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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES *ex rel.*

Civil Action No. 8:03-CV-1133-T-17MAP

GLORIA LONGEST

COMPLAINT

Relator,

Complaint filed **UNDER SEAL**
pursuant to 31 U.S.C. § 3730(b)(2)

BRINGING THIS ACTION ON
BEHALF OF THE UNITED STATES
OF AMERICA AND HERSELF

6:03CV816-DRL-31JGG

c/o Paul I. Perez,
United States Attorney
400 N. Tampa Street, Suite 3200
Tampa, Florida 33602

JURY TRIAL DEMANDED

and

c/o John Ashcroft
Attorney General of the
United States
United States Department of Justice
10th & Constitution Avenues, N.W.
Washington, D.C. 20530

Plaintiffs,

v.

DYNCORP

and

DYNCORP INTERNATIONAL, LLC

Defendants.

I. INTRODUCTION

1. This is an action under the Federal False Claims Act, 31 U.S.C. § 3729, *et seq.*, by *qui tam* Relator Gloria Longest, in her own name and in the name of the

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United States, to recover civil penalties and damages arising from false claims for payment made by defendants Dyncorp and DynCorp International, LLC (collectively "DynCorp") to the United States (as well as to recover damages for wrongful termination under 31 U.S.C. 3730(h) and Fla. Stat. §448.102, Florida's Whistleblower Statute).

The false claims were made under Dyncorp's contracts with the United States Department of State entitled the International Narcotics and Law Enforcement Affairs Contract ("INL Contract"). Under the contracts, DynCorp promised to assist South American countries such as Colombia, Bolivia and Peru with their efforts to eradicate the production of cocaine. The contract provides that DynCorp be reimbursed by the United States for employee expenses, including amounts for travel, living quarters, payroll, vacation, and numerous miscellaneous expenses. Since at least 1997, DynCorp has violated its INL Contract by overcharging the State Department for its employees' expenses. Such overcharges include: double-billing for travel expenses and employee vacation time; and improper claims for entertainment expenses, living quarters allowances, attorney fees, fringe benefits, per diems, payroll, freight and phone charges.

2. DynCorp violated the False Claims Act because it knowingly submitted or caused to be submitted false claims for payment under the INL Contract. DynCorp's double-billing and improper charges have occurred regularly since at least 1997, and upon information and belief since 1991, and have resulted in improper payments from the United States to DynCorp totaling millions of dollars.

II. PARTIES

3. Relator Gloria Longest is a citizen of the United States. She brings this

civil action for violations of 31 U.S.C. § 3729(a)(1) and (a)(2) for the United States and herself pursuant to 31 U.S.C. §3730(b)(1) and Fla. Stat. § 448.102. Relator Longest began working for defendant DynCorp International, LLC in 1997. During her employment she worked variously as a Senior Accountant and Accounting Manager. Relator Longest was fired by DynCorp in April, 2003 in violation of 31 U.S.C. §3730(h) and Fla. Stat. § 448.102.

4. Defendant DynCorp is a Delaware corporation with its principal place of business in Reston, Virginia. DynCorp conducts business in the State of Florida. DynCorp was recently purchased by Computer Sciences Corporation, whose principal place of business is in El Segundo, California.

5. Defendant DynCorp International, LLC is a Texas corporation with its principal place of business in Texas. DynCorp International is a wholly-owned subsidiary of defendant DynCorp, and conducts business in the State of Florida at Patrick Air Force Base, Satellite Beach, Florida.

III. JURISDICTION AND VENUE

6. This action arises under the False Claims Act, 31 U.S.C. §§ 3729 *et seq.*

7. Jurisdiction in this action is conferred on this Court by 31 U.S.C. § 3732(a), and 28 U.S.C. § 1331 as the case arises under the laws of the United States.

8. There was not, prior to the filing of this Complaint, any “public disclosure,” as that term is defined in the False Claims Act, 31 U.S.C. § 3730(e)(4)(A), of any of the allegations or transactions upon which this action is based.

