

OFFICIAL TRANSCRIPT OF PROCEEDINGS

Agency: Nuclear Regulatory Commission

Title: Investigative Interview of
T. Louis Austin, Jr.

Docket No.

LOCATION: Houston, Texas

DATE: Monday, October 23, 1989

PAGES: 1 - 45

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P R O C E E D I N G S

MS. VAN CLEAVE: For the record, this is an interview of Louis Austin, who is employed by Brown & Root. The location of this interview is Brown & Root, 4100 Clinton, Houston, Texas. The date is October 23rd, 1989, and the time is 10:55 a.m.

Present at this interview are: Myself, Virginia Van Cleave, Investigator for the Nuclear Regulatory Commission; and representing Brown & Root and Mr. Austin, Patrick Hickey with Shaw, Pittman, Potts & Trowbridge. The interview is being transcribed by the court reporter, Sandra Harden.

Mr. Austin, would you please stand and raise your right hand?

MR. AUSTIN: I don't know whether you want to keep it official, but that's my official name [tendering business card.]

MS. VAN CLEAVE: Okay, good idea. Whereupon,

T. LOUIS AUSTIN, JR.

was duly sworn and was interviewed and answered as follows:

MR. AUSTIN: I never worry about what anybody calls me, but when becoming involved with the Nuclear Power, you have to look up to the technical points.

MS. VAN CLEAVE: That's true. I probably should

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1 have asked, but I had looked at your transcript for the
2 Senate Subcommittee, and I don't remember that it had that
3 "T" in front of there. But I probably didn't look at it
4 very carefully.

5 EXAMINATION

6 BY MS. VAN CLEAVE:

7 Q. Mr. Austin, how long have you been employed at
8 Brown & Root?

9 A. Since August of '83.

10 Q. And have you been the president of Brown & Root
11 since that time?

12 A. Well, I was the president up until the first of
13 this year, and then I became chairman.

14 Q. As I told you on the phone, we are interested in
15 talking to you-- getting some information about your
16 meetings or telephone conversations that you had with a
17 former Brown & Root employee named Joseph Macktal. Are you
18 familiar with Mr. Macktal, or do you recall having
19 conversations or meetings with him?

20 A. Yeah, reasonably so.

21 Q. Okay. Do you have any records, either recordings
22 or business notes or anything that you were able to refresh
23 your memory about meetings with Mr. Macktal?

24 A. Nothing except what's in the file there. I think
25 Pat's got it.

1 MR. HICKEY: I imagine that you had been able to
2 confirm the meeting that you had with him in April of 1986
3 through a calendar that you had.

4 THE WITNESS: Yeah, that calendar-- Yeah. Okay.

5 A. [Continuing] I met with him twice.

6 Q. Okay. Do you recall who initiated contact? Was
7 that Mr. Macktal, or was that you?

8 A. No, Mr. Macktal did.

9 Q. Did he telephone you? Did he write you a letter?

10 Qr--

11 A. No, he called me.

12 Q. What do you recall the general discussion of that
13 telephone conversation or what Mr. Macktal said he wanted?

14 A. Yeah, I remember that part of it. We had a
15 special emphasis on at Comanche Peak to sort of improve the
16 morale up there, and so, Texas Utilities-- This was a Texas
17 Utilities emphasis. But I think this was all the
18 professional people. I don't think the crafts were
19 involved.

20 But they had-- They couldn't get everybody in one
21 room, so they had either two lunches or three lunches. At
22 that time, Joe George was the project manager for Texas
23 Utilities there, and Joe made a talk about everybody pulling
24 together and all like this and asked me to come up and make
25 a talk. So, we did that at lunch.

1 And I made some reference to lawyers.

2 THE WITNESS: [To Mr. Hickey] Present company.

3 A. [Continuing] And somebody had-- According to
4 Macktal, somebody had told him about this. And he called me
5 and said he didn't like lawyers either and could we meet.
6 That was...

7 Q. Okay. Do you recall about when that was?

8 A. Yeah, that was in-- What did we look up this
9 morning? --February of '86.

10 Q. And do you remember where you met with Mr. Macktal
11 that first time?

12 A. The first time, I went down to Cleburne-- I'm
13 pretty sure it was Cleburne. He picked me up, and we went
14 somewhere and had a hamburger or something.

15 Q. Okay. So, you flew into Cleburne or you drove
16 down to Cleburne--

17 A. Yeah, I flew into Cleburne. He met me at the
18 airport.

19 Q. Was anyone else present during that meeting?

20 A. Not at that meeting.

21 Q. So, it was just you and Mr. Macktal.

22 A. Yeah.

23 Q. What was the discussion at that time?

24 A. Well, he was claiming that he had gone to Safe
25 Team-- And I found out he had gone to Safe Team. --and

1 that he had been harassed by the Brown & Root supervision
2 because of expressing his safety concerns.

3 And I told him then, and I told him at the next
4 meeting and any phone calls, if he had any safety concerns,
5 we wanted to know about it because we wanted to build a safe
6 plant.

7 Q. What did he tell you regarding the purpose of his
8 asking to meet with you?

9 A. Well, the gist of it was he wanted his-- wanted a
10 job back. And after that meeting, we-- I didn't-- I
11 really didn't think he'd been harassed. But I remember one
12 thing he brought up in that meeting or a phone call or
13 another meeting was the reason he thought he was harassed,
14 his wife had some emergency and she had called the plant,
15 and he felt like they just didn't get that phone call to
16 him. Things like that.

17 I-- You know, large organizations, you don't
18 always get a phone call through, so... But I-- I was
19 trying to lean over backwards to help the guy. And he was
20 mad at all his lawyers. That's the reason for the first
21 phone call. And so, we offered him a job-- I think that's
22 part of the record. --back at Comanche Peak. We didn't
23 have anything to hide as far as safety was concerned. But
24 he didn't-- he decided not to take that job.

25 Q. Let's back up a minute. When he initially called

1 you, he had a Department of Labor case pending, did he not?

2 A. Yes, that's right.

3 Q. So, you say that he was mad at all his attorneys.
4 Did he say why?

5 A. Well, he-- Not exactly. He just-- He thought
6 they'd misled him or something. You'd have to get that from
7 him.

8 Q. I just thought maybe he had mentioned to you why
9 he--

10 A. Well, he did, but I just... I...

11 Q. Can't recall?

12 A. I wasn't too much interested in-- I felt sorry
13 for him, but I didn't-- I don't remember all the things
14 that he said there.

15 Q. Why did you agree to meet with him in Cleburne?

16 A. Oh, I just meet with anybody that wants to meet
17 with me at any time. I've done that for forty years. I've
18 probably got the most open-door policy of any chief
19 executive in the world.

20 Anti-nukes while I was-- You know that I was with
21 Texas Utilities?

22 Q. Yes, I understood that.

23 A. Anti-nukes came out and demonstrated in my front
24 yard one time. And instead of fighting them or anything, I
25 went out and invited them in for coffee.

1 Q. Did they come?

2 A. Yeah. I mean, two of them did. And then they
3 felt sort of guilty, it was a pretty cold morning, so they
4 went back out.

5 Just, anybody that calls me and wants to meet me,
6 I meet with them.

7 Q. Your policy is an open-door policy, and you are
8 saying you didn't really treat Mr. Macktal any different
9 than you would any other employee--

10 A. That's right.

11 Q. --that called you with a complaint?

12 A. No, I do that all the time. I had a guy call me
13 the other day. I called him back and left word for him to
14 call me. And he didn't, so I called him back again. [REDACTED]
15 [REDACTED] I didn't know him, just like I
16 didn't know Macktal. And finally, when I called this guy
17 back yesterday, his son or something called and said, "Well,
18 he's gone to California on a job."

