

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

KEVIN R. RYAN,)	
)	
Plaintiff,)	
)	
v.)	Cause No. 1:06-cv-1770-JDT-TAB
)	Judge John D. Tinder
)	Magistrate Judge Tim A. Baker
)	
UNDERWRITERS LABORATORIES, INC.)	
)	
Defendant.)	

FIRST AMENDED COMPLAINT

Now comes Plaintiff Kevin R. Ryan, by the undersigned counsel, and for his complaint for wrongful discharge against Defendant corporation Underwriters Laboratories, Inc. states and alleges as follows:

I. JURISDICTION

1. The District Court has subject matter jurisdiction over this case, which was removed by Defendant from the Monroe Circuit Court, Monroe County, Indiana, pursuant to diversity jurisdiction, 28 U.S.C. sec. 1332, and the federal removal statutes.

2. The Monroe Circuit Court had jurisdiction over this civil tort action pursuant to I.C. 33-28-1-2.

II. PARTIES

A. PLAINTIFF

- 3. Plaintiff Kevin C. Ryan is currently a resident of Monroe County, Indiana.
- 4. Mr. Ryan is a chemist who was hired by Environmental Health Laboratories,

Inc. (EHL) in South Bend Indiana which lab was subsequently acquired by Defendant Underwriters Laboratories, Inc. (UL). Mr. Ryan was an employee of UL at the time his employment was involuntarily terminated on November 16, 2004.

5. Mr. Ryan had good performance and favorable performance evaluations while employed with EHL and EHL/UL. Mr. Ryan received promotions while an employee at EHL/UL, including a promotion to Laboratory Manager, the highest position at the South Bend facility.

6. On November 16, 2004, UL terminated Mr. Ryan's employment.

7. The letter of termination provided to Mr. Ryan from UL stated that UL was terminating his employment because of a letter Mr. Ryan had written to a federal government agency, the National Institute of Standards and Technology (NIST), concerning the collapse of the World Trade Center Twin Towers and Building 7 following the September 11, 2001 attacks.

B. DEFENDANT

8. Defendant Underwriters Laboratories, Inc. is a not-for-profit corporation with headquarters in Northbrook, Illinois.

9. UL has offices and conducts business world wide. UL has been engaged in business for more than a century.

10. UL is in the business of performing product safety testing and certification related to consumer products and construction materials.

11. UL has done and continues to do substantial work under contract with the United States government.

12. UL has done contract work for the NIST relating to the WTC building collapses.

13. Some of this UL contract work for NIST was performed during the period of

time in 2003 and 2004 when Mr. Ryan raised concerns and questions in writing internally with UL managers related to the inadequacies in the government's investigation of the three WTC building collapses following two airplanes striking two of these three WTC buildings during the September 11, 2001 terrorist attacks, and related issues of potential dangers to the public, potential crimes, government misconduct, and potential waste of government funds in performing certain studies.

14. Some of this UL contract work for NIST was performed during the period of time in 2004 when Mr. Ryan raised concerns and questions in writing externally with NIST related to the inadequacies in the government's investigation of the three WTC building collapses following two airplanes striking two of these three WTC buildings during the September 11, 2001 terrorist attacks, and related issues of potential dangers to the public, potential crimes, government misconduct, and potential waste of government funds in performing certain studies.

15. UL acquired Environmental Health Laboratories, Inc. in South Bend, Indiana and now operates this laboratory as the UL Drinking Water Laboratory. UL has a division office in Northbrook, Illinois, in addition to its headquarters.

16. UL was the employer of Plaintiff Kevin Ryan from the time UL acquired EHL until UL terminated Mr. Ryan's employment on November 16, 2004.

