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**UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

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Raju Dahlstrom, *Petitioner*

v.

United States of America et al, *Respondents*

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**ON APPEAL FROM UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

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**OPENING BRIEF**

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John Scannell  
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## I. INTRODUCTION

This may very well be one of the most important case to come before the ninth circuit this year. While the issue appears at first glance to be a typical whistleblower case involving reinstatement and back pay for a conscientious citizen, it has immense implications on the viability of this nation's response to the coronavirus pandemic. If the Western District court ruling is correct, then doctors in Indian country will be able to profiteer off vaccines by cutting corners with improper storage of vaccines, without any accountability whatsoever. Not only could this endanger children and other inhabitants on Indian land, but it could leave a gaping hole in our nation's response to the pandemic which could cost lives by increasing the time the nation will take to flatten the curve and achieve herd immunity.

Plaintiff Raju A. T. Dahlstrom (Dahlstrom) is a well-respected professional who, after being promoted, came to the realization that a doctor working for the tribe had been improperly storing vaccines to the point where vaccines were ruined and spoiled, but continued injecting the vaccines into the native Americans and their children. The apparent motive of the doctor was that she wanted to coverup her misconduct so she would not have to pay back \$300,000 in student loans.

This case occurred well before the current pandemic so storage of vaccines in this case was not anywhere as critical as they are now. However, if what the court is saying is true, there will be no incentive for doctors working in Indian Country to ensure that the current vaccines remain viable by utilizing expensive, time consuming and difficult processes of storing the vaccines at extremely low temperatures. They could make much more money by injecting Indians with ineffective vaccines that have been improperly stored and use the ruling in this case from being held accountable.

The judge in this case, the honorable judge Lasnik, ruled that the allegations of whistleblower Dahlstrom were plausible enough to withstand a motion on the pleadings under FRCP 12(b). In fact, the judge ruled that that credibility of Dahlstrom was strong enough to survive summary judgment and go to trial under ordinary circumstances. However, in the judge's view this was no ordinary case because of the tribe's ability to claim sovereign immunity. Judge Lasnik endorsed the government's view the tribe could claim a perverse form of sovereign immunity, where the tribe could make a contract with U. S. taxpayers to pay for the expensive doctors and vaccines, then renege on the deal by the federal government claiming sovereign immunity for them. Ordinarily, the tribe could not

do this, because under current case law authority, the tribe becomes an agent of the government and cannot claim sovereign immunity in that circumstance.

Congress passed this legislation which indemnified the tribe and their members by making them employees of United States for the purposes of the Federal Tort Claims Act. Under the scheme devised by the tribe and the government, the United States then claims sovereign immunity, making victims of people like Dahlstrom, whose career and professional reputation is left in tatters for merely doing what he was obligated to do, reporting unethical conduct of doctors.

Thus, the government's machinations allow doctors (and possibly the tribe) to use the United States as a "cat's paw"<sup>1</sup> to shield them from being held

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<sup>1</sup> Even though the tribal council may not themselves have a discriminatory purpose, that purpose may be attributable to their action under the familiar "cat's paw" doctrine. The doctrine is based on the fable, often attributed to Aesop, in which a clever monkey induces a cat to use its paws to take chestnuts off of hot coals for the benefit of the monkey. For example, the ninth circuit wrote in *Mayer v. Winco Holdings, Inc.*, 846 F.3d 1274 (9th Cir. 2017):

[T]he animus of a supervisor can affect an employment decision if the supervisor "influenced or participated in the decision-making process." *Dominguez-Curry [v. Nev. Transp. Dept.]*, 424 F.3d 1027, 1039-40 (9th Cir. 2017). Even if the supervisor does not participate in the ultimate termination decision, a "supervisor's biased report may remain a causal factor if the independent investigation takes it into account without determining that the adverse action was, apart from the supervisor's recommendation, entirely justified." *Staub v. Proctor Hosp.*, 562 U.S. 411, 421 (2011).*Id.* at 1281; see also *Poland v. Chertoff*, 494 F.3d 1174, 1182 (9th Cir. 2007) ("[I]f a subordinate . . . sets in motion a proceeding by an independent decisionmaker that

accountable for their own unethical misconduct.

Dahlstrom argues that by making the tribe and their members, employees of the government, the United States has waived sovereign immunity. The entire purpose of the legislation was to have government assume liability for the tribe, to keep costs down for the tribe, not provide an avenue for the tribe to escape accountability altogether. An integral part of that legislation would be to have the United States actually assume the liability as it had agreed to take care of.

## **II. STATEMENT OF JURISDICTION**

### **(A) SUBJECT MATTER JURISDICTION.**

The District Court had federal question jurisdiction over Dahlstrom's action against United States under the Federal Torts Claims Act (FTCA) (28 U.S.C. § 2671) and 28 U.S.C. §1346(b) for money damages as compensation for injuries that were caused by employees of the Sauk-Suiattle Indian Tribe.

Accordingly, the jurisdiction of the district court was invoked under 28 USC §§1331, 1343, and 2201.

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leads to an adverse employment action, the subordinate's bias is imputed to the employer if the plaintiff can prove that the allegedly independent adverse employment decision was not actually independent because the biased subordinate influenced or was involved in the decision or decision-making process.").

## **(B) APPELLATE COURT JURISDICTION**

The Court of Appeals has jurisdiction as the action is brought under Dahlstrom's action against United States under the Federal Torts Claims Act (28 U.S.C. § 2671 and 28 U.S.C. §1346(b))

## **(C) FILING DATES ESTABLISHING TIMELINESS OF REVIEW**

Raju Dahlstrom appeals from the district court's orders of November 4, 2020 order and judgment granting summary judgment to the United States of America and the December 4, 2019 order denying plaintiff's Motion to Alter or Amend Judgment with a timely notice of appeal filed on January 3<sup>rd</sup>, 2020.

## **(D) FINALITY OF JUDGEMENT**

This is an appeal from a final judgment that disposes of all the parties claims.

## **III. STATEMENT OF THE ISSUES PRESENTED FOR REVIEW**

1. Did the District Court err in finding that the defendant had satisfied its burden to prove its affirmative defense the United States had not waived sovereign immunity under the FTCA?"

## **IV. REVIEWABILITY AND STANDARD FOR REVIEW**

The court reviews a grant of summary judgment de novo. See *Clicks Billiards Inc. v. Sixshooters, Inc.*, 251 F.3d 1252, 1257 (9th Cir. 2001). The court

must determine, viewing the evidence in the light most favorable to the nonmoving party, whether there are any genuine issues of material fact and whether the district court correctly applied the relevant substantive law. See *Delta Sav. Bank v. United States*, 265 F.3d 1017, 1021 (9th Cir. 2001), cert. denied, 534 U.S. 1082 (2002).

## **V. STATEMENT OF THE CASE**

In its Motion for Summary Judgment, Defendant United States of America sought dismissal of all of Plaintiff's claims. (2 ER 153-172; 3 ER 347). Dahlstrom filed a Response opposing the Motion and asserting genuine issues of material fact exist precluding dismissal of certain claims. (3 ER 347).

### **(A) PROCEDURAL FACTS:**

1. On December 7, 2016, 2017, the Dahlstrom filed a federal complaint against the defendants. (3-ER-299-335, 340). The complaint was amended August 14, 2017 and on March 28, 2018. (3-ER-193-226, 254-298, 342, 344)

2. On April 11, 2018, defendant United States of America filed a motion to dismiss under FRCP 12(b)(1) and 12(b)(6). (3-ER-1-20, 344) on the second amended complaint.

3. On July 13, 2018, the court ruled on the United States second motion on the pleadings, granting in part and dismissing in part. (1-ER-7-14; 3-ER-345). The

court ruled out all causes of action except for the State cause of action of wrongful termination in violation of public policy.

4. On June 18th, 2019, defendant United States of America filed a Motion for Summary Judgment. (2-ER-153-172; 3-ER-346)

5. On November 4, 2019, the court granted the United States Motion for Summary Judgment and entered Judgment in its favor. (1-ER-3-6).

6. On December 2, 2019, plaintiff filed a motion to amend the judgment. (3-ER-348)

7. On December 4, 2019, the court denied motion to amend the judgment. (1-ER-1-2; 3-ER-348)

8. On December 3, 2019, Dahlstrom filed a timely Notice of Appeal (2-ER-1-19).

## **B. SUBSTANTIVE FACTS**

9. On or about November 22, 2010, Dahlstrom was hired as the Indian Child Welfare (ICW) Social Worker on a ninety-day probationary period with a pay rate of \$23.00 hourly, under (Bureau of Indian Affairs -federal grant / program # 10-60099-103)<sup>2</sup> within the Health and Social Services (HSS) Department, with the

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<sup>2</sup> Funded through the U.S. Department of Interior (DOI), Bureau of Indian Affairs (BIA), pursuant to Indian Self Determination and Education Assistance Act, 25 U.S.C. § 450 et seq. (the “ISDEAA”), and State of Washington funds –

Sauk-Suiattle Indian Tribe (SSIT), under the direct supervision of General Manager (GM) James “Jim” Thomas. (2-ER-46)

10. As Director of ICW, Dahlstrom was responsible for implementing the Sauk-Suiattle Indian Tribe’s FAMILY CODE (adopted 0/14/187, Resolution # 55B-87, Adopted 5/10/88, Part IV, Resolution #8/88. Amended 3/23/89. As a primary function of his duties as ICW Social Worker/Director, the Sauk-Suiattle Family Code mandated that he report Child Abuse and Neglect. (2-ER-47)

11. On or about November 29, 2010, Dahlstrom signed “Employee Acknowledgment Form” –acknowledging that he was an “at-will” employee at Sauk-Suiattle Indian Tribe and was also provided the above-referenced copy of the Sauk-Suiattle Indian Tribe Family Code (handbook). (2-ER-47)

12. From February 22, 2013 through April 30, 2015, Ronda Kay Metcalf served as Dahlstrom’s direct-line supervisor, while he served as the Director of the Indian Child Welfare (ICW) Department, located on the Sauk-Suiattle Indian Reservation. (2-ER-47)

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administered through the Foster Care Independence Act of 1999 (42 U.S.C. 1305 et seq.) as amended by Public Law 106–169. (Also referred as John H. Chafee Foster Care Independence Program).

