

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

Civil Action No. 25-cv-00031-JLK-TPO

ANNA WISE, on behalf of
herself and the Proposed Rule 23 Class,

Plaintiff,

v.

AMENTUM SERVICES INC.;
GANA-A'YOO SERVICES CORPORATION;
SIX MILE LLC;
GRAY HAWK GLOBAL CORPORATION; and
LEIDOS, INC.

Defendants.

FIRST AMENDED COMPLAINT AND JURY DEMAND

Plaintiff Anna Wise, on behalf of herself and the Proposed Rule 23 Class, by and through her attorneys, alleges as follows:

INTRODUCTION

1. This case is about corporate collusion to deprive workers of bargaining power, suppress wages, prevent workers from advocating for better working conditions, and silence dissent.

2. The Defendants in this case are separate employers who should be competing for employees through decent wages and working conditions but, instead, illegally agree not to poach each other's employees and to blacklist employees who raise safety, discrimination, pay equity, or other workplace issues.

3. This illegal conduct is systemic, impacting the entire market in which Defendants would otherwise compete: the United States Antarctic Program (“USAP”).

4. The National Science Foundation (“NSF”) is the federal agency responsible for managing the USAP. According to the NSF, the USAP deploys about 700 people to the remote region of Antarctica each year to perform scientific research. In addition to scientific researchers, over 1,500 workers are deployed per year to provide supporting logistical and operational services.

5. The NSF contracts with Leidos, Inc., to manage all support-related workers through the Antarctic Support Contract (“ASC”).

6. Leidos, as the prime contractor, hires its own support workers and also subcontracts with the following companies for the provision of support staff: Amentum Services Inc., Gana-A’Yoo Services Corporation (“GSC”), Six Mile LLC, and Gray Hawk Global Corporation (“GHG”) (collectively, “Defendants” or the “ASC Contractors”).

7. Workers hired by the ASC Contractors (“ASC Employees”) typically work on a per-season basis and are primarily responsible for support operations in Antarctica, including providing station and field operations, logistics, information technology, construction, maintenance, food preparation, waste removal, and more.

8. Some employees are also employed year-round. However, no one employed by the ASC Contractors works indefinitely in Antarctica. Instead, even year-round employees redeploy to the United States for a large part the year and work out of the ASC headquarters in Centennial, Colorado, either remotely or in-person.

9. Although ASC Employees work across different fields, the requirements for working in Antarctica (colloquially, “on ice”) are so unique that jobs that would generally have

different hiring requirements outside of Antarctica—like, for example, food preparation and information technology—are reasonably interchangeable within the USAP.

10. The ASC Contractors have agreed among themselves not to offer jobs to workers who have already accepted primary job offers from another ASC Contractor.

11. The ASC Contractors have also agreed among themselves not to offer jobs to workers who have already accepted an alternate job offer without permission from the ASC contractor who extended the alternate job offer.

12. Specifically, Defendants have agreed that they will abide by an internal database that designates a worker as hired and therefore off limits, will seek each other’s permission before extending a primary offer to a worker who has been hired by another Defendant as an alternate, and will consider any worker officially or unofficially deemed by any Defendant “ineligible for rehire” as blacklisted and not hireable.

13. Due to the ASC Contractors’ anticompetitive practices, workers cannot leverage a job offer to seek higher pay or better working conditions.

14. Once hired into a job position and relocated to Antarctica, all ASC Employees are expected to remain in Antarctica for the duration of the working season.

15. Because it is extremely difficult to get on or off the ice, the ASC Employees who are already present on ice during a given season are largely a closed market for any job that may become available. However, ASC Contractors’ no-poach agreement extends through the term of employment: ASC Contractors will not hire each other’s employees on ice without the express permission of the other ASC Contractor.

16. In addition to their no poach agreements, ASC Contractors also agree to blacklist

certain workers from being employed to work for any ASC contractor. Reasons for blacklisting include engaging in protected conduct under state and federal law. This conduct constitutes a per se violation of the Sherman Act. It is a naked, horizontal restraint of trade. This conduct also violates Colorado's prohibition on covenants not to compete because it restricts the right of workers to receive compensation for performance of labor for any employer.

17. Accordingly, on behalf of herself and a proposed Rule 23 class of similarly situated workers, Plaintiff seeks a declaration that ASC Contractors' conduct violates the Sherman Act and Colorado law, actual and statutory damages flowing from ASC Contractors' conduct, attorneys' fees and costs, pre- and post-judgment interest, and all other relief legally or equitably permissible and that the Court deems just and proper, as detailed in the Prayer for Relief.

18. Plaintiff also brings individual claims on behalf of herself against Defendants Six Mile and Amentum for engaging in unlawful conduct with respect to her employment, including by retaliating against her for engaging in protected conduct by ensuring she would be blacklisted from the USAP, thus preventing her from pursuing her chosen career path in a remote and otherwise inaccessible workplace: Antarctica. Ms. Wise seeks actual and statutory damages flowing from this conduct, attorneys' fees and costs, pre- and post-judgment interest, and all other relief legally or equitably permissible and that the Court deems just and proper, as detailed in the Prayer for Relief.

THE PARTIES

19. Leidos, Inc. is incorporated in Delaware with a principal place of business in Reston, Virginia. Leidos has been the prime contractor for the USAP since 2017. At all pertinent times, Leidos has been registered to do business in the State of Colorado and has done business in

the state, with its registered agent located in Centennial, Colorado. As the prime contractor for the USAP, Leidos handles the bulk of logistics for the USAP.