III. COUNTS

COUNT 1: RETALIATORY DISCHARGE IN VIOLATION OF INDIANA'S COMMON LAW PUBLIC POLICY EXCEPTION TO THE EMPLOYMENT AT WILL DOCTRINE

17. The preceding paragraphs and fact allegations are incorporated herein by reference.

18. Following the tragic events of September 11, 2001, and after a period of study and reflection, on November 19, 2003 and in follow-up on December 2, 2003, Mr. Ryan

communicated in writing directly with the CEO and other UL officials of UL and stated the following concerns:

a) UL's had a role historically in testing and certifying the steel components used to construct the WTC, and based on the information available to Mr. Ryan, UL had certified the steel properly as capable of withstanding temperatures from hotter and longer lasting fires than those experienced on September 11, 2001, which raised the serious, and yet to be convincingly answered question as to why three WTC buildings collapsed on September 11, 2001;

b) The official government explanation of the WTC building collapses was flawed, i.e. the government's explanation that the impact of the aircraft and the fires from the jet fuel caused the unprecedented collapse of the steel framed WTC Twin Towers and WTC Building 7 was not supported by a scientific analysis of the evidence;

c) Substantial evidence supported the conclusion that the three WTC buildings that collapsed did so due to a well-engineered controlled implosion resulting from the use of explosive devices placed in the buildings, evidence including the videotaped uniform controlled nature of the collapses of these three WTC buildings into their own footprints at near free fall speeds, and eyewitness accounts, including accounts of firefighters, of bomb-like explosions in the WTC buildings occurring during the time people in the buildings were trying to escape following the aircraft strikes;

d) A scientific analysis of the remains of the collapsed WTC buildings steel would almost certainly provide a definitive answer to the question of which of these two competing explanations for the WTC buildings collapses – the official story that the jet fuel fires softened the steel or otherwise caused the steel to fail versus the alternative explanation that a controlled implosion resulting from use of explosive devices occurred – was the truth;

e) The steel beams from the collapsed WTC buildings had been immediately

removed from the WTC site and shipped for recycling before investigators could examine them, constituting, in the opinion of experienced fire investigators and Mr. Ryan, the improper destruction and removal of evidence; and

f) UL needed to act on this information at a minimum to protect its reputation in regard to the worst safety-related disaster in the history of the United States, but also to prevent future deaths.

19. The CEO of UL wrote back to Mr. Ryan, as did one or more other UL officials. The CEO's response included several key assertions of fact regarding the collapse of the three WTC buildings on September 11, 2001 WTC attacks which were erroneous, including:

a) That extremely high temperatures were reached almost immediately after the aircraft strikes;

b) These extremely high temperatures were sustained for a very long time;

c) The steel in the three WTC buildings that collapsed "stood longer than expected;"

d) A "cascading effect" (a.k.a. a pancake collapse) was involved in the collapse of these WTC buildings;

e) The WTC towers were designed to withstand the impact of a 707 jet hitting the building but at the same time were not designed to withstand the fire caused by the jet fuel carried by a 707 jet; and

f) A 707 jet impacting the buildings was reasonably foreseeable but the fire resulting from the jet fuel carried by the same 707 jet was not reasonably foreseeable.

20. Between December 2, 2003 and November 11, 2004, UL took no actions to address the substantial concerns Mr. Ryan had raised.

21. On November 11, 2004, Mr. Ryan wrote a letter to the National Institute of Standards and Technology ("NIST") raising several specific concerns including:

a) The investigative and scientific work performed by the government and government contractors concerning the September 11, 2001 collapse of the WTC Twin Towers and WTC Building 7 following the crash of two aircraft into the WTC twin towers was inadequate;

b) Significant flaws exist in the official explanation of these WTC building collapses offered by government officials and government contractors, including the public explanations offered by NIST and its contractors for the WTC building collapses;

c) UL had tested and certified the steel components used to construct the WTC towers;

d) One or more safety related failures may have caused the majority of fatalities in this tragic September 11, 2001 event, including the possibility that the WTC steel unexpectedly failed at temperatures of approximately 250 degrees C., a fact that should be of great concern to the company that certified the fire-proofed steel components, UL;

e) A scientific analysis of the evidence does not support the conclusion that the WTC building fires or fires from the jet fuel can explain the collapse of the three WTC buildings, a fact which should be of great concern to all Americans (because of the implications for what really did cause these WTC buildings to collapse);

f) The summary of the NIST investigation report regarding the WTC steel and temperatures to which it was exposed prepared by NIST officials and government contractors is inconsistent with the findings in the body of the NIST investigation report itself;

g) The work of the NIST and its contractors in investigating the collapse of the WTC buildings is critical to the safety and security of the nation and the world because it is the crux of the crux of the crux – i.e. because the NIST investigation could disclose facts material to understanding what really happened in the WTC building collapses, which in turn could shed critical light on the true nature of the events of September 11,

2001, which events in turn are the driving force behind the “War on Terror;” and a failure of the NIST to identify the truth of what really happened will have serious consequences for the nation, and for global peace and justice; and

h) A number of current and former government employees have risked a great deal to help the nation know the truth of what happened on September 11, 2001, and Mr. Ryan has copied one such person on his letter to NIST in support of that effort.