9. Relator has direct and independent knowledge of the allegations set out in

this Complaint. For many months, beginning by at least November, 2002, Relator voluntarily provided information, together with supporting documentation, to the United States regarding substantially all of the allegations contained herein. Relator therefore is an "original source" as that term is used in the False Claims Act, 31 U.S.C. § 3730(e)(4)(B).

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)-(c) and 31 U.S.C. § 3732(a) because defendants DynCorp and DynCorp International transact business in this district and because many of the facts that form the basis for this Complaint occurred in this District.

IV. RULE 9(b), FED. R. CIV. P. ALLEGATIONS

11. Much of the documentary evidence necessary to prove the allegations in this Complaint is in the exclusive possession of either the defendants or the United States.

12. Because Relator was recently fired by defendant DynCorp for her efforts to stop its double-charging and overcharging of the United States, Relator no longer has access to the information regarding the specific claims for payment made by DynCorp to the United States, as such information is in the exclusive possession and control of defendant DynCorp and/or the United States.

13. Defendant DynCorp has submitted and, upon information and belief, continues to submit claims for payment to the United States pursuant to the INL Contract.

14. Upon information and belief, Relator alleges that at least some of DynCorp's double-charging and overcharging schemes have occurred continuously

since 1991.

15. Each allegation herein made upon information and belief identifies a situation that Relator has, based upon her personal knowledge, data, and experience working for DynCorp, a reasoned factual basis to make the allegation but lacks the complete details of it.

V. FACTUAL ALLEGATIONS

16. In 1991 and 1998, defendant DynCorp, through its wholly-owned subsidiary DynCorp International, LLC (collectively "DynCorp"), entered into INL Contracts with the Department of State to assist with counter-narcotics operations in Colombia, Bolivia and Peru. The current INL Contract number is S-OPRAQ-98-C-0051. The INL Contracts are worth as much as or more than \$600 million to DynCorp.

17. Pursuant to the INL Contract, DynCorp participates in fumigation and eradication missions directed at coca crops in Colombia, Bolivia and Peru. In Colombia, DynCorp also participates in, among other things, drug interdiction, transportation services, reconnaissance, search and rescue missions, medical evacuation and aircraft maintenance.

18. In furtherance of its INL Contract, DynCorp operates many Government-owned aircraft, including armed UH-1H Iroquois and Bell-212 Huey-type helicopters and T-65 Thrush crop dusters. DynCorp also provides pilots, technicians, and other personnel required to carry out cocaine-eradication efforts in Colombia, including many personnel needed to administer those services. While some of DynCorp's personnel in Colombia are Colombians, Peruvians, and Guatemalans, most are United States citizens.

19. The INL Contract is a cost-reimbursable contract. DynCorp submits bi-weekly invoices to the U.S. Department of State for expenses incurred. Those invoices are entitled: Public Voucher for Purchases and Services other than Personal ("Public Voucher").

20. On each Public Voucher submitted to the Government, DynCorp expressly certifies that the payments requested are proper under the INL Contract, and that DynCorp has "fully complied with the terms and conditions of the contract." DynCorp must make these certifications in order to receive the funds requested by each Public Voucher it submits.

21. DynCorp is also required by the INL Contract to prepare and submit to the State Department monthly Cost Reports identifying costs incurred for each month and providing year-to-date totals. These monthly cost reports are based on the information provided to the Government in the bi-weekly Public Vouchers submitted by DynCorp for payment under the contract.

22. Relator Gloria Longest is an accountant, and was hired in 1997 by DynCorp to work as a Senior Accountant in its Patrick Air Force Base location. This particular office is run by DynCorp's international division, otherwise known as DynCorp International, LLP, headquartered in Texas. Relator was promoted to Accounting Manager in September 2000, and demoted back to Senior Accountant in March, 2001.

23. Relator Longest was fired by DynCorp in April, 2003 after years of complaining to DynCorp management personnel about the double-charges and overcharges alleged herein. Relator Longest was fired by DynCorp because of her complaints about DynCorp double-charges and overcharges to the Government.

