

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

PETER SADLER, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

KBR, INC. f/k/a KELLOGG BROWN &
ROOT (HOUSTON), INC. and HOMESAFE
ALLIANCE LLC,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

DEMAND FOR A JURY TRIAL

CLASS ACTION COMPLAINT

Plaintiff Peter Sadler (“Plaintiff”), individually and on behalf of all other similarly situated former employees of Defendants KBR, Inc. f/k/a Kellogg Brown & Root (Houston), Inc. (“KRB”) and HomeSafe Alliance, LLC, (“HomeSafe”) (collectively, “Defendants”) (hereinafter, the “Class”), through his undersigned counsel, brings this Class Action Complaint against Defendants seeking all available relief under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, *et seq.* (“WARN Act”), and Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure. The following allegations are based on personal knowledge as to Plaintiff’s own conduct and are made on information and belief as to the acts of others.

INTRODUCTION

1. Plaintiff and the Class were, until recently, employees of Defendants, who were terminated by Defendants without cause through its abrupt plant closure on June 27, 2025. In conducting the plant closure, Defendants failed to give Plaintiff and Class Members at least 60 days prior notice of termination of their employment violating the WARN Act. Accordingly, Plaintiff and the Class are entitled to recover from Defendants their wages and other employee

benefits for sixty (60) working days following the termination of their employment, for which wages and benefits have not been paid.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 2104(a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5). Defendants reside in and/or conduct business in this Judicial District, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred within this Judicial District.

PARTIES

4. Plaintiff is an adult citizen and resident of Villa Rica, Georgia. Plaintiff was employed by Defendants from on or about March 2025 until his termination on June 27, 2025. He was a full-time employee. During his tenure, Plaintiff worked as a Customer Experience Manager and was paid an annual salary of \$90,000. Plaintiff worked from home and was based out of Defendants' Houston, Texas office.

5. Defendant KBR is a publicly traded Delaware corporation (NYSE: KBR), and maintains its principal offices at 601 Jefferson Street, Houston, Texas 77002.

6. Defendant HomeSafe is organized under the laws of Delaware and maintains its principal offices at 601 Jefferson Street, Houston, Texas 77002.

7. Defendants and/or Defendants' officers, directors, agents, employees, or representatives committed the unlawful acts alleged in this Complaint while actively engaged in the management of Defendants' businesses or affairs and with the authorization of Defendants.

8. At all times relevant to this Complaint, Plaintiff and similarly situated workers were "employees" of Defendants and covered by the WARN Act. 29 U.S. Code § 2101(a)(5); 20 C.F.R.

§ 639.3(e).

9. At all times relevant, Defendants were “employers” covered by the WARN Act. 29 U.S. Code § 2101(a)(1); 20 C.F.R. § 639.3(a).

CLASS DEFINITION

10. Plaintiff brings this lawsuit individually and as a class action pursuant to 29 U.S.C. § 2104(a)(5) and Federal Rule of Civil Procedure 23 on behalf of:

All former employees of Defendants who performed work in the United States and who were terminated through Defendants’ plant closing on or about June 27, 2025 (the “Class” or “Class Members”).

11. Plaintiff reserves the right to redefine the Class prior to certification, and thereafter, as may be warranted or necessary.

FACTUAL ALLEGATIONS

12. KBR is a global company with over 29,000 employees that provides science, technology, and engineering solutions to governments and private companies around the world.

13. HomeSafe Alliance LLC, is a joint venture led by KBR, that is “dedicated to providing fast, easy, efficient relocation” services to members of the United States Armed Forces, Department of Defense civilians and their families (“Service Members”).¹

14. KBR has a 72% ownership interest in HomeSafe.

15. KBR exercises control over HomeSafe’s operations, sets policies governing Class Members’ employment, and provides and manages Class Members’ employment benefits and retirement plans. KBR provides resources and support to HomeSafe and its employees including

¹ *HomeSafe Alliance, a KBR led Joint Venture, Secures \$20B Contract to Transform U.S. Military Moving Industry with Digital Solutions*, KBR.com (Nov. 5, 2021), <https://investors.kbr.com/news-and-events/news/news-details/2021/HomeSafe-Alliance-a-KBR-led-Joint-Venture-Secures-20B-Contract-to-Transform-U.S.-Military-Moving-Industry-with-Digital-Solutions/default.aspx> (last visited June 28, 2025).

equipment, employee computers, and managed the IT network and client management system HomeSafe employees used in their day-to-day work.

