

JAN
CG
per 7/11

GOVERNMENT ACCOUNTABILITY PROJECT
E Street, N.W., Suite 700
Washington, D.C. 20001

(202) 347-0460

July 8, 1988

HAND-DELIVERED

Stills
Taylor
Helm
Mullin, NRR
Murray, OGC
Patterson, CIP
Hess, AII

The Honorable Peter B. Bloch
Atomic Safety and Licensing Board
Washington, D.C. 20555

RE: Docket No.'s 50-445-OL, 50-446-OL, 50-445-CPA.

Dear Judge Bloch:

Recently, on behalf of John Doe, Messrs. Michael D. Kohn and Stephen M. Kohn filed the following pleadings:

1. Notices of intent to file motions for intervention and for substitution of parties;
2. A motion to proceed as John Doe;
3. A motion to make public any settlement agreements enacted by the parties in the above-styled case.

At the time of the filing of these pleadings both Michael and Stephen Kohn were employed as attorneys for the Government Accountability Project (GAP). However, Messrs. Michael and Stephen Kohn did not act with the authorization of GAP, nor did they receive any approval express or implied to file pleadings in this case.

After learning of the filing the GAP Executive Committee (comprised of other GAP attorneys) sought to investigate the actions of Messrs. Michael and Stephen Kohn. As a consequence of this investigation the original pleadings filed on behalf of John Doe were withdrawn, and Messrs. Michael and Stephen Kohn were immediately suspended, then allowed to resign their positions as attorneys for GAP.

We believe that several statements made in the July 6th pleadings of John Doe must be corrected. First, in his Motion to Make Public All Settlement Agreements Enacted by the Parties Mr. Doe States as follows:

[the] Joint Stipulation . . . filed by the parties [CASE and Texas Utilities Electric Co., et al.] . . . was never reviewed, approved or authorized by [GAP] . . . despite the signature of Ms. Billie P. Garde . . . and despite references to GAP within the document [citation omitted].

B/13

The Honorable Peter Bloch
July 8, 1988
Page Two

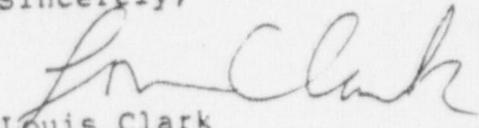
This statement is simply incorrect. As the lead attorney for GAP in its representation of CASE, Ms. Garde was authorized to make any decision necessary to protect the interests of CASE consistent with the Code of Professional Responsibility. While prior review of the terms of the settlement by other GAP attorneys would have been preferred, it was not required.

Second, on page two of the same motion Mr. Doe alleges that "secret agreements . . . have resulted in the transfer of large sums of money . . . to CASE and/or individuals associated with CASE." And he further alleges that representatives of CASE have boasted the amount of money allegedly offered in the settlement of this matter. This statement is pure speculation. The financial terms of the settlement are confidential and will remain confidential until the parties agree to disclose this information. The suggestion that CASE has received some sort of windfall in order to settle this matter is simply false.

Third, Mr. Doe alleges that he was offered a "substantial sum of money in order to forego his rights to raise his contentions." Again this is a misstatement. No individual associated with the settlement of this matter has been asked to forego their right to raise any safety issue with the NRC. To the contrary, both CASE and GAP intend to see to it that all safety related concerns are addressed to the satisfaction of any allegor.

We regret any inconvenience caused by the actions of Messrs. Michael and Stephen Kohn while they were members of GAP. We hope that this letter has clarified our position in this matter.

Sincerely,


Louis Clark
Executive Director

LC:225aa04

cc: service list
via regular mail