24. As a Senior Accountant and Accounting Manager, Relator's duties included reviewing invoices, supervising accounting clerks, reviewing and approving vouchers for payments by vendors, and preparing cost proposals and reports. Because of her positions and responsibilities, and often because of extracurricular inquiries she made, Relator became very familiar with the INL Contract, with the charges made by DynCorp to the Government under the contract, and with the improper double-charging and overcharging alleged in this Complaint.

25. The double-charging and overcharging alleged herein violated the INL Contract, including various incorporated Federal Acquisition Regulations (FARs) and Joint Travel Regulations (JTRs)/Standardized Regulations, and thus all Public Vouchers submitted by DynCorp to the Government that included requests for payment for any of those double-charges and/or overcharges were false claims for payment. All such Public Vouchers, and all attendant monthly Cost Reports, were false documents used to get DynCorp's false claims paid by the U.S. State Department.

26. In each instance alleged herein where DynCorp double-charged and overcharged the Government, DynCorp actually knew, recklessly disregarded, or deliberately ignored the fact that the charges were improper. In addition, DynCorp actually knew, recklessly disregarded, or deliberately ignored the fact that the Public Vouchers and monthly Cost Reports were false documents.

A. Double Charging For Travel Expenses.

27. DynCorp employees regularly incur travel expenses pursuant to their work under the INL Contract. Three of the largest travel expenses incurred by DynCorp are airfare, rental cars, and employee per diem.

28. Rather than having its employees personally pay airline and rental car charges for later reimbursement, DynCorp itself usually purchases the airline tickets and reserves the rental cars needed for its traveling employees. DynCorp charges the amounts for airfare to its credit account with American Express, and arranges for rental car use through its accounts with various rental car companies.

29. After DynCorp's employees use the airline tickets and rental cars purchased by DynCorp, those employees submit Employee Travel Expense Reports identifying those incurred costs as well as other costs associated with their travel. Employee travel expenses are posted as credits to the employee's individual receivable account in DynCorp's ledger system, known as the Deltek General Ledger Module.

30. DynCorp receives monthly billing statements, often totaling hundreds of thousands of dollars, from American Express and various rental car companies for its employee travel costs. DynCorp conducts a line-item review of these bills to determine which charges were incurred by which employee. DynCorp then posts those line-item amounts as debits to the appropriate employee receivable account.

31. When a debit is posted to its General Ledger, DynCorp simultaneously includes that amount on its bi-weekly Public Voucher invoices to be submitted to the Government. The bi-weekly invoices submitted to the Government do not contain the detail included in DynCorp's General Ledger, and thus do not include either the names of the employees who incurred travel expenses, or the line-item amounts expended under the INL Contract.

32. The Government pays the bi-weekly Public Voucher invoices submitted by DynCorp, which include employee travel expenses, and only rarely requests that

DynCorp supplement its invoices with detail regarding specific expense amounts incurred by specific employees.

33. After the employee expense report amounts are credited in the DynCorp General Ledger, and the invoiced amounts to the Government are debited, the balance for the particular travel expense in the individual employee receivable account will be reduced to zero.

34. In about September to November, 2002, DynCorp included in its invoices to the Government approximately \$500,000 in travel expenses reflected on two American Express and at least three rental car company bills. The Government completely satisfied the invoices, including the amounts for the travel expenses.

35. In November and December, 2002, DynCorp invoiced the Government again for those same travel expenses reflected on the September through November, 2002 billings from American Express and the rental car companies.

36. To accomplish this, DynCorp performed several "Distribution Correction Adjustments" to its General Ledger system. DynCorp credited the amounts on the September through November bills from American Express and the rental car companies to the employee individual receivable accounts. This created an accounting imbalance in DynCorp's General Ledger system, which DynCorp satisfied by debiting those amounts through invoices to the Government.

37. This fraudulent double-billing is demonstrated by first sorting the DynCorp General Ledger system by employee. Once accomplished, the double-charges will be apparent because many of the individual employee receivable accounts will show credits for airline and/or rental car purchases posted in November and December of

2002 in amounts identical to credits posted in the preceding two or three months.

There will be no associated debit.

38. The fraudulent double-billing will also be evident on DynCorp's Voucher Edit Reports, which can be generated by DynCorp's computer accounting system. The vouchers listed in the Voucher Edit Report show amounts debited and credited to various parts of the General Ledger, including individual employee receivable accounts and the Public Voucher system used to charge the Government.

