

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA *ex rel.*
Larry Hawkins, *et al.*,
Plaintiffs

Civil Action No. 15-2105 (ABJ)

v.

MANTECH INTERNATIONAL
CORPORATION *et al.*,
Defendants.

**RELATORS' REPLY TO DEFENDANTS' OPPOSITION TO RELATORS' MOTION
FOR LEAVE TO FILE A FOURTH AMENDED COMPLAINT**

In reply to Defendants' opposition to their Motion for Leave to File a Fourth Amended Complaint, Relators state as follows:

1. As Promised, the Proposed Fourth Amended Complaint Alleges Only New Facts Not a New Theory of Recovery or Additional Claims.

Consistent throughout this case, Counts 1 and 2 have stated causes of action arising under 31 U.S.C. §§ 3729(a)(1)(A) and 3729(a)(1)(B) of the False Claims Act ("FCA"). Though the Proposed Third Amended Complaint added new theories of recovery (asserting, under 18 U.S.C. §§1956 and 1964, "Laundering of Monetary Instruments," as Count 6, and a previously unclaimed private, common law right of action for wrongful termination as Count 7 (now, voluntarily dismissed)), Counts 1 and 2 have remained consistent in their theory of recovery throughout this case. Specifically, Relators Hawkins, Sawyer, Nelson, Hayes, and Locklear have consistently alleged that ManTech knowingly presented or caused to be presented a false claim for payment on a manhour contract where the quantum and characterization of hours had been routinely misrepresented and that ManTech knowingly made, used, or caused to be made or used, false records or statements (false time records) material those false and fraudulent claims. Relators have

never waived from their original allegation that ManTech told them to lie in their recordation of time giving rise to their allegation that ManTech, in turn, made false claims of payment based on fraudulent time recordation. *See United States v. Daniel F. Young, Inc.*, 909 F. Supp. 1010, 1017 (E.D. Va. 1995) (“The typical relator will be a citizen, like [Hawkins, Sawyer, Nelson, Hayes, and Locklear], who are unsophisticated in the legal intricacies of fraud law, and who happen[] across evidence of fraud during the course of employment. . . . Given its aim of encouraging ordinary citizens to come forward with knowledge of fraud, it is important that the FCA be liberally construed to allow for unsophisticated relators” to come forward with their allegations (citing *United States ex rel. Springfield Terminal Railway Co. v. Quinn*, 14 F.3d 645, 656 (D.C.Cir.1994) (“A putative relator's knowledge is ‘direct’ if he acquired it through his own efforts, without an intervening agency, and it is ‘independent’ if the knowledge is not dependent on public disclosure.”); *cited with approval in United States. ex rel. Ervin and Assoc. v. Hamilton Sec.*, 370 F.Supp.2d 18 n.11 (D. D.C. 2005) (stating, “the Rules do not require the complainant to have direct and independent knowledge of everything in his complaint in order to qualify as a relator.”)). Ironically, Relators having dedicated years of time and resources to civil discovery wherein “the parties produced thousands of documents, issued numerous third-party subpoenas, and took a dozen depositions,” (ManTech Opposition at 2) ManTech now seeks to shut down the case *precisely* because the factual details of ManTech’s fraudulent time reporting scheme – designedly opaque at the outset of this case – has been exposed.

2. Count 1 is Not Precluded by the Public Disclosure Bar.

As ManTech knows, Relators’ allegations of false time reporting in the amended Count 1 have nothing to do with the claims made by Kevin and Muge Cody. *See Unsealed Complaint, United States ex rel. Cody v. ManTech International Corporation*, December 12, 2013, U.S. District Court for the Central District of California (13-cv-09173), Ex. 01. The *Cody* claims arose

in September 2011 almost two years prior to Relators Sawyer, Hayes, Nelson, and Locklear's encounters with ManTech managers Bud Delano, John Guarneri, and Scott Campbell (Proposed Fourth Amended Complaint, ¶¶92-111). The Codys' claims of fraud relate to ManTech bidding on the contract; by contrast, Relators' FCA allegations arise from ManTech's performance and billing of the contract. The foundation of Codys' FCA claim was that, in its bid for the contract, ManTech intentionally misrepresented indirect and fringe rates; by contrast, Relators allege that, in invoices presented to the government, ManTech made materially false claims with respect to direct labor time billed to the government. As the *Cody* complaint states:

ManTech knowingly and fraudulently induced the United States Government to award ManTech the MRAP contract, by knowingly and recklessly providing inaccurate cost and pricing information during the proposal period, in violation of FAR 30.201 -3 et seq. . . . ManTech knowingly and fraudulently induced the United States Government to award ManTech the MRAP contract, by failing to apply Haz/Iso pay to direct labor costs, and instead placing this cost center in the fringe benefit . . . ManTech knowingly and falsely depressed their Fringe Rate from an expected 60% to 47% as a part of ManTech's Price to Win (PTW) strategy for the MRAP CLSS contract. (emphasis added).

Ex. 01. Nowhere in the *Cody* complaint – not once – is there an allegation that ManTech was falsely reporting and billing direct labor hours. The entire thesis of the *Cody* complaint is that – prior to contract performance, prior to the billing of any time – ManTech intentionally lied to the government about the cost of performance – a lie that was expensive to the government because ManTech knew that it would seek an upward adjustment of its ultimate pay later in the contract.

3. There Has Been No Undue Delay and Defendants Cannot Claim to Be Prejudiced by Time Lags.

Relators sought leave to amend the complaint to conform with the facts revealed in discovery only one business day after the close of discovery, twelve business days after deposition of Helen Huang (confirming that ManTech moved time between independent Contract Line-Item invoices without reference to the actual time worked [Proposed Fourth Amended Complaint ¶¶38-

51]), and 16 days after the Fed. R. Civ. P. 30 (b) (6) deposition of ManTech (confirming that it would be improper for ManTech to bill labor hours to the government when the a mechanic was not physically present at the Kuwait Maintenance and Sustainment Facility [Fourth Amended Complaint at ¶¶55-58]).

Defendants cannot be heard to complain about delays in this litigation. Defendants consented to the filing of the Third Amended Complaint and thus waived objections to amendments being filed beyond the deadline from the original, pre-COVID, January 15, 2021 Scheduling Order.¹ Moreover, Defendants jointly requested enlargements of the case calendar (*See* Document 87, “Joint Motion for Extension of Time to Complete Discovery and Modify the Discovery Calendar”; Document 89 “Joint Motion for Extension of Time to File Relators Opposition to Defendants Motion to Dismiss the Third Amended Complaint and Defendants Reply Brief”). Thus, it cannot complain of a deviation from the original scheduling order when it has been jointly responsible with Relators for proposing the enlargements of time about which it now complains.

ManTech, all by itself, is responsible for enormous time delays in this case. ManTech has requested and been granted seven extensions on its deadlines (Doc. 22, December 22, 2017 adding 60 days; Doc. 27, February 9, 2018 adding 39 days; Doc. 31, June 22, 2018, adding 46 days; Doc. 50, February 4, 2020, adding 45 days; Doc. 51, March 25, 2020, adding 30 days; Minute Order, September 17, 2021, adding 46 days; Minute Order, February 2, 2022, adding 28 days). These extensions, sought merely to respond to pleadings, have added 294 days to this action. By contrast,

¹ ManTech’s citation to the Court’s comment during the June 10, 2010 scheduling hearing (“I don’t understand why the plaintiffs believe it’s going to take 18 months, until December 2021, for fact discovery. But I’m not even sure why it’s going to take to May 2021.”) negates the disruptive effect of the COVID pandemic that forced isolation, disrupted normal functions

Relators' requested extensions to the discovery/case calendar were driven by the obstacles to discovery created by the COVID pandemic. *See* Document 72 ("Motion for Extension of Time to Complete Discovery").

4. ManTech Did Not Adequately Identify the Performance of Work Statement and Other Applicable Contract Documents Until November 29, 2021.

ManTech's initial document productions intermixed a huge variety of documents making the identification of pertinent "contractual" extremely difficult. Relators repeatedly sought ManTech's assistance in identifying, by Bates number, documents, such as the Performance of Work Statement ("PWS") that were part of its contractual obligation with the government. *Ex.02*. ManTech refused such assistance. Consequently, on October 29, 2021, Relators were forced to serve a new document request upon ManTech *via* James Locklear that specifically requested that ManTech "[p]roduce, in chronological order, *i.e.*, order of contract execution, the originally-executed Contract No. W56HZV-12-C-0127 and all executed contract modifications or options." *Ibid*. ManTech's statement that the PWS was available to Relators in October 2020 is misleading in that ManTech did not affirmatively confirm it as a contractual document until November 29, 2021.

5. The Senior Contracting Officer Referred to In Paragraph 68 is Ret. Lt. Col. John Danks.

To the extent that the Fourth Amended Complaint is not clear, the senior contracting officer quoted at Paragraph 68 is Ret. Colonel John Danks. Col. Danks, as the source of this quote, is clear from all the other citations to Col. Danks in the Proposed Fourth Amended Complaint, *e.g.*, ¶¶100, 331, 332, 337. As ManTech knows, of the two contracting officers identified in the Fourth Amended Complaint, only Col. Danks was operating out of the KMSF itself. That Col. Danks is the author of the statement at Paragraph 68 is especially clear when juxtaposed against Col. Danks when, in the context complaining about the efficiency as reflected in reported SAMS-E data, Col

Danks warned ManTech, “I am sure that ManTech has not turned in any fraudulent time cards.” Proposed Fourth Amended Complaint, ¶331. It should come as no surprise to ManTech that, if ManTech had turned in fraudulent time cards (as Relators allege), Col. Danks would characterize such fraud as “a material breach of the Contract and a fraud upon the United States.” *Ibid* at ¶68, p. 20 of 90.

6. Col. Danks and Former ManTech Manager Mike Cowley Were Identified as Relator Witnesses on July 20, 2020.

Col. Danks was identified as a person with discoverable evidence in Relators’ Fed. R. Civ. P. 26(a)(1) Disclosure. Ex. 03 at p. 2. So too was Mike Cowley. *Ibid*. Relators are under no obligation to depose their own trial witnesses. Given that Relators listed Danks and Mike Cowley, a former ManTech manager, as having discoverable evidence almost two years ago, ManTech has only itself to blame for not deposing these witnesses to determine what knowledge they possessed that would advance Relators’ case. Inexplicably, of all the persons with personal knowledge of facts listed in Relators Fed. R. Civ. P. 26(a)(1) Disclosure, ManTech opted to depose none of them (other than the five Relators in this case).

7. The Destruction of Records that Would Have Revealed Evidence of Fraud is Part of the Required Pleading of Scienter Under the False Claims Act.

Rule 9(b) requires a relator to plead the who, what, where, and when of a fraud claim. *United States ex rel. Heath v. AT&T, Inc.*, 791 F.3d 112, 124 (D.C. Cir. 2015). Pursuant to Rule 9, a relator may establish scienter by pleading how a company “institutionalized and enforced its fraudulent scheme.” *United States ex rel. Folliard v. Comstor Corp.*, 308 F. Supp. 3d 56, 89 (D. D.C. 2018) (citation omitted). To satisfy particularity of pleading an FCA case, a plaintiff must “identify with some precision the date, place and time of active misrepresentations or the circumstances of active concealments.” *Johnson v. Wheeler*, 492 F.Supp.2d 492, 509 D. Md. 2007). *See also United States ex rel. Jones v. Concerted Care Grp.* ((March 23, 2022 D. Md.).The

destruction of two separate time keeping systems was pleaded as part of Relators' obligation to prove ManTech's scienter in violating the False Claims Act. Relators pled the destruction of the PeopleSoft software² and the SAMS-E time sheets part and parcel with the proof of ManTech's scienter in misrepresenting mechanic time to the government.

Though it is true that ManTech has printed the PeopleSoft data, it has failed to preserve the PeopleSoft software system itself. As ManTech's counsel explained:

While PeopleSoft data has been preserved, ManTech no longer uses the PeopleSoft system. Standing up this legacy system to provide direct access would impose significant burdens on ManTech that would be disproportional to the needs of this case. . . . Moreover, ManTech already produced the PeopleSoft Timecard History Reports for relators and relevant PeopleSoft invoicing materials in October 2020. ManTech Exhibit 12, Document 96-12.

The destruction³ of the PeopleSoft system thwarts detection of ManTech's time billing fraud. Specifically, ManTech admitted that a variety of persons had access to the PeopleSoft time data after it had been entered by the mechanics employed by ManTech (ManTech 30(b)(6) Deposition, Terry Meyers Witness, pp. 141-144, Ex. 04). Helen Huang, the person responsible for generating ManTech's invoices to the government, admitted that she had the ability to change a mechanics' PeopleSoft time entry (Helen Huang Deposition Ex. 05). Most importantly, the

² ManTech misdirects the Court when it states that the PeopleSoft data still exists. The "data" to which ManTech refers is the printed pages of time produced in discovery. However, the software data no longer exists.

³ ManTech takes issue with Relators' characterization of records having been destroyed. Yet, there is no middle ground in this regard. Either the required records exist and they should have been produced by ManTech, SAIC (pursuant to Relators' subpoena), or Leidos (a spin-off of SAIC subject, also, to a Relators' subpoena); or, they do not exist. ManTech, SAIC, and Leidos have all represented they no longer possess that the original SAMS-E time cards. Since Relators know that such time cards did, in fact, once exist, Relators can only conclude that they have – at some time after they existed – have been destroyed. The same analysis applies to the non-existence of the PeopleSoft system. It once existed. However, now it no longer exists. Thus, Relators' reasonable inference, to which they are entitled at the pleading stage of these proceedings, is that it has been destroyed.

software system tracked precisely who had access to a mechanics' time and who made changes to that time. No such information is provided by the mere printout of the PeopleSoft "data" on paper.

ManTech (through Terry Meyers) testified:

Q: Electronically, would there be a record of all the different people who had access to the information that was entered into PeopleSoft by the mechanics?

A: There would. There would.

Q: There would be. Okay. How would this information be kept?

A: Electronically. It's all part of the audit trail of the PeopleSoft system, and it's something we test. It's something that we test. Each year we test the system to make sure that only the employee has the access and if the time administrator has to access it to facilitate an entry that the employee cannot, that we've got backup for that and that it's an approved transaction.

Q: And how would that – how would the record of the people who had access to that time data be kept? Would it be . . . in . . . electronic form?

A: Yeah. I mean, like I said, this is a database system. So if I've got a line of entry for Mr. Hayes, let's say, for a particular week, it would identify who did the entry. So you would see by employee ID who did the entry of that time.

Q: Okay. And that's – I think I'm answering my own question, but I want to say it out loud just for you to confirm it. That could only be done through the PeopleSoft software; its not something that's –

A: Yes, through the PeopleSoft software. Ex. 04.

Stated plainly, the PeopleSoft "data" that now exists only on the printed pages that ManTech produced in discovery is woefully inadequate with respect to capturing evidence of who might have altered the time data originally entered by ManTech's mechanics – time data alterations that Helen Huang admitted was a regular part of her job. Given that ManTech Senior Vice President for Strategy Michael Brogan admitted that SAMS-E time entries created a risk of litigation for ManTech, Proposed Fourth Amended Complaint at ¶61; Terry Meyers had previously testified under oath that time entry fraud was the most frequently occurring wrong-doing (Ex. 06); and the statute of limitations for criminal prosecution of FCA violations has not even begun to run (due to wartime tolling created by the Authorization to Use Military Force *Cochise Consultancy, Inc. v. US ex rel. Hunt*, 139 S. Ct. 1507 (2019), *United States v. Nishiie*, 996 F.3d 1013 (9th Cir.

2021)), such records destruction is not only intolerable but reveals the scienter with which ManTech engaged in its fraudulent scheme.

