UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

THEUNITEDSTATES OF AMERICA <u>ex rel.</u> JOHN C. KINGSLEY,	:	<u>FILED UNDER SEAL</u>
	:	
Plaintiffs,	:	
	:	
v.	:	CASE NO. 1:11-cv-00629 ESH
	:	
NETCRACKER TECHNOLOGY CORPORATION and COMPUTER SCIENCES CORPORATION,	:	
	:	
Defendants.	:	

SECOND AMENDED FALSE CLAIMS ACT COMPLAINT

COMES NOW Relator, JOHN C. KINGSLEY, on behalf of the UNITED STATES OF

AMERICA, and on his own behalf and pursuant to the *qui tam* provisions of the False Claims

Act, *as amended,* 31 U.S.C. §§ 3729-3733 ("FCA"), does hereby file this Second Amended False

Claims Act Complaint against Defendants, NETCRACKER TECHNOLOGY CORPORATION

and COMPUTER SCIENCES CORPORATION.

I.   INTRODUCTION

1.   This action is brought under the FCA for damages sustained by the government of

the United States of America, and its people, knowingly caused by privately owned contracting

firms who breached their contracts relating to work for the government.

2.   The Defendants were parties to contracts pursuant to which services were

provided to the Department of Defense, including the Defense Information Systems Agency,

relating to its secure computer networks.

3.   Pursuant to contractual requirements imposed upon the Defendants, only U.S. citizens who obtained necessary security clearances were eligible to provide certain services related to these contracts.

4.   Notwithstanding these requirements, Defendant NetCracker Technology Corporation, with the knowledge of Defendant Computer Sciences Corporation, knowingly delegated certain tasks to individuals located outside the United States who were not U.S. citizens to perform work relating to the contracts with the Government.

5.   Code developed outside the United States was then delivered to the United States and placed in U.S. Government computer networks. The placement of such code on the Department of Defense's networks compromises the Department of Defense's computer system.

6.   Defendants billed the U.S. Government for the work done by foreign nationals despite certifying, both directly and impliedly, that all work done under the contracts fully complied with the various contracts' terms and all regulatory requirements. The presentation of these invoices constitutes false claims under the Federal False Claims Act for which the U.S. government seeks damages.

II.   JURISDICTION & VENUE

7.   This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1331 and 31 U.S.C. § 3732 which specifically confers jurisdiction on this Court for actions brought pursuant to 31 U.S.C. § 3729 and § 3730.

8.   This Court has personal jurisdiction over all Defendants pursuant to 31 U.S.C. § 3732 (a) which provides that "any action under Section 3730 may be brought in any judicial district in which the defendant or in the case of multiple defendants, any one defendant can be found, resides, transacts business or in which any act proscribed by Section 3729 occurred." Each defendant transacts business in the District of Columbia.

III. PARTIES

9.   Qui Tam Plaintiff John C. Kingsley was the President and Chief Executive Officer of NetCracker Government Services, Inc., and an employee of Defendant, NetCracker Technology Corporation. Qui Tam Plaintiff relates this action in his capacity as an "original source." Plaintiff resides at 3902 Tallow Tree Court, Fairfax, Virginia, 22033.

10.   Plaintiff, the United States of America, through its federal agencies, including but not limited to the Department of Defense and the Defense Information Systems Agency, entered into a series of government contracts with the Defendants which are the subject of this action. The Defense Information Systems Agency ("DISA") is a U.S. Department of Defense Combat Support Agency whose mission is to engineer and provide command and control capabilities and enterprise infrastructure to continuously operate and assure a global net-centric enterprise in direct support to joint warfighters, National level leaders and other mission and coalition partners. As part of its mission, DISA maintains, modifies and provides to its users the network, computing infrastructure, and enterprise services to support information sharing and decision making no matter where the information is located or sourced.

11.   Defendant NetCracker Technology Corporation ("NetCracker") is a Massachusetts corporation engaged in the business of providing information technology ("IT") and other computer services to consumers, including the United States Government. NetCracker regularly conducts business in States across the country, as well as within the District of Columbia.

