IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA *ex rel.* Larry Hawkins, Randall Hayes, Clinton Sawyer, James Locklear and Kent Nelson,

LARRY HAWKINS
Herbststrasse 6
Deining, Germany,

WILLIAM RANDALL HAYES
1244 County Road 3319
Troy, Alabama 36079,

CLINTON SAWYER
1007 Odelle Circle
McDonough, Georgia 30253,

JAMES LOCKLEAR[1]
2304 Lilly Drive
Killeen, Texas 76542

KENT NELSON
4030 E 100 N.
Rigby, Idaho 83442,
Plaintiffs

v.

MANTECH INTERNATIONAL CORP.
1100 New Jersey Avenue, S.E., Suite 740
Washington, D.C. 20003,

and

MANTECH TELECOMMUNICATIONS AND INFORMATION SYS. CORP.
12015 Lee Jackson Highway
Fairfax, Virginia 22033
*Defendant*s

Civil Action No. 15-2105 (ABJ)

THIRD AMENDED COMPLAINT

For Violations of
The False Claims Act
and
The Trafficking Victims Protection Reauthorization Act

UNDER SEAL

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JURY DEMAND

[1] James Locklear's status as a Plaintiff/Relator is subject to disposition of his sealed Motion to Enforce filed August 18, 2020 (Dkt. 56). Should his motion be granted, he will withdraw as a Party to this litigation.

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INTRODUCTION

1. This Third Amended Complaint is filed by the United States of America on relation of Larry Hawkins, Randall Hayes, Clinton Sawyer, James Locklear and Kent Nelson, and by Plaintiffs Larry Hawkins, Randall Hayes, Clinton Sawyer, James Locklear and Kent Nelson in their own right, pursuant to the Court's Order dated April 18, 2018.

2. The deaths of U.S. military personnel in the Iraq War prompted the development of the United States Army Mine Resistant Ambush Protected vehicles ("MRAPs") program. The "V"-shaped, armored MRAPs were developed and designed to protect the lives of U.S. military personnel by withstanding improvised explosive device (IED) attacks and ambushes.

3. In May 2007, then-defense secretary Robert Gates told top Pentagon officials that "the MRAP should be considered the highest priority Department of Defense acquisition program." Correspondingly, MRAP production rose from 82 vehicles per month in June 2007, to 1,300 vehicles per month by December 2007, with the average cost at about $1 million each.

4. According to the *New York Times*, 24,000 MRAPs have been deployed to Iraq or Afghanistan at a cost of more than $47 billion. According to an interview of former Defense Secretary Ashton Carter by *USA Today*, data collected from roadside explosions in Afghanistan and Iraq show troops in MRAPs are as much 14 times more likely to survive the blast than those riding in Humvees. In 2011, *TIME* magazine reported that MRAPs saved up to 40,000 lives — 10,000 in Iraq and 30,000 Afghanistan.

5. On May 31, 2012, the U.S. Army Contracting Command, Warren, Michigan awarded Contract No. W56HZV-12-C-0127 (attached hereto and incorporated by reference into this complaint) (hereinafter "the Contract") to ManTech Telecommunications and Information Systems Corporation (then a wholly owned subsidiary of ManTech International Corporation)

(ManTech Telecommunications and Information Systems Corporation and ManTech International Corporation are hereinafter referred to as "ManTech"). The Contract was for logistics sustainment and support for the "MRAP Family of Vehicles." Pursuant to contract modification P00002, the Army expanded the MRAP repair capabilities at the Kuwait Maintenance Sustainment Facility ("KMSF") adjacent to Highway 40 to the south of Kuwait City (sometimes referred to as "the 40 Site").

6. Relators Randall Hayes, Clinton Sawyer, Larry Hawkins, James Locklear, and Kent Nelson are former ManTech employees who worked as mechanics on MRAPs at the KMSF. On behalf of the United States, they relay original-source knowledge about how ManTech engaged in a pattern of false claims regarding (1) the labor hours expended on the Contract, (2) the accuracy of data entered into the Army's Standard Army Maintenance System-Enhanced data management system ("SAMS-E"), (3) the qualification of its personnel to perform mission-critical repair and maintenance services, and (4) the concealment from the U.S. of the fact that it was engaged in the illegal trafficking of personnel into Kuwait in contravention of international treaties as well as U.S. and Kuwaiti law.

7. Hayes, Sawyer, Hawkins, Locklear and Nelson also seek damages and restitution under the Trafficking Victims Protection Reauthorization Act ("TVPRA"). ManTech violated the TVPRA by bringing Plaintiffs into Kuwait illegally, confiscating their passports, refusing to apply for the legal authorizations necessary for Plaintiffs to work legally in Kuwait, forcing them to live in constant fear of arrest, subjecting them to horrific work conditions, and refusing to pay them the compensation that would have been due were Plaintiffs afforded the protection of law.

8. As set forth in more detail below, Relators have firsthand, original-source knowledge that ManTech's mode of operation under the Contract was to have workers perform

grossly inefficient work and service on U.S. MRAPs, which was carried out by hiring highly unqualified workers and technicians to service these vehicles. As a result, unqualified workers spent countless hours doing tasks that should and could have been done much more efficiently by qualified workers. This also resulted in qualified workers being pulled away from their work to guide unqualified workers through their work, further adding to the inefficiency of ManTech's operations under the Contract. As a result, the billing submitted to the government under the Contract was inflated, manipulated, and otherwise inaccurate, and thus constituted false claims.

9. Making matters worse, and as a direct corollary with this false reporting of labor hours attendant to the cover-up of its unqualified personnel and their inefficient work, ManTech logged false MRAP data into the Army's mission-critical SAMS-E, discussed in greater detail *infra*, jeopardizing the efforts and lives of U.S. military forces.

10. Furthermore, ManTech fostered a hostile and unsafe work environment for Relators and other workers, including by forcing workers to go on "visa runs"—thus encouraging and requiring workers to violate immigration and other laws—and to work under conditions where workers were exposed to and health-hazardous fumes and chemicals.

11. ManTech's inadequate performance and its willful and knowing submission of false and fraudulent time data under the Contract constitute violations of the False Claims Act. Furthermore, by subjecting Relators and other workers to, *inter alia*, "visa runs," fear of violating immigration laws, fear of being fired for failing to comply with "visa runs," and by exposing workers to health-hazardous working conditions, ManTech violated the Trafficking Victims Protection Reauthorization Act.

PARTIES

12. Relator/Plaintiff **Larry Hawkins** ("Hawkins") is citizen of the United States domiciled in Deining, Germany and was employed by ManTech at the KMSF from September 18, 2012 to May 30, 2015 to perform services pursuant to the Contract.

13. Relator/Plaintiff **Randall Hayes** ("Hayes") is a citizen of Alabama and was employed by ManTech at the KMSF from October 2012 to May 2013 to perform services pursuant to the Contract.

14. Relator/Plaintiff **Clinton Sawyer** ("Sawyer") is a citizen of Georgia and was employed by ManTech at the KMSF from approximately November 25, 2012 until May 2013 to perform services pursuant to the Contract.

15. Relator/Plaintiff **James Locklear** ("Locklear") is a citizen of Texas and was employed by ManTech at the KMSF from November 2012 to May 2013 to perform services pursuant to the Contract.

16. Relator/Plaintiff **Kent Nelson** ("Nelson") is a citizen of Idaho and was employed by ManTech at the KMSF from October 27, 2012 to May 2013 to perform services pursuant to the Contract.

17. Defendant **ManTech International Corporation** ("MT International") is a Delaware corporation with offices in the District of Columbia at 1100 New Jersey Avenue, SE Suite 740, Washington, D.C. 20003 and 600 Maryland Avenue, SW, Washington, D.C. 20024. MT International is a publicly traded company that provides defense-related services to the U.S. Government in the District of Columbia and throughout the world.

18. Defendant **ManTech Telecommunications and Information Systems Corporation** ("MT Telecom"), at all times relevant to this complaint was a wholly owned

subsidiary of MT International, incorporated in Delaware and based in Virginia, with a registered agent for service of process located in the District of Columbia. at 1015 15th Street, NW, Suite 1000, Washington, D.C. 20005. MT Telecom transacted considerable, ongoing business in the District of Columbia with various U.S. government agencies, in its own name and through MT International. At all relevant times, ManTech was the employer(s) of Relators/Plaintiffs within the meaning of 29 U.S.C. § 203(d) and the Kuwaiti Private Sector Labor Law. On information and belief, ManTech Telecommunications and Information Systems Corporation merged in 2013 with and into ManTech Advanced Systems International, Inc., a Virginia corporation and subsidiary of ManTech International Corporation. Accordingly, all allegations made against MT Telecom are made against ManTech Advanced Systems International, Inc. For ease of review, Defendants are referred to herein as "ManTech."

JURISDICTION AND VENUE

19. The subject matter jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§1331, 1332, 1367 and 3730(b), and 18 U.S.C. §§ 1595(a) and 1596(a).

20. Venue lies in this District pursuant to 28 U.S.C. §§ 1391(b)(3) and 3732(a), as ManTech conducts a continuous, robust course of business in the District of Columbia, maintaining offices in the District of Columbia and contracting with various U.S. government agencies based in the District of Columbia.

21. There is no procedural bar to recovery by the U.S. or Relators under the False Claims Act, 31 U.S.C. §3730(e). Relators have direct, independent, knowledge of the information on which the allegations herein are based, and as alleged above, are an "original source" of the allegations herein, as that term is defined in the pertinent statutory authority. The original complaint was filed under seal to provide the U.S. the opportunity to investigate the allegations

contained therein and consider whether to intervene. The U.S. elected not to intervene, and on September 12, 2017, the U.S. District Court unsealed the complaint.

COUNT I
Violations of the False Claims Act
False Claims with Respect to the Reporting of Labor Hours Pursuant to 31 U.S.C. §§ 3729(a)(1)(A) and 3729(a)(1)(B) Against All Defendants

22. The allegations in Paragraphs 1-142 are incorporated in this count by reference as though fully stated herein.

23. The Contract had an original value of $823,446,067.28 for services consisting of maintenance and repair of MRAP vehicles, with a completion date of November 26, 2013. According to a ManTech website, the exercise of successive contract options brought the total value of the Contract to $2.85 billion.

24. The Contract included a phase-in period that was to commence at contract award and end not later than 180 days after award. The phase-in period was to be compensated on a "firm fixed-price" basis. Contract, Page 85 of 388, B.1.2.

25. The Contract also included an "Early Operational Readiness" period that was not to exceed 180 days after contract award to commence immediately after the completion of the phase-in period. This contract performance period was to be compensated on a cost-plus fixed fee level-of-effort basis. In this period of performance, it was anticipated that the government would issue work directives that would include lists of labor categories to be used by ManTech in tracking labor expended on the Contract, and estimated hours for such labor categories. *Ibid*. B.1.3, Contract Page 85 of 388.

26. As described in 48 CFR 16.207-1, "A firm-fixed-price, level-of-effort term contract requires -- (a) The contractor to provide a specified level of effort, over a stated period of time, on work that can be stated only in general terms; and (b) The Government to pay the contractor a

fixed dollar amount."

27. Under 16.207-2, "The product of the [firm-fixed-price, level-of-effort term] contract is usually a report showing the results achieved through application of the required level of effort. However, payment is based on the effort expended rather than on the results achieved."

28. The Contract included an "Operational Readiness" period also to begin at the end of the phase-in period (181 days after award) and run until January 13, 2013. This period of contract performance would also include government-issued work directives, a list of labor categories to be used by ManTech in tracking labor expended on the contract and the government's estimate of the hours that would be expended for the work directives.

29. Following the Operational Readiness period, the Contract would proceed to the Operational Readiness Option Period. There were to be four option periods (three 12-month options and one 10-month option). Each of these options were to be compensated on a Cost Plus Fixed Fee Level-of-Effort basis. Again, this period of contract performance would include work directives from the government regarding labor categories to be used and estimates of hours to be expended. The Contract, B.1.4, Page 85 of 388.

30. Pursuant to 48 CFR 1352.216-71 (a), "Level of effort (cost-plus-fixed-fee, term contract) . . . In performance of the effort directed in this contract, the contractor shall provide the total of Direct Productive Labor Hours (DPLH) . . . during the term specified in [the contract] . . . DPLH is defined as actual work hours exclusive of vacation, holidays, sick leave, and other absences." Pursuant to subsection (b), "Only the Direct Productive Labor Hours categories indicated [in the contract] shall be charged directly to the contract."

31. The Contract gave the U.S. broad discretion to extend the Contract for up to four option periods at established direct labor hour increments. The Contract, B.1.5, Page 85 of 388.

32. Based on ManTech's representations that it had been in full compliance with the Contract, the U.S. did, in fact, exercise contract options estimated to represent an expenditure of $ $823,446,067.28 by the government. The Contract, Modification P00059, Page 3 of 388.

33. Pursuant to Contract Section B.2 (a):

> All subsequent awards will be priced in accordance with the following: a. The estimated cost and fixed fee for each applicable Early Operational Readiness, Operational Readiness Base Option, and Operational Readiness Option CLIN shall be calculated from the labor rates found in the tab "Cost Rate by Labor Category" tab, column P, "Composite Cost Per Hour $", multiplied by the number of hours the Government requires for that labor category. The total estimated cost for each CLIN will then be calculated by summing all hours by labor category and the associated estimated labor cost from the "Cost Rate by Labor Category" for each CLIN. The fixed fee shall be calculated from the "Summary of Fee Rate by Performance Period" tab, column B, Fee per Hour as shown in Attachment 12, multiplied by the number of hours required on that CLIN by the Government.

34. The Contract, H.11(a), established "The maximum number of labor hours to be ordered during this contract is 34,453,801 labor hours."

35. H.11(b) also made clear, "Expenditure of labor hours in excess of the quantity specified in the CLIN(s) ("contract line item") is not allowed except as authorized by the PCO through formal contract action."

36. "The Government will estimate the cost of the labor hours per CLIN using actual incurred costs that are averaged by labor category for the most recent month or by using the labor rates provided in Attachment 12 for each of the labor categories, performance locations, and hours specified." *Ibid*.

37. Pursuant to Section H.11(b),

> If Contractor performance is considered satisfactory by the Contracting Officer, the fixed fee is payable at the expiration of the period(s) of performance as set forth in the applicable CLIN upon Contractor certification that the quantity of labor hours specified in the contract has been expended in performing the contract work.

38. Section H.11 (f) makes clear:

(1) The Contractor shall notify the Procuring Contracting Officer immediately in

writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur in the next 60 days will exceed seventy-five (75%) percent of the level of effort established for each funded CLIN; or

(ii) The level of effort required to perform the period of performance will be greater than the level of effort established for that period.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform through the completion of the period of performance. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor.

(2) Within thirty days after completion of the work under each CLIN, the Contractor shall submit the following information directly, in writing, to the Contracting Officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in Attachment 12, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the CLIN; and

(iii) In the case of a cost under run, the amount by which the estimated cost of the CLIN may be reduced to recover excess funds.

(3) In the event that the actual labor performed is expected to exceed the established labor hours on each CLIN, but the actual labor is not expected to exceed the estimated cost of the CLIN, the Contractor, subject to PCO approval, shall be entitled to cost reimbursement for actual hours expended, not to exceed the CLINs estimated cost. The Contractor shall not be paid fixed fee, however, on the expended labor hours in excess of the labor hours established by the CLIN. This understanding does not supersede or change the ability of the Contractor and Government to agree to change the established hours on the established hours on the CLIN with an equitable adjustment on both cost and fee. This adjustment would be via formal contract modification as directed by the PCO.

(4) If, during the period of performance, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this

> contract and any additions or changes required by then current law, regulation, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification. The COR may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

39. DoD 7000.14-R Financial Management Regulation Volume 4, Chapter 20, Section 200303, "Identifying Direct Productive Labor Hours" makes clear that "Direct Productive Labor Hours (DPLH) are the hours expended by employees that are directly attributable to production. Management identifies employees whose work constitutes productive labor hours within the production department. These hours are totaled and then estimated idle time and leave/holiday hours are deducted. The result is total departmental productive hours, used as a denominator in the determination of the actual shop rate[.]".