8. It is Inappropriate to Attach and Cite Purported Evidence to ManTech's Opposition Brief.

Attached to ManTech's opposition brief are a variety of incomplete excerpts from select documents and deposition testimony transcripts.⁴ "But [ManTech] . . . improperly asks the Court to weigh the evidence as to Realtors' allegations." *United States ex rel. Fadlalla v. DynCorp Int'l* (D. Md. 2022). ManTech "engag[ing] in a factual tit-for-tat not proper" for an opposition to Relators' Motion for Leave to File a Fourth Amended Complaint. *Ibid.*; accord *U.S. Conference of Mayors v. Great-W. Life & Annuity Ins. Co.*, 327 F.Supp.3d 125, 128 (D. D.C. 2018) ("It is the function of the jury and not this court to weigh evidence and make findings."); *see also Radtke v. Lifecare Mgmt. Partners*, 795 F.3d 159, 165 (D.C. Cir. 2015) (conflicts in the evidence are resolved by the jury).

9. Relators Do Not Seek to Reopen Discovery.

Contrary to assertions made in ManTech's opposition (Opp. at 2), Relators do not seek to reopen discovery.

⁴ Relator Hayes's Requests for Admission 1-15 (Exhibit 1); select pages from a passport (Exhibit 2); a select printout pages of a PeopleSoft "Timecard History Report," (Exhibit 3); a select excerpt from a "Labor Detail Summary for Project #279590 (Exhibit 4); a letter from Defendant ManTech to Kent Nelson (Exhibit 5); select excerpts from the passport of Kent Nelson (Exhibit 6); a two-page email produced by ManTech (Exhibit 7); another select excerpt from what is purported to be a printout of PeopleSoft "Timecard History Report" (Exhibit 8); a one-page selection from the deposition of Relator Larry Hawkins (Exhibit 9); a one-page selection from the deposition of Relator Randall Hayes (Exhibit 10); a two-page email produced by ManTech International (Exhibit 11); a February 15, 2022 letter from Wiley Rein, LLP to The Law Office of Joseph Hennessey, LLC regarding discovery (Exhibit 12); an excerpt from the January 31, 2022 Fed. R. Civ. P. 30 (b) (6) deposition of ManTech (Terry Myers, witness) (Exhibit 13); a select 47-page excerpt from a 112-page contract document (Exhibit 14); and a select excerpt from a "Performance Work Statement" (Exhibit 15).

Respectfully submitted,

/s/ Joseph A. Hennessey

Joseph A. Hennessey, Esq.

The Law Office of Joseph Hennessey, LLC

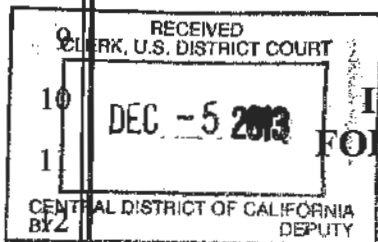
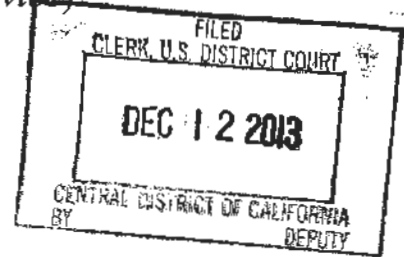
2 Wisconsin Circle, Suite 700

Chevy Chase, Maryland 20815

Telephone: (301) 351-5614

Email: jhennessey@jahlegal.com

David L. Scher, Esq.
dscher@employmentlawgroup.com
 California Bar No. 184562
 R. Scott Oswald, Esq. (to be admitted *pro hac vice*)
soswald@employmentlawgroup.com
 The Employment Law Group, P.C.
 888 17th Street, NW, Suite 900
 Washington, D.C. 20006
 (202) 261-2806
 (202) 261-2835 (facsimile)



IN THE UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION

UNITED STATES OF AMERICA *ex rel.*
 [UNDER SEAL],

Plaintiff,

v.

[UNDER SEAL],

Defendant.

CV13-09173 FMD (SSX)
 Case No. _____
 FILED UNDER SEAL

Pursuant to 31 U.S.C. § 3729
 (False Claims Act)

David L. Scher, Esq.
dscher@employmentlawgroup.com
 California Bar No. 184562
 R. Scott Oswald, Esq. (to be admitted *pro hac vice*)
soswald@employmentlawgroup.com
 The Employment Law Group, P.C.
 888 17th Street, NW, Suite 900

Exhibit 01

1 Washington, D.C. 20006
 2 (202) 261-2806
 3 (202) 261-2835 (facsimile)

4 **IN THE UNITED STATES DISTRICT COURT**
 5 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 6 **WESTERN DIVISION**

7)
 8 UNITED STATES OF AMERICA *ex rel.*)
 9 KEVIN CODY)
 10 MUGE CODY)
 11 42318 Iron Bit Place)
 12 Chantilly, Virginia 20152,)

13 Plaintiff,)

14 v.)

15 MANTECH INTERNATIONAL)
 16 CORPORATION,)

17 12015 Lee Jackson Highway)
 18 Fairfax, Virginia 22033)

19 **Serve: Registered Agent:**)

20 C T Corporation System)
 21 818 West Seventh Street)
 22 2nd Floor)
 23 Los Angeles, California 90017)
 24)

Case No. _____
FILED UNDER SEAL

Pursuant to 31 U.S.C. § 3729
 (False Claims Act)

Exhibit 01

Introduction

1
2 1. Qui tam relators Kevin and Muge Cody, by and through their attorneys,
3 individually and on behalf of the United States of America, file this complaint against
4 ManTech International Corporation to recover damages, penalties, and attorneys' fees
5 for violations of the federal False Claims Act, 31 U.S.C. §§ 3729 *et seq.*
6

7
8 2. ManTech is a leading government contractor that specializes in
9 providing technological services to the United States government.
10

11 3. Since being founded in 1968, ManTech has grown to become one of the
12 U.S. military's leading providers for operational support in southwest Asia, most
13 notably in Iraq during Operation Iraqi Freedom, and in Afghanistan during Operation
14 Enduring Freedom.
15

16 4. ManTech's largest contract involves the Mine Resistant Ambush
17 Protected family of vehicles (MRAP).
18

19 5. On September 11, 2012, following a GAO Protest Decision in which
20 ManTech was the non-moving party, ManTech was awarded Contract W56HZV-12-
21 C-0127 (MRAP CLSS contract or the contract), valued at \$618 million for the first
22 14 months of the contract.
23

24 6. The total contract value is \$2.85 billion over five years, if all options are
25 exercised.
26
27
28

Exhibit 01

1 7. Under the MRAP CLSS contract, ManTech was required to provide
2 vehicle support maintenance for over 15,000 MRAP vehicles in Afghanistan and
3 Kuwait.
4

5 8. In order to accomplish this task, ManTech was required to (1) provide
6 deployment and operations support for more than 1,000 employees throughout
7 Afghanistan and Kuwait; (2) provide field level maintenance for the MRAP vehicles;
8 (3) provide sustainment level maintenance for the MRAP vehicles; (4) provide battle
9 damage assessment and repair services; and (5) provide repair part supplies and
10 management of those supplies in Afghanistan and Kuwait.
11

12 9. ManTech has two operating business groups, one of which is the
13 Technical Services Group (TSG).
14

15 10. The Global Contingency Operations division (GCO) is a subdivision
16 within the TSG Systems Sustainment and Integrated Logistics (SSILOG) Business
17 Unit (BU).
18

19 11. During the proposal phase of the contract, Relator Kevin Cody served at
20 ManTech as the Business Unit (BU) President and General Manager (GM) for the
21 TSG SSILOG Business Unit.
22

23 12. The SSILOG BU is one of four business units within TSG.
24

25 13. Kevin Cody's wife, co-Relator Muge Cody, worked within the GCO as
26 the Vice President for Ground Systems Operations.
27
28

Exhibit 01

1 14. In executing their work-related responsibilities, both Kevin and Muge
2 Cody discovered defective pricing in the contract which led to substantial violations
3 by ManTech of the False Claims Act, 31 U.S.C. §§ 3729 *et seq.*

4
5 15. Because Kevin and Muge Cody's discovered and protested ManTech's
6 fraudulent conduct in violation of 31 U.S.C. §§ 3729 *et seq.*, ManTech subjected both
7 Kevin and Muge Cody to a series of retaliatory acts in violation of 31 U.S.C. §§
8 3730(h).

9
10 16. ManTech's GCO Division, within the TSG, falsely manipulated the
11 Fringe Rates for the MRAP CLSS proposal submitted by ManTech in September
12 2011, and subsequently revised pursuant to numerous Evaluation Notice Discussions
13 (ENDs) with the U.S. government, in order to win the resultant contract.

14
15 17. ManTech knowingly and falsely depressed their Fringe Rate from an
16 expected 60% to 47% as a part of ManTech's Price to Win (PTW) strategy for the
17 MRAP CLSS contract.

18
19 18. ManTech developed this strategy to lower its labor rates for professional
20 services and reduce its fringe costs by over \$12 million in order to win the new
21 contract, by not including all of the Hazardous and Isolation (Haz/Iso) pay as planned
22 Fringe expenses.

23
24 19. After the award of the MRAP CLSS contract, ManTech knowingly and
25 falsely reported the intentionally depressed Fringe Rate overages, pursuant to the
26
27
28

Exhibit 01

1 actual costs incurred on the contracts, as unplanned increases in the Fringe rates via
2 Variance Rate Revenue charges, which the U.S. Government paid.

3
4 20. For just two months, December 2012 and February 2013, the total
5 Variance Revenue charges falsely billed to the government were \$3,180,632.63.

6
7 21. All of these costs and more should have been included by ManTech in
8 the original proposal and the resultant MRAP CLSS contract.

9
10 22. During the period of January 2013 through September 2013, ManTech
11 knowingly made several false statements and submitted nine (9) fraudulent invoices
12 or false claims totally about \$6 million, in order to inappropriately recover indirect
13 cost shortfalls, due to its earlier fraudulent underpricing on the MRAP CLSS
14 proposal to win the contract award.

15
16 23. In connection with the filing of this original Complaint, the Relators
17 have furnished the United States with substantially all material evidence and
18 information in the Relators' possession.
19

20
21 **Jurisdiction and Venue**

22 24. This Court has subject matter jurisdiction over this action under 31
23 U.S.C. §§ 3730 and 3732.

24
25 25. This Court has personal jurisdiction over ManTech pursuant to 31
26 U.S.C. § 3732 (a) because ManTech transacts business in this judicial district.
27
28

Exhibit 01

Parties

32. As part of their professional responsibilities, both Kevin and Muge Cody are responsible for signing off on all finalized cost proposal details for the contract, and thus have intimate knowledge of the fraudulent underbid of the contract.

1 33. The Codys are currently employed by ManTech, and thus have direct
2 knowledge of the false records, statements and claims ManTech has presented to the
3 Government.
4

5 34. ManTech is a \$3 billion government contractor responsible for providing
6 various technological services to the U.S. Government.
7

8 35. ManTech is headquartered at 12015 Lee Jackson Highway, Fairfax,
9 Virginia 22033.
10

11 36. Founded in 1968, ManTech has a long history of performing highly
12 technical cost-reimbursement contracts on behalf of the U.S. military.
13

14 37. ManTech's largest contract involves the MRAP Family of Vehicles
15 contract.
16

17 38. In 2011 and 2012, the contract represented one-fifth of ManTech's
18 revenue and one-eighth of the company's personnel.
19

20 39. In 2013, the contract remains a large contributor to the indirect
21 generation of TSG and ManTech International business capital for company
22 operations.
23

24 **Factual Allegations**

25 **ManTech violated the Federal Acquisition Regulations during the proposal**
26 **period.**

27 40. Pursuant to the Federal Acquisition Regulations (FAR) and the Defense
28 Contract Audit Agency (DCAA) Audit Manual, all government contractors wishing

Exhibit 01

1 to obtain a cost-reimbursement contract must disclose all cost and pricing
2 information in their proposals for review by U.S. Government source selection
3 personnel.
4

5 41. The disclosures are required to be consistent with the Forward Pricing
6 Rate Agreement (FRPA), and must include the cost and pricing information for the
7 FRPA.
8

9 42. This specifically includes any build-up information for all direct labor
10 costs, other direct costs, and indirect costs, including but not limited to General and
11 Administrative (G&A) and Fringe Expenses (GCO Fringe or Fringe rates).
12

13 43. A Fringe Rate is typically described as a percentage, and consists of the
14 cost of an employee's benefits, divided by his/her wages.
15

16 44. Fringe Benefits (i.e., the numerator) include the cost of paid vacation,
17 holidays, and sick days.
18

19 45. In addition, Fringe Benefits include the annual costs of the following
20 benefits: health (medical, dental, and vision) insurance; life insurance; and disability
21 insurance.
22

23 46. Hazardous and Isolation pay (Haz/Iso), when provided for working in a
24 hazardous location such as Afghanistan, is typically applied to the Direct Labor or
25 Other Direct Cost (ODC), not the Fringe Benefits.
26
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Exhibit 01

1 47. It is the policy of ManTech, pursuant to its Cost Accounting Standards
2 (CAS) Disclosure Statements, to apply Haz/Iso pay to direct labor costs, not to Fringe
3 Benefits.
4

5 48. ManTech failed to abide by the requirements of FAR 30.201-3 *et seq.*,
6 by improperly depressing its final bid price by approximately \$12 million.
7

8 49. In the September 2011 MRAP CLSS proposal, ManTech falsely
9 depressed its bid by knowingly allocating funds for only the first 40 hours of Haz/Iso
10 pay, not the full 84 hours of Haz/Iso pay to which each employee working in
11 Afghanistan under the MRAP contract was then entitled under the CLSS bridge
12 contract.
13

14 50. ManTech falsely underfunded the incumbent employee compensation by
15 adopting an average Direct Labor (DL) rate for the bridge contract and applying this
16 forward to the competitive proposal.
17

18 51. ManTech did this knowing the bid proposal contained a Haz/Iso
19 calculation changed from all hours worked for the 84 hour-work week, to only 40
20 hours of funded compensation per week.
21

22 52. This fraudulent cost depression permitted ManTech to lower its cost
23 within the Global Contingency Operations Cost Segment.
24
25
26
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Exhibit 01

1 53. ManTech had full knowledge that it planned to actually pay each of its
2 employees working in Afghanistan Haz/Iso pay on all 84 hours worked within a one
3 week period.
4

5 54. Thus, ManTech falsely understated its planned Fringe Rate by 44 hours
6 of Haz/Iso pay for each weekly period for each of the thousand-plus employees it
7 planned to perform services in Afghanistan for the period of the MRAP CLSS
8 contract.
9

10 55. In disclosing cost and pricing information that deliberately understated
11 the value of incumbent compensation, ManTech knowingly violated the provisions of
12 FAR 30.201-3 *et seq.*
13

14 **ManTech's Price to Win Strategy (PTW) caused its executives to keep the**
15 **deflated Fringe Rate during the proposal period.**
16

17 56. As evidenced by its Price to Win (PTW) Workbook, ManTech
18 executives believed ManTech would significantly increase its chance of winning the
19 MRAP contract by lowering the final bid price by \$12 million.
20

21 57. ManTech's Price to Win strategy reduced ManTech's Fringe expense
22 from \$37 million to \$25 million, while simultaneously allowing it to artificially lower
23 its billing rate for its professional services.
24

25 58. ManTech's PTW strategy drove ManTech's executive to develop a new
26 cost segment titled Global Contingency Operations (GCO), per ManTech's PTW
27 Workbook, CLSS-PTW Model, July 28, 2011, in order to offer lower rate structures
28

Exhibit 01

1 to reduce ManTech's cost and increase its probability of winning the MRAP CLSS
2 contract.