13. On or about November 8, 2014, the SSIT's ICW Department submitted "ICW in 2014" update to the "Annual Report Issue 2014" celebrating the major accomplishments of ICW under Dahlstrom's direct leadership. (2-ER-47-48)

***Raju A.T. Dahlstrom Promoted as Interim HSS Director***

14. On or about April 30, 2015, the Sauk-Suiattle Indian Tribal Council promoted Dahlstrom to the position of Director of the Health and Social Services (HSS) Department within the Sauk-Suiattle Indian Reservation. In his capacity as Director of HSS, he was responsible for implementing the Indian Self-Determination and Education Assistance Act (funds – Under contract # 11334-103) across all HSS programs. he had direct supervisory authority and control over the administration and management of the Tribal Health Clinic (THC), all social services, mental health, and substance abuse treatment programs(2-ER-48)

***Raju A.T. Dahlstrom's initiates investigations into the THC and Dr. Morlock and handling of the Vaccines for Children (VFC) Program***

15. From on or about April 30, 2015, Dahlstrom was made responsible for supervising Dr. Christine Marie Jody Morlock (and he continued serving as her immediate supervisor through on or about September 18, 2015). (2-ER-48)

16. On or about the 1<sup>st</sup> week of May 2015 (and continuing), Dahlstrom commenced an emergency investigation into the overall Tribal Health Clinic

(THC) operations which was under the purview of Dr. Morlock (beginning in July 2014 and continuing through June 30, 2015). (2-ER-48)

17. At the outset of his investigation into Dr. Morlock's management of the THC, he made face-to-face contact with her at the THC. During his first visit to the THC, he discovered the clinic to be in poor sanitary (*e.g.*, bugs, dirt, and manure /fertilizers strewn about the clinic floor) condition, VFC vaccines stored in an unapproved refrigeration unit, which held foods in various stage of rot. (2-ER-48-49)

18. Dr. Morlock was gracious throughout the first part of his visit to the THC clinic. She further ingratiated herself to him by stating that she had saved VFC vaccines from waste. (2-ER-49)

19. Specifically, Dr. Morlock informed him that GM (Ronda) Metcalf had approved her to take VFC vaccines from (2013/2014/2015) stockpiles for her private use at the Community Natural Medicine (CNM) to prevent waste. (2-ER-49)

20. Dr. Morlock priced the value of the VFC vaccine inventory at approximately \$90,000 in value. (2-ER-49)

21. During his initial and ongoing investigations into the THC operations, he made findings that the THC while under the management of Dr. Morlock was in

violation of the following: (a) Vaccines for Children (VFC) program requirements as enumerated in the CDC's protocols for the overall management of the VFC resources; (b) 2015 State of Washington's Immunization Program standards; HIPPA privacy violation(s) specifically, patient records found opened and within view of patients and patrons at THC; and (c) accepting and taking tribal VFC vaccines for her own private use at the Community Natural Medicine (CNM) a health care company she (jointly owned) by Mr. Robert Larry Morlock, for which Dahlstrom concluded was in direct contravention to the federal and state VFC program requirements.(2-ER-49)

22. He informed Dr. Morlock that the VFC resources was administered by the State of Washington, through the Medicaid program and that it is a violation of both state and federal VFC guidelines to remove (Vaccines) from the THC for private use or to store the VFC vaccines in her place of business or in her private home. (2-ER-49-50)

23. Soon thereafter, Dahlstrom informed GM Metcalf of Ms. Morlock's VFC violations verbally about the TMC (poor sanitary condition and co-mingling of the VFC vaccines). GM Metcalf informed him to back-off from dealing with Dr. Morlock on this matter. (2-ER-50)

24. Dahlstrom also informed GM Metcalf that it was illegal for Dr. Morlock to remove the VFC vaccines from the THC for storage in her home or place of business and to also use for her business as it was in violation of the federal and state guidelines involving fraud and waste of VFC resources. GM Metcalf informed Dahlstrom that she disagreed. (2-ER-50)

25. Soon after his meeting with Dr. Morlock, Dahlstrom memorialized his findings of the THC and filed an original report with GM Metcalf. GM Metcalf upon receiving his written report (with pictures) also requested that he turn over any existing copies of the same to her and forbade him from disclosing this information to anybody else. He complied. (2-ER-50)

26. During the middle-to-latter part of May 2015, Dahlstrom reiterated to Dr. Morlock his expectations regarding the proper management of the VFC resources and reviewed with her the 2015 State of Washington – Contract guidelines for administering and reporting requirements for VFC management, laying out lawful mandates of the VFC programs. (2-ER-50)

27. Additionally, he provided Dr. Morlock a downloaded copy of the OIG Inspector General’s report<sup>3</sup> on the VFC management and concerns of fraud, waste

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<sup>3</sup> See, Department of Health and Human Services OFFICE OF INSPECTOR GENERAL VACCINES FOR CHILDREN PROGRAM: VULNERABILITIES IN VACCINE MANAGEMENT Daniel R. Levinson Inspector General June 2012 OEI-04-10-00430.

and abuse of this vital resource. (2-ER-50-51)

28. Additionally, he informed Dr. Morlock that failure to fully adhere to the State of Washington and the CDC's protocol toward the full implementation of the VFC management could result in waste, fraud, and abuse of the VFC program, and expose her to disciplinary action for negligence. (2-ER-51)

29. Further, while Dahlstrom was conducting his investigation into some of the VFC stockpiles at the THC, Dr. Morlock informed him that some of the VFC were stored in a refrigerator at the THC. Dahlstrom viewed the contents of the refrigeration at THC and found that the VFC vaccines were comingled with food in various stages of rot, and no temperature gauges or stand-alone temperature monitoring devices could be located. (2-ER-51)

30. At the conclusion of this investigation, Dahlstrom discovered that Dr. Morlock's administration or management of the VFC was woefully inadequate, that it was lacking minimal safeguards – and he attempted to develop a joint strategy for addressing the waste, fraud and abuse of the TMC's VFC program. Dr. Morlock declined his invitation to address this VFC issues. (2-ER-51)

***Raju A.T. Dahlstrom declares a temporary moratorium on the use of VFC***

31. On or about May/June 2015, Dahlstrom attempted to implement both a moratorium on the use of the VFC by Dr. Morlock and to assist in getting the VFC

program in full compliance. He attempted at first to engage Dr. Morlock to change her practices surrounding the VFC program on the reservation. (2-ER-51-52)

32. Additionally, Dahlstrom also implemented a reservation-wide ban on the removal of VFC's to CNM or private homes and instead assisted in the development of a protocol for addressing VFC's exposed to wild temperature excursions due to power failures on the Sauk-Suiattle Indian Reservation. Failing to maintain VFC records and comply with other requirements of the VFC Program by Dr. Morlock was also addressed, to no avail. (2-ER-52)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 1**  
**Fee-Land to Trust Land (False Claims Act)**

33. While Dahlstrom was Director of ICW (and spilling over into his new responsibility as HSS Director) he was responsible for the development of the Healing Lodge, a therapeutic healing home for abused and neglected tribal children (within and outside of Sauk-Suiattle Indian Reservation) both within and outside of the Tribe. (2-ER-52)

34. During this period (2014-2015) Council Member Kevin Lenon informed him of the progress being achieved toward purchasing of the properties for the Healing Lodge. Council Member Lenon also informed Dahlstrom that he had been

approved to purchase (through straw purchase) by SSIT Council to purchase the property with a personal check drafted by Costal Bank. (2-ER-52)

35. Mr. Lenon, however, advised him that he was concerned having made this purchase after GM Metcalf's approval to use or leverage *ISDEAA funds* as back-up collateral for purchasing of the Healing Lodge properties. Dahlstrom informed Council Member Kevin that GM Metcalf's actions were illegal as no federal dollars intended for tribal health could be extended for land purchases. Mr. Lenon further acknowledged the Tribe was waiting to purchase the land at lowest bid. <sup>4</sup> (2-ER-53)

36. Dahlstrom witnessed first-hand the devastation of the 100-acre old YMCA properties once it was transferred to the SSIT, as Mr. Lenon and the Council invited him to participate in a meeting at the (YMCA Lodge), ostensibly to plan the Healing Lodge future. (2-ER-53)

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<sup>4</sup> A 100 acres of the old YMCA property (as it was known) was in pristine condition according to Mr. Lenon. However, according to Mr. Lenon, the SSIT Council was waiting for the all the trees to be cutdown as it would substantially reduce the cost to the Tribe when they are ready to place a low bid to the property. Mr. Lenon also confirmed that he was provided a personal check to purchase the said YMCA property on behalf of the Sauk-Suiattle Indian Tribe. Mr. Lenon concluded that the Tribe had to leverage a one million dollars (against --ISDEAA funds) in order to purchase the property, in anticipation of getting monies from the Cobell Settlement).