19 And I said, "Well, I guess that's what he was
20 calling me about."

21 Q. So, you did not know Mr. Macktal when he initially
22 called you.

23 A. No.

24 Q. Were you aware that he had this suit pending?

25 A. I don't think I was. When he called and wanted to

1 meet on this, then I asked: Who is Macktal? But I may have
2 been in a meeting, you know, where a number of suits were--
3 But I don't recall knowing before he called.

4 Q. Did you check on the status of his suit before you
5 met with him?

6 A. Yes.

7 Q. Mr. Macktal has stated that he met with you here
8 at Brown & Root first.

9 A. No.

10 Q. You don't--

11 A. I don't ever remember Macktal meeting here.

12 Q. You don't recall Mr. Macktal coming here?

13 A. No. I really don't. I don't know why he would
14 have said that.

15 Q. Well, I don't either, and that's why I'm bringing
16 it up. If you checked your calendar, would you be able to
17 tell me the date you met with Mr. Macktal at Cleburne so we
18 could see whether or not we're talking about the same
19 meeting or different meetings or--

20 A. I think it was February the 20th.

21 MR. HICKEY: Does he give a specific date? Does
22 Macktal give a specific?

23 MS. VAN CLEAVE: Uh-huh. And that's February the
24 21st. So, he's saying he met here.

25 //

1 BY MS. VAN CLEAVE:

2 Q. Do you recall meeting Mr. Macktal here at the
3 Brown & Root offices?

4 A. I sure don't. But does he talk about meeting in
5 Cleburne, also?

6 Q. Uh-huh.

7 A. Maybe he did come down here, but I sure-- I don't
8 remember it.

9 Q. What I'd like to do, if you have your--

10 A. I don't think-- Well, yeah, there was something I
11 didn't understand on my calendar that said ten o'clock
12 Macktal on the 21st.

13 Q. Uh-huh.

14 A. And maybe he did come down here. And I thought
15 that-- I just never do clean up my calendars very good.
16 And I thought that was that meeting we had on the 20th.

17 MR. HICKEY: Well, if I can interject just a
18 moment, you had a recollection, though, of Mr. Macktal in
19 his red pickup truck--

20 THE WITNESS: I know I met him-- But she's--

21 MR. HICKEY: --picking you up.

22 THE WITNESS: But she's talking about three
23 meetings now.

24 MS. VAN CLEAVE: That's correct.

25 A. [Continuing] And maybe he did something that-- I

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1 can't remember that meeting. But there's something, now
2 that you've brought it up, triggers in my mind that he was
3 going to be in Houston and he was going to bring me
4 something or something. But that's-- I really don't
5 remember that.

6 Q. Okay. Well, we'll just talk then about the
7 conversations generally, rather than trying to say what was
8 spoken about here or what was spoken about in Cleburne.

9 Did you discuss the 210 claim that Macktal had
10 pending with the Department of Labor?

11 A. No, that-- I meet with folks, but every time I
12 meet with people like that, like on a first meeting, and I
13 tell them the first thing, "You know, I'm not familiar with
14 this. But I'll sit down and listen to your side of the
15 story. And then I'll go back and check on it."

16 And he told me his side of the story, which was--
17 See, it never was a safety issue as far as I was concerned.
18 He had taken his safety concerns to Safe Team, and the issue
19 was that he'd been harassed into first he asked to be
20 demoted from foreman back to craftsman, and then he finally
21 quit. And his issue always, to me, was that he was being
22 harassed because he'd taken his safety concerns to Safe
23 Team.

24 Q. Uh-huh.

25 A. And I didn't think he had, but as the record

1 shows, we offered him a job there. And then later on after
2 this second meeting-- Well, I'll wait until you get to
3 that.

4 Q. Okay. You said you offered him his job back. You
5 offered him his job back at Comanche Peak?

6 A. Yes.

7 Q. Did you offer him any back pay?

8 A. No, we did not offer him any back pay because he
9 had quit. Of his own volition as far as we were concerned.

10 Q. Did Mr. Macktal tell you he had not quit of his
11 own volition, that he was forced to?

12 A. Well, that was his claim, was he'd been harassed.
13 But he did quit. I mean, technically, he quit. But, yes,
14 that was his-- that was the reason he called me, that he
15 had been harassed into quitting.

16 Q. Did he name any names, or do you recall who
17 harassed him?

18 A. No.

19 Q. Did he--

20 A. Well, I believe he named some names, but I'm not
21 familiar with-- You know, I don't know all the 30,000
22 people who work for us, so their names, I was not familiar
23 with.

24 Q. You didn't take any notes during either of these
25 meetings?

1 A. [Shaking head.]

2 Q. "No"?

3 A. No. I forget, you got to put something there.

4 Q. I think she could probably say: He was shaking
5 his head no, but...

6 A. Yeah.

7 Q. During the initial meeting, Did Mr. Macktal make
8 any suggestions or have any ideas as to what he wanted from
9 you or from Brown & Root?

10 A. Yeah, I thought he wanted his job back.

11 Q. But you said that he told you-- or, he ended up
12 turning down your job offer.

13 A. Yeah, that's right. But I thought from the gist
14 of the conversation that first night that that was really
15 what he wanted. He was tired of fooling with lawyers and
16 all like this, and he wanted to go back to work.

17 Q. So, during that--

18 A. I guess I was wrong.

19 Q. During that meeting, did you say, "I'll let you
20 have your job back"?

21 A. No, I didn't. At a meeting like that, I-- I
22 don't know what I said. But at a meeting like that, I
23 always says, "Well, this is your side of the story, and
24 there's always two sides to every story. And I'll go back
25 and check it."

1 Q. When did someone offer him his job back?

2 A. That's in the record we've got. It's somewhere.

3 MR. HICKEY: It's March 13, is the date of the
4 letter.

5 MS. VAN CLEAVE: March 13th, 1986?

6 MR. HICKEY: Right.

7 MS. VAN CLEAVE: Was that formally through the DOL
8 hearing and through your attorneys, or...

9 MR. HICKEY: Well, it's in conjunction-- I think
10 it's part of the Department of Labor record. It's in
11 conjunction with the Department of Labor investigation, and
12 the letter is signed by a Brown & Root employee, the manager
13 of employee relations.

14 MS. VAN CLEAVE: May I see that, please?

15 [The requested document was tendered.]

16 BY MS. VAN CLEAVE:

17 Q. Now, this says: "This letter is to confirm the
18 unconditional offer of reinstatement communicated to you
19 last week by Mr. Louis Austin and Mr. Roy Watkins."

20 MR. HICKEY: Mr. Watkins is a Labor Department
21 employee.

22 MS. VAN CLEAVE: I understand.

23 A. Yeah, I guess I must have called him then. I
24 don't remember that conversation. But I had several
25 conversations with Mr. Macktal.

1 Q. You don't recall then specifically offering him
2 his job? You specifically offering him his job back.

3 A. I did, but I don't recall the conversation.

4 Q. Do you recall what he told you when you offered
5 him his job back?

6 A. No, not specifically. But I-- Each time I talked
7 to him, I felt like he was going to do something.

8 Q. What do you mean?

9 A. Well, I mean, I felt like he would take his job
10 back. But then he'd call back and-- He'd go and consult
11 with somebody and come back and say he didn't want it.