16. HomeSafe and KBR shared common employees. Some KBR employees were assigned to work exclusively on HomeSafe projects and reported to HomeSafe's supervisors and leadership.

17. In November 2021, the U.S. Transportation Command ("TRANSCOM") awarded HomeSafe with the Global Household Goods Contract ("GHC") to be the exclusive household goods move management service provider for Service Members valued at approximately twenty billion dollars (\$20B) over a potential nine (9) year term.

18. HomeSafe employed hundreds of Class Members, including Plaintiff, to perform services under its government contract including in customer service, claims, and operations roles.

19. HomeSafe employed at least 320 employees as of June 2025.

20. HomeSafe employed 100 or more full-time employees and/or 100 or more employees, including part-time employees, who in the aggregate work at least 4,000 hours per week, exclusive of hours of overtime. *See* 20 C.F.R. § 639.3(a).

21. Class Members, including Plaintiff, are primarily "outstationed" employees of Defendants, within the meaning of 20 C.F.R. § 639.3(i)(6) of the WARN Act, who reported to, received assignments from, or were assigned to a single site of employment at Defendants' Houston, Texas office.

Defendants Failed to Provide Required WARN Notice

22. On June 27, 2025, Defendants conducted a plant closing and laid off hundreds of employees without giving the required sixty (60) days WARN Act notice following the cancellation of HomeSafe's contract with the Department of Defense.

23. Defendants failed to provide employees required WARN notices even though such layoffs, and the loss of HomeSafe's contract, were reasonably foreseeable following HomeSafe's persistent and well-documented inability to satisfactorily perform its obligations under the GHC.

24. Defendants' June 27, 2025, layoff is not excused from WARN Act as it does not fall under one of the Act's exceptions: unforeseeable business circumstances, faltering companies, and natural disasters.

25. Furthermore, Defendants did not issue Plaintiff or the Class Members any WARN Act notice indicating that Defendants were claiming one of the Act's three exceptions as a reason for the failure to provide the required sixty (60) day notice of the layoffs.

26. HomeSafe officially began performing limited domestic test moves under the GHC in April 2024, with operations expected to ramp up to HomeSafe conducting 20% of all domestic moves for Service Members by December 2024 and international moves to begin in 2025.²

27. As HomeSafe's operations began to ramp up in December 2024, numerous problems began to arise with HomeSafe's performance under the GHC and its ability to handle a higher volume of moves. In January 2025, Federal News Network reported that "TRANSCOM officials said they currently estimate 1,000 families have been affected by missed pickups, late deliveries, or communication problems."³

28. Federal News Network further reported that the problems HomeSafe experienced in executing Service Members' moves under the GHC prompted TRANSCOM to issue a show-

² Amanda Miller, *Privatizing PCS Moves: What You Need to Know As HomeSafe Alliance Takes Over*, Military.com (April 16, 2024) <https://www.military.com/pcs/privatizing-pcs-moves-what-you-need-know-homesafe-alliance-takes-over.html>.

³ Jared Serbu, *DoD Raises Formal Performance Concerns On Multibillion Dollar Moving Contract*, Federal News Network (Jan. 30, 2025) <https://federalnewsnetwork.com/defense-news/2025/01/dod-raises-formal-performance-concerns-on-multibillion-dollar-moving-contract/?readmore=1>.

cause notice requiring HomeSafe to “explain hundreds of instances over the past month in which movers have failed to begin military families’ moves on the agreed-upon dates, delivered their belongings late, or both.”⁴

29. On February 26, 2025, United States Senator Mark Warner of Virginia sent a letter to TRANSCOM outlining his concerns with HomeSafe’s performance under the GHC and requesting additional briefing as to how TRANSCOM “will ensure HomeSafe Alliance improves contract performance.” *See* Ex. A.

30. In his letter, Senator Warner sought clarity on numerous issues including:

- How many household goods (HHG) pickups and drop offs have been missed since the new Global Household Goods contract was phased in? What percentage of these missed pick up and drop offs are because of contractors failing to show up, or other capacity issues?
- What recourse is available to servicemembers and their families when their HHG pickup or drop off is delayed?
- Why was a show-cause letter issued to HomeSafe Alliance, and what was HomeSafe Alliance's response to the letter?
- What assurances has HomeSafe Alliance provided in terms of their ability to build mover capacity?
- What changes have you implemented to reduce the number of missed pickups and drop offs since April 2024? What are you doing to ensure HomeSafe Alliance is prepared for peak PCS season?

