

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

2012 DEC 13 A 11:34

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

RAISSA WILSON
P.O. Box 22691
Alexandria, VA 22304

Plaintiff,

v.

RAYTHEON TECHNICAL SERVICES
COMPANY, LLC
22265 Pacific Boulevard
Dulles, VA 20166

Defendant.

Case No.

1:12cv1437-AJT/TCB

JURY TRIAL DEMANDED

COMPLAINT

THE PARTIES

1. Plaintiff Raissa Wilson is a resident of Alexandria, Virginia. She is a retired disabled veteran of the United States Marine Corps. She holds a Master's degree in Business Administration from the Stephen M. Ross School of Business of the University of Michigan. Ms. Wilson is a former Program Manager for Defendant Raytheon Technical Services, Company, LLC.

2. Defendant Raytheon Technical Services Company, LLC ("RTSC") is a limited liability company headquartered in Dulles, Virginia. RTSC maintains offices across the world and provides training, logistics, and engineering solutions.

JURISDICTION AND VENUE

3. This Court has federal question jurisdiction under 28 U.S.C. § 1331 over False Claims Act claims: 31 U.S.C. § 3730, 31 U.S.C. § 3732.

4. This Court has general personal jurisdiction over Defendant RTSC because it is an entity located within this judicial district.

5. Venue is proper under 28 U.S.C. § 1391(b) because a substantial part, if not all, of the events or omissions that give rise to this Complaint occurred in this judicial district. Venue is further proper under 31 U.S.C. § 3732 because at least one of the defendants can be found and transacts business in this judicial district.

STATEMENT OF FACTS

Educational and Professional Background

6. Ms. Wilson is a graduate from the Naval Academy and a former member of the United States Marine Corps. She holds a Master's degree in Business Administration from the Stephen M. Ross School of Business of the University of Michigan. She has obtained PEO/ACAT I/II PM and Level III Certification by the Defense Acquisition University.

7. Ms. Wilson served as a Marine in the United States Marine Corps from 1994 to 2000. She medically retired after suffering an injury to her elbow in a training accident which made her no longer physically fit to serve in an active duty Marine Corps role. Ms. Wilson is classified as a disabled veteran.

8. She entered into the MBA program at the University of Michigan and graduated. While an MBA student at the University of Michigan, she was also actively serving in the United States Marine Corps. She graduated within two and a half years. She then entered into the financial industry, focusing on private wealth and private equity.

9. Ms. Wilson first joined RTSC in January 2007 and left in November 2009.

During Ms. Wilson's first stint with RTSC, she received "exceeds" reviews on her performance and was classified as a "high potential." An "exceeds" performance descriptor placed Ms. Wilson within the top 25% to 35% of the employee population.

10. In or around late 2009, one of the directors at RTSC accepted a new position with ManTech International Corporation ("ManTech"), a defense contractor based in Chantilly, Virginia, and asked Ms. Wilson to join him, which she did. Ms. Wilson received a promotion, increase in responsibility, and a substantial increase in pay when she joined ManTech and left RTSC.

Ms. Wilson Returns to RTSC

11. In or around July 2010, RTSC, through RTSC Directors Larry Nelson and David Jennings, asked Ms. Wilson whether she would consider returning to RTSC to assist on its subcontract with Parsons Corporation¹ ("Parsons") that provided logistics support for the National Geospatial-Intelligence Agency's ("NGA") Base Operations Support East (BOS-E). RTSC (the subcontractor) was at risk of termination for default under its subcontract with Parsons within a month of inception of the subcontract. RTSC was unable to fulfill its obligations to Parsons from an early stage under the contract, and sought Ms. Wilson's assistance to rehabilitate the relationship with Parsons.

12. In or around September 2010, Ms. Wilson returned to RTSC as the Program Manager ("the PM") on the subcontract. Under the BOS-E subcontract, Ms. Wilson provided logistics support services for base operations, which included: Logistics Support Services, Property Management, Fleet Management, Freight and Warehouse

¹ Parsons is a corporation headquartered in Pasadena, California. It maintains several offices in Virginia and in Washington, DC. Parsons is an engineering, construction, technical, and management services firm. It provides logistical solutions and professional services to federal, regional, and local government agencies.

Services, Mail Services, Toner/Copier Managements, Forms and Publications, and Anti-Terrorism and Emergency Management Support Services to facilitate day-to-day base functions.

Performance as a PM

13. During Ms. Wilson's tenure, the BOS-E subcontract expanded by an additional \$2 million over the next ten to twelve months of the base period of the contract for activities related to the consolidation of NGA's campus consolidation. NGA had underestimated what actions and equipment were needed to facilitate the campus consolidation. As a result, NGA contracted for certain other services to facilitate that aim. On January 25, 2012, RTSC's internal news services circulated an article titled "Technical Service BOS-E Team has R6s Success Story" congratulating Ms. Wilson's leadership on the BOS-E subcontract. *See* TS Communications, "Technical Service BOS-E Team has R6s Success Story," ONE RTN, (January 25, 2012), Ex. A. In this article, RTSC publicly congratulated Ms. Wilson's rehabilitation of the BOS-E subcontract, noting how she improved client relations and expanded the value of the contract.