12 Q. When he told you he didn't want it, did he say
13 what he did want?

14 A. No.

15 Q. Did he say who he was consulting with?

16 A. No.

17 Q. Did he say he'd gotten advice from someone and,
18 therefore, he's not going to accept your offer--

19 A. No.

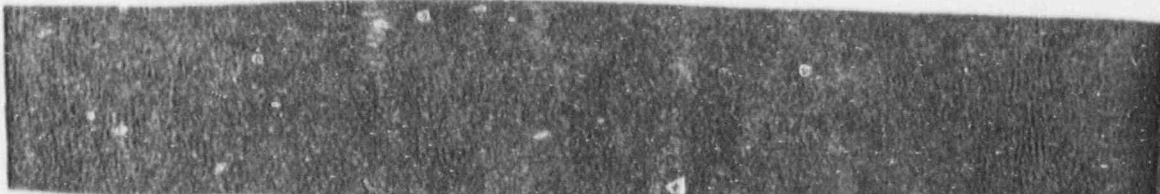
20 Q. --or anything like that?

21 A. No.

22 Q. Any indication as to why he turned down your
23 offer?

24 A. I can't remember. He may have. I think the guy
25 really is sort of a decent guy. ([REDACTED]

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Q. Okay. All right, let's go back to this meeting in February. Do you recall how you left the meeting with Mr. Macktal? You said earlier usually you get the employee's side of the story and then you say, "You know, there's two sides to every story." Do you recall what you told Mr. Macktal at that time?

A. I don't recall exactly, but what I would have said would be, "Okay, this is your side of the story. I'll go back and check on it and get back with you."

And that's what-- I went and checked on it and got back with him and offered him his job back.

Q. So, you believe that there was a telephone conversation in here somewhere between-- And again, I have three meetings from Mr. Macktal. Mr. Macktal told me there were three meetings.

A. Okay.

Q. So, we'll need to check on that if you have any record that could clarify that for me.

The indication would be, by the date of this letter, that there was a phone conversation from you to Mr. Macktal between the first and second meeting.

MR. HICKEY: Well, it depends on what--

1 MS. VAN CLEAVE: Yes, that's correct.

2 MR. HICKEY: --yeah, what meetings you're calling
3 the first and second.

4 MS. VAN CLEAVE: Right. And--

5 MR. HICKEY: Which Mr. Austin has said he really
6 only remembers two meetings.

7 MS. VAN CLEAVE: Right.

8 THE WITNESS: But I can't deny that other meeting.
9 Because there's something--

10 MR. HICKEY: Well, you can't deny it, but you
11 can't affirm it.

12 THE WITNESS: Yeah.

13 MR. HICKEY: You don't recall--

14 THE WITNESS: That's right.

15 MR. HICKEY: --having a meeting with him here at
16 Brown & Root.

17 MS. VAN CLEAVE: But if we go back to Mr. Austin's
18 calendar using the dates Mr. Macktal has provided, maybe
19 perhaps we can confirm whether or not three meetings took
20 place.

21 MR. HICKEY: Well, no. All he can confirm is that
22 his calendar has an entry that says: On the 21st of
23 February a meeting with Macktal. But he doesn't remember
24 the meeting taking place. He thinks it took place the night
25 before, the 20th.

1 THE WITNESS: I just checked my March calendar,
2 and I don't have anything on there. I still remember it as
3 coming through Cleburne from somewhere. And I just-- With
4 that February entry on my calendar, I just assumed it was--

5 But all I remember is: I came through Cleburne
6 and met him.

7 BY MS. VAN CLEAVE:

8 Q. Do you have anything unusual or anything you can't
9 explain on your calendar for sometime around March the 25th,
10 1986?

11 A. Well, it looks like I was in Florida. But
12 sometimes I come home early from meetings.

13 MR. HICKEY: Or Alaska-- Oh, Florida was the
14 Southeast.

15 THE WITNESS: Florida, yeah.

16 BY MS. VAN CLEAVE:

17 Q. Business trip?

18 A. Yeah. It was a-- the southeast utilities have a
19 meeting down there every year, and we build power plants for
20 people in the southeast.

21 Q. When you met with Mr. Macktal at Cleburne, was
22 that in a company plane?

23 A. Yes.

24 Q. Did you fly down there in a company plane?

25 A. Yes.

1 Q. Would they not have records of when you were--
2 where you were and--

3 A. Yeah, I guess we might.

4 THE WITNESS: Make a note of that.

5 Q. I'd really like to clarify this.

6 A. And I'll also check to see if I can verify whether
7 I went to the Southeastern Exchange. I always put more
8 things on my calendar--

9 Q. Than you can do?

10 A. --than I can do. And at the last minute, I decide
11 which one I'm going to do.

12 Q. Okay. All right, if you could--

13 A. So, I'm not trying to dodge your questions. I'm
14 trying to be helpful.

15 Q. No, I understand that. I just-- I would like to
16 confirm or deny--

17 A. Yeah. But I did meet Mr. Macktal in Cleburne.
18 And I don't specifically remember when it was. But in
19 trying to go through my notes, I picked that date. Now, I
20 could be wrong.

21 Q. I believe we can probably substantiate it or get a
22 better idea either by your company jet's records or your
23 personal travel records. You do file for travel expenses
24 and that kind of thing.

25 A. Yeah, but I wouldn't-- Okay, yeah, we'll do the

1 best we can.

2 Q. You should have some information as to whether or
3 not you were in Florida. It might not tell you that you
4 were in the Cleburne airport, but at least you'd know you
5 were in Florida.

6 A. Yeah. Well--

7 MR. HICKEY: Is there something specific about the
8 25th that enables Mr. Macktal to affix the date that would
9 help us?

10 MS. VAN CLEAVE: I think that he started to keep a
11 record because he told me that the 21st he was not 100-
12 percent certain, it could be the 20th.

13 MR. HICKEY: Of February. That's the February.

14 MS. VAN CLEAVE: That's the February meeting. But
15 he has specifically named the other times to me, and I don't
16 know exactly if he's relying on memory or if he kept some
17 notes or when he prepared the notes that he does have. He
18 is adamant that he met with Mr. Austin three times.

19 THE WITNESS: I know I met with him twice, and he
20 might have brought something by here or something.

21 MS. VAN CLEAVE: If someone could just check on
22 that for me, I would like to clear it up. I'd appreciate
23 it.

24 MR. HICKEY: Uh-huh.

25 //

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CASE NO. 4-89-008

1 BY MS. VAN CLEAVE:

2 Q. This letter went to Ms. Billie Garde from Brown &
3 Root. When you talked to Mr. Macktal, was he aware that
4 that letter had been sent to Ms. Garde? Did he mention that
5 letter?

6 MR. HICKEY: Which time that he talked to him--

7 A. My recollection--

8 MS. VAN CLEAVE: Well, we're going to have
9 problems since his recollection and Mr. Austin's don't
10 correlate because he says that he met with Mr. Austin March
11 the 5th, which would be after that letter, in the Cleburne
12 area.

13 MR. HICKEY: Right.

14 MS. VAN CLEAVE: So, you know, that--

15 MR. HICKEY: I was just unclear about the meaning
16 of your question to Mr. Austin. When Mr. Austin talked to
17 Mr. Macktal at Cleburne? Was that what we're talking about?

18 MS. VAN CLEAVE: Or by telephone. I believe he
19 said he had some conversations with Mr. Macktal by
20 telephone. And I was curious to know if Mr. Macktal had
21 said anything about his lawyer, Ms. Garde.

22 A. No, when I met with him the first time, he was
23 talking about some Dallas lawyers that were representing
24 him. I don't remember the names. But they could have
25 been-- You know, this was the GAP group-- I can't tell

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1 you. I just remember something about Dallas lawyers, but
2 all of my stuff is foggy.