Ex. A.

31. According to Federal News Network, “[i]n an April 1 memo, the [Army] service told all of its base-level shipping offices to stop booking new moves under the contract ‘until further notice,’ and to be prepared to process turn-backs of planned GHC moves.”⁵

32. In April 2025, Plaintiff learned that Defendants sent back to TRANSCOM

⁴ *Id.*

⁵ Jared Serbu, *DoD Orders ‘Immediate’ Changes to Troubled PCS Moving Program, Replaces Senior Official*, Federal News Network (May 21, 2025) <https://federalnewsnetwork.com/defense-news/2025/05/dod-orders-immediate-changes-to-troubled-pcs-moving-program-replaces-senior-official/>

thousands of moves that had been assigned to HomeSafe. Around that same time, Plaintiff also learned that HomeSafe cancelled two hiring classes of about sixty (60) new employees that were scheduled to be onboarded in April 2025.

33. In early May, HomeSafe laid off at least nine (9) employees from the customer service department.

34. On May 9, 2025, HomeSafe CEO Robert Nicholson held a virtual companywide all hands meeting from Defendants' Houston office where he informed employees that HomeSafe was struggling to meet the government's performance standards under the GHC and that the layoffs were necessary to create "breathing room." Nicholson also told employees that the company did not anticipate further layoffs at that time.

35. On May 20, 2025, "Defense Secretary Pete Hegseth ordered more than a half dozen actions he said were meant to address 'deficiencies' in the department's transition to the \$17.9 billion Global Household Goods contract (GHC), managed by HomeSafe Alliance."⁶

36. The first action Secretary Hegseth ordered was to "[h]old the GHC . . . programs accountable for meeting their key performance indicators and provide weekly updates" to Department of Defense offices. *See* Ex. B.

37. On June 18, 2025, the Department of Defense announced that it had "terminated HomeSafe Alliance LLC (HSA) . . . for cause due to HSA's demonstrated inability to fulfill their obligations and deliver high quality moves to Service members."⁷

38. On June 19, 2025, HomeSafe published a press release on its website stating that it

⁶ *Id.*

⁷ *See* Press Release, *Statement by Chief Pentagon Spokesman Sean Parnell on Implementation Memorandum for Permanent Change of Station Joint Task Force*, U.S. Department of Defense (June 18, 2025) <https://www.defense.gov/News/Releases/Release/Article/4221479/statement-by-chief-pentagon-spokesman-sean-parnell-on-implementation-memorandum/>.

learned of the contract termination and that it would be ceasing operations.

39. On June 20, 2025, HomeSafe CEO Robert Nicholson held a second virtual companywide all hands meeting from Defendants' Houston office and informed Plaintiff and Class Members that its contract with the Department of Defense had been cancelled and that they would no longer be receiving work from the contract.

40. On June 23, 2025, Defendants informed Plaintiff and Class Members, via meetings with Defendants' HR personnel, that HomeSafe was ceasing operations and that all employees would be terminated. Defendants' HR personnel told Plaintiff and Class Members that they would be terminated as of Friday, June 27, 2025.

41. On June 27, 2025, Defendants laid off more than two hundred (200) workers and over 70% of its workforce who reported to, received assignments from, or were assigned to Defendants' Houston, Texas office.

42. Defendants have retained a small number of employees to assist with closing out moves that were pending as of June 27, 2025, but have informed those few employees that they will also be terminated within the coming weeks.

43. There were sufficient warning signs for the termination of the contract that the layoff was not unforeseeable and were not outside of Defendants' control. Defendants knew or should have known at least 60 days prior to the plant closing on June 27, 2025, that it was likely that Defendants would be required to have such a plant closing because Defendants knew they were not meeting performance standards required under the GHC, as discussed above, and had already been issued a show cause order to address performance concerns in February 2025.

CLASS ACTION ALLEGATIONS

44. Plaintiff brings this action as a class action pursuant to Fed. R. Civ. P. 23 on behalf

of himself and the Class defined above.