22. In closing his letter to NIST, Mr. Ryan implored NIST to act quickly to do all it can to eliminate the confusion regarding the cause of the collapse of the WTC buildings on September 11, 2001.

23. On the same day he wrote the letter, Mr. Ryan made his November 11, 2004 letter to NIST available to a citizen’s organization that was investigating the events of September 11, 2001, including the possibility that the collapse of three WTC buildings may have been due to the intentional use of explosives placed within those buildings by criminal elements within the United States government. Mr. Ryan was not informed by anyone that his letter would be published to the internet until after that publication had occurred.

24. On the same day, November 11, 2004, the citizen’s organization posted Mr. Ryan’s letter on the internet.

25. Upon learning that his letter had been posted on the internet, Mr. Ryan made UL officials aware of the November 11, 2004 letter he wrote to NIST, and that it was posted on the internet. Mr. Ryan asked the organization that had posted the letter on the internet to have a disclaimer posted with his letter noting that he was speaking for himself and not for UL in the letter. The disclaimer was posted with his letter on the internet.

26. Upon learning of the letter and its posting on the internet, UL officials inquired with Mr. Ryan as to whether, if they requested or Mr. Ryan requested, the citizens organization would remove Mr. Ryan’s letter of November 11, 2004 from the

internet site on which it was posted. UL never requested Mr. Ryan to make any public clarifications or disclaimers regarding his November 11, 2004 letter to NIST to make more clear that he was speaking for himself and not for UL.

27. Mr. Ryan was discharged by UL from his position as Laboratory Manager at EHL/UL on November 16, 2004, five days after Mr. Ryan wrote his letter to the NIST raising the specific concerns stated above regarding the investigation by the government and government contractors of the September 11, 2001 collapse of three buildings at the World Trade Center (WTC) following the crash of two aircraft into the WTC twin towers, and potential causes of those building collapses.

28. In the termination letter UL provided to Mr. Ryan, UL states clearly that Mr. Ryan's November 11, 2004 letter to NIST was the reason UL fired Mr. Ryan.

29. In the termination letter UL provided to Mr. Ryan, UL makes clear reference to the alleged fact that Mr. Ryan's November 11, 2004 letter to NIST was circulated by Mr. Ryan and was posted on the internet.

30. In the termination letter UL provided to Mr. Ryan, UL states clearly that UL believes that it was inappropriate for Mr. Ryan to have commented on UL's tests conducted for its client NIST.

31. In the termination letter UL provided to Mr. Ryan, UL states clearly that Mr. Ryan's November 11, 2004 letter to NIST caused harm to UL's relationship with NIST.

32. UL's assertion, in the termination letter UL provided to Mr. Ryan, that UL terminated Mr. Ryan's employment because Mr. Ryan in his November 11, 2004 letter to NIST misrepresented that Mr. Ryan was stating UL's opinions rather than his own was a pretext for the illegal firing of Mr. Ryan in retaliation for Mr. Ryan exercising his rights and acting to fulfill his duties under the United States Constitution, the Constitution of the State of Indiana, and under federal and state laws.

33. UL's retaliatory discharge of Mr. Ryan was a violation of Indiana's common

law public policy exception to the employment at will doctrine.

34. After UL had terminated Mr. Ryan's employment, one or more of UL's spokespersons made statements to the press vehemently denying that UL had ever certified materials used in the WTC.

35. After UL had terminated Mr. Ryan's employment, one or more of UL's spokespersons made statements quoted in the press to the effect that "there is no evidence" that any firm, including UL, tested the materials used to build the WTC towers.

36. After UL had terminated Mr. Ryan's employment, one or more of UL's spokespersons made statements quoted in the press that UL does not certify structural steel, such as the beams, columns and trusses used in the WTC.