3 Q. Okay.

4 A. But I am pretty sure that we offered him
5 employment in that letter after I met him, and he says not.

6 Q. Well, now, that's not necessarily true. He says
7 there was meeting February 21st or 20th, but another meeting
8 in Cleburne on March the 25th, which would be after this.
9 And then another meeting in April.

10 A. Yeah.

11 Q. So, you've got two meetings after the date of this
12 letter, I guess formally offering his job back, and a
13 meeting, whether it was here or there, one prior to this
14 time. And the letter-- This letter indicates that you were
15 the one to make him an offer of reinstatement.

16 A. Well, that's the reason I-- I just-- That's the
17 way I would have done business. That's the way I remember
18 doing business. I listened to his complaints and didn't--
19 you know, said, "There's two sides to every question, but
20 I'll check into them." And I checked into it and felt that
21 he had not been harassed but just, giving him the benefit of
22 the doubt, called him and offered him a job and confirmed it
23 by letter.

24 Q. Do you recall how you checked into it? Do you
25 recall if you-- Do you have an assistant or someone that

1 you might have asked to look into the matter for you?

2 A. Oh, I just called the people up at Comanche Peak
3 and said, "What's going on here?" In his record up there,
4 these interviews, they sent me all those interviews where he
5 had come in and-- first, voluntarily to say he ought to go
6 back to a craftsman instead of a foreman and then resigning.

7 Q. What about the Safe Team? Did you get a copy of
8 the Safe Team investigation?

9 A. Huh-uh.

10 MR. HICKEY: What was your answer? Did you say,
11 "No"?

12 THE WITNESS: But-- Okay, now, let's--

13 MR. HICKEY: I just didn't hear you. I heard
14 you--

15 THE WITNESS: Did I get a copy of the Safe Team.

16 MR. HICKEY: Yes.

17 THE WITNESS: No.

18 MS. VAN CLEAVE: Okay.

19 MR. HICKEY: I didn't think it was on the record.
20 I heard you say something softly, but I couldn't determine
21 what it was.

22 A. [Continuing] Because I really wanted-- In my
23 mind all this time, it wasn't a question of safety even
24 though in that later meeting he brought up some other safe
25 things that Glen Magnuson made notes of. Because I kept

1 saying, "If you've got anything unsafe, let us know about
2 it." And his argument-- or, his talking at me was that he
3 wanted work because he'd been harassed into quitting or
4 something. And I figured there was Safe Team-- Safe Team
5 was set up by Texas Utilities so guys like me can't get the
6 record and fire somebody.

7 Q. Did Mr. Macktal indicate to you during these first
8 one or two meetings that he had any additional safety
9 concerns that he had not expressed to either Safe Team or to
10 the NRC?

11 A. He did at that second meeting. He may have
12 mentioned them at the first, and that's the reason I said,
13 "What are they?" And, "Why don't you take them to Safe
14 Team?"

15 Q. Why did you make this offer to Mr. Macktal if you
16 felt like his concern, if you will, was inaccurate or
17 unjustified, that he was not harassed or intimidated? Why
18 did you make the offer to him to give him his job back?

19 A. I thought he was a nice little guy, and if there's
20 some-- You know, you never can make a complete accurate
21 investigation of anything. Maybe you can, but I can't. And
22 if there was some something I'd overlooked or something,
23 we'd go and offer him his job back.

24 Q. Is your statement then that you wanted to give
25 him the benefit of the doubt?

1 A. Yes. I think I said that a minute ago.

2 Q. I just want to be sure I understand.

3 A. Yeah.

4 Q. Was that your decision?

5 A. Yes.

6 Q. Did you get any input from your attorneys who were
7 representing Brown & Root on Mr. Macktal's Department of
8 Labor case?

9 MR. HICKEY: You can answer that, but you don't
10 want to indicate what you were told by your attorneys or
11 what you discussed with your attorneys.

12 A. I discussed it in general with them, yes.

13 Q. But this was your decision, to offer Mr. Macktal
14 his job back;--

15 A. Yes.

16 Q. --is that correct?

17 Now, you've indicated to me, we don't know exactly
18 when or how many times you talked to Mr. Macktal, but you've
19 indicated that you did talk to him at some point after this
20 letter went out. Do you recall whether or not he called you
21 or you called him? Do you recall how you know that he
22 turned down your job offer?

23 A. No, I don't recall that.

24 Q. There was another meeting in April of 1986. Do
25 you recall who initiated that meeting?

- 1 A. No, I don't.
- 2 Q. Where did that take place?
- 3 A. In Stephenville.
- 4 Q. Where in Stephenville?
- 5 A. In some motel there.
- 6 Q. Could that be the Holiday Inn?
- 7 A. Could be.
- 8 Q. And who was present during that meeting besides
9 yourself and Macktal?
- 10 A. Glen Magnuson.
- 11 Q. You said earlier that Mr. Magnuson took some
12 notes?
- 13 A. I think he did, yes.
- 14 Q. Do you have copies of those by any chance?
- 15 A. No.
- 16 THE WITNESS: Do you have copies of those?
- 17 MR. HICKEY: Well, she's asking if you do.
- 18 A. [Continuing] I don't.
- 19 Q. Do you know if Mr. Magnuson has copies of those
20 notes or if they're available--
- 21 A. I'm going to leave that up to him.
- 22 Q. Do you know if they're available anywhere at Brown
23 & Root?
- 24 A. We'll see.
- 25 Q. Okay. If you would check and see whether or not

1 those notes are-- if they still exist, if they're still
2 here at Brown & Root, I'd appreciate it.

3 A. We'll check.

4 MR. HICKEY: I would think, if they exist, they
5 may-- And I think they do. I think they're probably
6 privileged.

7 BY MS. VAN CLEAVE:

8 Q. Then Mr. Magnuson was there as official counsel
9 representing Mr. Austin and/or Brown & Root?

10 A. Brown & Root.

11 Q. Okay. What was the gist of your discussions at
12 that meeting in Stephenville with Mr. Macktal?

13 A. The gist of the thing-- The gist of the meeting,
14 excuse me, was still that Mr. Macktal thought he'd been
15 discriminated against and harassed and all. And I was just
16 trying to be fair and say, "Well, if you don't want to come
17 here, we'll offer you a job somewhere else."

18 And he voiced some of his safety concerns. And I
19 said, "We'll check them out." And came home, checked on it,
20 and eventually we made him another offer.

21 Q. Do you have any records of the safety concerns
22 that he told you about at that meeting?

23 A. Unless Magnuson-- I don't have them.

24 Q. How about Brown & Root? Did you, or Mr. Magnuson
25 perhaps, make a list of any safety concerns that Mr. Macktal

1 had and provide them to someone at the site?

2 A. Yeah, we checked-- Anything that he said, we
3 checked out at the site. Now, whether it was verbal or
4 whether it was all in writing-- But we will find out what
5 we got.

6 Q. All right.

7 A. And what's not privileged and all, I'll defer to
8 my lawyer.

9 Q. I would like to know what type of safety concerns
10 Mr. Macktal mentioned to you at that meeting, if you have
11 any notes or anyone at Brown & Root--

12 A. I can't recollect the specific things, but he did
13 talk about those because I'm not an electrical engineer.

14 Q. Did he tell you why he had declined your offer to
15 give him his job back?

16 A. I don't remember.

17 Q. What brought up-- Or, who, to your recollection,
18 brought another job offer in another location? Was there
19 some indication that you thought he would accept a job
20 somewhere else?

21 A. Yeah, but I can't remember the conversations. I
22 had an indication that he didn't want to go back to Comanche
23 Peak but he might want employment somewhere else.