37. Additionally, Mr. Lenon informed Dahlstrom that by leveraging these funds to purchase the YMCA properties, the tribe was in the “hole” and he insisted that Dahlstrom hurry up in implementing the Healing Lodge program. (2-ER-53)

38. After his communications with Mr. Lenon, Dahlstrom was summoned by GM Metcalf to her office. GM Metcalf abruptly informed him that (she) and Chairman Norma Ann (Joseph) was opposed to his continued work on the Healing Lodge, citing that the SSIT was not approving the releases of seven - or ten-years’ worth of financials as part of the application to make the Healing Lodge a state approved placement resources for children. Dahlstrom explained to GM Metcalf that the application was already submitted to the DSHS and that they were awaiting further documentation regarding capacity building and seed monies for the project. GM Metcalf halted further work on the Healing Lodge, and Dahlstrom was not longer involved. He did, however, indicate to GM Metcalf that he still remained concerned about Council Member Lennon’s revelation to him that the funds for purchasing of the YMCA properties were illegally leveraged by ISDEAA federal funds, and was concerned she had a direct hand in that unseemly and illegal process. GM Metcalf give Dahlstrom a stern warning and advised him that he was no longer to discuss the Healing Lodge and also ordered him to contact stakeholders: Lummi Nation Business Council and the DSHS. (2-ER-53-54)

***Dr. Stephen J. Waszak, MD., Director of the Tribal Health Clinic***

39. On or about July 1, 2015, Dr. Stephen J. Waszak, MD., began work at the THC and immediately assumed responsibility for the overall operations of the THC. Dahlstrom was made Dr. Waszak's immediate supervisor by GM Metcalf as the administration of HSS also provides that Director of the HSS maintains overall leadership of the THC operations. (2-ER-54)

***Dr. Waszak imposes a VFC Vaccines moratorium***

40. On or July 1, 2015, Dr. Waszak extended the VFC moratorium to prevent Dr. Morlock from administering any VFC vaccines pending outcome of review as to the safety and efficacy of this resource, as the VFC vaccines have been exposed to significant temperature fluctuations. (2-ER-54)

41. From July 1, 2015 through October 22, 2015, Dahlstrom served as direct supervisor of Dr. Waszak. (2-ER-54)

42. On or about (10/14/2015), the Washington State – Department of Health (DOH) issued Provider Credential, to Dahlstrom as Counselor Agency Affiliated). (2-ER-54-55)

43. On or about July 25, 2012, SSIT's Acting Chief Executive Officer (CEO), Laverne Lane signed Dahlstrom's Personnel Performance Assessment and

because of his superior performance, signed a Merit Pay Increase, which was also endorsed by SSIT HR Bailey. (2-ER-55)

44. On or about April/May/June/July 2015 (and continuing), The Honorable Joseph and GM Metcalf requested Dahlstrom contact Richard Truitt, Director, Office of Environmental Health and Engineer (or designee) with the Portland Area –Indian Health Services, Public Health Service, within the U.S. Department of Health and Human Services regarding Self-Determination contract. Contract No. 248-96-0027 – CY 2014 Annual Funding Agreement. (2-ER-55)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 2**  
**Dr. Morlock's (Naturopathic Practitioner – Last on priority) Position**  
**(False Claims Act)**  
**Site Score Priority for Medical Doctor**

45. Dahlstrom facilitated the contact with Portland Area, and received the details to process the amended AFA 2014, drafted the SSIT's Tribal Council adoption of a resolution; but was later asked by GM Metcalf to halt further work regarding the AFA-matter, citing his alleged refusal to work on the FY 2015 Budget Worksheet for the Health and Social Services, as it contemplated seeking 100% funding for Dr. Morlock's position at \$90,000 – and Dahlstrom reported his concern directly with officials at PHS's (Dr. Rudd, MD.,) and his assistant –

responsible for the scoring of health professional recruitment into the Indian Health / Tribal health care delivery system. (2-ER-55-56)

46. Specifically, Dahlstrom reported to GM Metcalf and Chairman Joseph that he could not misrepresent the funding formula for FY 2014 and the upcoming FY AFA 2015 government-to-government negotiations (that was) tentatively scheduled in Oregon and California. This was directly related to Self-Determination Contract No. 248-96-0027 – CY 2014 AFA –valued in excess of \$11, 642,151. He also could not justify –SSIT Grant # 11334, Program No. 101, for SSIT’s THC FY 2015 for funding Dr. Morlock’s position. (2-ER-56)

47. On or about June 15, 2015 , Dahlstrom informed Chairperson Joseph, GM Metcalf, HR Bailey, his staff, Merrisa Conklin and Alisha Corral, that Dahlstrom believed that the SSIT was gaming the Indian Health Services system and violating the Affordable Care Act provisions, by SSIT compelling enrolled members to file under ACA medical coverage, despite having already employment-based insurance through the SSIT. (2-ER-56)

48. Specifically, the SSIT (through direct orders of the SSIT’s Tribal Council, GM Metcalf, and Chairman Joseph) was attempting to falsely increase participation rates within the Resource and Patient Management System (RPMS) and the Electronic Medical Records (EMR) processes –which would undeniably

increase 3<sup>rd</sup>-party, Medicaid and Medicare reimbursements to the Sauk-Suiattle Indian Tribe. (2-ER-56)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 3**  
**Contract Health Services (False Claims Act)**

49. This fraudulent scheme (double-bulking) was being directly advanced by GM Metcalf – stating that this would increase participation rates and bring more money to the SSIT. Although it was part of his duties as Director of HSS, Dahlstrom informed GM Metcalf that he was not willing to break the law or violate the ACA law. (2-ER-56-57)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 4**  
**Halting Dr. Morlock's Waste, Fraud, and Abuse of VFC**

50. On or about first week of May 2015, Dahlstrom commenced an investigation into the storage and use of the Vaccines for Children (VFC) program operated by Dr. Morlock on behalf of THC. (2-ER-57)

51. During this investigation Dahlstrom discovered firsthand multiple violations of the VFC – specifically, the storage of the vaccines was located at THC in an unapproved VFC refrigeration unit(s); health hazards at THC ---with fertilizers, feces (unknown source); and overall unsafe, unhealthy, and sanitary conditions of the tribal health clinic. An investigative report of his findings into the VFC and the overall lack of cleanliness of the THC was reduced to a final report

with pictures of the THC soiled-environment, unsafe health condition, and lack of appropriate safety of the VFC program vaccines, and lack of accounting and lack of safeguards or little or no monitoring of temperatures excursions of the VFC vaccines. (2-ER-57)

52. Additionally, it is during this investigation into the VFC that Dr. Morlock admitted to Dahlstrom that she was allowed to take some of the VFC stockpiles to her (CNM) business and (home) accordingly to store and use the VFC vaccines her own business. During this time, Dr. Morlock also acknowledged to Dahlstrom that GM Metcalf had encouraged her taking the VFC vaccines and use them in her own business to prevent them from going to waste. (2-ER-57-58)

53. Dr. Morlock also acknowledged to Dahlstrom that the market value for these VFC stockpiles were valued at approximately \$90,000. He did not challenge Dr. Morlock about the valuation of the tribal VFC vaccines; but stated to her his stern disapproval of removing any of the federal or state (in-kind) VFC vaccine resources from being removed from the Sauk-Suiattle Indian Reservation without following the legal process for either returning or disposing of these VFC vaccines. Dr. Morlock disagreed with this directive and informed him that she would be addressing this matter directly with GM Metcalf, as he was not qualified to make

any medical related decisions involving the handling or administration of the tribal VFC vaccines. (2-ER-58)

54. At the conclusion of his meeting with Dr. Morlock, both the final report and copy of his findings regarding the fraud, waste, and abuse of the tribal VFC vaccine program were hand-delivered over to GM Metcalf. Upon her receipt of his report about the condition(s) of the VFC program as operated by Dr. Morlock, Ms. Metcalf asked if Dahlstrom had an extra-copy of the report, he responded in the affirmative and was asked to turn over the entire original and a copy of his investigative report. He reluctantly complied. (2-ER-58)

55. After filing both a written-and-oral report with Ms. Metcalf regarding the state of the VFC –i.e., concerns for waste, abuse, fraud, and most importantly the “spoiled” and “unsafe vaccines” Dahlstrom directed THC-maintenance staff to clean up the THC. Throughout his investigations into the ill-handling of the THC’s VFC program, Dr. Morlock, however, never accepted full responsibility for her role in the poor handling, wastage, fraud, and abuse of the VFC. (2-ER-58)

**Raju A.T. Dahlstrom’s Participation in Protected Activity # 5**  
**Contract Health Services (False Claims Act)**  
**Artificially Increasing RPMS Penetration Rates / LRP**

56. During his appointment as Director of HSS, Dahlstrom was directed to participate in a meeting held in Portland, Oregon (for government-to-government

consultation), with the Portland Area -Indian Health Services representatives, Jonathan D. Merrell, RN., Portland Area Health Recruiter, Indian Health Services, with the United States Department of Health and Human Services and with Captain Stephen Rudd, MD. During the government-to-government consultation and listening sessions, Dahlstrom informed both Mr. Merrell and Dr. Rudd that THC/SSIT retained Dr. Stephen J. Waszak, MD., as medical director. (2-ER-59)