40. ManTech, as awardee of the Contract, was required to comply with all of the Contract's requirements. Moreover, by accepting the successive Contract Options, ManTech certified that it was in compliance with all material requirements of the Contract and in compliance with federal and state laws and regulations.

The Accurate Reporting to the Army of Direct-Labor Hours Was Material to the United States

41. "Labor hour" is referenced 174 times in the Contract.

42. ManTech had an affirmative duty to accurately report its labor hours.

43. The accurate reporting of labor hours was material to the United States.

ManTech Made Knowingly False Statements to The U.S. Regarding the Hours Worked by its Employees

44. On information and belief, ManTech reported labor hours during the "phase-in"

period.

45. On information and belief, ManTech provided reports to the U.S. regarding the "Early Operational Readiness" and "Operational Readiness" phases of the contract by reporting hours worked servicing MRAPS.

46. With respect to all of its labor hour reporting requirements under the Contract, ManTech submitted claims of direct labor hours worked on the Contract to the government that were knowingly false.

47. Depending on ManTech's needs, ManTech either overreported direct labor hours or underreported direct labor hours by encouraging its employees to mischaracterize direct labor hours as indirect labor hours (and vice versa). On information and belief, ManTech managers altered timesheets that were completed by ManTech employees by either increasing or decreasing direct labor hours with knowledge that they would be reported to the U.S.

ManTech Intentionally Underreported Direct Labor Hours To Conceal the Inefficiency of its Unqualified Workforce

48. As detailed in paragraphs 122 - 146, in an effort to conceal the inefficiencies of an untrained workforce and to induce the U.S. to exercise the available Contract Options, notwithstanding ManTech's unqualified workforce, ManTech ordered its mechanics and technicians to falsify their direct labor hours to create the false impression of efficiency in performing direct labor mission-critical tasks.

49. ManTech regularly recruited and employed unqualified personnel with no experience and/or knowledge of vehicle maintenance and repair let along MRAP maintenance and repair as was a material provision of the Solicitation and the Contract.

50. Prior to 2012, the contract for maintenance and repair of MRAPs in Kuwait was held by Science Applications International Corp ("SAIC"). As the prime contractor at the KMSF,

SAIC subcontracted the actual repair and maintenance services to a variety of subcontractors including Ranger Land Systems, Inc. ("Ranger") and VSE Corporation ("VSE").

51. Because of Hawkins's significant prior experience as a mechanic on the MRAPs, first for VSE and then for Ranger, ManTech frequently asked Hawkins to attend meetings with Army contracting officers as a "substitute supervisor." Hawkins began attending these meetings in February 2013.

52. The presence of unqualified ManTech employees dramatically slowed efficiency in the repair of MRAP vehicles and distracted the attention of those mechanics and technicians who were qualified to service MRAP vehicles from their tasks. Unqualified ManTech employees frequently stopped work on an MRAP because they did not know how to proceed. The typical remedy for an unqualified employee suspending work was for a qualified technician or mechanic to be found within the KMSF to resolve the impasse experienced by the unskilled employee. That qualified technician or mechanic was required to suspend his own work in order to travel to the workspace of the unqualified technician or mechanic to provide assistance and counsel on how to proceed. Thus, the sufficiently trained and experienced mechanics were forced to mentor the large number of unqualified ManTech employees in order for work on the MRAPs to proceed. This reduced the efficiency of the work on the Contract and caused the unnecessary accumulation of labor hours.

53. At the meetings with Army contracting officers that he attended, Hawkins witnessed ManTech managers deliberately lie to the U.S. government contracting officers about ManTech's efficiency in servicing the MRAP vehicles. Hawkins knew that the information ManTech provided to the Army regarding its efficiency was false because he had prior work experience servicing MRAPs when SAIC was the prime contractor and Hawkins worked for its

subcontractor Ranger Land Systems. Hawkins witnessed ManTech claim, falsely, to the Army contracting officers, that ManTech was working far more efficiently than Ranger. As a former Ranger employee, Hawkins knew first-hand that ManTech was operating far less efficiently than Ranger.

54. A significant reason for ManTech working less efficiently than Ranger was that ManTech hired unqualified personnel to work as mechanics or technicians.

55. Hawkins, Sawyer, and Hayes have personal knowledge that ManTech managers were engaged in a systemic scheme to misrepresent labor hours to the U.S. The misrepresentation of time took two forms. First, ManTech managers regularly ordered ManTech employees to use inaccurate labor codes to classify time spent on MRAPS. Hawkins and Hayes witnessed employees follow these orders and, in fact, deliberately mischaracterize their hours as instructed. Second, where ManTech employees did not mischaracterize their time or where ManTech's need for time manipulation exceeded the mis-categorization of hours, ManTech managers collected the timesheets from ManTech personnel and, on information and belief, reduced or added to the hours reported to the U.S.

56. According to Hawkins, who, at the invitation of ManTech management, attended management meetings beginning in February 2013 because his experience, when employees turned in their time sheets to their ManTech managers, the ManTech managers would alter the record of their labor hours. ManTech managers had predetermined the "appropriate" amount of direct-hour time that should be spent on a vehicle. If the time actually spent servicing a vehicle was above the target time, the ManTech managers would either eliminate hours or reclassify the hours from direct labor to indirect labor. If the time actually spent servicing a vehicle was below the target time, the ManTech managers would either reclassify indirect labor hours as direct labor

hours or increase the hours recorded on the timesheet, that were later entered into SAMS-E.

57. At one management meeting that Hawkins attended, a Major from the Army attended. At that meeting, ManTech reported labor hours to the Army Major that it knew were false in order to demonstrate contract compliance.

58. As a result of the manipulation of the time reported by ManTech to the Army and through oral reports made by ManTech managers in the presence of Hawkins to Army contracting officers at the meetings attended by Hawkins, Hawkins has direct knowledge that ManTech made material false statements to the United States in order to ensure payment under the Contract where some or all of the payments might have been withheld had the government known ManTech's inefficiency in performing the Contract, an inefficiency that was created, in large part, by the lack of qualifications and skills of its new recruits.

59. Hayes was the head of his particular "line" of ManTech employees at the KMSF.

60. Hayes's supervisor, Bud Delano, ordered Hayes to misreport his own time and for Hayes to instruct the men in his line to misreport their labor hours to reduce the number of direct-labor hours reported to the government. Hayes refused to do so.

61. In the face of Hayes's refusal to order his men to manipulate their reported time, Delano visited the line and instructed the Hayes line to falsify the record of the time spent servicing the MRAPs by using non-direct hour data codes to characterize the direct-hour time spent servicing the MRAPs.

62. After Delano gave this instruction to the men of his line and departed, Hayes addressed the men under his supervision. Hayes told his men that it was illegal to mis-record the labor hours reported to the government.

63. Bud Delano learned that Hayes had openly contradicted him and had attempted to

contravene his instruction to the line.

64. Soon thereafter, Delano replaced Hayes as the head of his line with a man named Marvin Holt who instructed the line consistent with Bud Delano's instruction to miscode labor hours.

65. Hayes was demoted and transferred to another line.

66. On May 30, 2013, Hayes, Sawyer, Nelson, and Locklear were told to report to the office of ManTech supervisor John Gaurnieri ("Gaurnieri"). Hayes and the others who were brought into Gaurnieri's office were fired for cause by ManTech.

67. Gaurnieri told Hayes that he was being fired because Army contracting officers had told ManTech manager Ret. Colonel John Danks, ManTech's liaison with the Army, that Hayes was not meeting minimal expectations for direct hours worked. Hayes immediately protested to ManTech manager Gaurnieri that any such representation of low direct labor hours was false because his direct labor hours were consistently high.

68. Given that he had consistently reported high direct labor hours yet was being fired because of the Army's claim that he lacked sufficient labor hours, Hayes believes and thus alleges that ManTech managers altered the hours that he had reported. Specifically, in response to his refusal to miscode his own labor hours, ManTech managers, on information and belief, reduced his hours without his knowledge.

69. Nelson was also told that he was being fired at the request of the U.S. Army because the Army had determined that his recorded direct labor hours were too low. However, Nelson served as part of the KMSF fire suppression team. He did not bill time to specific MRAP vehicles. If the data that the Army was basing its analysis on was accurate, the Army would have known that he was recording no direct labor hours not "low" direct labor hours.

70. ManTech's representation that Nelson was being fired because his direct labor hours were "low" leads Nelson to believe and thus allege that ManTech managers submitted false time sheets in Nelson's name to the U.S.

71. Locklear was also told that he was being fired at the request of the U.S. Army because of his low direct labor hours. However, at all times relevant to this allegation, Locklear worked in the KMSF tool room distributing equipment to men working directly on MRAPs. Locklear was not reporting any direct labor hours. Thus, the allegation that Locklear's direct labor hours were "low" was false because, in truth, Locklear's direct labor hours were non-existent. These facts lead Locklear to believe and thus allege that ManTech submitted false time sheets in his name.

72. In March 2013, Sawyer attended a leadership meeting led by ManTech manager Scott Campbell ("Campbell"). Campbell instructed the assembled group to falsify their labor hours by mischaracterizing the hours they were working. Sawyer refused to do so.

73. Sawyer was also fired for cause on May 30, 2013. He was also told that he was being fired because of low direct labor hours. However, like Hayes, Locklear and Nelson, Sawyer knew that any assertion that he was not billing sufficient direct labor hours was a lie as he was consistently turning in timesheets reflecting his dedicated, non-stop direct hour labor on the MRAPs. Thus, Sawyer also alleges that ManTech reported falsified time sheets reflecting manipulated man hours to the U.S.

74. Given the aforementioned facts, Hayes, Locklear, Nelson, and Sawyer believe and thus allege that ManTech deliberately and effectively prevented the relevant U.S. Army personnel responsible for the Contract from knowing that ManTech's time reporting with respect to the Contract was materially false and inaccurate and, as a result, U.S. Army personnel took important

actions with respect to the Contract that were based on materially false facts.

75. The recordation of labor hours is directly related to SAMS-E data reporting. As is discussed in detail below, each day, ManTech mechanics and technicians were required to fill-out time sheets to record their time using codes to describe the various tasks undertaken. These time sheets were collected by ManTech managers at the end of each day. The coded hours were then entered as data into the SAMS-E system. Thus, if time is misrecorded on a time sheet or it time is mischaracterized on a time sheet, that time would also be misrecorded or mischaracterized in the SAMS-E system.

76. Upon his summary termination and forced return to the United States, Sawyer began investigating the grounds for his dismissal. He knew that the representation that he had low direct labor hours was a lie, and he set out to prove it.

77. Sawyer knew that the time reflected from his timesheets would be entered as data into the Army's SAMS-E data system.

78. Sawyer believes and therefore alleges that ManTech manipulated his labor hours both by overreporting labor hours and underreporting labor hours to the government. This misreporting was material in that ManTech submitted claims for payment to the government that were not accurate which resulted in the U.S. paying ManTech based upon that false information.

79. ManTech made certifications to the U.S. by requesting and receiving payments that were premised on labor hours it was regularly reporting to U.S. By knowingly reporting false and inaccurate labor hours, ManTech knew it was not in compliance with material and legal requirements of the Contract; thus, such requests for payment constituted false claims for payment.

80. Statutory damages to the U.S. include, but are not limited to, three times the full value of all such false and/or fraudulent claims.

81. Each false and/or fraudulent claim is also subject to a civil fine under the False Claims Act of five thousand five hundred to eleven thousand dollars ($5,500 - $11,000).

82. Defendants are jointly and severally liable for all damages under this Count.

COUNT II
Violations of the False Claims Act
False Claims with Respect to the Input of Data into SAMS-E
Pursuant to 31 U.S.C. §§ 3729(a)(1)(A) and 3729(a)(1)(B)
Against All Defendants[2]

83. The allegations in Paragraphs 1-142 are incorporated in this count by reference as though fully stated herein.

84. ManTech violated the False Claims Act by intentionally and/or recklessly submitting inaccurate data in the SAMS-E. Those false statements were material to ManTech being paid by the United States.

Accurate SAMS-E Data Entry Was Material to the United States

85. The Contract emphasized, pursuant to regulation, the importance the Army placed on accurate data. Section 9, Page 8 of 388 incorporated by reference KSCR1-18:

> KSCR1-18 – CONTRACTOR MANPOWER REPORTING (OCT 2011)
> In accordance with AFARS 5137.9601, the requirement to report contractor manpower shall be included in all contracts, task/delivery orders and modifications, with place of performance in Kuwait.
> CONTRACTOR MANPOWER REPORTING (OCT 2011)
> Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web

[2] In its Memorandum Opinion and Order of January 28, 2020, the Court dismissed the allegations of Count II without prejudice. Relators/Plaintiffs repleaded the allegations of this count without any amendment thereto, recognizing that it has been dismissed, yet replead it to preserve it (1) in the event that discovery supports this count as a ground for relief, and (2) for appeal.

> address https://cmra.army.mil/login.aspx
> The required information includes:
> (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
> (2) Contract Number;
> (3) Beginning and ending dates covered by reporting period;
> (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
> (5) Estimated direct labor hours (including sub-contractors);
> (6) Estimated direct labor dollars (including sub-contractors);
> (7) Total payments (including sub-contractors);
> (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
> (9) Estimated data collections cost;
> (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
> (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
> (12) Presence of deployment or contingency contract language; and
> (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

86. At approximately the time that the U.S. entered into the Contract with ManTech, the Army was rolling out a new comprehensive system for tracking the life cycle of critical hardware: SAMS-E.

87. The SAMSE-E system is designed for use by Army mechanics. It is not designed for use by private contractors. However, tracking the life cycle of mission-critical MRAPs was so important, so material, to the U.S. that the Army established a SAMS-E data terminal for use at the KMSF.

88. A U.S. Army publication describes how materially important SAMS-E is to the Department of Defense ("DoD") and the government. SAMS-E is material because it is the key maintenance component of the Army's Logistics Information Technology systems:

> [SAMS-E] provides Warfighters around the world with automated management of equipment maintenance on everything from M-16 rifles to aircraft. Soldiers use SAMS-E to track asset and equipment life, order parts, interface with related

> logistics systems and much more. SAMS-E users can compile equipment readiness reports to provide operational command and control support to Army and Joint leadership. The system also enables effective Force and Fleet sustainment operations at the national level through consolidated equipment maintenance data. (Gay, William, "SEC's Standard Army Maintenance System-Enhanced ensures operational readiness worldwide, July 21, 2011).

89. The wide variety of information collected by SAMS-E provides additional evidence of SAMS-E's materiality to the government. SAMS-E Master File, RN 750-1s/ACRS 700A/0-6 states, "The SAMS-E system . . . generate[s] hard copy reports . . . of record numbers: Maintenance Requests, Preventive maintenance schedules, Equipment inspection and maintenance worksheets, Historical records or logbooks, Equipment maintenance records, Shop property accounts, Oil Analysis Records, and Equipment operation permits that are kept at the unit level CFA." SAMS-E generates reports of record numbers including maintenance requests, preventive maintenance schedules, equipment inspection and maintenance worksheets, historical records or logbooks, equipment maintenance records, shop property accounts, oil analysis records, and equipment operation permits, among other things.

90. The accurate collection of SAMS-E data is material to the U.S. military because the U.S. military is a data-driven decision-making processes. SAMS-E provides DoD with automated management of equipment maintenance on a wide range of military equipment. SAMS-E provides DoD with the ability to track asset and equipment life, order parts, and interface with related military logistics systems. SAMS-E is materially important to the government because it allows DoD to compile equipment readiness reports to provide operational command and control support to military decision-making. SAMS-E is materially important to the government because it enables DoD to maintain force and fleet sustainment operations through consolidated equipment maintenance data. It has been described as "the most important automated system to field maintenance managers." Army Pamphlet 750-3 UNCLASSIFIED, Maintenance of Supplies and

Equipment Soldiers' Guide for Field Maintenance Operations (Sept. 18, 2013), § 3-2 (b), "The Army Maintenance Management System." *See* Department of the Army, Pamphlet 750–1, Maintenance of Supplies and Equipment, Commanders' Maintenance Handbook Headquarters Department of the Army Washington, DC (Dec. 4, 2013), pp. 4, 11, 17, 18, 24, 26-29, 34, 37-41, and 43.