24 Q. And what did you tell him about employment
25 elsewhere?

1 A. I can't remember what I said, but I always say,
2 "I'll check on it." I never make any promises on the site.

3 Q. You said you did subsequently make him an offer
4 elsewhere. Do you recall how you did that or--

5 MR. HICKEY: I don't think that was his testimony.
6 What he said earlier was that he had talked about the
7 possibility that he had considered offering him a job
8 somewhere else. I'm not sure that he testified that he had
9 made an offer to Mr. Macktal to go somewhere else. But
10 maybe you can ask him.

11 MS. VAN CLEAVE: Okay.

12 BY MS. VAN CLEAVE:

13 Q. Did you make an offer to Mr. Macktal of a job
14 elsewhere?

15 A. I finally-- And I don't remember where this was.
16 --offered him-- I think this was on the phone. --to pay
17 him his back wages and to find him a job somewhere else.

18 Q. So you did make such an offer.

19 A. Yes.

20 Q. By telephone. And this was after the April--

21 A. To the best of my recollection, it was after--
22 Was it April 6th?

23 Q. The date I have is April the 12th.

24 A. Okay.

25 Q. Again, you know, these dates could be--

1 A. Yeah. Whenever it was.

2 Q. --a day or two--

3 A. The best of my recollection, it was after that
4 second meeting or third meeting, whichever it was.

5 Q. But you did make him an offer of back pay and a
6 job elsewhere. Do you recall if there was any specific
7 location that you offered to him?

8 A. I don't recall whether I did or not.

9 Q. What was his response?

10 A. He said he'd check on it. And then he-- And some
11 of these times-- It all gets confusing. Just like that
12 one, whether he said he wouldn't take that one or whether
13 somebody reported back that Billie Garde or some of his
14 lawyers told us he didn't want it.

15 Sometimes he'd call back, and sometimes we'd get--
16 I'd get word through his-- through whatever chain he was
17 in.

18 Q. Uh-huh.

19 A. But I got word back that he didn't. Either he
20 called me or I was informed that he did not want to do that.

21 Q. So, it's possible that this declination, either
22 the first declination or the second declination, could have
23 come through his lawyers or through some other--

24 A. Yeah. It's my recollection that the first
25 turndown of the job at Comanche Peak, that he called back.

1 But I can't-- That's the best of my recollection.

2 Q. And I believe you've already said, correct me if
3 I'm wrong, that he did not give you a reason--

4 A. Not that I remember.

5 Q. --that you recall.

6 Now, back to the meeting in Stephenville, what
7 type of indication, if any, did Mr. Macktal give you as to
8 what he wanted? You know, you've had numerous conversations
9 and at least two meetings. I mean, he must have wanted
10 something.

11 A. Well, obviously, I was wrong, but I really kept
12 meeting with him because I thought he really wanted to put
13 all this behind him and go back to work somewhere. I
14 thought he was tired of lawyers. That's what started the
15 whole thing.

16 Q. But you made, to your recollection, at least two
17 offers to him which he or his attorneys declined.

18 A. That's right.

19 Q. When you telephoned-- I believe you said you
20 telephoned him to make this other offer to him and he would
21 get back to you. Did he call you back? Do you recall
22 whether or not he--

23 A. That's-- I recollect more firmly that he called
24 rejecting this one [indicating] than I do that he was the
25 one that called rejecting the back pay and the-- and a job

1 somewhere else.

2 Q. Do you have anything in writing regarding that
3 other offer of back pay and a job elsewhere?

4 A. I don't think we had that. I think that was by
5 phone.

6 Q. So, then your recollection is--

7 A. We'll check it.

8 Q. --that this may have been an offer from you to
9 him--

10 A. Yes.

11 Q. --verbally?

12 A. Yeah, it was an offer verbally from me. That
13 offer was--

14 Q. Well, this is a letter, I guess, confirming some
15 type of verbal offer.

16 A. Yeah.

17 Q. So I wondered if you had another letter confirming
18 this other offer.

19 A. No, I don't-- To the best of my recollection, we
20 didn't confirm that one.

21 Q. That second offer. All right.

22 A. In the-- You know this better than I. In the
23 nuclear process, you've got to confirm-- you know, you've
24 got to document everything. So, we documented that we had
25 offered him a job back at Comanche Peak. Because we had

1 nothing to hide anyhow.

2 Over here, I felt it was sort of outside of
3 Comanche Peak. It was just we were offering him back--
4 That was wrong thinking because we were offering him back
5 pay.

6 Q. That's what I was about to say: Wouldn't that be
7 in settlement of his--

8 A. That's right. But I-- But best of my
9 recollection, we did not. We'll look in the files and see.

10 Q. So, would that not have been-- That was going to
11 be my next question. By paying him back pay and/or offering
12 him a job elsewhere, would that not have been effective
13 settlement of his Section 210 suit?

14 A. That definitely was. In other words, yes. And I
15 made this on the phone, "We'll offer you a job somewhere
16 else, and we offer you your back pay. But that's
17 conditional upon you dropping your labor"-- See, these were
18 labor charges he had, not safety charges.

19 Q. I understand.

20 A. That's correct.

21 Q. That's what I said, the Section 210 DOL suit.

22 A. I don't understand all these--

23 Q. I don't either.

24 A. --210s and all these things.

25 You're-- That's correct.

1 Q. The DOL suit was filed under Section 210 of the
2 Energy Reorganization Act. So, in settlement of his suit,
3 you offered him back pay and a job elsewhere.

4 Did you place-- Other than telling him that he
5 had to drop that suit, did you place any other conditions on
6 his acceptance of your offer?

7 A. No.

8 Q. Did you tell him or ask him to denounce, fire, or
9 in any way sever his relations with GAP?

10 A. Not to my recollection. But settling-- I mean,
11 dropping his charges was. I don't know what he had GAP for
12 then.

13 Q. Do you recall making any specific mention of GAP
14 or Ms. Garde or any of the other attorneys, Mr. Folsman? I
15 don't know who else might have--

16 A. I really don't.

17 Q. --represented him.

18 A. I don't recall anything like that. I'm always
19 making remarks about lawyers, but I don't recall anything in
20 this case.

21 Q. Any other conditions that you recall placing on
22 him? Did you give him a deadline? This letter here for the
23 initial offer gives a seven-day deadline to respond. Do you
24 remember if you gave him a deadline in responding to that
25 second offer?

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1 A. I don't remember.

2 Q. Would you have mentioned anything about the
3 deposition? It was my understanding that he was scheduled
4 to give a deposition in his Department of Labor suit shortly
5 after the meeting you had in Stephenville and the phone
6 conversation to which you're referring. Did you mention his
7 deposition or anything about that?

8 A. I don't remember, but I could have because it
9 was-- You know, that was an offer to settle that suit.

10 Q. Is it possible then that you mentioned to him that
11 he would have to accept this offer, if he was going to
12 accept it, before he made his deposition to the Department
13 of Labor?

14 MR. HICKEY: Well, you're not asking him to
15 speculate about that meeting. You're asking if he has any
16 recollection of making such a--

17 A. I don't. I really-- I don't remember that.

18 Q. You don't remember making such an offer, or you
19 don't remember mentioning the deposition? Or both?

20 MR. HICKEY: Well, he testified--

21 A. Yeah, I made the offer.

22 MR. HICKEY: --he made the offer.

23 A. [Continuing] I don't remember the conversation
24 about the deposition.

25 Q. So, to the best of your recollection, if I

1 understand you, the only thing you mentioned to him was
2 dropping his Department of Labor suit as a condition of
3 accepting this second offer; is that accurate?

4 A. Yes.

5 Q. Did you mention to him anything about testifying
6 either before the Atomic Safety Licensing Board or the NRC
7 or testifying on behalf of any of the intervenors? Do you
8 recall if that was a topic of any conversation with Mr.
9 Macktal?