57. Further during this period, Dahlstrom was asked by both (GM Metcalf and later Chairman Joseph) to draft a job description for Dr. Morlock to be approved by Tribal Council. Both Metcalf and Chairman Joseph insisted that by approving Dr. Morlock's position, the SSIT could continue to justify both hires of Dr. Waszak and Dr. Morlock to increase the AFA funding moving into the funding cycles for (2015/2016/2017). Dahlstrom informed both Metcalf and Chairman that he objected to drafting the job description for Dr. Morlock per GM Metcalf and Chairman Joseph citing concerns for fraud of the AFA-funds –as the THC/SSIT did not satisfy the penetration rates contemplated by the RPMS -Indian Health Services for two doctors on the THC located on the Sauk-Suiattle Indian Reservation. Dahlstrom refused to complete the job description for Dr. Morlock believing that it was in direct contravention to the directives coming out of the U.S. Department of Health and Human Services. (2-ER-59-60)

58. On or about August 6, 2015, at 12:19 p.m., Dahlstrom routed an e-mail to Dr. Waszak and Dr. Morlock, informing that they need to improve their data collection(s) under the RPMS (Resource and Patient Management System) (RPMS) and Electronic Medical Records –in order to improve medical billing process, and also requested information regarding the use and administration of the VFC vaccine resources on the Sauk-Suiattle Indian Reservation. Further Dahlstrom informed GM Metcalf that this fraudulent scheme would cost **\$250,000** to the United States or Washington state treasuries. (2-ER-60)

59. Additionally, Dahlstrom was directed (by GM Metcalf) to the create the tracking document in order to improve upon the financial viability of the medical programs provided by the THC/SSIT. (2-ER-60)

60. On or about August 7, 2015, at 9:44 a.m., Dahlstrom submitted an e-mail to Dr. Morlock informing her that he spoke with Mr. Michael Berryhill, Health Professions Recruiter for the Indian Health Services, located out of the Washington, DC., on August 6, 2015 regarding LRP repayment (LRP) and that for 2015, SSIT had not scored as eligible on the Indian Health Services’ “Physician Site Scores,” priority list. (2-ER-60-61)

61. During this telephone contact with Mr. Berryhill he confirmed that the SSIT had already hired Dr. Stephen J. Waszak, MD., as its THC’s Medical

Director, with an effective hire date of July 1, 2015, thus, negating the requirement for a second paid medical provider on staff at the THC. Mr. Berryhill concluded, however, that the Loan Repayment Program contemplates specific health professions for which Indian Health Services Loan Repayment contracts will be awarded. The list of priority health professions that follows is based upon the needs of the (Indian Health Services) as well as upon the needs of American Indians and Alaska Natives, with absolute priority for the LRP begins with Medicine: Allopathic and Osteopathic practitioners of the healing arts to Naturopathic Medicine with licensure as the last listed profession for LRP consideration. (2-ER-61)

62. However, in her previous e-mail of the same (dated, May 22, 2015) Dr. Morlock confirmed that her LRP application was accepted by the Indian Health Services. Additionally, in this string-email she indicated that she would require confirmation of the LRP program requirements of actual work hours, and direct or indirect services to patients at the THC. Dahlstrom did inform Mr. Berryhill that Dr. Morlock was in his estimation not eligible for the student loan repayment program as SSIT has just recently retained the services of a medical doctor, and that it be fraudulent for Dr. Morlock to be participating in this LRP program. (2-ER-61)

*Dr. Morlock's Violates VFC informed consent law and moratorium on use*

**Raju A.T. Dahlstrom's Participation in Protected Activity # 6**  
**Reported Dr. Morlock's Failure to abide by the VFC / Informed Consent and Moratorium**

63. On or about August 11, 2015, during a meeting with Drs. Yurchak, Morlock, and Dahlstrom, Dr. Morlock confirmed that she had administered a Vaccine dosage to a minor child, despite a THC-wide ban imposed on the use of VFC-vaccines (due to concerns for its safety), raised as early as May 2015 by Dahlstrom, and continuing through this reporting period. Further, Dr. Morlock was also informed by Dahlstrom directly that the use of tribal VFC vaccines that were subject of (previous or contemporaneous temperature excursions) were presumed to be unsafe. (2-ER-62)

64. Further, Dahlstrom notified both Drs. Yurchak and Morlock that it was Dr. Waszak who had initially imposed the moratorium on the use of the VFC until it was certified as being safe by the State of Washington, or other entities responsible the safety of the VFC stockpiles presently in the THC. (2-ER-62)

65. Specifically, Dr. Morlock questioned the wisdom of Dr Waszak's moratorium on the use of the VFC-stockpiles, and vociferously refused to

acknowledge “safety” and “efficacy” concerns related to the current VFC vaccines.  
(2-ER-62)

66. Further, during this meeting, Dr. Morlock confirmed to both Dr. Yurchak and Dahlstrom that she also failed to warn the child, the parent/legal guardian of the risk/benefits of VFC vaccines as required by federal/state/tribal policy, law, and guidance regarding the proper use of the VFC vaccines. (2-ER-62)

67. Upon receiving this news, Dahlstrom immediately ordered Dr. Morlock to stop immunizing any patients until further notice, consistent with Dr. Waszak’s previous directive initiated in July 2015. (2-ER-62)

68. On or about August 13, 2015, at 1:27 p.m., in a String-email exchanged between Dahlstrom, Drs. Morlock and Waszak), Dr. Morlock stated: “I’ve already been in contact with our state Vaccine program coordinator. She is out of the office until next week. I will talk to Dr. Weiser at to health board to see if he has some insight. I have already narrowed the out of temperature range but waiting on VFC coordinator and our vaccine thermometers to be logging again to decide if need to replace the refrigerator.” As to this date, it is clear that Dr. Morlock is aware that there may be issues with the temperature readings and potential risk to the VFC’s.  
(2-ER-62-63)

69. On or about August 18, 2015, Dr. Morlock provided Dahlstrom a hand-delivered (document folder) containing: (a) a hand-written statement requesting “understanding” and seek ways to work “together” –and containing a depiction of Albert Einstein’s image and quote about the subject of “peace...and understanding”; (b) an unsigned “correction action” addressed to Dr. Morlock by the immediate-former SSIT’s HHS Director, Mr. Mitch Lykins relating to unprofessional practices (made illegal by RCW 18.130.180(7) and 42 CFR) that need correcting by March 13, 2015; (c) a copy of 718 Problem Resolution/Grievance Policy of SSIT, specifically, providing procedures for addressing workplace concerns and statement on “fear of retaliation”; and lastly (d) a copy (redacted) of “Public Service Loan Forgiveness (PSLF) –specifically requesting (that I) certify that Dr. Morlock devoted 85% of her work in health related case management services on behalf of the THC’s patients. Dahlstrom truly believed Dr. Morlock’s representation to him that she had over \$300,000 in outstanding student loan obligation. Although he communicated his concern for her higher than average student-loan debt, he could not in good conscience certify that she was meeting the requirements for LRP. Further, he informed Dr. Morlock that he was nonetheless concerned about “dangerous” medical care she was providing to THC patients. In addition, he informed Dr. Morlock that the overall

price tag of her virtually non-existent contribution to the care of THC patients in excess of \$124,000 (FY: 2014/2015/2016/2017) in salaries and benefits, and the fraudulent access to the LRP in excess of **\$300,000** was totaling in excess of **\$796,000**, cost to the United States of America taxpayers. (2-ER-63-64)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 7**  
**VFC Violations (False Claims Act)**  
**Worthless medicine**

70. Specifically, Dahlstrom informed Dr. Morlock and GM Metcalf that Dr. Morlock posed an immediate danger to the health, safety, and welfare to children, youth, and families, as long as she continued to provide suspect VFC vaccines in contravention to Dr. Waszak, Dr. Weiser, CDC-guidelines, imposed moratorium, and demands for grossly overstated salary and benefits on the backs of the THC patients and the Sauk-Suiattle Indian Reservation enrolled members. (2-ER-64)

71. Dahlstrom informed Dr. Morlock that same day that he could not legally endorse her request certifying that she is performing at 85% of health-related case management, as he was lacking contemporaneous documentation attesting to the same. As a result of his refusal, Dr. Morlock stated loudly, while in his office that she would file a complaint against Dahlstrom to GM Metcalf and walked away – threatening his continued employment at the SSIT. (2-ER-64)

72. On or about August 21, 2015, at 11:41 a.m., Dahlstrom sent (via SSIT's e-mail) addressed to SSIT's Human Resources George Bailey (who was Acting as General Manager of Day) regarding "Vaccines." Specifically, Dahlstrom stated: "RM., arrived (to) clinic at 11:24 a.m., and informed me that she brought her children for vaccines. She said that a couple of months ago, Dr. Christine told her that she didn't have vaccines for the children because the vaccines were "spoiled." Dahlstrom asked RM to write this statement down." Dahlstrom submitted this e-mail to Mr. Bailey – who repeatedly informed Dahlstrom that he should not address the vaccine issues, as directed by GM Metcalf. (2-ER-64-65)

73. On or about August 24, 2015, Dahlstrom was provided a comprehensive reporting, containing hundreds of pages of documents from Sena Dailey, Secretary/Front-Desk Manager at THC, providing information regarding *wild-temperature excursions* involving the storage of the VFC-vaccines stockpiles and the danger this potent to children, youth, and their families that were receiving tainted, spoiled, damaged vaccines from Dr. Morlock, at the THC. Specifically, the trove of documents for Refrigerator # 186092170, informs that as early as 10/14/2014 to 11/10/2014, for example, the *Alarm statuses* (measuring both low and high failure rates were alarming), for 11/7/2014, reached 61.5 degrees (and was maintained for over 19 hours and 10 minutes), resulting in damage to the