20. Amentum Services, Inc., is a private government services company headquartered in Chantilly, Virginia. At all pertinent times, Amentum has been registered to do business in the State of Colorado and has done business in the state, with its registered agent located in Centennial, Colorado. Amentum was founded in February 2020 and subsequently acquired PAE Incorporated, then an ASC subcontractor, in February 2022. Amentum subcontracts with Leidos to provide seasonal employees to work in Antarctica.

21. Gana-A'Yoo Services Corporation ("GSC") provides services for both private and government clients. At all pertinent times, GSC has been registered to do business in the State of Colorado and has done business in the state, with its registered agent located in Centennial, Colorado. GSC subcontracts with Leidos to provide seasonal employees to work in Antarctica.

22. Six Mile, LLC ("Six Mile") provides services for both private and government clients. At all pertinent times, Six Mile has been registered to do business in the State of Colorado and has done business in the state, with its registered agent located in Centennial, Colorado. Six Mile subcontracts with Leidos to provide seasonal employees to work in Antarctica.

23. Gray Hawk Global Corporation ("GHG") is a private company headquartered in Webster, Texas. It provides engineering and IT support to a broad range of government and commercial customers. GHG subcontracts with Leidos to provide seasonal employees to work in Antarctica. Although GHG affirmatively engages in business in the State of Colorado, it has failed to register itself to do business in the state. Despite such failure, there is no dispute that GHG employs people in the State of Colorado, as it maintains workers' compensation insurance in

Colorado. Indeed, GHG has registered the ASC headquarters in Colorado as an address in which it employs people and for which it maintains workers' compensation coverage. Further, GHG's contracts for employment in Antarctica include Colorado choice of law provisions, and GHG's Human Resources ("HR") Department for its ASC Employees is based out of Colorado, as evidenced by the Colorado area code of its HR phone number: 720. GHG thus has sufficient ties to Colorado to subject it to the jurisdiction of this Court.

24. Plaintiff Anna Wise is domiciled in Colorado. She began working in Antarctica in 2015 as a steward for Defendant GSC. In 2018, Ms. Wise accepted an offer as a Solid Waste Technician and began working for Defendant Six Mile. Ms. Wise continued to work for Six Mile in the Waste Department through the 2022-2023 austral summer season. At the conclusion of that season, and because Ms. Wise had engaged in protected conduct, Defendant Six Mile declared that it would *never* rehire Ms. Wise. Plaintiff Wise further applied for and was denied employment by Defendant Amentum for the 2023-2024 and 2024-2025 seasons in Antarctica. Ms. Wise has been injured by reason of the violations alleged herein.

JURISDICTION & VENUE

25. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this action is brought under the Sherman Act, and supplemental jurisdiction over the state law claims under 28 U.S.C. §1367. Plaintiff's state law claims are so closely related to her federal law claims that they form part of the same case or controversy under Article III of the United States Constitution.

26. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the acts or omissions giving rise to this claim arose from transactions conducted in this District or,

in the alternative, venue is proper pursuant to 28 U.S.C. § 1391(b)(3) because there is no District in which this action may otherwise be brought under 28 U.S.C. § 1391(b) and at least one Defendant is subject to the Court's personal jurisdiction with respect to this action.

27. This Court has personal jurisdiction over the parties. Defendants are domiciled, transact business, maintain substantial contacts, and/or committed acts in furtherance of the illegal scheme and conspiracy throughout the United States, including in Colorado. ASC operations are headquartered in Centennial, Colorado, the ASC Contractors hire out of Colorado, and the only US-based doctor pre-approved and contracted to engage in the USAP Polar Physical Qualification ("PQ") process required for deployment to Antarctica, which requires extensive medical screening as well as a dental exam, blood tests, and a drug test, is based in Colorado. ASC Contractors can also require workers to undergo orientation in Centennial, Colorado prior to deployment in Antarctica, and each ASC Contractor maintains workers' compensation insurance in the state of Colorado.

28. As stated in each contractors' Addendums to their offers of employment, Defendants contractually required that ASC Employees' employment terms would be "governed and interpreted under the Law of the State of Colorado."

29. Upon information and belief, and at all pertinent times, most income earned by ASC Contractors has been reported through Colorado's Unemployment Insurance Division.

30. Defendants' acts have caused injury to persons residing in and doing business throughout the United States, including in Colorado, which has the highest number of participants in the USAP program as compared to any other state.

31. Plaintiff Anna Wise applied for job positions with Amentum, GHG, GSC, and Six

Mile while domiciled in Colorado.

32. Jurisdiction supporting claims for attorneys' fees and costs is conferred by, at a minimum, 15 U.S.C. § 4304, C.R.S. § 24-34-405, 42 U.S.C. § 2000e-5, C.R.S. § 8-5-104, and C.R.S. § 8-2-113.

33. Plaintiff has exhausted all available administrative remedies with respect to her employment claims brought herein, receiving pertinent Notices of Right to Sue in relation to Counts III and IV from the Colorado Civil Rights Division ("CCRD") on October 10, 2024, October 17, 2024 and May 27, 2025 and from the Equal Employment Opportunity Commission ("EEOC") on May 29, 2025.

STATEMENT OF FACTS

A. The Market for ASC Employees

34. Individuals seeking to work in a support position in Antarctica can apply for a position with any of the ASC Contractors.

35. A job applicant can find and apply for ASC positions on each individual ASC Contractor's website.

36. Individuals interested in working in Antarctica regularly apply for positions with more than one ASC contractor, including for positions above or below their skill level or outside their normal area of employment, in an effort to secure any position.