45. The members of the Class are so numerous and that joinder of all members would be impracticable. As alleged above, there are hundreds of Class members, all of whom are well-known and identifiable to Defendants.

46. Plaintiff will fairly and adequately represent and protect the interests of the Class because there is no conflict between Plaintiff's claims and those of the Class, and Plaintiff's claims are typical of the claims of the Class. Plaintiff's undersigned counsel is competent and experienced in litigating class actions and other complex litigation matters, including WARN Act cases.

47. There are questions of law and fact common to the proposed Class that predominate over any questions affecting only individual Class members, including, without limitation: whether Defendants violated the WARN Act by failing to provide appropriate and timely notice to Class members regarding a plant closing.

48. Plaintiff's claims are typical of the claims of the Class in the following ways, without limitation: (a) Plaintiff is a member of the Class; (b) Plaintiff's claims arise out of the same policies, practices, and course of conduct that form the basis of the claims of the Class; (c) Plaintiff's claims are based on the same legal and remedial theories as those of the Class and involve similar factual circumstances; (d) there are no conflicts between the interests of Plaintiff and the Class; and (e) the injuries suffered by Plaintiff as a result of the plant closing are similar to the injuries suffered by the Class.

49. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Class predominate over any questions affecting only individual Class members. Class action treatment is superior to the alternatives for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of

similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. The Class is readily identifiable from Defendants' own employment records. Prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for Defendants.

50. A class action is superior to other available methods for adjudication of this controversy because joinder of all members is impractical. Further, the amounts at stake for many of the Class members, while substantial, are not great enough to enable them to maintain separate suits against Defendants.

51. Without a class action, Defendants will retain the benefit of their wrongdoing, which will result in further damages to Plaintiff and the Class. Plaintiff envisions no difficulty in the management of this action as a class action.

COUNT I
Violation of the WARN Act, 29 U.S.C. §§ 2101 *et seq.*
(On behalf of Plaintiff and the Class)

52. Plaintiff, on behalf of himself and the Class, repeats and realleges the allegations of the preceding paragraphs as if fully restated herein.

53. Plaintiff brings this action pursuant to 29 U.S.C. § 2104(a)(5).

54. The WARN Act provides that certain employers with more than 100 employees must provide 60 days' advance written notice of plant closings and mass layoffs. 29 U.S. Code § 2101(a); 20 C.F.R. § 639.3.

55. The Act provides three exceptions to the notice requirement: (a) unforeseeable business circumstances, (b) faltering companies, and (c) natural disasters. 20 C.F.R. § 639.9.

56. In order to claim the benefit of one of the WARN Act's three exceptions, "[t]he employer must, at the time notice actually is given, provide a brief statement of the reason for reducing the notice period, in addition to the other elements set out in § 639.7." 20 CFR § 639.9.

57. The notice given must be specific and in writing. 20 C.F.R. § 639.7(a).

58. The WARN Act requires the notice provided to affected employees include the following specific factual information:

- (1) A statement as to whether the planned action is expected to be permanent or temporary and, if the entire plant is to be closed, a statement to that effect;
- (2) The expected date when the plant closing or mass layoff will commence and the expected date when the individual employee will be separated;
- (3) An indication whether or not bumping rights exist;
- (4) The name and telephone number of a company official to contact for further information.

20 CFR § 639.7(d).

59. At all relevant times, Defendants had more than 100 full-time employees within the United States.

60. At all relevant times, Defendants employed more than 100 employees who, in the aggregate, worked at least 4,000 hours per week, exclusive of hours of overtime, within the United States.

61. At all times relevant, Defendants were each an "employer" as that term is defined in 29 U.S.C. § 2101(a)(1) and 20 C.F.R. § 639.3(a).

62. On or around June 27, 2025, Defendants effected a plant closing as defined by 29 U.S.C. § 2101(a)(2).

63. Defendants' plant closing resulted in an employment loss of more than 50

employees on June 27, 2025, at a “single site of employment,” and as such, constituted a “plant closing” within the meaning of 29 U.S.C. § 2101(a)(2), thus making all Class Members “affected employees” as a direct and proximate result of the failure to give notice as required under the WARN Act.

