

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRAX COUNTY

AMENTUM SERVICES, INC.,)	
)	
Plaintiff(s),)	
)	Case No. CL-2025-19335
v.)	
)	
VALIANT GOVERNMENT SERVICES,)	
INC.,)	
)	
Defendant.)	

AMENDED MEMORANDUM OPINION AND ORDER GRANTING PRELIMINARY
INJUNCTIVE RELIEF¹

This matter comes before the Court on Plaintiff Amentum Services, Inc.’s (“Amentum”) request for temporary and preliminary injunctive relief against Defendant Valiant Government Services, LLC (“Valiant”).

An evidentiary hearing was held on January 8, 2026, and both parties ably presented testimonial and documentary evidence. The Court has reviewed the pleadings, evidence, and arguments presented and finds that Amentum has sufficiently demonstrated irreparable harm in the absence of relief, a likelihood of success on the merits with respect to its breach of contract claim, that the balance of equities favors Amentum, and that the public interest supports granting the requested relief. Accordingly, Amentum is awarded a preliminary injunction.

¹ The original order contained a typographical error in footnote 2 (now 3) where it stated that “this Court held that hearsay that would not be inadmissible at trial can be admissible in the context of a temporary and preliminary injunction hearing. . . .” The word “inadmissible” should have been “admissible” and has been corrected below. A correction was also made to part C of the Order granting relief (changing the first word from “Amentum” to “Valiant”).

SUMMARY²

Amentum alleges that Valiant breached the terms of a subcontract agreement related to the Department of Defense Language Interpretation and Translation Enterprise II (“DLITE II”) program. Valiant is the prime contractor and Amentum has a 38% workshare in its role as the subcontractor.

In essence, DLITE II is a contract vehicle through which the parties provide linguists to the United States Central Command (“CENTCOM”) for translation services. Accurate language translation in combat theatres or world “hotspots” is essential for the United States military to carry out various operations effectively, safely, and efficiently. The evidence showed that the price for poor performance can be as drastic as death for U.S. personnel, linguists, and local civilian populations.

The parties began their work together on DLITE II in or about 2023. Prior to that time, Amentum had recruited, trained, and developed a core group of linguists who would embed with U.S. forces, sometimes in incredibly hostile and challenging circumstances. Some of these linguists speak a main language, such as Arabic, coupled with one or more less common languages such as Balochi. The evidence showed that there is a multi-year development lifecycle that exists for such linguists, and that in some cases Amentum has carried a cadre of such individuals for up to ten years.

Overall, Amentum has employed approximately two hundred to three hundred linguists over the course of DLITE II, and these individuals are coordinated by five key employees. One such employee, Craig Marsh, was a Deputy Project Manager (“DPM”). In or about August 2025, Valiant began to complain about DPM Marsh and asked that he be removed from his position

² Due to the expedited nature of injunctive proceedings, this Memorandum Opinion and Order will only set forth the facts and the law in summary form.

but not terminated. No specific reason was given, nor was a cure period offered. To make a long story short, Amentum ultimately offered numerous resumes for replacement DPMs to Valiant. Some of these resumes were rejected out of hand for little or no articulated reason.

Valiant issued a termination for default notice (“T4D” in contractor parlance) to Amentum on or about October 23, 2025, alleging (among other things) a failure by Amentum to timely replace DPM Marsh. Evidence was offered that Amentum has never received a T4D despite having worked on hundreds if not upwards of 1000 contracts. Evidence showed that receiving a T4D could be very prejudicial for a government contractor generally because it must be disclosed to the government as part of all future bids for new work. The evidence also showed that demobilizing Amentum’s workforce would result in tremendous burdens and the loss of at least some of the linguist “stable” that Amentum has assembled over many years at significant cost and expense. In short, Amentum showed a likelihood of non-monetary damages in the form of intangible human capital losses and reputational harm absent injunctive relief.

The evidence also permitted a reasonable inference that the termination of DPM Marsh was the “tip of a spear” employed to pretextually terminate Amentum and thereby put Valiant in a position to acquire, assume, or appropriate some, most, or all of Amentum’s linguist workforce for the balance of DLITE II. It would also place a proverbial “black mark” on Amentum when and if a new, post-DLITE II contract vehicle is offered by the government. Among other things, Valiant never gave a concrete reason for wanting DPM Marsh gone except for generalities about his attitude. Although it was alleged that he had earned the ire of government officials approximately “fifty” times, there were no specific examples provided. Nor did the government ever complain in writing about DPM Marsh or threaten Valiant with breach or termination because of him. There was credible evidence that DPM Marsh’s position was not even deemed

essential by Valiant, and Valiant's sole witness also acknowledged that a replacement for DPM Marsh has been selected and is ready but Valiant was waiting until after the injunction hearing to fill the position for reasons that were not explained. Valiant also has yet to provide a transition plan, which even under more favorable circumstances can take 90 days to implement. Finally, there was evidence in the form of letters from active U.S. government personnel attesting to the fitness of DPM Marsh.³

Amentum asserts the following claims:

1. Breach of Contract: Amentum alleges that Valiant failed to comply with mandatory procedures for addressing performance issues under the subcontract, including providing the required cure period and unreasonably rejecting qualified candidates proposed by Amentum to fill the DPM position. In essence, Amentum contends that Valiant seeks, in bad faith, to appropriate the workforce it assembled over many years and to cut it out of the DLITE II (and someday III) program.