37. After UL had terminated Mr. Ryan's employment, one or more of UL's spokespersons made statements quoted in the press asserting that the reason UL had fired Mr. Ryan was because Mr. Ryan expressed his opinions regarding the WTC building collapses as if they were the opinions and beliefs of UL.

38. After UL had terminated Mr. Ryan's employment, one or more of UL's spokespersons made statements to the press stating that Mr. Ryan's argument regarding the WTC building collapses was "spurious" and "just wrong."

39. UL has asserted that Mr. Ryan made "outrageous comments" regarding "his conspiracy theories" about the WTC building collapses and the terrorist attacks of September 11, 2001. UL also asserted that Mr. Ryan "created the impression" that "those outrageous comments" were "the opinions of his employer, UL."

40. UL has asserted that Plaintiff "made statements to UL's Chief Executive Officer" that the three World Trade Center (WTC) towers in New York City "had been intentionally blown up by explosive devices placed inside the buildings." UL has asserted that on November 19, 2003 and again on December 2, 2003, Plaintiff made various "unsubstantiated" statements to UL's Chief Executive Officer regarding the

terrorist attacks of September 11, 2001.

41. UL has asserted that Mr. Ryan “used his UL e-mail account to send” a letter containing “further bizarre and baseless assertions” about the events of September 11, 2001. UL has asserted that Mr. Ryan’s letter “clearly created the impression that the outrageous opinions contained therein were those of the company.”

42. UL has asserted that Mr. Ryan’s letter “implied that the collapse was actually the result of something more sinister,” a belief he made clear by sending the letter to “a group claiming that the United States government itself had intentionally plotted to destroy the WTC buildings, killing thousands of Americans in the process.” UL has asserted that this November 11, 2004 letter to NIST contained “many false or unsubstantiated assertions” by Mr. Ryan, including that UL had tested and certified the steel used in the WTC towers, and that a scientific analysis of the evidence proved that the buildings had not collapsed from the jet fuel that burned following the impact of the hijacked airplanes. UL has asserted that on November 11, 2004, Mr. Ryan sent a copy of his letter containing “all of his baseless assertions” to an organization that believed the 2001 collapse of the WTC towers may have been caused by the intentional use of explosives placed within those buildings by criminal elements within the United States government.

43. UL wrongfully terminated Mr. Ryan’s employment in violation of Indiana public policy because Mr. Ryan in his November 11, 2004 letter to NIST, exercised his right under the First Amendment of the United States Constitution, and under the Constitution of the State of Indiana, Article One, Section One and the preamble to Article One, to petition his government for redress of grievances and to reform his government.

44. UL wrongfully terminated Mr. Ryan’s employment in violation of public policy because Mr. Ryan in his November 11, 2004 letter to NIST, in his communications with citizens organizations, and in his communications with UL officials, exercised his

right to freedom of speech under the First Amendment of the United States Constitution and under the Constitution of the State of Indiana to speak publicly on matters of public importance.

45. UL wrongfully terminated Mr. Ryan's employment in violation of public policy because Mr. Ryan in his November 11, 2004 letter to NIST, exercised his right under the laws of the United States, the State of Indiana, and the State of New York, including the Occupational Safety and Health Act (OSHA), to report safety hazards and to disclose material facts in a government investigation of an occupational and public safety related incident.

46. UL wrongfully terminated Mr. Ryan's employment in violation of public policy because Mr. Ryan in his November 11, 2004 letter to NIST, exercised his right under the laws of the United States, the State of Indiana, and the State of New York to report potential felonies and terrorist activity, including his right to so report under the federal misprision of a felony statute, 18 U.S.C. sec. 4 and anti-terrorism statutes (including the USA PATRIOT Act which created several new felony violations related to terrorism to which the misprision of felony statute would apply).

47. UL wrongfully terminated Mr. Ryan's employment in violation of public policy because Mr. Ryan in his November 11, 2004 letter to NIST, acted to fulfill his duty under the United States Constitution and under the Constitution of the State of Indiana to petition his government for redress of grievances and to reform his government in the face of actions by persons seeking to subvert the legally constituted government of the United States and seeking to subvert and fundamentally alter the democratic nature of our society and the republican form of our government.