64. Defendants’ Houston office was the “single site of employment” for Plaintiff and the Class Members as defined in 20 C.F.R. § 639.3(i), which reads in relevant part:

(1) A single site of employment can refer to either a single location or a group of contiguous locations. Groups of structures which form a campus or industrial park, or separate facilities across the street from one another, may be considered a single site of employment.

(6) For workers whose primary duties require travel from point to point, who are outstationed, or whose primary duties involve work outside any of the employer's regular employment sites (e.g., railroad workers, bus drivers, salespersons), the single site of employment to which they are assigned as their home base, from which their work is the assigned, or to which they report will be the single site in which they are covered for WARN purposes.

(8) The term “single site of employment” may also apply to truly unusual organizational situations where the above criteria do not reasonably apply. The application of this definition with the intent to evade the purpose of the Act to provide notice is not acceptable.

65. Plaintiff was a full-time employee of Defendants.

66. Plaintiff was discharged without cause as part of the plant closing ordered by Defendants and is an “affected employee” within the meaning of 29 U.S.C. § 2101(a)(5).

67. At or about the time that Plaintiff was discharged or shortly thereafter, Defendants also discharged over two hundred (200) additional “affected employees” as part of their plant closing.

68. Pursuant to 29 U.S.C. § 2104(a)(5), Plaintiff asserts the claims raised in this proceeding on behalf of the Class for each of them for their benefit.

69. Each of the Class members are similarly situated to Plaintiff in respect to their rights

under the WARN Act.

70. The plant closing resulted in “employment losses,” as that term is defined by 29 U.S.C. § 2101(a)(6), at a single site of employment. Defendants failed to give written notice of the plant closing to the “affected employees” prior to the actual date of the layoff.

71. The WARN Act required that Defendants give Plaintiff and the Class at least 60 days prior written notice of termination of employment. 29 U.S.C. § 2102(a).

72. Prior to the termination of employment, Plaintiff and the Class did not receive written notice from Defendants that complied with the requirements of the WARN Act.

73. Defendants’ June 27, 2025, layoff was not an unforeseeable business circumstance; Defendants were not faltering companies; and the layoff was not caused by natural disasters as required to be excused by WARN Act notice provision. 20 C.F.R. § 639.9(a)-(c).

74. Moreover, Defendants did not issue Plaintiff or the Class Members any WARN Act notice indicating that Defendants were claiming one of the Act’s three exceptions as a reason for the failure to provide the required sixty (60) day notice of the layoff, as is required to claim the protection of the exceptions. 29 U.S.C. § 2102(b)(3); 20 C.F.R. § 639.9; *see also In re Yellow Corp.*, No. 23-11069 (CTG), 2024 WL 5181660, at *13 (Bankr. D. Del. Dec. 19, 2024) (holding employer’s formal WARN Act notices to union and non-union employees were “insufficient to invoke the statutory exceptions because the ‘brief statement’ did not contain enough facts adequately to justify the reduced notice.”).

75. Defendants failed to pay Plaintiff and the Class their respective wages, salary, commissions, bonuses, benefits, accrued holiday pay, and accrued vacation for 60 working days following the respective terminations of their employment.

76. Defendants’ failure to provide Plaintiff and the Class with at least sixty (60) days

prior written notice of the termination of employment was a violation of federal law, the WARN Act. The WARN Act specifically provides that employers that violate the WARN Act are liable for “back pay” for each day of violation. 29 U.S.C. § 2104(a)(i)(A).

77. Because of Defendants’ violation of the WARN Act, Plaintiff and the Class are entitled to payment for their wages, salary, commissions, bonuses, accrued holiday pay, and accrued vacation for “the period for the violation, up to a maximum of sixty (60) days.” 29 U.S.C. § 2104(a)(1).

78. As a result of Defendants’ violation of the WARN Act, Plaintiff and Class members have been damaged in amounts equal to the sum of:

- (a) their respective lost wages, salaries, commissions, bonuses, accrued holiday pay, accrued vacation pay, pension contributions, and 401(K) contributions for 60 working days;
- (b) the health and medical insurance and other fringe benefits under the Employee Retirement Income Security Act (“ERISA”) that they would have received or had the benefit of receiving, for a period of 60 working days after the date of their termination;
- (c) all medical expenses incurred during such period that would have been covered and paid under Defendants’ employee benefit plans had that coverage continued for that period; and
- (d) interest for the time value of the lost wages and benefits.