37. Each of the ASC Contractors has its own internal recruiters who vet job applicants to ensure they meet the job requirements. The ASC Contractors' recruiters work out of the ASC headquarters in Centennial, Colorado, either in-person or remotely.

38. The recruiters forward qualified candidates to their respective ASC Contractor's

hiring manager, who conducts further interviews. Recruiters also have the ability to block an applicant from interviewing for a position altogether by refusing to pass their application along to a hiring manager, even if the applicant is qualified.

39. Hiring managers work year-round for their respective companies, including some seasonal employment in Antarctica. While stateside, hiring managers work out of the ASC headquarters in Centennial, Colorado, either in-person or remotely.

40. Despite their title, hiring managers do not have final authority to make hiring decisions and instead they recommend applicants for hire, with final decisions being made by higher-ups in each Defendants' respective HR office in Colorado.

41. The ASC Contractors can make either a primary offer or an alternate offer to a job applicant.

42. An offer to be a "primary" for an upcoming season is a standard offer of at-will employment but also requires the successful completion of the pre-requisites described herein.

43. An offer to be an "alternate" is similar to being waitlisted for a potential, non-guaranteed future job opening. An alternate has no guaranteed employment with the ASC Contractor and there is no monetary compensation associated with an alternate offer.

44. Upon signing either a primary or alternate contract, the worker is eligible to begin the PQ process.

45. There are only two ways for a worker to submit their PQ materials. They can send them to the University of Texas Medical Branch ("UTMB") by mail or fax, or drop off their PQ packet materials at the ASC headquarters in Centennial, Colorado. Workers can submit PQ materials for *any* ASC Contractor by dropping off the materials at the ASC headquarters in

Centennial, Colorado.

46. The PQ process is notoriously difficult to navigate, from the scheduling of appointments to ensuring information shared with a medical provider is not misunderstood as a basis for disqualification to addressing any needed corrections or a situation where the worker is initially NPQ'd (not physically qualified).

47. The PQ process must be successfully completed *before* a worker is permitted to start the extended background investigation (EBI) process, a recent change to the program implemented in or around 2022. The EBI process takes a significant amount of time, such that workers need to be PQ'd as soon as possible to ensure they can also pass the EBI process and deploy to Antarctica.

48. Because workers cannot start the lengthy PQ process until they have accepted a primary or alternate job offer and cannot begin work in Antarctica until they pass the PQ process, applicants regularly accept alternate offers to be eligible to complete the PQ process while hoping to be offered a primary position.

49. An alternate offer provides no guarantee of employment, and ASC Contractors have no obligation to provide alternates with primary job offers, making an "alternate" job offer illusory.

B. ASC Contractors Avoid Pre-Season Competition for Employees by Entering into No-Poach Agreements

50. If they were competing fairly, the ASC Contractors would openly compete to hire and retain qualified seasonal support employees before the work season in Antarctica, particularly those who have already successfully completed the PQ process, by offering competitive wages, benefits, and working conditions.

51. Leidos, the prime contractor, has admitted that “[c]ompetition for skilled personnel is intense, and the costs associated with attracting and retaining them are high and made even more competitive as a result of the external environment, including increasing rates of job transition and low unemployment.”

52. In a normal competitive market, an applicant offered multiple primary contracts with different ASC Contractors would be able to leverage the offers against one another for better pay or working conditions. And the mere threat that workers would be able to seek multiple job offers would place upward pressure on wages and working conditions provided by ASC Contractors.

53. Workers’ pre-season bargaining power would increase even further once the applicants pass the PQ process, as it would guarantee they would be eligible to work in Antarctica (pending their background check).

54. In a competitive market, even an individual with an alternate offer or multiple alternate offers from different ASC Contractors could continue to seek primary offers. The alternate’s bargaining power, particularly their ability to obtain primary offers, would increase substantially after successfully completing the PQ process.

55. In a competitive market, ASC Contractors who wished to recruit or retain skilled and qualified workers would have to offer them competitive compensation or other benefits to do so.

56. But the ASC Contractors have agreed not to compete.

57. Specifically, to avoid pre-season competition, the ASC Contractors have agreed not to poach each other’s workers.

58. This happens in two ways: (1) by agreeing to ask and obtain permission from each other before making any job offer to a worker who already has an “alternate” contract from another ASC Contractor; and (2) by refusing to interview or otherwise make an offer to any worker who already has a “primary” contract from another ASC Contractor. Both are explained below.

59. The ASC Contractors use a database, frequently referred to as “the pipeline,” to perpetuate their no poach agreement. The database, which is accessible by all ASC Contractors, shows when an ASC applicant has signed a contract – whether primary or alternate – with any ASC Contractor. The database also shows when such a worker is PQ’d and booked on a flight.

60. Under the ASC Contractors’ agreement, if one ASC Contractor makes a primary offer to an applicant for employment for a season in Antarctica and the applicant accepts, then no other ASC Contractor can make a primary or alternate offer to that applicant for the same season.

61. Likewise, under the ASC Contractors’ agreement, if one ASC Contractor makes an alternate offer to an applicant and the applicant accepts it, then no other Contractor can make an alternate or primary offer to that applicant unless and until the ASC Contractor that made the initial alternate offer agrees to drop the alternate contract, i.e., “release” the worker.

62. The ASC Contractor holding the alternate contract has unfettered discretion to decide whether to drop the alternate contract and release the worker upon request. But the agreement to ask permission in and of itself is illegal.

