

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

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OFFICE OF INVESTIGATIONS
INTERVIEW

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IN THE MATTER OF: :

INTERVIEW OF: *7C* : Docket No. 1-2003-045

 :

(CLOSED) :

-----X

Thursday, May 13, 2004

PSEG Headquarters

Newark, New Jersey

The above-entitled interview was conducted
at 11:44 a.m.

BEFORE:

Special Agent JEFF TEATOR

EXHIBIT *59*
PAGE *1* OF *29* PAGES

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APPEARANCES:

ON BEHALF OF PSEG SERVICES AND ~~(REDACTED)~~

JEFF KEENAN

Assistant General Solicitor

PSEG Services

7C

P R O C E E D I N G S

(11:44 a.m.)

SPECIAL AGENT TEATOR: Today's date is May 13, the year is 2004. My name is Jeffrey Teator. I'm a Senior Special Agent with the United States Nuclear Regulatory Commissions, Office of Investigations. It's approximately 11:44 in the morning. This morning I am interviewing (b) Is that the correct pronunciation?

(b) Yes, it is.

SPECIAL AGENT TEATOR: Can I call you

(b)

(b) Yes, you may.

SPECIAL AGENT TEATOR: Okay. I am interviewing (b) in the 21st Floor Conference Room at PSEG headquarters, located in Newark, New Jersey. And, (b) -- (b) prior to going on record, did I present you with my credentials?

(b) Yes, you did.

SPECIAL AGENT TEATOR: Did I explain to you this is a voluntary interview?

(b) Yes, you did.

SPECIAL AGENT TEATOR: All right. Knowing it's voluntary, do you wish to go forward?

(b) Yes.

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1 SPECIAL AGENT TEATOR: Okay. You're being
2 interviewed today as a fact witness. No one's accused
3 you of doing anything wrong, but your answers have to
4 be true and accurate. That's really the only way you
5 can get yourself in any kind of trouble today is if
6 you knowingly or deliberately lie or withhold
7 information during the course of this interview.

8 Do you have any objection today to
9 providing sworn testimony?

10 (REDACTED) No.

11 SPECIAL AGENT TEATOR: Okay. Raise your
12 right hand for me, please.

13 (REDACTED) do you swear that the
14 information that you are about to provide to me is the
15 truth, the whole truth and nothing but the truth?

16 (REDACTED) Yes, I do.

17 SPECIAL AGENT TEATOR: Thank you.
18 (REDACTED), you're represented by counsel today. Counsel
19 could identify himself for the record, please, and
20 explain your representation.

21 MR. KEENAN: Yes. My name is Jeff Keenan.
22 I'm Assistant General Solicitor for PSEG Services.
23 Today I'm representing (REDACTED) and PSEG Nuclear in a
24 joint capacity. I've reviewed the file and I don't
25 believe there's a conflict of interest. If a conflict

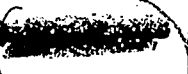
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1 arises, we'll take a break in the record and figure
2 out how to best handle that. We appreciate the
3 opportunity to provide the testimony, and we would
4 like the ability to review the transcript at a
5 mutually convenient time and place later.

6 SPECIAL AGENT TEATOR: Okay. Thank you.
7  a few follow-up questions for you regarding
8 representation.

9  Okay.

10 SPECIAL AGENT TEATOR: And they're real
11 specific questions. Does your employer require you to
12 have counsel represent you if you're interviewed by
13 the NRC's Office of Investigations?

14  No.

15 SPECIAL AGENT TEATOR: Okay. Were you in
16 any way threatened with any type of adverse action by
17 your employer if you chose to not have counsel
18 represent you during this interview?

19  No.

20 SPECIAL AGENT TEATOR: Okay. Do you
21 understand that you have a right to a private
22 interview with me if you wanted one?

23  Yes.

24 SPECIAL AGENT TEATOR: Okay. Knowing all
25 this, do you wish to go forward with counsel present?

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1 [REDACTED] Yes.

2 SPECIAL AGENT TEATOR: Okay. I want to
3 get some background information about you, and then
4 we'll go into your job title and responsibilities, and
5 then we'll move on from there, okay?

6 [REDACTED] Okay.