Vaccines stored in this refrigerator unit. This report revealed that refrigeration unit failed to keep the VFC -stockpiles –from 10/14/2014 to 11/10/2014, for over 19 hours period. Specifically, the report identifies that due to the wild-temperature excursions, the VFC-vaccines stored in this particular refrigeration unit was compromised or otherwise unsafe for administration to patients. (2-ER-65)

74. On or about August 24, 2015, Dahlstrom was provided a comprehensive reporting –containing hundreds of pages of documents from Sena Dailey, Secretary/Front-Desk Manager at THC, providing information regarding wild-temperature excursions involving the storage of the VFC-vaccines stockpiles and the danger this potent to children, youth, and their families that were receiving tainted, spoiled, damaged vaccines from Dr. Morlock, at the THC. Specifically, the trove of documents for Refrigerator # 186092171, informs that as early as 10/14/2014 to 11/10/2014, for example, the *Alarm statuses* (measuring both low and high failure rates were alarming), for 11/7/2014, reached 62.0 degrees (and was maintained for over 18 hours and five minutes), resulting in damage to the Vaccines stored in this refrigerator unit. This report revealed that refrigeration unit failed to keep the VFC -stockpiles –from 10/14/2014 to 11/10/2014, for an 18-hour period. Specifically, the report identifies that due to the wild-temperature

excursions, the VFC-vaccines stored in this particular refrigeration unit was compromised or otherwise unsafe for administration to patients. (2-ER-66)

75. On or about August 27, 2015, at 2:43 p.m., Dahlstrom submitted an e-mail to Dr. Waszak inquiring about the “**Efficacy of Vaccines**,” as Dr. Morlock had informed me that same morning that the temperature monitor for one of the vaccine refrigerators at THC was reported to be missing. Further, Dahlstrom alerted Dr. Waszak to Dr. Morlock’s intentions to utilize the “...current vaccine batch...for back-to-school children starting today...” Additionally, Dahlstrom reported to Dr. Waszak in this same instant e-mail that Dr. Morlock confirmed that she had some of the VFC vaccines in storage at her home, in her own family (non-approved) refrigerator unit. (2-ER-66-67)

76. On or about September 1, 2015, at 3:01 p.m., Dr. Waszak notified Dr. Morlock and Dahlstrom, reiterating restriction(s) on the use of the vaccines at the THC. (2-ER-67)

77. On or about September 8, 2015, at 9:30 a.m., Dr. Morlock send a tribal-wide e-mail to all staff informing of “flu shots.” This e-mail went out to staff and patients of THC alike despite a THC-wide ban on all vaccines or shots being administered. Further, Dahlstrom had already cautioned Dr. Morlock of violating HIPPA rules. (2-ER-67)

78. On or about September 17, 2015, at 7:08 p.m., Dr. Waszak send an e-mail to Dahlstrom. Specifically, Dr. Waszak stated: “As you are the Director of Health and Human Services for the Sauk-Suiattle Indian Tribe, I feel it is my duty to inform you that today Christine Morlock, ND, told me she had a patient in her practice outside of the tribe who suffered a maternal death. A maternal death is an extremely serious issue. I believe it would be prudent for you and tribal leadership to review this issue with a view to examine any possible medico-legal liability issues that the tribe may be exposed to with Ms. Morlock and her patient contacts outside of tribal patients.” (2-ER-67-68)

**Raju A.T. Dahlstrom’s Participation in Protected Activity # 8**  
**Worthless Medicine by Dr. Morlock (False Claims Act)**  
**And ISDEAA / FTCA Vulnerabilities**

79. On or about September 18, 2015, at 11:02 p.m., Dahlstrom received string e-mail (addressed to: Chairman Joseph, HR Bailey and Dr. Waszak) from GM Metcalf. She stated: “This evening after reading this e-mail I contacted Dr. Morlock and discussed the issue stated about a death. There are statements made that are not factual. Dr. Morlock was not involved in the death you are talking about. Her friend passed during childbirth! She took the day off to be with the women in her church. I have concerns about this e-mail...” (2-ER-68)

80. Further, attached to this string-email was a formal whistle-blower complaint regarding Dr. Morlock's improper use of vaccines, despite having "constructive knowledge" that it was "spoiled", and that there was a restriction imposed on its use that was made effective in May 2015, and reinforced by Drs. Waszak, Weiser, and Dahlstrom. Additionally, the Dahlstrom complaint also advised HR Bailey, Honorable Joseph, Chairman, GM Metcalf, and Dr. Waszak that Dahlstrom was engaged in whistle-blowing activities in order to protect children, youth, families, and the Elders from Dr. Morlock's dangerous and unsafe medical practice both at SSIT THC and at her private practice at Community Natural Medicine. (2-ER-68)

81. Additionally, Dahlstrom reiterated his concern(s) and that he (along with Dr. Waszak) also echoed his (Dr. Waszak's) concern that the SSIT could potentially be liable under ISDEAA/FTCA liability and Dahlstrom having to pursue reporting under Chapter 246-16 WAC (Standards of Professional Conduct) involving Dr. Morlock's negligence, and failure to exercise due care and provide adequate information regarding the administration of the VFC vaccines. (*See also*: Informed consent, Wash. Rev. Code 7.70.050-.060). (2-ER-69)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 9**  
**Dahlstrom's Refusal to Authorize CHS Funds for Cosmetic Dentistry**  
**(False Claims Act)**

82. On or around September 21-24, 2015), SSIT's HR Director, Mr. Bailey contacted Dahlstrom and demanded to know why he had disobeyed his and (GM Metcalf's) directives to timely initiate the authorize dental bills (cosmetic) and medical bills covered under the Contract Health Services (funds). Dahlstrom informed Mr. Bailey that he did not initiate the payment process because the vendors identified on the CHS-fund payment did not have current contracts and further THC's patients (some of whom were employees of Sauk-Suiattle Indian Tribe and covered under employer sponsored insurances) and/or alternatively did not qualify for payments because the CHS funds were not legally permitted to be used for such medical/dental procedures and providers who are lacking current contracts with the SSIT or the Indian Health Services. Mr. Bailey ended this call informing Dahlstrom that there would be consequences to him for failure to abide by GM Metcalf's orders to approve CMS funds as directed. (2-ER-70)

83. Specifically, GM Metcalf ordered Dahlstrom to pay the sum of \$32,000 to vendors under the CHS funds. Namely, both GM and HR Bailey were now applying tremendous pressure on Dahlstrom to initiate the \$26,000 to Dr. Ryan C. Johnstun, local dentist in Darrington, Washington. Dahlstrom objected,

Specifically, notifying Metcalf of his objections to having to certify payments for a vendor that was lacking a valid CHS-vendor contract. (2-ER-70-71)

84. Further, Dahlstrom refused to initiate payment to Dr. Johnstun as the CHS funds were never contemplated for dentistry care, and subsequently his concerns were echoed by Alisha Corral, Clinic Manager confirming that Dr. Johnstun lacked the vendor contract from which CHS funds could be paid out, and that GM Metcalf has lied about the payment schemes insisting that the CHS funds payment was for emergency dental care needs of patients. Dahlstrom continued to refuse authorizing the \$32, 000 or the \$26,000 until he could receive verification that cosmetic dentistry was otherwise covered through CHS funds. Neither Metcalf nor Bailey provided this proof to him. (2-ER-71)

85. On September 29, 2015, Dahlstrom was summoned into Defendant Metcalf's office. Ms. Metcalf stated: "...Well you asked for the position, the promotion, the pay raise...now make the vaccine issue go away and focus on building the program and leave Dr. Morlock alone..." (2-ER-71)

**Raju A.T. Dahlstrom received notice of Appointment to Permanent Position**

86. On or about October 5, 2015, Dahlstrom was appointed to the permanent full-time, promotional position as Director of the Department of Health and Social Services, at Sauk-Suiattle Indian Tribe by GM Metcalf, with a (promotional salary

increases from: \$33.00 to \$36.06 –Annual salary: \$75,004.80), under federal / grant program # 11334-103,<sup>5</sup> with an effective date of July 30, 2015. When he was promoted to this permanent position as Director of Health and Social Services, no members of the Sauk-Suiattle Indian Reservation – Tribal Council, GM Metcalf, Chairman Joseph nor HR Director Bailey ever advised him that his attendance at work was lacking. (2-ER-71-72)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 10**  
**Dahlstrom's refusal to create a false accounting document for**  
**CONTRACT SUPPORT COST (10 year look back)**  
**(False Claims Act)**

87. On or about October 7, 2015, GM Metcalf and Dahlstrom spoke by telephone for five minutes. GM Metcalf demanded to know why he had not completed the financial paperwork authorizing payment to Dr. Ryan Johnstun, for dental related services, which at that point exceeded over several thousands of dollars. Dahlstrom reminded GM Metcalf that he had been directed by her not to authorize anything above \$500.00 dollars without written authorization(s) from her. (2-ER-72)

88. Specifically, Dahlstrom was asked by both GM Metcalf and SSIT's Human Resources Director Bailey to pay out two separate cosmetic dentistry bills

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<sup>5</sup> ISDEAA contract funded through Indian Health Services.

