United States Department of Energy
Office of Hearings and Appeals

In the Matter of:	Addam Pack	)		
		)		
Filing Date:	November 5, 2025	)	Case No.:	WBH-25-0004
		)		
		)		

Issued: August 28, 2026

Supplemental Decision and Order

This Supplemental Decision and Order concerns a whistleblower complaint filed by Addam Pack (Complainant) against Kiewit Nuclear Solutions (KNS or Respondent), his former employer, under the Department of Energy's (DOE) Contractor Employee Protection regulations found at 10 C.F.R. Part 708.

I. BACKGROUND

KNS is a subcontractor for Fluor Marine Propulsion, LLC, the Management and Operating Contractor for DOE's Naval Nuclear Laboratory. In an Initial Agency Decision (IAD) dated May 8, 2026, I determined that KNS had retaliated against Complainant for engaging in protected activity. For this reason, I found that Complainant was entitled to relief. To determine the appropriate relief, I ordered limited discovery followed by briefing from both parties on the appropriate types and amounts of remedies.

Complainant submitted a brief on back pay and expenses and a brief on whether front pay or reinstatement should be ordered. Complainant's Brief on Reinstatement/Front Pay (C. Reinstatement Brief) (May 22, 2026); Response to Initial Agency Decision Provision 2 (May 22, 2026). He included a report from an economist regarding back pay and front pay calculations. Complainant submitted a supplemental update for each of those briefs and the economist's report. Complainant's Supplemental Brief on Reinstatement/Front Pay (C. Supp Reinstatement Brief) (June 18, 2026); Supplemental Response to Initial Agency Decision Provision 2 (C. Supp. IAD Provision 2 Brief) (June 18, 2026). Respondent submitted a brief addressing back pay, expenses, and the issue of front pay versus reinstatement. Respondent Consolidated Brief (R. Consolidated Brief) (July 10, 2026).

The DOE Contractor Employee Protection Program regulations, 10 C.F.R. Part 708, set forth the remedies available in these proceedings:

(a) ***General remedies.*** If the initial or final agency decision determines that an act of retaliation has occurred, it may order:

(1) Reinstatement;
(2) Transfer preference;
(3) Back pay;
(4) Reimbursement of the complainant's reasonable costs and expenses, including attorney and expert-witness fees reasonably incurred to prepare for and participate in proceedings leading to the initial or final agency decision; or
(5) Such other remedies as are deemed necessary to abate the violation and provide the complainant with relief.

10 C.F.R. § 708.36(a). OHA has long held that the goal of Part 708's remedies is to "restore employees to the position that they would have occupied but for the retaliation." *Denise Hunter*, OHA Case No. WBX-12-0004 at 2 (Nov. 19, 2013), *available at* https://www.energy.gov/oha/articles/wbx-12-0004-matter-denise-hunter.

II. ANALYSIS

Complainant requests a total of $223,706 in economic damages plus $9,278.86 in attorney fees and expert costs. Respondent argues that Complainant should be awarded $0 or, in the alternative, be awarded back pay only in an amount no greater than $47,090.

A. Reinstatement and Front Pay

Complainant argues that reinstatement is inappropriate because many of the managers who participated in the retaliation remain in their positions, the financial motivation that led to the retaliation remains, and accepting reinstatement would require him to leave stable employment. C. Reinstatement Brief at 2–3. He therefore, as an alternative to reinstatement, requests front pay beginning the day after issuance of the IAD and continuing through the end of his projected work-life expectancy or 21.32 years. *Id.* at 4. Complainant requests $115,395 in front pay. *Id.* at 4, 6.

Respondent opposes Complainant's request for front pay, arguing it would constitute a windfall for Complainant and that Complainant has received more compensation from his new employer than he would have from KNS. R. Consolidated Brief at 12–13. Respondent argues that reinstatement is the preferred remedy. *Id.* at 13.