39. DynCorp Voucher Edit Reports dated in November and December, 2002 contain several vouchers with detail regarding the simultaneous credit to employee receivable accounts and debit for charges to the Government for the amounts on the September through November bills from American Express and the rental car companies. Nearly all of these charges to the Government represent double-billing the Government for the same employee travel expenses, as the Voucher Edit Reports from September to November will show that almost all of the same charges had been previously invoiced to the Government.

40. DynCorp managers actually knew, recklessly disregarded or deliberately ignored that the Government was being double-billed for airline and rental car expenses in late 2002. Upon information and belief, DynCorp never reimbursed the Government for the approximately \$500,000 in double-billing accomplished by DynCorp in late 2002.

41. DynCorp also pays its traveling employees a per diem subsidy for meals. The specific amount of the per diem is determined based upon the location where the employees travel, and usually those amounts are greater for travel to foreign countries.

42. Since at least the fall of 2002, many DynCorp employees incorrectly

identified on their employee expense reports their travel destination in order to receive greater reimbursement for per diem amounts. DynCorp management was aware of this practice. It occurred on a weekly basis, and often involved as many as 50% of DynCorp's traveling employees.

43. DynCorp receives reimbursement from the Government for the per diem expenses paid to its employees. These expenses are submitted to the Government as part of the bi-weekly Public Vouchers, and those vouchers are paid in full by the Government. At least since the fall of 2002, many of the Government's payments pursuant to DynCorp's Public Vouchers included payment for fraudulently inflated per diem amounts for DynCorp's traveling employees.

B. Expenses Improperly Charged As Living Quarters Allowance.

44. Much of DynCorp's work under the INL Contract requires that many of its employees reside in foreign countries for extended periods of time. When this is needed, DynCorp is permitted under the INL Contract to reimburse those employees for their living expenses, which is known as a Living Quarters Allowance ("LQA").

45. Permissible LQA expense are defined in the INL Contract. Allowable LQA expenses are identified as rent and any expenses not included in rent for heat, light, fuel, gas, electricity and water.

46. DynCorp routinely invoiced the Government for other expenses incurred by its employees and not permitted by contract. Upon information and belief, the Government always paid those invoiced amounts in full.

47. Impermissible LQA expenses charged to the Government include, among others, amounts for cable television; pool care; landscaping; and maid service. To hide

these impermissible expenses, DynCorp and its employees usually had them included as part of the “rent” charged for the foreign domiciles.

48. DynCorp always invoiced the Government for rent costs incurred for its employees living in foreign countries, and upon information and belief the Government always reimbursed DynCorp for those amounts. DynCorp did not detail for the Government, when submitting Public Vouchers or monthly Cost Reports, the exact types of expenses included in LQA costs for “rent.” The Government was thus unaware that DynCorp charged as “rent” many expenses that are not allowed by the INL Contract.

49. DynCorp has been improperly charging the Government for unallowed LQA expenses for the last several years. Often this scheme would involve improper amounts for more than 50 employees per month.

50. Most of the improper charges for unallowed LQA expenses will be identified by examining the lease agreements signed by DynCorp employees. Those lease agreements will show that many charges included in the “rent” amount are expenses not allowed under the INL Contract.

C. Improper Use Of Cash Advances For LQA Expenses.

51. In order to facilitate the relocation of its employees to foreign countries to perform work under the INL Contract, DynCorp frequently advanced to its employees the amounts needed to cover the employee’s relocation expenses. These amounts are charged to the Government as part of the employee’s LQA, and the Government pays DynCorp for the amounts so advanced.

52. Under the INL Contract, DynCorp must reimburse the Government for

relocation expenses for an employee who resigns within 12 months for reasons within the employee's control.

53. On several occasions DynCorp employees who had received relocation advances resigned from DynCorp within 12 months of DynCorp incurring and billing the Government. Usually, if not always, the reasons for resignation were within the employee's control.

54. In some instances when DynCorp employees resigned within 12 months of using relocation funds received by DynCorp from the Government, DynCorp did not reimburse the Government for the relocation expenses billed to the Government. This violated the INL Contract. DynCorp managers were aware of this practice.