91. SAMS-E is materially important to the government as a maintenance management tool that assists front line managers with work scheduling and dispatching of government equipment. Source input is manually input by users and data is transferred from other Logistics Information System (LIS) via Secure File Transfer Protocol ("SFTP"). *Ibid*.

92. SAMS-E is a materially important for the timeliness, accuracy and reporting of maintenance data to DoD decision-makers.

93. SAMS-E is a materially important maintenance management tool that assists front line managers with work scheduling and dispatching of government equipment.

94. Accurate SAMS-E reporting is a critical instrument for Army and DoD commanders to assess overall readiness of U.S. military forces. Maintaining accurate SAMS-E reporting is mission-critical for U.S. military forces engaged in combat, as failure to maintain accurate reporting can jeopardize the efforts and lives of U.S. troops on the front lines.

95. The materiality of this SAMS-E data to the Contract is demonstrated by the rote fact that, contrary to most other contract jobs, the Army provided, at its own expense, SAMS-E terminals for use by ManTech so that ManTech could directly input data into SAMS-E on a real-time basis. If the SAMS-E data had not been of independent importance to the Army, ManTech would have only been required to provide timesheets for the purpose of compensation. On information and belief, the reason why the Army took this unusual step because the Army needed

accurate, field-input data in order make assessments on a real-time basis regarding the readiness, reliability, and availability of MRAPs. Such information was needed to make battlefield decisions in a manner to enhance effectiveness and minimize casualties from IEDs.

96. The time sheets used to report labor hours for contract performance were also used to collect the data that was inputted into SAMS-E. Specifically, the time sheets included codes for characterizing increments of time. The coded time data was collected from these time sheets and entered into SAMS-E.

97. A menu of SAMS-E manhour codes was included in the timesheets used by ManTech's employees. A non-exclusive list of such codes included:

SAMS ID CODES
01 DIRECT LABOR
03 SUPERVISION
04 MAINTENANCE ADMINISTRATION
05 MAINTENANCE ON INSTALLATION TECHNICAL TRAINING
06 QUALITY INSPECTION
08 MAINTENANCE MEETINGS
09 PLANT/ EQUIPMENT OPERATION
10 CLEANING AND POLICING
11 VEHICLE OPERATIONS
12 STOCK CHASING
17 EQUIPMENT
20 LAG- AWAITING ASSISTANCE
21 LAG- AWAITING EQUIPMENT, TOOLS OR FACILITY SPACE
22 LAG- AWAITING TRANSPORTATION
23 LAG-WEATHER
24 LAG- AWAITING PARTS
25 LAG-BREAK
35 TDY- OTHER
36 PERSONNEL PROCESSING
40 COMPENSATORY TIME OFF FOR OVERTIME
42 LEAVE- OFFICIAL
43 SICK LEAVE- CIVILIAN
44 MEDICAL ABSENCE
45 PERSONAL AFFAIRS

47 LWOP
48 JOB RELATED INJURY
0 LABOR- CLOSED WORK ORDER

ManTech Made Knowingly False Entries into SAMS-E

98. As described above, ManTech manipulated and falsified the time it reported to the U.S. for servicing MRAPs under the Contract.

99. When, at the instruction of ManTech managers, employees used inaccurate codes to describe time serving MRAP vehicles, those inaccurate time codes were then entered into the SAMS-E data system.

100. The false coding of time resulted in false data being entered into SAMS-E. For example, if the amount of time spent on a particular MRAP was in danger of exceeding that anticipated direct man hour time, ManTech management instructed its employees to use non-direct labor codes (such as "12 Stock Chasing" or "17-Equipment") instead of the Direct Labor Hour code of 01. Conversely, if the amount of direct labor hours for a particular task order was lagging, ManTech managers would instruct their employees to enter inflated direct labor hours on their timesheets.

101. When ManTech managers collected time sheets and then, depending on the need, increased or decreased the time as reported to the U.S., the misrecorded time was then entered into SAMS-E. This misreported time constituted corrupt, inaccurate data in SAMS-E.

102. By polluting SAMS-E with corrupted data, ManTech denied the government all of the benefits that the government sought from ManTech when it provided ManTech the multimillion-dollar SAMS-E reporting system in the first instance. Thus, not only were the costs incurred by the U.S. in configuring a SAMS-E system wasted, the entry of corrupted data into SAMS-E made the Army worse off than if the Army had chosen not to provide ManTech with the

SAMS-E terminal in the first instance. Specifically, had the Army not provided a SAMS-E terminal to ManTech, the subsequent SAMS-E data analytics would have been known to have lacked key maintenance and repair datapoints. However, not knowing that the data entered into the KMSF SAMS-E terminal was corrupt, the Army could not know that its underlying data were unreliable.

103. Based on the aforementioned facts, including their personal observations, Hawkins, Sawyer, Hayes, Nelson, and Locklear allege that ManTech intentionally entered falsified the time data into the Army's SAMS-E system.

104. The damage to the U.S. extends far beyond the direct financial injury inflicted by the fraud and the servicing of U.S. equipment by a contractor that employed unqualified mechanics and technicians.

105. The U.S. military depends on accurate data to determine readiness for military action. Readiness includes the availability of weaponry and equipment in the field. Readiness is gauged by recorded maintenance turn-around times, the reliability of the equipment that has been deployed, and whether equipment currently being used by our forces is sufficiently reliable to merit additional purchase (or whether the U.S. would be better served purchasing different, more reliable equipment).

106. False data in this data-driven system pollutes readiness calculations, reliability assessments, and procurement decisions, and does further damage to the U.S. military.

107. ManTech made implicit certifications to the U.S. by requesting and receiving payments that were premised on compliance with material requirements of the Contract and applicable Kuwaiti, U.S., and state laws and regulations. By knowingly entering false data, ManTech knew it was not in compliance with such material and legal requirement; thus, such

requests for payment constituted false claims for payment.

108. Statutory damages to the U.S. include, but are not limited to, three times the full value of all such false and/or fraudulent claims.

109. Each false and/or fraudulent claim is also subject to a civil fine under the False Claims Act of five thousand five hundred to eleven thousand dollars ($5,500 - $11,000).

110. Each false data entry into SAMS-E constitutes a separate false claim to the U.S.

111. Defendants are jointly and severally liable for all damages under this Count.

COUNT III
Violations of the False Claims Act
False Claims with Respect to the
Qualifications of ManTech's Personnel
Pursuant to 31 U.S.C. §§ 3729(a)(1)(A) and 3729(a)(1)(B)
Against All Defendants[3]

112. The allegations in Paragraphs 1-142 are incorporated in this count by reference as though fully stated herein.

113. ManTech violated the False Claims Act by intentionally and/or recklessly submitting inaccurate information and certifications to the U.S. regarding the qualifications of the personnel that it had assigned to work on the critically important MRAP vehicles.

The Qualifications of the ManTech Mechanics
Working on the MRAPs were Material to the United States

114. The MRAPs were a top priority for the Department of Defense and the Army as this high-cost vehicle had the design and construction necessary to withstand IED blasts and, thus,

[3] In its Memorandum Opinion and Order of January 28, 2020, the Court dismissed the allegations of Count III without prejudice. Relators/Plaintiffs repleaded the allegations of this count without any amendment thereto, recognizing that it has been dismissed, yet replead it to preserve it (1) in the event that discovery supports this count as a ground for relief, and (2) for appeal.

save the lives of thousands of U.S. service men and women.

115. The Contract required ManTech to staff the KMSF with mechanics and technicians who were adequately trained to efficiently and effectively provide MRAP repair and maintenance services. Solicitation W56HZV-11-R-0181, page 107 of 125.

116. ManTech was required to certify that its mechanics were qualified to work on the MRAP vehicles by either submitting (1) a certification of training from MRAP-U, or (2) a waiver to MRAP-U training (the MRAP-U certification-training credentials requirement may be waived for those personnel that have had previous experience with MRAP Vehicle Systems). Solicitation W56HZV-11-R-0181, page 107 of 125.

117. Given the cost of each MRAP, the mechanical stresses that an MRAP are designed to withstand (the explosion of an IED), and the lives at stake through the availability of MRAPs to U.S. service personnel, the qualification of the mechanics working on these vehicles was material to the U.S. and the Contract.

ManTech Made Knowingly False Statements to The U.S. Regarding the Qualifications of its Mechanics

118. Relators Hawkins, Hayes, Sawyer, and Locklear have original-source knowledge that ManTech made false claims to the U.S. about the qualifications of its mechanics – qualifications that were material to the Contract for the servicing of these $1 million vehicles – and that ManTech made these false statements knowingly even though ManTech knew its false statements would result in the input of unreliable and corrupted data into SAMS-E.

119. ManTech initially absorbed the existing mechanics and technicians who had been employed by its predecessor SAIC and its subcontractors. Thereinafter, ManTech embarked on a recruiting program that was designed to get "boots on the ground" at a low-cost – irrespective of its material contract obligations to the U.S. to have only qualified mechanics service the MRAPs.

120. In order to save money, ManTech passed overqualified mechanics as new hires in favor of bring a low-skill, low-cost workforce to the KMSF that was unqualified to service the MRAPs in accordance with the requirements of the Contract.

121. The experience of Sawyer exemplified the intentional willingness to ignore lack of qualification in order to fill job quotas. After ManTech took control of the KMSF, ManTech asked Sawyer to relocate to Afghanistan to serve as a certified welding inspector. Sawyer repeatedly informed ManTech that he did not know how to weld and was not qualified to inspect others' welding.

122. Given the combat stresses to which MRAPs are subjected (e.g., IED blasts, exposure to chemical agents, etc.), the quality of welding is materially important to the servicing and maintenance of these vehicles.

123. ManTech ignored Sawyer and demanded that he serve as a welding inspector in Afghanistan. ManTech threatened to fire him if he did not take the job as welding inspector. Still, he refused.

124. After ManTech took over from SAIC and had absorbed the first wave of employees from SAIC's subcontractors, ManTech brought unqualified employees to Kuwait to work on the MRAP contract. Sawyer has personal knowledge of ManTech hires who had been recruited from the Military Youth Corps, one of whom, Michael Green, was previously a beautician and another who had been hired from a job at a fast-food restaurant.

125. ManTech seemed not to care that these men – and so many of the others who came to Kuwait after the existing KMSF mechanics had been hired by ManTech – had no pertinent skills.

126. In September 2012, Hawkins learned that ManTech would be taking over the

MRAP contract at the KMSF. He was invited to reapply for his job as a ManTech employee.

127. As part of the process of applying for a job as a mechanic with ManTech, Hawkins was required to take an online test to prove his competence as a mechanic. There existed no ID-verification or other security to ensure that the person taking the mechanic's test was the same person who was applying for the job.

128. On information and belief, ManTech hired persons who had engaged third parties to take and pass the mechanic competency test. In conversations Hawkins, Hayes, Sawyer, and Locklear had with new hires, new hires at times admitted that someone else had provided the answers on their mechanic competency test. This practice was so widespread and the safeguards against third parties providing answers to this test were so non-existent, that ManTech knew or acted with reckless disregard as to the qualifications of new hires.

129. As a consequence of the lack of experience of the personnel hired by ManTech, the MRAP vehicles were frequently returned to the maintenance facility due to their negligent servicing. The additional time and resources taken by the return of these vehicles to the KMSF caused economic loss to the United States.

130. It was Hawkins's job to work with and train the new hires. In so doing, he learned that many of those hired by ManTech had no prior work experience as mechanics. The most recent job for many of them was working at fast-food restaurants.

131. One of the new hires that Hawkins met was hired as a line-supervisor. However, this new hire did not have any experience as a mechanic. His lack of experience caused productivity on the line to come almost to a complete halt.

132. Locklear has knowledge that ManTech was deliberately hiring new employees who lacked fundamental knowledge about the job they were hired to do. Locklear had a broad view on

this problem working in the tool room dispensing equipment to ManTech employees at the KMSF. As an example, a new hire was sent to see Locklear to obtain a half-inch impact wrench. An impact wrench is a socket wrench, high torque power tool that is routinely used in, inter alia, automotive repair, heavy equipment maintenance, and product assembly. Any worker qualified to service MRAPs would and should have an understanding of how an impact wrench operates and is maintained. In providing the wrench to him, Locklear instructed the man to put a few drops of oil into it before using it. In response, the "mechanic" asked him where he was to apply the oil. This lack of fundamental knowledge of such a basic piece of equipment indicated to Locklear that this man lacked sufficient experience as a mechanic.

133. There is pervasive other evidence of the lack of qualification of ManTech's labor force.

134. By virtue of the acts and omissions described above, Defendants, by and through their officers, agents, supervisors, and employees, agreed to make use of, and did make use of, or caused to be made use of knowingly false statements to get claims paid or approved by the U.S. Government in violation of 31 U.S.C. § 3729(a)(1)(B).

135. Because ManTech's mechanics and technicians at KMSF lacked the requisite qualifications, ManTech was not qualified to be a contractor for MRAP service and repair and could not perform with the requisite efficiency that was a necessary and essential predicate for award of successive Contract Options.

136. Because ManTech's mechanics and technicians at KMSF lacked the requisite training, the staff routinely violated the required procedures for MRAP maintenance and repair in order to conceal their deficiencies, conduct that resulted in significant overbilling and excess and unnecessary costs being submitted to, and paid by, the U.S. Government.

137. The U.S. unambiguously stressed the importance of qualified personnel in the Solicitation for the Contract. ManTech went to great lengths to disguise the extent of its unqualified workforce. Had the U.S. known that ManTech had hired, e.g., untrained, unqualified fast-food workers, beauticians, and youth offenders to come to Kuwait to work on the Army's life-saving armored vehicles, the U.S. would have cancelled the Contract and denied ManTech further payment.

138. Not only was the U.S. damaged by unqualified mechanics and technicians working on mission-critical, expensive, and sophisticated MRAP equipment, but the presence of a cadre of unqualified technicians and mechanics dramatically slowed efficiency in the repair of MRAP vehicles and distracted the attention of those mechanics and technicians who were qualified to service MRAP vehicles from their tasks. Unqualified technicians and mechanics frequently stopped work on an MRAP because they did not know how to proceed. The typical remedy for an unqualified technician or mechanic suspending work was for a qualified technician or mechanic to be found within the KMSF. He was then required to suspend his own work in order to move to the workspace of the unqualified technician or mechanic to provide assistance and counsel on how to proceed. In other words, the large corpus of unqualified technicians and mechanics had to be mentored by the small number of sufficiently qualified technicians and mechanics. This was part and parcel of a system that was purposefully set into motion by ManTech to materially reduce the direct hour efficiency of all the technicians and mechanics working on the Contract, and cause unnecessary billing to the U.S.

139. ManTech made explicit and implicit certifications to the U.S. by requesting and receiving payments that were premised on compliance with material requirements of the Contract that required ManTech to ensure that only adequately qualified mechanics serviced the mission-

critical, life-saving, and expensive MRAPs. By knowingly allowing unqualified personnel to service the MRAPS, ManTech knew it was not in compliance with such material and legal requirement; thus, such requests for payment constituted false claims for payment.

140. Statutory damages to the U.S. include, but are not limited to, three times the full value of all such false and/or fraudulent claims.

141. Each false and/or fraudulent claim is also subject to a civil fine under the False Claims Act of five thousand five hundred to eleven thousand dollars ($5,500 - $11,000).

142. Defendants are jointly and severally liable for all damages under this Count.

COUNT IV
Violations of the Trafficking Victims Protection Reauthorization Act
U.S.C. §§ 1581, *et seq.*

143. The allegations in Paragraphs 1-21 and 144- 324 are incorporated in this count by reference as though fully stated herein.

144. Plaintiffs bring this count under the Trafficking Victims Protection Reauthorization Act ("TVPRA") 18 U.S.C. § 1581, et seq.

145. Section 1595 of the TVPRA allows private citizens to bring suit against a perpetrator who has violated the TVPRA.

146. Section 1589(a)(3) of the TVPRA establishes that whoever knowingly provides or obtains the services of a person by means of the abuse or threatened abuse of law or legal process shall be punished pursuant to the Act.