12.   Defendant Computer Sciences Corporation ("CSC") is a Nevada corporation engaged in the business of providing IT, scientific, and other technical services to the United States Government, among other consumers. CSC regularly conducts business in States across

the country, as well as the District of Columbia, and is a registered entity in the District of Columbia.

IV. FACTUAL BACKGROUND

A. THE CSC PRIME CONTRACT

13.   In February, 2008, CSC entered into a contract with DISA. The contract, HC1028-080D-2000, is formally known as the Defense Information System Network Management Support Services - Global Recompete Network Engineering Contract (hereinafter the "Prime Contract" or the "Contract")

14.   Under the Contract, CSC agreed to provide support services associated with network and system management and other related support services for DISA and Department of Defense Military Services and Agencies on a global basis. Specifically, CSC agreed to design, engineer, enhance, acquire, implement, integrate, operate and manage voice services for the Defense Switched Network ("DSN"), the secure voice services of the Defense Red Switch Network ("DRSN"), the network management systems for both the DSN and the DRSN and the Integrated Network Management System.

B. THE NETCRACKER CORE PRODUCTS

15.   In its search for products and services it could use to build, develop and integrate its networks, DISA met with NetCracker to test and study certain proprietary software products owned by NetCracker which, if properly adapted, could form a core part of its classified and unclassified networks.

16.   To facilitate the contract with DISA, on August 19, 2008, NetCracker entered into a Master License Agreement and Purchase Order with Nakuuruq Solutions, LLC.

17.   On August 19, 2008, DISA entered into a Master Software Sublicense Agreement and Purchase Order with Nakuuruq. Under the Sublicense Agreement and Purchase Order,

DISA was granted the license to use six (6) different NetCracker software modules in exchange for a payment of $4.8 Million.

18. On September 29, 2008, Nakuuruq and DISA entered into a separate sublicense and purchase order for two (2) additional modules and increased the number of concurrent users from 200 to 650. The cost of this additional license was $2,632,500.

C. THE CSC-NETCRACKER SUBCONTRACT AND TASK ORDERS

19. On or about September 12, 2008, CSC entered into a subcontract with NetCracker (the "NetCracker Subcontract"), whereby NetCracker agreed to provide services and deliverables as part of the Prime Contract.

20. The NetCracker Subcontract established the basic contractual relationship between the parties. The NetCracker Subcontract provided that specific activities, deliverables, place of performance and security requirements would be set forth in a series of Task Orders to be entered by the parties.

i. Task Order 30

21. The Initial Task Order Award ("Task Order 30") was entered into by the parties effective October 1, 2008.

22. Task Order 30 established the requirement to plan, design, configure (code), and test the development of the Defense Information System Network (DISN) Network Change and Configuration Management (NCCM) system. DISN is the U.S. Department of Defense's communications network and is comprised of both unclassified (black) and classified (red) networks.

23. NCCM is the enterprise database for all assets comprising the entirety of network assets for the DOD worldwide communications network.

24.   Task Order 30 required NetCracker to develop procedures and import data into the NCCM from throughout the world-wide DISN network. The data stored in NCCM is classified by its nature and aggregation.

25.   In order to accomplish this task, NetCracker was required to develop code that would adapt certain of the NetCracker software license to DISA in order to build and maintain the NCCM.

26.   The place of performance in Task Order 30 included NetCracker's facility in Waltham, Massachusetts, CSC's offices in Chantilly, Virginia, DISA offices in Falls Church, Virginia and user locations at Scott AFB in Illinois, Stuttgart, Germany and Honolulu, Hawaii.

27.   Task Order 30 also contained specific security provisions for all NetCracker personnel who performed any services pursuant to the Task Order. The Security Requirement of Task Order 30 provided:

> Subcontractor personnel performing services under this SOW must be U.S. Citizens with SECRET (including interim SECRET in accordance with the Agreement) or TOP SECRET security clearances. Subcontractor will identify a Technical Program Manager and a Project Manager by name as key personnel.

28.   Notwithstanding the provisions, as described in more detail below (see paragraphs 53 through 64 below), NetCracker relied on its "Back Office" to perform certain tasks under this and other CSC Task Orders.