3
4 59. Following the September 2011 submission of ManTech's proposal, the
5 U.S. Army Tank-Automotive and Armaments Command (TACOM) began asking
6 ManTech to clarify the cost and information data used to calculate the September
7 2011 proposal via a series of Evaluation Notice Discussions (ENDs).
8

9 60. Concerned that the ENDs would result in ManTech being forced to raise
10 its labor rates to accommodate lost compensation generally derived from Haz/Iso
11 uplifts on the full 84 hours on the September 2011 proposal, ManTech reduced the
12 DL employee rates, driving down compensation on the pre-existing MRAP CLSS
13 bridge contract.
14
15

16 61. In doing so, ManTech hoped to avoid a noticeable discrepancy in total
17 employee compensation requested by TACOM between the September 2011
18 proposal and the current CLSS bridge contract.
19

20 62. ManTech was able to keep the false \$12 million price "reduction" as
21 part of its PTW strategy, and continued to misrepresent the expected performance
22 costs under the September 2011 proposal.
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Exhibit 01

1 In approximately March 2012, Kevin Cody discovered, and reported, the
2 discrepancy in the Fringe Rate; but ManTech executives dismissed his report
3 and did nothing to change the \$12 million understatement; Muge Cody raised
4 similar concerns and ManTech dismissed her concerns.

5 63. In February 2012, TACOM expressed concern that ManTech's
6 September 2011 proposal would be insufficient to retain a loyal workforce to execute
7 the MRAP contract.

8 64. To ensure workforce loyalty, ManTech first elected to add additional
9 labor premiums of \$1,500 per person per month to its September 2011 bid.

10 65. As part of the executive team responsible for ensuring workforce
11 retention, Kevin Cody was asked to develop an internal pricing strategy to fully fund
12 the added premium labor costs.

13 66. ManTech Business Operations, under Bonnie Cook, included the
14 premium labor costs into the GCO fringe cost segment instead of including it into the
15 Direct Labor (DL) Category.

16 67. Upon adding the premium labor costs into the GCO Fringe cost segment
17 instead of the DL labor category, Kevin Cody discovered that ManTech had
18 incorrectly calculated the GCO Fringe Rate.

19 68. He did not immediately understand how this had occurred.

20 69. After further review, Kevin Cody brought the issue to Jim Maguire, the
21 Vice-President of Finance Operation and TSG Compliance; Bonnie Cook, the Senior
22

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Exhibit 01

1 Vice-President; Chris Williamson, one of Jim Maguire's direct reports; and C.W.
2 Etzler, the Vice-President of Corporate Pricing.

3
4 70. These executives dismissed Kevin Cody's concerns, and ManTech did
5 nothing to change the \$12 million understatement in its September 2011 proposal.

6
7 71. On March 26, 2012, Kevin Cody again raised the issue of the GCO
8 Fringe miscalculation to several ManTech executives.

9
10 72. Between March 6, 2012 and March 26, 2012, Kevin Cody calculated
11 that the September 2011 bid proposal did not include the required funds to fully fund
12 the Haz/Iso pay uplift for all 84 hours.

13
14 73. Despite Kevin Cody's objections that ManTech had underfunded the
15 GCO Fringe Rate, ManTech executives continued the underfunding to ensure that
16 ManTech had a competitive PTW.

17
18 74. During the same time period, Muge Cody expressed similar concerns to
19 her managers about ManTech's underfunding of the GCO G&A rate, particular to the
20 PMO staffing.

21
22 75. In order to ensure a competitive PTW, ManTech spent the following
23 month reducing the DL costs to be included in the final bid.

24
25 76. Notwithstanding Kevin Cody's March 26, 2012 calculation that the
26 GCO Fringe Rate had been underfunded, ManTech elected to send the final cost and
27 technical volumes to the U.S. Army on April 24, 2012.
28

Exhibit 01

1 77. When it submitted the final proposal, ManTech knew that the GCO
2 Fringe Costs were underfunded, as only \$25,939,636 of the roughly \$37 million
3 required to fully fund the 84 hours of Haz/Iso pay was requested.
4

5 78. To make up the underfunding, ManTech eventually began accumulating,
6 and then subsequently billing the Government for, so-called Variance Revenue Rate
7 charges as ManTech executed a "true-up" of costs.
8

9 **ManTech knowingly and falsely reported GCO Fringe Rate deficits as Variance**
10 **Rate Revenue charges.**

11 79. ManTech falsely used lowered GCO Fringe Revenue Rates to help them
12 win the MRAP CLSS contract.
13

14 80. After contract award, ManTech reported the higher Fringe expenses as
15 Variance Rate expenses.
16

17 81. Variance Rate charges are common, as operating costs can legitimately
18 fluctuate for many reasons, such as increases in health care cost, disability insurance
19 costs, and other factors.
20

21 82. In order to recoup the 44 hours of Haz/Iso pay that ManTech
22 deliberately excluded from its final proposal in April 2012, ManTech began billing
23 the U.S. Government for the Haz/Iso pay as "Variance Rate" charges, even though
24 the charges were predicted and expected by ManTech and did not result from any
25 the charges were predicted and expected by ManTech and did not result from any
26 kind of legitimate fluctuation in operating costs.
27
28

Exhibit 01

1 83. From November 5, 2012, through December 31, 2012, ManTech's GCO
2 division expended an unbudgeted amount of \$934,785.11 for its Fringe Rate.

3 84. The \$934,785.11 was unbudgeted in the GCO Fringe Rate because
4 ManTech deliberately requested less than the full 84 hours of Haz/Iso pay that
5 ManTech intended to pay, and did pay, to each incumbent employee working in
6 Afghanistan under the MRAP contract, in accordance with ManTech's cost proposal.
7

8 85. To make-up for this deficit, ManTech charged the U.S. Government for
9 the 44 unbudgeted hours per employee per pay period in the GCO Fringe costs as
10 Variance Revenue in the amount of \$934,785.11 during 2012 for the CPFF portion of
11 the contract.
12

13 86. ManTech has continued billing the U.S. Government for Variance
14 Revenue from January 1, 2013 to present for these predicted and expected GCO
15 Fringe costs.
16

17 87. All of the GCO Fringe costs billed by ManTech as Variance Revenue on
18 the MRAP CLSS contract have been falsely billed as unplanned allowable Variance
19 Revenue.
20

21 88. All planned Fringe expenses should be fully disclosed to the U.S.
22 Government in the Forward Pricing Rate proposal and in the contractor's proposal for
23 all cost-reimbursement and time-and-material contracts.
24
25
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Exhibit 01

1 89. Failure to fully disclose current, accurate, and complete cost and price
2 information in a cost-reimbursement and time-and-materials (T&M) contract is a
3 basis for fraud and is defective pricing in U.S. Federal government contracts,
4 pursuant to the Truth in Negotiations Act (TINA).

5
6 **In 2013, ManTech knowingly made several false statements and submitted nine**
7 **fraudulent invoices or false claims totaling about \$6 million, in order to**
8 **inappropriately recover indirect cost shortfalls, due to its earlier fraudulent**
9 **underpricing on the MRAP CLSS proposal.**

10 90. From January 2013 through September 2013, ManTech knowingly made
11 several false statements and submitted nine (9) fraudulent monthly invoices or false
12 claims to the U.S. Army, totaling about \$6 million, in order to inappropriately
13 recover indirect cost shortfalls, due to its fraudulent underpricing on the MRAP
14 CLSS proposal to win the contract award.

15
16
17 91. In a letter to TACOM dated July 23, 2013, ManTech falsely stated to the
18 U.S. Government, "It is not ManTech's intention to change our DCAA approved
19 billing rates at this time."

20
21 92. ManTech made another false statement in a letter to the U.S. Army
22 dated August 9, 2013, when it stated, "The indirect rates used are the DCAA
23 provisional approved rates with an applied indirect rate variance estimate."

24
25 93. These statements are false because ManTech's internal emails show that
26 during the June 2013 to July 2013 period, ManTech was preparing to submit a new
27 rate proposal to DCAA for a new Forward Pricing Rate Agreement (FPRA).
28

Exhibit 01

1 94. In fact, ManTech submitted the proposed new FPRA rates to DCAA in
2 early August 2013.

3 95. DCAA approved the new FPRA rates later in August 2013.

4 96. On September 16, 2013, ManTech increased the GCO Fringe and G&A
5 rates, retroactively from January 1, 2013, which increased invoiced costs to TACOM
6 in the amounts of \$3,993,574 (GCO Fringe) and \$1,943,108 (G&A) through
7 September 6, 2013.

8 97. Retroactive indirect rate cost increases may be deemed allowable, if
9 properly incurred and reported.

10 98. But ManTech made these retroactive rate revisions and revised its Cost
11 Accounting Standards (CAS) Disclosure Statement in an effort to inappropriately
12 comingle the increased GCO and IS cost centers, allowing ManTech to shift more
13 incurred costs from TSG-wide contracts based in the IS cost center to the U.S.M.C.
14 Fixed Price Contract and the Cost Plus Fixed Fee (CPFF) TACOM CLSS MRAP
15 contract.

16 99. ManTech will utilize the new set of 2013 FRPA rates to invoice GCO
17 costs through the remainder of 2013.

18 100. On March 15, 2013, ManTech invoiced the Government \$928,345 for
19 variance accrued during 2012.

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Exhibit 01

1 101. As of September 6, 2013, ManTech has defrauded the U.S. Government
2 via GCO Fringe variance rates a total of \$4,921,919, with a projected sum of
3 \$5,922,813.37 by December 31, 2013.
4

5 102. ManTech has invoiced retrospective G&A rates from the August 2013
6 FPRA as a distinct and separate \$1,943,108, bringing the total current and projected
7 damages through December 31, 2013 to \$7,865,921.37.
8

9 103. Prior to submission of October 2013's invoice, ManTech collapsed the
10 GCO cost center and has now invoiced the TACOM MRAP CLSS contract with
11 2013 IS rates - fringe, G&A, MH, and OH.
12

13 104. This substantially increases the post-award false claims submitted by
14 ManTech to \$18,598,042, representing invoiced costs increases from January 1, 2013
15 through November 8, 2013.
16

17 105. This unilateral action by ManTech violates FAR 30.401, Consistency in
18 Estimating, Accumulating, and Reporting Costs, and FAR 30.402, Consistency in
19 Allocating Costs Incurred for the Same Purpose, in effect on the date of award of the
20 contract.
21

22 106. The \$18,598,042 in false claims by ManTech is in addition to the more
23 than \$12 million in costs that ManTech has begun to charge as "true up" fringe to
24 offset its fraudulent underbidding.
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Exhibit 01

1 107. ManTech knowingly, intentionally, and repeatedly made false
2 statements and false claims to the U.S. Government in a coordinated effort to recover
3 costs which were underpriced on the CLSS MRAP contract.
4

5 108. ManTech attempted to mask these additional indirect cost variances as
6 appropriate cost variances.
7

8 109. ManTech has repeatedly falsely stated in letters and emails to the U.S.
9 Army TACOM procurement office and DCAA that the indirect rate increases were
10 caused by the Government's actions, specifically the U.S. Army's request after
11 contract award in April 2013 for the de-obligation of funds tied to the Afghanistan
12 drawdown of forces and related support services.
13
14

15 110. ManTech deliberately did not fully or adequately address the U.S.
16 Government's requests for cost information.
17

18 111. As a part of ManTech's proposal for the CLSS MRAP contract,
19 ManTech certified in its K-9 and K-10 Cost Accounting Standards (CAS)
20 Certifications that it would adhere to all GCO cost accounting practices and contract
21 award would not "result in a required or unilateral change in cost accounting
22 practice."
23
24

25 112. But in December 2012, ManTech submitted a revised GCO CAS
26 Disclosure Statement in which it unilaterally changed the GCO cost accounting
27 practice.
28

Exhibit 01

1 113. ManTech appropriately submitted the CAS Disclosure Statement to
2 DCAA and DCMA, but chose not to disclose the cost impact to the U.S. Army
3 TACOM Contracting Officer.
4

5 114. ManTech has for years, according to its CAS Disclosure Statements,
6 grouped OCONUS and CONUS direct labor cost and fringe cost together.
7

8 115. But for the CLSS MRAP proposal, ManTech created a new GCO cost
9 center, which separated the direct labor cost from the fringe cost.
10

11 116. This cost accounting change was disclosed via a revised CAS Disclosure
12 Statement.
13

14 117. For ManTech's PTW strategy, it needed the lowest labor rates feasible
15 for its proposal and wanted to artificially drive down its fringe rate to 23.8%.
16

17 118. In 2012, after the contract award, ManTech submitted a revised GCO
18 CAS Disclosure Statement that merged the new GCO cost center with the IS cost
19 center and created new increased FPRA rates, which increased the GCO fringe rate to
20 30%.
21

22 119. This was not disclosed to the TACOM Contracting Officer as required
23 by the Federal Acquisition Regulation, nor reviewed or approved by DCAA.
24

25 120. This fringe rate increase is not properly or reasonably distributed in
26 proportion to the benefits received, especially when the fringe rate for the GCO
27
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Exhibit 01

1 ManTech CLSS MRAP contract remained virtually unchanged at 30%, while all
2 other cost centers fringe rates were reduced by 5%.

3
4 121. FAR 31.203(e) provided that "... Contractors must notify the
5 Contracting Officer (CO) and the cognizant DCAA auditor of planned changes prior
6 to implementation. Contractors should consider pursuing an advance agreement with
7 the CO when changing allocation methods."

8
9 **ManTech retaliated against the Codys because they protested ManTech's**
10 **fraudulent underbidding and false claims.**

11 **a. After Kevin Cody protested ManTech's actions, ManTech management**
12 **circulated false rumors that he planned to resign.**

13
14 122. Since November 2012, ManTech management has circulated false
15 rumors that Kevin Cody planned to resign from ManTech.

16
17 123. These rumors began soon after Kevin Cody complained about
18 ManTech's fraudulent underbidding on the contract and raised concerns about
19 associated violations of internal financial controls and accounting principles during
20 the MRAP FOV CLSS proposal and bidding process.

21
22 124. In 2012, as detailed above, Kevin Cody made several inquiries and
23 complaints about ManTech's proposal on the MRAP FOV CLSS contract.

24
25 125. Kevin Cody's supervisors were familiar with each area of concern, as
26 Kevin Cody diligently made his concerns known both prior to proposal and after
27 contract award.
28

Exhibit 01

1 126. During the proposal process, Kevin Cody said he was concerned that
2 ManTech had failed to adequately increase the premium fringe rate, with the result
3 that millions of dollars that should have been included in the proposal were not
4 included.
5

6 127. Kevin Cody expressed his belief that ManTech was aware that the
7 premium was 100% higher than the bid proposal.
8

9 128. Kevin Cody expressed his belief that DL (Direct Labor) rates were too
10 low in the proposal, because the DL rates were based on greening efforts prior to
11 proposal and award.
12

13 129. Kevin Cody expressed his concern that the costs proposed to cover
14 indirect personnel were insufficient, because such costs only showed 14 personnel in
15 the Personnel Management Office (PMO) when there were in fact 60.
16

17 130. In February 2013, Kevin Cody also told ManTech management that his
18 concerns about the fraudulent underbidding also made him concerned that
19 ManTech's SEC-required internal financial controls had failed, and this failure of
20 internal controls could harm ManTech's shareholders.
21

22 131. ManTech leadership initiated false rumors that Kevin Cody planned to
23 resign, and did so because he had expressed his concerns about the fraudulent
24 underbidding and the associated failures of ManTech's internal financial controls and
25 internal accounting procedures.
26
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Exhibit 01

1 **b. After Muge Cody protested ManTech's actions, ManTech management**
2 **circulated false rumors that she planned to resign.**

3 132. Since late 2012, ManTech management has circulated false rumors that
4 Muge Cody planned to resign from ManTech.