In August 2025, four months after his April 2025 termination from KNS, Complainant found new employment in his field, at which he still works. C. Supp Reinstatement Brief at 3. Complainant argues that reinstatement is not acceptable because "[c]ompelling Mr. Pack to abandon stable, ongoing employment to return to Kiewit would not serve the make-whole purpose of Part 708 and would expose him to the risks that the statute exists to prevent." *Id.* at 3.

Complainant cites to *Roush v. KFC Nat'l Management Co.*, in which a court considered appropriate remedies in a claim under the Age Discrimination in Employment Act, to show that reinstatement has been found inappropriate where a complainant has found other work. 10 F.3d 392, 398 (6th Cir. 1993) (citing *Henry v. Lennox Industries, Inc.*, 768 F.2d 746, 753 (6th Cir.

1985)). However, as was discussed at length in the IAD, OHA's Part 708 jurisprudence controls in these cases. IAD at 18–20. OHA has consistently favored reinstatement as a preferred remedy for retaliation. *Compare Sue Rice Gossett*, OHA Case No. VBH-0062, 2002 EOHA LEXIS 21, *3 ("Since I have found that Gossett's termination was a retaliatory act on the part of SEC, it is clear that reinstatement is an appropriate remedy.") *and Am-Pro Protective Services*, 1996 EOHA LEXIS 70, *27 (1997) ("[R]einstatement is an appropriate remedy for a termination.") *and Daniel L. Holsinger, K-Ray Security, Inc.*. OHA Case No. VWC-0001, VWC-0002 (Deputy Secretary Statement on Petition for Review), 2000 EOHA LEXIS 21 (finding reinstatement appropriate to make complainant whole despite the M&O contract changing to a different contractor that did not participate in the retaliation, the existence of other employees already working in the same position, and concerns about morale among other employees) *with Bernard Cowan*, OHA Case No. VBA-0061, 2003 EOHA LEXIS 20, *24 (citing *Robert Burd*, OHA Case No. VBA-0060, 28 DOE P 87,025, 2002 EOHA LEXIS 17, to support the argument that reinstatement is not appropriate because complainant did not come to litigation with "clean hands"). OHA has previously noted, in whistleblower cases brought under statutory programs for contractor whistleblowers, that "reinstatement has the benefit of returning an employee to the position the employee would have been in had the retaliation not occurred, and reinstatement is a visible sign to the workforce that retaliation will be redressed." *Sandra Black*, OHA Case No. WBR-17-0001 at 16 (Feb. 23, 2017) (available at https://www.energy.gov/oha/articles/wbr-17-0001-matter-sandra-c-black).[1] That logic holds here as well.

An award of decades of front pay, as Complainant requests, is unnecessary where reinstatement remains available and the record does not establish that reinstatement is impracticable. Complainant speaks of being forced to leave stable employment to return to an environment in which those who retaliated against him retain their positions. The record does not establish that reinstatement is infeasible or that renewed retaliation is sufficiently likely to make reinstatement inappropriate. Moreover, Complainant is free to refuse an offer of reinstatement. *See Am-Pro Protective Services*, 1996 EOHA LEXIS 70, *27 ("If Mr. Stutts decides not to accept reinstatement, he is free to decline that aspect of the relief."). It is his choice whether to accept the prospective relief offered him. The offer of reinstatement obviates the need to consider whether front pay would be an appropriate alternative and, therefore, I do not order front pay.

B. Back Pay

Complainant seeks back pay based on the compensation he contends he would have received from KNS following his termination, including his regular salary, employer retirement contributions, and a $250 weekly travel allowance. *See* C. Supp. IAD Provision 2 Brief at 9–16. Complainant requests $108,311 in back pay. *Id.* at 4, 6. Respondent argues that Complainant has not established that he suffered compensable damages as a result of KNS's retaliatory termination and disputes the amount of back pay claimed. R. Consolidated Brief at 4–5. Respondent argues that Complainant is not entitled to back pay, but if he is awarded back pay, it should be no more than

[1] Part 708 jurisprudence is not bound by decisions in cases brought under other regulatory or statutory programs, but, as the remedies at issue are equitable in nature and the types of plaintiffs and injuries in cases brought under 41 U.S.C. § 4712 cases are substantially similar to those in Part 708, the rationale in *Sandra Black*, OHA Case No. WBR-17-0001, a contractor whistleblower case brought under 41 U.S.C. § 4712, is persuasive.