147. Section 1592 establishes that whoever knowingly conceals, removes, confiscates, or possesses any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person -- in the course of a violation of section 1589 with intent to violate section 1589; or to prevent or restrict or to attempt to prevent

or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the services of that person, is liable under the TVPRA.

148. Section 1593(a) establishes that in in addition to any other civil or criminal penalties authorized by law, the court shall order restitution for any TVPRA offense.

149. Under Section 1593(b)(1), the order of restitution under this section shall direct the defendant to pay the victim the full amount of the victim's losses including any costs incurred by the victim for medical services relating to physical, psychiatric, or psychological care; physical and occupational therapy or rehabilitation; necessary transportation, temporary housing, and child care expenses; lost income; attorneys' fees, as well as other costs incurred; and any other losses suffered by the victim as a proximate result of the offense.

150. Under Section 1593(b)(1), the order of restitution shall also include the greater of the gross income or value to the defendant of the victim's services including the offender's ill-gotten gains.

151. Compliance with Kuwait's immigration laws was a material requirement of the Contract. *See* Count V below. Indeed, in recognition of the fact that such compliance was a "primary" requirement, in a customized "Addendum" to each of ManTech's employment contracts with Plaintiffs, the following is provided:

> Your work area is designated as Kuwait as stated in your offer letter. A primary requirement for working in Kuwait involves issuance of a host nation Work Visa with sponsorship. To obtain a work visa, you will be required to meet established host nation criteria, including a favorable background investigation (this is in addition to employment background check and security clearance requirements) and a medical examination to determine fitness to work. These requirements may not be waived, are not negotiable and may not be substituted using alternate approvals, *e.g.*, a current active security clearance does not supersede and cannot be used in place of the required host nation background check, nor is a deployment medical exam acceptable in lieu of the required medical exam.

On information and belief, ManTech's employment contracts with the other employees who

worked on the Contract in Kuwait contained similar if not identical provisions.

152. Nonetheless, ManTech abused Kuwaiti immigration and labor laws by ordering Plaintiffs and their colleagues to engage in "visa runs" in which they left Kuwait, flew to and entered Bahrain, and then immediately turned around and flew back to and entered Kuwait in order to be issued renewed tourist visas.

153. ManTech placed Plaintiffs and their colleagues in fear of arrest for this violation – which was exacerbated by their fear of being fired by ManTech if they failed to obey ManTech's orders, and the harsh economic consequences that would follow as described in the contracts signed by Plaintiffs.

154. By creating this Hobson's Choice, and forcing Plaintiffs and their colleagues to work in fear, without the protection of any country's laws, ManTech was able to extract their services at an extremely low rate, underbid its competitors for contract work, and make exorbitant profits by obtaining illegal payments from the U.S.

ManTech Obtained Plaintiffs' Continued Services Through the Abuse of Kuwait's Laws

155. ManTech's employment contracts recited that employees would be working in Kuwait legally and that the conditions of employment would be lawful. This representation was false.

156. Once Plaintiffs were in Kuwait, their contracts forced them to remain on the job for at least two years – even after they discovered that they were in-country illegally and that the conditions of their employment were unlawful – on pain of payment of substantial financial penalties for resigning sooner.

157. Specifically, Plaintiffs were required to sign employment contracts that committed them to work for ManTech for twenty-four (24) months. A significant financial penalty was

imposed for early termination. "MRAP-FOV Contract Offer Addendum – SSILOG, Host Nation Sponsorship & Work Visa- Kuwait (CIVIL ID)" made it clear that ManTech would control the immigration requirements for its employees to work at the KMSF, incurring substantial costs for this process. Plaintiffs' employment contracts stated:

> Due to the significant cost for sponsorship, (up to and exceeding $10,000 per person for first year and $5,000 for second year), you agree to commit to a minimum period of employment (deployment) of 24 months or the completion of the contract whichever comes first. Once the process is completed, *should you decide to terminate employment, or are terminated for any reason*, voluntary or involuntary, prior to completing 24 months (non-consecutive) of "boots on ground" (BOG) service, *you are responsible for costs incurred and will be required to reimburse the cost to obtain a work visa*. In this event, ManTech will make a determination of financial obligation based on the current circumstances. *Reimbursable costs include all expenses related directly and indirectly to the sponsorship, including travel, lodging, per diem, medical exam(s), background investigation and administration/ administrative fees. If terminated, you may also be responsible for employment and deployment costs* as described in the Offer Addendum, as well as costs related to any training or certification process provided to you as part of your employment, including employment related expenses described in the Offer Addendum.

See Employment Contract Excerpts at Ex. 02 (Emphasis added).

158. The ManTech MRAP-FOV Contract Offer Addendum – SSILOG, Host Nation Sponsorship & Work Visa- Kuwait (CIVIL ID) made clear that if, prior to completing two years of employment in Kuwait, a ManTech employee either quit or was terminated, he would be contractually obligated to pay ManTech $15,000.00 as reimbursement for the costs incurred for sponsorship of that employee in Kuwait.

159. In addition, as stated in the "MRAP-FOV Contract Offer Addendum Contract Mandated Training and Training Certification" portion of that employee's contract with ManTech:

> In the event that you fail to complete an assigned training course or fail to complete an obligated employment period under this contract

> and defined in this offer, *you will be required to reimburse prorated costs related to the training and certification process*. You further understand and agree that in the event your employment with ManTech is voluntarily terminated or terminated for cause before you complete this commitment period, *you will be required to reimburse training related expenses as defined above on a prorated basis* (1/12th for each month that your employment term is short of the twelve (12) month commitment).

Ibid (emphasis added).

160. The Kuwait Private Sector Labor Law ("KPSLL") mandates that "the replacement of the expatriate labor force by the national labor force – whenever it can be possible – . . . is one of the main objectives of the State that should finally be achieved." Explanatory Memorandum Law No. (6) of 2010 Concerning Private Sector Labour Law Explanatory Memorandum, pp. 45-6. Expatriates, such as Plaintiffs, cannot work in Kuwait unless they subject themselves to Kuwait's laws. ManTech deliberately and intentionally violated this main objective of the State of Kuwait.

161. Article 10 of the KPSLL states: "The employer is banned to employ foreign labor force unless they are duly authorized by the Competent Authority to work for him." ManTech should have been banned from employing Plaintiffs because, during all times pertinent to this complaint, Plaintiffs were not duly authorized by any competent authority to work for ManTech because their presence in Kuwait was illegal. Further, ManTech engaged in a pattern of behavior designed to hide from Kuwaiti authorities that its work force of expatriates had not been authorized to work in the country. Article 10 further states, "If the worker abandons coming to his work and worked for another employer, the employer shall be obliged to return the employer back to his home country, upon registering an absconding notice against the worker by his main sponsor."

162. Only companies that are majority owned by Kuwait nationals may provide employment in Kuwait.

163. It is illegal for foreign national companies, such as ManTech, to employ foreign national workers in Kuwait.

164. In order for foreign nationals to work legally in Kuwait, they must be employed by a Kuwaiti-national owned company and they must obtain a Resident Visa – a resident visa that ensures that, as a resident of Kuwait, they are subject to Kuwait's laws.

165. The issuance of a Resident Visa (frequently and hereinafter referred to as a "Visa 18") is a pre-condition to working legally in Kuwait. In order to qualify for a Visa 18, the Kuwait-national owned company must apply for authorization from the Ministry of Labor and Social Affairs ("MOSAL") for permission to employ such foreign national workers. This application includes submitting information about the prospective employee's qualifications to be a resident alien working in Kuwait such as a criminal records background check, a medical examination, and the provision of important information including fingerprints. This application process is required to be performed before the foreign national enters Kuwait. If MOSAL approves a Kuwaiti company's application to employ a foreign worker, the necessary Visa 18, Work Authorization, and Civil Identification number are issued to the Kuwait company and the foreign national is then authorized to travel to Kuwait to work as an employee of the Kuwaiti-owned company.

166. It is illegal for a foreign national to enter Kuwait for the purpose of employment in Kuwait without having first obtained permission from the Kuwaiti government to live and work in Kuwait.

167. ManTech knew it was illegal for its workforce to be in Kuwait without proper immigration and employment authorization. Early in ManTech's deployment to Kuwait, ManTech's Division Vice President for Ground Systems Operations Division, the division that includes the MRAP contract, lamented that she had 46 employees illegally in present in Kuwait, a

fact that the "Government will notice . . . soon."

168. ManTech knew that it was illegal for members of its work force to remain in Kuwait after the expiration of a temporary entry visa such as a "tourist" or a "commercial" visa (issued to professionals for the purpose of transacting business, but not for the purpose of being employed in Kuwait).

169. In order for its employees to have current tourist visas, ManTech forced its employees to engage in "visa runs" (otherwise known as "turn and burns") wherein its U.S. citizen workers were forced to fly out of Kuwait to a third country, usually Bahrain, turn around and fly back into Kuwait so that a fresh entry stamp could be made in that employee's passport.

170. ManTech was also aware that it was illegal for a person leaving Kuwait to reenter without waiting forty-eight hours prior to attempting reentry.

171. ManTech was explicitly warned that it was illegal for members of its workforce to work in Kuwait on tourist visas. Specifically, on December 2, 2012, ManTech Program Manager Muge Cody ("Cody") received an email from Keith D. Hunter, a ManTech MRAP Shop Manager who informed Cody "Last evening I received a phone call from a guy at the ministry saying we were not in compliance with Kuwait government rules because working in Kuwait on tourist visa's (sic) is illegal . . . this guy threatened me with jail time . . . The bottom line is this contract means allot (sic) to me and other (sic) who are employed here and problems like this is not good for the long-term effort." Cody summarily dismissed Mr. Hunter's concerns in an email she copied to ManTech Business Unit President Kevin Cody (the husband of Muge Cody), ManTech Assistant Executive Director for MRAP FOV Program Scott Campbell, and ManTech Senior Maintenance Supervisor Brian Earhart.

172. On December 4, 2012, Muge and Kevin Cody received an email from Neeto Sahni,

the owner of Neeto International Logistics & Gen. Trading Co., wherein Mr. Sahni warned them "a large number of ManTech employees that are working at the [K]MSF building in Mina Abdullah on a Visa 14 which is a tourist visa. As per Ministry of Labor this is not allowed, and any person found to be working without a valid Visa 18 or document stating that Visa 18 has been processed will face consequences as per Labor Law."

173. ManTech also knew that it was putting its employees in jeopardy of arrest and deportation when it demanded that the turn around and reenter Kuwait immediately after arriving in Bahrain. Notwithstanding warnings that ManTech received about having their employees immediately reenter Kuwait from Bahrain, ManTech continued to demand such turn around because ManTech would not pay for the cost of an overnight hotel in Bahrain.

174. ManTech was ruthless in its policy of forcing its employees to engage in turn and burns. On January 6, 2013, six ManTech employees (Chester Rodriguez, Randy Bennett, Gregory Fuller, Julian Poe, Edward Broeder, and Timothy Jennings) refused to participate in a turn and burn to Bahrain and back. Upon learning that these employees' "failure to obey the directions given to them by their Theater Lead," these employees were immediately terminated (with the consent of ManTech senior management), flown immediately back to the United States, and charged for the unused ticket to Bahrain that was purchased in their name.

175. On November 26, 2012, ManTech writing in the name of Kevin Craft, United States Army Joint Program Office (FWD), Mine Resistance Ambush Protected Vehicles, Kuwait (hereinafter "JPO") on ManTech letterhead, wrote to the Assistant Undersecretary, Labor Affairs of MOSAL. The correspondence is captioned: "Confirmation of Millbrook as Subcontractor to ManTech Telecommunications and Information Systems Corporation under Subcontract #GSSV020104. In this letter, ManTech, through JPO, claims "Millbrook is required to provide

approximately 250 American Nationals to support subject prime contract thru (sic) December 2013." This claim to MOSAL was false. Millbrook did not supply any American nationals. The American Nationals were already supplied by ManTech and were never employees of Millbrook.

176. On December 3, 2012, Contracting Officer Loretta Bursey, Department of the Army, U.S. Contracting Command – Warren wrote to Kristy Leavitt, Contracts Senior Manager for ManTech. Referencing Contract W56HZV-12-C-0127 and ManTech's pledge to schedule its employees ten hours a day, seven days a week, Contracting Officer Bursey asked, "[C]an you please detail how ManTech is complying with the Kuwait Labor Law? Based on the 2010 law, and with limited exceptions, the Kuwait Labor Law requires an individual to work an eight-hour day, six days a week." This question set off a flurry of activity in ManTech's senior management.

177. On December 10, 2012, Richard Fisne, Vice President, Contracts, ManTech answered the question posed of Ms. Leavitt by Bursey. The letter made a variety of claims, all of them false. Specifically, the letter claimed that ManTech "has engaged Kuwait legal counsel from Salman Duaij Al-Sabah Law Office to ensure our compliance with Labor Laws in the Country of Kuwait." There is no evidence that ManTech ever retained this law firm. Mr. Finse also stated that, based on the legal advice received, Kuwait's labor law "applies solely to Kuwaiti companies and employees working in Kuwait." This claim, while facially true, was substantively false because it failed to disclose that, through ManTech's contractual relationship with Millbrook, all of ManTech's workers would – in the eyes of the Kuwaiti government (based on the misrepresentations by Millbrook) – be considered Millbrook's employees who would, indeed, be covered by Kuwait's labor laws. Mr. Fisne then stated, "Our legal counsel and labor law sponsor have also advised and confirmed that it is standard practice to have extended hours and/or extended work schedules based on specific requirements. 'Employment is commonly conditioned on the

foreign laborers accepting the terms of the employment contract for their additional days of employment without providing overtime payments.'" This statement, applied to the question asked, is also false. It is false because it suggests a nuanced interpretation of Kuwait's Private Sector Labor Law. However, there could be no nuanced interpretation of Kuwait's labor laws to the question asked because none of ManTech's employees working at the KMSF were legally present in Kuwait, none had been granted residency visas, and none were permitted to work at all. The only application of Kuwait's laws, on December 10, 2012 was to have ManTech's entire KMSF workforce arrested and deported.

178. On December 12, 2012, Mr. Sahni followed up with another email warning to Muge and Kevin Cody stating, "ManTech has put their employees at risk for working illegally on tourist Visa. Is ManTech ready to continue risking its employees working without visa 18 on tourist visa and risk them on random checking by Ministry for illegal workers?" Cody forwarded the email to ManTech Procurement Manager Kathryn Romance, ManTech Procurement Manager Joy O'Brien, Scott Campbell, and Kevin Cody with the instruction "Don't share this with personnel."

179. To conceal that its employees were working illegally in Kuwait, ManTech entered into an agreement with Millbrook International Services, LTD (dba in Kuwait as "Millbrook Kuwait"; hereinafter referred to as "Millbrook"), a company that was, at least on papers submitted to the Kuwait Government, owned by a Kuwaiti national.

180. Under the terms of this agreement (innocuously called a "sponsorship"), Millbrook agreed to deliberately misrepresent to the United States and Kuwaiti governments that the U.S. citizens (and other foreign nationals) who were working at the KMSF were Millbrook's own employees.

181. In furtherance of this scheme to misrepresent its employees as employees of a

Kuwaiti-national owned company, on December 20, 2012, ManTech Subcontract Manager Kathy Romance sent a letter to the United States through the U.S. Army Host Nations Affairs in Kuwait ("HNA") that stated,

> This is to confirm that Millbrook Kuwait, a company registered to conduct business in Kuwait, has been subcontracted by ManTech Telecommunications and Information Systems Corporation to provide labor (AN), in support of referenced prime contract (W56HZV-12-0127), under subcontract CSSV020104 . . . Millbrook is required to provide approximately 250 American Nationals to support subject prime contract thru (sic) 31 December 2013 and with potential option periods thru (sic) 30 June 2013. Millbrook Kuwait is considered by ManTech as a responsible subcontractor, pursuant to both United States Acquisition Regulations (FAR) and supplements thereto, including Kuwaiti laws.

182. ManTech sent another letter to HNA, on January 3, 2013, that stated, "This is to confirm that Millbrook Kuwait commits to bringing the first months proof of payroll to the Host Nations office upon opening the labor file." This statement was false because, as ManTech knew, the mechanics working for it on Contract W56HZV-12-0127 had not been paid by Millbrook, were not being paid by Millbrook, and would not be paid by Millbrook.