55. Upon information and belief, this failure to reimburse for relocation expenses advanced to employees who resigned within 12 months of relocation occurred on many occasions over the past several years.

56. On at least one occasion, DynCorp advanced relocation expenses to an employee, charged the Government for that amount, but that employee's relocation was thereafter cancelled. As such, the employee never incurred the relocation expenses, and thus never needed the advanced amounts.

57. Under its INL Contract, if DynCorp received from the Government advance amounts for employee relocation expenses, and those expenses were never used at all, DynCorp was required to reimburse the Government for those charges. On at least one occasion of which Relator is aware, DynCorp did not do this. Instead, DynCorp allowed its employee to keep the advanced relocation expenses, and DynCorp did not inform the Government that relocation advancements had not actually

been used.

58. The example of which Relator is aware occurred in approximately late 2001, when DynCorp employee number 030366 was given an advance of \$3,633 for a scheduled relocation to Peru. This amount was invoiced to the Government under the INL Contract as a LQA expense, and the amount was deposited into the account for employee number 030366. The scheduled relocation of DynCorp employee number 030366 to Peru was subsequently cancelled. DynCorp did not reimburse the Government for the \$3,633 in advanced relocation expenses that were never used.

59. Because her employment was abruptly terminated by DynCorp in April, 2003, Relator Longest was unable to determine the extent of DynCorp's practice of invoicing the Government for relocation expenses that were never used.

D. Improper Charges Relating To "Services International."

60. DynCorp often employed citizens of Colombia to assist in its duties under the INL Contract. When this occurred, DynCorp issued checks through its payroll system directly to the Colombians performing the work. DynCorp did not require that those employees document their work performed on a time sheet prior to receiving their payroll checks.

61. DynCorp receives reimbursement from the Government for wages paid to its employees by submitting to the Government documentation of its payroll expenditures. At least through the early 2003 time period, DynCorp did not timely and consistently maintain source documentation for its individual employees showing that they had actually performed the work that they were being paid for under the DynCorp payroll system.

62. In late 2002, DynCorp decided to terminate the employment of approximately 100 of its Colombian National employees. Most of those employees were immediately rehired by a newly-formed subcontractor of DynCorp named Services International Corporation. The work performed under the INL Contract by DynCorp employees who transferred to employment by Services International Corp. did not change.

63. Despite the change in employment status, DynCorp issued approximately \$60,000 in payroll checks through its own payroll system for many of the employees who were terminated in late 2002. Those charges were invoiced to the Government as payroll expenditures, and the Government paid those amounts to DynCorp.

64. After issuing payroll checks to Colombians who were no longer employed, DynCorp voided those checks and the payment to those individuals never occurred. DynCorp had already received payment from the Government under the INL Contract for these amounts, but did not thereafter reimburse the Government for those expenses. DynCorp kept the money.

65. Under the INL Contract, if DynCorp received from the Government amounts for payroll for its ex-employees, DynCorp was required to reimburse the Government for those amounts. By not doing so, DynCorp violated the terms of the INL Contract. Senior-level managers at DynCorp were aware of this, and knew that the Government was not reimbursed the amounts for the approximately \$60,000 in cancelled checks.

66. As an incentive to entice its Colombian employees to accept transfer of employment from DynCorp to Services International, DynCorp paid those employees

large unauthorized sums disguised as “severance.” DynCorp also paid unauthorized attorneys’ fees associated with its payment of “severance” to certain of its employees. Combined, these improper and unauthorized severance and attorneys’ fee payments amounted to hundreds of thousands of dollars.

67. Under the INL Contract, DynCorp was not allowed to seek reimbursement from the Government for these large “severance” amounts and associated attorneys’ fees that were never authorized by the State Department. Despite this, DynCorp included those amounts on various Public Vouchers submitted to the Government in approximately late 2002 or early 2003. Those vouchers were fully paid.