$47,090 representing Complainant's KNS salary for the weeks in which Complainant was unemployed, April 4–August 6, 2025. R. Consolidated Brief 4–6, 8–11.

Complainant supported his claimed damages with an economist's report and calculations. C. Supp. IAD Provision 2 Brief at 9–16. Respondent subsequently submitted earnings statements and other compensation records that Complainant had produced in discovery, including records from KNS and Complainant's current employer, which Respondent contends bear on the amount of any back pay award and applicable offsets. *See* R. Consolidated Brief. Exhibits (Exs.) A–B.

Complainant's weekly salary at KNS was $2,770 for forty hours of work plus a 6% employer 401(k) match of $166.20, for a total of $2,936.20 weekly or $73.405 hourly, which is the number I use to calculate his KNS earnings.[2] Complainant Earnings Statement April 2, 2025 (rec. July 10, 2026). Complainant's May 2026 Earnings Statement indicated $5,600 paid for eighty hours of regular work plus a 4% employer 401(k) match of $285.60.[3] Complainant Earnings Statement May 1, 2026 (rec. July 10, 2026). However, Complainant's current position offers significant incentive payments regularly. Offer Letter from New Employer at 1. The May 1, 2026, earnings statement reflected Year-to-Date gross earnings of $57,178,[4] representing an average of $3,363.41 per week for approximately seventeen weeks of compensated employment and indicating that Complainant received incentive pay regularly enough or in large enough amounts for it to add considerably to his income. Complainant Earnings Statement May 1, 2026.

Complainant is entitled to back pay because, but for his retaliatory termination by KNS, he would have been receiving regular paychecks. Respondent argues that Complainant has not proven that he suffered damages as a result of KNS's actions, but as KNS did not continue paying Complainant after terminating his employment in retaliation for his making protected disclosures, Complainant did not receive money he would have received had the retaliatory personnel action not occurred.

Complainant is not entitled, however, to compensation that would put him in a better position than he would have been in but for his termination. It is appropriate to offset his back pay by the amount of his income from his current employment. The economist's report submitted by Complainant appears to have taken his last regular paycheck and extrapolated what 75% of one year at that salary would have been, then calculated back pay on that basis. This calculation was part of the larger spreadsheet calculating front pay, so it could be reasonable to use the estimated numbers for that exercise. However, since I am not considering an award of front pay, the damages for back pay are defined rather than speculative and do not require the complex equations that the economist

[2] Complainant's final check, paid on April 9, 2025, included a vacation payout. Complainant's Earnings Statement April 9, 2025 (rec. May 22,2026). The second to last check, paid April 2, 2025, is a more accurate representation of Complainant's compensation.

[3] The 4% match amount was for the total gross amount on the check of $7,140.00, which included $1,540.00 of incentive pay for 22 hours worked in addition to Complainant's regular 80-hour work schedule for the pay period. Complainant Earnings Statement May 1, 2026.

[4] Inclusive of the employer 401(k) match.

used in his spreadsheet. Complainant's pay from KNS did not vary from week to week, so I have calculated the amounts using those actual numbers instead of extrapolation.

As an initial matter, Complainant's back pay calculations included a $250.00 per week travel allowance, which was part of his benefit package from KNS. Complainant has not briefed why he would be made whole by receiving compensation for this benefit. Presumably, this amount would have been spent on travel, not retained as income, and Complainant did not travel in relation to work at KNS after his termination. *See Denise Hunter*, OHA Case No. WBX-12-0004 at 4 (disallowing inclusion of a flat rate monthly cell phone stipend in a damages award because the complainant did not use her phone for work-related purposes after termination.). Accordingly, I do not include the travel allowance in Complainant's damages.