7 SPECIAL AGENT TEATOR: Can you give me
8 your date and place of birth, please?

9 [REDACTED]
10 [REDACTED]

11 SPECIAL AGENT TEATOR: And your social
12 security number?

13 [REDACTED] [REDACTED]

14 SPECIAL AGENT TEATOR: Your current home
15 address, please.

16 [REDACTED]
17 [REDACTED]

18 SPECIAL AGENT TEATOR: Where's that at,

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 SPECIAL AGENT TEATOR: Okay. [REDACTED]
23 Your home phone number, please.

24 [REDACTED] [REDACTED]

25 SPECIAL AGENT TEATOR: Have you ever

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1 served in the United States military?

2 [REDACTED] No.

3 SPECIAL AGENT TEATOR: Okay. Have you
4 attended college?

5 [REDACTED] Yes.

6 SPECIAL AGENT TEATOR: Which school?

7 [REDACTED] Several.

8 SPECIAL AGENT TEATOR: Okay. Do you have
9 a degree from any of them?

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 SPECIAL AGENT TEATOR: Which school?

15 [REDACTED]
16 [REDACTED]
17 SPECIAL AGENT TEATOR: Okay. And what's
18 your [REDACTED] degree in?

19 [REDACTED]
20 SPECIAL AGENT TEATOR: Okay. And you're
21 pursuing a [REDACTED] in which discipline?

22 [REDACTED]
23 SPECIAL AGENT TEATOR: Okay. At some
24 point, were you hired to work for PSEG?

25 [REDACTED]
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1 SPECIAL AGENT TEATOR: Okay. And what is
2 your current job title?

3 [REDACTED]
4 [REDACTED]
5 SPECIAL AGENT TEATOR: How long have you
6 held that position?

7 [REDACTED]: Since approximately April of
8 last year.

9 SPECIAL AGENT TEATOR: Since 4-03,
10 approximately.

11 [REDACTED]: Yes.

12 SPECIAL AGENT TEATOR: Okay. And prior to
13 that, what was your job?

14 [REDACTED]: I was [REDACTED]
15 [REDACTED] within the same department.

16 SPECIAL AGENT TEATOR: And how long were
17 you the [REDACTED] from what
18 dates, I guess, approximately?

19 [REDACTED]: Probably for the two years
20 prior to that, so from 2001 to 2003.

21 SPECIAL AGENT TEATOR: When in '01 do you
22 think you became the [REDACTED]

23 [REDACTED]: Probably in the February-March
24 time frame, maybe a couple months later.

25 SPECIAL AGENT TEATOR: Until when again?

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1 [REDACTED] Until I got the [REDACTED]
2 position in April 2003.

3 SPECIAL AGENT TEATOR: Okay. I'm not so
4 good with dates sometimes.

5 [REDACTED], Okay.

6 SPECIAL AGENT TEATOR: All right. As the
7 [REDACTED] can you give me your
8 general job description, what you did in that
9 capacity?

10 [REDACTED] Sure. I managed a staff of
11 about ten people who were responsible for the day-to-
12 day operation of the payroll function. That would be
13 processing deduction cards, W4 forms, managing the
14 production day activities including balancing special
15 payments and things of that nature.

16 SPECIAL AGENT TEATOR: Okay. How about
17 dealing with temporary living and allowances?

18 [REDACTED] Sure. My staff would process
19 gross-ups for temporary living if those temporary
20 living assignments were identified as being greater
21 than a year.

22 SPECIAL AGENT TEATOR: Okay. Let's talk
23 about do you know who Kim Harvin (phonetic) is?

24 [REDACTED] I know the name, and for a
25 time she was being processed a gross-up for temporary

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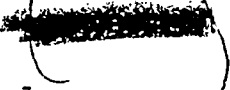
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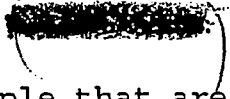
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1 living. That's how I know her.

2 SPECIAL AGENT TEATOR: Okay. I've seen
3 that term, gross-up. Sounds kind of gross to me. Can
4 you tell me -- in the accounting area, business
5 administration, what does that mean?