68. DynCorp tried to hide these unauthorized payments in two ways. First, DynCorp improperly charged many of those severance amounts and related attorneys’ fees to the INL Contract “Fringe Account” or “Other Direct Costs” account, and often posted those amounts to accounts generally reserved for employee vacation payments. Second, DynCorp usually avoided direct payment of “severance” to individual employees by wire-transferring funds to an attorney’s office for later distribution to specified individuals.

69. By manipulating its accounting process in this fashion, DynCorp fully intended to make discovery of its fraudulent and unauthorized “severance” and attorneys’ fees payments more difficult to ascertain.

E. Fabricated Charges In Peru.

70. In early September, 2000, Relator conducted an audit of several discrepancies that she noted in the petty cash fund operated at DynCorp’s offices in Peru. Based on this audit, Relator concluded that the DynCorp Logistics Manager in

Peru had falsified approximately \$77,000 in telephone bills and freight bills for that location over the years 1998, 1999 and 2000.

71. The amounts for every falsified telephone and freight bill submitted by this Logistics Manager in Peru to DynCorp over those years were, in turn, invoiced by DynCorp to the United States for reimbursement. The United States did in fact pay DynCorp for these improper charges.

72. Relator reported her Peru audit findings to her superiors at DynCorp. In response, DynCorp sent other auditors to PAFB in order to verify Relator's audit findings, and those auditors confirmed the apparent embezzling of funds by the Peru Logistics Manager. Relator was then reassigned to other audits and told that other DynCorp auditors were going to finish the Peru audit and ensure that the United States was reimbursed for the improper telephone and freight charges.

73. Despite this, DynCorp reimbursed the United States only for approximately \$50,000 in fraudulent telephone charges. DynCorp did not reimburse the United States for approximately \$27,000 in fraudulent freight charges.

F. Double Payments For Vacation Time.

74. DynCorp is permitted under its INL Contract to pay certain of its employees for a certain number of days the employee spends on vacation. DynCorp tracks the vacation time used by its employees on a computer database known as the "People Soft" system.

75. Under the People Soft system, when an employee takes vacation time, those days should be deducted from the employee's accrued allowable vacation time. DynCorp receives reimbursement under the INL Contract for vacation time used by its

employees.

76. When an employee is terminated by DynCorp, that employee is entitled to receive payment for any unused vacation time. Any such payments by DynCorp to its employees are reimbursed to DynCorp by the Government.

77. On several occasions over the past few years, DynCorp did not deduct vacation time used by its employees from the People Soft system. Thus, the employees' accrued allowable vacation was not properly reduced. The particular employees involved can be determined by examining employee time sheets for the actual number of vacation days used, and comparing that with the People Soft system that shows the number of vacation days deducted.

78. When these employees were terminated by DynCorp, they would improperly receive amounts for "unused" vacation days that the employees had actually already used and been compensated for. This resulted in double-charging of the Government—once when DynCorp paid the employees for salary while they were on vacation and again when those employees were terminated and received payment for those same days as supposedly "unused" vacation time.

79. This double-charging for vacation time occurred on at least 10 occasions between January 2001 and April 2001. Upon information and belief, it also occurred on numerous other occasions since 1999, when DynCorp began using the People Soft system on the INL Contract.

80. DynCorp managerial personnel were aware of double-charging for unused vacation time, but did not reimburse those amounts to the Government.

G. Miscellaneous Double-Charges And Overcharges.

81. On occasion, DynCorp employees are involved in accidents while driving rental cars, or in some other fashion cause damage to the rental car. When this occurs, DynCorp generally charges the Government for amounts needed to pay the rental car companies for the damage.

82. When a rental car was damaged, DynCorp often received restitution payments for the damage caused to the rental car being driven by the DynCorp employee from an insurance company. These payments would then be duplicative of amounts already received by DynCorp through its invoices to the Government.

83. Under the INL Contract, when DynCorp received such amounts from third-parties after having charged the contract for amounts needed to fix damage to rental cars, DynCorp was required to reimburse the Government those amounts. Despite this, DynCorp did not reimburse those amounts to the Government.

84. Fraudulent charges for rental car damage occurred at least in the fall of 2002 and, upon information and belief, other times since then.