183. In reliance of the truth of the claims made by ManTech (claims that were false), JPO wrote a memo to HNA, also on January 3, 2013, stating "This is to confirm that Millbrook Kuwait commits to bringing the first months (sic) proof of payroll to the Host Nations office upon opening a labor file." ManTech was aware that one part of the United States military was passing along ManTech's false statement, as if true, to another part of the United States military and did nothing to correct the retransmission of its original false statement.

184. In reliance of the truth of the claims made by ManTech and repeated as true by JPO, HNA wrote to the Kuwait Ministry of Social Affairs on January 8, 2013, to certify that Millbrook Kuwait would be providing 250 personnel for Contract W56HZV-12-C-0127. With the full faith,

credibility, and explicit certification of the United States with respect to *bona fides* of Millbrook supplying 250 of its own personnel to work on Contract W56HZV-12-C-0127, the Kuwaiti government had no reason to further investigate the veracity of representations made by Millbrook to MOSAL regarding "its" employees.

185. On or about January 22, 2013, in reliance of the U.S. Government's certifications and confirmations to the Kuwait Government regarding the *bona fides* of ManTech's representation that it would obtain the labor for the KMSF from Kuwait-national owned Millbrook, the Kuwait Ministry of Social Affairs and Labors opened a labor file to begin processing resident visa, Visa 18, applications submitted by Millbrook on behalf of "its" employees.

186. ManTech and Millbrook undertook other activities to conceal from both the United States and Kuwait governments that ManTech was abusing Kuwait's immigration laws by bringing Relators and more than 200 others into Kuwait into the country illegally and was abusing Kuwait's Private Sector Labor Laws by lying to MOSAL about the identity of the Relators' employer.

187. ManTech and Millbrook entered into an illegal agreement to fake Millbrook salary payments to Relators and the others working for ManTech at the KMSF.

188. In furtherance of the scheme to fake salary payments by Millbrook to "its" employees at the KMSF, ManTech and Millbrook forced Relators and ManTech's other employees at the KMSF to sign blank signature cards that provided Millbrook with authorization to open Kuwait-based depository bank accounts at Burgan Bank in Kuwait. When ManTech employees objected to signing these blank authorizations, ManTech ordered them to do so.

189. After Millbrook secured these signature authorizations, it set up hundreds of bank accounts at Burgan Bank of Kuwait.

190. In furtherance of the scheme to fake salary payments by Millbrook to "its" employees at the KMSF, ManTech agreed to wire funds owed to its employees for *per diem* and cost reimbursement to Millbrook. Using a spreadsheet provided also by ManTech, Millbrook then deposited the funds owed by ManTech to its employees into the Kuwait-based bank accounts Millbrook had opened in these mechanic's' names.

191. ManTech and Millbrook agreed to use cost reimbursements and *per diem* payments owed to the KMSF mechanics as the source of funds to fake Millbrook's salary payments to these persons in order to conceal this scheme from the United States.

192. This scheme (wherein ManTech would use its employee's own money, launder that money into Millbrook's bank account in London, UK so that Millbrook could withdraw that money in Kuwait to fake salary payments to deceive the governments of the United States and Kuwait regarding the true identity of the mechanics' employer) was approved by ManTech Senior Vice President for Strategy Michael Brogan specifically to avoid detection by the United States. On May 1, 2013, he instructed ManTech's Kuwait-based management to follow through with this scheme because it had the benefit of helping ManTech in several ways, including:

> [W]e do not have to "loan" Millbrook money they cycle in and out of the Kuwait bank and return to us at the end of the effort; we do not have to try to invoice the Government the amount we "loan" Millbrook to recognize revenue and then adjust that amount back out at the end of the POP; we retain relative high ground and avoid criticism with respect to complying with Kuwaiti law; and we do not have to modify our subcontract with "interesting" language that could draw unwanted scrutiny from DCMA.

193. This money laundering scheme collapsed when ManTech employees could not access the cost and *per diem* reimbursements that they were expected to withdraw from the Kuwait bank accounts that Millbrook had established in their name.

194. Upon the collapse of the ManTech/Millbrook scheme for using *per diem* and cost

reimbursements as the source of cash to launder money into Kuwait, ManTech made direct payments to Millbrook's UK bank accounts for the purpose of Millbrook withdrawing those funds in Kuwait to fake salary payments into the Burgan Bank accounts set up in the names of the ManTech employees. On information and belief, ManTech used "interesting" contract language in order to bill the cost of these payments to the United States.

195. ManTech and Millbrook also collaborated in having fraudulently issued Civil Identification cards issued to the ManTech employees at the KMSF. Specifically, the Kuwaiti government granted visas for Kuwaiti residency, Visa 18s, to the ManTech employees working at the KMSF. The Kuwaiti government issued these resident visas on the false claim that these mechanics worked for a Kuwaiti-national owned company. In truth, they did not. In further reliance on ManTech and Millbrook's (false) claim that Relators and the others working at the KMSF were Millbrook's employees, the Kuwaiti government issued identification cards, (Civil ID).

196. The receipt of Kuwait-government issued Civil IDs, which had been issued in reliance on ManTech and Millbrook's (false) claims that the KMSF personnel were Millbrook's employees, made it more difficult for the United States and Kuwait to detect that ManTech was illegally trafficking personnel into Kuwait in an abuse of Kuwait's immigration and labor laws.

197. The deceit that ManTech and Millbrook perpetrated with the Kuwait's MOSAL was successful. Beginning in April 2013, MOSAL began issuing resident visas (Visa 18s) for the personnel who Millbrook had represented to MOSAL as its own. In all, approximately 100 of ManTech's employees at the KMSF were issued fraudulent Visa 18s.

198. None of the KMSF ever received any of the benefits and protections of Kuwait's labor laws. Nearly simultaneous with delivering the Visa 18s to ManTech's employees, Millbrook

demanded that those to whom it provided Visa 18s to sign a letter written in Arabic (with no English language translation). By this letter, (a translation of which was received by ManTech's management when it was discovered that Millbrook had demanded that its employees sign the letter), the Visa 18 recipients were required to pledge that she or he had been employed by Millbrook Kuwait Company and Fawzan United Trading Company (identified as the "Employer"). The letter also required the ManTech employee to certify that she or he had "received from the Employer any and all rights, amounts, dues, salaries, and travel expenses, annual and official leaves, as well as other forms of leave which are applicable by law or payments in lieu of leave, compensation that are due under the employment contract or Kuwaiti law and other rights which may be due to me in relation to my employment with the Employer." Then, the mechanics were required to affirm the statement, "I do hereby expressly declare that I do not have any claims for any rights, amounts, dues, salaries, annual and official leaves, as well as other forms of leave which are applicable by law or payments in lieu of leave, compensations due as per the employment contract or the Kuwaiti law and other rights which may be due to me by the Employer." Finally, the letter required the mechanics to affirm the statement "I hereby expressly, unconditionally, irrevocably release the Employer from any rights, claims or legal proceedings of whatever nature or form, regardless of whether known or unknown to me, and I hereby expressly waive my right, at any time hereafter, to initiate any legal proceeding against the Employer for any matter, kind or nature whatsoever."

199. The initial reaction of the ManTech management at the KMSF was to order ManTech's employees not to sign this letter. Wrote Senior Maintenance Supervisor Brian Earhart to Kathryn Romance, Scott Campbell, and Gaurnieri, "I am not allowing our employees to sign this until Corp. gives it's blessing. When I spoke to Lee in regards to this he tells me that they will

not surrender our passports unless it is signed this is ILLEGAL!!!!" Kathryn Romance agreed with Earhart's assessment, replying and copying Cody and Scott Campbell, "Good Morning – I would not encourage the employee's (sic) to sign this. Its intent lends itself to releasing Millbrook of any responsibility, liability, or accountability."

200. However, after the question of the propriety of the letter was passed up the chain of command to ManTech Senior Vice President for Strategy Michael Brogan. After Brogan had a telephone call with Mark Croll, the head of Millbrook, Brogan passed the order down the chain of command that each and every ManTech employee who received a Visa 18 from Millbrook had to sign this Arabic language letter. These executed letters were collected by Millbrook and later presented to MOSAL as evidence that Millbrook had fully complied with Kuwait's laws. Nothing in these letters was true. Millbrook, with ManTech, had flagrantly abused Kuwait's laws.

201. ManTech told Plaintiffs that it would be responsible, as their employer, for obtaining all of the immigration approvals and work permits needed for them to work in Kuwait. Through such statements, Plaintiffs were led to believe that ManTech would act in accordance with the law in obtaining the necessary immigration approvals and necessary authorizations for Plaintiffs to work in Kuwait.

202. Plaintiffs can confirm this systematic, coordinated, ritualized scheme employed by ManTech to abuse Kuwait's immigration laws.

203. Prior to working for ManTech, Hawkins worked for VSE Corporation ("VSE") and Ranger Land Systems at the KMSF.

204. Both of these companies applied for and obtained Visa 18s for Hawkins to meet the legal requirements for Hawkins to work for them in Kuwait.

205. On or about September 18, 2012, Hawkins became an employee of ManTech.

Unlike VSE and Ranger, ManTech did not complete any paperwork necessary for Hawkins to receive a Visa 18 from the Kuwaiti Government.

206. At ManTech's instruction, Hawkins left Kuwait to participate in ManTech's new-employee training in the U.S. When Hawkins's new-employee training ended, Hawkins returned to Kuwait to continue his work on the MRAPs at the KMSF. Upon his arrival at the Kuwait International Airport, ManTech transported him to Camp Ali Al-Salem, the transit point for Americans arriving in Kuwait. After a day at Camp Ali Al-Salem, ManTech transported him back to the Kuwait International Airport to have his passport stamped with a tourist visa. After it was stamped with a tourist visa, ManTech confiscated Hawkins' passport.

207. During his entire experience working for ManTech at the KMSF, Hawkins repeatedly reminded ManTech management that he needed to have a Visa 18 in order to work legally in Kuwait. The managers he spoke with about it repeated the same line, "we're working on it," so frequently that Hawkins began to think that ManTech had not even started the Visa 18 application process.

208. Despite Hawkins telling ManTech's management directly that he needed a Visa 18 to work legally in Kuwait, ManTech's management ignored him, and repeatedly ordered Hawkins to execute "visa runs."

209. On one such ManTech-ordered "visa run," Hawkins left Kuwait for Bahrain on December 23, 2012. Though Hawkins exited Bahraini immigration control upon his arrival, he was not permitted to reenter Bahraini immigration control when he turned around to board a plane back to Kuwait. He was barred from passing through Bahraini immigration because of a "hold" that had been placed on his passport barring him from reentering Kuwait. Hawkins did not know why a "hold" was placed on his passport barring him from reentry into Kuwait. Hawkins called

ManTech managers in Kuwait to report his detention and request their assistance but they refused. Hawkins requested that ManTech make inquiries with Kuwaiti authorities about why a hold was placed on his reentry. ManTech refused to provide any meaningful assistance.

210. Having traveled to Bahrain with essentially only the clothes on his back (Hawkins had anticipated completing his "visa run" in the course of a single day), he was trapped for approximately three weeks, with no assistance from ManTech. In fact, in the face of the legal peril caused by ManTech's forced visa run, ManTech's Earhart counselled to simply abandon hope of reentering Kuwait and return home, stating "the chances of your getting back in country are slim to none[.]"

211. Given what he has learned about ManTech's immigration practices since this event, Hawkins believes and thus alleges that ManTech provided no assistance to him and made no inquiries with Kuwaiti immigration authorities because to do so risked such Kuwaiti authorities discovering that ManTech was systemically trafficking its full-time mechanic and technician workforce into Kuwait on tourist visas.

212. Upon returning to Kuwait, Hawkins learned that, to explain Hawkins's detention to other ManTech employees, ManTech propagated false information about him. Such information included false statements that Hawkins had been arrested for committing a crime, that his inability to reenter was the consequence of a contentious divorce proceeding, and that he was behind on child-support payments.

213. At ManTech's direction, Hawkins executed another "visa run" on March 27, 2013, whereby he met Millbrook agents at the Kuwait International Airport in the early morning hours in order to obtain his passport, passed through Kuwait exit immigration control, flew to Bahrain, passed through Bahraini entry immigration control, passed through Bahraini exit immigration

control, flew back to Kuwait where his passport was stamped with another six-month tourist visa, met the Millbrook personnel as he exited the airport to surrender his passport, and returned to his living quarters.

214. ManTech managers were so callous toward the safety and well being of the ManTech employees that, after Hawkins returned from his detention in Bahrain but just before he was required by ManTech to execute yet another visa run, ManTech administrator Laura Meehan sent an email to ManTech manager Earhart that stated, "Larry Hawkins is on this (visa) run. . . shall we wish him luck?" Earhart's response: "HAHA yeah tell him to pack an extra bag just in case."

215. The same pattern was repeated on May 5, 2013. Each time this happened Hawkins's dual fears were exacerbated: He was afraid of being arrested for violating Kuwait's labor laws, and deported and barred from ever returning to Kuwait, and he was equally afraid of being fired and suffering the dire economic consequence of ending his employment with ManTech prior to the expiration of the required twenty-four months in Kuwait. Such termination would cause financial to Hawkins and his family from the loss of income, the applicable contractual penalty, and the difficulty he could face in obtaining employment after being fired.

216. Because he lacked a Visa 18 and was not in possession of his own passport, Hawkins lived in fear of arrest. Hawkins was aware that foreign nationals were subject to arrest and mistreatment by Kuwaiti authorities for violating its immigration laws. Hawkins was particularly fearful that the Kuwait law enforcement authorities would spot-check the ManTech worksite for immigration compliance. The ManTech workforce constantly talked about and lived in fear of mass arrest.

217. Prior to working for ManTech, Hayes worked for subcontractors VSE and Ranger

when SAIC was the prime contractor on MRAP maintenance and repair.

218. VSE and Ranger obtained a Visa 18 for Hayes to ensure that he could work there legally.

219. When SAIC was replaced by ManTech as the prime contractor, Ranger was terminated, and Ranger, in turn, terminated Hayes's Visa 18.

220. Acting on ManTech's invitation to SAIC's subcontract employees to reapply for their jobs, Hayes did so and was successful. At ManTech's instruction, Hayes returned to the United States for training.

221. When Hayes's training ended, he returned to Kuwait at ManTech's instruction to continue to work on MRAPs at the KMSF.

222. To Hayes's knowledge, ManTech never obtained a Visa 18 for Hayes. Instead, ManTech instructed him to engage in repeated "visa runs" to Bahrain to have his tourist visa repeatedly renewed.

223. Hayes, in the company of approximately five to eight other ManTech employees, embarked, as ordered by ManTech manager Bud Delano, on a "visa run" on or about February 5, 2013.

224. In the spring of 2013, Hayes informed his ManTech managers that his tourist visa had expired. ManTech took no action, even though he was now in the country illegally. When he voiced his concern that he could be arrested and deported, ManTech instructed him that if he was concerned that he would be arrested he should confine himself to his apartment when he was not working.

225. Just prior to May 16, 2013, ManTech again ordered Hayes to embark on another "visa run," following the same procedure as before.

226. Prior to working for ManTech, Sawyer was employed by VSE which was a subcontractor to ManTech's predecessor SAIC on the MRAP contract.

227. While employed by VSE, Sawyer had a Visa 18 that VSE had obtained for him through its Kuwaiti sponsor.

228. When ManTech took over the contract, ManTech invited employees of SAIC's subcontractors to reapply for their prior jobs. Sawyer did so.

229. ManTech did not prepare the paperwork that Sawyer remembered that VSE had prepared for Sawyer for obtaining a Visa 18.

230. Sawyer surrendered his passport to ManTech because ManTech told him it needed his passport to apply for a Visa 18 in his name.

231. Though Sawyer could cancel his VSE Visa 18 on his own, he could not obtain a new Visa 18 in the name of ManTech on his own. He required the involvement and cooperation of his new employer, ManTech. At the start of his employment with ManTech and at each opportunity that arose to discuss his immigration status, Sawyer repeatedly told ManTech that it had to apply for and obtain a Visa 18 in his name.