6  What it means is we want to
7 make you whole on your out-of-pocket, but in order to
8 do that, if it's a taxable situation, I have to give
9 you a little bit more money to cover your taxes. So,
10 for example, if you were out of pocket \$1,000 and I
11 know that your total tax liability on that \$1,000 is
12 going to be \$350, I'll give you around \$1,350, the
13 \$350 being the gross-up portion, so when I applied it
14 to your payroll record the system would take the \$350
15 as tax and leave you with the \$1,000 that you were
16 originally out of pocket.

17 SPECIAL AGENT TEATOR: Okay.

18  It's a way to do the best we
19 can for people that are on different assignments. We
20 want to make sure they're whole, but we also need to
21 obey the tax rules.

22 SPECIAL AGENT TEATOR: Just the term threw
23 me a little bit.

24  Okay.

25 SPECIAL AGENT TEATOR: Gross-up.

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1 [REDACTED] Better than gross out, right?

2 SPECIAL AGENT TEATOR: Right, I guess.

3 Right. Okay. Let's talk about Kim Harvin then.

4 [REDACTED] Okay.

5 SPECIAL AGENT TEATOR: At some point, was
6 your department tasked with determining living
7 expenses, temporary living allowance for Kim Harvin?

8 [REDACTED] We were never responsible for
9 determining living allowance.

10 SPECIAL AGENT TEATOR: Okay.

11 [REDACTED] We were notified that Kim was
12 receiving reimbursement for temporary living and that
13 that temporary living assignment had been determined
14 to go into a period that was greater than one year.
15 The IRS regs require us to begin taxing those
16 reimbursements at the point in time we are told that
17 it's going to be a greater than one year assignment.
18 So Accounts Payable would have originally been
19 reimbursing her via the trip expense process. The
20 minute that we learned it was temporary living greater
21 than a year they would forward those T&Es to my staff
22 who would perform the gross-up and apply it to the
23 payroll.

24 SPECIAL AGENT TEATOR: At what point did
25 your department learn that it was going to be longer

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1 than a year?

2 [REDACTED] I don't know the exact time
3 frame.

4 SPECIAL AGENT TEATOR: Can you give me an
5 approximate maybe?

6 [REDACTED] I don't even remember when she
7 started the temporary assignment or started submitting
8 her T&Es. It was sometime, I would think, prior to
9 2001. It was probably somewhere in the year 2000 we
10 started receiving them, I'm thinking. I'd have to go
11 back and double check the records.

12 SPECIAL AGENT TEATOR: At some point in
13 late 2001 a decision was made where Kim Harvin would
14 become one of [REDACTED] people. She'd be working
15 for him, not for Corporate HR anymore. She'd be
16 working down directly for [REDACTED] and the cost would be
17 switched down to [REDACTED] cost center to pay for that.
18 Were you part of any discussions surrounding that and
19 what impact that might have on her living expenses or
20 allowances?

21 [REDACTED] No. The Payroll Department is
22 never privy to decisions about who moves between
23 companies or why. We are issued documentation that
24 allows us to move that person in the system to a new
25 company or a new cost center. I know there had been

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1 discussions going back and forth about a method of
2 reimbursing her.

3 She had been, I think, on the phone with
4 a couple of people on my staff about is there a
5 comparable to her situation anywhere else in the
6 company, and if so what were we doing in that case.
7 And it was [REDACTED] and [REDACTED] (ph) that I
8 think were on the phone with her at the time and told
9 her that the only comparable at the time that we had
10 was the people who go down to INPO in Georgia. And
11 they're processed the same exact way.

12 I believe at that time also [REDACTED] did tell
13 her, though, that if there was an acceptable monthly
14 payment that would cover all her expenses, instead of
15 doing the T&E process that that was another option
16 open to her if we got approvals for that sort of
17 thing.

18 SPECIAL AGENT TEATOR: Okay. Which option
19 was taken, do you remember?

20 [REDACTED] At the time, I don't think --
21 we didn't hear of either option. All I know is that
22 she stopped submitting her T&Es. It was some time
23 later that I learned that [REDACTED] had agreed to give her
24 a weekly amount or a monthly amount.

25 SPECIAL AGENT TEATOR: Right. So when

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1 [REDACTED] made that -- agreed to give her a weekly or a
2 monthly amount, did that cause her to not have to
3 submit these T&Es anymore?

4 [REDACTED] Yes.