29 U.S.C. § 2104(a)(1).

79. Pursuant to 29 U.S.C. 2104 (a)(6), employers such as Defendants who violate the WARN Act shall also be liable for court costs and attorneys’ fees incurred in recovering the Plaintiff’s and Class members’ damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief on behalf of himself and the Class Members:

- a. Damages in favor of Plaintiff Peter Sadler and each of the Class members, equal to the sum of: (i) unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay and pension and 401(k) contributions for 60 working days; (ii) the benefit of health and medical insurance and other fringe benefits under ERISA for 60 working days; and (iii) any medical or other expenses incurred during the 60 working days since the respective terminations of their employment that would have been covered and paid under the Defendants' employee benefit plans had that coverage continued for that period; and interest for the time value of the lost wages and benefits, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1);
- b. Certification of the Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3), and the appointment of Plaintiff Peter Sadler as Class representative and the undersigned attorneys as Class Counsel;
- c. Interest as allowed by law on the amounts owed to the extent allowed by applicable law under the preceding paragraphs;
- d. Reasonable attorneys' fees and the reimbursement of costs and disbursements incurred in prosecuting this action, as authorized by the WARN Act, 29 U.S.C. 2104 (a)(6); and
- e. Such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: June 30, 2025

Respectfully submitted,

/s/ Russell Paul

Russell Paul

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*Counsel for Plaintiff and the Proposed Class
Members*

** Pro hac vice forthcoming.*

Exhibit A

United States Senate

WASHINGTON, DC 20510-4606

February 26, 2025

The Honorable General Randall Reed
Commander
U.S. Transportation Command
508 Scott Drive
Scott Air Force Base, IL 62225-5357

Dear General Reed:

I write to express my concern with U.S. Transportation Command's (USTRANSCOM) implementation of the Global Household Goods contract with vendor HomeSafe Alliance. My constituents and press reporting indicate that HomeSafe Alliance is struggling to support military moves in a timely and predictable manner, calling into question performance on the contract, and ultimately degrading the readiness of our nation's servicemembers and their families. As the military community enters the permanent change of station (PCS) peak season, it is essential that our servicemembers and their families have the logistical support they need to meet the mission.

The welfare of our military members and their families underwrites our national security and I remain committed to fulfilling our collective obligation to support their service and reduce barriers to them performing their vital duty to our nation. In 2014, I engaged¹ on behalf of servicemembers when a contractor failed to reliably deliver servicemember personal vehicles in a timely manner from overseas assignments. This delay cost military members hundreds of dollars in vehicle rental fees and untold aggravation with an unresponsive contractor, and I was pleased that USTRANSCOM implemented a plan to address contract performance.

I am disappointed to once again find that intervention is necessary to ensure the military community has what they need to focus on their jobs and families. Public reporting that cites USTRANSCOM officials, indicates that more than 1,000 military families have already experienced missed household goods pickup or delivery dates, contractor communication challenges, or other issues associated with this contract. Your Director of the Defense Personal Property Management Office said that failures on a program this size, in the midst of transformation, are "to be expected."²

¹ <https://www.warner.senate.gov/public/index.cfm/2014/9/sen-warner-to-dod-find-servicemembers-missing-vehicles>

² <https://www.militarytimes.com/pay-benefits/military-benefits/2025/02/03/military-families-see-bumpy-start-to-household-goods-moving-program/>

I can assure you that the military families missing their beds, kitchen appliances, and comforts of home expect far more in terms of support. We cannot be complacent in the performance of this contract or in the treatment the military families moving this PCS season, particularly as your implementation schedule calls for domestic PCS moves to transition to this new contract this spring. To that end, I appreciate your action to issue a "show-cause" notice on this contract.

Accordingly, I request that you or appropriately designated officials provide a briefing to my staff as to how USTRANSCOM will ensure HomeSafe Alliance improves contract performance. Among other concerns, I would ask that you provide answers to the following:

- How many household goods (HHG) pickups and drop offs have been missed since the new Global Household Goods contract was phased in? What percentage of these missed pick up and drop offs are because of contractors failing to show up, or other capacity issues?
- What recourse is available to servicemembers and their families when their HHG pickup or drop off is delayed?
- Why was a show-cause letter issued to HomeSafe Alliance, and what was HomeSafe Alliance's response to the letter?
- What assurances has HomeSafe Alliance provided in terms of their ability to build mover capacity?
- What changes have you implemented to reduce the number of missed pickups and drop offs since April 2024? What are you doing to ensure HomeSafe Alliance is prepared for peak PCS season?
- What is the impact of these challenges on your stated timelines to transition all CONUS and OCONUS moves to this new program over the coming months?
- What performance metrics will USTRANSCOM use in evaluating performance under the HomeSafe Alliance contract, and consideration of its continuation?
- What, if any, impact to your staffing or budget has occurred as a result of changes directed or implemented as a result of intervention by the Department of Government Efficiency?