63. The ASC Contractors entered into and maintain the no-poach agreement in the United States and specifically in Colorado, where they recruit and hire employees and where they contract with Leidos under the ASC.

64. Additionally, the no-poach agreement has a direct, substantial, and reasonably

foreseeable effect on United States commerce because the ASC Contractors are all based in the United States, hire their employees in the United States, and contract with Leidos in the United States, and specifically in Colorado.

65. The ASC Contractors' no-poach agreement injures both alternate and primary workers, with both losing their ability to leverage offers from ASC Contractors against one another for better wages, benefits, and/or working conditions.

C. ASC Contractors Avoid In-Season Competition for Workers by Entering into No-Poach Agreements

66. In a properly functioning labor market, the competition for replacement employees amongst ASC Contractors during a season on ice would be equally, if not more, competitive than the pre-season competition.

67. It is common for ASC job positions to become available in the midst of a work season in Antarctica for multiple reasons, including resignations, terminations, incompatibility with working conditions, and physical illness or injury.

68. During the season, ASC Employees who already successfully completed the PQ process, traveled to Antarctica, and developed both specialized skillsets and working relationships on ice would have immense bargaining power to negotiate for higher paying positions with other ASC Contractors in need of qualified replacement workers. This is particularly true given that transportation to and from Antarctica is limited, the operating season is short, and many ASC positions can be learned on the job.

69. Most long-term workers in Antarctica began their careers in low-skilled positions, but apply to and are eventually hired into more skilled jobs over time, including to the point of becoming hiring managers or operational support staff (i.e., full-time employees, as opposed to

seasonal workers).

70. In a properly functioning market, ASC Contractors who wished to retain their employees during the season on ice would need to offer competitive wages and desirable working conditions to do so.

71. Instead, to avoid this competition, the ASC Contractors agree not to poach each other's employees for the entire duration of the working season in Antarctica.

72. Pursuant to this no poach agreement, an employee working in Antarctica for one ASC Contractor will not generally be considered for a position with a different ASC Contractor during the season.

D. ASC Contractors Conspire to Blacklist Workers

73. In addition to their no poach agreements, ASC Contractors also agree to blacklist certain workers from being employed to work for any ASC contractor.

74. ASC Contractors can mark a worker "ineligible for rehire" in their internal databases for a variety of reasons, including engaging in protected conduct under state and federal law.

75. The ASC Contractors voluntarily agree not to consider for hire any worker who has been deemed ineligible for rehire by any of the other ASC Contractors for any reason.

76. ASC Contractors have enforced this agreement by, among other things, threatening the jobs of hiring managers who seek or request approval to hire a blacklisted ASC Employee.

77. The threat and known practice of blacklisting harms ASC Employees by, among other reasons, suppressing their ability to negotiate for higher wages and better working conditions and discouraging them from making complaints about pay, working conditions, discrimination,

and other employment matters.

78. ASC Contractors systematically stifle dissent and respond harshly to complaints and concerns raised by ASC Employees regarding unsafe working conditions, discrimination, and wages.

79. In some instances, ASC Contractors take additional steps to cover up this unlawful conduct by agreeing to not hire ASC Employees who they consider “not recommended for rehire” even though they are “technically” listed as eligible for rehire.

E. ASC Contractors Provide Poor Working Conditions and Have No Incentive to Improve Such as a Result of Their Anticompetitive Practices

80. ASC Contractors’ anticompetitive behavior results in ASC Employees working in unsafe conditions for minimal pay because they are unable to exercise their market power to advocate for improved wages and working conditions.

81. The standard minimum work schedule for ASC Employees in Antarctica is Monday through Saturday, nine (9) hours per day, for a minimum of fifty-four (54) hours per week.

82. ASC Employees are not paid any form of overtime pay for working more than 40 hours per week or 12 hours in a single day. ASC Contractors also regularly require their workers to work over the contracted amount of 54 hours per week without paying them any type of extra compensation for the additional hours, as ASC Contractors pay a flat rate per week for work performed.

83. ASC Employees are paid low wages for the skill level, risks associated with work in Antarctica, and the fact that they are required to work away from their families and homes. For example, a current GSC job posting for the Lead Janitor at McMurdo Station offers \$648 to \$736 weekly in pay. That’s between \$12-\$13/hour for a supervisory position on ice assuming the worker

does not exceed the 54-hour-per-week base schedule, which they regularly do.

84. ASC Employees also receive no paid time off, such as vacation, and no defined sick leave while working in Antarctica.

85. In addition to being required to work long work hours and long weeks, ASC Employees face extreme and hazardous conditions while living and working in Antarctica, both on established stations (such as McMurdo Station) and on remote and isolated field stations in Antarctica, with very limited medical services available.

F. Plaintiff Wise's Experience Working on Ice

86. Ms. Wise worked in Antarctica for an ASC Contractor over various seasons from 2015 to 2023.

87. Ms. Wise began working for Defendant GSC in 2015 as a steward.

88. In this role, Ms. Wise provided cleaning, stocking, and other support services at McMurdo and the South Pole Stations.

89. In 2018, Ms. Wise began working for Defendant Six Mile as a Solid Waste Technician at McMurdo Station.

90. Pursuant to the Antarctic Treaty, no waste can be left in Antarctica, meaning that trash, biohazardous waste, and any other types of waste must be completely removed from the continent every season.