5 133. These rumors began soon after Muge Cody complained about
6 ManTech's fraudulent underbidding on the contract and raised concerns about
7 associated violations of internal financial controls and accounting principles during
8 the MRAP FOV CLSS proposal and bidding process.
9

10 134. Muge Cody frequently expressed her concerns to her supervisors about
11 ManTech's ability to carry true labor costs and fringe costs on the contract.
12

13 135. Muge Cody expressed her concern that ManTech's proposed costs to
14 cover indirect personnel were insufficient, because such costs only showed 14
15 personnel in PMO when there were 60.
16

17 136. In February 2013, Muge Cody also told ManTech management that her
18 concerns about the fraudulent underbidding also made her concerned that ManTech's
19 SEC-required internal financial controls had failed, and this failure of internal
20 controls could harm ManTech's shareholders.
21

22 137. ManTech leadership initiated rumors false rumors that Muge Cody
23 planned to resign, and did so because she had expressed her concerns about the
24 fraudulent underbidding and the associated failures of ManTech's internal financial
25 controls and internal accounting procedures.
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Exhibit 01

1 **c. ManTech moved Muge Cody's division away from Kevin Cody's area of**
2 **responsibility following the Codys' protected activity, significantly**
3 **diminishing Kevin Cody's responsibilities.**

4 138. Following the Codys' complaints regarding ManTech's fraudulent
5 underbidding and its failed internal financial controls, ManTech moved Muge Cody's
6 division under the supervision of Senior Vice President and Program Executive
7 Michael Brogan.
8

9 139. As a result of this move, Kevin Cody no longer managed the MRAP
10 FOV contract, and ManTech had significantly diminished his responsibilities.
11

12 140. Kevin Cody asked Lou Addeo, the TSG Chief Operating Officer and
13 President, to explain the reason for Kevin Cody's diminished responsibilities.
14

15 141. Addeo said that it was inappropriate for Kevin Cody to manage his wife,
16 Muge Cody.
17

18 142. Kevin Cody responded that he and Muge Cody had been married for
19 over six years, their relationship had never caused any performance issues, and Muge
20 Cody had always worked under him as they grew the MRAP FOV business.
21

22 143. ManTech reassigned Muge Cody and diminished Kevin Cody's
23 responsibilities as retaliation for their previous expressions of concern about
24 ManTech's fraudulent underbidding and its failed internal financial controls.
25
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Exhibit 01

1 **d. ManTech retaliated against Muge Cody by excluding her from important**
2 **emails related to the MRAP CLSS program, thus diminishing her**
3 **responsibilities; and ManTech further reduced her duties after she**
4 **complained about the exclusion.**

5 144. Following Muge Cody's reassignment away from Kevin Cody on
6 December 19, 2012, Muge Cody fell under the supervision of Program Executive
7 Michael Brogan.

8 145. Nate Webster was hired as Muge Cody's deputy, effective January 28,
9 2013, although ManTech told Webster to report directly to Brogan.

10 146. After Muge Cody's retaliatory reassignment to Brogan, Brogan
11 repeatedly excluded Muge Cody from important emails regarding business
12 operations, while including Muge Cody's deputy, Webster.

13 147. Muge Cody complained to Human Resources about the retaliatory
14 exclusion and met with HR representatives to attempt to resolve the issue.

15 148. Despite Muge Cody's repeated complaint to her Human Resources
16 representatives, ManTech continues to exclude her from meetings and business
17 decisions, and has deliberately not provided her with financial documents she needs
18 to effectively perform her job functions.

19 149. Brogan's exclusion of Muge Cody from important emails regarding
20 business operations is retaliation for her previous expressions of concern about
21 ManTech's fraudulent underbidding and its failed internal financial controls.
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Exhibit 01

1 150. Since complaining about her exclusion from important decisions
2 regarding her proper business functions, Muge Cody's input has been summarily
3 dismissed by Brogan, Bonnie Cook, and Sandra Cogan, another ManTech manager.
4

5 151. Muge Cody responded to the false accusations by again complaining of
6 retaliation to her Human Resources representative, reiterating that ManTech had
7 intentionally underbid the contract, and that the issues for which she was being
8 blamed stemmed from that fraudulent underbidding.
9

10 152. The continued harassment of Muge Cody by ManTech's Business
11 Operations Unit management is retaliation for her expressions of concern regarding
12 ManTech's fraudulent underbidding and its failed internal financial controls, and for
13 her complaints about prior retaliation.
14
15

16 153. On June 26, 2013, Muge Cody met with Dan Keefe, the newly promoted
17 TSG COO, regarding the retaliation.
18

19 154. Keefe delivered a written statement in which he summarily dismissed all
20 complaints filed by Muge Cody to HR; he did not permit any discussion of the
21 complaints.
22

23 155. Following the June 26, 2013 meeting, Muge Cody again stated in
24 writing that ManTech had deliberately underbid the contract.
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Exhibit 01

1 156. Following the June 26, 2013 meeting, Muge Cody again stated in
2 writing that ManTech had retaliated against her for raising issues regarding
3 ManTech's failed internal financial controls.
4

5 157. Following the June 26, 2013 meeting, Muge Cody again said that since
6 her forced reassignment, Brogan and Cook had diminished her duties.
7

8 158. Prior to the June 26, 2013 meeting, Muge Cody again said that she had
9 been bullied and harassed by managers in the Business Operation Unit because she
10 had expressed her concerns about ManTech's underbidding.
11

12 159. During the June 26, 2013 meeting, Keefe responded by falsely accusing
13 Muge Cody of bullying and harassment.
14

15 **e. ManTech dismissed Kevin Cody's reports of retaliation.**

16 160. On June 26, 2013, Kevin Cody met with Keefe, the newly promoted
17 TSG COO, to discuss the retaliation Kevin Cody had suffered since disclosing
18 ManTech's fraudulent underbidding.
19

20 161. Keefe delivered a written statement in which he summarily dismissed all
21 complaints filed by Kevn Cody to HR; he did not permit any discussion of the
22 complaints.
23

24 162. Following the June 26, 2013 meeting, Kevin Cody again stated that
25 ManTech had deliberately underbid the contract.
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Exhibit 01

1 163. Following the June 26, 2013 meeting, Kevin Cody again stated that
2 ManTech had retaliated against him for reporting ManTech's failed internal controls
3 and its underbidding.
4

5 164. During the June 26, 2013 meeting, Keefe claimed that neither Kevin
6 Cody nor Muge Cody had complained about ManTech's internal controls.
7

8 165. Kevin Cody reiterated that he had complained about internal controls,
9 and he providing emails outlining his and Muge Cody's previous expressions of
10 concern.
11

12 166. Following the June 26, 2013 meeting, Kevin Cody again said that
13 ManTech had retaliated against him by demoting him on December 19, 2012.
14

15 **f. In October 2013, ManTech further diminished Kevin Cody's duties.**

16 167. On October 9, 2013, Kevin Cody learned that ManTech planned to
17 consolidate business units, moving and consolidating SSILOG into an organization
18 under the direction of Rick Simis.
19

20 168. Keefe further explained that the change was necessary because Kevin
21 Cody's business unit was currently valued at only \$10 million per year.
22

23 169. Kevin Cody's business unit was substantially larger than \$10 million per
24 year, but it had been significantly reduced by ManTech's earlier retaliation on
25 December 19, 2012 when ManTech stripped Kevin Cody's unit of the MRAP
26 business.
27
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Exhibit 01

170. By the October 9, 2013 reorganization, ManTech has further diminished Kevin Cody's duties, and reduced Kevin Cody's reputation in his field.

171. ManTech further diminished Kevin Cody's responsibilities on October 9, 2013 in retaliation for his expressions of concern regarding ManTech's fraudulent underbidding and its failed internal financial controls, and for his complaints about prior retaliation.

Count I: False Claims Act Violations
31 U.S.C. § 3729(a)(1) Against
Defendant

172. Kevin Cody and Muge Cody re-allege and incorporate the allegations set forth above as though fully alleged herein.

173. ManTech knowingly caused to be presented to the United States Government false or fraudulent claims for payment or approval under contract W56HZV-12-C-0127 (MRAP CLSS or "the contract").

174. ManTech knowingly and fraudulently induced the United States Government to award ManTech the MRAP contract, by knowingly and recklessly providing inaccurate cost and pricing information during the proposal period, in violation of FAR 30.201-3 *et seq.*

175. ManTech knowingly and fraudulently induced the United States Government to award ManTech the MRAP contract, by failing to apply Haz/Iso pay to direct labor costs, and instead placing this cost center in the fringe benefit

Exhibit 01

1 category, in violation of ManTech's Cost Accounting Standards Disclosure
2 Statements.

3
4 176. ManTech knowingly and fraudulently induced the United States
5 Government to award ManTech the MRAP contract, by falsely underfunding the
6 incumbent employee compensation, by adopting an average Direct Labor (DL) rate
7 for the bridge contract and applying this forward to the competitive proposal; and
8 ManTech did so knowing the bid proposal contained a changed Haz/Iso calculation
9 from all hours worked for the 84 hours work week, to only 40 hours of funding per
10 week.
11

12
13 177. ManTech's GCO cost segment, within the TSG, knowingly and
14 fraudulently manipulated the Fringe Rates for the MRAP CLSS proposal submitted
15 by ManTech in September 2011, and subsequently revised pursuant to numerous
16 Evaluation Notice Discussions (ENDs) with the U.S. government, in order to win the
17 resultant contract.
18

19
20 178. ManTech knowingly and falsely depressed their Fringe Rate from an
21 expected 60% to 47% as a part of ManTech's Price to Win (PTW) strategy for the
22 MRAP CLSS contract.
23

24
25 179. ManTech developed this strategy to lower its labor rates for professional
26 services and reduce its fringe costs by over \$12 million in order to win the new
27
28

Exhibit 01

1 contract, by not including all of the Hazardous and Isolation (Haz/Iso) pay as planned
2 Fringe expenses.

3
4 180. After the award of the MRAP CLSS contract, ManTech knowingly and
5 falsely reported the intentionally depressed Fringe Rate overages, pursuant to the
6 actual costs incurred on the contracts, as unplanned increases in the Fringe rates via
7 Variance Rate Revenue charges, which the U.S. Government paid.

8
9 181. For just two months, December 2012 and February 2013, the total
10 Variance Revenue charges falsely billed to the government were \$3,180,632.63.

11
12 182. All of these costs and more should have been included by ManTech in
13 the original proposal and the resultant MRAP CLSS contract.

14
15 183. During the period of January 2013 through September 2013, ManTech
16 knowingly made several false statements and submitted nine (9) fraudulent invoices
17 or false claims totally about \$6 million, in order to inappropriately recover indirect
18 cost shortfalls, due to its earlier fraudulent underpricing on the MRAP CLSS
19 proposal to win the contract.

20
21
22 184. In order to recoup the 44 hours of Haz/Iso pay that ManTech had failed
23 to request funds for in April 2012, ManTech knowingly caused to be presented to the
24 United States Government false or fraudulent claims for payment or approval, by
25 billing the U.S. Government Variance Rate charges to compensate for the *predictable*
26 budget shortfall.
27
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Exhibit 01

1 185. ManTech knowingly caused to be presented to the United States
2 Government false or fraudulent claims for payment or approval on March 15, 2013,
3 by fraudulently charging \$934,875.11 in Variance Rate charges for the period
4 November 5, 2012, through December 31, 2012, to compensate for GCO fringe that
5 was deliberately excluded from the initial bid of the contract.
6
7

8 186. ManTech knowingly caused to be presented to the United States
9 Government false or fraudulent claims for payment or approval on September 16,
10 2013, by fraudulently charging \$4,921,919 in GCO Fringe Variance Rate charges for
11 the period January 1, 2013, through September 6, 2014, to compensate for GCO
12 fringe which was deliberately excluded from the initial bid of the contract.
13
14

15 187. The projected sum of fraudulent claims for payment presented to the
16 United States Government, to compensate for GCO fringe which was deliberately
17 excluded from the initial bid of the contract, will be \$5,922,813.37 by December 31,
18 2013.
19

20 188. ManTech knowingly caused to be presented to the United States
21 Government false or fraudulent claims for payment or approval on September 16,
22 2013, by fraudulently invoicing an additional \$1,943,108 in retrospective G&A rates
23 for the period January 1, 2013, through September 6, 2013, in order to compensate
24 for G&A funds which was deliberately excluded from the initial bid of the contract.
25
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28

Exhibit 01

189. ManTech knowingly caused to be presented to the United States Government false or fraudulent claims for payment by invoicing retroactive G&A rates as a distinct and separate \$1,943,108, thus bringing the total current and projected damages through December 31, 2013 to \$7,865,921.37, in order to compensate for GCO Fringe and G&A funds which ManTech deliberately excluded from the initial bid of the contract.

Count II: False Claims Act Violations
31 U.S.C. § 3730(h) Against
Defendant

190. Kevin Cody and Muge Cody re-allege and incorporate the allegations set forth above as though fully alleged herein.

191. ManTech cannot retaliate against an employee who engages in protected conduct under the False Claims Act, 31 U.S.C. § 3730(h), by taking lawful actions in furtherance of an FCA action, including investigation for, testimony for, or assistance in an action filed under the FCA.

192. An employee has engaged in protected conduct when litigation under the False Claims Act is a distinct possibility, when the conduct reasonably could lead to a viable FCA action, or when litigation is a reasonable possibility.

193. An employee need not actually file a *qui tam* suit or even know about the protections of section 3730(h) to qualify for protection under the retaliation provision.

Exhibit 01

1 194. An employee who characterizes the employer's conduct as illegal or
2 fraudulent, or recommends that legal counsel become involved, engages in protected
3 conduct.
4

5 195. As set forth above, and in connection with the foregoing scheme,
6 ManTech conspired to get fraudulently-induced claims paid or approved by the U.S.
7 Government, in violation of the False Claims Act.
8

9 196. Kevin Cody and Muge Cody are both "employees," and ManTech is an
10 "employer," as those terms are defined by the False Claims Act.
11

12 197. ManTech unlawfully discriminated against Kevin Cody and Muge Cody,
13 as a result of the Codys performing lawful acts to stop one or more violations of the
14 False Claims Act, including reporting to ManTech's leadership the scheme by
15 ManTech to fraudulently induce, through underbidding, the U.S. Government to
16 award Mantech the MRAP CLSS contract; and to then disguise its underbidding by
17 submitting false claims for so-called "variances."
18
19

20 198. Kevin Cody and Muge Cody, in good faith, believed that the
21 underbidding they discovered and reported could have led to violations of the False
22 Claims Act.
23
24

25 199. Kevin Cody and Muge Cody took lawful actions in furtherance of an
26 FCA action by investigating the underbidding and warning ManTech of the
27 consequences of the underbidding.
28

Exhibit 01

200. A reasonable employee in the same or similar circumstances as Kevin Cody and Muge Cody might believe that ManTech was committing fraud against the U.S. Government.

201. ManTech unlawfully retaliated against Kevin Cody for his lawful acts to stop one or more violations of the False Claims Act by significantly diminishing his duties and responsibilities, and harming his professional reputation.

202. ManTech unlawfully retaliated against Muge Cody for her lawful acts to stop one or more violations of the False Claims Act by significantly diminishing her duties and responsibilities, and harming her professional reputation.

203. ManTech's stated reasons for its actions are pretext for retaliation.

204. To redress the harms Kevin Cody and Muge Cody have suffered as a result of the acts and conduct of ManTech in violation of 31 U.S.C. § 3730(h), Kevin Cody and Muge Cody are each entitled to damages including two times the amount of back pay, interest on back pay, and compensation for any special damages, including emotional distress, and any other damages available by law including litigation costs and reasonable attorneys' fees.

**Count III: Violations of the Dodd-Frank
Wall Street Reform and Consumer Protection Act of 2010
Section 922, 15 U.S.C. § 78u-6(h) Against Defendant**

205. Kevin Cody and Muge Cody re-allege and incorporate the allegations set forth above as though fully alleged herein.

Exhibit 01

1 206. ManTech is an “employer” as that term is defined by the Dodd–Frank
2 Wall Street Reform and Consumer Protection Act of 2010.