5 SPECIAL AGENT TEATOR: Okay. All right.
6 So we're in that time period now, wherever that might
7 be.

8 [REDACTED] Right.

9 SPECIAL AGENT TEATOR: Do you remember
10 when [REDACTED] came to that agreement?

11 [REDACTED] Well, I don't when he came to
12 the agreement. I did receive documentation well after
13 the fact that suggested the agreement started much
14 earlier than when I was notified.

15 SPECIAL AGENT TEATOR: Okay.

16 [REDACTED]: For example, the first memo I
17 got had nothing to do with 2001 payments. In the
18 middle of 2002, I received a memo authorizing \$550 a
19 week, and that was retroactive back to January 1 of
20 that year.

21 SPECIAL AGENT TEATOR: Right.

22 [REDACTED] So what I did was I gave her
23 a lump sum payment for the missed six months, and then
24 for every biweekly I paid her \$1,100 per
25 authorization.

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1 SPECIAL AGENT TEATOR: All right.

2 [REDACTED] It was after that memo that
3 something else surfaced that addressed 2001.

4 SPECIAL AGENT TEATOR: Right.

5 [REDACTED] And it ended up that
6 apparently she had approval for a monthly amount, and
7 it was in the \$1,400 range, and someone was making
8 entries in the system to pay her that during the first
9 six months, and then I believe that the parties that
10 were processing this moved on to other assignments; no
11 one had given her the last six months. When I became
12 aware of it, we processed the remainder monies that
13 she was due.

14 SPECIAL AGENT TEATOR: For the six months
15 in '01?

16 [REDACTED] Yes.

17 SPECIAL AGENT TEATOR: Okay.

18 [REDACTED] And that was in 2003 when she
19 finally got that money. That was the first we had
20 learned of it.

21 SPECIAL AGENT TEATOR: Okay. You talked
22 about a memo mentioning a \$550 weekly reimbursement.
23 Is that the memo that Mr. Keenan has in front of you
24 dated June 13, '02? Is that the memo you're referring
25 to?

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1 [REDACTED] Yes.

2 SPECIAL AGENT TEATOR: Okay. All right.
3 So this is -- these monies are being paid to Kim and
4 you get this June 13, 2002 memo and you start paying
5 her \$1,100 every two weeks, right?

6 [REDACTED] Yes.

7 SPECIAL AGENT TEATOR: At some point after
8 June 13, '02, were there questions raised regarding
9 expenses claimed by Kim Harvin that you're aware of?

10 [REDACTED] Not that I'm aware of.

11 SPECIAL AGENT TEATOR: Okay. Did you have
12 any further involvement at all in reviewing expenses
13 she was submitting for payment in addition to this
14 \$550 weekly?

15 [REDACTED] No. Once we stopped grossing
16 up her trip expenses we were out of the picture as far
17 as any review or any handling of her T&Es.

18 SPECIAL AGENT TEATOR: Okay. When did you
19 stop grossing up her expenses again?

20 [REDACTED] I think it was sometime in
21 2000.

22 SPECIAL AGENT TEATOR: Really? That long
23 ago?

24 [REDACTED] Yes.

25 SPECIAL AGENT TEATOR: Okay. Now, at any

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1 point were you part of discussions with [REDACTED] who
2 was asking questions about expenses submitted by Kim
3 Harvin?

4 [REDACTED]: I know she asked for the file
5 at one point. I don't remember at what point that --
6 well, actually, I do remember. When the 2003 memo
7 came in saying we had missed six months of payments
8 for 2001 --

9 SPECIAL AGENT TEATOR: Right.

10 [REDACTED] -- I asked for [REDACTED]
11 signature on the memo, because it was so late from
12 when the original authorization was made. I felt it
13 was important to have her approval, so I got her
14 signature on it and at that point was discussing those
15 payments with her, and she --

16 SPECIAL AGENT TEATOR: With who?

17 [REDACTED] With [REDACTED]

18 SPECIAL AGENT TEATOR: Okay.

19 [REDACTED] And I think it was at that
20 point she had gotten the file of T&Es.

21 SPECIAL AGENT TEATOR: What does T&E mean
22 again?

23 [REDACTED] Trip expense, travel and
24 expense.