Complainant argues that he faces increased health insurance costs at his new employer. However, he has not submitted evidence showing that he enrolled in a plan with similar benefits to the plan he was enrolled in while employed at KNS. Without that evidence, I cannot evaluate whether the increased healthcare costs are properly considered in the back pay award, or are instead the product of Complainant selecting more comprehensive health insurance at a commensurately greater cost, and, therefore, I do not include them.

Complainant was paid weekly at KNS, so I calculate the offset weekly and find that his current employment pays him more than he earned at KNS. Complainant's entitlement to weekly back pay is fully offset by his weekly earnings as of his first full paycheck with his new employer. I calculate each week's offset individually,[5] rather than deducting a lump sum, because a lump sum offset would significantly affect the pre-judgment interest accrual. OHA has used similar methods before, specifically noting that even if the calculation was less precise, it was less harsh to the complainant while "still respect[ing] to some degree ordinary cashflow principles." *Janet Westbrook*, OHA Case No. VBX-0059, 2002 EOHA LEXIS 25, *4 n.3 (Oct. 3, 2002). Accordingly, I order back pay for Complainant's salary and employer 401(k) match from KNS for the twenty weekly KNS payments that would have been made from April 16, 2025, through August 27, 2025,[6] and not for any weeks after Complainant began receiving full checks from his new employer. The total amount of back pay prior to any interest calculation is $58,136.76 – 392 hours of work at Complainant's hourly rate of pay.

Consistent with OHA precedent, I calculate interest using the methodology set forth in 5 C.F.R. § 550.806 for federal back pay awards. *Denise Hunter*, OHA Case No. WBX-12-0004 at 4–5. Under that methodology, interest begins to accrue on the date each payment ordinarily would have been

[5] Complainant provided only two earnings statements from his new employer. Faced with a dearth of actual amounts to use for offsets, I fall back to the average weekly amount indicated by the most recent earnings statement.

[6] The offer letter for Complainant's new job stated that he would be paid bi-weekly one week in arrears. R. Consolidated Brief Ex. B at 1. The May 1, 2026, earnings statement covered the two-week pay period ending on Sunday, April 19, 2026. It appears that Complainant is currently paid twelve days after his pay period ends. Complainant disclosed that he worked one eight-hour shift in the pay period ending on August 10, 2025, and worked full-time thereafter. Complainant Discovery Responses at 3 (C. Discovery) (May 22, 2026). Therefore, I calculated Complainant's final KNS back pay payment at a rate of thirty-two hours, rather than forty. Complainant's first full paycheck, for the period of August 11–24, 2025, would have been paid on September 5, 2025. KNS's paychecks were disbursed weekly on Wednesdays, and the final Wednesday before the week of Complainant's first full paycheck at his current job would have been August 27, 2025. *See* R. Consolidated Brief Ex. A.

received. 5 C.F.R. § 550.806(a)(1). The applicable annual interest rate is the rate established by the Secretary of the Treasury as the overpayment rate under 26 U.S.C. § 6621(a)(1), and interest is compounded daily by dividing the applicable annual rate by 365, or 366 in a leap year. 5 C.F.R. § 550.806(d)–(e). Interest accrual ends on a date selected no more than 30 days before payment of the back pay interest award. *Id.* § 550.806(a)(2).

The back pay consists of twenty separate checks that would have been paid on different dates. Because each check became due on a different date, I calculated interest on each check separately. For each check, I counted the number of days from the date the check was due through the calculation date. Interest was compounded daily using the applicable annual rate for each period: 7% except from April 1 through June 30, 2026, when the rate was 6%. For each day, the annual rate was divided by 365 and applied to the unpaid amount, including interest that had accrued through the prior day. I calculated each check separately based on the number of days it remained unpaid and then subtracted the original check amount so that accrued interest was stated separately from principal.

The resulting interest amounts were rounded to the nearest cent for each check. I then added the twenty original check amounts, which total $58,136.76, and separately added the accrued interest on those checks, which totals $4,880.03. Adding those two amounts produces a total back pay award of $63,016.79. Accordingly, I award back pay in the amount of $63,016.79 to be paid within 30 days of this Supplemental Decision and Order's issue.[7] A table of calculations is appended to this Supplemental Decision and Order.