232. Sawyer asked ManTech when he would get his Visa 18. ManTech was non-committal. ManTech told him that obtaining visas for him and his fellow employees was not a priority for the company. This was evident to Sawyer because ManTech seemed to have no process in place and no personnel in place to obtain Visa 18s.

233. On March 30, 2013, ManTech instructed Sawyer, still without a Visa 18, to execute a "visa run."

234. Sawyer told his ManTech managers that he and his fellow employees were at risk of arrest for doing a "visa run." ManTech ignored this warning and ordered Sawyer and the others

in the group to proceed with the one-day "turn and burn" as scheduled or be fired.

235. Sawyer and the others were subject to arrest for not remaining outside of Kuwait for a minimum 72-hours prior to reentry, as required under Kuwaiti law. However, they were under orders from ManTech to return immediately so that they could get back to work at the KMSF immediately and were forced to risk arrest in order to report for work at the time demanded by ManTech.

236. From November 22, 2012 to May 30, 2013, Sawyer worked in Kuwait without a Visa 18.

237. To Locklear's knowledge, ManTech never obtained a Visa 18 for him despite confiscating and holding his passport.

238. Instead of obtaining a Visa 18 for him, ManTech repeatedly ordered Locklear to engage in "visa runs."

239. Nelson left for Kuwait on November 9, 2012, after completion of U.S. training. ManTech did not provide him with any information about the requirements for working legally in Kuwait. ManTech did not, for example, tell Nelson that it was illegal to work in Kuwait when in-country only on a tourist visa.

240. Upon Nelson's arrival in Kuwait, ManTech confiscated his passport.

241. To Locklear's knowledge ManTech had not obtained a Visa 18 for Nelson, a prerequisite for Nelson to work legally there.

242. The flight that transported Nelson to Kuwait carried approximately twenty other new ManTech employees. To his knowledge, none of them knew that it would be illegal for them to work in Kuwait without a Visa 18.

243. Once he was in Kuwait, Nelson met Americans who were employed by ITT and

General Dynamics. Nelson learned from these Americans that expatriates, such as he, could work in Kuwait only if they had a Visa 18. His friends at those companies had all obtained Visa 18s before going to Kuwait.

244. Nelson lived in fear that he would be arrested and deported. Particularly unnerving was the fact that, because he had no passport, he lacked the ability to immediately prove his U.S. citizenship in a time of crisis. Thus, in that event, he not only lacked the legal authority to be in Kuwait, he also lacked the ability to take shelter, as a U.S. citizen, on a U.S. military facility.

245. On or about April 28, 2013, ManTech management ordered Nelson and a group of other ManTech employees whose temporary visas were about to expire to execute a "visa run."

246. Millbrook held additional power over Plaintiffs and their coworkers. If any employee of ManTech who had been issued a Millbrook "sponsored" Visa 18 failed to report to work, Millbrook could report to the Kuwaiti authorities that such employee had "absconded" from the workplace, a criminal violation in Kuwait. Upon the filing of such charges, Kuwaiti authorities would issue an arrest warrant for that person. As Kuwait is a member of the Gulf Cooperation Council ("GCC"), arrest warrants issued by Kuwait would be enforced by immigration and law enforcement personnel in the United Arab Emirates, Bahrain, Saudi Arabia, Oman, and Qatar. Once an absconding charge was issued by authorities in Kuwait, Plaintiffs or other ManTech's employees who held Millbrook-sponsored Visa 18s and who departed from Kuwait without ManTech's authorization (or who do not return from an approved leave) would be deemed criminals in these other GCC countries, denied entry, and/or be subject to arrest. Plaintiffs knew that leaving ManTech, leaving the KMSF without the approval of ManTech, or failing to return to the KMSF from a "visa run" or any other reason could result in legal complications including arrest.

Plaintiffs Were Damaged by Violations of the TVPRA

Plaintiffs were Denied the Protection of U.S. Law and Were Exposed to Illegal Levels of Toxic Poison

247. ManTech used intimidation and coercion to keep its employees in constant fear of being terminated and deported. The work conditions were horrific. The air was putrid and thick with suffocating smoke and fumes from a variety of sources.

248. The Army's MRAPs are coated with Chemical Agent Resistant Coating ("CARC paint"). CARC paint is a coating system routinely used on military vehicles to make metal surfaces highly resistant to corrosion and penetration of chemical agents encountered in chemical weapons attacks.

249. CARC paint contains isocyanate (HDI).1F4 The CDC identifies the following about HDI:

> Isocyanates are a family of highly reactive, low molecular weight chemicals. They are widely used in the manufacture of flexible and rigid foams, fibers, coatings such as paints and varnishes, and elastomers, and are increasingly used in the automobile industry, autobody repair, and building insulation materials. Spray-on polyurethane products containing isocyanates have been developed for a wide range of retail, commercial, and industrial uses to protect cement, wood, fiberglass, steel and aluminum, including protective coatings for truck beds, trailers, boats, foundations, and decks.
>
> Isocyanates are powerful irritants to the mucous membranes of the eyes and gastrointestinal and respiratory tracts. Direct skin contact can also cause marked inflammation. Isocyanates can also sensitize workers, making them subject to severe asthma attacks if they are exposed again. There is evidence that both respiratory and dermal exposures can lead to sensitization. Death from severe asthma in some sensitized subjects has been reported. Workers potentially exposed to isocyanates who experience persistent or recurring eye irritation, nasal congestion, dry or sore throat, cold-like symptoms, cough, shortness of breath, wheezing, or chest tightness should see a physician knowledgeable in work-related health problems.
>
> Preventing exposure to isocyanates is a critical step in eliminating the health hazard. Engineering controls such as closed systems and ventilation should be the principal method

[4] Chemical Agent Resistant Coating (CARC) Technical Data Sheet, available at http://integument.com/wp-content/uploads/CARC_TechnicalDataSheet.pdf (last visited May 21, 2018).

> for minimizing isocyanate exposure in the workplace. Other controls, such as worker isolation and use of personal protective equipment such as respirators and personal protective clothing to prevent dermal exposures may also be necessary. Early recognition of sensitization and prompt and strict elimination of exposures is essential to reduce the risk of long-term or permanent respiratory problems for workers who have become sensitized.[5]

250. Isocyanate/HDI is highly irritating to skin and the respiratory system. Heavy exposure to it can lead to itching and reddening skin, burning sensations in the nose and throat, and watering of the eyes. With extreme exposure, HDI can cause a cough, shortness of breath, pain during respiration, increased sputum production, and tightening of the chest.

251. Additionally, inhaling high concentrations of solvents contained in CARC can cause coughing, shortness of breath, watery eyes, and respiratory problems, including asthma.

252. During the drying process, CARC can also release toluene diisocynate ("TDI"). Burning, grinding or welding CARC paint also releases TDI.

253. Exposure to HDI and TDI can result in a multitude of adverse health effects. The adverse health effects of TDI exposure include acute airway irritation and sensitization ("isocyanate asthma"). Exposure to TDI can also cause kidney damage.

254. Occupational asthma related to isocyanate exposure can develop in individuals with no prior history of asthma and can sometimes be followed by more generalized hyperreactivity to other irritants.

255. Occupational safety best practices thus dictate that CARC-coated materials should never be cut or welded, and CARC-coated materials should not be grinded or sanded without high-efficiency air purifying respirators in use.

256. Given the serious health hazards associated with working with CARC paint, it was

[5] The National Institute for Occupational Safety and Health (NIOSH), "Isocynantes," available at https://www.cdc.gov/niosh/topics/isocyanates/default.html (last visited May 21, 2018).

and is incumbent upon ManTech to provide workers with suitable and safe work conditions in which workers can avoid the risk of being exposed to or inhaling CARC fumes, particles, or other by-products.

257. As an Army contractor, ManTech was obligated to follow Department of Defense and Army legal mandates with respect to servicing CARC coated vehicles.

258. U.S. Army Technical Bulletin 43-0242, WD CARC Spot Painting, Department of the Army, 3 Dec 2007, asserts bluntly at 7-1: "Welding is Out. Never weld or use a cutting torch on CARC – or WD CARC-painted material. Welding or cutting painted surfaces releases toxic gases, vapors and metal fumes."

259. The air at the KMSF was polluted with the smoke of burning CARC paint caused by arc-welding of MRAP vehicles, grinding of CARC paint and metal by sanders, the release of fossil fuels from engine exhaust, fumes released from petroleum products, and other toxins released by the employees' abrasive work on the MRAP vehicles.

260. When ManTech employed Plaintiffs at the KMSF, the air became dramatically worse. The KMSF stopped running ventilation fans designed to remove toxic smoke and fumes caused by the welding and grinding of MRAP surfaces. ManTech told Plaintiffs that the ventilators were stopped because they were making too much noise and endangered Plaintiffs' hearing. ManTech's suggestion that it could not maintain adequate ventilation and run ventilator fans without jeopardizing workers' hearing was disingenuous.

261. ManTech ignored Plaintiffs and other ManTech employees' frequent and repeated complaints about the thick, caustic, smoke that gathered within the facility. Each day, an ever-increasing black cloud of toxic smoke filled with caustic chemicals gathered within the KMSF because the ventilators had been turned off. Locklear and his fellow employees were forced to go

out into the searing heat during breaks simply to get fresh air.

262. In response to the complaints about the poor air quality and in rejecting requests to restart the ventilator fans, ManTech instructed its employees to keep the bays doors of the warehouse open. However, this was not a realistic solution as the outside temperature in Kuwait was frequently 120 degrees Fahrenheit.

263. Another significant difference in the health and safety conditions at the KMSF between when SAIC directly administered the MRAP contract and when ManTech held the contract was the availability of respirators. Despite many requests from Plaintiffs and other employees at the KMSF, ManTech refused to provide respirators and even refused to provide fresh, clean filters for use with the respirators.

264. When Plaintiffs and other ManTech employees complained about the lack of respirators to filter the smoke-filled air, ManTech threatened to fire them. In fear of suffering the dire economic consequence of ending his employment with ManTech prior to the expiration of the required twenty-four months in Kuwait, the financial loss that would be realized by Plaintiffs and their families from the loss of income (and the applicable penalty), and the difficulty they might face in obtaining employment after being terminated by ManTech, Plaintiffs were coerced into silence regarding their working conditions.

265. In sum, the smoke-filled work areas at the ManTech facility had little or no ventilation, and as a result, the working conditions for Plaintiffs and the other mechanics were horrific. Smoke and particulate matter were discharged from multiple sources, including arc-welding of CARC paint-coated MRAP vehicle bodies, exhaust from running vehicle engines, dust from the grinding down of CARC paint and metallic parts, and other sources of toxicity. Toward the end of each workday, smoke filled the work area so densely that Plaintiffs could not see from

one side of the facility to the other.

266. Plaintiffs and other ManTech employees experienced immediate and long-term ill-health effects from their exposure to toxic pollution at the KMSF that continue to this day. All Plaintiffs experienced headaches, respiratory distress, sinus congestion, mucus expectoration, and burning in their eyes and throat during the time that they worked at the KMSF. Some Plaintiffs experienced chronic, daily nosebleeds as a consequence of working in the KMSF during ManTech's control of the facility.

267. Plaintiffs and other former ManTech employees continue to experience chronic respiratory and sinus illness since working at the KMSF when ManTech controlled the facility. Furthermore, Plaintiffs and other workers may experience other more serious ailments that are associated with long-term exposure to CARC and CARC solvents.

268. Plaintiffs did not want to work under the inhumane and arduous conditions to which they were subjected by ManTech, but reasonably believed that they had no choice, due to ManTech's control over their lives, as manifested, inter alia, by ManTech's confiscation of their passports, ManTech's refusal to obtain legal authorization (Visa 18, employment authorization, and Ministry of Labor identifications) necessary for them to live without constant fear of arrest, the power that ManTech had to report them to Kuwaiti authorities as having "absconded" if they did not report to work, and ManTech's threat of severe financial penalties were Plaintiffs to leave their employment prior to the expiration of the twenty-four months required of their contract.

Plaintiffs Were Damaged by ManTech's TVPRA Violations by Being Victims of Wage Theft

269. KPSLL Article 64 of the State of Kuwait Labor Law states: "it is forbidden to allow workers to work for more than 48 hours per week or 8 hours a day, except in such events as are specified in this Law." Moreover, "[w]orking hours during the holy month of Ramadan shall be equal to 36 hours per week." Id.

270. KPSLL Article 66 provides when a laborer is required to work in excess of forty-eight (48) hours per week, the laborer has the "right to obtain a wage against the overtime hours in a rate which is more than his ordinary rate in a similar period by 25%." The KPSLL makes clear that, "[t]he additional working hours shall not be more than two hours per day and in a maximum number of one hundred eighty (180) hours per year. Also, the additional work periods shall not exceed three days a week and ninety days per year." Id.

271. Per KPSLL Article 68, "The official holidays granted to a laborer with full pay are: a) Hijiri New Year Day - One day; b) Ascension (lsra & Miraj) Day -One day; c) Eid Al Fitr (Lesser Bairam) -Three days; d) Waqfat Arafat Day - One day; e) Eid Al Adha Greater Bairam - Three days; f) Prophet Birthday - One day; g) National Day (25th February) - One day; h) Liberation Day (26th February) - One day; i) New Gregorian Year - One day." Further, Article 68 states, "If the work circumstances require keeping any laborer in work on any of the official holidays, he shall be paid a double wage together with an alternative compensation day." Plaintiffs were further damaged by ManTech by being the victims of wage theft.

272. Had Plaintiffs Sawyer, Hayes, Locklear, Nelson, and Hawkins worked legally in Kuwait, as required under the Kuwait Private Sector Labor Law and consistent with the requirements of Kuwait's immigration laws and the necessity of a Visa 18, they would have been entitled to the overtime wages and other benefits mandated by the laws of Kuwait.

273. During the time they were employed by ManTech, Plaintiffs' average day consisted of waking up 4:00 a.m. to be picked up by a ManTech bus from the ManTech-provided apartment at 5:00 a.m. The ManTech work facility was approximately an hour drive away. After signing in at the KMSF, Plaintiffs started work at 7:00 a.m. Plaintiffs were provided a fifteen-minute break at 9:15 a.m. Plaintiffs were provided a one-hour break from 11:30-12:30 – a time that Plaintiffs and most employees would try to venture outside of the KMSF facility in order to obtain fresh air. Frequently, however, the outside desert conditions were too severe to venture outside, and Plaintiffs were forced to take their lunch break within the toxic fume/smoke-filled FMSF facility. Nonetheless, at times the interior pollution was so painful and suffocating that Plaintiffs ventured into the blistering heat just to breathe somewhat normally. Plaintiffs were provided another fifteen-minute break at 3:00 p.m. Their workday ended at 6:00 p.m. After checking out and boarding the ManTech bus back to their ManTech-provided apartment, Plaintiffs were in their own living quarters at 7:30 p.m. They had virtually no personal freedom except to work, shower, relieve themselves, and go to bed to be ready to rise again at 4:00 a.m. Plaintiffs were provided one day off per week.

274. Plaintiffs worked 72 hours a week in Kuwait-- 24 hours beyond the Kuwaiti maximum of 48 hours per week (and 32 hours beyond the maximum established by the United States Fair Labor Standards Act, which did not cover them in Kuwait).

275. By forcing Plaintiffs to work without the protection of any country's laws, ManTech engaged in flagrant wage theft. By way of example, Hayes worked 23 weeks in Kuwait at a rate of $19.67 per hour, and 7 weeks at $19.98 per hour. Under the Kuwait Private Sector Labor Law, ManTech owes him approximately $2,714.46 (24 hours x 23 weeks x 19.67 per hour x .25 (additional overtime rate)); plus $839.16 (24 x 7 x 19.98 x .25, or $209.79) for an estimated

total overtime compensation of $3,553.62. Under U.S. law, ManTech owed Hayes approximately $7,338.56 (calculated as 32 hours x 23 weeks x 19.67 per hour x .50 (additional overtime rate)); plus $2,237.76 (32 hours x 7 weeks x 19.98 x .50) for an estimated total compensation of working overtime of $9,576.02.