29.   NetCracker's "Back Office" included all employees who were not on site at a customer. These included locations both inside and outside the United States and consisted of at least two programming centers staffed by foreign nationals.

30.   NetCracker used personnel from its "Back Office" to develop and write much of the code required under Task Order 30, including some foreign nationals. The total service fees paid to and received by NetCracker for Task Order 30 was a fixed price of US$1,500,000 (One

Million Five Hundred Thousand Dollars). Upon information and belief, NetCracker sent invoices to CSC for these service fees when the six milestone dates specifically set forth in the Task Order were reached. Plaintiff does not have a copy of each invoice as such invoices are in NetCracker's and CSC's possession and control.

ii. Modification No. 1 to Task Order 30

31. Effective April 30, 2009, CSC and NetCracker entered into Modification No. 1 to Task Order 30. Modification No. 1 contained several attachments which detailed additional work with DISA. Attachment 2 of Modification No. 1 is a Statement of Work ("SOW") covering additional services for the NCCM (Phase II). Under Attachment 2, NetCracker was required to develop code that would control the computing resources necessary to build and maintain the NCCM.

32. The place of performance in the SOW included NetCracker's offices in Waltham, Massachusetts, CSC's Offices in Chantilly, DISA Offices in Falls Church, VA and various user locations.

33. The SOW also provided that "Subcontractor personnel performing services under this SOW must be U.S. Citizens with SECRET (including interim SECRET in accordance with the agreement) or TOP SECRET security clearances."

34. NetCracker nonetheless used personnel in its "Back Office" to develop and write much of the code required under this SOW, including foreign nationals.

35. Attachment No. 3 to Modification No. 1 detailed additional work to be performed by NetCracker called Order Management (OM). OM is a service that is used to manage/control change orders to the inventory in NCCM.

36. In order to accomplish this task, NetCracker was required to develop code that would control the computing resources necessary to build and maintain OM and NCCM.

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37.   As with the prior Statements of Work, NetCracker agreed to provide these services at its offices in Waltham, Massachusetts, CSC's Offices in Chantilly, DISA Offices in Falls Church, VA and various user locations and only use personnel who were U.S. Citizens with SECRET (including interim SECRET in accordance with the agreement) or TOP SECRET security clearances.

38.   NetCracker nonetheless used personnel in its "Back Office" to develop and write much of the code required under this SOW, including foreign nationals. The total service fees paid to and received by NetCracker for Modification No. 1 was a fixed price of US$1,605,567.31 (One Million Six Hundred Five Thousand Five Hundred Sixty Seven and 31/100 Dollars). Upon information and belief, NetCracker sent invoices to CSC for these service fees when the three milestone dates specifically set forth in Modification No. 1 were reached. Plaintiff does not have a copy of each invoice as such invoices are in NetCracker's and CSC's possession and control.

iii.   Modification No. 3 to Task Order 30

39.   CSC and NetCracker entered into Modification No. 3 to Task Order 30 effective July 15, 2009. Modification No. 3 contains two new Scope of Work attachments. One SOW details requirements for a continuation of the work with DISA on Phase II of the NCCM to include training. It increases the scope of NCCM to include additional services (Order Orchestration, Service Inventory and Service Provisioning functionality: Service Catalog, Service Instance Inventory and Service Fulfillment Orchestration). The second SOW increases the scope work on Order Management.

40.   In order to accomplish these tasks, NetCracker was required to develop code that would control the computing resources necessary to build and maintain NCCM and allow Order Management.

41. As with the prior Statements of Work, NetCracker agreed to provide these services at its offices in Waltham, Massachusetts, CSC's Offices in Chantilly, DISA Offices in Falls Church, VA and various user locations and only use personnel who were U.S. Citizens with SECRET (including interim SECRET in accordance with the agreement) or TOP SECRET security clearances.

42. NetCracker nonetheless used personnel in its "Back Office" to develop and write much of the code required under this SOW.