2. Tortious Interference: Amentum claims that the Valiant's actions, including the pretextual termination of the subcontract for default, interfered with Amentum's business expectancy with the U.S. Government, causing reputational and financial harm.

3. Breach of Implied Duty of Good Faith and Fair Dealing: Amentum asserts that Valiant acted in bad faith by unreasonably rejecting proposed candidates and terminating the DLITE II

³ This evidence was hearsay that was not offered for an admissible non-hearsay reason or pursuant to a hearsay exception. However, this Court held that hearsay that would not be admissible at trial can be admissible in the context of a temporary and preliminary injunction hearing and, as approximately eight federal Courts of Appeal have ruled, "the nature of [such] evidence as hearsay goes to 'weight, not preclusion' and . . . courts [may] 'rely on hearsay evidence for the limited purpose of determining whether to award a preliminary injunction.'" *G. v. Gloucester Cty. Sch. Bd.*, 822 F.3d 709, 725 (4th Cir. 2016) (citing cases), *vacated and remanded on other grounds by Gloucester Cty. Sch. Bd. v. G.G.*, 580 U.S. 1168 (2017). *See also, e.g.*, Va. Code § 8.01-628 (court hears temporary injunctions according to their equity); Va. Rule 3:26 (court may consider affidavits and verified pleadings in injunction context).

subcontract for pretextual reasons, thereby hindering Amentum's ability to perform under the agreement.

4. Declaratory Judgment: Amentum seeks a declaration that Valiant's termination for default is invalid and that the parties remain bound by the subcontract.

5. Injunctive Relief: Amentum requests an injunction to prevent Valiant from terminating the subcontract for default, citing irreparable harm to its workforce, reputation, and ability to perform critical services for the U.S. Government.

FINDINGS AND ORDER

The Court finds as follows:

1. Amentum has shown that it will suffer irreparable harm, including the loss of a uniquely experienced workforce it developed at great expense and effort over many years, reputational damage, and disruption to critical government operations, if the requested relief is not granted. While Valiant argues that the availability of money damages shows that an injunction should not issue, the Court notes that the availability of money damages and their adequacy are two different things. Here, there is sufficient evidence that monetary relief, alone, will not be an adequate remedy.

2. Amentum has demonstrated a likelihood of success on the merits of its breach of contract claim.⁴ In short, there is evidence which supports its claim that Valiant has not followed contractual requirements in the course of seeking to remove Amentum personnel from the DLITE II program and that its motive is to improperly assume the work for itself.⁵

⁴ As partially discussed at the hearing, the Court is dubious that Counts II-V would survive demurrer as alleged, but that issue need not be reached in this Order.

⁵ The Court hastens to add that discovery and a full merits trial might well point to a different outcome entirely. The current ruling is made solely on the basis of the limited record at this time.

3. Given the foregoing, the balance of equities favors Amentum, and Valiant did not show that maintaining the *status quo* while the case is resolved would cause it meaningful harm.

4. The public interest supports granting the injunction to ensure continuity of critical linguist services for the United States government in the Middle East.

Accordingly, it is hereby ORDERED that:

A. Defendant, Valiant Government Services, LLC, is enjoined from terminating the parties' subcontract pending further order of this Court.

B. Both Amentum and Valiant are to work under the parties' subcontract in good faith to preserve the integrity of the mission they have jointly undertaken for the United States government.

C. Valiant shall take no actions outside those strictly permitted by the parties' subcontract to disrupt Amentum's performance under said subcontract, including but not limited to actions that would require the redeployment of the Amentum's workforce for other than permitted reasons, pursuant to court order, or pursuant to lawful directives of the United States government.

D. Plaintiff shall post a cash or surety bond of \$100,000.00 with the Clerk of Court as security for this preliminary injunction. Any party may move the Court to amend the amount of the bond as they deem appropriate.

E. This Order shall remain in effect until further order of this Court.

F. Signatures of counsel for the parties are dispensed with pursuant to Rule 1:13. The

Clerk of Court shall circulate this Order to counsel of record forthwith.

January 14, 2026
Fairfax, Virginia

A solid black rectangular box redacting the signature of the judge.

Timothy J. McEvoy, Judge