from funds to be drawn from SSIT's CHS (Contract Health Services) accounts. Dahlstrom informed GM Metcalf that this was illegal and misuse of CHS's funding requirements.<sup>6</sup> Prior to ending this call, GM Metcalf stated she would address this issue as a disciplinary matter upon my return to the office for failing to endorse approximately \$26,000. Dahlstrom informed GM Metcalf that the majority of the cost was not legally covered through CHS's funding. Additionally, I advised that SSIT had numerous discrepancies in their totaling of CHS's (estimated) cost in excess of \$153,646.51 / Outstanding: \$180,582.77), that still needed verification for fiscal year 2014 and 2015, and other expenses that needed to be reconciled through (3<sup>rd</sup>-party insurances). (2-ER-72-73)

89. Concomitant to Dahlstrom's appointment on October 5, 2015 (and continuing to the weekends of 10/09/2015 and/or 10/15/2015) Dahlstrom was asked by both Defendant Metcalf and Chairman Joseph to work one of those weekend shifts to assist the SSIT with Contract Support Cost (CSC) documentation to be provided to the Internal Revenue Services (IRS/IHS). Defendant Metcalf and Chairman Joseph specifically requested that he review unpaid (reimbursements)

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<sup>6</sup> Contract Health Services (CHS). CHS is now known as Purchased / Referred Care. Additionally, some uncovered care is provided through CHS, but as payor of last resort. ("CSC"). See also: Indian Self-Determination and Education Assistance Act ("ISDEAA"), Pub. L. No. 93-638, as amended, 25 U.S.C. § 450 et seq.

and ongoing unmet CSC cost, with the look-back of provision of over a decade, commencing from on/or about Fiscal Year 2004 to 2013. Chairman Joseph informed Dahlstrom that he would be paid from HSS budget or alternatively from “tribal hard dollars” for his overtime cost, so as to not place federal monies into the documentation scheme. (2-ER-73)

90. Additionally, when Dahlstrom asked about where the documents for compiling the said CSC data, Chairman Joseph informed (and Defendant Metcalf) echoed that there were scant paper records available for review. At this point Defendant Metcalf suggested that the rest could just be created. At the conclusion of this discussion both Defendant Metcalf and Chairman Joseph stated that they needed this work completed prior to the end of October 2015 in order to make on time for submission to the IRS. When Dahlstrom pressed further how much CSC dollars were contemplated, Defendant Metcalf informed they would like Dahlstrom to produce a report reflecting in excess of one million dollars in owed CSC from the ISDEAA chronic underfunding to the Sauk-Suiattle Indian Reservation. (2-ER-73-74)

91. Unfortunately, Dahlstrom informed both Defendant Metcalf and Chairman Joseph that he would decline the invitation as he believed it to be the providence of SSIT Financial Department to address. Further, he informed both

that he did not have any quarrels with supporting the Sauk-Suiattle Indian Tribe's efforts to recover the CSC dollars properly owned to them, that a more pressing issue was that the Contract Health Services (CHS) dollars were being misused and that the ongoing debt and unpaid monies to the vendors for claims and other fiduciary matters not resolved were far more consequential. (2-ER-74)

92. Defendant Metcalf immediately dismissed Dahlstrom's concerns about the fraud, waste, abuse of vital CHS funds (i.e., uncovered cosmetic dentistry and prescription glasses for persons already made ineligible to access the CHS funds as it was payor of last resort, and that some of the TMC patients outstanding bills could be covered through SSIT's own employee insurance pool as some of these patients were gainfully employed, but gaming the CHS funding system). (2-ER-74)

93. In concluding this discussion with Defendant Metcalf and Chairman Joseph, Dahlstrom reiterated his opposition to creating any false documents that would assist in further defrauding the United States or the State of Washington in the Sauk-Suiattle Indian Tribe's efforts to secure monies or compromise both the CHS and CSC reimbursement schemes. (2-ER-74)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 11**  
**Dahlstrom's refusal to create a false accounting document for**  
**CONTRACT SUPPORT COST (10 year look back)**  
**(False Claims Act)**

94. At the termination of the discussions with Defendant Metcalf and Chairwoman Joseph, Defendant Metcalf expressed her alarm and dismay in his refusal to engage in fraud, and stated that she was considering further actions, including possible (insubordination) charges against Dahlstrom for refusal to participate in assisting the SSIT to recover in excess of one-million dollars from the CSC and hundreds of thousands of dollars from the CHS funds contemplated through the ISDEAA contract support regime. (2-ER-75)

95. On or about October 14, 2015, Dahlstrom was provided additional Log Tag documents from Ms. Dailey regarding the temperature reading(s) for reporting periods for Refrigerator Unit # 1860902170, from: 2/2/2015 to 1/15/2015; 8/13/2015 to 9/1/2015, and 9/13/2015 to 10/2/2015). The Alarm readings for these periods at a its highest reporting period 18 hours and 15 minutes on 1/15/2015 to lowest readings of 17 hours and 24 minutes on 8/31/2015. (2-ER-75)

96. On or about October 14, 2015, Dahlstrom was provided additional Log Tag documents from Ms. Dailey regarding the temperature reading(s) for periods covering 08/10/2015 to 9/1/2015, for freezer unit # 1860902171. This report confirms that the VFC or other items stored in this unit experienced High Alarm for freezer temperature exceeding the minimum freeze threshold, for over 2 days, and 4 hours, 6 minutes. This alarm also captured an evaluation period exceeding a

period of 21 days, simply put, the VFC vaccines were potentially compromised (on or about August 31, 2015) due to the wild temperature fluctuations, thus rendering the supplies suspect for use on children and youth, and the Elders. (2-ER-75-76)

97. On or about October 14, 2015, Dahlstrom was provided additional Log Tag documents from Ms. Dailey regarding the temperature reading(s) for periods covering periods: 9/1/2015 to 10/2/2015), for freezer unit # 1860902171. This report confirms that the VFC or other items stored in this unit experienced High Alarm for freezer temperature exceeding the minimum freeze threshold, for over 3 hours, 6 minutes for 9/14/2015. This alarm also captured an evaluation period exceeding a period of 30 days, 23 three hours and 54 minutes. Simply put, the VFC vaccines were potentially compromised due to the wild temperature fluctuations, thus rendering the supplies suspect for use on children and youth, and the Elders. (2-ER-76)

98. On or about October 16, 2015, at 3:55 p.m., Dr. Waszak reiterated his concerns regarding the use of the THC –VFC’s due to ongoing power outage and provided some recommendations for addressing the ongoing issues with the efficacy and safety of vaccines upon Dahlstrom’s urging. (2-ER-76)

**Raju A.T. Dahlstrom’s Participation in Protected Activity # 12**  
**Dahlstrom filed an in-person complaint regarding Dr. Morlock’s reckless violations, worthless medical service and increased exposure to children**

**receiving damaged VFC vaccines and other exposures due to medical liabilities.**

99. On or about Tuesday, October 20, 2015 (and prior to October 22, 2015) Dahlstrom, conducted a field visit with Amie Tidrington, RN., VFC --Vaccines Program Coordinator at Skagit Public Health, in located in Mount Vernon, Washington. He filed a verbal complaint with Ms. Tidrington regarding the inappropriate and illegal manner in which the THC's VFC program was being operated by Dr. Morlock. He also informed Ms. Tidrington that he would be following with a formal complaint with the State of Washington, Department of Health's VFC program. (2-ER-77)

100. Ms. Tidrington when asked if she authorized Dr. Morlock's use of the VFC, she concluded she provided Dr. Morlock with approval to use (THC's VFC) if it comports with CDC's guidelines for its use, and also indicated she would follow-up with submitting CDC's / State of Washington guidelines for Dr. Morlock's use. (2-ER-77)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 13**  
**Dahlstrom Report his Protected Activities involving**  
**A face-to-face Visit with Skagit County Health Department**  
**VFC (False Claims Act)**

101. On or about (and prior to October 22, 2015) Dahlstrom informed Mr. Bailey of the problems, who appeared very distressed, stating repeatedly Ronda

Metcalf was going to be mad and Dahlstrom would lose his job over it. HR Bailey stated Dahlstrom made a trip to Ms. Amie Tidrington office at Skagit County Public Health on or about the week of October 19, 2015 (but prior to October 22, 2015) and Dahlstrom filed a verbal complaint against Dr. Morlock's illegal and malpractice with respect to her handling of the THC's VFC program.