91. Working with waste is inherently hazardous.

92. As a Solid Waste Technician, Ms. Wise processed large loads of waste and worked with large sea containers.

93. Throughout her time in the Waste Department, Ms. Wise learned how to operate

various machinery in her department and others.

94. Ms. Wise received strong performance reviews and Defendant Six Mile hired Ms. Wise back for every season between the 2018-2019 and the 2022-2023 austral summer seasons.

95. In or around March 2022, Six Mile promoted Ms. Wise from Solid Waste Technician to Solid Waste Technician Lead. The pay differential between her previous role as a technician and her new role as a lead (supervisor) was a mere \$23 per week, or 42.5 cents per hour more based on a 54-hour workweek.

96. As a lead, Ms. Wise took on the following additional responsibilities: reviewing and overseeing payment of invoices for the NSF waste loads; managing equipment operators and sea containers; training staff on the proper operation of equipment; managing and tracking day-to-day waste operations; and assisting with a significant demolition project. This list is non-exhaustive.

97. Ms. Wise excelled in this position, and in early 2023, Six Mile promoted Ms. Wise to the role of Solid Waste Supervisor for the remainder of the austral summer season.

98. Ms. Wise took on even more responsibility in this role, including increased data entry and reporting, managing schedules and time cards, and overseeing the waste apparatus for the NSF, including the “vessel revolution” that takes place once per year when the base’s waste is loaded onto a ship and brought back to the United States through Port Hueneme, CA, where Ms. Wise would manage its unloading and disposal.

99. Prior to her last season in Antarctica, Ms. Wise also attended two work-related trainings in Colorado.

100. For every season she worked on ice, Ms. Wise was considered for her position and

hired through the ASC headquarters in Centennial, Colorado.

G. Plaintiff Wise Raises Concerns of Pay Inequity and Disparity, as Well as Safety

101. Ms. Wise’s last season on ice was the 2022-2023 austral summer season.

102. During that season, James VanMatre served as the Program Manager overseeing Six Mile’s operations on ice.

103. Mr. VanMatre’s responsibilities included overseeing personnel and compensation decisions, managing Six Mile’s operations on the ground in Antarctica, and providing references to other contractors regarding employee recommendations and rehiring status, either directly or through Six Mile’s HR Department.

104. At all pertinent times, Mr. VanMatre has been a full-time employee of Six Mile, working part-time in Antarctica and the remaining time out of the ASC headquarters in Colorado.

105. In July 2022, and prior to deploying to Antarctica, Ms. Wise and other employees met with Mr. VanMatre in Denver, Colorado to discuss wages and non-monetary benefits. Ms. Wise and her colleagues provided Mr. VanMatre a handout showing the minimum wage in Denver – where their Spill Remediation training was held – for similar fields, raising concerns about their wages on ice.

106. The following month, and prior to their deployment, Ms. Wise raised concerns to Mr. VanMatre of gender-based pay inequity between her and a male colleague.

107. Ms. Wise continued to raise these concerns prior to her and Mr. VanMatre’s deployment to Antarctica, as well as on ice, advocating both for herself and her colleagues.

108. In response, Mr. VanMatre verbally scolded Ms. Wise for “poisoning the well” and being “negative” by engaging in and/or organizing discussions about pay. Mr. VanMatre then said

that there should be no discussion of wages while at work.

109. Ms. Wise, aware of her right to discuss wages in the workplace, continued to discuss wages in the workplace and also lodged formal complaints regarding such, including her sex-based pay disparity claims.

110. On or around December 4, 2022, Ms. Wise again met with Mr. VanMatre to discuss her concerns with pay disparity. At this time, Ms. Wise raised concerns not only with her compensation, but also with the disparate impact that low pay has on women and the link between lower pay and sexual harassment. She also specifically discussed her concern that she was being paid less than a male subordinate despite holding a supervisory position and that she was being retaliated against for engaging in protected conduct.

111. Mr. VanMatre did not substantively respond to these concerns.

112. In addition to raising concerns about pay, Ms. Wise also raised numerous concerns about safety during the 2022-2023 austral summer season.

113. These safety concerns included concerns about sexual harassment and assault on ice, as well as the lack of sufficient preventative measures to stop such behavior before it happens; insufficient mechanisms to prevent the spread of COVID-19; and hazardous working conditions (including but not limited to: freezing temperatures without heat, a lack of running water, inadequate ventilation, lack of safety equipment and garb, malfunctioning equipment, under-trained staff, and inadequate staffing levels). This list of safety concerns is non-exhaustive.

114. Mr. VanMatre considered raising these concerns to be a form of open criticism of “the client,” meaning the NSF and the USAP, which he deemed unacceptable.

H. Defendants Six Mile and Amentum Retaliated Against Ms. Wise by Blacklisting Her from the USAP Program for Having Engaged in Protected Conduct Under State and Federal Law

115. At the conclusion of the 2022-2023 season, Ms. Wise decided not to reapply for a position with Six Mile for the upcoming season and instead to attempt to work for Defendant Amentum in the following season.

116. Between January and July 2023, Ms. Wise applied for 11 positions in total with Amentum for the 2023-2024 austral summer season. During this process, and specifically in February 2023, Ms. Wise redeployed to the United States.

117. During this time, Six Mile ensured Ms. Wise would be unable to work for any USAP contractor, including Amentum, by falsely claiming that Ms. Wise was “ineligible for rehire” and/or by giving negative references to anyone who contacted them for such.

118. During this time, Six Mile also decided that it would **never** rehire Ms. Wise for any future work on ice, whether seasonal or full-time.