10 A. No, I don't remember that. No.

11 Q. Okay. If Mr. Macktal states that you told him
12 that you did not want him to testify before the Atomic
13 Safety Licensing Board as a condition of this offer, do you
14 recall whether or not that statement might be true?

15 A. I don't recall that. I made an offer to settle a
16 labor case, and I just don't remember any conversation about
17 all this other.

18 Q. Did you feel that Mr. Macktal's concerns-- By
19 that time, did you feel that Mr. Macktal's concerns had some
20 merit?

21 A. The safety concerns or the harassment concerns?

22 Q. Either one.

23 A. Anything he had said or anything he'd taken to
24 Safe Team had been checked out, and I felt that none of
25 those concerns were valid.

1 And the harassment concerns, I didn't think were
2 valid. But again, I was leaning over backwards to try to be
3 fair.

4 Q. Since he or his attorney on his behalf had
5 apparently declined the first offer, why did you make the
6 second offer?

7 A. Again, trying to be fair to the guy.

8 Q. Did you have any other motives in making him that
9 offer, anything you wanted covered up?

10 A. No-- No way-- No. I don't cover up things in my
11 life.

12 Q. How much money do you recall-- I don't know if
13 you do or not. Do you recall how much money was involved in
14 that back-pay offer?

15 A. No, I don't. We can-- Somebody figured it for
16 me. We can get that.

17 Q. What about his attorneys? Did you make any kind
18 of an offer to settle his legal fees? It's my understanding
19 that he had quite a bit of money tied up in legal fees.

20 A. I don't remember that. I'm saying I don't
21 remember one way or the other.

22 Q. I understand.

23 You don't remember whether you made an offer to
24 cover his legal fees.

25 A. No.

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1 Q. He told you, if I understand your testimony, that
2 he would get back to you. Do you recall if you spoke with
3 Mr. Macktal after that conversation?

4 A. That's the one that's really foggy. I don't
5 remember whether he specifically got back to me or I had
6 heard-- our lawyers heard through the channels that he
7 declined that.

8 Q. Is there anything in writing anywhere at Brown &
9 Root or your lawyer's offices or anywhere declining that
10 offer?

11 A. I don't know. Because after I heard about that, I
12 really dropped it personally completely. All the rest of
13 it, the lawyers took care of.

14 Q. So then, your testimony is that, at that point--
15 either that conversation where you said you telephoned him
16 and made the offer or if there was another phone call by Mr.
17 Macktal to you, at that point, did you have any further
18 contact with Mr. Macktal, to your recollection?

19 A. No. I really can't remember any further contacts
20 with him. Does he claim we did?

21 Q. [Shaking head.]

22 A. Okay. The next time I saw him was at this hearing
23 in Washington several weeks ago. Months ago, I guess, now.

24 Q. That was months ago at this point.

25 A. Yeah, that's right.

1 Q. Yeah, I was at those hearings myself.

2 A. Oh, were you?

3 Q. Didn't know this was going to take six months
4 to--

5 A. I didn't either.

6 Q. --to settle.

7 Did you speak with him at those hearings?

8 A. I remember trying to, and I think I did. But we
9 were [gesturing]. I just said, "Hey, Joe," or something
10 like that. Because I still like the guy. I don't know why.

11 Q. Did you ever tell Mr. Macktal, at any time, that
12 you believed that Brown & Root would lose the Department of
13 Labor case should it come to-- I don't know what they call
14 it. I guess, a hearing.

15 A. Not to my recollection.

16 Q. You don't recall telling him that?

17 A. I normally wouldn't say anything like that, and I
18 don't remember saying anything either.

19 Q. Do you remember saying anything to him that he
20 might get the impression that he had a good chance of
21 winning his suit?

22 A. No, I didn't. I don't recall anything like that.

23 Q. I want to reiterate a couple of final points here.
24 I realize I've already asked these in other words.

25 A. That's all right. I want you to be satisfied.

1 Q. Did you ever tell Mr. Macktal that, either as a
2 condition of accepting any of these offers or for any--
3 during any other conversation, that you did not want Mr.
4 Macktal to testify before the ASLB, Atomic Safety Licensing
5 Board, before the NRC, or have any further dealings with
6 CASE, GAP, or any of the other intervenors?

7 A. I don't remember a statement like that.

8 Q. Did anyone else, either an employee of Brown &
9 Root or an employee of Texas Utilities, meet with Mr.
10 Macktal, to your knowledge and at your request, concerning
11 settling his case? This is other than your lawyers and--

12 A. Yeah, I was going to say--

13 Q. Other than your lawyers. You know, like anyone in
14 your employ or anyone that you might have asked to meet with
15 Mr. Macktal regarding his case.

16 A. I was trying-- I don't remember that. But in
17 that first deal, I could have told him, "Why don't you go
18 back and talk to our personnel people? Why don't you do
19 this?" But I don't remember that. I'm just leaning over
20 backwards again. Get me in trouble.

21 Q. In fact, Mr. Macktal has said that you did suggest
22 something to the personnel manager or something.

23 A. You know, I--

24 Q. Is this your standard kind of thing?

25 A. Yeah, that's my standard thing. That's correct.

1 Q. But you don't have any specific recollection of
2 this applying--

3 A. No.

4 Q. --exactly to Mr. Macktal. Just that this is your
5 usual operation. All right.

6 A. This whole thing is my usual operation. Nobody
7 ever believes it, but it is.

8 Q. Oh, I don't know. I heard you talk before the
9 Senate. I heard your testimony. You didn't have much
10 anything good to say about attorneys, did you?

11 A. No. I guess you were there when I told them:
12 "Why don't you just go ahead and beat on me? I get paid for
13 that, and you've got to beat on somebody."

14 Q. Okay. Did you have anything to do with the final
15 settlement that was arrived at to provide Mr. Macktal with--
16 I believe it was ~~\$25,000~~ no, ~~(\$15,000)~~ I'm sorry, and his
17 attorneys ~~\$20,000~~ to settle his Department of Labor case?
18 Did you have any specific input into that settlement?

19 A. No.

20 Q. You're aware, of course, that that settlement has
21 created some consternation.

22 A. Yes. Oh, after-- No, that's-- After all this,
23 it's like all these other things. You know, we settle cases
24 around here. We're probably settling five cases today.
25 You've got to stand in line to sue Brown & Root. And I

1 don't go into the details of things once I've done all I can
2 do to settle them.

3 Q. Did you feel like you'd done everything you could
4 do at that point?

5 A. I really thought I'd done more than I needed to
6 do. To satisfy my mind that we'd treated the guy fairly.

7 Q. And that was your motivation behind the
8 conversations with Mr. Macktal, I believe you said.

9 A. That's right.

10 Q. The language that appears in the settlement
11 agreement, that's also got everyone kind of upset. Do you
12 recall who or do you know who put that language in the
13 settlement agreement?

14 A. No. I heard about that when I was getting ready
15 for the hearings up there.

16 Q. Was that the first you'd heard of it?

17 A. That specific language, yeah.

18 Q. The specific language saying that he would not
19 testify before the ASLB unless he was subpoenaed, and if he
20 was subpoenaed, he would--

21 A. Well, I don't know whether it was just right at
22 the hearings, but I didn't hear about it-- When did he sign
23 that settlement?

24 Q. Sometime around Christmas '86 or New Year's '87.
25 I can't remember the exact day. Somewhere around there.

1 A. I may have heard about it six months before the
2 hearings or something, but I didn't know-- I've forgotten
3 Macktal.