102. On or about October 20, 2015, at 4:15 p.m., Dahlstrom resubmitted his "whistle-blower complaints regarding SSIT's ongoing violations: Specifically, alleging: (a) Safety and Efficacy of Vaccines and the dangerous and unsafe medicine practiced by Dr. Morlock; (b) Maternal Death Investigation, complaint initially filed by Dr. Waszak, specifically, alleging that Dr. Morlock directly reported this concern (death of patient –Dr. Morlock's outside practice) to him – and her request for paid time-off; (c) Obscuring or removal of expiration dates on medical collection containers –as carried out by Dr. Morlock; (d) increasing risk of ISDEAA/FTCA malpractice exposure due to Dr. Morlock's medical/fraudulent practices; and (e) requesting for assistance in evaluating/process a Chapter 246-16 (WAC), to report unprofessional conduct of Dr. Morlock and the risk she poses to patients at the THC. (2-ER-77-78)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 14**  
**Dr. Waszak and Raju A.T. Dahlstrom**  
**Participate in Protected Activity with SSIT CFO Anne Crail**

**Reported the health clinic operating without a sink, unsanitary conditions, and Dr. Morlock's continued worthless medicine practice & use of VFC Vaccines that remain under moratorium (False Claims Act)**

103. On or about October 21, 2015, Dahlstrom along with Dr. Stephen J. Waszak, MD., Director, SSIT's Tribal Health Clinic (THC) met with Anne M. Crail MacKoelyn, MAFM, MBA., SSIT's Chief Financial Officer at the SSIT's Administration Offices. During this meeting with the CFO, both Dr. Waszak, and Dahlstrom filed verbal complaints involving health and safety concerns involving Dr. Christine Marie Jody Morlock, Naturopathic Practitioner (NP), at THC. Specifically, Dr. Waszak (and Dahlstrom) reported that for several weeks the THC had been operating without appropriate sanitation (sinks) in the medical examination rooms, and that NP Morlock was providing substandard care to patients, and was also being disruptive to the overall operations of the THC due to ongoing violations, namely that she was not entering patient visit notes, diagnosis, and that on multiple occasions she was insisting that (Dr. Waszak) complete her patient diagnoses and treatment notes, so that the THC can be paid for her services. Further, Dahlstrom reiterated to the CFO that Dr. Morlock was also violating patient privacy by providing staff members with password access to the EMR (Electronic Medical Records) without good reason. Both Dr. Waszak and

Dahlstrom recommended that NP Morlock be terminated from her employment at THC due to unsafe and unsound medical practice and other safety concerns she posed to patients. The CFO, however, advised that she did not have the authority to terminate Dr. Morlock's employment, thanked both for visiting her and were shown out to the door. (2-ER-78-79)

**Raju A.T. Dahlstrom's Participation in Protected Activity # 14**  
**Dahlstrom Report his Protected Activities involving**  
**The Honorable Chairman Norma A. Joseph's visit to HSS Director office**

104. On or about October 21, 2015, The Honorable Norman Ann Joseph, Sauk-Suiattle Indian Tribal Council Chairperson requested from Plaintiff a tour of his office. Plaintiff immediately complied. While visiting Plaintiff's office, however, Ms. Joseph asked him why his office had no wall hanging(s) ---i.e., pictures, personal mementos or his educational certificates. Plaintiff advised that he believed that he was on sacred ground and didn't feel comfortable defacing his office with personal items. Prior to exiting, Ms. Joseph picked up a color copy of **"Blowing The Whistle: Barriers to Federal Employees Making Disclosures..."** November 2011, read some content, smiled, and exited Dahlstrom's office located at THC. (2-ER-79-80)

**RETALIATION ACT NUMBER 1**  
For Participation in Protected Activity

105. On or about October 22, 2015, Dahlstrom was handed a signed letter from GM Metcalf informing him of Administrative home assignment. When he asked about why he was administratively assigned home, she stated: “well you know, it’s about what we talked in your complaints earlier...” (i.e., involving the vaccines issues, whistle-blowing, and complaints of medical negligence complaints Dahlstrom filed against Dr. Morlock, concluding: “you know...it’s what we have talking about...” Ms. Metcalf also reiterated or stated: “Well, it is the vaccine issue...your mother...well you asked for additional paid leave...admin leave...now you will have a lot of time to mourn your mother’s death...you asked for it...” (2-ER-80)

106. Dahlstrom asked GM Metcalf why he was being send home—that she and for other reasons as previously discussed having to do with the tribal vaccine program. (2-ER-81)

107. On or about October 22, 2015, Dahlstrom was placed on Administrative leave via a letter authored and/or signed by GM Metcalf. (2-ER-81)

**RETALIATION ACT NUMBER 2**  
**Received 1<sup>st</sup> Firing Letter**

For Participation in Protected Activity

108. On or about November 16, 2015, Dahlstrom received his 1<sup>st</sup> termination letter from HR Bailey ending his “at-will” employment with the Sauk-Suiattle Indian Tribe. (2-ER-81)

109. On or about November 21, 2015, at 3:49 p.m., Dahlstrom filed a Grievance / Appeal regarding his termination from SSIT’s employment because of my complaints of misuse, fraud, waste, abuse of the VFC vaccines and False Claims Act violations. (2-ER-81)

**Raju A.T. Dahlstrom’s Participation in Protected Activity # 15**  
**Dahlstrom Files Official Grievance regarding 1<sup>st</sup> Termination Letter**

110. On November 27, 2015, Dahlstrom submitted “Sauk-Suiattle Indian Tribe – Formal Grievance Form,” alleging retaliatory termination for his position as Director, Health and Social Department. Dahlstrom also alleged that SSIT violated also its own commitment to “non-retaliation” for him having participated in the grievance / complaint process protesting/contesting his firing due to retaliation for his participation in protected activities. Dahlstrom FCA Disclosures 2017, p. 1326-1328 of 1661). (2-ER-82)

111. On or about November 30, 2015, at 11:05 a.m., Jack Finder, Office of Legal Counsel, Sauk-Suiattle Indian Tribe informed Dahlstrom that his office / SSIT Tribal Council received his “Grievance” resulting in Dahlstrom termination

being “tabled during the November Tribal Council session” and Dahlstrom “is still on Admin Leave.” (2-ER-82-83)

112. On or about December 7, 2015, upon SSIT’s Certification of Tribal Council Motion made on or about December 4, 2015, it purports that Dahlstrom was terminated from his employment at SSIT by a Vote of 5, 0 against, and 1 abstention. (2-ER-83)

**RETALIATION ACT NUMBER 3**  
**Received Final Firing Letter**

113. On or about December 8, 2015, Dahlstrom received his 2<sup>nd</sup> termination letter from GM Metcalf, ending his “at-will” employment with the Saul-Suiattle Indian Tribe. (2-ER-83)

114. On or about December 8, 2015, Dahlstrom was notified of his (at-will) termination from Sauk-Suiattle Indian Tribe by letter signed by GM Metcalf. (2-ER-83)

115. On or about December 13, 2015, at 4:08 p.m., Dahlstrom filed an e-mail string containing his complaint for retaliation/termination, in an effort to get his job back. (2-ER-83)

116. On or about December 23, 2015, at 12:00 p.m., SSIT’s Tribal Council Member Christine Banks (in an e-mail string message forwarded to the SSIT

Chairman and to Raju A.T. Dahlstrom, responding to his complaint on grievance/retaliation complaint involving his termination from employment at SSIT on December 8, 2015) stated: “Please refer to our Personnel Review Board to further investigate. I believe that Raju may have a valid point regarding the handling of our medicines. If Indian Health Services Epidemiologist Dr. Weiss advised us to not use the vaccinations, and we did not follow that recommendation, our children may be at risk of serious injury / disability, death or contagious. My personal concerns are for all my nephews and nieces who utilize our tribal clinic for their vaccinations, especially since it is a requirement before they attend school. To say that “Skagit County” didn’t find any problems, when all know that the tribal internet, telephones and power is completely down; I’d like to see their report, with time gaps spanning several days/hours, where the vaccinations weren’t even monitored. As far as Dahlstrom knows, doctors will use common sense. This information was very alarming and upsetting to him and possible liability issues in addition to the endangerment of our people (vulnerable adults, children, elders), when there’s no proper disclosure provided to patients and their parents...” (2-ER-84)

117. On or about December 17, 2015, at 11:12 p.m., Dahlstrom submitted his official grievance of his termination from employment at SSIT’s Office of

Legal Counsel, HR, and Members of Council alleging his termination was based on his active participation in whistleblowing about unsafe medical practices, fraud, waste, and abuse of the VFC-program, and other financial frauds, as enumerated in his Second Amended Complaint against the named individuals in their (individual capacities). Specifically, Dahlstrom filed his 718 Problem Resolution/Grievance – with the SSIT citing violations of their enumerated policy as follows:

*...Furthermore, it is the policy of Sauk-Suiattle Indian Tribe to encourage employees to disclose improper actions of supervisors and management without fear of retaliation.*  
(2-ER-84-85)

118. On or about December 23, 2015, at 11:40 a.m SSIT Tribal Council Member Christine Banks in her response to Dahlstrom’s “employment grievance” stated the following: “Please refer to appropriate department for reviewal. I believe Raju has valid complaints/concerns and we need to establish a Risk management / Ombudsman to represent our tribe’s legal concerns.” (2-ER-85)

119. On or about January 4, 2016, Dahlstrom filed Claim for Damage Injury, or Death, Standard Form 95 with the UNITED STATES OF AMERICA condition precedent to filing a tort action (pursuant to FCA/FTCA) against the UNITED STATES OF AMERICA, and other defendants in this instant action. (2-ER-85)

120. As the Director of Health and Social Services, within the Sauk-Suiattle Indian Tribe, Dahlstrom was responsible for implementing the following:

**Essential Duties and Responsibilities** include the following. Other duties may be assigned. Administrative Supervision of department staff and contract employees in the following clinics/programs: Clinic, Social Services Mental Health, Chemical Dependency, and any other related program as assigned by SSIT Tribal Council. Plan, organize, implement and evaluate goal-oriented performance-based programs and services. *Oversees the activities of health services programs and ensure their compliance with Tribal, Federal, State and Local regulations and requirements.* *Administrates Health and Social Services Grants and Contracts compliance management* which includes records management, submittal of timely reports, program services, budgets and staffing. Ensures program grants/contracts are written and submitted to Tribal Council. Develop and administer department's annual budget in conformity with tribal vision and regulated standards set forth in the grant and contract.”

