office Max, on my own time, and purchased a 50-sheet package of the paper for \$29.95 plus tax. The same scenario happened, and I was never reimbursed after 2 reminders. In the spirit of contractor, client good will, I decided to stop asking and accept the personal financial loss. At a later time, at which we had bought more paper via Form 30 and had an abundant supply, I considered just taking 50 sheets of NRC paper home in repayment. I decided it was not ethical to do so and took no such action. I am still out that money and now another \$38.77 as well.

This matter needs to be examined. I need reimbursement. This letter constitutes a formal demand letter for \$38.77.

The facts are simple:

1. Mr. Papa has committed wrongdoing.
2. Mr. Papa knowingly and willfully breached NRC policy by submitting a claim, represented as his own, for funds spent by a contractor
3. With the great amount of time between submittal and the present date it is believed that Mr. Papa fraudulently directed the funds into his bank account, and is guilty of Theft of Funds.

In the event that I do not receive reimbursement for these funds within ten days of receipt of this letter, as acknowledged by my return receipt of your dated letter receipt signature card, I plan to initiate legal action. I will have no recourse but to petition Small Claims Court and have my case registered on the docket for public hearing. My proof of

Claim is my copy of my wife's American express bill detailing this expenditure, a copy of Mr. Papa's reply email acknowledging "He would check on it", and an Affidavit from a witness to Mr. Papa's verbal statements with regard to his foreknowledge of NRC policy governing this type of disallowed and improper transaction, and direction to proceed anyway and have the funds placed into his personal bank account via direct deposit from headquarters. The NRC would, of course, be liable for the costs of the claim and required to pay all court and attorney fees incurred.

I have lived my personal and business life in an ethical, moral and legal manner. It greatly upsets me to see Federal Employees disregard law, procedure and ethics out of personal arrogance and for personal gain. My experience serving the NRC lead me to the conclusion that there are professionals out in the working world of Nuclear Energy Management that probably know as much, or even more, than the professionals with the NRC. The one thing that should make NRC employees superior is their superior good judgment and integrity. Appearances are that good judgment and personal integrity are lacking as exhibited by Mr. Papa this case.

Now that I am unemployed, I am sure that you will understand my urgency in seeking reimbursement for these long overdue and misrouted funds. You may remit my reimbursement via check or money order to my residence address as listed on the cover page. Due to the fact that I am no longer affiliated with The NRC or US Robotech, Inc., no other notification is required.

I would suggest that you report this case of wrong doing by Mr. Papa to the IG's office. I will be visiting personally with Special Agent [REDACTED] of the IG's office shortly and plan to discuss this matter along with others.

[REDACTED]

Regards,

Ron Bath

Cc: [REDACTED], Special Agent
Nuclear Regulatory Commission
Office of The Inspector General
Mail Stop [REDACTED]
Washington, DC [REDACTED]

Attachment(s): A. Copy of American Express Bill – Ellen R. Bath
B. Copy of email from Mr. Papa dated 11/16/00