UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

BENJAMIN BRADSHAW, 1201 South Eads Street Apartment 505 Arlington, Virginia 22202 Plaintiff, v. UNIVERSAL SERVICE ADMINISTRATIVE COMPANY 700 12th Street N.W. Washington, DC 20005 Serve: CT Corporations System 1015 15th Street N.W. Suite 1000 Washington, DC 20005 Defendant.	)	Case No. 1:26-cv-2424

COMPLAINT AND JURY DEMAND

1. This is an action for damages and other relief resulting from Defendant's retaliation against Plaintiff in violation of the False Claims Act ("FCA"), 31 U.S.C. § 3729 et seq.; the National Defense Authorization Act of 2013 ("NDAA"), 41 U.S.C. § 4712 et seq.; wrongful termination in violation of public policy under District of Columbia law; and interference with Plaintiff's rights and retaliation under the Family and Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. § 2601 et seq.

PARTIES

2. Plaintiff Benjamin Bradshaw ("Plaintiff" or "Mr. Bradshaw") is a resident of the Commonwealth of Virginia. At all times relevant to this dispute, Mr. Bradshaw was an employee of Defendant.

3. Defendant Universal Service Administrative Company ("USAC") is a private, not-for-profit company organized under the laws of Delaware. Its headquarters and principal place of business is 700 12th Street, Suite 900, N.W., Washington, DC 20005.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this civil action under 28 U.S.C. § 1331 as certain of Plaintiff's legal claims arise under the laws of the United States, including the False Claims Act ("FCA"), 31 U.S.C. § 3729 et seq.; the National Defense Authorization Act, 41 U.S.C. § 4712 et seq.; and the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.

5. Pursuant to 28 U.S.C. § 1367(a), this Court has supplemental jurisdiction over Plaintiff's claim for wrongful termination in violation of public policy, arising under District of Columbia law, because it is so related to Plaintiff's federal claims as to form part of the same case or controversy under Article III of the United States Constitution.

6. Venue is proper in this federal district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

7. This Court has personal jurisdiction over Defendant because it maintains its principal place of business in the District of Columbia.

FACTUAL ALLEGATIONS

The Universal Service Fund and the Lifeline Program

8. The Communications Act of 1934 established the Federal Communications Commission ("FCC") and empowered it to regulate communications services. Under the Act, the FCC was "to make available, so far as possible, to all the people of the United States," reliable communications services "at reasonable charges." 47 U. S. C. §151. This goal is known as "universal service."

9. In the Telecommunications Act of 1996, Congress significantly reformed the original Act. As part of its reforms, Congress created a new framework for achieving universal service. Section 254 of the amended statute requires every carrier providing interstate telecommunications services (including telephone companies such as AT&T and Verizon) to contribute to a fund designed to "preserve and advance universal service." 47 U.S.C. §254(d). The FCC uses the money in that fund, which is known as the "Universal Service Fund" ("USF" or "the Fund"), to pay for subsidy programs for disadvantaged populations and facilities needing improved access to communications.

10. One such program, the Lifeline program, aids low-income consumers by providing them with a discount on their monthly phone bills, in the amount of $9.25 per month. 47 CFR §54.403(a)(1). Those eligible for the program receive service from eligible telecommunications carriers, who in turn receive a subsidy for each Lifeline subscriber they serve, which the carrier applies to the bill of the subscriber.

11. The Lifeline program is administered by the Universal Service Administrative Company ("USAC"). 47 C.F.R. §54.701(a). USAC is a not-for-profit corporation owned by an association of carriers. 47 C.F.R. §54.5. USAC manages the day-to-day operations of the Fund,

including by making the financial projections that help determine the amount of contributions from carriers; billing and collecting contributions from carriers; and in turn distributing funds to carriers for the benefit of eligible subscribers. 47 C.F.R. §§54.706, 54.709(a)(2)-(3).

12. The costs of administering the Fund are taken from the mandatory contributions that the carriers provide to the Fund. See 47 C.F.R. §§ 54.709, 54.715. USAC's budgets, which it submits to the FCC on a quarterly basis, must be approved by the FCC before USAC disburses funds for Lifeline and other universal service programs. See 47 C.F.R. § 54.715(c).

13. The Fund is held in the United States Treasury and all Fund contributions or other USF funds received by USAC are deposited in the Treasury. Additionally, all disbursements from the USF Treasury account require the approval of an FCC certifying official. See "Memorandum of Understanding Between the Federal Communications Commission and the Universal Service Administrative Company (Oct. 17, 2024)," at 2-3.

14. Among other programs, USAC was also responsible for administering the Affordable Connectivity Program ("ACP"). ACP, which was part of the Infrastructure Investment and Jobs Act of 2021, provided subsidies, funded directly by the federal government, to expand internet access among low-income recipients. Although the program was very similar to Lifeline, ACP included a lump sum for a device purchase, a higher monthly subsidy, and lower requirements (i.e., a Lifeline application could be used for an ACP application but not the reverse). Most of the mechanisms for administering ACP used the same processes that USAC used for the administration of Lifeline, but the differences increased the burden and difficulty of identifying improperly disbursed funds. (Hereinafter, references to "Lifeline" are intended to include ACP.)

15. The FCC and USAC operated pursuant to a Memorandum of Understanding that was executed on December 19, 2018. Among other points, the Memorandum of Understanding provided that:

- USAC was "responsible for the effective administration of the [Universal Service] programs, including . . . producing timely and relevant data and analysis to inform the Commission in its policy-making and oversight of the USF." (Section I, "Purpose and Parties," at 1).
- USAC "promotes program integrity by prioritizing prevention, detection, and deterrence of waste, fraud, and abuse." (Section III, Part B, "USAC," at 2.)
- USAC was required to "immediately notify" designated points of contact at the FCC when it received "allegations or complaints that could result in a USF beneficiary's loss of eligible services" and prior to any decision that "could result in a USF beneficiary losing an eligible service." (Section IV, "Operational Requirements of the Parties," Part A, "General Requirements," Subpart 5, "Potential Loss of Service," at 4.)
- USAC was required to alert points of contact within the FCC "where it identifies evidence of rule violations, waste, fraud, or abuse in the USF programs or USF contribution matters." (Section IV, "Operational Requirements of the Parties," Part A, "General Requirements," Subpart 8, "Notification of Rule Violations and Potential Waste, Fraud and Abuse," at 5.)
- USAC staff were required to "refer any rule violations and potential waste, fraud, and abuse to the Commission's Enforcement Bureau and the Commission's Office of Inspector General, as applicable, for consideration of enforcement action in a

timely manner." (Section IV, "Operational Requirements of the Parties," Part A, "General Requirements," Subpart 9, "Enforcement Referrals," at 5.)

16. A new Memorandum of Understanding was executed on October 17, 2024, which was materially consistent with the 2018 Memorandum of Understanding as to the points cited in the preceding paragraph.

Mr. Bradshaw's Employment at USAC

17. Mr. Bradshaw began working for USAC in May 2020 as a Program Analyst in Program Integrity.

18. Generally, subscribers can apply directly to Lifeline but outside agents often perform the work of identifying people eligible for the program; educating them on the program; gathering the information needed to qualify for the program; and helping subscribers to complete applications. Typically, an agent is linked to a telecommunications carrier who will be providing the underlying services to subscribers (and receiving the subsidy for them), although an agent may be linked to a number of such carriers.

19. Program Integrity's role was to reduce waste, fraud, and abuse related to the Fund, particularly in the case of telecommunications carriers and their agents claiming subsidies on behalf of subscribers who are not eligible to receive them.

20. In or around December 2022, Tim O'Brien became the Vice President of Lifeline, and Chris Little became the Director of Program Integrity and General Operations ("Gen Ops"). At the time, Program Integrity had only a handful of employees and, in the wake of the leadership changes, Program Integrity began to lose a number of critical people. Frustrated with a lack of support from Mr. Little and Mr. O'Brien (particularly in the face of increased administrative burdens associated with ACP), Leah Gsell and Ryan Skukowski, who were key

managers within Program Integrity, resigned their positions in February or March 2023. They took with them more than a decade's worth of institutional knowledge, a loss compounded by USAC's failure to retain Dmitriy Semenov, a critical data resource, later in 2023. With the departure of these three key individuals, Lifeline Program Integrity effectively lost 80 to 90% of its institutional knowledge.

21. Mr. Bradshaw had worked closely with Ms. Gsell and Mr. Skukowski, and their departures left Mr. Bradshaw and another employee, Billy Lehman, as the most experienced employees in Program Integrity.

22. In April 2023, Mr. Bradshaw was promoted to the position of Associate Manager within Program Integrity. Generally, Mr. Bradshaw and his team were responsible for helping to identify suspicious activity, to investigate agents suspected of attempting to enroll ineligible subscribers in the program, and to remove those agents who had submitted false documents to the program from further involvement with the program.