121. From on or about November 22, 2010 through on or about December 8, 2015,<sup>7</sup> Dahlstrom was responsible for carrying out the provisions of the Indian Self

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<sup>7</sup> From October 22, 2015 through December 8, 2015, I was administratively reassigned to my home without any job responsibilities. During this period, I continued to draw my paychecks through funds from Self-Determination contracts.

Determination and Education Assistance Act (“Self–Determination Act” or “ISDEAA”), codified principally at 25 U.S.C. § 450, et seq.

Dahlstrom demonstrated knowledge and ability to perform the real programmatic needs of the Sauk-Suiattle Indian Tribe or the willingness to learn.

Most importantly, Dahlstrom was never subject to any written or disciplinary performance evaluations while Dahlstrom served from April 27<sup>th</sup> to October 22, 2015, and from October 22, 2015, until Dahlstrom was (retaliatorily terminated) for participating in protected activities and whistleblowing about fraud, waste, and abuse of the VFC and other illegal fraudulent acts<sup>8</sup> under the ISDEAA contract programs. (2-ER-87)

## **VI. AUTHORITIES AND ARGUMENT**

Summary judgment is proper “if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). The moving party bears the burden of showing that no genuine issues of material fact exist. *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986). The moving party must demonstrate the “basis for its motion, and identify those portions of the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, which it believes

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<sup>8</sup> False Claims Act

demonstrate the absence of a genuine issue of material fact.” *Id.* at 323 (internal citations and quotation marks omitted). The nonmoving party “must set forth specific facts showing that there is a genuine issue for trial.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 (1986) (internal citations and quotation marks omitted). The reviewing court must then determine “whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law.” *Id.* at 251–52. A court should view the facts and draw all reasonable inferences in favor of the non-moving party. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986).

**The court erred in dismissing the Washington State claim of wrongful termination in violation of public policy.**

In its order of February 26, 2018, (Dkt. 62) the court ruled as follows:

To the extent plaintiff is asserting a wrongful termination claim under state law, however, violations of the First, Fifth, and/or Fourteenth Amendments could be used to show that defendants exceeded their discretion and are therefore not protected by the discretionary function exception. See *Loumiet v. U.S.*, 828 F.3d 935, 942-46 (D.C. Cir.2016).

In this case, Dahlstrom pleaded that the actions of the United States and the Tribe constituted a wrongful discharge in violation of public policy under Washington law. There, the general rule is that an employer can discharge an at-will employee for no cause, good cause or even cause morally wrong without fear

of liability. *Ford v. Trendwest Resorts, Inc.* 146 Wn.2d 146, 152 (2002). The tort for wrongful discharge in violation of public policy is a narrow exception to the at-will doctrine... To state a cause of action, the plaintiff must plead and prove that his termination was motivated by reasons that contravene an important mandate of public policy.” *Becker v. Cmty. Health Sys., Inc.* 184 Wn.2d 252, 258 (2015). In September 2015, the Washington Supreme Court issued three companion cases intending to clarify the formulation of this tort. See *Rose v. Anderson Hay & Grain Co.*, 184 Wn.2d 268 (2015), *Becker*, 184 Wn.2d at 252; *Rickman v. Premera Blue Cross*, 184 Wn.2d 300 (2015). The court explained that there are four scenarios giving rise to wrongful discharge in violation of public policy claims that can be “easily resolved” under the framework initially articulated in *Thompson v. St. Regis Paper Co.*, 102 Wn.2d 219 (1984). See *Rose*, 184 Wn.2d at 286-87, *Becker*, 184 Wn.2d at 258-59. These scenarios, one of which arises “when employees are fired in retaliation for reporting employer misconduct, i.e. whistleblowing,” do not require much analysis because they implicate clear public policies. *Rose*, 184 Wn.2d at 286-87; *Karstetter v. King Cty Corr. Guild*, 1 Wn. App.2d 822, 832 (2027).

Using the record in this case, Judge Lasnik ruled that

Plaintiff has adequately alleged that he engaged in whistle-blowing activities in order to further the public good and that he was terminated for his continuing investigation and complaints about Dr. Morlock's provision of vaccination services at the tribal medical center and fraud in the provision of contract services under the ISDEAA. The burden now shifts to the defendant to show the plaintiff's whistle-blowing allegations are false or that his dismissal was for other reasons. See *Rose*, 184 Wn.2d at 287. (CP I: 22-23)

Judge Lasnik ruled the defendant could not meet that burden, so on 7-13-18 ruled that this claim survived two motions on the pleadings and allowed discovery to proceed. (CP I:24).

However, when the defendants brought their motion for summary judgment, Judge Lasnik found a different reason to dismiss this cause of action and thus dismiss the entire suit:

Congress has expressly extended the FTCA's waiver of sovereign immunity to claims resulting from the performance of functions ...under a contract, grant agreement, or cooperative agreement authorized by the ISDEAA, 25 U.S.C. §450f. Tribal employees will be deemed employees of the Bureau of Indian Affairs ("BIA") for purposes of the FTCA only when they are acting within the scope of their employment in carrying out the contract or agreement. *Shirk v. U.S. ex rel Dep't of Interior*, 773 F.3d 999, 1003-04 (9<sup>th</sup> Cir. 2014). "Because '[t]he party asserting jurisdiction bears the burden of establishing' ..., a plaintiff in an FTCA suit must identify which contractual provisions the alleged tortfeasor was carrying out at the time of the tort." *Id.* 1006 (quoting *In re Dynamic random Access Memory (DRAM) Antitrust Litig.*, 546 F.3d 981, 984 (9<sup>th</sup> Cir. 2008)).

Plaintiff has failed to meet his burden. His wrongful termination claim center on the Tribal Council's decision to terminate

his employment as the Tribe's Health & Social Service Director in December, 2015. The United States has submitted evidence of the ISDEAA contract and related agreements at issue and asserted the absence of any contractual provision related to the employment/resources activity of which the plaintiff complains. Plaintiff's only response is to argue that, in the scope of his employment as Health Service Director, he was carrying out work authorized by the ISDEAA contract. The issue, however, is whether the alleged tortfeasor – here the Tribal Council- was carrying out the contract when carrying out work authorized by the ISDEAA contract. The issue, however, is whether the alleged tortfeasor – here the Tribal Council – was carrying out the contract when it decided to terminate plaintiff's employment. Plaintiff has failed to identify any contractual provision that might apply.

Because plaintiff has not shown that the allegedly wrongful termination is encompassed by the ISDEAA contract or related agreements, the Tribal Council is not “deemed” to be an employee of the BIA and the FTCA's waiver of sovereign immunity does not apply. Thus, the court lacks subject matter jurisdiction to hear plaintiff's only remaining claim.

What Judge Lasnik overlooks is that the tribal council is the supervisor for all the employees that are responsible carrying out the tribe's responsibilities under the contract. If, in their role as supervisors, they ratify or overturn actions of their subordinates that results in the breach of the contract, then they are the ones that are ultimately responsible for the breach. Simply put, the buck stops with them.

The judge cites to no authority that the contract must provide for funding of the tribal council for them to be held accountable, nor should there be.

The tribal council's role was specifically analyzed in *Colbert v. United States*, 785 F.3d 1384, 1390 (11th Cir. 2015):

[A]n Indian tribe, tribal organization or Indian contractor is deemed hereafter to be part of the Bureau of Indian Affairs in the Department of the Interior or the Indian Health Service in the Department of Health and Human Services while carrying out any such contract or agreement and its employees are deemed employees of the Bureau or Service while acting within the scope of their employment in carrying out this contract or agreement...[A]fter September 30, 1990, any civil action or proceeding involved such claims brought hereafter against any tribe, tribal organization, Indian contractor or tribal employee covered by this provision shall be deemed to be an action against the United States and will be defended by the Attorney General and be afforded the full protection and coverage of the Federal Tort Claims Act.

Here the council was “carrying out” the contract when it either ratified or reversed the actions of their subordinates such as Metcalf, Dahlstrom, Morlock or Waszak. Thus, they were clearly to be considered employees of the United States of America under the straight forward terms of the FTCA.

Here, Dahlstrom clearly designated the contract he was working under (ER II: 71-74) and clearly designated that his position was responsible for “carrying out” the tribe’s responsibilities under the contract (ER II: 75-79) and therefore protected by the FTCA. Thus, the United States of America had waived sovereign immunity by agreeing to defend the suit through the courts.

## VII. CONCLUSION

Based on the foregoing, Plaintiff Raju Dahlstrom requests that this Court reverse the district court's granting of defendant United States of America's Motion for Summary Judgment, with respect to plaintiff's state claim of wrongful discharge on the basis of violation of public policy and remand the issue for trial on the merits of his claim.

DATED this 12th day of February 2021,

/S/ John Scannell

John Scannell  
Attorney for Appellant

## STATEMENT OF RELATED CASES

A related case is Raju Dahlstrom, et al v. Community Natural Medicine, PL, et al case No. 20-35368.

## CERTIFICATE OF COMPLIANCE

This brief is reproduced using a proportionally spaced typeface of 14-point type and consists of 12,582 words including footnotes.

Dated this 12th day of February, 2021,

/S/John Scannell

John R. Scannell

### DECLARATION OF SERVICE

I hereby certify that on February 12, 2021, I caused to be served a copy of this document, the opening brief, by the method indicated below and addressed to the following:

Uploaded by ECF            By: John Scannell

Dated in Seattle Washington this 12th day of February, 2020,

*/S/ John Scannell*

\_\_\_\_\_  
John Scannell