119. Based on Six Mile’s decision to blacklist Ms. Wise, Amentum declined to offer Ms. Wise any primary contracts for the 2023-2024 austral summer season. Amentum hired less qualified individuals over Ms. Wise for at least some of the positions for which she applied.

120. Amentum effectuated Six Mile’s blacklisting of Ms. Wise by directing its recruiters working out of the ASC headquarters in Centennial, Colorado not to pass Ms. Wise’s application on to hiring managers who might otherwise be interested in hiring Ms. Wise.

121. On or around April 21, 2023, and after redeploying to the United States, Ms. Wise informed one of the Amentum recruiters that she feared Amentum had received inaccurate information about her rehire status, and she provided additional references. Ms. Wise asked that

Amentum reconsider at least one of her applications. The recruiter never responded.

122. On or around April 30, 2023, Ms. Wise informed Amentum of her concern that Six Mile had retaliated against her for engaging in protected conduct. This communication received no response. Several months later, an Amentum hiring manager interested in interviewing Ms. Wise was blocked from doing so by the Amentum HR Department overseeing the ASC. This specific HR Department is based in the ASC's Centennial, Colorado headquarters.

123. Despite Ms. Wise's qualification, and pursuant to the ASC Contractors' blacklisting agreement, Amentum refused to consider or hire Ms. Wise because Six Mile had informed it that she was ineligible for rehire or, in the alternative, had recommended against her rehiring. Instead of hiring her, Amentum offered Ms. Wise an alternate contract without any intent of ever offering her a primary position.

124. In response, and while redeployed to the United States, Ms. Wise filed a complaint against Amentum through EthicsPoint, raising claims of retaliation for having brought forward concerns of gender-based pay inequity as well as claims of sex-based discrimination in hiring.

125. Ms. Wise also filed charges of discrimination against Amentum with the Colorado Civil Rights Division and the Equal Employment Opportunity Commission, raising claims of discrimination under the Colorado Anti-Discrimination Act ("CADA") and Title VII. Ms. Wise filed these charges in November 2023.

126. Between February and April 2024, Ms. Wise applied for more than ten positions with Amentum for the 2024-2025 austral summer season in Antarctica.

127. In response to Ms. Wise's decision to bring charges against it, Amentum decided never to consider Ms. Wise for employment in Antarctica.

128. Amentum informed hiring managers that anyone considering Ms. Wise for employment would be strictly scrutinized, making it clear they would be placing their jobs at risk if they sought to hire Ms. Wise.

129. Amentum ultimately offered primary and alternate contracts to less qualified applicants for almost every role for which Ms. Wise had applied.

CLASS ACTION ALLEGATIONS

130. Plaintiff brings this action as a class action pursuant to Rule 23 of the Federal Rule of Civil Procedure.

131. Plaintiff asserts claims on behalf of and seeks to represent a Class comprised of all workers who have accepted a job offer (either primary or alternate) and have been PQ'd during the applicable statutory period (the "ASC Employee Class").

132. Plaintiff reserves the right to amend and refine this class definition or add classes and/or subclasses as litigation progresses.

133. **Numerosity:** The ASC Employee Class is so numerous that joinder of all class members is impracticable. Upon information and belief, USAP deploys more than 2,000 people to Antarctica annually, mostly during the austral summer. Included in these annual deployments are over 1,500 ASC Employees making up the ASC Employee Class. Thus, while the exact number of the ASC Employee Class's members is currently unknown, Plaintiff believes the proposed ASC Employee Class exceeds forty members over the statutory period for the claims at issue in this case. The members of the ASC Employee Class can be identified based on Defendants' records.

134. **Commonality:** Common questions of law and fact exist as to all members of the ASC Employee Class and predominate over any questions solely affecting individual members,

including but not limited to Defendants' agreements to unlawfully suppress Plaintiff's and the ASC Employee Class's wages; whether Defendants' agreements and conspiracy violate federal and state anti-competition law; and the proper measure of damages.

135. **Typicality:** Plaintiff's claims are typical of the members of the ASC Employee Class because Plaintiff and the ASC Employee Class were all subject to Defendants' agreements and conspiracy to unlawfully restrain competition and depress wages. Plaintiff and the ASC Employee Class were all subject to Defendants' retaliatory policies and practices.

136. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the ASC Employee Class. Plaintiff is committed to the prosecution of this action and has retained counsel with extensive experience in class actions. There are no conflicts between Plaintiff or Plaintiff's counsel and the ASC Employee Class Plaintiff seeks to represent.

137. Class treatment is appropriate under Fed. R. Civ. P. 23(b)(2) because Defendants have acted or refused to act on grounds that apply generally to the ASC Employee Class so that final injunctive relief or corresponding declaratory relief is appropriate respecting the ASC Employee Class as a whole.

138. **Predominance and Superiority:** Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the ASC Employee Class predominate over any questions affecting only individual members of the ASC Employee Class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Joinder of all members of the ASC Employee Class is impracticable, and class certification will promote efficiency by eliminating the complication and expense of duplicative litigation that might overwhelm the courts and result in inconsistent judgments

concerning Defendants' practices. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

COUNT I
Violations of Section 1 of the Sherman Act, 15 U.S.C. § 1
(Plaintiff on behalf of herself and the ASC Employee Class Against All Defendants)

139. Plaintiff, on behalf of herself and all others similarly situated, realleges and incorporates by reference the allegations in all previous paragraphs of this Complaint.