4 Q. All right. So, you were not-- Your testimony is
5 that you were not responsible for putting that language in
6 there, and you're not familiar with how that occurred; is
7 that correct?

8 A. That's correct.

9 MS. VAN CLEAVE: I don't have any further
10 questions.

11 MR. HICKEY: Can I just clarify one point?

12 MS. VAN CLEAVE: Please.

13 MR. HICKEY: Did you mention that Mr. Macktal's
14 recollection was that the meeting at the motel in
15 Stephenville was on April 12th?

16 MS. VAN CLEAVE: Yes.

17 MR. HICKEY: Okay. Because Mr. Austin's calendar
18 reflects April 5, which is a--

19 THE WITNESS: He just missed one Saturday.

20 MS. VAN CLEAVE: Well, it's exactly a week, isn't
21 it?

22 I would like to have on the record that you have
23 agreed to look and see what type of records Brown & Root
24 might have available concerning the actual meetings that
25 took place between yourself and Mr. Macktal and any

1 documentation on the job offers or back-pay offers or any
2 other offers made to Mr. Macktal. Any records that you
3 might have regarding these meetings, personal notes or
4 anything like that.

5 THE WITNESS: You got a--

6 MR. HICKEY: I've got the items.

7 MS. VAN CLEAVE: Okay.

8 Mr. Austin, have I or any-- threatened you in any
9 manner or offered you any rewards in return for this
10 statement?

11 THE WITNESS: No.

12 MS. VAN CLEAVE: Have you given this statement
13 freely and voluntarily?

14 THE WITNESS: Yes.

15 MS. VAN CLEAVE: Is there anything further you
16 care to add for the record?

17 THE WITNESS: No.

18 MS. VAN CLEAVE: Okay, thank you very much.

19 THE WITNESS: Thank you.

20 MS. VAN CLEAVE: Off the record.

21 [Whereupon, at 11:58 a.m., the statement of T.
22 LOUIS AUSTIN was concluded.]

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REPORTER'S CERTIFICATE

I hereby certify that the proceedings and sworn statement herein contained are fully contained in the notes and tapes of the sworn statement of T. LOUIS AUSTIN, JR., October 23, 1989, before the NUCLEAR REGULATORY COMMISSION OFFICE OF INVESTIGATIONS and that this is a true and correct transcript of the same.

Sandra Hardeh
SANDRA HARDEH, Reporter

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REPORT OF INTERVIEW
WITH
DAN M. BERKOVITZ

BERKOVITZ was interviewed by telephone on July 24, 1989, by Nuclear Regulatory Commission (NRC) Investigator Virginia Van Cleave. BERKOVITZ, assistant counsel to the Committee on Environment and Public Works for the United States Senate, stated that last Thursday, (July 20, 1989), Billie GARDE, formerly an attorney with the Government Accountability Project (GAP), was relieved of her attorney/client privileges regarding Joseph J. MACKTAL by the Senate committee. Following this Senate committee decision, GARDE provided BERKOVITZ with what she represented to be all documents concerning her previous attorney/client relationship with MACKTAL. Although BERKOVITZ stated he was uncertain if the attorney/client privilege waiver extended to those outside the Senate, he said he would send Investigator Van Cleave copies of his notes taken during his discussion with GARDE on July 20, 1989.

BERKOVITZ stated that the only document regarding MACKTAL's dealings with Louis AUSTIN, president of Brown & Root (B&R), provided by GARDE was a chronology prepared by MACKTAL which BERKOVITZ had previously provided to Investigator Van Cleave. BERKOVITZ stated that GARDE told him that MACKTAL initiated contact with and preferred to deal directly with AUSTIN concerning his suit against B&R pending before the Department of Labor (DOL). MACKTAL allegedly told GARDE there were several meetings and telephone conversations between himself and AUSTIN. GARDE stated that MACKTAL did not initially tell her about these meetings, which she found out about when she reviewed his affidavit prepared for the DOL hearing. At that time, she stated she told MACKTAL to tell her everything concerning his dealings with B&R officials. As a result, he prepared the aforementioned chronology. GARDE further stated, according to BERKOVITZ, that MACKTAL had never told her that AUSTIN either threatened him or forbade him to testify before the NRC or any other body reviewing matters at Cononche Peak Steam Electric Station (CPSES). BERKOVITZ stated that GARDE said the only condition MACKTAL mentioned to her was that AUSTIN requested he [MACKTAL] publicly renounce GAP as his attorneys.

According to BERKOVITZ, GARDE stated that approximately 6 weeks prior to the scheduled DOL hearing she began to lose faith in MACKTAL and his credibility. She stated she was aware that the law firm representing B&R would be questioning MACKTAL about his demands for money from AUSTIN and she was uneasy about this issue. MACKTAL told her that at one meeting with AUSTIN, an attorney was also present who carried a briefcase full of money. GARDE told BERKOVITZ she found that contention of MACKTAL's to be unlikely. GARDE stated that MACKTAL, to her knowledge, had told the NRC of all his concerns prior to settlement of the DOL case. She denied that she had ever told MACKTAL to withhold any safety concerns from the NRC and further stated that she did not believe that MACKTAL had any additional legitimate safety concerns regarding CPSES.

[REDACTED]

GARDE stated that she weighed all these matters and determined that MACKTAL did not have a valid legal or factual case against B&R, so she recommended to


Information in this record was deleted
in accordance with the Freedom of Information
Act, exemptions 6 & 7C

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MACKTAL that he settle the case as soon as possible. She stated that she believed B&R was willing to settle simply because it was less expensive to them in the long run to pay MACKTAL ~~(\$35,000)~~ than to engage in extended legal action.

BERKOVITZ stated that DOL ruled last week on the POLIZZI case, which also involved CPSES, that the clause in his agreement prohibiting him from providing voluntary testimony at hearings regarding CPSES was unenforceable and contrary to public policy. DOL also intimated that, should they become aware of any other such agreements, they would also be considered unenforceable. BERKOVITZ stated that the entire matter of these types of settlement agreements was referred to the Department of Justice (DOJ), but he was unaware of what action, if any, DOJ had taken on this case. He stated that it was possible that DOJ was waiting final outcome of the NRC investigation of the MACKTAL/AUSTIN contacts.

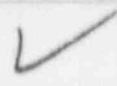
This report prepared from investigator's notes dated July 24, 1989.



Virginia Van Cleave, Investigator
Office of Investigations Field Office, RIV



AIRCRAFT USE REPORT



INSTRUCTIONS: USER OR SENIOR MEMBER OF USING GROUP TO COMPLETE IN ACCORDANCE WITH DIRECTIONS ON REVERSE SIDE AND SUBMIT TO THE OFFICE OF THE CORPORATE SECRETARY.

(1) FLIGHT INFORMATION					
HOST T. Louis Austin, Jr.		DATE March 31, 1986		POINT OF ORIGIN Houston, Texas	
DESTINATION Dallas, Texas		INTERMEDIATE STOPS Cleburne, Texas			
DEPARTURE DATE March 31, 1986		DEPARTURE TIME 1230		RETURN DATE March 31, 1986	
				RETURN TIME 1900	
AIRCRAFT Citation 192G		Company 001	Accq Center 001	Respon Center 4170	RC Six/Job No Bill Type

(2) AIRCRAFT USAGE CATEGORIES (-) Check one

A Directly related to a specific project

B Directly related to sales promotions or presentations

C Directly related to company trade or business (not described by Categories A or B)

D Directly related to company trade or business. Involves client entertainment

E Other, including personal use

FULLY DESCRIBE BUSINESS PURPOSE OF TRIP

Halliburton meeting - Comanche Peak meeting.