3 207. Kevin Cody and Muge Cody both made disclosures to ManTech that are
4 protected under the Sarbanes-Oxley Act of 2002, and are thus protected under
5 Section 922 of Dodd-Frank.
6

7 208. Those disclosures consist of statements by Kevin Cody and Muge Cody
8 to ManTech’s leadership that ManTech’s underbidding on the contract resulted from
9 failures of ManTech’s SEC-required internal financial controls, and this failure of
10 internal controls could harm ManTech’s shareholders.
11

12 209. As a result of those disclosures, Kevin Cody and Muge Cody are
13 protected from retaliation by ManTech under Section 922 of Dodd-Frank.
14

15 210. ManTech unlawfully retaliated against Kevin Cody, in violation of
16 Dodd-Frank, for his protected disclosures by significantly diminishing his duties and
17 responsibilities, and harming his professional reputation.
18

19 211. ManTech unlawfully retaliated against Muge Cody, in violation of
20 Dodd-Frank, for her protected disclosures by significantly diminishing her duties and
21 responsibilities, and harming her professional reputation.
22

23 212. ManTech’s stated reasons for its actions are pretext for retaliation.
24

25 213. To redress the harms Kevin Cody and Muge Cody have suffered as a
26 result of the acts and conduct of ManTech in violation of Section 922 of Dodd-Frank,
27
28

Exhibit 01

Kevin Cody and Muge Cody are each entitled to damages including two times the amount of back pay, interest on back pay, and compensation for any special damages, including emotional distress, and any other damages available by law including litigation costs and reasonable attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, the Relators, acting on behalf of and in the name of the United States of America, and on his and her own behalf, pray that judgment be entered against Defendant for violation of the False Claims Act and the Dodd–Frank Wall Street Reform and Consumer Protection Act of 2010 as follows:

1. In favor of the United States against Defendant for treble damages to the Federal Government from the submission of false claims, and the maximum civil penalties for each violation of the False Claims Act;
2. In favor of the Relators for the maximum amount pursuant to 31 U.S.C. § 3730(h) to include reasonable expenses, attorney fees, and costs incurred by the Relators;
3. For all costs of the False Claims Act civil action; and
4. In favor of the Relators and the United States for further relief as this court deems just and equitable; and

Exhibit 01

The Employment Law Group, P.C.
888 17th Street, NW, Suite 900
Washington, D.C. 20006
Ph: 202.331.2883 • Fax: 202.261.2835

- 1 5. Economic damages for lost wages and benefits, including two times the
- 2 amount of back pay, interest on the back pay, and compensation for any
- 3 special damages sustained as a result of the retaliation and reprisal;
- 4
- 5 6. Compensatory (non-economic) damages, including but not limited to
- 6 damages for emotional distress and loss of reputation;
- 7
- 8 7. Punitive damages to be determined at trial to punish ManTech for malicious
- 9 acts of retaliation and to deter it from similar retaliatory conduct toward
- 10 other employees;
- 11
- 12 8. Injunctive or equitable relief, as may be appropriate, to prevent further harm
- 13 to others and the public caused by ManTech's retaliation against
- 14 whistleblowers;
- 15
- 16 9. Reasonable litigation costs, expert fees, and reasonable attorneys' fees; and
- 17
- 18 10. Any other such relief that the Court may deem just and equitable.
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Exhibit 01

Respectfully submitted,
THE EMPLOYMENT LAW GROUP, P.C.

By:



David L. Scher, Esq.
California Bar No. 184562
R. Scott Oswald, Esq. (to be admitted *pro hac vice*)
The Employment Law Group, P.C.
888 17th Street, NW, Suite 900
Washington, D.C. 20006
(202) 261-2802
(202) 261-2835 (facsimile)
dscher@employmentlawgroup.com
soswald@employmentlawgroup.com
Counsel for the Relators

Dated: December 4, 2013.

Exhibit 01

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served
via UPS, on this 9th day of December 2013, upon:

Eric Holder, Esq.
Attorney General of the United States
Office of the Attorney General, Civil Division
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Andre Birotte, Esq.
United States Attorney General
United States Attorney's Office
Central District of California
312 North Spring Street
Suite 1200
Los Angeles, California 90012

Abraham Meltzer, Esq.
Assistant United States Attorney
Civil Fraud Section
Federal Building, Suite 7516
300 N. Los Angeles St.
Los Angeles, California 90012
Phone: 213-894-7155

Wendy Weiss, Esq.
Chief, Civil Fraud Division
United States Attorney's Office
Central District of California
300 N. Los Angeles St.
Room 7516
Los Angeles, CA 90012
Phone: 213-894-0444

Exhibit 01

1 John Lee
2 Assistant United States Attorney
3 United States Attorney's Office
4 Central District of California
5 300 N. Los Angeles St.
6 Los Angeles, California 90012
7 Phone: 213-894-3995



8 David L. Scher, Esq.
9 California Bar No. 184562
10
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Exhibit 01

jhennessey@jahlegal.com

From: jhennessey@jahlegal.com
Sent: Friday, October 29, 2021 2:26 PM
To: 'Peterson, Nick'; 'Thomas, Roderick'; 'Bradshaw, Michelle'
Cc: jhennessey@jahlegal.com
Subject: RE: ManTech: Availability of Current ManTech Employees for Deposition
Attachments: 2021.10.29.Locklear.RFP.4.and.5.to.ManTech.pdf

Dear Rod, Nick, and Michelle,

The executed contract documents referenced in my two emails below should have produced pursuant to Larry Hawkins RFP No. 7. To my knowledge, ManTech has not provided an index to its document production nor did it produce its documents in accordance with either 1) the Relator-specific requests or 2) the particular RFPs. I am still awaiting your assistance in identifying, by Bates range, the actual executed, operative contract and modifications/options from the 50K pages of documents you have produced. However, you have not responded.

Attached is James Locklear's RFP No. 4 asking for the production, in chronological order "the originally-executed Contract No. W56HZV-12-C-0127 and all executed contract modifications or options." To assist with the calculation of damages, Relator Locklear also propounds RFP 5, "all documents that reflect payments made by the United States to ManTech under No. Contract W56HZV-12-C-0127 including but not limited to wire transfers, deposits, checks, credits, bank statements, or other documents demonstrating that ManTech was paid and/or reimbursed by the United States."

I hope to have James Locklear's interrogatory responses to you early next week.

With kind regards and hope for better weather than we are seeing today,

Joe Hennessey

The Law Office of Joseph Hennessey, LLC
2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815
301-351-5614
jhennessey@jahlegal.com
<http://www.jahlegal.com>
SKYPE: jfredskype3767

From: jhennessey@jahlegal.com <jhennessey@jahlegal.com>
Sent: Tuesday, October 26, 2021 4:34 PM
To: 'Peterson, Nick' <NPeterson@wiley.law>; 'Thomas, Roderick' <RThomas@wiley.law>; 'Bradshaw, Michelle' <MBradshaw@wiley.law>
Cc: 'jhennessey@jahlegal.com' <jhennessey@jahlegal.com>
Subject: RE: ManTech: Availability of Current ManTech Employees for Deposition

Nick,

Can you provide the requested Bates numbers? Thank you.

Exhibit 02

Joe

From: jhennessey@jahlegal.com <jhennessey@jahlegal.com>
Sent: Thursday, October 21, 2021 3:39 PM
To: 'Peterson, Nick' <NPeterson@wiley.law>; 'Thomas, Roderick' <RThomas@wiley.law>; 'Bradshaw, Michelle' <MBradshaw@wiley.law>
Cc: 'jhennessey@jahlegal.com' <jhennessey@jahlegal.com>
Subject: RE: ManTech: Availability of Current ManTech Employees for Deposition

Dear Rod, Nick, and Michelle,

To ensure the accuracy of my assertions below, could you identify the Bates range of the final, executed, original contract between ManTech and the Army in your document production? I thought we had identified it but I'd appreciate your confirmation.

With gratitude,

Joe

From: jhennessey@jahlegal.com <jhennessey@jahlegal.com>
Sent: Thursday, October 21, 2021 12:54 PM
To: 'Peterson, Nick' <NPeterson@wiley.law>; 'Thomas, Roderick' <RThomas@wiley.law>; 'Bradshaw, Michelle' <MBradshaw@wiley.law>
Cc: jhennessey@jahlegal.com
Subject: RE: ManTech: Availability of Current ManTech Employees for Deposition

Dear Nick, Rod, and Michelle,

Thank you for your correspondence of yesterday. With respect to SAMS-E timesheets, I read with surprise your statement "the Contract did not obligate ManTech to maintain SAMS-E man hour sheets for MSF employees." As an initial matter, your statement seems contrary to the general record-keeping and document retention obligations articulated at Federal Acquisition Regulation 48 CFR § 4.703 ("contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies"). Specifically, and with respect to SAMS-E requirements, your statement seems contrary to the language of the contract which states (at ManTech Produced MANTECH-00008680) "Contractor shall assure all activities associated with the repair or other services conducted on the vehicle are documented in SAMS-E at the time of presentation to the Government for vehicle acceptance. No vehicle shall be accepted by the Government without being fully documented in SAMS-E." (emphasis added).

With respect to the Millbrook records, I don't think your representation viz. Millbrook's record keeping requirements and obligation to produce documents to ManTech is inaccurate. The Millbrook Purchase Order states "EXAMINATION OF RECORDS: The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to (i) Examine any of the Seller's or any subcontractors' records that pertain to, and involve transactions relating to, this Order; and (ii) Interview any officer or employee regarding such transactions." (emphasis added). MANTECH-00001600. ManTech's Purchase Order additionally made clear that its own record keeping requirements at FAR 52.215-2 flowed down to Millbrook. MANTECH-00001601.

Exhibit 02

Given that ManTech was already under a legal/contractual obligation to save documentation related to SAMS-E and Millbrook was already under a legal obligation to document, as a proxy for ManTech, its services under its subcontract, Brogan's expressed prediction of litigation related to the MRAP contract obligated ManTech to preserve these records, literally, indefinitely. The AUTHORIZATION FOR USE OF MILITARY FORCE AGAINST IRAQ RESOLUTION OF 2002 has been deemed to be a declaration of war and, per the False Claims Act, that statute of limitations on the government's right of action for False Claims Act violations does not even begin to run until five years after the withdrawal of Congress's authorization (see 18 USC 3287). Nineteen years after this AUMF, Congress *still* has not withdrawn the authorization (see <https://www.congress.gov/bill/117th-congress/house-bill/2561n>).

The pleasure of a reply is requested.

With kind regards,

Joe Hennessey

The Law Office of Joseph Hennessey, LLC
2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815
301-351-5614
jhennessey@jahlegal.com
<http://www.jahlegal.com>
SKYPE: jfredskype3767

From: Peterson, Nick <NPeterson@wiley.law>
Sent: Wednesday, October 20, 2021 5:35 PM
To: jhennessey@jahlegal.com; Thomas, Roderick <RThomas@wiley.law>; Bradshaw, Michelle <MBradshaw@wiley.law>
Subject: RE: ManTech: Availability of Current ManTech Employees for Deposition

Joe,
Confirmed we have successfully downloaded relators' supplemental productions to date and will follow-up with any questions. Thanks.

As we explain more fully in the attached letter, we do not believe there are any spoliation issues as ManTech does not have "possession, custody, or control" of the requested documents. To the extent you still would like to do a 30(b)(6) deposition, we ask that you describe with particularity each matter you intend to cover at the deposition. Once we have that, we will be in a better position to discuss a deponent and dates.

As to Helen Huang, we are not authorized to accept a deposition notice for her at this time since she will no longer be a ManTech employee. However, we can do our best to engage her on this if you provide some proposed dates. Before otherwise pursuing her deposition, we ask that you confirm our availability for specific dates.

Thanks,
Nick



Nick Peterson
Attorney at Law
npeterson@wiley.law

Wiley Rein LLP • 1776 K Street NW • Washington, DC 20006
o: 202.719.7466
[Download V-Card](#) | wiley.law | [Bio](#)

Exhibit 02

From: jhennessey@jahlegal.com <jhennessey@jahlegal.com>
Sent: Tuesday, October 19, 2021 1:56 PM
To: Peterson, Nick <NPeterson@wiley.law>; Thomas, Roderick <RThomas@wiley.law>; Bradshaw, Michelle <MBradshaw@wiley.law>
Cc: jhennessey@jahlegal.com
Subject: RE: ManTech: Availability of Current ManTech Employees for Deposition

External Email

Nick,

My apologies for not being able to follow-up on this email – I have been focusing on addressing what you all have termed as Relators’ document production deficiencies. I sent you documents in the last several days. Let me know if you’ve had any trouble downloading them.

Given what I have identified as a spoliation issue in my previous emails, I think its probably best to start with a Rule 30(b)(6) deposition of ManTech’s custodian of records. When can that be arranged?

Also, I’d be grateful for a substantive reply to the questions posed in my last email on the subject (attached).

Going forward, are you authorized to accept service of a subpoena directed at Helen Huang?

Joe

From: Peterson, Nick <NPeterson@wiley.law>
Sent: Thursday, October 14, 2021 12:30 PM
To: jhennessey@jahlegal.com; Thomas, Roderick <RThomas@wiley.law>; Bradshaw, Michelle <MBradshaw@wiley.law>
Subject: RE: ManTech: Availability of Current ManTech Employees for Deposition

Joe:

Following up on your requests for deposition dates in November and December, we’ve been able to pin down the availability for four additional witnesses. See below. Please note that one witness is October 22nd – Helen Huang. We would appreciate it if you can accommodate her availability as she is departing from the company. We recently learned that October 22 is her last day, and we cannot assure her availability once she leaves the company. At a minimum, since she will be transitioning into a new job, it may be a while before she’s in position to be deposed again.

- Helen Huang: October 22
- Dustin Terry: November 1 and 2
- Sandra Cogan: November 8–12
- Michael Hansford: December 1–3

As we mentioned last Friday, Mike Brogan is also available for deposition on November 8, 10, 11, and 16–19.

Let us know if these dates work for you so we can put them on the calendar. We have also attached a proposed remote deposition protocol.

Thanks,
Nick

Exhibit 02



Nick Peterson
Attorney at Law
npeterson@wiley.law

Wiley Rein LLP • 1776 K Street NW • Washington, DC 20006

o: 202.719.7466

[Download V-Card](#) | wiley.law | [Bio](#)

From: jhennessey@jahlegal.com <jhennessey@jahlegal.com>

Sent: Friday, October 1, 2021 10:52 AM

To: Thomas, Roderick <RThomas@wiley.law>; Peterson, Nick <NPeterson@wiley.law>; Bradshaw, Michelle <MBradshaw@wiley.law>

Cc: jhennessey@jahlegal.com

Subject: ManTech: Availability of Current ManTech Employees for Deposition

External Email

Dear Rod, Nick, and Michelle,

Further to my email of earlier today, I write to check the availability for depositions of the following persons whom we believe are still ManTech employees: Helen Huang, Terry Dustin, Sandra Cogan, and Michael Hansford.

With kind regards,

Joe Hennessey

The Law Office of Joseph Hennessey, LLC

2 Wisconsin Circle, Suite 700

Chevy Chase, MD 20815

301-351-5614

jhennessey@jahlegal.com

<http://www.jahlegal.com>

SKYPE: jfredskype3767

From: jhennessey@jahlegal.com <jhennessey@jahlegal.com>

Sent: Friday, October 01, 2021 10:40 AM

To: rthomas@wileyrein.com; npeterson@wileyrein.com; 'Bradshaw, Michelle' <MBradshaw@wiley.law>

Cc: jhennessey@jahlegal.com; jhennessey@jahlegal.com

Subject: ManTech: Relator/Plaintiff Defendant Deposition Schedule

Dear Rod, Nick, and Michelle,

Relator/Plaintiffs provide notice that they will be scheduling an initial phase of depositions of various witnesses each Tuesday and Friday from November 9-December 17, 2021. Typically, such depositions will start at 10:00 and will be conducted via Zoom. If you have a court reporter that you might recommend – who is experienced in taking depositions in this pandemic environment – we'd be open to any suggestions. We are confident that this advance notice will provide you the opportunity to plan accordingly. We have yet to assign particular date/time slots for particular witnesses but look forward to working with you to see who might be available on various dates (and to give you the

Exhibit 02

heads up on any subpoenas that we might have to issue to compel deposition attendance for any witnesses who no longer work for ManTech).