43. The total service fees paid to and received by NetCracker for Modification No. 3 was a fixed price of US$900,000 (Nine Hundred Thousand 31/100 Dollars) for the OM work, US$747,271.64 (Seven Hundred Forty Seven Thousand Two Hundred Seventy One and 64/100 Dollars) for the NCCM work and US$210,000 (Two Hundred Ten Thousand Dollars) for training. Upon information and belief, NetCracker sent invoices to CSC for these services when the two milestone dates specifically set forth in Modification No. 3 were reached. Plaintiff does not have a copy of each invoice as such invoices are in NetCracker's and CSC's possession and control.

iv. Modification No. 4 to Task Order 30

44. CSC and NetCracker entered into Modification No. 4 effective October 30, 2009. Modification No. 4 detailed the requirements for a continuation of the work with DISA on OM to include planning and designing an interface to import data from DISA's Order Entry (OE) systems into DISA's OM database. This interface involved moving status data from the classified side to the unclassified Order Entry side. A second SOW also detailed requirements to support the interface between the OE (unclassified) side to the OM (classified) side.

45. In order to accomplish these tasks, NetCracker was required to develop code that would control the computing resources necessary to continue the build out and maintenance of NCCM.

46. As with the prior Statements of Work, NetCracker agreed to provide these services at its offices in Waltham, Massachusetts, CSC's Offices in Chantilly, DISA Offices in Falls Church, VA and various user locations and only use personnel who were U.S. Citizens with SECRET (including interim SECRET in accordance with the agreement) or TOP SECRET security clearances.

47. NetCracker nonetheless used personnel in its "Back Office" to develop and write much of the code required under this SOW. The total service fees paid to and received by NetCracker for Modification No. 4 totaled US$391,000 (Three Hundred Ninety One Thousand Dollars). Upon information and belief, NetCracker sent invoices to CSC for these service fees when the two milestone dates specifically set forth in Modification No, 4 were reached. Plaintiff does not have a copy of each invoice as such invoices are in NetCracker's and CSC's possession and control.

v.   Modification No. 1 to Task Order No. 8

48. On April 29, 2010, CSC and NetCracker entered into Task Order No. 8 which called for on-site management support.

49. Modification No. 1 to Task Order No. 8 was entered effective June 2, 2010. Modification No. 1 detailed requirements for a continuation of the work with DISA on NCCM. The focus of the effort in Modification No. 1 was on Requests for Change (RFC) that were submitted by DISA.

50.   In order to accomplish this task, NetCracker was required to develop code drops that would enhance/refine the control of computing resources necessary to build and maintain NCCM.

51.   As with the prior Statements of Work, NetCracker agreed to provide these services at its offices in Waltham, Massachusetts, CSC's Offices in Chantilly, DISA Offices in Falls Church, VA and various user locations and only use personnel who were U.S. Citizens with SECRET (including interim SECRET in accordance with the agreement) or TOP SECRET security clearances.

52.   NetCracker nonetheless used personnel in its "Back Office" to develop and write much of the code required under this SOW. The total service fees paid to and received by NetCracker for Modification No. 4 totaled US$215,000 (Two Hundred Fifteen Thousand Dollars). Upon information and belief, NetCracker sent invoices to CSC for these service fees when the milestone dates specifically set forth in the contract were reached. Plaintiff does not have a copy of each invoice as such invoices are in NetCracker's and CSC's possession and control.

D.   NETCRACKER USED FOREIGN NATIONALS INSTEAD OF U.S. CITIZENS WITH SECRET OR INTERIM SECRET SECURITY CLEARANCES TO WRITE CODE TO BE LOADED ON THE U.S. GOVERNMENT'S CLASSIFIED (RED) AND UNCLASSIFIED (BLACK) COMPUTER NETWORKS

53.   In order to meet the contractual requirements that all NetCracker employees who needed access to CSC's or DISA's facilities must have SECRET clearances, NetCracker management pulled together a group of NetCracker employees known as the Government Development Team ("GDT"). Members of the GDT were NetCracker employees who are U.S. citizens and had SECRET security clearances.

54.   Members of the GDT were responsible for gathering the Government's requirements for installing, servicing, repairing and modifying the NetCracker core product for its ultimate use by DISA.

55.   GDT members would occasionally write code or configure the NetCracker core products so they would function in accordance with the Government's specifications. However, the required services and modifications and configurations to the core products were often made by foreign nationals (the "Foreign Programmers").