C. Attorney Fees and Reasonable Costs

Complainant requests a total of $9,278.86 in attorney fees and expert-witness fees. C. Supp. IAD Provision 2 Brief at 4, n.1. Respondent objects, stating that the fee charged by Complainant's counsel is unreasonable and challenging the economist's qualifications as an expert. As discussed below, I find that the attorney fees, and some of the economist's fees, charged were reasonable.

In the IAD, I ordered Complainant to submit a report "containing a detailed calculation of and support for his claim for back pay, as well as any other claims for costs and expenses associated with his termination and this proceeding." IAD at 26. I also ordered briefing on whether and to what extent front pay is appropriate. Complainant retained the economist to further his compliance with my order. Therefore, I find that the economist's fees were a reasonable cost of litigation, with one caveat. The economist prepared a second report after Complainant received Respondent's discovery responses, and he charged for that report separately in the amount of $406.25. C. Supp. IAD Provision 2 Brief at 70 (June 18, 2026). The deadline for Complainant's briefing was fifteen days after discovery responses were due. Order Granting In Part Motion for Extension, OHA Case No. WBH-25-0004 at 1 (May 22, 2026). Respondent argues that it is unreasonable to charge twice rather than wait for discovery responses before submitting a report. R. Consolidated Brief at 17–18. I agree. Accordingly, analysis of reimbursement for the economist's fee will be limited to those incurred in preparation of the initial report.

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[7] Interest shall accrue through a date no more than 30 days before payment. 5 C.F.R. § 550.806(a)(2).

1. Attorney Fees

Complainant argues that his attorney's requested rates are "consistent with the usual and prevailing rates within the venue" and reflect the market rate for competent counsel performing comparable work. C. Supp. IAD Provision 2 Brief at 5. In support of the requested rate, he relies in part on *Vaughn v. Parkwest Medical Center*, in which the Eastern District of Tennessee found an hourly rate of $290 reasonable. *Id.*; *Vaughn v. Parkwest Med. Ctr.*, 2019 U.S. Dist. LEXIS 47185, *24–25 (E.D. Tenn. 2019).

Respondent argues that Complainant should not recover attorney fees because he retained counsel only for the damages phase of this proceeding and because, Respondent asserts, the work done by Complainant's attorney largely duplicates the contents of the economist's report, thereby providing no added value to the case. R. Consolidated Brief at 18.

Complainant requests reimbursement for attorney fees in the amount of $6,922.61. C. Supp. IAD Provision 2 Brief at 4. In support of his request, Complainant submitted a fee statement from his attorney. *Id.* at 72–78. The fee statement lists a rate of $295 per hour for Complainant's attorney and $105 per hour for the attorney's support staff. *Id.* at 76. It lists twenty-three hours billed by the attorney and one and three tenths hours billed by the support staff. The fee statement also includes $1.11 in postage fees.[8] *Id.* at 72, 75.

Respondent argues that Complainant should not be awarded any attorney's fees because he was only represented at the remedies stage of litigation. R. Consolidated Brief at 18. However, Part 708 allows for reimbursement of attorney's fees "reasonably incurred to prepare for and participate in proceedings leading to the initial or final agency decision." 10 C.F.R. § 708.36(a)(4). This Supplemental Decision and Order is a part of the IAD, and, therefore, fees reasonably incurred preparing for and participating in this proceeding, including via written briefs, are eligible for reimbursement. The plain language of the regulation does not contemplate a "value added" requirement and, while such an analysis may be helpful in determining the reasonability of an attorney's hourly rate, it is not required for attorney fees to be allowed. Respondent's arguments would have OHA evaluate the quality of an attorney's work product—such as whether a brief was written with sufficiently creative wording to satisfy an opposing party's standards for adding value. This is not an efficient or prudent use of judicial resources, and Part 708 is clear enough on this issue that there is no reason to read a "value added" test into it. Accordingly, I find that reimbursement of fees for Complainant's attorney is appropriate in this case.