25 SPECIAL AGENT TEATOR: Do you recall the

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1 reasons why [REDACTED] wanted those T&Es, did she say?

2 [REDACTED] No. She just generally
3 doesn't discuss that sort of thing with someone such
4 as myself.

5 SPECIAL AGENT TEATOR: Do you recall her
6 stating in your presence the reasons for why she
7 wanted those T&Es?

8 [REDACTED] No.

9 SPECIAL AGENT TEATOR: Okay. The memo
10 you're referring to -- can you go to that one, Jeff?
11 It's February 5, 2003. It's from ([REDACTED])
12 (phonetic) [REDACTED] Is that the one you're
13 referring to?

14 [REDACTED] Yes.

15 SPECIAL AGENT TEATOR: The memo reads, "As
16 we discussed today, ([REDACTED]) with concurrence
17 from ([REDACTED]), has agreed to authorize a payment
18 of temporary living expenses for Kim Harvin for the
19 period July 2001 through and inclusive of December
20 2001. The amount of reimbursement of taxable is
21 \$2,240 per month for a total of \$13,440 for the six-
22 month period. This amount is consistent with other
23 payments made to Ms. Harvin during the January to June
24 2001 period. As you indicated, this payment is
25 expected to be processed during the February 28

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1 payroll period."

2 The memo starts off, "As we discussed
3 today." Is that discussion occurring between you and

4 [REDACTED]
5 [REDACTED] Yes.

6 SPECIAL AGENT TEATOR: Okay. During that
7 discussion, did [REDACTED] make any statement to the
8 effect that Kim Harvin's position had been eliminated
9 down at Salem-Hope Creek?

10 [REDACTED] I don't recall.

11 SPECIAL AGENT TEATOR: Think back to what
12 was said during that conversation if you could.

13 [REDACTED] Well, I believe that -- my
14 recollection of the call was that we were trying to
15 determine if we had made all the payments to Kim that
16 we were supposed to make.

17 SPECIAL AGENT TEATOR: Okay.

18 [REDACTED] And it was kind of frustrating
19 at the time because we were hearing about these
20 payments well after the fact.

21 SPECIAL AGENT TEATOR: Or promises for
22 payments. She didn't get paid for some of it.

23 [REDACTED] Right.

24 SPECIAL AGENT TEATOR: Right? Okay. Go
25 ahead.

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1 (b) And finding out well after
2 that fact that we were supposed to be making payments
3 was obviously frustrating to me because we have a
4 reputation of making payments timely and accurately.
5 And to hear about this so far after the fact seemed
6 questionable to me. So I remember talking to (b)
7 about this is another Kim situation that surfaced, and
8 I'm sure we had a conversation surrounding whether or
9 not she actually should get the money or not. I mean
10 if it's this far after the fact, do we really need to
11 make these payments now?

12 SPECIAL AGENT TEATOR: Right. Did he make
13 any statement to you which caused you to believe that
14 Kim's employment had been terminated, was shortly
15 going to be terminated? Did he make any statement to
16 that effect?

17 (b) I don't recall him one way or
18 the other saying anything like that.

19 SPECIAL AGENT TEATOR: Okay. You
20 mentioned this being another kim situation surfaced.
21 What did you mean by that?

22 (b) Well, we had received the
23 notification here six months after she was due. If
24 you look at the original memo, the June 13 memo we
25 discussed for \$550 week --

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1 SPECIAL AGENT TEATOR: Yes.
2 [REDACTED] -- this was six months after
3 we should have begun payments, and it was payments to
4 be made for January 2002 through December 2002,
5 inclusive. Six months late making these payments,
6 gave her a lump sum payment, then every biweekly made
7 an \$1,100 payment to her through the end of December.
8 Then after that, all of a sudden, in February of 2003,
9 they're now talking about 2001.

10 SPECIAL AGENT TEATOR: Right.
11 [REDACTED] Just the timing of it, in my
12 mind, was what happened? How do you know it was
13 agreed to so far after the fact? It just seemed to me
14 to be unusual.

15 SPECIAL AGENT TEATOR: But [REDACTED]
16 [REDACTED], and [REDACTED] agreed that the
17 payments should be made as indicated on the February
18 5, 2003 memo.

19 [REDACTED] Right.