56.   The Foreign Programmers learned of the Government's specific requirements for the modifications from one or more members of the GDT. GDT members would send the requirements to the Foreign Programmers.

57.   Upon receipt of the requirements, the Foreign Programmers would refine and where appropriate document DISA's requirements. This process required numerous communications between the Foreign Programmers and GDT members in Virginia.

58.   Once the GDT and Programmers believed the requirements were understood, the Foreign Programmers would write the necessary code to configure the NetCracker core products which were previously installed on DISA's networks.

59.   The Foreign Programmers would test the code to determine whether the systems would respond as requested by the Government. This process required numerous communications between the Foreign Programmers and GDT members in Virginia.

60.   Once testing was completed, the Programmers packaged and sent the code to GDT members via email, or downloaded the code onto a file transfer site accessible to the US-based GDT members with specific directions how to load the code on the networks maintained at DISA's and CSC's secured facilities. The instructions (also called Installation Notes) would be

prepared in English by foreign nationals on NetCracker stationery listing NetCracker's Massachusetts address.

61.   Typically, a GDT member would load the code onto a CD and deliver the CD and the Installation Notes to a CSC staff member for uploading at a secured facility or on occasion directly at a DISA production site. The procedure for uploading the Code is known as a Code Drop.

62.   GDT members would then test the code in the secure facility to determine whether it functioned in accordance with the requirements of the subcontract or Task Order.

63.   GDT members would not, however, test the Code for other issues.

64.   Through its employees, CSC was aware that NetCracker used its "Back Office" to create code under the Subcontract and Task Orders, and that the individuals in the "Back Office" were not U.S. citizens and did not have the required security clearances.

E.   NETCRACKER AND CSC SUBMITTED FALSE CLAIMS TO THE UNITED STATES GOVERNMENT

65.   Attachment 3 of Task Order 30, titled "Firm Fixed Price Invoice Instructions" required NetCracker to certify, on each invoice submitted to CSC, that **"the invoiced amounts are accurate and that the Seller has complied with all requirements of this Subcontract for all amounts for which payment is requested."**

66.   Upon information and belief, between 2008 and 2011 and within a short time after each specific milestone permitting payment set forth in a Task Order was met, NetCracker submitted invoices to CSC that expressly and/or impliedly certified that NetCracker had complied with all requirements of its Subcontract as well as all applicable regulatory, legislative or DoD mandates incorporated in the contract directly or by law. This allegation is made on information and belief as each invoice lies within NetCracker's and CSC's control. Upon

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information and belief, these invoices and certifications were, in accordance with Attachment 3, either emailed to apworkflow@csc.com or mailed to CSC at 15000 Conference Center Drive, Chantilly, Virginia 20151, to the attention of Charles Southerland.

67.   CSC's DISA program directors and managers knew of NetCracker's use of the Back Office to develop code under the Subcontract and knew that the express and implied certifications were false.

68.   Notwithstanding their knowledge of the falsity of the certifications, NetCracker was paid by CSC in accordance with the Task Orders.

69.   Upon information and belief, between 2008 and 2011 and within a short time after each specific milestone permitting payment set forth in the Prime Contract and Task Orders under the Prime Contract were met, CSC submitted invoices to the Government expressly and/or impliedly certifying that it as well as its subcontractors complied with all requirements of its contracts with the Government, including but not limited to applicable regulatory, legislative and DoD mandates referenced in this Complaint. This allegation is made on information and belief as each invoice lies within CSC's control.

70.   Such express and implied certifications were fraudulent and/or false, and were submitted in order to obtain payment Defendants knew they were not entitled to.

71.   Upon information and belief, NetCracker and/or CSC received no less than $22 million from the Federal Government for work performed under the Prime Contract, the Subcontract and all related Task Orders. This allegation is made on information and belief as the invoices lie within NetCracker's and CSC's control.

72.   A condition to payment under such contracts was the express certification that work performed under such contracts was completed by U.S. citizens possessing the appropriate

security clearances, within secured facilities, as specified and required by the terms and conditions contained in the contracts. NetCracker and CSC knew these certifications were false.