276. By way of example, Locklear worked 26 weeks in Kuwait. He was also required to work a 72-hour work week. Using his pay of $19.56 as the rate to calculate his missing overtime wages, Locklear was entitled to additional pay at the Kuwaiti rate of 24 hours x $19.56 x .25 x 26 weeks, or $3,051.36. At a rate compensable under U.S. law, Locklear was entitled to 32 hours x $19.56 x .50 x 26 weeks or $3,976.02.

277. By way of example, during his 1st week in Kuwait, Nelson worked 80 hours. Accordingly, for the overtime worked that week, under the Kuwait Private Sector Labor Law, Nelson was owed $144.00 ($16.00 x .25 x 36 hours) (under the Fair Labor Standards Act, he would have been paid $320.00 ($16.00 x .50 x 40 hours)). During his 2nd week of work in Kuwait, Nelson worked 60 hours. Under Kuwaiti law he was owed $112.00 ($16.00 x .25. x 28 hours) (under the Fair Labor Standards Act, he would have been owed $256.00 ($16.00 x .50 x 32 hours)). During the 3rd-12th weeks of his work in Kuwait, Nelson was required to work 72 hours each week. Under Kuwaiti law, he was owed $1,120.00 ($16.00 x .25 x 28 hours x 10 weeks) (under U.S. law, $2,560.00 ($16.00 x .50 x 32 hours x 10 weeks)). In addition, in weeks 16 through 20 Nelson was forced to work 72 hours each week. Under Kuwaiti law, he was owed $448.00 ($16.00 x .25 x 28 hours x 4 weeks) (under U.S. law, $1,024.00 ($16.00 x .50 x 32 hours x 4 weeks)). In week 21, Mr. Nelson's pay was raised to $16.26 per hour. Yet he was still required to work 72 hours for weeks 21 through week 28. Thus, under Kuwaiti law he is owed $796.74 (16.26 x .25 x 28 hours x 7 weeks) (under U.S. law he is owed $1,821.12 ($16.26 x .5 x 32 hours x 7 weeks)). In

week 29, Nelson was required to work 64 hours. Under Kuwaiti law he was owed $112.00 ($16.26 x .25 x 20 hours) (under U.S. law $195.12 ($16.26 x .50 x 24 hours)).

278. Through ManTech's abuse, Plaintiffs lacked the protection of any country's laws. They were entitled to the protections of some nation's wage and hour laws yet having left the United States, they were not longer covered by the McNamara-O'Hara Service Contract Act which was generally applicable to the Contract. The Contract, pp. 53, 339, 345, 388. Yet, having brought Plaintiffs into Kuwait illegally and without the recognition and rights afforded to them as residents of Kuwait, Plaintiffs were denied any rights under the Kuwait Private Sector Labor Law. Thus, Plaintiffs were denied the compensation and benefits of U.S. law and Kuwait law, both.

279. Plaintiffs could not advocate for their rights to fair wages because they lived in fear of arrest for lack of U.S. passports, proper immigration papers, and a proper work authorization. Plaintiffs were acutely aware of the fate of Americans who, when arrested by Kuwaiti police for immigration violations, were forced into shared, overcrowded jail cells; with inadequate food; poor sanitation; and physical, verbal, and psychological abuse. Moreover, Plaintiffs knew that, if arrested, they would be subject to summary deportation, and a consequent lifetime ban on reentering Kuwait or any other Gulf-Cooperation Council country. Plaintiffs also feared the consequences of being fired by ManTech, including the financial penalty for termination prior to completing 24-months of service.

280. Pursuant to 18 U.S.C. §1593(a), the Court shall enter an order of restitution for each and all of the TVPRA offenses described above.

281. Pursuant to 18 U.S.C. §1593(b)(1), such an order of restitution shall direct the Defendant to pay the victim the full amount of the victim's losses including any costs incurred by the victim for medical services relating to physical, psychiatric, or psychological care; physical

and occupational therapy or rehabilitation; necessary transportation, temporary housing, and child care expenses; lost income; attorneys' fees, as well as other costs incurred; and any other losses suffered by the victim as a proximate result of the offense.

282. Under 18 U.S.C. §1593(b)(1), the order of restitution shall also include the greater of the gross income or value to the Defendant of the victim's services including the offender's ill-gotten gains.

COUNT V
Violations of the False Claims Act with Respect to Compliance with The Trafficking Victims Protection Reauthorization Act Pursuant to 31 U.S.C. §§ 3729(a)(1)(A), 3729(a)(1)(B) or Implied False Claim

283. The allegations in Paragraphs 1-21 and 143-324 are incorporated in this count by reference as though fully stated herein.

Compliance with TVPRA was a Material Condition for Payment Under the Contract

284. Public Law 108-193, the "Trafficking Victims Protection Reauthorization Act of 2003" (Dec. 19, 2003), gave the Government the authority to terminate grants, contracts, or cooperative agreements for Trafficking-In-Persons-related violations. It established:

> The President shall ensure that any grant, contract, or cooperative agreement provided or entered into by a Federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition that authorizes the department or agency to terminate the grant, contract, or cooperative agreement, without penalty, if the grantee or any subgrantee, or the contractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. 22 U.S.C. §7104g [2009].

285. In 2006, the U.S. Civilian Agency Acquisition Council and the U.S. Defense Acquisition Council agreed on an interim rule implementing the above stated requirement, adding Federal Acquisition Regulation Subpart 22.17, "Combating Trafficking in Persons." The

regulation stated that the "subpart applies to all acquisitions," and paragraph 22.1705, "contract clause" states: (a) Insert the clause at 52.222-50, Combating Trafficking in Persons, in all solicitations and contracts. (b) Use the basic clause with its Alternate I when the contract will be performed outside the United States (as defined at 25.003) and the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons (such as general orders or military listings of "off-limits" local establishments) that apply to contractor employees at the contract place of performance.

286. The DoD Inspector General mandate for this evaluation was contained in Public Law 110-457, "William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008," December 23, 2008. Subtitle D, section 232, which required the Inspector General, for fiscal years 2010 through 2012, to: "…investigate a sample of … contracts, or subcontracts at any tier, under which there is a heightened risk that a contractor may engage, knowingly or unknowingly, in acts related to trafficking in persons, such as: (A) confiscation of an employee's passport; (B) restriction on an employee's mobility; (C) abrupt or evasive repatriation of an employee; (D) deception of an employee regarding the work destination; or (E) acts otherwise described in section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104)."

287. Section 232 of Public Law 110-457 required a report to Congress no later than January 15 of each year: (A) summarizing the findings of the investigations conducted in the previous year, including any findings regarding trafficking in persons or any improvements needed to prevent trafficking in persons; and (B) in the case of any contractor or subcontractor with regard to which the Inspector General has found substantial evidence of trafficking in persons, report as to— (i) whether or not the case has been referred for prosecution; and (ii) whether or not the case has been treated in accordance with section 106(g) of the Trafficking Victims Protection Act of

2000 (22 U.S.C. 7104) (relating to termination of certain grants, contracts and cooperative agreements).

288. In compliance with this Congressional mandate, the Inspector General of the Department of Defense reviewed over 360 Department of Defense contracts for compliance with the "Trafficking Victims Protection Act of 2000," title 22, United States Code, chapter 78 (as amended).

289. On January 18, 2011, after completing this Congressionally mandated review, the Inspector General of DoD recommended that the Federal Acquisition Regulations and CentCom regional combating trafficking in persons clause be present in all contracts. Specifically, the Inspector General recommended that "[t]he Commander, U.S. Central Command Contracting Command, should:

> "a. Ensure that Federal Acquisition Regulation clause 52.222-50, 'Combating Trafficking in Persons,' or Alternate I, is included in all contracts; and
>
> "b. Provide additional guidance to clarify proper usage of the U.S. Central Command Contracting Command clause 952.222-0001, 'Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports.'"

290. In the very solicitation for MRAP services, the Army made it clear that it expected ManTech (and all other contract bidders) to adhere to exacting requirements prohibiting the trafficking of humans. Section C-3, "952.222-0001 Prohibition Against Human Trafficking, Inhumane Living Conditions, Jul/2010 (C3) And Withholding of Employee Passports," of the Contract makes clear:

> (a) All contractors (contractors refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or

> restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.
>
> (b) Contractors are also required to comply with the following provisions:
>
> (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
>
> * * *
>
> (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Governments Quality Assurance process.
>
> (6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures, and the requirements for visas and work permits.
>
> (c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
>
> (d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

291. Solicitation W56HZV-11-R-0181, page 54 of 125, provided conspicuous notice that any and all bidders would be required to follow FAR 52.222-50, "Combating Trafficking in Persons," which made clear, "The United States Government has adopted a zero tolerance policy regarding trafficking in persons." Id. at § (b) (emphasis added).

292. The Federal Acquisition Regulations themselves gave additional notice that "Contractors and contractor employees shall not — (1) Engage in severe forms of trafficking in persons during the period of performance of the contract; . . . or (3) Use forced labor in the performance of the contract." Id. In addition:

> The Contractor shall — (1) Notify its employees of — (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to**, removal from the contract**, reduction in benefits, or termination of employment; and (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

Id. at § (c) (emphasis added).

293. Solicitation reference FAR 52.222-50 (d)(1), "Notification," required that "[t]he Contractor shall inform the Contracting Officer immediately of — Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy. . . ." A contractor's failure to inform the United States of trafficking activity may result in suspension or debarment. Id. at (e).

294. The Contract signed by ManTech contained a variety of federal regulations that were incorporated by reference at Section 9, Page 8 of 388 including requirements that ManTech observe host country, international, and host-country law and the anticipated prohibition on human trafficking.

295. With respect to the observance of law, the Contract made clear that ManTech would be bound by Regulation 252.225-7040, specifically:

> **252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States**. Under subclause (d) (1), "Compliance with laws and regulations," ManTech was required to "comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States . . . are familiar with and comply with, all applicable - (i) United States, host country, and third country national laws; (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements; (iii) United States regulations, directives, instructions, policies, and procedures; and (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to . . . health [or]safety[.]"

296. Reflecting the importance and materiality of the conduct prohibited by FAR 52.222-50, the Contract contained even greater protections than those presaged by the Solicitation:

- **KSCR1-2 – Prohibition Against Human Trafficking, Inhumane Living Conditions, And Withholding Of Employee Passports (Oct 2011).** On October 15, 2011, U.S. Central Command ("CentCom"), CentCom Contracting Command (CJTSCC), issued "Unique Requirements for Theater Business Clearance in the Kuwait Area of Operation." KSCR1-2 states:

> "KSCR1-2 – Prohibition Against Human Trafficking, Inhumane Living Conditions, And Withholding of Employee Passports (Oct 2011)" [s]hall be included in all services or construction contracts which require performance in Kuwait. This mandated requirement augments FAR Clause 52.222-50 "Combating Trafficking in Persons" Alternate I. By Reference, include FAR 52.222-50 and the following: PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011) Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.
>
> ***ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons.*** All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons. Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract. (emphasis added).
>
> Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.
>
> For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and

employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

* * *

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates [Trafficking in Persons] policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

Remedies: In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following at no cost to the USG:
(1) Required removal of a Contractor employee or employees from the performance of the contract.
(2) Required subcontractor termination.
(3) Suspension of contract payments.
(4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
(6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

297. In March 2014, the Army took the opportunity to remind ManTech of its obligations under the TVPRA by adding Section C-3 to the contract. Section C-3, citing FAR 5152.222-5900. stated, in pertinent part:

PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS AND WITHHOLDING OF EMPLOYEE PASSPORTS

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that

person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

* * *

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Governments Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including his paragraph, in all subcontracts under his contract.

298. Indeed, in recognition of the fact that such compliance was a "primary" requirement, in a customized "Addendum" to each of ManTech's employment contracts with Plaintiffs, the following is provided:

> Your work area is designated as Kuwait as stated in your offer letter. A primary requirement for working in Kuwait involves issuance of a host nation Work Visa with sponsorship. To obtain a work visa, you will be required to meet established host nation criteria, including a favorable background investigation (this is in addition to employment background check and security clearance requirements) and a medical examination to detem1ine fitness to work. These requirements may not be waived, are not negotiable and may not be substituted using alternate approvals, *e.g.*, a current active security clearance does not supersede and cannot be used in place of the required host nation background check, nor is a deployment medical exam acceptable in lieu of the required medical exam.

299. On information and belief, ManTech's employment contracts with the other

employees who worked on the Contract in Kuwait contained similar if not identical provisions.

300. Not only was ManTech aware of it's the United States government's zero tolerance toward trafficking but it passed such notice and warnings on to its subcontractors. Specifically, in the Purchase Order that ManTech created for Millbrook's services, infra, ManTech was explicit in making clear Millbrook's obligations. Attachment B to the Millbrook Purchase Order makes clear that Millbrook will be bound by FAR 52.222-50, "Combating Trafficking in Persons." ManTech made plain that FAR 52.222-50 applied to "[a]ll orders" that would be placed by ManTech.

Willful Violations of International Treaty Obligations, U.S. Law, and Army Regulations with Respect to Adherence to Violations of the Trafficking Victims Protection Reauthorization Act Were Material as a Matter of Fact and Material as a Matter of Law

301. Through repeated policy pronouncements, numerous refinements of contracting regulations, and substantial efforts by the Department of Defense to root out human trafficking and forced labor as a collateral detriment of the foreign deployment of U.S. military forces overseas, the Department of Defense has made manifest the materiality of adherence to the TVPRA.

302. Irrespective of whether any particular Army contracting officer might think about the materiality of TVPRA adherence, the policy pronouncement of a "zero tolerance" for activities that violate the TVPRA makes such violations material as a matter of law.

303. ManTech was under an affirmative obligation to disclose to the U.S. facts that would, if known, disqualify ManTech from contracting with the U.S. ManTech's failure to disclose its knowledge of human trafficking activity by its employees and its lack of adherence to prescribed safety standards constitute false claims regarding qualification for payment and, thus, false claims for payment.

304. By accepting payment and additional options periods under the contract, ManTech falsely implied certification of compliance with the TVPRA requirements.

305. Ignoring the U.S. Government's "zero-tolerance" policies with respect to prohibitions on Human Trafficking and its express obligations under the Contract, ManTech trafficked Plaintiffs and their colleagues illegally into Kuwait, abused Kuwait's immigration and labor laws and, by doing so, inflicted serious harm on Plaintiffs and their colleagues.

306. Through its trafficking activity, ManTech placed Plaintiffs and their colleagues in fear of arrest, imprisonment, and expulsion; forced Plaintiffs and their colleagues to work in deplorable, dangerous conditions; and refused to pay them in accordance with the laws of the U.S. and Kuwait.

ManTech Made Materially False Claims to the United States and Generated Volumes of False Records to Conceal its Abuse of Kuwait's Immigration Laws, Abuse of Kuwait's Private Sector Labor Laws, Its False Claims to the Government of Kuwait, and its Abuse of Its Workforce

307. ManTech made explicit false statements, generated false records to hide from the United States that it was engaged in conduct that violated the TVPRA.

308. On November 26, 2012, generated a false record in furtherance of its scheme to abuse Kuwait's immigration and labor laws. Specifically, on that date ManTech sent correspondence, that it had drafted and on ManTech letterhead, in the name of Kevin Craft, Contract Representative, JPO. This letter was written directly to the Assistant Undersecretary, Labor Affairs, MOSAL. In this letter, ManTech causes Mr. Craft to falsely state, "under subcontract #GSSV02014 issued by ManTech to Millbrook on 21 November 2011, Millbrook is required to provide approximately 250 American Nationals to support subject prime contract thru (sic) 31 December 2013." This statement was false. It was never anticipated that Millbrook would supply any American Nationals. All the American Nationals working for ManTech in Kuwait

were already under direct contract with ManTech. The purpose of this letter was to mislead the Kuwaiti government and make the Kuwaiti government believe that the mechanics working at the KMSF were the employees of a Kuwaiti company. This letter also falsely claimed that ManTech's contractual relationship dated to 2011 when, in fact, on November 26, 2012, ManTech was still in negotiations with Millbrook for a "sponsorship" contract (one that, in any case, was illegal as it falsified the ultimate employer of those working at the KMSF). ManTech back-dated the proclaimed relationship because its employees had been present, illegally present, in Kuwait for more than a year.