With kind regards,

Joe Hennessey

The Law Office of Joseph Hennessey, LLC
2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815
301-351-5614
jhennessey@jahlegal.com
<http://www.jahlegal.com>
SKYPE: jfredskype3767

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Exhibit 02

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA *ex rel.*
Larry Hawkins, *et al.*,
Plaintiffs

v.

MANTECH INTERNATIONAL
CORPORATION *et al.*,
Defendants.

Civil Action No. 15-2105 (ABJ)

Plaintiff/Relator James Locklear's
Request for the Production of
Documents 4 and 5 to ManTech
International Corporation and ManTech
Telecommunications and Information
Systems Corporation

Plaintiff/Relator James Locklear ("Relator Locklear"), by counsel and pursuant to Federal Rule of Civil Procedure 26 and 34, serves the following Requests for Production to Defendants ManTech International Corporation and ManTech Telecommunications and Information Systems Corporation (together "ManTech"), for response within 30 days. These Requests for Production shall be deemed to be continuing to the fullest extent permitted by the Rules, and ManTech shall provide Mr. Sawyer with all supplemental answers and additional information that shall become available to ManTech at a later date.

DEFINITIONS AND INSTRUCTIONS

The following Requests are subject to the definitions and instructions set forth below:

1. The term "Contract" shall refer to the Contractor Logistics Sustainment and Support Services contract, No. W56HZV-12-C-0127 including but not limited to any modifications thereto and all options exercised by the government with respect to the Contract.

TIME PERIOD

Unless otherwise indicated, these Requests are limited to the time period from January 1, 2010 to January 1, 2016.

Exhibit 02

DOCUMENT REQUESTS

4. Produce, in chronological order, *i.e.*, order of contract execution, the originally-executed Contract No. W56HZV-12-C-0127 and all executed contract modifications or options.
5. Produce, in chronological order, all documents that reflect payments made by the United States to ManTech under No. Contract W56HZV-12-C-0127 including but not limited to wire transfers, deposits, checks, credits, bank statements, or other documents demonstrating that ManTech was paid and/or reimbursed by the United States.

/s/ Joseph A. Hennessey
Joseph A. Hennessey, Esq.
The Law Office of Joseph Hennessey, LLC
2 Wisconsin Circle, Suite 700
Chevy Chase, Maryland 20815
Telephone: (301) 351-5614
Email: jhennessey@jahlegal.com

Dated: Friday, October 29, 2021

CERTIFICATE OF SERVICE

I hereby certify that on October 29, 2021, a copy of the foregoing was served via electronic mail upon the following via email as agreed by the parties:

*Counsel for ManTech International Corporation and
ManTech Telecommunications Information Systems
Corporation:*

Michelle Bradshaw
mbradshaw@wiley.law

P. Nicholas Peterson
npeterson@wileyrein.com

Roderick L. Thomas
rthomas@wileyrein.com

Wiley Rein LLP
1776 K Street, NW Washington, DC 20006
Telephone: 12027197297
Fax: 12027197049

By: /s/ Joseph A. Hennessey
Joseph A. Hennessey, Esq.
The Law Office of Joseph Hennessey, LLC
2 Wisconsin Circle, Suite 700
Chevy Chase, Maryland 20815
Telephone: (301) 351-5614
Email: jhennessey@jahlegal.com

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA *ex rel.*
Larry Hawkins, *et al.*,
Plaintiffs

Civil Action No. 15-2105 (ABJ)

v.

MANTECH INTERNATIONAL
CORPORATION *et al.*,
Defendants.

RELATOR/PLAINTIFFS' FED. R. CIV. P. 26 (a)(1) DISCLOSURES

Pursuant to Fed. R. Civ. P. 26(a)(1), Relators in the above-captioned action, by and through undersigned counsel, hereby provide the following disclosures:

I. DISCLOSURES

A. Persons with Knowledge

1. Relators.

Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(i), Relator/Plaintiffs, listed below, have information related to their own claims and allegations:

Larry Hawkins

Randall Hayes

Kent Nelson

Clinton Sawyer

2. Defendants' Employees and Representatives.

Name

Proffer of Knowledge Held

Addeo, Louis
President, ManTech Technical
Services Group

Mr. Addeo is expected to have knowledge of representations made to the United States with respect to Contract No. W56HZV-12-C-0127.

Campbell, Scott
Manager, ManTech Technical
Services

Mr. Campbell is expected to have information regarding the management of ManTech employees in Kuwait.

Cook, Bonnie Senior Vice President of Business Operations ManTech International	Ms. Cook is expected to have knowledge of representations made to the United States with respect to Contract No. W56HZV-12-C-0127.
Cody, Kevin Former President and General Manager ManTech Technical Services Group	Mr. Cody is expected to have knowledge of representations made to the United States with respect to Contract No. W56HZV-12-C-0127.
Cody, Muge Program Manager ManTech Technical Services	Ms. Cody is expected to have knowledge of representations made to the United States with respect to Contract No. W56HZV-12-C-0127.
Crowley, Mike ManTech Manager at the KMSF	Mr. Cowley was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.
Danks, John ManTech Manager at the KMSF	Mr. Danks was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.
Delano, "Bud" Manager ManTech Technical Services	Mr. Delano was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.
Earhart, Brian ManTech Manager at KMSF	Mr. Earhart was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.
Etzler, Claude Vice President of Financial Operation and Compliance ManTech International	Mr. Etzler is expected to have knowledge of representations made to the United States with respect to Contract No. W56HZV-12-C-0127.
Gaurneri, John Supervising Manager ManTech Technical Services	Mr. Gaurneri was the supervising manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.
Holt, Marvin ManTech Manager KMSF	Mr. Holt was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.
Hunter, Keith ManTech Manager at the KMSF	Mr. Hunter was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.

Johnson, Christopher
ManTech Line Manager,
KMSF

Mr. Johnson was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.

Pedersen, George
Chairman and CEO
ManTech International

Mr. Pedersen is expected to have knowledge of representations made to the United States with respect to Contract No. W56HZV-12-C-0127.

Rice, Leonard
ManTech Line Manager,
Afghanistan

Mr. Rice was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.

Torez, Robert
ManTech Line Manager,
KMSF

Mr. Torez was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.

Wilson, Travis
ManTech manager at the
KMSF

Mr. Wilson was a manager at the KMSF and is expected to have information regarding the management of ManTech employees, including Relators, in Kuwait.

3. Possible U.S. Government and Military Witnesses

Name

Proffer of Knowledge Held

Bursey, Loretta
U.S. Army Contracting
Command ("ACC")

Loretta Bursey is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

Cannon, Michael
ACC

Michael Cannon is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

Hawes, Nick
ACC

Nick Hawes is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

Leli, Ricardo
ACC

Ricardo Leli is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

Morrow, Leon
ACC

Leon Morrow is expected to have knowledge of ManTech's representations to the United States in the performance of

Contract No. W56HZV-12-C-0127.

Marks, Alton
ACC

Alton Marks is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

Matthews, Steven
ACC

Steven Matthews is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

Morales, Elena
ACC

Elena Morales is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

Pollard, Tony
ACC

Tony Pollard is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

Pruitt, Vittoria
ACC

Vittoria Pruitt is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

Urbina, Alex
ACC

Alex Urbina is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

West, Derek
ACC

Derek West is expected to have knowledge of ManTech's representations to the United States in the performance of Contract No. W56HZV-12-C-0127.

4. Possible Other Fact Witnesses.

Arthur, Anthony
Contact information known by ManTech through employment records.

Mr. Arthur was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Baldado, Rudy
Contact information known by ManTech through employment records.

Mr. Baldado was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of

Exhibit 03

overtime, and confiscation of its employees' passports.

Barredo, Jhumar

Contact information known by ManTech through employment records.

Mr. Carter was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Bates, James

Contact information known by ManTech through employment records.

Mr. Bates was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Bess, Larry

Contact information known by ManTech through employment records.

Mr. Bess was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Bole, Nathan

Contact information known by ManTech through employment records.

Mr. Bole was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Bowker, Jon

Contact information known by ManTech through employment records.

Mr. Bowker was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Bradley, Luther

Contact information known by ManTech through employment records.

Mr. Bradley was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Brockington, Ernest

Contact information known by ManTech through employment records.

Mr. Brockington was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Burch, Joshua

Mr. Burch was a mechanic at the KMSF and is expected to be

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Contact information known by ManTech through employment records.

is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Cain, Darius

Contact information known by ManTech through employment records.

Mr. Cain was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Campos, Peter

Contact information known by ManTech through employment records.

Mr. Campos was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Carter, Alexis Marcus

Contact information known by ManTech through employment records.

Ms. Carter was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Cavazos, Mario

Contact information known by ManTech through employment records.

Mr. Cavazos was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Cromartie, Bonita

Contact information known by ManTech through employment records.

Ms. Cromartie was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Dasher, Vernon

Contact information known by ManTech through employment records.

Mr. Dasher was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Daniels, William

Contact information known by ManTech through employment records.

Mr. Daniels was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Diaz, Misael

Contact information known by ManTech through employment records.

Mr. Diaz was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Jhun-Echon, Arestides

Contact information known by ManTech through employment records.

Mr. Jhun-Echon was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Emery, Joseph

Contact information known by ManTech through employment records.

Mr. Emery a former employee of SAIC and is expected to be knowledgeable about the quality of the air at the KMSF.

Evans, Ross

Contact information known by ManTech through employment records.

Mr. Evans was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Everette, Tamar

Contact information known by ManTech through employment records.

Ms. Everette is a former SAIC employee who worked as the SAMS-E clerk at the KMSF. She is expected to be knowledgeable about the process of entering manhours into SAMS-E.

Flores, Manny

Contact information known by ManTech through employment records.

Mr. Flores was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Foster, Jason

Contact information known by ManTech through employment records.

Mr. Foster was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Freeman, Lawrence

Contact information known by ManTech through employment records.

Mr. Freeman was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Gatson, Michael

Contact information known by ManTech through employment records.

Mr. Gaston was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Garvey, Kevin

Contact information known by ManTech through employment records.

Mr. Garvey was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Gates, James

Address unknown

Mr. Gates was a human resources manager at Ranger Land Systems who is expected to be is knowledgeable about Kuwait's immigration laws and employment laws.

Gee, James

Contact information known by ManTech through employment records.

Mr. Gee was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Gomez, Oscar

Contact information known by ManTech through employment records.

Mr. Gomez was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Greene, Jerome

Contact information known by ManTech through employment records.

Mr. Greene was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Gyamfi, Cecil

Contact information known by ManTech through employment records.

Mr. Gyamfi was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Hawkins, Justin

Contact information known by

Mr. Hawkins was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with

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ManTech through employment records.

respect to non-compliance with Kuwait's immigration and labor law, misreporting of manhours, disregard of safety requirements, non-payment of overtime, and confiscation of its employees' passports.

Holmes, Leroy

Contact information known by ManTech through employment records.

Mr. Holmes was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Inthavong, David Aire

Contact information known by ManTech through employment records.

Mr. Inthavong was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Jacobs, Christopher

Contact information known by ManTech through employment records.

Mr. Jacobs was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Jimenez, Carlos

Contact information known by ManTech through employment records.

Mr. Jimenez was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Jakubowski, Ryan

Contact information known by ManTech through employment records.

Mr. Jakubowski was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Kendrick, Kyle

Contact information known by ManTech through employment records.

Mr. Kendrick was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Korte, Kelly

Contact information known by ManTech through employment records.

Mr. Korte was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Lambey, Frank

Contact information known by ManTech through employment records.

Mr. Lambey was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Locklear, James

(Mr. Locklear is represented by Relators/Plaintiffs' Counsel).

Mr. Locklear is a former plaintiff. Mr. Locklear a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to non-compliance with Kuwait's immigration and labor law, misreporting of manhours, disregard of safety requirements, non-payment of overtime, and confiscation of its employees' passports.

Logan, Courtney

Contact information known by ManTech through employment records.

Mr. Logan was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Logan, Justin

Contact information known by ManTech through employment records.

Mr. Logan was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Lopez, Guillermo

Contact information known by ManTech through employment records.

Mr. Lopez was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Lowery, April

Orlando, FL

Ms. Lowery was a safety officer at the KMSF. She is expected to be knowledgeable about the safety processes at the KMSF including air quality tests.

Luna, Fernando

Contact information known by ManTech through employment records.

Mr. Luna was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

McNeil, Travis

Contact information known by ManTech through employment records.

Mr. McNeil was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Nesbitt, Jessica

Contact information known by ManTech through employment records.

Ms. Nesbitt was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Nipper, James

Contact information known by ManTech through employment records.

Mr. Nipper was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Nicely, Marc

Contact information known by ManTech through employment records.

Mr. Nicely was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Nomura, Mika

Contact information known by ManTech through employment records.

Mr. Nomura was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Palmer, Mel

Kuwait City
Kuwait
011 +965-9964-6477

Mr. Palmer worked in the Human Resources Department for VSE and is expected to be knowledgeable about the requirements for working legally in Kuwait.

Ortiz, Josean

Contact information known by ManTech through employment records.

Mr. Ortiz was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Phillips, LaDarius

Contact information known by ManTech through employment records.

Mr. Phillips was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Presor, Garrett

Contact information known by ManTech through employment records.

Mr. Presor was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Ricketts, Jason

Contact information known by ManTech through employment records.

Mr. Ricketts was an inspector to was tasked with inspecting the quality of ManTech's work at the KMSF. Mr. Ricketts is expected to be knowledgeable about the acceptance rate of ManTech-serviced vehicles.

Riley, Lydell

Contact information known by ManTech through employment records.

Mr. Riley was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Shivers, Kenneth

Contact information known by ManTech through employment records.

Mr. Shivers was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Smalls, Elton

Contact information known by ManTech through employment records.

Mr. Smalls was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Suggs, Andre

Contact information known by ManTech through employment records.

Mr. Suggs was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Tillis, Jerry

Contact information known by ManTech through employment records.

Mr. Tillis was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Turner, Tamecia

Contact information known by ManTech through employment records.

Ms. Turner was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

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Ward, Jonathan

Contact information known by ManTech through employment records.

Mr. Ward was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Weir, Kevin

Contact information known by ManTech through employment records.

Mr. Weir was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

The Family of Fred Wells
Orlando, FL

It is expected that the wife of Fred Wells will testify that the cancer that killed him resulted from the toxic air at the KMSF.

White, Leonard

Contact information known by ManTech through employment records.

Mr. White was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Wicke, David

Contact information known by ManTech through employment records.

Mr. Wicke was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Williams, Donta

Contact information known by ManTech through employment records.

Donta was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Willis, Jeffrey

Contact information known by ManTech through employment records.

Mr. Willis was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Urquiza, Jose

Contact information known by ManTech through employment records.

Mr. Urquiza was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

Yumul, Tristan

Contact information known by

Mr. Yumul was a mechanic at the KMSF and is expected to be is knowledgeable about ManTech's practices with respect

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ManTech through employment records. to compliance Kuwait's immigration and labor law, reporting of manhours, adherence to safety practices, non-payment of overtime, and confiscation of its employees' passports.

5. Witnesses Identified by Defendants. Witnesses identified by the defendants in this action may also have discoverable information that Plaintiffs-Relators may use to support their claims.

6. Other Potential Witnesses. Discovery is at its inception and Plaintiffs-Relators' investigation into facts and circumstances related to this case is ongoing. Therefore Plaintiffs-Relators expressly reserve the right to the right to supplement, revise, amend, or otherwise modify the response contained herein.