23. In that role, Mr. Bradshaw reported to Mr. Little, who reported to Mr. O'Brien.

24. Mr. Little had little experience with Lifeline at the time he was promoted and, although he expanded the number of employees in Program Integrity, the loss of institutional knowledge and lack of expertise continued to hamstring the organization. In his role, Mr. Bradshaw witnessed firsthand how the loss of institutional knowledge undermined Program Integrity's efforts to prevent and correct waste, fraud, and abuse, including in its core activities and reporting responsibilities. (Mr. Bradshaw sent numerous emails disclosing the significant impact on this loss to Mr. Little and other employees, including subsequent managers, such as Kevin Green.)

25. Among other activities, Program Integrity was responsible for producing and providing to the FCC a number of quarterly Program Integrity Assurance ("PIA") reviews. Quarterly PIA reviews are analogous to quarterly earnings reports in the sense that they are meant to track the effectiveness of Lifeline's Program Integrity efforts. There were a number of different kind of reports, each of which related to specific threats or weaknesses relating to waste, fraud, and abuse that the FCC or USAC had identified in the past. The reports were regularly reviewed by the FCC.

26. After the departure of Ms. Gsell and Mr. Skukowski in early 2023, all PIA reviews essentially ground to a halt. Although a critical aspect of Program Integrity's responsibilities was to accurately report to the FCC on its efforts to stop waste, fraud, and abuse, USAC failed to do so. Shortly after he was promoted, Mr. Bradshaw responded to an inquiry from Nick Page at the FCC by saying that USAC had fallen behind on Opt-Out State Reviews. ("Opt-Out" states were those who, per regulation, had chosen to use their own systems to verify the eligibility of subscribers in those states to receive Lifeline support.) Mr. Little reprimanded him for this disclosure, and Mr. O'Brien and Mr. Little marginalized Mr. Bradshaw in subsequent calls with the FCC and restricted his communication with the FCC more broadly. Similarly, Mr. Bradshaw was repeatedly stunned that Mr. Little told the FCC that certain PIA reviews were being done or nearing completion when, due to the loss of personnel, only minor efforts at PIA reviews were being made.

27. In the summer of 2023, Mr. Little placed Inna Malashenok, who had recently joined Program Integrity as part of its expansion, and her team in charge of all PIA reviews. Mr. Bradshaw's team performed "ad hoc" reviews; these were follow-up reviews of issues identified by Ms. Malashenok's team in their quarterly reviews. It quickly became clear to Mr. Bradshaw

that the effort to catch up on PIA reviews was being conducted in a hasty manner that was leading to inaccurate information being provided to the FCC.

28. For example, in September 2023, Ms. Malashenok identified issues relating to a number of quarterly reports for non-usage of the Lifeline service. To be eligible for the Lifeline subsidy, an individual must not only be subscribing to a telecommunications service but also must be using the service actively. If the individual is not using the service, then the carrier is essentially receiving the subsidy for nothing. Carriers are thus obligated to alert USAC to, and de-enroll, subscribers who are not actively using communication services.

29. In two months, Ms. Malashenok's team had somehow managed to issue three or four non-usage reports – not to mention the same number of reports on other PIA topics – that purported to make up for five months of lost time. Not surprisingly, when Mr. Bradshaw looked at the non-usage review, the data in the tables did not make sense, which was especially disturbing since USAC had already sent the review to the FCC. When Mr. Bradshaw alerted Ms. Malashenok to the issue, she did not respond. Mr. Bradshaw also alerted Mr. Little to the problem, but he made no attempt to fix the issues. As a result, Mr. Bradshaw was not able to conduct the follow up "ad hoc" review which he had been assigned.

30. Similarly, around this same time, USAC received an inquiry from Nick Page at the FCC regarding a quarterly PIA review related to another topic, which Ms. Malashenok forwarded to Mr. Bradshaw. As part of an effort to follow up on the issue, Mr. Bradshaw emailed Ms. Malashenok for further information, but she refused to cooperate with his investigation.

Mr. Bradshaw Opposed USAC's Attempt to Circumvent the Due Diligence Process for Lock Out Decisions, and Disclosed Significant Errors Resulting From Those Decisions.

31. The careless way in which USAC made important decisions and the reckless, and knowingly false manner, in which it reported the resulting information to the FCC was made starkly clear in a debacle involving "locked-out" agents in the fall of 2023.

32. In or around the late summer of 2023, at the same time she was also overseeing the non-usage PIA reviews, Ms. Malashenok completed a batch of three to four catch-up PIA reviews relating to duplicate consumer subscriber addresses. FCC regulations provide that the Lifeline subsidy may be provided to only one subscriber per household. 47 C.F.R. § 54.404(b)(3). A household is defined as "any individual or group of individuals who live together at the same address and share income and expenses." 47 C.F.R. § 54.410(d)(1)(iii). Thus, although there can be multiple households at the same address (if discrete groups of individuals are sharing income and expenses), carriers are prohibited from seeking duplicative reimbursement from individuals in the same household. 47 C.F.R. §§ 54.400(g), 54.405(e)(2), 54.407(a). Given these rules, preventing the provision of "duplicate support" to people living in the same household is a major concern in the Lifeline program, and there is a regular PIA review for "duplicate addresses."

33. In September 2023, as a result of these duplicate address PIAs, Ms. Malashenok forwarded a lengthy list of "suspicious" agents to Mr. Bradshaw. The agents had purportedly engaged in one or more suspicious activities relating to duplicate addresses (i.e., submitting applications on behalf of potential subscribers that sought duplicative support) and, as such, were at risk of losing their ability to submit new applications to the Lifeline program. When an agent

loses this permission, he or she is "locked out" of the digital platform used to submit such applications; thus, the internal process is referred to as a "lock out."

34. Mr. Bradshaw was responsible for maintaining an Excel spreadsheet that tracked agents who were in some stage of the lockout process. The spreadsheet was known as the "Locked-Out Agent Tracker" (or, interchangeably, as the "Suspicious Agent Tracker). Importantly, lockout logs generated from the tracker were sent to the FCC, as well as to USAC's own Fraud Risk Group ("FRG"), on a regular basis. (PIA reviews were sent to the FCC only on a quarterly basis.) The FCC reviewed the information and often provided feedback, including questions, regarding the information the tracker contained. The tracker thus played a critical role in Program Integrity's efforts to substantiate to the FCC that it was engaged in rooting out waste, fraud, and abuse in the Lifeline program, and in the FCC having assurance that USAC was completing such efforts.

35. The tracker contained information, including the justification for the lockout, that was not found in the Registered Agent Database ("RAD"), a database with which agents and carriers themselves could interact. Additionally, RAD was an Oracle database with enhanced security features, while the tracker was maintained in Microsoft Excel, which was not as secure.

36. As part of his responsibility to maintain the tracker, and thus part of the effort to ensure that USAC was providing accurate information to the FCC, Mr. Bradshaw was in the position of performing due diligence on the justifications and evidence used to lock out suspicious agents and maintaining a record of those decisions. This was important both to reduce errors and to ensure that USAC had a file with the proper paperwork in the event that a locked-out agent sought to have the lockout decision reversed. It also provided a way for auditors to perform their review and verify the reasoning behind the lockout.

37. The team proposing a lockout (or lockouts) was supposed to provide documentation, including a lockout recommendation form, substantiating the rationale for and evidence supporting the proposed lockout. Mr. Bradshaw's team would review the documentation, verify the accuracy of the evidence, and confirm that there was (or question whether there was) a basis for locking out an agent. In the case of a lockout that was supported by the evidence, Mr. Bradshaw's team would then forward the recommendation to USAC's General Operations department (again, also known as "Gen Ops") for its final review before Gen Ops executed the lockout.

38. Indeed, Mr. Bradshaw's team regularly followed this process in considering lockout recommendations from a team operating under another manager, Karina Davidova, who worked closely with the contractor who handled initial applications to the Lifeline program.

39. Thus, Mr. Bradshaw quickly recognized that the list that Ms. Malashenok forwarded to him was troubling. For one thing, the list referenced 144 agents, which was significantly more agents than Program Integrity had ever locked out at once during Mr. Bradshaw's tenure at USAC. For another, in an accompanying email, Ms. Malashenok identified the agents as "requiring lockouts," as though Ms. Malashenok expected Mr. Bradshaw to execute the lockout without performing any due diligence. Additionally, Ms. Malashenok had not provided lockout recommendation forms for the agents.

40. Mr. Bradshaw indicated that he needed specific information in order to assess "the suitability of each agent for lockout." After a dispute about whether Ms. Malashenok had provided the necessary information in the most efficient manner, Mr. Little interceded. After consulting with Mr. O'Brien, and in evident haste to expedite the lockout process, Mr. Little instructed Mr. Bradshaw not to engage in the usual due diligence or worry about the absence of

lockout recommendation forms. Instead, he wanted the teams to process the lockout and then "catch up with the documentation." Worried that this would lead to significant errors and mistakes, Mr. Bradshaw resisted but Mr. Little nonetheless chose to circumvent the due diligence process for these agents.