140. Defendants entered into and engaged in unlawful agreements in restraint of trade and commerce described above in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

141. Defendants' agreements have included concerted action and undertakings among Defendants with the purpose and effect of (a) fixing the compensation of Plaintiffs and the ASC Employee Class at artificially low levels; (b) eliminating, to a substantial degree, competition among Defendants for skilled labor; and (c) conspiring to blacklist workers.

142. As a direct and proximate result of Defendants' combinations and contracts to restrain trade and eliminate competition for skilled labor, members of the ASC Employee Class have suffered injury to their property and have been deprived of the benefits of free and fair competition on the merits.

143. The unlawful agreements among Defendants have had the following effects, among others:

- a. competition among Defendants for skilled labor has been suppressed, restrained, and eliminated;
- b. Plaintiffs and ASC Employee Class members have received lower compensation, benefits, and worse working conditions from Defendants than they otherwise would have received in the absence of Defendants' unlawful agreements, and, as a result, have been injured in their property and have suffered damages in an amount according to proof at trial.

144. As a direct and proximate result of Defendants' combinations and contracts to restrain trade and eliminate competition for skilled labor, members of the ASC Employee Class have suffered injury to their property and have been deprived of the benefits of free and fair competition on the merits.

145. The acts done by each Defendant as part of, and in furtherance of, their contracts, combinations or conspiracies were authorized, ordered, or done by their respective officers, directors, agents, employees, or representatives while actively engaged in the management of each Defendant's affairs.

146. Defendants' contracts, combinations and/or conspiracies are per se violations of Section 1 of the Sherman Act.

147. Accordingly, Plaintiff and members of the ASC Employee Class seek three times their damages caused by Defendants' violations of Section 1 of the Sherman Act, the costs of bringing suit, reasonable attorneys' fees, and a permanent injunction enjoining Defendants from ever again entering into similar agreements in violation of Section 1 of the Sherman Act.

COUNT II
Colorado Non-Compete Prohibition, C.R.S. § 8-2-113
(Plaintiff on behalf of herself and the ASC Employee Class Against All Defendants)

148. Plaintiff, on behalf of herself and all others similarly situated, realleges and incorporates by reference the allegations in all previous paragraphs of this Complaint.

149. Defendants entered into, implemented, and enforced express agreements, specifically the no poach and blacklisting agreements, that are unlawful and void under C.R.S § 8-2-113 because they restrict the right of Plaintiff and the ASC Employee Class to receive compensation for the performance of labor by: (a) reducing open competition among Defendants for skilled labor; (b) reducing employee mobility; (c) eliminating opportunities for employees to pursue lawful employment of their choice; and (d) limiting employee professional betterment.

150. Defendants entered into and enforced the agreements at issue in Colorado, where Defendants hired and hire members of the ASC Employee class, and Defendants agreed that the employment of ASC employees would be governed by Colorado law.

151. Defendants' agreements and conspiracy are contrary to Colorado's settled legislative policy in favor of open competition and employee mobility, and they are therefore void and unlawful.

152. Defendants' agreements and conspiracy were not intended to protect and were not limited to protect any legitimate proprietary interest of Defendants.

153. Defendants' agreements and conspiracy do not fall within any statutory exception to C.R.S. § 8-2-113.

154. Accordingly, Plaintiff and members of the ASC Employee Class seek a judicial declaration that Defendants' agreements and conspiracy are void as a matter of law under C.R.S. § 8-2-113, a permanent injunction enjoining Defendants from ever again entering into similar agreements in violation of C.R.S. § 8-2-113, actual damages, statutory damages and/or penalties, costs, and attorneys' fees.

COUNT III
Colorado Anti-Discrimination Act – Retaliation, C.R.S. § 24-34-402
(Plaintiff Against Defendants Six Mile and Amentum)

155. Plaintiff realleges and incorporates by reference the allegations in all previous paragraphs of this Complaint.

156. At all pertinent times, Defendants Six Mile and Amentum were employers under the Colorado Anti-Discrimination Act ("CADA") because at all pertinent times they employed people within the State of Colorado. C.R.S. § 24-34-401(3).

157. At all pertinent times, Plaintiff was an employee under CADA because she was employed by an employer. C.R.S. § 24-34-401(2).

158. Under CADA, it is a discriminatory or an unfair employment practice “[f]or any person, whether or not an employer . . . [t]o discriminate against any person because such person has opposed any practice made a discriminatory or an unfair employment practice by” CADA. C.R.S. § 24-34-402(1)(e)(IV).

159. Under CADA, it is a form of protected conduct to discuss wages, to raise concerns or complaints of sex discrimination, and to file charges of discrimination.

160. As detailed above, Defendant Six Mile decided never to rehire Plaintiff as a direct result of her decision to discuss wages and/or because she raised concerns or complaints of sex discrimination.

161. Further, Defendant Amentum decided never to hire Plaintiff on account of her having filed charges of discrimination and/or other official complaints against the company.

162. Both Six Mile’s and Amentum’s hiring decisions with respect to Ms. Wise were made in ASC’s headquarters in Colorado, where each party’s ASC HR Department is located and where hiring decisions for the ASC are made.

163. Defendants Six Mile’s and Amentum’s acts and conduct described herein were engaged in with malice or with reckless indifference to Plaintiff’s protected rights.

164. As a result of Defendants Six Mile’s and Amentum’s unlawful conduct, Plaintiff has suffered injuries, damages, and losses, both economic and non-economic, in an amount to be determined at trial, and is also entitled to costs and attorneys’ fees.