20 SPECIAL AGENT TEATOR: All right. Talk
21 about the conversation with [REDACTED] again, which is
22 discussed in the February 5, 2003 memo, as we
23 discussed today.

24 [REDACTED] Right.

25 SPECIAL AGENT TEATOR: Was there any

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1 discussion of payments from that point going forward
2 into 2003 for Kim Harvin?

3 [REDACTED] No.

4 SPECIAL AGENT TEATOR: Was there any
5 discussion that there would not be any such payments
6 for her in 2003 going forward?

7 [REDACTED] Not to my knowledge. I mean
8 there could have been. I could have said something
9 like --

10 SPECIAL AGENT TEATOR: "Are we going to
11 pay her this year too?"

12 [REDACTED] Yes.

13 SPECIAL AGENT TEATOR: That would be an
14 obvious question.

15 [REDACTED]: Just as a point of here we
16 are, we're going back to another year. I mean it
17 certainly could have been an exchange. Sounds like
18 something I would say.

19 SPECIAL AGENT TEATOR: It does. That's
20 why I asked that. In any of your discussions in early
21 2003 time period surrounding these temporary living
22 reimbursements to Kim, was there any statement made in
23 your presence regarding Kim's employment being
24 terminated? Anything at all?

25 [REDACTED] Not that I recall.

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1 SPECIAL AGENT TEATOR: Or any statement
2 made to the effect that she would not be getting these
3 living expenses in 2003, anything like that? Not just
4 during this one conversation we talked about with
5 [REDACTED] but --

6 [REDACTED] No. I wouldn't have -- I
7 don't think -- why would we have been talking about
8 2003 back in 2002 or even if we were talking about
9 2001. I don't think that we would have had a
10 conversation like that. I don't recall, anyway.

11 SPECIAL AGENT TEATOR: Okay. Well, let's
12 talk about 2003. Early '03, do you recall being part
13 of any such discussions surrounding Kim's payments
14 going forward or her employment going forward at that
15 point?

16 [REDACTED] No.

17 SPECIAL AGENT TEATOR: Jeff, you wanted to
18 ask something?

19 MR. KEENAN: No. I just -- I don't know.

20 [REDACTED] I just wanted to make sure to the best of
21 your recollection, whatever you remember on these
22 discussions would be helpful for the interview.

23 SPECIAL AGENT TEATOR: Okay. It's 12:05.

24 Let me take a very short break.

25 [REDACTED]: Okay.

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1 (Whereupon, the foregoing matter went off
2 the record at 12:05 p.m. and went back on
3 the record at 12:08 p.m.)

4 SPECIAL AGENT TEATOR: It's 12:08, we're
5 back on the record.

6 [REDACTED] would you normally be privy to
7 discussions or decisions on people's continuing
8 employment here at the Company?

9 [REDACTED]: No.

10 SPECIAL AGENT TEATOR: All right. At some
11 point, did you learn that Kim Harvin's position was
12 eliminated down at Salem-Hope Creek?

13 [REDACTED]: Yes.

14 SPECIAL AGENT TEATOR: Can you tell me
15 when you became aware of that?

16 [REDACTED] We would have been issued a
17 PCA, personnel change form --

18 SPECIAL AGENT TEATOR: Okay.

19 [REDACTED] -- indicating her final work
20 day.

21 SPECIAL AGENT TEATOR: All right.

22 [REDACTED]: And it would have been
23 processed by my staff, and we would have included any
24 accrued vacation payout as well as any separation
25 payments due, if appropriate.

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1 SPECIAL AGENT TEATOR: Okay. PCA. I
2 think I might have that. If not, I think we're
3 talking about something else. I'm just going to look
4 briefly for it.

5 MR. KEENAN: I'm not sure, Jeff.

6 SPECIAL AGENT TEATOR: I'm going to leave
7 the tape on, because this isn't going to take very
8 long. [REDACTED] bear with me, please. This won't take
9 real long.

10 (Pause.)

11 SPECIAL AGENT TEATOR: Well, I thought I
12 could lay my hands on it, but I'm finding that I
13 can't. But you've described what a PCA is, and that
14 would be a document generated for anybody whose
15 employment is terminated; is that correct?

16 [REDACTED]: Yes. That's also the vehicle
17 for other type changes, including changes in position,
18 equity increases, any number of master data changes.