(3) PASSENGER LISTING

	NAME	TITLE	COMPANY NAME
1	T. Louis Austin, Jr.	President	Brown & Root, Inc.
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(4) APPROVAL SIGNATURE

SEN. OR OFFICER CASE NO. 4-89-008

EXHIBIT 9

APPROVAL FOR CATEGORIES D, E

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AIRCRAFT USE REPORT



INSTRUCTIONS: USER OR SENIOR MEMBER OF USING GROUP TO COMPLETE IN ACCORDANCE WITH DIRECTIONS ON REVERSE SIDE AND SUBMIT TO THE OFFICE OF THE CORPORATE SECRETARY.

(1) FLIGHT INFORMATION

HOST T. Louis Austin, Jr.		DATE April 5, 1986	POINT OF ORIGIN Houston, Texas	
DESTINATION Stephenville, Texas		INTERMEDIATE STOPS None		
DEPARTURE DATE April 5, 1986	DEPARTURE TIME 1000	RETURN DATE April 5, 1986	RETURN TIME 1600	
AIRCRAFT Citation 192G		Company 001	Acctg Center 001	Respon. Center 4170
		RC Six/Job No.	Bill Type	

(2) AIRCRAFT USAGE CATEGORIES (✓) Check one

- A Directly related to a specific project
- B Directly related to sales promotions or presentations
- C Directly related to company trade or business (not described by Categories A or B)
- D Directly related to company trade or business - involves client entertainment
- E Other, including personal use

FULLY DESCRIBE BUSINESS PURPOSE OF TRIP

Attending meeting regarding Comanche Peak project.

(3) PASSENGER LISTING

	NAME	TITLE	COMPANY NAME
1	T. Louis Austin, Jr.	President	Brown & Root, Inc.
2	Glen Magnuson	Attorney	Brown & Root, Inc.
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(4) APPROVAL SIGNATURE

SENIOR OFFICER
CASE NO. 4-89-008

EXHIBIT 1

*APPROVAL FOR CATEGORIES D, E
T. Austin

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4-7-86

*Requires prior Approval. See Instruction # on reverse side of form.

REPORT OF INTERVIEW
WITH
GLEN G. MAGNUSON, JR.

MAGNUSON was interviewed on October 23, 1989, at his office at One Houston Place, Houston, Texas, telephone (713)650-3371, by Nuclear Regulatory Commission (NRC) Investigator Virginia Van Cleave. Also present during the interview was J. Patrick HICKEY, attorney for Shaw, Pittman, Potts, and Trowbridge, Washington, DC, representing Brown & Root (B&R).

INVESTIGATOR'S NOTE: According to T. Louis AUSTIN, Chairperson of B&R and former president of B&R, MAGNUSON was employed with the Office of the General Counsel at B&R for several years. [REDACTED]

MAGNUSON stated that he was employed as an associate general counsel for B&R from March 1980 until July 1986. He stated that, at that time, he left B&R's employment to accept another position, which he also subsequently left. He is now self-employed as an attorney. MAGNUSON recalled being present at a meeting with AUSTIN and a former B&R Comanche Peak Steam Electric Station (CPSES) employee, Joseph J. MACKTAL, Jr., sometime in the spring of 1986. MAGNUSON recalled that the meeting took place on a Saturday morning in a motel room somewhere in central Texas. He stated that he and AUSTIN specifically flew to the Cleburne airport on a B&R corporate plane to meet MACKTAL. He was unable to recall the name of the motel where the room was rented or the name of the town in which the motel was located. He said he was present at AUSTIN's request as B&R's counsel and as a "secretary" to record MACKTAL's statement because he had responsibility for nuclear matters at B&R. MAGNUSON stated that he took extensive notes during this meeting which he said he dated, but he left all notes and work products associated with B&R at the B&R offices when he left the company's employment.

MAGNUSON recalled that the meeting took approximately 2 to 3 hours and concerned MACKTAL's complaints regarding a series of occurrences or problems during his employment at CPSES. MACKTAL told AUSTIN he believed that B&R should look into the matter. MAGNUSON claimed he was unable to recall anything about MACKTAL's specific concerns without reviewing his notes. MAGNUSON stated he had so little recollection of the matter that he could not recall if MACKTAL was still employed at CPSES at the time of the interview. He said he had a vague recollection that MACKTAL was an electrician and believed that MACKTAL had filed a complaint with the Department of Labor (DOL), which led him to the conclusion that MACKTAL was no longer employed at CPSES, but that was speculation on his part.

MAGNUSON stated that this meeting was the only time he ever talked to MACKTAL or had any dealings with MACKTAL. He did not recall that MACKTAL utilized notes, and he believed that MACKTAL provided the information to AUSTIN from memory. To his knowledge, MACKTAL did not take notes or record the meeting. He said that MACKTAL said he had referred some of the matters to CPSES' safe team but had not referred all his concerns to them. MAGNUSON stated he could not recall what MACKTAL had or had not reported to safe team nor could he recall MACKTAL's stating why he did not report all his concerns to safe team. He did recall that AUSTIN questioned MACKTAL regarding his reporting to safe

Information in this report was obtained
in accordance with the Freedom of Information
Act, exemptions 6 & 7 C
FOIA 90-316

team and the resolution of his concerns. However, MAGNUSON stated he had no recollection of any resolution of MACKTAL's concerns. He stated that, at that time, he had already planned to leave B&R's employment, and in addition, he spent the month of June 1986 in Libya. Consequently, he had little or nothing to do with MACKTAL's concerns.


MAGNUSON remembered that MACKTAL had AUSTIN's home telephone number and had contacted AUSTIN at home and asked to meet with him. MAGNUSON stated that there was nothing unusual or clandestine about this meeting. He said that AUSTIN is a "direct, no nonsense, and hands-on" individual who often treated employees or former employees in this manner. AUSTIN's policy was to meet with any employee who wished to meet with him. MAGNUSON said AUSTIN was very concerned about the safety at CPSES and insisted that MACKTAL tell him about every problem or potential problem relating to safety at the plant so B&R could check into them. MAGNUSON did not believe there was any discussion in his presence about reinstatement of MACKTAL's position or front pay or back pay or any other payment to MACKTAL from B&R. During this meeting at the motel, MACKTAL and AUSTIN did not have private discussions without MAGNUSON's presence. MAGNUSON did not recall any discussion at this meeting regarding MACKTAL's DOL suit or any harassment and intimidation of MACKTAL while he was employed at CPSES.

MAGNUSON recalled that his usual contact at Texas Utilities (TU) was the TU licensing attorney, Nick REYNOLDS. Consequently, he believed he provided MACKTAL's information to REYNOLDS either by telephone or by memorandum. He said he could not recall whether he put MACKTAL's concerns in writing in this manner. He said that if there was such a memo, it would be present at the B&R offices. Additionally, MAGNUSON said he might have verbally discussed MACKTAL's concerns with B&R's CPSES project manager at the time, Doug FRANKUM. However, if he discussed them with FRANKUM, it would not have been in writing.

MAGNUSON reiterated that his recollection of the events over 3 1/2 years ago was very sketchy but since he took detailed notes, every subject discussed during the meeting would be reflected in those notes. He was unable to provide any additional information to the investigator regarding this matter.

INVESTIGATOR'S NOTE: HICKEY stated B&R had located MAGNUSON's notes and had also located a memo from MAGNUSON to REYNOLDS regarding the meeting between AUSTIN and MACKTAL. However, HICKEY refused to let the investigator review these notes or the memo and stated that his position was that the notes and the memo between two attorneys were privileged on the basis of attorney/client privilege.

This report prepared from investigator's notes dated October 23, 1989.


Virginia Van Cleave, Investigator
Office of Investigations Field Office, RIV