41. Not surprisingly, as Mr. Bradshaw and his team were preparing the lockout recommendations after the fact, they discovered a significant error. They noticed that Ms. Malashenok's team had misinterpreted the data it had used to associate agents with duplicate addresses. Specifically, the team had not been careful to only include applications created by the agent. Instead, it counted applications that an agent had interacted with after their creation, which resulted in the team identifying for lockout back-office agents who performed administrative work on already-approved applications. An agent out in the field who is working directly with applicants (i.e., a "street agent") is expected to notice repeated addresses on applications. However, a back-office agent can interact with thousands of applications for any number of reasons that would not require closely examining the subscriber's address. Therefore, it would be unreasonable to expect one of these back-office agents to notice that, for example, ten applications out of the thousands they had looked at over the course of a quarter had the same address.

42. Mr. Bradshaw's team also noticed that a number of the suspicious addresses identified by Ms. Malashenok's team turned out to be churches and homeless shelters, where it would be understandable that a number of low-income individuals (not sharing expenses) would reside.

43. As soon as Mr. Bradshaw realized the mistake Ms. Malashenok's team had made, he reached out to the people on her team doing a subsequent duplicate address review to pause

until he could show them how to interpret the data correctly. But Ms. Malashenok ignored that instruction and proceeded with those PIA reviews. In an effort to prevent the lockout of innocent agents, Mr. Bradshaw sent a number of emails to Ms. Malashenok, Mr. Little, and Mr. O'Brien, detailing the problem and offering a solution, but no one addressed the problem, and the lockouts proceeded.

44. The lockout of innocent agents caused a significant amount of harm to the locked-out agents. Often, the agents are themselves subscribers in the Lifeline program, and reside in the same low-income neighborhoods as the people they are attempting to enroll. When an agent is "locked out" of the USAC application system based on engaging in suspicious activity, the agent not only will be unable to submit applications for that telephone carrier, and thus is likely to lose his or her job, but will also be unable to find work as an agent with another carrier.

45. In the wake of Ms. Malashenok's large batch of lockouts, one company's entire back-office team lost its ability to conduct business with Lifeline's system. It was unusual for a carrier to appeal on behalf of a locked-out agent (through USAC's appeal process), in part because the chances of reversing a lockout were so low. (It is easier for the carrier to terminate the agent's employment and hire a new agent.) However, the mistakes in this batch of lockouts were so evident that the telephone carrier appealed the lockouts through the company's appeal process, and in October 2023, the lockouts of thirty-two agents were reversed.

USAC Retaliated Against Mr. Bradshaw for His Disclosures Regarding Its Lockout Decisions.

46. In response to what happened, Mr. Bradshaw wrote a lengthy email to Mr. Little and Ms. Malashenok. He stated that members of his team were "alarmed" by how the lockouts from the duplicate address review had been handled, and noted that in the preceding three years, there had only been two lockout reversals, compared to the thirty-two that had just occurred. Mr.

Bradshaw noted that if his team had been allowed to perform its usual due diligence, it could have prevented many of the mistakes leading to the mistaken lockouts. Mr. Bradshaw asked that his team's input and expertise on agent lockouts be respected in the future, and requested that his team "be immediately included in preparations for the next duplicate address review" as his team had "many suggestions" to "improve the reliability of many aspects of the duplicate address review process."

47. Instead of including Mr. Bradshaw's team in preparing for the next duplicate address review, Mr. Little criticized him for the tone of the email and for including a number of other employees on the distribution list. Additionally, Mr. Little took a number of retaliatory actions against Mr. Bradshaw, including removing "ad hoc" reviews from Mr. Bradshaw's team and moving a number of team members from Mr. Bradshaw's team to Ms. Malashenok's team. Mr. Little also proposed having Mr. Bradshaw's team report directly to Ms. Malashenok and her team. Mr. Bradshaw resisted that change, and Mr. Little backed down. But in an apparent attempt to insulate himself from Mr. Bradshaw's legitimate concerns and disclosures, he added a managerial layer by having Mr. Bradshaw report to a manager, Alex Jackson, who in turn reported to Mr. Little.

48. Predictably, Mr. O'Brien and Mr. Little's failure to correct, but instead to knowingly ratify and encourage Ms. Malashenok's reckless errors and sloppy work, led to still greater problems. Even after the attempt to "catch up" on PIA reviews, Ms. Malashenok continued to refuse to provide information, including lockout recommendation forms, necessary for Mr. Bradshaw's team to perform its due diligence and ensure the accuracy of the Locked-Out Agent tracker. Instead, Mr. Bradshaw's team had to scramble to find ways to complete due diligence on the hasty recommendations of her team. Mr. Bradshaw continued to advocate for a

thorough review of lockout decisions and, consistent with established procedure, continued to utilize Gen Ops, which itself found significant errors in raw data organized and produced by Ms. Malashenok's team.

49. But Mr. Little did not support these efforts. In November or December 2023, Mr. Bradshaw learned that Mr. Little was considering removing responsibility for the Locked-Out Agent Tracker from Mr. Bradshaw. In light of the resulting fiasco earlier in the fall regarding the lockout of innocent agents and the ongoing inaccuracies in her data, Mr. Bradshaw felt he had no choice but to give in to Mr. Little's attempt to minimize his oversight of Ms. Malashenok's lockout decisions. In order to preserve the integrity of the lockout process and the accuracy of the data in the tracker as much as possible, Mr. Bradshaw proposed that his team continue to perform due diligence and maintain the tracker for lockouts it (or other teams) handled, while Ms. Malashenok and her team be responsible for their own lockout decisions (and for any mistakes or reversals of those decisions), and for updating the tracker to account for those decisions. During a meeting in January 2024, Mr. Little finalized this arrangement.

50. Despite this arrangement, Mr. Bradshaw remained the "nominal" owner of the tracker, in the sense that he was responsible for any mistakes and for sending the deliverable to the FCC.

51. The problems pertaining to the lockout process continued, and USAC's rigor outside of Mr. Bradshaw's team's own efforts in reviewing lockout decisions only eroded further. In late 2024, Mr. Bradshaw learned that two employees in Gen Ops, Raquel Richards and Robinette Love, had raised concerns regarding agent lockout recommendations coming from Ms. Malashenok's team. Mr. Bradshaw supported their position that the information at issue

was inadequate to justify lockouts, and that Ms. Malashenok had departed from the accepted review process for making those decisions.

52. Later in the year, in order to expedite lockouts, Mr. O'Brien stripped the review process still further. Given the significant ramifications of a lockout for an agent, the agent lockout process had been deliberately designed to include as many independent checks on the validity of the lockout as possible, including by having Gen Ops perform a final review before it executed the lockout in the system. In mid to late 2024, Mr. O'Brien eliminated that final layer of review. Going forward, he instructed that the teams recommending the lockout would execute the lockout unilaterally, without review by Gen Ops. Mr. Bradshaw strongly objected to this change in procedure, but his objections were not heeded.

Mr. Bradshaw Disclosed Significant Data Integrity Problems in the Locked-Out Agent Tracker That Produced Reports for the FCC, But USAC Refused to Address the Problems.

53. In the aftermath of Mr. Little's decision in the late fall of 2023 to split lockout responsibilities so that each team was doing their own lockouts and entering their lockouts in the tracker, it became increasingly difficult for Mr. Bradshaw to ensure the accuracy and integrity of the data coming from Ms. Malashenok's team. Frequently, Ms. Malashenok's team was not updating the tracker in a timely manner, was inputting inaccurate information, or omitting information altogether, which interfered with the accuracy and integrity of the tracker and therefore the ability of Mr. Bradshaw's team to provide timely, accurate logs to the FCC. When Amanda Danner, the member of Mr. Bradshaw's team who most often coordinated with Ms. Malashenok's team on the tracker, reached out to Ms. Malashenok or Shameer Ahmed (a member of Ms. Malashenok's team) with questions or concerns, they often ignored her or provided her with incomplete responses to her inquiries.

54. In June 2024, Ms. Danner went on vacation, and Mr. Bradshaw stepped in to perform this task while she was gone. The spreadsheet contained tabs for "suspicious agents," "pending lockouts," and "locked-out agents." In reviewing the tracker, Mr. Bradshaw noticed that agents locked out by Ms. Malashenok still appeared in the "pending" tab, which typically meant they had not been added to the "locked-out agents" tab yet. (In fact, Mr. Ahmed had added those agents to the "locked-out agents" tab and had simply forgotten to delete them from the "pending" tab.) The issue was minor, but when Mr. Bradshaw followed up with Mr. Ahmed alerting him to the issue, Mr. Ahmed sent him and others an email indicating that he (Mr. Bradshaw) had it wrong – that, in fact, the agents did appear on the "locked-out agents" tab. Mr. Bradshaw went back to look at the tracker, and noticed that the agents were no longer on the pending tab, which he found odd given his initial review. When he reviewed the change log on the file, however, he noticed that while he had been wrong about the agents' presence on the "locked-out agents" tab, he had not been wrong about agents still being on the "pending" tab. Instead, he discovered that, immediately before sending his response to Mr. Bradshaw, Mr. Ahmed had removed the agents from the pending tab – then, in his email, simply lied about it.

55. The incident crystallized concerns that Mr. Bradshaw had regarding not only the accuracy and security of the data in the tracker (that USAC was sending the FCC), but also the number of people who had access to it, particularly the number over whom Mr. Bradshaw had no managerial control.