B. Description of Documents

Relators' investigation is not complete, but Relators are producing, simultaneous with this disclosure, 550-pages of documents from the following sources that at this time are in their possession and may be used to support their claims:

Hawkins, Larry	Bates Nos. 001-030
Hayes, Randall	Bates Nos. 031-070
Locklear, James	Bates Nos. 071-134
Nelson, Kent	Bates Nos. 135-402
Sawyer, Clinton	Bates Nos. 403-550

C. Damages Computation

Relators intend to pursue several damages theories with respect to the FCA claims: (1) actual damages for fraudulent inducement of the contract and (2) over-billing for hours worked during the options periods described. In addition, Relators will seek to reinstate FCA claims based on an implied false certification theory with respect to compliance with the TVPRA. In addition, Relators will also seek the imposition of civil monetary penalties for each false record that was

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created to cause false claims to be created.

Concerning fraudulent inducement, Relators have alleged that ManTech management caused the under-reporting of direct labor man hours in order to present a false impression of efficiency so that ManTech would have a commendable existing performance history as the U.S. Army considered whether or not to award more lucrative contract options. Relators intend to seek the full value of these contract options (\$2,026,553,932.72) as damages for fraudulent inducement – and amount that would be subject to treble damages under the FCA. *See United States ex rel. Feldman v. van Gorp*, 697 F.3d 78, 90 (2d Cir. 2012). Though Relators anticipate that ManTech will counter full-value damages by arguing that the Army received the benefit of the bargain on the contract options, ManTech can expect Relators to counter-argue that any payments due for the bargain allegedly received by the Army are barred because of ManTech’s violation of the TVPRA (addressed below).

Relators prove actual damages in the form of payments for hours that were overbilled. Relators have direct knowledge of ManTech’s insistence that they falsify direct-labor hours (*see* ¶¶122-145 of the Second Amended Complaint (“SAC”)). Relators expect discovery will reveal additional evidence of such overbilling. Damages are trebled under the FCA.

The United States government has announced a “zero tolerance” policy with respect to those engaged in violations of the TVPRA. The SAC alleges that ManTech impliedly violated the FCA by wrongfully seeking payment from the United States where it pervasively violated the TVPRA while at the same time certifying its compliance with the TVPRA (*see Universal Health Services, Inc. v. Escobar*, 136 S. Ct. 1989 (2016)). Though the Court has dismissed this claim without prejudice, Relators are confident that discovery will yield sufficient evidence to proceed on this FCA theory. Given the United States “zero tolerance” toward forced labor/human

trafficking, Relators will seek to disgorge all of the money paid to ManTech under Contract No. W56HZV-12-C-0127. *See United States ex rel. Wall v. Circle C Constr, LLC*, 813 F.3d 616, 618 (6th Cir. 2016) (describing the negating effect of “moral taint”). *See also* Consolidated Appropriations Act, 2014, H.R. 3547, 113th Cong. (“None of the funds made available [under the Department of Defense Appropriations Act] may be used in contravention” of TVPRA and the Trafficking Victims Protection Act of 2000.).

Relators will seek civil monetary penalties for each false submission of hours. Pursuant to 28 CFR 85.3 (a)(9), the civil monetary penalties for a False Claim Act violation fall within a range of \$5,000.00 to \$11,000.00 per violation. Relators maintain that in the case of ManTech, each false mis-recording of a direct labor hour constitutes a separate trigger for the imposition of a civil monetary penalty because each such false entry entailed the making and/or use of “a false record or statement material to a false or fraudulent claim,” 31 U.S.C. § 3729. Given that ManTech ordered the falsification of originally-entered direct labor hours for the purpose of defeating detection of its false claims and considering that each false recordation of time also polluted the Army’s SAMS-E data, Relators will seek the maximum civil monetary penalty of \$11,000 per violation. *See United States ex rel. Schwedt v. Planning Research Corp.*, 59 F.3d 196, 199-201 (D.C. Cir. 1995) (The FCA “penalizes the presentation of a ‘false or fraudulent claim for payment’ or the use of ‘a false record or statement to get a false or fraudulent claim paid.’” quoting 31 U.S.C. Sec. 3729(a) and citing *United States v. Bornstein*, 423 U.S. 303, 313 (1976) (making clear that it is specific conduct that triggers civil monetary penalties); *see also United States ex Rel. Int’l Bhd. Of Elec. Workers Local Union No. 98 v. Farfield Co.*, (E.D. PA. No. 09-4230, February 5, 2020) (“[N]othing in the statute requires the court to impose penalties based on the number of false claims under [the presentment clause of] §3729(a)(1)(A), instead of the number of false statements under

§ 3729(a)(1)(B).”). These civil monetary penalties accumulate quickly.

Under 48 C.F.R. § 52.222-50, “Combating Trafficking in Persons,” contractors and their employees are forbidden to “use forced labor in the performance of the contract.” The clause applies to all contracts and subcontracts, including those for commercial items. *Id.* at § 22.1705. Failure to comply can trigger termination for default, suspension of contract payments, loss of award fee, and debarment. *Id.* at § 52.222- 50(e). For our TVPRA claims, we also expect to prove significant damages on behalf of each of the Relators. ManTech violated TVPRA by: abusing U.S. and Kuwait laws, *e.g.*, confiscating passports; causing Relators to engage in criminal acts by failing to obtain for them valid Resident Visas (“Visa 18s”) or valid work permits; forcing Relators to engage in further illegal acts (illegal visa runs to feign an entry status as a “tourist”); exposing Relators to unconscionable work conditions (exposure to toxic fumes, violations of maximum work hours and failure to provide overtime pay) that would be illegal under both U.S. and Kuwaiti law (laws that did not protect relators since they were outside the United States yet not legally present in Kuwait) and threatening Relators with financial hardship if they dared to leave Kuwait. In addition to restitution and damages to be paid to Relators, we will seek the disgorgement of profits realized by ManTech.

Emphasizing the paramount goals of “zero tolerance” and deterrence, the TVPRA and FCA both include fee-shifting of attorney’s fees and costs.

D. Insurance Agreement

Relator/Plaintiffs are not aware of any insurance policies that might apply to this cause of action.

Respectfully submitted this Friday, July 10, 2020.

/s/ Joseph A. Hennessey
Joseph A. Hennessey, Esq.

Exhibit 03

The Law Office of Joseph Hennessey, LLC
2 Wisconsin Circle, Suite 700
Chevy Chase, Maryland 20815
Telephone: (301) 351-5614
Email: jhennessey@jahlegal.com

/s/ Charles S. Fax

Charles S. Fax
Rifkin Weiner Livingston LLC
7979 Old Georgetown Road, Suite 400
Bethesda, Maryland 20814
Telephone: (301) 951-0150
Cell Phone: (410) 274-1453
cfax@rwllaw.com

Liesel J. Schopler
Rifkin Weiner Livingston LLC
225 Duke of Gloucester Street
Annapolis, Maryland 21401
Telephone: (410) 269-5066
lschopler@rwlaw.com

/s/ Timothy Matthews

Timothy Mathews
Chimicles Schwartz Kriner & Donaldson-Smith LLP
361 West Lancaster Avenue
Haverford, Pennsylvania 19041
Telephone: (610) 642-8500
TimothyMathews@chimicles.com
Admitted Pro Hac Vice

Steven A. Schwartz
Chimicles Schwartz Kriner & Donaldson-Smith LLP
361 West Lancaster Avenue
Haverford, Pennsylvania 19041
Telephone: (610) 645-4720
steveschwartz@chimicles.com
Admitted Pro Hac Vice

Andrew W. Ferich
Chimicles Schwartz Kriner & Donaldson-Smith LLP
361 West Lancaster Avenue
Haverford, Pennsylvania 19041
Telephone: (610) 645-4729
awf@chimicles.com
Admitted Pro Hac Vic

Exhibit 03

Transcript of Terry G. Myers, Corporate Designee
Conducted on January 31, 2022

1 (1 to 4)

<p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE DISTRICT OF COLUMBIA</p> <p>3 -----x</p> <p>4 UNITED STATES OF AMERICA, :</p> <p>5 ex rel. LARRY HAWKINS, et al., :</p> <p>6 Plaintiffs, : Civil Action No.</p> <p>7 v. : 15-02105(ABJ)</p> <p>8 MANTECH INTERNATIONAL :</p> <p>9 CORPORATION, et al., :</p> <p>10 Defendants. :</p> <p>11 -----x</p> <p>12 DEPOSITION OF</p> <p>13 MANTECH INTERNATIONAL CORPORATION AND MANTECH</p> <p>14 TELECOMMUNICATIONS AND INFORMATION SYSTEMS CORPORATION</p> <p>15 By and through its Designated Representative</p> <p>16 TERRY G. MYERS</p> <p>17 Conducted Virtually</p> <p>18 Monday, January 31, 2022</p> <p>19 9:04 a.m. EST</p> <p>20 Job No.: 428673</p> <p>21 Pages: 1 - 253</p> <p>22 Reported by: Monique Vouthouris, CCR, RPR, CRR</p>	<p>1 APPEARANCES</p> <p>2</p> <p>3 ON BEHALF OF THE PLAINTIFFS:</p> <p>4 JOSEPH A. HENNESSEY, ESQ.</p> <p>5 THE LAW OFFICE OF JOSEPH HENNESSEY, LLC</p> <p>6 2 Wisconsin Circle, Suite 700</p> <p>7 Chevy Chase, Maryland 20815</p> <p>8 301.351.5614</p> <p>9</p> <p>10 ON BEHALF OF THE DEFENDANTS:</p> <p>11 NICK PETERSON, ESQ.</p> <p>12 RODERICK L. THOMAS, ESQ.</p> <p>13 MICHELLE B. BRADSHAW, ESQ.</p> <p>14 WILEY LLP</p> <p>15 1776 K Street NW</p> <p>16 Washington, D.C. 20006</p> <p>17 202.719.7000</p> <p>18</p> <p>19 ALSO PRESENT:</p> <p>20 JEFF TUTEN, Inhouse Counsel for ManTech</p> <p>21 JOHN SCHMIEG, Planet Depos Technician</p> <p>22</p>
<p>1 DEPOSITION of ManTech International</p> <p>2 Corporation and ManTech Telecommunications and</p> <p>3 Information Systems Corporation, by and through its</p> <p>4 Designated Representative, TERRY G. MYERS, pursuant to</p> <p>5 notice, conducted virtually via Zoom Videoconference,</p> <p>6 before Monique Vouthouris, CCR, RPR, CRR, Notary</p> <p>7 Public in and for the States of New Jersey and New</p> <p>8 York.</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>	<p>1 CONTENTS</p> <p>2 EXAMINATION OF TERRY G. MYERS PAGE</p> <p>3 By Mr. Hennessey 7</p> <p>4</p> <p>5 EXHIBITS</p> <p>6 (Attached to transcript.)</p> <p>7 MYERS DEPOSITION EXHIBITS PAGE</p> <p>8 Exhibit 1 Personnel File of Kent Nelson, 22</p> <p>9 MANTECH-00032953 through 33063.</p> <p>10 Exhibit 2 ManTech Offer of Employment 26</p> <p>11 letter to Kent Nelson.</p> <p>12 Exhibit 3 ManTech Offer of Employment 29</p> <p>13 Letter to Kent Nelson.</p> <p>14 Exhibit 4 Letter October 15, 2012 to Kent 33</p> <p>15 Nelson from Flora Lewis,</p> <p>16 NELSON00000155 through 161.</p> <p>17 Exhibit 5 Form VA-4 for Kent C. Nelson, 43</p> <p>18 MANTECH-00033016 and 33017,</p> <p>19 Exhibit 6 Blank Form W-4 2010. 45</p> <p>20 Exhibit 7 Defendants' Objections and 54</p> <p>21 Responses to Plaintiff-Relator</p> <p>22 Sawyer's Interrogatories.</p>

Exhibit 04

Transcript of Terry G. Myers, Corporate Designee
Conducted on January 31, 2022

36 (141 to 144)

<p>141</p> <p>1 A The employee has access to the time sheet.</p> <p>2 There is an administrative process that creates</p> <p>3 electronically the time sheet and so, therefore, there</p> <p>4 are a few people in the IT department that help</p> <p>5 facilitate the setting up of time sheets for</p> <p>6 everybody, that would potentially have access to the</p> <p>7 time sheet. And the time administrator, who is a</p> <p>8 business operations person at our home office, would</p> <p>9 have access to the time sheet.</p> <p>10 Q Is there a PeopleSoft administrator -- was</p> <p>11 there a PeopleSoft administrator at the KMSF?</p> <p>12 A No, no. The time administrator for this</p> <p>13 contract would have been back in I want to say</p> <p>14 Chantilly, which would have been the home office for</p> <p>15 ManTech Telecommunications.</p> <p>16 Q Electronically, would there be a record of</p> <p>17 all the different people who had access to the</p> <p>18 information that was entered into PeopleSoft by the</p> <p>19 mechanics?</p> <p>20 A There would. There would.</p> <p>21 Q There would be. Okay. How would this</p> <p>22 information be kept?</p>	<p>143</p> <p>1 database system. So if I've got a line of entry for</p> <p>2 Mr. Hayes, let's say, for a particular week, it would</p> <p>3 identify who did the entry. So you would see by</p> <p>4 employee ID who did the entry of that time.</p> <p>5 Q Okay. And that's -- I think I'm answering</p> <p>6 my own question, but I want to say it out loud just</p> <p>7 for you to confirm it. That could only be done</p> <p>8 through the PeopleSoft software; it's not something</p> <p>9 that's --</p> <p>10 A Yes, through the PeopleSoft software.</p> <p>11 Q Okay. Is it fair to say that there are two</p> <p>12 simultaneous methods of recording time on the contract</p> <p>13 with respect to work done at the KMSF?</p> <p>14 A It would be my position that there's really</p> <p>15 only one, and that's the PeopleSoft system, and that</p> <p>16 the man-hours that are being captured to support the</p> <p>17 SAMS system, number one, they don't -- they aren't for</p> <p>18 every employee, and they aren't giving us any</p> <p>19 information from the standpoint of being able to</p> <p>20 collect and properly bill the government.</p> <p>21 So to me the PeopleSoft system is the time</p> <p>22 reporting system and the only time reporting system</p>
<p>142</p> <p>1 A Electronically. It's all part of the audit</p> <p>2 trail of the PeopleSoft system, and it's something</p> <p>3 that we test. It's something that we test. Each year</p> <p>4 we test the system to make sure that only the employee</p> <p>5 has the access and that if the time administrator has</p> <p>6 to access it to facilitate an entry that the employee</p> <p>7 cannot, that we've got backup for that and that it's</p> <p>8 an approved transaction.</p> <p>9 Q Okay. So if the employee wanted to check</p> <p>10 his PeopleSoft time entries to see if anyone else was</p> <p>11 accessing it, he would have to -- or she would have to</p> <p>12 do it through the software itself, correct?</p> <p>13 A They wouldn't have access to check it. We</p> <p>14 can't give audit trail information out to everybody.</p> <p>15 It's just too much access. It allows them to do too</p> <p>16 many other things. But they could request it. The</p> <p>17 time administrator would have access.</p> <p>18 Q And how would that -- how would the record</p> <p>19 of the people who had access to that time data be</p> <p>20 kept? Would it be a -- in what -- I mean, in what</p> <p>21 electronic form?</p> <p>22 A Yeah. I mean, like I said, this is a</p>	<p>144</p> <p>1 for the contract and for the contractor.</p> <p>2 Q Let me drill down on the detail on that. If</p> <p>3 an employee were not in the KMSF, I presume there</p> <p>4 would be no SAMS-E time sheet signed by that employee,</p> <p>5 correct?</p> <p>6 A I don't think so. I didn't make it a point</p> <p>7 to check that, but I don't think so.</p> <p>8 Q But you don't think -- you don't think --</p> <p>9 there would not be a signed SAMS-E time sheet if that</p> <p>10 employee were not in the KMSF, correct?</p> <p>11 A I believe that the KMSF, because -- because</p> <p>12 the government has established the JLI role in that</p> <p>13 facility, that that would be sort of unique to that</p> <p>14 facility.</p> <p>15 Q Okay. You're not answering the question.</p> <p>16 We talked about how Randall Hayes personally signed</p> <p>17 his time sheets, correct?</p> <p>18 A Yes.</p> <p>19 Q And that time sheet was countersigned by his</p> <p>20 ManTech manager, correct?</p> <p>21 A You're talking about the man-hour sheets,</p> <p>22 yes.</p>

Exhibit 04

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE DISTRICT OF COLUMBIA

3
4 UNITED STATES OF AMERICA,

5 ex rel. LARRY HAWKINS, et al,

6 Plaintiffs,

7 vs.