19 SPECIAL AGENT TEATOR: Okay.

20 [REDACTED]: Employee life event changes.

21 SPECIAL AGENT TEATOR: All right. But did
22 you learn why her position was eliminated?

23 [REDACTED]: No.

24 SPECIAL AGENT TEATOR: No. All right.

25 Did you have any follow-up discussions with [REDACTED]

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1 or anyone down there at the site on why her position
2 was eliminated?

3 [REDACTED] No.

4 SPECIAL AGENT TEATOR: Okay. Kim Harvin
5 is notified in late February '03 that her position is
6 going to be eliminated. She's given the 45-day
7 letter, okay? That happened, it occurred, it's a
8 fact. But at some point a decision was made to
9 accelerate her departure from the site. She would
10 continue to get paid for the 45 days, but her actual
11 work at the site would not last 45 days. A decision
12 was made to do that. Do you have any information on
13 why the decision was made or who made it?

14 [REDACTED] No, but that's not uncommon,
15 I think, if you have somebody who's going to be
16 leaving.

17 SPECIAL AGENT TEATOR: What's your basis
18 for saying that's not uncommon?

19 [REDACTED] I think that I've encountered
20 that situation over the years here where people's jobs
21 might be for whatever reason phased out, reorged out,
22 services no longer necessary for one reason or
23 another, and they have an opportunity to post or bid
24 for other positions. They can do so from home rather
25 than being in the office where it might be awkward.

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1 SPECIAL AGENT TEATOR: Right. Okay. At
2 any point were you made aware that Kim Harvin had
3 raised any type of safety concerns down there at
4 Salem-Hope Creek?

5 [REDACTED] Only through a recent article
6 that was issued in the paper just this past month or
7 two.

8 SPECIAL AGENT TEATOR: Okay. In the
9 newspaper?

10 [REDACTED] Yes. Yes. Someone had
11 brought it to a staff meeting we had.

12 SPECIAL AGENT TEATOR: Do you know why
13 that person brought it to the staff meeting?

14 [REDACTED] Just because it had Kim's name
15 on it, and that was actually the [REDACTED]
16 [REDACTED] that was receiving her trip expenses prior to
17 -- well, all the trip expenses she had been
18 submitting, and he remembered her name.

19 SPECIAL AGENT TEATOR: All right. And
20 what's the name of that gentleman?

21 [REDACTED]
22 SPECIAL AGENT TEATOR: Okay. Did he say
23 anything regarding what was in the article, and did he
24 provide any type of information regarding what was in
25 the article or his thoughts or beliefs on whether

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1 information in the article was true or not?

2 ~~REDACTED~~ No. I think it was just,
3 "Look, isn't this the person that used to be our
4 employee?" That was kind of the nature of the
5 example, or the conversation.

6 SPECIAL AGENT TEATOR: Okay. It's 12:13.
7 I believe I'm just about finished. I'm going to look
8 over my notes one more time, and then we're going to
9 finish up. I believe we're very close to being done.

10 ~~REDACTED~~ Okay.

11 (Whereupon, the foregoing matter went off
12 the record at 12:13 p.m. and went back on
13 the record at 12:18 p.m.)

14 SPECIAL AGENT TEATOR: Okay. It's 12:18
15 in the afternoon. ~~REDACTED~~ I don't have any further
16 questions, but during a discussion we had off the
17 record, we had some discussion about this PCA, and
18 you've agreed to go up to your office and get the copy
19 of the PCA and an email which is attached to it. And
20 you're going to bring that back down, and if I have
21 any questions for on that, I'll ask them at that
22 point.

23 But right now I don't have any further
24 questions I need to ask you today. Is there something
25 you want to add for the record, ~~REDACTED~~ or, Jeff, is

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1 there something you want to go over with your client?

2 MR. KEENAN: No, nothing further.

3 SPECIAL AGENT TEATOR: [REDACTED]

4 [REDACTED]: No.

5 SPECIAL AGENT TEATOR: Okay. As of right
6 now, it's 12:19, this interview is concluded. Thank
7 you.

8 [REDACTED] Thank you.

9 (Whereupon, at 12:19 p.m., the Interview
10 of [REDACTED] was concluded.)
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