56. Mr. Bradshaw disclosed the incident to his then-supervisor, Alex Jackson, and to Ms. Malashenok, claiming that the incident called into question Mr. Ahmed's transparency and integrity. Ms. Malashenok claimed that she was the one who had made the mistake, even though

it was patently obvious from the change log that Mr. Ahmed had done it. Neither Mr. Jackson nor Ms. Malashenok took any corrective action against Mr. Ahmed based on the incident.

57. Given the absence of corrective action, and his lack of managerial control over employees manipulating or recklessly entering data into the tracker, Mr. Bradshaw expressed concerns to Mr. Jackson with being held accountable (including by the FCC) for the tracker. In mid 2024, Mr. Bradshaw made a number of proposals to address this ongoing problem, including limiting "edit" permission to the tracker to Mr. Bradshaw's team, which Mr. Jackson refused to do. Yet, Mr. Jackson also refused to assign "ownership" of the log to any other team (including Ms. Malashenok's team), substantiating that Mr. Jackson viewed Mr. Bradshaw as critical to maintaining the accuracy of the tracker.

58. Absent any changes, Mr. Bradshaw refused to send or have anyone on his team send the log to the FCC any longer, a solution that Mr. Jackson also declined, even though Mr. Jackson refused to send the log himself, thus substantiating Mr. Bradshaw's ongoing concerns regarding the accuracy and integrity of the data USAC was providing the FCC. In the end, Mr. Jackson agreed that if Mr. Bradshaw would maintain "ownership" of the log (i.e., be responsible for any mistakes found in the log), Mr. Jackson would assume the responsibility of sending it to the FCC and answering any follow-up questions the FCC had regarding data in the tracker.

59. As part of the dialogue over responsibility for the tracker, Mr. Bradshaw also detailed for Mr. Jackson the obstructive conduct of Ms. Malashenok's team with regard to the tracker.

<u>USAC Retaliated Against Mr. Bradshaw Based on His Disclosure of Data Integrity Problems in the Locked-Out Agent Tracker That Produced Reports for the FCC.</u>

60. Within weeks of the Locked-Out Agent Tracker incident, Mr. Jackson and Mr. Bradshaw were moved from under the directorship of Mr. Little to the directorship of Kevin

Green. Mr. Green was new to USAC and to Program Integrity responsibilities. Soon after they were moved under Mr. Green in June 2024, Mr. Green asked Mr. Bradshaw in a WebEx call what USAC's obligations were when it came to the FCC. Mr. Bradshaw said that USAC had to "tell the truth" to the FCC. Given what he had already seen at USAC, he referred to this approach as one of "radical transparency" that did not seek to hide anything from the FCC. Within a day or two of this conversation, Mr. Bradshaw brought up Mr. Green's question, without naming him, during a meeting of Lifeline managers. Mr. Bradshaw asked Mr. O'Brien if he could help everyone understand what USAC's priorities versus the FCC's priorities were and where they overlapped so that everyone present could be more effective in making decisions as managers. Mr. O'Brien scoffed and said he would not provide that information in writing. Referring to Mr. Bradshaw, he added that this was something a low-level manager should discuss with his director in private and not in a managers' meeting. Mr. Bradshaw was stunned that Mr. O'Brien would refuse to "put in writing" such critical information or discuss it openly among managers, and that Mr. O'Brien had pointedly told him to ask his director, who himself did not know the answer.

61. Further, Mr. O'Brien's abrupt and dismissive reaction to Mr. Bradshaw's question clearly demonstrated to those present (including Mr. Green) Mr. O'Brien's own disregard for transparency to the FCC and his impatience with those seeking to make it an issue. In the weeks following the meeting, as Mr. Bradshaw continued to raise issues regarding the accuracy of the tracker and continued to refuse to be the one to send logs to the FCC based on data from the tracker, Mr. Green took steps to remove Mr. Bradshaw from Mr. Jackson's supervision and to insulate himself from Mr. Bradshaw's disclosures regarding the issue.

62. Mr. Bradshaw was out of the office for three weeks in September 2024. After his return to the office, on (Friday) September 27, 2024, Mr. Green told Mr. Bradshaw that he would begin reporting to Rohit Devkota, the following Monday. The move was effectively a demotion since, prior to the change, Mr. Devkota had been a peer of Mr. Bradshaw, and there would now be another layer between Mr. Bradshaw and management, as Mr. Devkota reported to Tiffany Johnson, who in turn reported to Mr. Green. The ostensible reason for the change, Mr. Green said, was that it would allow Mr. Devkota to assist Mr. Bradshaw with technical work relating to his responsibilities but immediately upon the transfer, it became clear that Mr. Devkota would not be assisting or supporting Mr. Bradshaw at all, but in fact undermining him in an attempt to remove him from the organization.

63. On September 30, 2024, before he had even met with Mr. Bradshaw to discuss the change in supervision, Mr. Devkota approached members of Mr. Bradshaw's team and, in an overt attempt to undermine his authority and dig up negative information regarding Mr. Bradshaw, asked them what was wrong with Mr. Bradshaw's leadership. Team members, who were supportive of Mr. Bradshaw, informed him of these bizarre interactions. Mr. Bradshaw asked to meet with Mr. Devkota to develop a gameplan going forward. Mr. Devkota agreed to meet, but only with his supervisor, Tiffany Johnson, present. During two meetings on October 1, 2024, with Mr. Devkota and Ms. Johnson, Mr. Bradshaw made clear that it was not appropriate for Mr. Devkota to undermine his authority by attempting to solicit criticism from members of Mr. Bradshaw's team. In the second meeting, Mr. Devkota yelled at Mr. Bradshaw, including by calling him "shit" and "stupid" and saying that Mr. Bradshaw's team was the worst performing team in Lifeline. Mr. Devkota then abruptly left the meeting, leaving Mr. Bradshaw and Ms.

Johnson shellshocked. In fact, Ms. Johnson expressed that it was unusual for Mr. Devkota to act in this manner.

64. Mr. Bradshaw immediately reported Mr. Devkota's outburst to Human Resources. That next day, Mr. Green (Mr. Bradshaw's former manager) himself expressed shock at Mr. Devkota's behavior.

65. Thereafter, rather than assisting or supporting Mr. Bradshaw as a new manager, Mr. Devkota continued to harass and obstruct Mr. Bradshaw in his work, and to interfere with the progress and productivity of his team. Mr. Bradshaw reported Mr. Devkota's hostile conduct to numerous individuals at USAC, including Mr. Green, Ms. Johnson, Ambi Myles (in HR), and Melody Burgess (in HR), but no corrective actions were ever taken.

Mr. Bradshaw Discovered and Disclosed a Significant Error in a Recovery Calculation, and Protested USAC's Response to It.

66. In addition to his role in lockout decisions and maintaining the Locked-Out Agent tracker, it was also part of Mr. Bradshaw's responsibilities to develop and refine a process for using the identity of locked out agents to identify consumer subscribers who had been enrolled in the Lifeline program and the ACP on the basis of fraudulent applications, so that USAC could seek the return of subsidies that USAC had given to carriers on the basis of those applications. Although USAC had sought recoveries from carriers before, it had never done so on the basis of locked out agents, which held promise as a way to identify fraudulent applications. These were known as Agent Lockout Reviews ("ALR's").

67. The basic process involved generating a list of subscribers who had been signed up by a locked-out agent, reviewing the applications of the subscriber for suspicious documents, and asking them to re-prove their eligibility, a part of the process known as "Continued Eligibility." Given the massive number of subscribers in the program and, therefore, in the

program database, the ALR process had the potential to be long and laborious. But Mr. Bradshaw and his team developed sophisticated and detailed database queries and python scripts that allowed the steps of this process, including the collection of underlying applications and supporting documents, to be automated and thus made more efficient and accurate.

68. In the fall of 2024, Mr. Bradshaw and his team were focused on refining the query for the Continued Eligibility portion of ALR's before they would turn their attention to the last phase of the ALR process. The last step in the ALR process was determining, for those subscribers who could not prove their continued eligibility (or who had already left the program), how much money Lifeline had paid to their telephone carriers on the basis of a fraudulent application, and thus how much the program would attempt to recover. These were known as "recoveries calculations," and Mr. Bradshaw and his team would assist in developing a database query that would facilitate accurate recovery calculations.

69. During a meeting on October 21, 2024, Mr. Bradshaw learned that a team led by Ms. Malashenok and Mr. Ahmed had recently done a recovery calculation based on a PIA Review of suspicious documents from the fourth quarter of 2023. Ms. Malashenok and Mr. Ahmed had not shared their original query with Mr. Bradshaw, but when Mr. Bradshaw studied their work product after the meeting, he quickly realized that their calculation, which was going to form the basis of the amount of money USAC sought to recover from carriers, was incorrect.