OHA has previously used the "lodestar" approach, described by the U.S. Supreme Court in *Blanchard v. Bergeron*, 489 U.S. 87 (1989), to determining attorney fees. *Denise Hunter*, OHA Case No. WBX-12-0004 at 5. The lodestar "looks to 'the prevailing market rates in the relevant community.' . . . Developed after the practice of hourly billing had become widespread, . . . the lodestar method produces an award that *roughly* approximates the fee that the prevailing attorney would have received if he or she had been representing a paying client who was billed by the hour in a comparable case." *Perdue v. Kenny A.*, 559 U.S. 542, 551 (2010) (emphasis in original) (internal citations omitted) (quoting *Blum* v. *Stenson*, 465 U.S. 886, 895 (1984)). This

[8] The fee statement also includes charges for the economist's report, which are not included in the attorney fees calculation. C. Supp. IAD Provision 2 Brief at 72.

methodology uses "the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate" as the "starting point for determining the amount of a reasonable fee." *Denise Hunter*, OHA Case No. WBX-12-0004 at 5–6 (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983)). Having reviewed the fee statement and the submissions by Complainant's attorney in this case, I find that the hours billed are appropriate for the limited scope of the attorney's involvement in this matter. I examine now whether $295 and $105 are reasonable hourly rates for an attorney and support staff, respectively, in Tennessee[9] in 2026.

Complainant argues that his attorney's rates are "consistent with the usual and prevailing rates within the venue, and they represent the market rate for competent lawyers to represent similar clients and cases." C. Supp. IAD Provision 2 Brief at 5. In support of his argument he cites a case from the Eastern District of Tennessee in which "an hourly rate of $290 [reduced from a requested $325] was reasonable." *Id.* (citing *Vaughn* , 2019 U.S. Dist. LEXIS 47185, *24–25). In that case, the court based its determination of reasonableness largely on fees awarded in recent cases in its jurisdiction, examining the skills, involvement, and experience of the attorneys who tried those cases and comparing them to the attorney at issue.

When determining a reasonable attorney fee, a court may rely on "a party's submissions, awards in analogous cases, state bar association guidelines, and its own knowledge and experience in handling similar fee requests." *Waldo v. Consumers Energy Co.*, 726 F.3d 802, 821–22 (6th Cir. 2013) (citing *Dowling v. Litton Loan Servicing LP*, 320 F. App'x 442, 447 (6th Cir. 2009) ("(affirming a district court's calculation of a reasonable hourly rate based on the court's 'knowledge of local billing practices' and counsel's customary billing rates)"). In a 2002 Part 708 case, OHA ordered reimbursement of fees at a rate of $200 per hour for a Tennessee attorney with five years of practice experience. *Janet L. Westbrook*, 2002 EOHA LEXIS 25, *8. In *Denise Hunter*, decided in 2013, OHA ordered reimbursement of fees at rates of $270, $335, and $495 for attorneys at a Chicago-area firm with experience of one year, seven years, and eighteen years of practice respectively. *Denise Hunter*, OHA Case No. WBX-12-0004 at 8. While Chicago is likely a more expensive market than Tennessee generally, we awarded $270 to an attorney who was not lead counsel and had significantly less experience than Complainant's attorney.

I find that $295 per hour for a lead attorney with five years of experience in the field is within the range of what OHA considers a reasonable rate. While the rate for support staff in OHA's previous cases was not disclosed, current data suggests that $105 per hour is less than the $156 per hour average rate for non-lawyer billing rates in Tennessee. *See, e.g.*, *How much should I charge as a lawyer in Tennessee (2026)*, Clio (March 2026), *available at* https://www.clio.com/resources/legal-trends/compare-lawyer-rates/tn/. Accordingly, I find that Complainant has reasonably incurred legal costs of $6,922.61 in pursuit of this litigation and order reimbursement by Respondent in that amount.