309. The December 10, 2012 Letter from ManTech to the Department of the Army, U.S. Contracting Command (Warren) was a false claim and a false record. Contracting Command had asked a specific question regarding whether ManTech was complying with Kuwait's labor law. ManTech responded with false statements of fact and false statements of law. These false statements were made to conceal the fact that ManTech was abusing Kuwait's immigration and labor laws.

310. On December 20, 2012, ManTech generated a false record, *to wit* a letter written on ManTech letterhead and executed by ManTech Subcontracts Manager Kathyrn H. Romance, that made the following false statement to the United States through HNA:

> This is to confirm that Millbrook Kuwait, a company registered to conduct business in Kuwait, has been subcontracted by ManTech Telecommunications and Information Systems Corporation to provide labor (AN), in support of referenced prime contract (W56HZV-12-0127), under subcontract CSSV020104 . . . Millbrook is required to provide approximately 250 American Nationals to support subject prime contract thru (sic) 31 December 2013 and with potential option periods thru (sic) 30 June 2013. Millbrook Kuwait is considered by ManTech as a responsible subcontractor, pursuant to both United States Acquisition Regulations (FAR) and supplements thereto, including Kuwaiti laws.

311. This statement was false because ManTech employed Relators and the other mechanics working on Contract W56HZV-12-0127 worked for ManTech directly. This statement was false because neither Relators nor the other mechanics working on Contract W56HZV-12-0127 were employed by Millbrook. This statement was false because ManTech had already been provided notice that Millbrook was not a company in good standing under the laws of Kuwait.

312. On January 3, 2013, ManTech generated and sent to the United States another false record that contained another false claim made to conceal conduct that violated the TVPRA. Specifically, ManTech Subcontracts Manager Ms. Romance sent another letter to HNA, again on ManTech letterhead, that stated, "This is to confirm that Millbrook Kuwait commits to bringing the first months (sic) proof of payroll to the Host Nations office upon opening the labor file."

313. At the time this false record and false claim were made, ManTech knew that the mechanics in question were under direct contract with ManTech, not Millbrook, and were to be paid by ManTech, not Millbrook, for the services provided at the KMSF. ManTech knew that no *bona fide* payroll would be created for these employees because the employees did not work for Millbrook. In fact, at the time this statement was made, ManTech was in negotiations with Millbrook to use ManTech provided funds to falsify Millbrook "salary" payments into Kuwait-based bank accounts (that would be set up in the names of ManTech's employees). Wrote Mark Croll, The Manager Director of Millbrook, in a November 24, 2012 email to Cody, Kathryn Romance, and Joy O'Brien:

> I have agreed with Muge that we would be happy to receive the money to our account in Kuwait and then disburse it to the individual accounts as directed by ManTech. There will be no charge from Millbrook to do this and 100 % of the money received will be distributed each month. We will need to receive the money as cleared funds the week before month end payment date along with a specific spread sheet or instruction of the amount to be credited to

each person.

314. JPO relied on the claims made by ManTech – claims that were false – when, on January 3, 2013, it lent its credibility and imprimatur to ManTech's statement through its own assurance in this regard. On that date, JPO wrote its own memo to HNA stating "This is to confirm that Millbrook Kuwait commits to bringing the first months (sic) proof of payroll to the Host Nations office upon opening a labor file." ManTech was aware that one part of the United States military was passing along ManTech's false statement, as if true, to another part of the United States military and did nothing to correct the retransmission of its original false claim.

315. In reliance of the truth of claims made by both ManTech and JPO, HNA wrote to the Kuwait Ministry of Social Affairs on January 8, 2013, to certify that Millbrook Kuwait would be providing 250 laborers for Contract W56HZV-12-C-0127. ManTech knew that HNA, in reliance on the truth of ManTech's claims, had placed the credibility of the United States at risk in certifying Millbrook as a source of labor for Contract W56HZV-12-C-0127. Yet, ManTech knew that the underlying statement was false. ManTech took no action to prevent the United States from making a materially false statement to the sovereign of another country – a country that is a key strategic ally of the United States.

316. The United States has been damaged by the false claims made and false records created by ManTech. Specifically, ManTech's false claims on and false records have defeated important policy objectives of the United States regarding its zero tolerance policy towards companies engaged in violations of the TVPRA. Not only were important policy objectives defeated but ManTech used U.S. taxpayer money to pay a Kuwait-based company to lie to government of Kuwait. The United States was additionally damaged because U.S. taxpayer money was laundered through a bank in the United Kingdom, transferred to Kuwait, deducted by

Millbrook for the purpose of engaging in human trafficking. The United States was additionally damaged by the false claims made by ManTech with respect to prohibitions on trafficking because ManTech's knowingly false claims to the United States were transmitted as truths to the State of Kuwait – a transmission of lies that undermines the credibility and standing of the United States with respect to a key ally. The United States was additionally damaged by the false claims by ManTech because, by repeating as truths ManTech's lies, the United States unwittingly assisted ManTech in the illegal trafficking of people into Kuwait. The United States was additionally damaged because it paid ManTech with taxpayer money when, because of ManTech's human trafficking activities, ManTech was categorically unqualified to receive U.S. taxpayer funds.

317. Damages include the return of all moneys paid to ManTech under Contract No. W56HZV-12-C-0127, the return of all moneys paid to Millbrook, and civil monetary penalties due on each false record created to conceal ManTech's trafficking activities – activities that, if known, would have disqualified ManTech from obtaining any U.S. taxpayer funds.

318. Each false and/or fraudulent claim is also subject to a civil fine under the False Claims Act of five thousand five hundred to eleven thousand dollars ($5,500 - $11,000).

COUNT VI
Violations of 18 U.S.C. §1956
Laundering of Monetary Instruments

319. The allegations in Paragraphs 1-21 and 143- 324 are incorporated in this count by reference as though fully stated herein.

320. 18 U.S.C. §1956 (2) establishes that whoever transmits or attempts to transmit funds from a place in the United States to a place outside the United States with the intent to promote the carrying on of specified unlawful activity shall be sentenced to a fine of not more than $500,000 or twice the value of the monetary instrument or funds involved in the transportation, transmission, or transfer, whichever is greater, or imprisonment for not more than twenty years, or

both. Pursuant to 18 U.S.C. §1956 (c) (7)(B)(vii) specified unlawful activity includes trafficking in persons.

321. 18 U.S.C. §1962 makes it unlawful for any person who has received any income derived, directly or indirectly, through collection of an unlawful debt in which such person has participated as a principal to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.

322. Pursuant to 18 U.S.C. §1964 (c), any person injured in his business or property by reason of a violation of section 1962 of this chapter may sue therefore in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fee.

323. ManTech transmitted funds from the United States to a Millbrook bank account in the United Kingdom for the purpose of abusing Kuwaiti law, to wit, trafficking U.S. citizens into that country illegally and falsifying employment by Millbrook Kuwait in order to circumvent Kuwait's immigration and labor laws and, by doing so, obtain an unlawful debt from the United States.

324. Pursuant to 18 U.S.C. §1964 (c), Relators Hayes, Locklear, Sawyer, Hawkins, and Nelson seek relief from the United States District Court for ManTech's illegal activity including, but not limited to, treble of damages established by Relators any person injured in his business or property by reason of a violation of section 1962 of this chapter may sue therefore in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fee.

COUNT VII
Wrongful Termination
Sawyer, Hayes, Locklear, and Nelson

325. The allegations in Paragraphs 1-142, 326-334 are incorporated in this count by reference as though fully stated herein.

326. On May 30, 2013, Bonita Cromartie, Havie Terrie, Jonathan Bowker, Hayes, Sawyer, Nelson, and Locklear were told to report to the office of ManTech supervisor John Gaurnieri ("Gaurnieri"). Hayes and the others who were brought into Gaurnieri's office were fired for cause by ManTech.

327. These seven ManTech employees were terminated for cause at the request of JPO, Kuwait Country Lead John Danks ("Danks") and JPO MRAP Fielding, Training, & Manpower Anthony Orejel ("Orejel"). Specifically, Danks who wrote, on May 24, 2013 sent an email to Orejel stated:

> The 7 people . . . should be removed due to the lack of productivity on the floor. They are in fact non productive and I no longer want them in the facility. I have scrubbed the data a few times to validate the numbers with the team. I am sure that ManTech has not turned in any fraudulent time cards that would change the numbers and it is in the best interest of both parties to remove them from this program.

328. Orejel forwarded Danks email to Cody stating, "we have lost confidence in the performance of the following employees: (Sawyer, Nelson, Locklear, Hayes, Havie, Cromartie, and Bowker)."

329. Accordingly, these ManTech employees were terminated for cause and flown out of Kuwait almost immediately.

330. Later, ManTech's Human Resources Senior Manager Lana Zarger and Laura Prock, HR Admin/Generalist, Senior investigated these terminations at the request of Bonita

Cromartie. On July 19, 2013, Zarger and Prock completed their investigation and reported her recommendations to Brogan. The report vindicated Ms. Cromartie's claim of wrongful termination were justified and recommended that "Ms. Cromartie's termination code and termination letter be changed to reflect a reduction in force . . . that Ms. Cromartie be paid for any travel expenses, work hours, and pay differentials due a normal employee returning from CONUS. The Investigative Team further recommends that the remaining six (6) employee termination reasons be reviewed to determine if the low production results are accurate or if the termination codes should be changed to reflect a reduction in force."

331. There is ample evidence regarding the lack fairness inherent in the termination of Sawyer, Hayes, Locklear, and Nelson. On June 14, 2013, Brogan wrote to Bonnie Cook of ManTech:

> I am familiar with these seven cases. We responded to an over-reaction by the new government site lead in Kuwait, Mr. Banks. He claimed that he used Army SAMS-E job data to eliminate these seven employees. Scott Campbell showed Mr. Banks that he used poor data--maintained by the Joint Program Office JLI, SAIC--to generate these loss of confidence letters, but he "already rang the bell."

332. There also exists ample evidence that the SAMS-E production performance information that was being generated through ManTech's data was unreliable. On July 3, 2013, Brogan admitted in writing that there existed a significant disparity in the way the numbers that ManTech provided to SAMS-E measured production performance and how ManTech's "current system" measured production performance. Stated Brogan, "having told people that SAMS-E data was the metric for making the decision creates a risk of litigation."

333. As with Cromartie's termination, the termination of Nelson, Sawyer, Hayes, and Locklear at the request of Orejel and Danks was unjustified.

334. Sawyer, Hayes, Locklear, and Nelson seek damages for their wrongful termination including backpay through the end of the drawdown, expenses incurred through their summary ejection from Kuwait, unused vacation time, and any and all other relief that the Court, in law and equity, can confer to do substantial justice.

PRAYER FOR RELIEF

WHEREFORE, Relators/Plaintiffs, on behalf of themselves and the U.S., pray as follows:

As to Counts I, II, III, and V (Violations of the False Claims Act):

1. That the Court, based on ManTech's pervasive and systemic violations of the False Claims Act, declare Contract W56HZV-12-C-0127 void and order Defendants to return all monies paid by the U.S. and that those returned moneys be subject to treble damages/

2. That the Court, based on ManTech's pervasive and systemic violations of the False Claims Act, order ManTech to return all of the profit earned on Contract W56HZV-12-C-0127 and that the return of such moneys be subject to treble damages;

3. That, in the alternative to the return of all monies paid by the U.S., the Court enter judgment against Defendants jointly and severally in an amount equal to three times the amount of damages the U.S. has sustained with regard to the Contract, Contract Options 1, 2, 3, and 4 including but not limited to, the full value of the Contract and Options 1, 2, 3, and 4;

4. That Defendants be held jointly and severally liable for civil penalties not to exceed $11,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990, for each false claim it presented or caused to be presented and each false statement and record it made or caused to be made to further its false claims including:

4.1 $11,000 for each fraudulently entered tourist visa stamp that ManTech caused to be entered in its employees' passports as a consequence of the illegal visa runs it ordered

them to perform;

4.2 $11,000 for each fraudulently entered commercial visa (Visa 14) stamp that ManTech caused to be entered in its employees' passports as a consequence of the illegal visa runs it ordered its employees to perform;

4.3 $11,000 for the November 26, 2012 letter that ManTech sent to MOSAL wherein it made a false claim regarding its alleged subcontract with Millbrook;

4.4 $11,000 for the December 10, 2012 letter written by Richard Finse that made false claims with respect to ManTech's compliance with Kuwait law;

4.5 $11,000 for the December 20, 2012 letter sent by ManTech to HNA that made false claims with respect to Millbrook providing the personnel who would work at the HNA;

4.6 $11,000 for the January 3, 2013 letter that ManTech sent to HNA making false claims that Millbrook was providing payroll to the employees at the KMSF, and that Millbrook would provide proof of that payroll to the United States;

4.7 $11,000 for the January 3, 2013 letter that JPO sent to HNA affairs, incorporating and relying upon representations (that were false) made by ManTech;

4.8 $11,000 for the January 8, 2012 letter that HNA sent to the Kuwait Ministry of Social and Labor Affairs that repeated (unknowingly) the false statements that had been made by ManTech;

4.9 $11,000 for each fraudulently opened labor file opened by Millbrook at MOSAL;

4.10 $11,000 for each bank account opened by ManTech to fraudulent represent that Millbrook was paying the KMSF personnel's salaries;

4.11 $11,000 for each Civil ID fraudulently issued in the names of ManTech's

employees at the KMSF;

4.12 $11,000 for each Arabic language "clearance" letter that ManTech and Millbrook forced the employees at the KMSF to sign in order to make the false claim of compliance with Kuwaiti law;

4.13 $11,000 for each invoice submitted by ManTech to the United States that contained a request for reimbursement for goods or services provided by Millbrook;

5. A return of all monies paid to Millbrook in violation of the TVPRA along multiplying that amount by three to reflect treble damages;

6. That Relators be awarded the maximum amount of award allowed to Relators as *Qui Tam* Plaintiffs pursuant to 31 U.S.C. § 3730(d);

7. That Relators be awarded their expenses and costs of suit, including reasonable attorneys' fees, to the extent provided by law;

8. That Relators and the U.S. be awarded pre-judgment and post-judgment interest on all monies awarded;

9. That Relators be granted any and all other relief set forth in the False Claims Act that was not specifically referenced above;

10. That Relators be granted such other and further relief as may be determined by the Court to be just, equitable and proper;

As to Count IV (Violations of the TVPRA):

A. That the Court, based on Defendants' violations of the TVPRA, declare Contract W56HZV-12-C-0127 void and order Defendants to return all monies paid by the U.S.

A. That Plaintiffs be awarded damages against Defendants, jointly and severally, including compensatory and statutory damages, for the wrongful acts complained of herein, in an

amount to be determined at trial;

B. That Plaintiffs be awarded punitive or exemplary damages in an amount of which will be proven at trial;

C. That Plaintiffs be awarded their expenses and costs of suit, including reasonable attorneys' fees, to the extent provided by law;

D. That Plaintiffs be awarded pre-judgment and post-judgment interest at the maximum rate allowed by law;

E. That Plaintiffs be awarded all general, special, and equitable relief to which Plaintiffs are entitled by law;

F. That Plaintiffs be granted such other and further legal and equitable relief as may be determined by the Court to be just, equitable and proper.

Respectfully submitted,

/s/ Joseph A. Hennessey
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JURY DEMANDED

Relators/Plaintiffs hereby demand a trial by jury of all claims within this action that are triable by jury.

/s/ Joseph Hennessey
Joseph A. Hennessey

Wednesday, April 28, 2021

Certificate of Service

I, Joseph Hennessey, certify that on Wednesday, April 28, 2021, a copy of Relator/Plaintiffs'

Second Amended Complaint was sent via first-class mail and electronic mail to

Grace Moseley
Assistant United States Attorney
555 Fourth Street, NW
Washington, DC 20530
Brian.Hudak@usdoj.gov

This Second Amended Complaint has **NOT** been served on Defendants and will not be served on Defendants until there exists an ORDER from the Court to do so.

/s/ Joseph A. Hennessey
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