73. A condition to payment under such contracts was the implied certification that work performed under such contracts was completed by U.S. citizens possessing the appropriate security clearances, within secured facilities, as specified and required by the terms and conditions contained in the contracts. NetCracker and CSC knew these certifications were false.

74. By submitting invoices indirectly and directly to the Government, NetCracker and CSC expressly certified that work performed under such contracts was completed by U.S. citizens possessing the appropriate security clearances, within secured facilities, as specified and required by the terms and conditions contained in the contracts.

75. By submitting invoices indirectly and directly to the Government, NetCracker and CSC impliedly certified that work performed under such contracts was completed by U.S. citizens possessing the appropriate security clearances, within secured facilities, as specified and required by the terms and conditions contained in the contracts.

76. The Government relied upon NetCracker's and CSC's express certifications in issuing the payments.

77. The Government relied upon NetCracker's and CSC's implied certifications in issuing the payments.

78. Had the Government known that the code that was being introduced into its networks was written by non-U.S. citizens, the Government would not have indirectly paid NetCracker or directly paid CSC.

79. Had the Government known that the code that was being introduced into its networks was written by non-U.S. citizens, the Government would have immediately terminated

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such contracts and actively sought ways to repair or safeguard their computer networks, systems, and databases.

80.   As set forth herein, NetCracker knowingly presented or caused to be presented false and fraudulent claims for payment or approval to the United States.

81.   NetCracker knowingly made, used, or caused to be made or used, a false record or statement material to a false or fraudulent claim.

82.   As set forth herein, CSC knowingly presented or caused to be presented false and fraudulent claims for payment or approval to the United States.

83.   CSC knowingly made, used, or caused to be made or used, a false record or statement material to a false or fraudulent claim.

COUNT I

FALSE CLAIMS ACT - PRESENTATION OF FALSE CLAIMS
31 U.S.C. § 3729(a)(1), 31 U.S.C, § 3729(a)(1)(A), as amended in 2009
(AGAINST DEFENDANT NETCRACKER)

84.   Plaintiff relator re-alleges and incorporates the allegations made in Paragraphs 1-107 of this Complaint.

85.   Through the acts alleged in this Complaint, defendant NetCracker, through its employees, agents, and/or co-conspirators, knowingly presented and/or caused to be presented false or fraudulent claims for payment or approval in violation of 31 U.S.C. § 3729(a)(1) and, as amended, 31 U.S.C. § 3729(a)(1)(A).

86.   The United States of America, unaware of the falsity of the claims, paid the claims or reimbursed its contractor CSC for the false claims which were submitted by and paid to NetCracker.

87. As a result of NetCracker's actions as set forth in this Complaint, the United States of America has been severely damaged, with the amount to be determined at trial, and is also entitled to statutory penalties.

COUNT II

FALSE CLAIMS ACT - USING FALSE RECORDS OR STATEMENTS TO CAUSE CLAIM TO BE PAID
31 U.S.C. § 3729 (a)(2), 31 U.S.C. §3729(a)(1)(B), as amended
(AGAINST DEFENDANT NETCRACKER)

88. Plaintiff relator re-alleges and incorporates the allegations made in Paragraphs 1-111 of this Complaint.

89. Through the acts alleged in this Complaint, Defendant NetCracker, through its employees, agents, and/or co-conspirators, knowingly made, used, and/or caused to be made and used false records and statements material to a false or fraudulent claim in violation of 31 U.S.C. § 3729(a)(2) and, as amended, 31 U.S.C. § 3729(a)(1)(B).

90. The United States of America, unaware of the falsity of the claims, paid the claims or reimbursed its contractor CSC for the false claims which were submitted by and paid to NetCracker.

91. As a result of NetCracker's actions as set forth in this Complaint, the United States of America has been severely damaged, with the amount to be determined at trial, and is also entitled to statutory penalties.

COUNT III

FALSE CLAIMS ACT- PRESENTATION OF FALSE CLAIMS
31 U.S.C. § 3729(a)(1), 31 U.S.C. § 3729(a)(1)(A), as amended in 2009
(AGAINST-DEFENDANT CSC)

92. Plaintiff relator re-alleges and incorporates the allegations made in Paragraphs 1-115 of this Complaint.

93. Through the acts alleged in this Complaint, Defendant CSC, through its employees, agents, and/or co-conspirators, knowingly presented and/or caused to be presented false or fraudulent claims for payment or approval in violation of 31 U.S.C. § 3729(a)(1) and, as amended, 31 U.S.C. § 3729(a)(1)(A).