70. The basic issue was that it was typical for a subscriber enrolled in the program for any length of time to submit numerous applications, either because he or she was re-certifying eligibility (as required by law), or updating an original application because of new circumstances, such as a switch to a new carrier or an increase or decrease in income, which might impact eligibility to receive the Lifeline subsidy. (A related issue was that a fraudulent

application might have been made by an agent working for one carrier, even though the subscriber ultimately signed up with another carrier, which would raise issues about whether recovery could be sought from a carrier unaware of the fraud.) The mistake that Ms. Malashenok's team had made was to assume that any subscriber who had submitted a fraudulent application had been ineligible for the program during the *entire* period of their enrollment.

71. The very first subscriber that Mr. Bradshaw reviewed had himself submitted numerous applications over time, and the likely fraudulent application only covered a short portion (approximately a quarter) of his participation. For that one subscriber alone, $444 of the $564 amount that the other team had calculated as a proper recovery was wrong. In other words, the calculation was going to lead USAC to attempt to recover 4.7 times as much as it was entitled to recover.

72. The chance that this was a problem impacting only this one subscriber was virtually non-existent. The problem, Mr. Bradshaw understood, would likely impact all of the subscribers feeding into the calculation Ms. Malashenok's team had done. Her team had calculated a total recovery figure of approximately $1.3 million. Mr. Bradshaw understood from what he had found that the figure might be off by as much as a million dollars, meaning that on the basis of this calculation, USAC was going to seek to recover from carriers significantly more than USAC was entitled to collect.

73. Under federal statute and regulation, an eligible telecommunications carrier is entitled to receive universal service support for providing services to qualifying subscribers. See 47 U.S.C. §§ 214(e), 254(e), and 47 C.F.R. §§ 54.403, 54.407. Thus, any attempt by USAC to use the inflated calculation to recover amounts that carriers had been legitimately entitled to receive would be in violation of the law.

74. Mr. Bradshaw sent his findings to the group working on the recoveries query, noting that the query should exclude the months preceding the creation of a suspicious application and any months following the creation of a new, unexamined application. He then forwarded that email to Mr. Green, and noted that "we sought $564 in recoveries for this subscriber, when we really only should have sought $120." Mr. Green asked Mr. Bradshaw to forward the information to Mr. Little, which he did.

75. In the email to Mr. Little, Mr. Bradshaw stated:

> Kevin [Green] asked me to forward these findings from my initial review of the Sus Doc PIA recoveries. Briefly, I found that for one subscriber, we are seeking to recover 4.7 times more money than we should be.
>
> If you apply the proportion of the incorrectly calculated recovery amount to the correct amount from that one subscriber to the total recovery amount calculated for all 4434 subscribers [identified in this review], we would be incorrectly seeking to recover $1,071,570. In other words, an estimate of the correct amount to recover from that Sus Doc PIA would be $289,613 instead of the $1,361,183 that Inna's team has calculated.
>
> These are extremely rough estimates since the recovery calculation for the other subscribers may not be as incorrect as the subscriber I reviewed.

76. Subsequently, Mr. Bradshaw sent similar emails to Ms. Malashenok, Carolina Morillo (whose team handled the bulk of the recovery process) and Mr. Ahmed.

77. In the next few days, a smaller working group met to continue discussing the recoveries query. During those meetings, Ms. Malashenok and Mr. Ahmed, the people most responsible for the errors Mr. Bradshaw discovered, resisted attempts to use their recovery results as a test case for developing a better query and instead began retaliating against Mr. Bradshaw for discovering and highlighting their mistake. For example, Ms. Malashenok accused Mr. Bradshaw of speaking inappropriately to her during these meetings, which was false. (Mr. Bradshaw would subsequently learn that Ms. Malashenok reported him to HR for this purported

misconduct.) Additionally, on Wednesday, October 23, 2024, during a meeting with his manager, Mr. Devkota berated Mr. Bradshaw for how he had behaved in the working group meetings, including by misrepresenting things that Mr. Bradshaw had said and done during those meetings. The misconduct was so blatant that during the meeting with Mr. Devkota, Ambi Myles, an HR representative who was present, had to instruct Mr. Devkota to stop berating Mr. Bradshaw. Afterwards, Ms. Myles told Mr. Bradshaw that she did not understand why Mr. Devkota's tone had been so aggressive.

78. The same day (October 23, 2024), Mr. Bradshaw also forwarded Ms. Myles a number of key emails relating to the Locked-Out Agent Tracker dispute from June 2024, providing substantial evidence that Ms. Malashenok and Mr. Ahmed had been "systematically ignoring most of my attempts to cooperate with them" on the tracker. He added, "Within this context, [Mr. Ahmed's] failure to share his query [regarding the recovery calculation] with me before today is totally unsurprising."

79. On Thursday, October 24, 2024, Mr. Bradshaw sent an email to Mr. O'Brien and Mr. Green. He stated that because of their mistaken recovery calculation, he thought that Ms. Malashenok and Mr. Ahmed had a conflict of interest in participating in the ongoing effort to develop a recoveries query and process that would be up to acceptable standards for the ALR process since they would try to conceal their own mistake or design a new process that would simply repeat their mistake, thus minimizing it. He requested that Ms. Malashenok be removed from the project and that Mr. Ahmed's involvement, if necessary, be limited to providing technical support, especially since responsibility for future Suspicious Document PIA Reviews was being passed to another team.

80. On Friday October 25, 2024, Mr. O'Brien responded to Mr. Bradshaw's email by questioning his estimate of the calculation error, and claiming that his concerns about a conflict of interest were "conspiracy theories about cover ups." Mr. O'Brien instructed Mr. Bradshaw not to "spin [his] wheels on this," and to allow others to work on the recoveries calculation.

81. Given Mr. O'Brien's dismissive response regarding the error calculation, and concerned that the working group would not be able to develop a secure and accurate query, Mr. Bradshaw felt he had no choice but to ask Mr. Green to remove all responsibility for ALR recoveries from his team.

82. On Sunday, October 27, 2024, he responded to Mr. O'Brien's email at greater length. In an attempt to rebut Mr. O'Brien's dismissal of his concerns, Mr. Bradshaw detailed the history of his involvement with the development of the ALR process. He indicated that he had done a more comprehensive estimate over the weekend and revised it downward. But the error still exceeded $300,000.

83. On Monday, October 28, 2024, Mr. O'Brien responded with an email that grossly distorted and minimized the role and contributions of Mr. Bradshaw's team in the ALR process, and again denied that there was any conflict of interest attributable to Ms. Malashenok's error.

84. Given this reckless and retaliatory response, later that same day (October 28, 2024), Mr. Bradshaw filed a formal complaint with USAC's internal whistleblower program, describing the error he discovered, the inadequate response from Mr. O'Brien and lack of transparency by Ms. Malashenok and others that followed, as well as the retaliation and hostility he was encountering at USAC for having reported the mistake.

85. During discussions over the recovery calculation, despite the significant error Mr. Bradshaw disclosed, multiple people said that USAC only had to get things "90% right" and

auditors "would take care of" the rest, and that "no one ever got fired" for making mistakes in reports.

Based on His Disclosures Relating to Data Integrity Issues in the Locked-Out Agent Tracker, and the Erroneous Recovery Calculation, USAC Took a Number of Retaliatory Actions Against Mr. Bradshaw Leading to His Termination.

86. As a result of Mr. Bradshaw's discovery of this significant mistake and his efforts to develop an accurate recovery calculation query, as well as his continued disclosure of significant data integrity issues in information provided to the FCC, Mr. Devkota and others at USAC retaliated against Mr. Bradshaw, including by concocting false allegations against him in an attempt to disparage him and present his performance in a false light.

87. On November 6, 2024, Ms. Malashenok reached out to Mr. Bradshaw to ask him to give her "view only" permission of the Locked-Out Agent Tracker. Mr. Bradshaw found the request odd since he had not made any changes to Ms. Malashenok's permissions in the tracker and, as far as he knew, she still had "edit" permission to enter her team's updates to the tracker. He went into the tracker to restore her access and, in doing so, noticed that Mr. Devkota had made a number of recent and strange changes to the permissions for that tracker and the ALR tracker, both of which he had only recently gained access to as Mr. Bradshaw's new manager.

88. Later that day, Mr. Bradshaw received an email from Mr. Little in which Mr. Little said that in the course of a "permissions review," it had come to light that Ms. Malashenok and Mr. Ahmed had their permissions removed; he asked Mr. Bradshaw if there was a reason for that, and asked Mr. Bradshaw to restore their edit permissions. In an email, Mr. Bradshaw informed Mr. Little about Ms. Malashenok's request and what he had found in restoring her access, including that Mr. Devkota had made a number of changes to the tracker but probably did not mean to remove her access. In the months since June 2024, when Mr. Bradshaw had

disclosed significant data integrity issues relating to the tracker and USAC had failed to address them, data integrity had (predictably) continued. Data entry itself was erratic, importing quirks that made data difficult to use to those who needed it. People broke Excel formulas, creating significant error messages in spreadsheets. There were discrepancies between agents who were listed on the tracker as locked out but not been locked out in RAD, an error which Mr. Bradshaw proactively and independently discovered in the course of his duties as the "nominal" owner of the Locked-Out Agent Tracker. So, in his email to Mr. Little, Mr. Bradshaw added, "Although I have strongly argued that permission to edit the Suspicious Agents Tracker be limited to only either Inna's team or only my team, I never got the go ahead to make those changes. I will note that this problem is a perfect illustration of the data integrity issues that can arise when too many people across too many chains of command can edit an important tracker."