85. DynCorp employees in Colombia also used cellular telephones to make business and personal calls. Under the INL Contract, amounts for personal calls could not be charged to the Government.

86. Despite this, DynCorp has since at least 1998 regularly charged the Government for all costs incurred for its employees use of cellular telephones, making no effort to determine which calls were for DynCorp business and which calls were personal. In fact, many of those calls were not related to DynCorp business under the INL Contract. Because of this, DynCorp improperly charged the Government for

cellular telephone expenses.

87. DynCorp employees also charged personal travel expenses to the INL Contract. At least during the year 2000, and upon information and belief on occasions thereafter, DynCorp employees would claim that hotel room charges were incurred pursuant to work under the INL Contract when, in fact, those employees were not performing such work. Such charges were not properly reimbursable from the Government, yet DynCorp invoiced and received payment for them. DynCorp managers were aware of this practice.

88. DynCorp employees also improperly charged the INL Contract for First Class airline tickets. At least during the year 2000, and upon information and belief on occasions thereafter, DynCorp employees would charge the INL Contract for First Class airline tickets even though such charges were not allowed under the INL Contract. Such charges were not properly reimbursable from the Government, yet DynCorp invoiced and received payment for them. DynCorp managers were aware of this practice.

COUNT I

VIOLATION OF 31 U.S.C. § 3729(a)(1) and (a)(2)

89. The allegations of the preceding paragraphs are re-alleged as if fully set forth below.

90. Defendant Dyncorp knowingly and falsely represented to the Government that it was in full conformance with the terms of its Government contract in order to obtain payments pursuant to the contract between the Government and Dyncorp, in

violation of 31 U.S.C. §3729(a)(1) and (a)(2).

91. Defendant Dyncorp, by and through its officers, agents, employees, or subcontractors, knowingly presented or caused to be presented to an officer or employee of the United States Government false or fraudulent claims for payment or approval in violation of 31 U.S.C. § 3729(a)(1).

92. Defendant Dyncorp, by and through their officers, agents, employees or subcontractors, knowingly made, used, or caused to be made or used, false records or statements to get false or fraudulent claims paid or approved pursuant to a contract with the United States Government in violation of 31 U.S.C. § 3729(a)(2).

93. Based upon Dyncorp's submission of false claims for payment certifying compliance with the contract, Dyncorp directly obtained payment from the United States Government.

94. Defendant Dyncorp, by and through their officers, agents, employees, or subcontractors ordered, authorized, and ratified the actions of their various officers, agents, employees, or subcontractors to take the actions set forth above.

95. Defendant Dyncorp knowingly violated the False Claims Act, as that term is defined in 31 U.S.C. § 3729(b).

96. The United States Government has been damaged as a result of Dyncorp's conduct in violation of the False Claims Act in an amount to be determined at trial.

COUNT II

FALSE CLAIMS ACT RETALIATION VIOLATION

31 U.S.C. § 3730(h)

97. Relator realleges and reavers the allegations set forth in paragraphs 1-96 as if fully set forth below.

98. Since at least 1998, Relator Longest repeatedly questioned Dyncorp's improper billing on Government contracts.

99. Defendant Dyncorp retaliated against Relator Longest for her repeated complaints about Dyncorp's improper billing to the Government and her efforts to rectify this situation.

100. In or about April, 2003, Dyncorp terminated Relator Longest's employment.

101. Relator Longest was discriminated against in the terms and conditions of her employment by Defendant Dyncorp, by and through its officers, agents, and employees because of lawful acts done by her in the furtherance of an action under the False Claims Act.

102. Dyncorp's actions have damaged Relator Longest in violation of 31 U.S.C. §3730(h). Relator Longest has been damaged in an amount to be determined at trial as a result of Dyncorp's actions.

COUNT III

FLORIDA WHISTLEBLOWER STATUE VIOLATION

Fla. Stat. § 448.102

103. Relator realleges and reavers the allegations set forth in paragraphs 1-96 as if fully set forth below.

104. Since at least 1998, Relator Longest repeatedly questioned Dyncorp's improper billing on Government contracts.

105. Beginning in late 2002, Relator Longest reported to officials with the United State Department of State, both orally and in writing, the fraudulent activities and practices alleged herein. Relator Longest specifically reported that such practices violated myriad contract provisions and Government laws, rules and regulations.