Civil Action No. 15-02105 (ABJ)

8 MANTECH INTERNATIONAL

9 CORPORATION, et al,

10 Defendants.

11 _____
12
13
14 DEPOSITION OF HAIYAN HUANG

15 via videoconference

16 Saturday, February 5, 2022

17 9:06 a.m. EST

18
19 Job No.: 430087

20 Pages: 1 - 199

21 Stenographically Reported By:

22 Alison C. Webster, CSR-6266, RPR, RMR, CRR, RDR

Transcript of Haiyan Huang
Conducted on February 5, 2022

2

A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFFS

JOSEPH HENNESSEY, ESQUIRE

The Law Office of Joseph Hennessey, LLC

2 Wisconsin Circle

Suite 710

Friendship Heights, Maryland 20815

301.351.5614

jhennessey@jahlegal.com

ON BEHALF OF THE DEFENDANTS

MICHELLE B. BRADSHAW, ESQUIRE

RODERICK L. THOMAS, ESQUIRE

NICK PETERSON, ESQUIRE

Wiley Rein LLP

2050 M Street NW

Washington, D.C. 20036

202.719.7290

mbradshaw@wiley.law

rthomas@wiley.law

npeterson@wiley.law

Transcript of Haiyan Huang
Conducted on February 5, 2022

33 (129 to 132)

129	131
<p>1 get to move the time around any way you see fit.</p> <p>2 MS. BRADSHAW: Objection.</p> <p>3 BY MR. HENNESSEY:</p> <p>4 Q. They're basically -- they're basically telling you</p> <p>5 that, you know, this guy -- let me read the line back.</p> <p>6 "He was supposed to be in country 2-23 but</p> <p>7 he got delayed and no one notified me."</p> <p>8 So on my representation, you can change</p> <p>9 that. It doesn't matter how many people approved it</p> <p>10 before.</p> <p>11 MS. BRADSHAW: Objection.</p> <p>12 A. No. That's the time -- because he or she has the</p> <p>13 time entered in PeopleSoft. If it's -- if it is</p> <p>14 wrong, they -- when the time when I billed, I</p> <p>15 verified it. If it's wrong, I do the rapid billing</p> <p>16 adjustments. Like you said -- like you see, I'll</p> <p>17 change it to the correct labor categories before I</p> <p>18 can bill it.</p> <p>19 But if it's wrong, then they need to do</p> <p>20 the labor -- I mean, change their employee where they</p> <p>21 work -- employee authorization form and then employee</p> <p>22 can charge to the correct labor categories and do the</p>	<p>1 A. Yes. Uh-huh.</p> <p>2 Q. Now, the timesheet date indicates November 9th, 2012.</p> <p>3 Correct?</p> <p>4 A. The timesheet, yes. That's correct.</p> <p>5 Q. Okay. Do you know what these activity IDs are, what</p> <p>6 they stand for?</p> <p>7 A. I can't quite remember. It's associated with the</p> <p>8 locations, I think.</p> <p>9 Q. Okay. So they're -- but they're different. They're</p> <p>10 very -- we can agree that they're different. Correct?</p> <p>11 A. Yes. Like, this one, it looks like it's Kuwait</p> <p>12 activity.</p> <p>13 Q. And the MDRMA, what's that one?</p> <p>14 A. MD is -- I don't -- I don't know.</p> <p>15 Q. Okay. That's fine.</p> <p>16 A. I don't remember.</p> <p>17 Q. But in one we're subtracting eight hours, and the</p> <p>18 other -- for the MCKARMYL1 we're subtracting hours and</p> <p>19 we're adding it to MDMRAARL1. Correct?</p> <p>20 A. Yes, we are taking out eight hours from KG and moving</p> <p>21 it to MG.</p> <p>22 Q. Okay. So that's the timesheet for November 9th, 2012.</p>
130	132
<p>1 labor adjustments and get for approval again.</p> <p>2 BY MR. HENNESSEY:</p> <p>3 Q. Have you ever heard of SAMS-E timesheets?</p> <p>4 A. No.</p> <p>5 THE WITNESS: Sorry, can I charge my</p> <p>6 computer? It looks like the battery is kind of --</p> <p>7 MR. HENNESSEY: Yeah. Yeah. Maybe now</p> <p>8 would be a good time to take a lunch break.</p> <p>9 (Off the record at 12:19 p.m.)</p> <p>10 (Back on the record at 1:15 p.m.)</p> <p>11 MR. HENNESSEY: Can we pull up Exhibit 7</p> <p>12 again?</p> <p>13 BY MR. HENNESSEY:</p> <p>14 Q. Okay. This is the PeopleSoft Voucher Adjustment Form</p> <p>15 in Randall Hayes' name. Correct?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. So it seems like we have a change in the</p> <p>18 activity id from -- sorry, we're on MANTECH-2758.</p> <p>19 -- from MDR -- I'm sorry, MDMRAARL1 to</p> <p>20 MCKARMYL1. Correct?</p> <p>21 A. You're talking about the activity id?</p> <p>22 Q. Yeah. Uh-huh.</p>	<p>1 A. Correct.</p> <p>2 Q. Moving down.</p> <p>3 Timesheet also November 9th, 2009, we have</p> <p>4 subtracted eight hours from MDMRAARL2 as opposed to 1,</p> <p>5 and we are adding it to MCKARMYL2 as opposed to 1.</p> <p>6 Correct?</p> <p>7 A. Correct.</p> <p>8 Q. Okay. And also for timesheet dated November 9th,</p> <p>9 that's the same day. Correct?</p> <p>10 A. Yes.</p> <p>11 Q. So on the same day we've shifted 16 hours from one</p> <p>12 classification to another. Correct?</p> <p>13 A. I forgot which -- the first one, is it -- is it from</p> <p>14 same activity IDs that we are moving?</p> <p>15 Q. Well, it's the same date.</p> <p>16 A. The same date, but they could be charging to a</p> <p>17 different --</p> <p>18 Q. One is -- these ones are L1. On the second page are</p> <p>19 L2s, which I presume -- you know, differences --</p> <p>20 different -- they are different activity IDs.</p> <p>21 Correct?</p> <p>22 A. Right.</p>

PLANET DEPOS

Exhibit 05

Transcript of Haiyan Huang
Conducted on February 5, 2022

34 (133 to 136)

133	<p>1 Q. All right. Then on this next page, for timesheet</p> <p>2 dated November 9th, 2012, the same date, we have</p> <p>3 subtracted from MDMRAARL2 and we've added -- to</p> <p>4 MCKARMYL2, we've added 32 hours. Right?</p> <p>5 A. Yes.</p> <p>6 Q. And also on November 9th, 2012, we have subtracted</p> <p>7 from MDMRAARL1 24 hours and we have added to</p> <p>8 MCKARMYL1.</p> <p>9 A. Correct.</p> <p>10 Q. So... so if we -- on the timesheet -- is the timesheet</p> <p>11 done every day or every week?</p> <p>12 A. Timesheets supposed to enter by each day, by</p> <p>13 10 a.m. by the following -- like, the following day,</p> <p>14 by 10 a.m. for the previous day that you have to</p> <p>15 enter.</p> <p>16 Q. Okay.</p> <p>17 A. We enter every day.</p> <p>18 Q. So how is it that in for one day we have a change of</p> <p>19 72 hours have been switched around in one day?</p> <p>20 A. This is not one day. That's week ending date.</p> <p>21 Q. I just asked you if you do timesheets every day and</p> <p>22 you said "Yes."</p>	135	<p>1 versus you change the code, you change the location,</p> <p>2 then you're changing the burden -- the labor burden</p> <p>3 you're authorized to charge, but we'll not -- we'll</p> <p>4 just leave the transcript as it reads for now.</p> <p>5 MR. HENNESSEY: Okay. Can we put up</p> <p>6 Exhibit AA?</p> <p>7 PLANET DEPOS TECH: This will be Number 8?</p> <p>8 MR. HENNESSEY: Yeah.</p> <p>9 MARKED FOR IDENTIFICATION:</p> <p>10 EXHIBIT 8</p> <p>11 1:23 p.m.</p> <p>12 BY MR. HENNESSEY:</p> <p>13 Q. This is Kent Nelson's.</p> <p>14 A. Okay. Yeah. I can see.</p> <p>15 Q. Also November 9th.</p> <p>16 A. Yes.</p> <p>17 Q. Week ending November 9th.</p> <p>18 A. Yes.</p> <p>19 Q. And here --</p> <p>20 A. Uh-huh.</p> <p>21 Q. -- you have a change --</p> <p>22 A. Yeah.</p>
134	<p>1</p> <p>2 So this is November 9th, 2012.</p> <p>3 A. Yes, this is -- we do timesheet -- we enter</p> <p>4 timesheets every day, but only submit it at the</p> <p>5 weekend, like every Friday.</p> <p>6 Q. Okay. So this represents all of Mr. Hayes' work for</p> <p>7 the week.</p> <p>8 A. For the week of November 9th. That's timesheet date.</p> <p>9 Yes.</p> <p>10 Q. Okay. So all of his time, if he's working six days a</p> <p>11 week, 12 hours a day, that's 72 hours. That's all of</p> <p>12 his work for the week. Correct?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. So all of his work for that week has been</p> <p>15 changed -- the activity codes have been changed.</p> <p>16 Correct?</p> <p>17 A. Yes. And labor categories. Yes.</p> <p>18 Q. Okay. And the labor categories. Okay.</p> <p>19 A. And also I want to point that there's \$0 amount, so</p> <p>20 it's no cost change. Just the hours.</p> <p>21 Q. Well, I don't want to have to do your deposition</p> <p>22 again. We've already had a discussion about onsite</p>	136	<p>1 Q. -- in the labor category. The activity code is the</p> <p>2 same -- no, it's not. I'm sorry.</p> <p>3 A. Different.</p> <p>4 Q. So this is -- let me get the correct Bates number.</p> <p>5 This is MANTECH-2719.</p> <p>6 We have activity id MDMRAARL2. We have</p> <p>7 eight hours taken out of that and put into MCKARMYL2.</p> <p>8 A. Correct. And I want to point out that, as you can</p> <p>9 see, all of the other elements remains the same,</p> <p>10 including the burdens, which is -- as you can see,</p> <p>11 the cost won't change. It will be just the labor</p> <p>12 categories and the activity IDs.</p> <p>13 Q. Well, I mean, again, of course the cost, the amount</p> <p>14 that he is billed -- the government is billed directly</p> <p>15 is not going to change, but the --</p> <p>16 A. But as you can see, it's still the same. It says</p> <p>17 "3455." That's not changing any cost. The burden is</p> <p>18 still the same.</p> <p>19 Q. Where does it say that?</p> <p>20 A. The column -- the fourth column, it says "Burden."</p> <p>21 That's the burden that the cost will burden against.</p> <p>22 There's nothing changed except it is just -- except</p>

Exhibit 05

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

3 KEVIN CODY and MUGE CODY,) Case 1:16-cv-00132
4)
Plaintiffs,)
5)
v.) Alexandria, Virginia
6) November 14, 2016
MANTECH INTERNATIONAL) 9:07 a.m.
7 CORPORATION,)
8 Defendant.) Day 1
9) Pages 1 - 201

9
10 TRANSCRIPT OF TRIAL
11 BEFORE THE HONORABLE ANTHONY J. TRENGA
12 UNITED STATES DISTRICT COURT JUDGE
13 AND A JURY

14 APPEARANCES:

15 FOR THE PLAINTIFFS:

16 R. SCOTT OSWALD, ESQUIRE
17 J. THOMAS HARRINGTON, JR., ESQUIRE
18 THE EMPLOYMENT LAW GROUP, PC
888 17th Street, N.W., Suite 900
Washington, D.C. 20006
(202) 331-2883

19 FOR THE DEFENDANT:

20 STEVEN D. GORDON, ESQUIRE
21 CHRISTINE N. WALZ, ESQUIRE
22 JESSICA FARMER, ESQUIRE
HOLLAND & KNIGHT, LLP
800 17th Street, N.W., Suite 1100
23 Washington, D.C. 20006
24 (202) 457-7038

25 COMPUTERIZED TRANSCRIPTION OF STENOGRAPHIC NOTES

Exhibit 06

Myers - Cross

1 working on bids and proposals.

2 Then ultimately Sarbanes-Oxley came, and I ended
3 up moving back to the corporate office to head up the
4 Sarbanes-Oxley internal control evaluations. And I've
5 been the chief compliance officer ever since.

6 Q Now, to whom do you report?

7 A I report to the audit committee of the board of
8 directors.

9 Q And in terms of your authority to hire or fire,
10 can an executive at ManTech fire you?

11 A No. No. It was set up this way in case I needed
12 to investigate one of the senior officers of ManTech.

13 Q So only the audit committee of the board of
14 directors could fire you?

15 A That's correct.

16 Q Now, you've already described how complaints can
17 come into your office. Can you tell us, you know, on
18 average how many complaints a year do you receive that
19 you end up investigating?

20 A It can vary, but somewhere between 12 and 20
21 complaints a year.

22 Q What sort of issues sort of commonly arise that
23 you end up investigating?

24 A Well, ManTech is a service company. That means
25 that we do a lot of labor. And so our biggest issue

Exhibit 06

Myers - Cross

1 that we end up investigating is time sheet fraud.

2 Q Beyond time sheet fraud, what other sort of issues
3 arise on sort of a recurring basis?

4 A We've had issues. And you know, the issues that I
5 deal with tend to be more in the contract realm.
6 Things that are more associated with grievance type
7 matters are usually evaluated by the employee relations
8 group. So mine tend to be more contract focused. So
9 fraudulent matters related to time sheets being charged
10 to contracts, any fraud related to expense reporting,
11 anything associated with procurement integrity, making
12 sure that we are not using improper information when we
13 bid contracts. That kind of information is the type of
14 investigations that I will conduct.

15 Q Okay. But not the sort of personnel complaints,
16 those goes to HR or employee relations as you called
17 it?

18 A That's right.

19 Q That's Ms. Highsmith and Ms. Mentus?

20 A Yes, that's correct.

21 Q Now, again, talking big picture, how often do you
22 find, when you investigate a complaint, that there's a
23 problem there?

24 A Probably about half the time. A lot of times
25 people come to me, and they have incomplete knowledge

Exhibit 06

Myers - Cross

1 of the facts. So we'll look and find out that there's
2 a piece that they didn't understand about what they
3 saw.

4 Q In that event, there's not a problem?

5 A In that event, there's not a problem.

6 Q But the other half?

7 A There is.

8 Q Aha. Have you ever had occasion to find a
9 large-scale problem?

10 A A few years back we did find a large-scale
11 problem.

12 Q Can you tell me briefly about it?

13 A We had just acquired a company. And shortly after
14 we acquired that company, an employee of that company
15 had stepped forward to indicate that one of the major
16 contracts that they were recompeting at that time, that
17 they had some improper information in their possession,
18 information that only the government that was
19 evaluating that proposal should've had. And so we
20 investigated that. It ended up that it really was a
21 problem, and there were some senior people involved
22 with that.

23 Q And what happened to those people?

24 A They were terminated.

25 Q How many people?

Exhibit 06