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[9] Complainant's attorney's practice is located in Knoxville, TN. C. Supp. IAD Provision 2 Brief at 72. The attorney's website states that he has been practicing employment law since 2021 and founded his current practice in 2024. *Who We Are*, East Tennessee Employment Law (last visited August 13, 2026), *available at* https://etnemploymentlaw.com/who-we-are/.

2. Economist's Fees

Complainant seeks reimbursement for the cost of retaining an economist to prepare his damages calculations. C. Supp. IAD Provision 2 Brief at 4–5. The economist's fee statement reflects six hours of work at $325 per hour for his initial report, totaling $1,950, as well as an additional $406.25 charged for a subsequent report prepared after receipt of Respondent's discovery responses. *Id.* at 70.

Respondent challenges the economist's qualifications because the report contained several mentions of case law to support the use of certain methodologies and calculations, despite the economist not demonstrating any legal qualifications. R. Consolidated Brief at 5–8. Respondent also argues that it was unreasonable for Complainant to incur an additional charge for a second report rather than waiting for Respondent's discovery responses before the economist completed his analysis. *Id.* at 17–18.

In a 2017 whistleblower protection case, OHA awarded a fee of $5,243.00 for an economic consultant's report. *Sandra Black*, OHA Case No. WBR-17-0001 at 18. While that case's details differ from those in this case and the fee for the consultant's report was not contested, it demonstrates that OHA has found economic consultant fees reasonable in the past when deciding damages for whistleblower complaints. *Id.*

Part 708 expressly authorizes reimbursement of a complainant's reasonable expert witness fees. 10 C.F.R. § 708.36(a)(4). The economist offered as an expert in the instant case has provided testimony for depositions, trials, and mediations well over 100 times from 2018 to 2026. C. Supp. IAD Provision 2 Brief at 21–56. He has been published over fifty times since 2001 in scholarly journals; his articles concern a range of topics within the scope of damages calculations for employment termination cases.[10] C. Supp. IAD Provision 2 Brief at 56–61. I find that his curriculum vitae demonstrates expertise in calculating damages in cases where an employee was unlawfully separated from his employment, and I accept his qualifications as an expert in this field. The economist cited several legal precedents to explain why he was using certain methodologies, but did not provide legal analysis. Indeed, I find it helpful to know why a methodology was chosen, and relevant court precedent can be a compelling reason. The law binds us all, not just attorneys, so it cannot be that a mere mention of a court precedent constitutes work conducted outside of the economist's expertise.

Complainant requests $2,356.25 in expert-witness fees for the economist's work. C. Supp. IAD Provision 2 Brief at 4. The economist's fee statement lists, in relevant part, six hours of work performed at $325 per hour for a total of $1,950.00. C. Supp. IAD Provision 2 Brief at 70. His report describes in detail how he reached the sums in his compensation calculations. C. Supp. IAD Provision 2 Brief at 9–16. I find the economist's rate and the time he spent on his initial report to

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[10] Recent relevant publications include *The Probability of Staying with an Employer*, Journal of Legal Economics (2024); *Calculating Economic Losses in Employment Termination Cases in Tennessee*, Tennessee Bar Journal (2015); *Discounting Future Losses to Present Value in Employment Termination Cases*, Connect–Tennessee Bar Assoc. Labor and Employment Section (2017); *How Economists Calculate Losses from Lost Earnings in 10th Circuit Employment Termination Cases*, Oklahoma Bar Journal (2020); and *Employment Termination: Computing Economic Losses*, Wisconsin Lawyer (2020). C. Supp. IAD Provision 2 Brief at 56–61.

be reasonable. I, therefore, find that Complainant has incurred $1,950.00 in reasonable litigation costs beyond his costs for legal services and order that he be reimbursed in that amount.

3. Pro Se Litigation Costs

In his supplemental briefing, Complainant states "Reasonable costs incurred while Mr. Pack prosecuted this matter pro se prior to retaining counsel will be documented as directed," under his costs and expenses, but does not identify such costs, include documentation for them, or request reimbursement for them. Accordingly, I award no compensation for Complainant's *pro se* litigation costs.