106. On many occasions since 1998, Relator Longest brought the fraudulent activities and practices alleged herein to the attention of her supervisors and her employer. Relator Longest did so both orally and in writing, and thus afforded her employer many opportunities to correct the fraudulent activities and practices alleged herein.

107. On many occasions over the past few years, Relator Longest objected to and refused to participate in the fraudulent activities and practices alleged herein, despite being specifically asked to do so by her supervisors and employer.

108. Because Relator Longest refused to participate in the fraudulent activities and practices alleged herein, and because Relator Longest reported those activities and practices to the United States Department of State, DynCorp fired Relator Longest in April, 2003, in violation of Florida Statue § 448.102.

PRAYER

WHEREFORE, on Count I, Relator requests:

- (a) That this Court enter judgment against the Defendants in an amount equal to three times the amount of damages the United States Government has sustained because of Defendants' actions, plus a civil penalty of \$11,000 for each action in violation of 31 U.S.C. § 3729, and the costs of this action, with interest, including the costs to the United States Government for its expenses related to this action;
- (b) That Relator be awarded all costs, attorneys' fees, and litigation expenses;
- (c) That in the event that the United States Government continues to proceed with this action, Relator be awarded an amount for bringing this action of 25% of the proceeds of the action or the settlement of any such claim;
- (d) That in the event that the United States Government does not proceed with this action, Relator be awarded an amount for collecting the civil penalty and damages of 30% of the proceeds of this action or the settlement of any such claim;
- (e) That the United States Government and Relator receive all relief, both at law and in equity, to which they may reasonably appear entitled.

WHEREFORE, on Counts II and III, Relator Longest requests:

- (a) That she be awarded all compensatory damages, including personal injury damages for pain and suffering and loss of reputation, to which she is entitled pursuant to 31 U.S.C. § 3730(h), Fla. Stat. § 448.102, and other

applicable law;

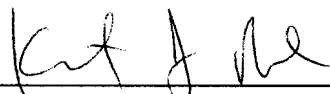
- (b) That she be awarded all litigation costs and reasonable attorneys' fees incurred as provided pursuant to 31 U.S.C. § 3730(h), Fla. Stat. § 448.102, and other applicable law;
- (c) That she receive all relief, both at law and in equity, to which she may reasonably appear entitled.

Dated this 28th day of May, 2003.

Respectfully submitted,

OF COUNSEL:

James B. Helmer, Jr.
 Frederick M. Morgan, Jr.
 Robert M. Rice
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RELATOR GLORIA LONGEST DEMANDS A TRIAL BY JURY.

*Add
 Helmer, Jr.
 Morgan, Jr.
 +
 Rice
 attys
 for
 PLA
 sealed case*



 Kenneth J. Nolan

JS 44 (Rev. 3/99)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
 U.S. ex rel. **GLORIA LONGEST**

(b) County of Residence of First Listed Plaintiff Brevard
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Kenneth J. Nolan, Esq.
Kenneth J. Nolan, P.A.
 350 E. Las Olas Blvd., Ste. 1270, Ft. Laud, FL 33301
 (954) 779-3943

DEFENDANTS
DYNCRP
DYNCRP INTERNATIONAL, LLC.

County of Residence of First Listed Defendant Fairfax Co., VA.
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input checked="" type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> B20 Copyrights <input type="checkbox"/> B30 Patent <input type="checkbox"/> B40 Trademark	
		LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> B61 HIA (1395ff) <input type="checkbox"/> B62 Black Lung (923) <input type="checkbox"/> B63 DIWC/DIWW (405(g)) <input type="checkbox"/> B64 SSID Title XVI <input type="checkbox"/> B65 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> B70 Taxes (U.S. Plaintiff or Defendant) <input checked="" type="checkbox"/> B71 IRS—Third Party 26 USC 7609	

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

31 U.S.C. §3729 et seq. Claim under the False Claims Act.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 5/28/03 SIGNATURE OF ATTORNEY OF RECORD Kent J. Nolan

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____