94. The United States of America, unaware of the falsity of the claims, paid the claims or reimbursed CSC for the false claims.

95. As a result of CSC's actions as set forth in this Complaint, the United States of America has been severely damaged, with the amount to be determined at trial, and is also entitled to statutory penalties.

COUNT IV

FALSE CLAIMS ACT - USING FALSE RECORDS OR STATEMENTS TO CAUSE CLAIM TO BE PAID
31 U.S.C. § 3729 (a)(2), 31 U.S.C. §3729(a)(1)(B), as amended
(AGAINST DEFENDANT CSC)

96. Plaintiff relator alleges and incorporates the allegations made in Paragraphs 1-119 of this Complaint.

97. Through the acts alleged in this Complaint, Defendant CSC, through its employees, agents, and/or co-conspirators, knowingly made, used, and/or caused to be made and used false records and statements material to a false or fraudulent claim in violation of 31 U.S.C. § 3729(a)(2) and, as amended, 31 U.S.C. § 3729(a)(1)(B).

98. The United States of America, unaware of the falsity of the claims, paid the claims or reimbursed CSC for the false claims.

99. As a result of CSC's actions as set forth in this Complaint, the United States of America has been severely damaged, with the amount to be determined at trial, and is also entitled to statutory penalties.

COUNT V

FALSE CLAIMS ACT - CONSPIRACY
31 U.S.C.§3729(a)(3), 31 U.S.C. §(a)(1)(C)
(AGAINST DEFENDANTS NETCRACKER AND CSC)

100. Plaintiff relator alleges and incorporates the allegations made in Paragraphs 1-123 of this Complaint.

101. Defendants NetCracker and CSC conspired with each other to defraud the United States by knowingly presenting and/or causing to be presented false or fraudulent claims for payment or approval in violation of 31 U.S.C. § 3729(a)(1) and, as amended, 31 U.S.C. § 3729(a)(1)(A).

102. Defendants NetCracker and CSC conspired with each other to defraud the United States by knowingly making, using, and/or causing to be made and using false records and statements material to a false or fraudulent claim in violation of 31 U.S.C. § 3729(a)(2) and, as amended, 31 U.S.C. § 3729(a)(1)(B).

103. The United States of America, unaware of the falsity of the claims, paid the claims.

104. As a result of the conspiracy between NetCracker and CSC as set forth in this Complaint, the United States of America has been severely damaged, with the amount to be determined at trial, and is also entitled to statutory penalties.

PRAYER FOR RELIEF

WHEREFORE, *qui tam* Plaintiff/Relator John C. Kingsley prays for judgment against the Defendants as follows:

A. Under Counts I-V, judgment against Defendants NetCracker and CSC in an amount equal to three times the amount of damages the United States has sustained because of

Defendants' actions, plus a civil penalty of not less than $5,000 and not more than $11,000 for each violation of 31 U.S.C. § 3729;

B. That Relator be awarded the maximum amount allowed pursuant to 31 U.S.C. § 3730(d);

C. That Relator be awarded all costs of this action, including attorneys' fees and expenses; and

D. That the United States and Relator recover such other and further relief as this Court deems meet and proper.

A TRIAL BY JURY IS DEMANDED AS TO ALL ISSUES SO TRIABLE

Dated: October 19, 2015

Respectfully Submitted,

SCHLEIFMAN LAW, PLC

By: /s/ Paul S. Schleifman
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Attorney for Plaintiff/Relator

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of October, 2015, I caused the foregoing to be served via the U.S. mail, postage prepaid, to the following counsel for the United States:

Darrell C. Valdez
Assistant United States Attorney
555 4th Street, N.W.
Washington, D.C. 20530

Greg Pearson
Room 9022
U.S. Department of Justice
601 D Street, N.W.
Washington, D.C. 20004

/s/ Paul S. Schleifman