89. The reference in Mr. Little's email to a "permissions review" was strange, as Mr. Little made it sound like a formal process, and yet during his years at USAC, Mr. Bradshaw had never heard the term used. Mr. Bradshaw was hopeful that Mr. Little's reference to a "permissions review" meant that USAC leadership was finally taking his concerns regarding the integrity of the data in the tracker seriously. But the permissions activity and the questions also concerned Mr. Bradshaw because it appeared that Mr. Little (or someone) might be trying to blame him for the removal of Ms. Malashenok's edit permission. Accordingly, the following day (November 7, 2024), Mr. Bradshaw forwarded the exchange to Ms. Myles and Ms. Burgess in Human Resources, and provided a summary of the data integrity issues involving Mr. Ahmed earlier in the year (June 2024).

90. Additionally, in preparing the periodic log for USAC's Fraud Risk Group ("FRG"), Mr. Bradshaw's team discovered more errors in the tracker resulting from someone on

Ms. Malashenok's team deleting information in a way that broke the formulas in the tab that generated the FRG log. On November 11, 2024, Mr. Bradshaw forwarded the information to Mr. Green and Mr. Devkota (copying Ms. Myles and Ms. Burgess). He noted that in June 2024, he had proposed restricting edit access to the tracker to either his team or Ms. Malashenok's team (or some other team who would have responsibility for the tracker), and reiterated that proposal. He also noted that "the need for these Byzantine processes dates back to [Mr. Little's] decision to allow [Ms. Malashenok's] team to lock out agents without routing them through my team for a final review. If he had chosen to stick to the traditional process, my team would have been solely responsible for the contents of the Suspicious Agents Tracker."

91. Two days later, Mr. Devkota began insinuating (falsely) that Mr. Bradshaw himself had changed the editing permissions, apparently out of spite for Ms. Malashenok. In addition, he misrepresented conversations with an employee of the FRG regarding a deliverable that was due and falsely accused Mr. Bradshaw of refusing to provide the deliverable.

92. On November 13, 2024, Mr. Bradshaw alerted Mr. Green and Ms. Myles to Mr. Devkota's lack of candor and transparency, and reported Mr. Devkota's conduct to Christopher Smith in the FRG. Mr. Bradshaw wrote that Mr. Devkota's "lack of candor and transparency on an issue with such relatively low stakes calls into question the integrity he brings to his other responsibilities. This particular context is especially concerning since we are delivering this information to the FRG, which has the responsibility for mitigating risks which stem from exactly these types of vulnerabilities."

93. On November 14, 2024, Mr. Devkota forwarded a text message from Justin Young (in IT) claiming that Mr. Bradshaw was the only one who could have changed permissions in the Locked-Out Agent Tracker, which was disproven by a list within the tracker

that showed a number of people who could edit permissions. Mr. Bradshaw rejected the claim that he had edited the permission of Ms. Malashenok, and stated that it was "very alarming" that he was being accused. He raised a number of follow up questions regarding Mr. Young's findings.

94. Mr. Bradshaw provided a lengthy summary on the "root causes" of the problems relating to the Locked-Out Agent Tracker and the lockout logs to Mr. Green and Ms. Myles. Among other points, he noted that the FCC and the FRG were "expecting" Mr. Devkota to "respond to their requests knowledgeably, and he is not doing that."

95. Mr. Devkota, meanwhile, continued to press Mr. Bradshaw to produce a lockout log for the FCC over which Mr. Bradshaw expressed significant concerns given USAC's failure to address data integrity concerns relating to the Locked-Out Agent Tracker and lockout logs.

96. Due to the stress caused by Mr. Devkota's retaliation, Mr. Bradshaw took a number of days of intermittent medical leave in November 2024.

97. On November 21, 2024, Mr. Devkota issued Mr. Bradshaw a written performance warning, which was the first of his career. The warning repeated Mr. Devkota's false allegation regarding the FRG deliverable (as well as the FCC deliverable), and attempted to blame Mr. Bradshaw for tasks and projects for which USAC had not provided the support and clarity of direction necessary for him to perform his job adequately, despite his requests for guidance. Mr. Bradshaw was also disturbed that Melody Burgess, who purportedly was investigating Mr. Bradshaw's complaint that he was being retaliated against for his discovery and reporting of the substantial calculation error in the recovery calculation, participated in the meeting to discuss the written warning and appeared to support its issuance.

98. On November 22, 2024, Mr. Young responded to Mr. Bradshaw's questions, attaching a number of screenshots from a Compliance 365 log indicating when Mr. Bradshaw had purportedly made the changes. But there were numerous internal inconsistencies in the screenshots which demonstrated that they were *not* legitimate. For one thing, Mr. Young had included a closeup screenshot of a change in the log which did not appear in a broader screenshot of the same log. For another, the time stamps on the purported changes Mr. Bradshaw made switched time zones. (When Mr. Bradshaw compared the timestamps of changes ostensibly made by him in the tracker with contemporaneous WebEx messages, the messages showed that Mr. Bradshaw was handling a bunch of other things at the exact same time and had not been using the tracker.)

99. Based on these jarring discrepancies, Mr. Bradshaw realized that Mr. Young (or someone working with him) had doctored the screenshots and that he was being framed. He sent an e-mail to Mr. Young pointing out a number of inconsistencies in the alleged screenshots from the log. He copied a number of people on the email, including Ms. Myles, Mr. Devkota, Mr. Green, and Mr. Little.

100. Mr. Bradshaw was deeply disturbed by Mr. Young's email.

101. On November 25, 2024, Mr. Bradshaw filed a complaint with the FCC Office of Inspector General ("FCC OIG"), reporting "a series of persistent mismanagement issues within Lifeline." Mr. Bradshaw stated that he had "documented patterns of operational dysfunction, potential noncompliance with FCC standards, and behaviors that [he] believe[d] jeopardize the integrity and reputation of the Lifeline program." Mr. Bradshaw specifically raised a number of issues, including mismanagement related to decisions to lock out agents, agent lockout reviews, data integrity issues, a lack of commitment to transparency, a failure to retain critical employees,

a systemic lack of oversight, and other issues. Mr. Bradshaw also referenced "[b]ehaviors that suggest a hostile response to those raising valid concerns, creating a retaliatory environment for employees committed to compliance." Mr. Bradshaw attached the email suggesting that Mr. Young had "potentially doctored" screenshots of an electronic document's activity log. Mr. Bradshaw made his report in an effort "to protect the public resources and trust invested in the program."

102. That same day, Mr. Bradshaw also sent a collection of emails and WebEx exchanges regarding Mr. Devkota's accusations and data integrity issues to Jennifer Hung in the FRG.

103. The following day (November 26, 2024), Mr. Bradshaw wrote an email to Jennifer Hung, copying Christopher Smith, and updating the FRG on the false allegation made against Mr. Bradshaw about the Tracker permission removal, and Mr. Devkota's ongoing retaliation against him.

104. The same day, Mr. Bradshaw wrote an email to Mr. Green alerting him that Mr. Devkota was "a significant liability for Lifeline's integrity and reputation." He attached documents relating to his falsehoods about the Locked-Out Agent Tracker and an FMLA leave form relating to Mr. Bradshaw's upcoming parental leave.

105. On December 2, 2024, Mr. Bradshaw had a follow up conversation with OIG pertaining to his complaint, and two days later, provided a lengthy email summarizing his concerns regarding, among other topics, the significant loss of institutional knowledge at USAC over the course of the previous two years, USAC's lack of transparency with the FCC, the data integrity concerns that Mr. Bradshaw reported relating to the Locked-Out Agent Tracker and the lockout logs produced from it to the FCC, and the overstated financial recoveries calculation

done by Ms. Malashenok and Mr. Ahmed. Mr. Bradshaw also alleged that it appeared that Ms. Malashenok, Mr. Devkota, and (possibly) Mr. Young had fabricated evidence against him.

106. The following day, December 5, 2024, in a meeting with Mr. Devkota and Ms. Burgess, USAC terminated Mr. Bradshaw's employment. The termination was based on false justifications that were a pretext for retaliation.

107. On August 21, 2025, the FCC OIG requested a 180-day extension to complete its investigation of Mr. Bradshaw's complaint. On September 4, 2025, Mr. Bradshaw (through counsel) agreed to the request for an extension.

108. More than 30 days have elapsed since the expiration of the extension period.

109. The FCC OIG has not issued findings regarding its investigation of Mr. Bradshaw's complaint.

<u>USAC Interfered With Mr. Bradshaw's Leave Requests.</u>

110. In the midst of retaliating against Mr. Bradshaw, Mr. Devkota also took steps to avoid having to approve Mr. Bradshaw's request for parental leave. Earlier in the fall, Mr. Bradshaw had gone to HR to request parental leave for the birth of his child, which was expected in early 2025. Indeed, shortly after becoming Mr. Bradshaw's supervisor in late September 2024, Mr. Devkota had asked Mr. Bradshaw when he would be taking leave.