COUNT IV
Title VII – Retaliation, 42 U.S.C. § 2000e-3(a)
(Plaintiff Against Defendant Amentum)

165. Plaintiff realleges and incorporates by reference the allegations in all previous paragraphs of this Complaint.

166. At all pertinent times, Defendant Amentum was an employer subject to Title VII, including with respect to its employment of United States citizens in Antarctica, including Ms. Wise. *See* 42 U.S.C. 2000e(b), (f).

167. Title VII provides, “It shall be an unlawful employment practice for an employer to discriminate against any of [its] employees . . . because [s]he has opposed any practice made an unlawful employment practice by this subchapter, or because [s]he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.” 42 U.S.C. § 2000e-3(a).

168. Ms. Wise engaged in protected conduct when she opposed Amentum’s unlawful behavior, including by filing an EthicsPoint complaint and a charge with the CCRD and EEOC.

169. Defendant Amentum subjected Ms. Wise to an adverse employment action in response, in particular by refusing to consider her applications for the 2024-2025 austral summer season in good faith, by deciding never to hire Ms. Wise to work in Antarctica, and by threatening or intimidating hiring managers who otherwise wished to consider in good faith Ms. Wise’s applications for employment.

170. Defendant Amentum’s acts and conduct described herein were engaged in with malice or with reckless indifference to Plaintiff’s protected rights.

171. As a result of Defendant Amentum’s unlawful conduct, Plaintiff has suffered injuries, damages, and losses, both economic and non-economic, in an amount to be determined at trial, and is also entitled to costs and attorneys’ fees.

COUNT V

**Colorado Equal Pay for Equal Work Act – Retaliation. C.R.S. § 8-5-102(2)
(Plaintiff Against Defendant Six Mile)**

172. Plaintiff realleges and incorporates by reference the allegations in all previous paragraphs of this Complaint.

173. At all pertinent times, Defendant Six Mile was an employer under the Colorado Equal Pay for Equal Work Act (“CEPEWA”) because it employs people within the State of Colorado. C.R.S. § 8-5-101(5).

174. At all pertinent times, Plaintiff was an employee under CEPEWA because she was employed by an employer. C.R.S. § 8-5-101(4).

175. Under CEPEWA, an employer shall not “discharge, discipline, discriminate against, coerce, intimidate, threaten, or interfere with an employee or other person because the employee or person inquired about, disclosed, compared, or otherwise discussed the employee’s wage rate.” C.R.S. § 8-5-102(2)(d).

176. As detailed above, Plaintiff Wise inquired about, disclosed, compared, or otherwise discussed her wage rate prior to and after deploying to Antarctica for the 2022-2023 austral summer season, including in person in Colorado, electronically with her direct supervisor based in Colorado, and in Antarctica.

177. Defendant Six Mile retaliated against Plaintiff by deciding never to rehire Plaintiff for employment and by blacklisting Plaintiff from future employment with the ASC Contractors because Plaintiff inquired about, disclosed, compared, or otherwise discussed her wage rate with coworkers and supervisors and/or because she invoked her right not to be paid a lower wage for performing substantially similar work to that of a man.

178. Plaintiff’s inquiry, disclosure, comparison, and discussions were motivating factors for Defendant’s actions.

179. Six Mile's retaliatory conduct took place in Colorado, where its ASC HR Department is located and where hiring decisions for the ASC are made.

180. As a result of Defendant Six Mile's unlawful conduct, Plaintiff has suffered injuries, damages, and losses and is entitled to all forms of legal and equitable relief, including but not limited to employment, reinstatement, lost wages, pay increases, liquidated damages, and compensatory damages, in an amount to be determined at trial, as well as reasonable costs, including attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment on her behalf and that of the Class by adjudging and decreeing that:

- a. This action may be maintained as a class action, with Plaintiff as the designated Class representative and her counsel as Class counsel;
- b. Defendants have engaged in a trust, contract, combination, or conspiracy in violation of Section 1 of the Sherman Act, and that Plaintiff and the members of the Class have been damaged and injured in their business and property as a result of this violation;
- c. The alleged combinations and conspiracy be adjudged and decreed to be *per se* violations of the Sherman Act;
- d. Plaintiff and the members of the Class she represents recover threefold the damages determined to have been sustained by them as a result of the conduct of Defendants, complained of herein, and that judgment be entered against Defendants for the amount so determined;
- e. Defendants have violated C.R.S § 8-2-113 by restricting the right of Plaintiff and the Class to receive compensation for the performance of labor, that the Court declare that Defendants' agreements and are void as a matter of law and shall be permanently enjoined;

- f. Plaintiff and the members of the Class she represents shall receive actual economic damages as established at trial, compensatory and consequential damages (including damages for emotional distress, humiliation, loss of enjoyment of life, and other pain and suffering on all claims allowable by law in an amount to be determined at trial), punitive damages on all claims allowed by law and in an amount to be determined at trial; liquidated damages as allowed by law, and statutory damages and/or penalties as allowed by law;
- g. All claims in this Complaint are in good faith and are not frivolous and are filed for the purpose of extending, limiting, modifying, or reversing exiting precedent, law, or regulation, including the laws and regulations that serve as the basis for the claims alleged herein, or for the purpose of establishing the meaning of the laws that serve as the basis for the claims alleged herein;
- h. Plaintiff and the members of the Class she represents recover attorneys' fees, costs of suit (including expert witness fees), prejudgment and post-judgment interest at the highest lawful rate, and such other and further relief at law and in equity as the Court may deem just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

DATE: June 4, 2025

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