III. ORDER

It Is Therefore Ordered That:

(1) The Claim for Relief filed by Addam Pack under 10 C.F.R. Part 708 is hereby granted as set forth below, and denied in all other respects.

(2) Kiewit Nuclear Solutions shall, within 30 days of the date of this Supplemental Decision and Order, offer Addam Pack reinstatement to his former position at Kiewit Nuclear Solutions, or to a substantially equivalent position, with the same or substantially equivalent duties, rate of pay, benefits, seniority, work schedule, and other terms and conditions of employment that he would have enjoyed absent the unlawful personnel action. The offer shall be made in writing and shall provide Addam Pack a reasonable period in which to accept. If Addam Pack accepts the offer, Respondent shall reinstate him promptly and shall restore any seniority, leave accrual, retirement eligibility, and other employment benefits that would have accrued but for his separation, to the extent necessary to place him in the position he would have occupied absent the unlawful action.

(3) Within thirty (30) days of this Supplemental Decision and Order, Kiewit Nuclear Solutions shall pay Addam Pack the following amounts as restitution for actions taken against him in violation of 10 C.F.R. Part 708:

    (a) $58,136.76 for back pay for the twenty weekly Kiewit Nuclear Solutions payments that would have been made from April 16, 2025, through August 27, 2025;

    (b) $4,880.03 for interest accrued on the above back pay award;

    (c) $6,922.61 for attorney fees for services rendered by East Tennessee Employment Law in this matter;

    (d) $1,950.00 for costs incurred in procuring an economic report for submission in this matter.

(4) This Supplemental Decision and Order shall be considered a part of the Initial Agency Decision that was issued in this matter on May 8, 2026, and together they shall become the final decision of the Department of Energy unless, within 15 days of its receipt of this

Supplemental Decision and Order, a party files a Notice of Appeal with the Director of the Office of Hearings and Appeals, requesting review of the Initial Agency Decision.

Kristin L. Martin
Administrative Judge
Office of Hearings and Appeals

Appendix A

Disbursal	Check Date	Check Amount	Days to Cutoff	Interest Accrued	Total
1	16-Apr	$ 2,936.20	499	$ 286.80	$ 3,223.00
2	23-Apr	$ 2,936.20	492	$ 282.48	$ 3,218.68
3	30-Apr	$ 2,936.20	485	$ 278.16	$ 3,214.36
4	7-May	$ 2,936.20	478	$ 273.85	$ 3,210.05
5	14-May	$ 2,936.20	471	$ 269.54	$ 3,205.74
6	21-May	$ 2,936.20	464	$ 265.24	$ 3,201.44
7	28-May	$ 2,936.20	457	$ 260.95	$ 3,197.15
8	4-Jun	$ 2,936.20	450	$ 256.66	$ 3,192.86
9	11-Jun	$ 2,936.20	443	$ 252.38	$ 3,188.58
10	18-Jun	$ 2,936.20	436	$ 248.10	$ 3,184.30
11	25-Jun	$ 2,936.20	429	$ 243.83	$ 3,180.03
12	2-Jul	$ 2,936.20	422	$ 239.56	$ 3,175.76
13	9-Jul	$ 2,936.20	415	$ 235.30	$ 3,171.50
14	16-Jul	$ 2,936.20	408	$ 231.05	$ 3,167.25
15	23-Jul	$ 2,936.20	401	$ 226.80	$ 3,163.00
16	30-Jul	$ 2,936.20	394	$ 222.55	$ 3,158.75
17	6-Aug	$ 2,936.20	387	$ 218.32	$ 3,154.52
18	13-Aug	$ 2,936.20	380	$ 214.09	$ 3,150.29
19	20-Aug	$ 2,936.20	373	$ 209.86	$ 3,146.06
20	27-Aug	$ 2,348.96	366	$ 164.51	$ 2,513.47
	Total	**$ 58,136.76**		**$ 4,880.03**	**$ 63,016.79**

Interest is determined using rates set by the Secretary of the Treasury as the overpayment rate under 26 U.S.C. § 6621(a)(1).