111. Mr. Devkota tried to delay and/or avoid approving paperwork for the requested leave. On November 21, 2024, Mr. Bradshaw forwarded his formal Parental Leave Request form to Mr. Devkota for signature but it was not until November 25, 2024 that Mr. Devkota returned the signed form. In the email chain returning that form was an email that Mr. Devkota had purportedly sent earlier that day, but Mr. Bradshaw had not actually received, in which Mr. Devkota denied that he had to approve the leave.

112. USAC terminated Mr. Bradshaw, on the basis of false justifications that were a pretext for retaliation, before he was able to take the leave to which he was entitled.

COUNT I – RETALIATION IN VIOLATION OF THE FALSE CLAIMS ACT
31 U.S.C. § 3730(h)

113. Plaintiffs restate and re-allege the foregoing paragraphs as though fully set forth herein.

114. The False Claims Act ("FCA") provides that an employee "shall be entitled to all relief necessary to make" the employee whole if the employee is discriminated against because of lawful acts done by the employee "in furtherance of an action" under the FCA or "other efforts to stop 1 or more violations" of the FCA. See 31 U.S.C. § 3730(h)(1).

115. An employee engages in "protected activity" under the FCA by making "efforts to stop 1 or more violations" of the FCA.

116. Mr. Bradshaw engaged in protected activity under the FCA by disclosing and protesting errors in a number of PIA reviews, including a Non-Usage PIA (September 2023), Duplicate Address PIA (October 2023), and Suspicious Documents PIA (October 2024) that USAC reported to the FCC.

117. Mr. Bradshaw engaged in protected activity under the FCA by disclosing and protesting erroneous and unjustified lockout decisions of agents, which were incorporated into and reported to the FCC as part of the Locked-Out Agent Tracker.

118. Mr. Bradshaw engaged in protected activity under the FCA by disclosing and protesting errors and persistent data integrity issues in the Locked-Out Agent Tracker, which was provided to the FCC on a regular basis.

119. Mr. Bradshaw believed that the conduct he attempted to stop was in violation of the FCA.

120. Mr. Bradshaw's belief that the conduct he attempted to stop was in violation of the FCA was objectively reasonable.

121. The Universal Service Fund consists of federal funds, and is maintained by the Department of Treasury.

122. The federal government appropriated and provided additional federal funds that USAC administered as part of the Affordable Connectivity Program.

123. The false and inaccurate statements and reports that Mr. Bradshaw attempted to stop were made in connection with USAC's administration of a government program, for which it received federal funds.

124. USAC knew that the statements and reports it provided to the FCC, an agency of the federal government, were false, and/or that USAC acted in deliberate ignorance of the truth or falsity of the information it provided to the FCC, and/or that USAC acted in reckless disregard of the truth or falsity of the information it provided to the FCC.

125. The statements and reports that USAC made regarding its program integrity efforts were material under the FCA because they had a natural tendency to influence, or were capable of influencing, the FCC's decision to continue providing USAC with federal funds for the administration of a government program.

126. Additionally, Mr. Bradshaw engaged in protected activity under the FCA by filing a formal complaint with USAC's internal whistleblower program.

127. USAC, including Mr. O'Brien, Mr. Little, Mr. Green, Mr. Jackson, Mr. Devkota, Ms. Malashenok, Mr. Ahmed, Ms. Myles, and Ms. Burgess, as well as other employees, had knowledge and were aware that Mr. Bradshaw engaged in protected activity under the FCA.

128. USAC retaliated and discriminated against Mr. Bradshaw by, among other ways, removing members from his team and supervision, thus denying him critical resources; stripping him of duties and responsibilities, including oversight of lockout decisions, that were essential to his role; marginalizing and trying to silence him by making organizational changes to insulate management from his disclosures; effectively demoting him by forcing him to report to a peer; seeking negative information about Mr. Bradshaw from his team members; harassing and berating him; falsely accusing him of misconduct in meetings; falsely accusing him of manipulating permissions and access to the Locked-Out Agent Tracker to obstruct and interfere with the work of other employees; issuing him a written performance warning based on allegations that USAC knew to be false; denying him leave to which he was entitled; and ultimately terminating his employment on the basis of allegations it knew to be false.

129. Individually, and collectively, these actions would dissuade a reasonable employee from making disclosures protected by the FCA.

130. USAC took these actions of retaliation and discrimination because Mr. Bradshaw engaged in protected activity, and the reasons USAC asserted for these actions were, in fact, a pretext for such retaliation and discrimination.

131. As a result of USAC's unlawful actions, Mr. Bradshaw has suffered economic and consequential losses, justifying an award of monetary damages in an amount to be proven at trial.

132. Additionally, as a result of Defendant's unlawful actions, Mr. Bradshaw has suffered emotional anguish and distress, as well as damage to his reputation, justifying an award of monetary damages to be proven at trial.

133. As authorized by 31 U.S.C. § 3730(h), Mr. Bradshaw seeks all relief necessary to make him whole, including reinstatement; damages as set forth in the statute; two times the amount of the backpay awarded under the statute; interest; compensation for special damages; reimbursement of attorneys' fees, and costs associated with pursuing this matter; and all other relief that the court deems appropriate.

COUNT II – REPRISAL IN VIOLATION OF THE NATIONAL DEFENSE AUTHORIZATION ACT OF 2013 (41 U.S.C. § 4712)

134. Plaintiff restates and re-alleges the foregoing paragraphs as though fully set forth herein.

135. The National Defense Authorization Act of 2013 ("NDAA") makes it unlawful to take actions in reprisal against an employee of a contractor or grantee for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant; an abuse of authority relating to a federal contract or grant; or a violation of law, rule, or regulation related to a federal contract or grant to, *inter alia*, a management official or other employee of the contractor or grantee who has the responsibility to investigate, discover, or address misconduct, or to an inspector general. 41 U.S.C. § 4712(a).

136. In its role as administrator of the FCC's Universal Service programs, and as a party to a Memorandum of Understanding with the FCC, USAC is a federal contractor or grantee.

137. Mr. Bradshaw was an employee of USAC.

138. Mr. Bradshaw engaged in protected activity under the NDAA by resisting and disclosing efforts by Mr. O'Brien, Mr. Little, and Ms. Malashenok to circumvent normal due diligence procedures for locking out agents from the Lifeline program.

139. Mr. Bradshaw made these disclosures to numerous people, including Mr. Little and Ms. Malashenok, who were management officials or other employees of USAC who had the responsibility to investigate, discover, and/or address misconduct.

140. Mr. Bradshaw also made these disclosures in a complaint he filed with the FCC OIG in November 2024.

141. The decision by Mr. Little and Ms. Malashenok to circumvent normal due diligence procedures and recklessly lockout a large batch of agents in September and October 2023, then to proceed with a subsequent PIA Review in the face of information that the lockouts were erroneous, was an arbitrary and capricious exercise of authority that was inconsistent with the mission of the FCC and the successful performance of USAC's contract with the FCC.

142. Mr. Bradshaw reasonably believed that the activity he was reporting constituted an abuse of authority relating to a federal contract.

143. Mr. Bradshaw also engaged in protected activity under the NDAA by disclosing and protesting the failure of USAC management to correct, but instead to tolerate and ratify, known and recurring errors in lockout decisions, lapses in lack of data integrity, and inaccuracies in information reported to the FCC.

144. Mr. Bradshaw made these disclosures to numerous people, including Mr. O'Brien, Mr. Little, Mr. Green, Mr. Jackson, Mr. Devkota, Ms. Malashenok, Ms. Myles, and Ms. Burgess, who were management officials or other employees of USAC who had the responsibility to investigate, discover, and/or address misconduct.

145. Mr. Bradshaw also made these disclosures in a formal complaint he filed with USAC's internal whistleblower program on October 28, 2024.

146. Mr. Bradshaw also made these disclosures in a complaint he filed with the FCC OIG in November 2024.

147. As the administrator of Lifeline (and other Universal Service programs), USAC was responsible for promoting program integrity and engaging in efforts to prevent, detect, and deter waste, fraud, and abuse, and to engage in regular, accurate reporting to the FCC about its efforts.

148. Yet, USAC management tolerated known and recurring errors in lockout decisions, lapses in lack of data integrity, and inaccuracies in information reported to the FCC, which had material financial consequences.

149. These issues were significant in that they lead to mass unjustified and erroneous lockouts of agents and impacted FCC's ability to provide effective oversight of the program and to eradicate waste, fraud, and abuse.

150. Mr. Bradshaw reasonably believed that USAC management's failure to address these issues constituted gross mismanagement of a federal contract.

151. Mr. Bradshaw also engaged in protected activity under the NDAA by disclosing that a recovery calculation that USAC employees had made was inaccurate and sought greater recovery from telecommunications carriers than USAC was entitled to under law.