I appreciate your attention and look forward to working closely with you on this matter. Thank you for your time and consideration.

Sincerely,



MARK R. WARNER
United States Senator

Exhibit B



SECRETARY OF DEFENSE
1000 DEFENSE PENTAGON
WASHINGTON, DC 20301-1000

MAY 20 2025

MEMORANDUM FOR SENIOR PENTAGON LEADERSHIP
COMMANDERS OF THE COMBATANT COMMANDS
DEFENSE AGENCY AND DOD FIELD ACTIVITY DIRECTORS

SUBJECT: Immediate Modifications to the Defense Personal Property Program

As Secretary, one of my greatest responsibilities is to support our Soldiers, Sailors, Airmen, Marines, Guardians, civilians, and their families who serve their country. Placing our people where most needed to defend the Nation is critical to the Department's success. Relocating our personnel is critical to the military mission, putting human resources and expertise where they are needed to defend the Nation. The timely moving of household goods is critical to successful permanent change of station (PCS) moves for our Service members and civilians. In keeping with my priority to restore trust in our military and due to recent deficiencies in the performance of the Global Household Goods Contract (GHC), I direct the Commander, U.S. Transportation Command (USTRANSCOM), to take the following actions immediately to support fully our military and civilian families during the 2025 PCS season and beyond:

- Hold the GHC and Tender of Service (ToS) programs accountable for meeting their key performance indicators and provide weekly updates to the Office of the Under Secretary of Defense for Acquisition and Sustainment (USD(A&S)) and the Office of the USD for Personnel and Readiness (P&R).
- Fully leverage both the GHC and legacy ToS program to ensure maximum coverage for moves during the 2025 peak season.
- Offramp non-serviced GHC customer shipments into the ToS program based on capacity shortfalls.
- Review and, if appropriate, implement Economic Price Adjustment provisions in the GHC contract.
- Develop and implement ToS rates, as required, to ensure vendor capacity.
- As I have determined that the current GHC rates fail to reflect market rates and are in excess of 130 percent of current GHC rates, implement adjustments to the government-constructed costs for reimbursement of personally procured moves from May 15, 2025 through September 30, 2025, to reflect market rates at 130 percent of current GHC rates.

Establish internal controls (hotline/operation center) within USTRANSCOM to maintain direct access with global transportation shipping offices to mitigate any GHC or ToS interruptions.



OSD005166-25/CMD006694-25

I also direct the USD(A&S) and the USD(P&R) to promptly form a PCS Task Force (TF) to ensure that the Department provides the highest quality moving services for our warriors, civilian employees, and their families. The PCS TF must act decisively to improve, expand, terminate, or transfer GHC or ToS responsibilities as needed.

I take my responsibilities to our Service members, civilians, and their families seriously. Through these measures, we will ensure we remain the most lethal fighting force in the world by ensuring that our warriors and their families receive the best PCS move available. The Department owes them nothing less, and getting this right is part of restoring their trust in our military.

A handwritten signature in black ink, appearing to read "T B W" with a large flourish underneath. To the right of the flourish, the alphanumeric code "SD29" is written in a bold, sans-serif font.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

PETER SADLER, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Carroll County, GA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Russell Paul, BERGER MONTAGUE PC
800 N. West Street, Suite 200, Wilmington, DE 19801
(302) 691-9545

DEFENDANTS

KBR, INC. f/k/a KELLOGG BROWN & ROOT (HOUSTON), INC and HOMESAFE ALLIANCE LLC.

County of Residence of First Listed Defendant Harris County, TX
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq. ("WARN Act")

Brief description of cause:

Violation of the WARN Act notice provisions and unpaid back wages.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

06/30/2025

SIGNATURE OF ATTORNEY OF RECORD

Russell Paul

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.