48. UL wrongfully terminated Mr. Ryan's employment in violation of public policy because Mr. Ryan in his November 11, 2004 letter to NIST, in his communications with citizens organizations, and in his communications with UL officials, acted to fulfill

his duty as a United States citizen and citizen of the State of Indiana to defend the United States Constitution and the Constitution of the State of Indiana.

49. UL wrongfully terminated Mr. Ryan's employment in violation of public policy because Mr. Ryan in his November 11, 2004 letter to NIST, acted to fulfill his duty under the laws of the United States, the State of Indiana, and the State of New York to report potential felonies and terrorist activity, including his duty to so report under the federal misprision of a felony statute and anti-terrorism statutes.

COUNT 2: RETALIATORY DISCHARGE IN VIOLATION OF THE INDIANA PRIVATE EMPLOYER WHISTLEBLOWER STATUTE

50. The preceding paragraphs and fact allegations are incorporated herein by reference.

51. IC 22-5-3-3 provides a private right of action for an employee of a private company under public contract who is fired after blowing the whistle in writing on a potential violation of law or misuse of public resources concerning the execution of a public contract.

52. Mr. Ryan is an employee of a private company, UL, which was under public contract at the time he engaged in protected whistleblowing activities under the Indiana statute cited.

53. Mr. Ryan was fired by UL because he made written whistleblowing reports in writing regarding apparent violations of law and misuses of public resources concerning the execution of public contracts by NIST contractors and NIST officials, and UL itself.

54. UL was contracted by NIST to perform fire resistance tests on models and/or components of the WTC floor assemblies during the time of Mr. Ryan's written whistleblowing disclosures.

55. Several other corporations were under contract with NIST during 2003 and 2004 when Mr. Ryan made his written whistleblowing reports complaining of their work

for NIST, and that of NIST officials, as well as the actions of other government contractors such as those engaged in evidence destruction at the WTC sites.

56. Mr. Ryan's internal written reports to UL clearly alleged that there was substantial evidence that the WTC buildings collapsed due to the commission of a crime – the controlled engineered demolition of the buildings using explosives, which resulted in the tragic death of thousands.

57. Mr. Ryan's letter to NIST was somewhat less explicit than his internal reports to UL but still explicit enough for UL, knowing what it did regarding his preceding internal disclosures to UL, to interpret the letter as an allegation that a crime had been committed and public resources were being misused. UL's statements regarding Mr. Ryan's "outrageous" "conspiracy theories" makes clear that UL understood Mr. Ryan's letter to NIST as alleging that the WTC building collapses resulted or may have resulted from a criminal conspiracy.

58. Mr. Ryan criticized NIST's investigation of the WTC building collapses as being inadequate, which investigation included the conduct of fire testing of floor assembly models of the WTC by UL. Mr. Ryan reported that UL had previously tested the steel components of the WTC and certified them as being sufficiently fire resistant that they should have withstood the fires from the jet fuel on 9/11/01.

59. UL is a private employer under public contract.

60. Plaintiff Ryan reported to UL and NIST, with UL knowledge, a crime and misuse of public funds, and was discharged because of these reports.

61. Mr. Ryan made good faith reasonable attempts to ascertain the correctness of the information he furnished in his written whistleblowing reports.

62. UL fired Mr. Ryan because UL perceived that Ryan had submitted incorrect and knowingly false information in his written whistleblowing reports.

IV. PRAYER FOR RELIEF

63. WHEREFORE, Plaintiff requests that this court award the following relief and damages to compensate Plaintiff for Defendant's wrongful discharge of Plaintiff:

- a. Award to Plaintiff back pay from the date Defendant terminated his employment;
- b. Award Plaintiff \$200,000 in front pay in lieu of reinstatement, or reinstatement;
- c. Award Plaintiff consequential damages for the cost of his relocation and job search, and the lost value of the medical insurance, retirement plan and other benefits Plaintiff would have enjoyed had Defendant not terminated his employment;
- d. Award Plaintiff \$100,000 in damages for emotional distress and damage to reputation;
- e. Award Plaintiff \$1,000,000 in punitive damages;
- f. Award the Plaintiff such other and further relief to which the law entitles him and such other relief as this Court may deem proper.

Respectfully submitted,

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Dated: May 14, 2007

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing Plaintiffs' First Amended Complaint was electronically filed and thereby automatically served on the parties indicated below. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

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