152. Mr. Bradshaw made these disclosures to numerous people, including Mr. O'Brien, Mr. Green, Mr. Devkota, and Ms. Malashenok, who were management officials or other employees of USAC who had the responsibility to investigate, discover, and/or address misconduct.

153. Mr. Bradshaw also made these disclosures in a formal complaint he filed with USAC's internal whistleblower program on October 28, 2024.

154. Mr. Bradshaw also made these disclosures in a complaint he filed with the FCC OIG in November 2024.

155. Mr. Bradshaw reasonably believed that errors in the calculation of recoveries violated laws, rules, and regulations related to a federal contract or grant, including 47 U.S.C. §§ 214(e), 254(e), and 47 C.F.R. §§ 54.403, 54.407.

156. USAC, including Mr. O'Brien, Mr. Little, Mr. Green, Mr. Devkota, Ms. Malashenok, Ms. Myles, and Ms. Burgess, as well as other employees, had knowledge and were aware that Mr. Bradshaw engaged in protected activity under the NDAA.

157. In reprisal for engaging in this protected activity, USAC took a number of actions against Mr. Bradshaw, including removing members from his team and supervision, thus denying him critical resources; stripping him of duties and responsibilities, including oversight of lockout decisions, that were essential to his role; marginalizing and trying to silence him by making organizational changes to insulate management from his disclosures; effectively demoting him by forcing him to report to a peer; seeking negative information about Mr. Bradshaw from his team members; harassing and berating him; falsely accusing him of misconduct in meetings; falsely accusing him of manipulating permissions and access to the Locked-Out Agent Tracker to obstruct and interfere with the work of other employees; issuing him a written performance warning based on allegations that it knew to be false; denying him leave to which he was entitled; and ultimately terminating his employment on the basis of allegations it knew to be false.

158. Individually, and collectively, these actions would dissuade a reasonable employee from making disclosures protected by the NDAA.

159. USAC took these actions of reprisal because Mr. Bradshaw engaged in protected activity, and the reasons USAC asserted for these actions were, in fact, a pretext for such reprisal.

160. As a result of USAC's unlawful actions against Mr. Bradshaw, he has suffered economic and consequential losses, justifying an award of monetary damages in an amount to be proven at trial.

161. As a result of USAC's unlawful actions against Mr. Bradshaw, he has suffered emotional anguish and distress, as well as damage to his reputation, justifying an award of monetary damages in an amount to be proven at trial.

162. Mr. Bradshaw has exhausted his administrative remedies under the NDAA.

163. As authorized by 41 U.S.C. § 4712, Plaintiff seeks backpay; reinstatement (or, in lieu of reinstatement, front pay); compensatory damages; reimbursement of attorneys' fees, and costs associated with pursuing this matter; and all other relief that the court deems appropriate.

COUNT III – WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY (DISTRICT OF COLUMBIA COMMON LAW)

164. Plaintiff restates and re-alleges the foregoing paragraphs as though fully set forth herein.

165. The District of Columbia recognizes an exception to the at-will employment doctrine in situations where an employee acts in furtherance of a public policy and is terminated based on those actions.

166. In the District of Columbia, it is unlawful to terminate someone's employment on the basis of actions taken in furtherance of public policy.

167. USAC's attempt to use an erroneous calculation to obtain recoveries from carriers in the Lifeline program violated public policies spelled out in the Telecommunications Act, including 47 U.S.C. §§ 214(e), 254(e), and regulations promulgated thereunder, including 47 C.F.R. §§ 54.403, 54.407.

168. Mr. Bradshaw reasonably believed that errors in the calculation of recoveries violated laws, rules, and regulations related to the federal contract or grant, including 47 U.S.C. §§ 214(e), 254(e), and 47 C.F.R. §§ 54.403, 54.407.

169. Mr. Bradshaw acted in furtherance of public policy by trying to correct a false calculation used to recover overcharges from carriers participating in the Lifeline program; by protesting the possible use of the calculation even after he had put managers at USAC on notice that the calculation was false and incorrect and overstated the amount of recovery to which USAC was entitled; by filing a formal complaint with USAC's internal whistleblower program on October 28, 2024; by reporting the false and erroneous calculation to the FCC OIG in November 2024 and making additional communications to the FCC OIG regarding the false and erroneous calculation.

170. Mr. Bradshaw's belief that the recovery calculation was erroneous and inflated, that USAC was attempting to use the calculation to obtain recovery from carriers to which it was not entitled, and thus was engaging in violations of the Telecommunications Act and rules and regulations issued thereunder, was objectively reasonable.

171. USAC had knowledge and was aware that Mr. Bradshaw took these actions in furtherance of public policy.

172. USAC terminated Mr. Bradshaw's employment because he took these actions in furtherance of public policy, and the reasons USAC asserted for these actions were, in fact, a pretext for this motivation.

173. As a result of USAC's unlawful actions against Mr. Bradshaw, he has suffered economic and consequential losses, justifying an award of monetary damages in an amount to be proven at trial.

174. As a result of USAC's unlawful actions against Mr. Bradshaw, he has suffered emotional anguish and distress, as well as damage to his reputation, justifying an award of monetary damages in an amount to be proven at trial.

175. USAC's termination of Mr. Bradshaw's employment was done with evil motive, actual malice, intent to injure, deliberate indifference and/or willful disregard for the rights of Mr. Bradshaw, and was outrageous and grossly fraudulent, justifying an award of punitive damages in an amount to be proven at trial.

COUNT IV – INTERFERENCE WITH RIGHTS UNDER THE FMLA
29 U.S.C. § 2615(a)(1)

176. Plaintiff restates and re-alleges the foregoing paragraphs as though fully set forth herein.

177. It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under the FMLA. See 29 U.S.C. § 2615(a)(1).

178. Mr. Bradshaw was an eligible employee under the FMLA because he had been employed with USAC for twelve months and was employed for at least 1,250 hours of service by USAC during the previous twelve-month period at the time that he requested leave.

179. Under the FMLA, Mr. Bradshaw was entitled to twelve workweeks of leave because of the birth of a child and in order to care for that child.

180. In the fall of 2024, Mr. Bradshaw requested leave from USAC (for early 2025) because of the upcoming birth of his child and to care for that child.

181. USAC interfered with, restrained, and denied the exercise of Mr. Bradshaw's rights under the FMLA by terminating his employment before he could exercise his entitlement to such leave.

182. As a result of USAC's unlawful actions against Mr. Bradshaw, he has suffered economic and consequential losses, justifying an award of monetary damages in an amount to be proven at trial.

183. As authorized by 29 U.S.C. § 2617(a), Plaintiff seeks backpay; reinstatement (or, in lieu of reinstatement, front pay); lost employment benefits; liquidated damages; reimbursement of attorneys' fees, and costs associated with pursuing this matter; and all other relief that the court deems appropriate.

COUNT V – RETALIATION IN VIOLATION OF THE FMLA
29 U.S.C. § 2615(a)(2)

184. Plaintiff restates and re-alleges the foregoing paragraphs as though fully set forth herein.

185. It is unlawful for any employer to discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by the FMLA. See 29 U.S.C. § 2615(a)(2).

186. Mr. Bradshaw engaged in protected activity under the FMLA by requesting leave to which the statute entitled him.

187. USAC knew that Mr. Bradshaw had requested leave under the FMLA.

188. USAC took retaliatory actions against Mr. Bradshaw because he requested leave to which he was entitled under the FMLA, including by terminating his employment.

189. As authorized by 29 U.S.C. § 2617(a), Plaintiff seeks backpay; reinstatement (or, in lieu of reinstatement, front pay); lost employment benefits; liquidated damages; reimbursement of attorneys' fees, and costs associated with pursuing this matter; and all other relief that the court deems appropriate.

PRAYER FOR RELIEF

WHEREFORE, in consideration of the foregoing, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor and grant the following relief:

a) Declare that Defendant's conduct violated the FCA, the NDAA, and the FMLA;

b) Declare that Defendant terminated Mr. Bradshaw's employment in violation of public policy under District of Columbia law;

c) Enter an order reinstating Mr. Bradshaw to his employment with USAC (or, in lieu of such order, award him front pay in an amount to be proven at trial);

d) Award Mr. Bradshaw backpay in an amount to be proven at trial;

e) Award Mr. Bradshaw two times the amount of backpay, as authorized by the FCA, in an amount to be proven at trial;

f) Award Mr. Bradshaw compensatory damages in an amount to be proven at trial;

g) Award Mr. Bradshaw liquidated damages in an amount to be proven at trial;

h) Award Mr. Bradshaw punitive damages in an amount to be proven at trial;

i) Award pre-judgment interest and post-judgment interest at the applicable rates, court costs, and attorneys' fees; and

j) Award such other and further relief as this Court may deem just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff requests a jury trial on all of his claims triable by a jury.

Dated: July 9, 2026

Respectfully submitted,

ERIC SIEGEL LAW, PLLC

By: /s/ Eric L. Siegel
Eric L. Siegel (D.C. Bar No. 427350)
888 17th Street, N.W.
Suite 1200
Washington, D.C. 20006
Tel: 771-220-6116
Email: esiegel@ericsiegellaw.com

Attorney for Plaintiff