14. From March through May 2012, Ms. Wilson received "meets" ratings. Mr. Cooper made no indication to Ms. Wilson that her performance was substandard or deficient until early October 2011. For the twelve months of his leadership, Stuart Harrison, the Vice President for Parsons and the Program Manager on the prime contract with NGA, told her she was doing a "great job." For the same period, Gregory Wojtkun, the NGA BOS-E Program Manager, also told her repeatedly she was doing a "great job."

15. During the same time that Ms. Wilson was providing logistical support

under the BOS-E subcontract, NGA was in the process of consolidating campuses under the 2012 Base Realignment and Closure (“BRAC”) and moving to a single new campus being constructed in Springfield, Virginia. NGA originally maintained various campuses in Bethesda, Maryland, Washington Navy Yard, and in Springfield, Virginia. In order to achieve the successful BRAC by 2012, the consolidation required specialized disposal and destruction of equipment, files, and other items due to the sensitive information contained on those mediums. The campus consolidation serves as a backdrop to Ms. Wilson’s reports of fraud, waste, and abuse.

16. As a PM, Ms. Wilson witnessed and reported to her superiors and the Department of Defense Office of Inspector General (“the OIG”) numerous instances of fraud, waste, and abuse, including but not limited to gross mismanagement of funds and wasteful destruction of property. These reports focused on the program’s mismanagement and misuse of metro passes, wasteful destruction of property at the expense of and to the detriment of taxpayer funds, unauthorized use of resources, and abuse of certain privileges by the NGA Site Director of Site Installation Operations and Logistics. More details regarding Ms. Wilson’s observations and reports of fraud, waste, and abuse are detailed in paragraphs 32 through 46 below.

17. Ms. Wilson made her first report on or about June 2011. Her last report was made in February 2012. Each time that Ms. Wilson made a report of fraud, waste or abuse, her superiors noted her report, but, to Ms. Wilson’s knowledge, they did not take any corrective action.

RTSC’S Termination of Ms. Wilson Following her reports of fraud, waste and abuse to her superiors and to the Department of Defense Office of Inspector General

18. On October 5, 2012, after Ms. Wilson had made reports of fraud, waste,

and abuse, Keith Cooper, RTSC Director of Operations, Training, and Logistics (“OTL”) and Ms. Wilson’s supervisor, stated to Ms. Wilson that she must resign or be terminated from RTSC based on a request from NGA through Parsons. Ms. Wilson was told, at a minimum, she would be removed from the BOS-E subcontract pending termination or resignation. Her eventual termination was not the result of poor performance. In fact, she had received favorable reviews during her time with RTSC and Mr. Cooper never suggested to Ms. Wilson that her termination was in any way related to her performance. Mr. Cooper indicated to Ms. Wilson that she had one week to provide him a response to his ultimatum to resign or be terminated. Ms. Wilson stated to Mr. Cooper that she believed the request to remove her from the program was in direct retaliation to her inquiries and reports about her observations of fraud, waste, and abuse. On October 16, 2011, Ms. Wilson formally notified the OIG of her previous reports of potential fraud, waste, and abuse.

19. On October 17, 2011, Mr. Cooper, Jennifer Zapata, RTSC’s Human Resources Generalist, and Sherri Huntley, also a RTSC Human Resources employee, called an internal meeting with Ms. Wilson. In that meeting, Mr. Cooper reminded Ms. Wilson of his ultimatum: quit or be fired. He demanded to know Ms. Wilson’s response. It was at this time that Ms. Wilson informed Mr. Cooper that she had filed a whistleblower complaint. Mr. Cooper then stated that Ms. Wilson could continue to work, but only under special conditions of employment. Ms. Wilson’s special conditions of employment precluded her from going “on site” to NGA. She was not allowed into her work space without another RTSC employee present. She was also not permitted to speak with NGA, the End Client. Any communications had to be vetted through Mr.

Cooper. Mr. Cooper stated that if Ms. Wilson complied by these special conditions she could remain employed by RTSC.

20. Mr. Cooper, Ms. Zapata, and Ms. Huntley held another meeting with Ms. Wilson on November 9, 2011. At that meeting, Mr. Cooper indicated that Ms. Wilson had performed admirably since October and that she had no issues.

21. On November 17, 2011, Ms. Wilson met with David Appel, RTSC Director of Mission Support Operations and Mr. Cooper's supervisor, and Rich Crowell, an RTSC finance employee. Mr. Appel requested Ms. Wilson to remain on board as a project manager throughout the first option year ending March 1, 2013.²

22. On December 7, 2011, Mr. Mullins asked Ms. Wilson if she remembered "the issue" Ms. Wilson brought to his attention in September. Ms. Wilson understood "the issue" to refer to Ms. Wilson's October 2011 report for fraud, waste, and abuse and specifically the issue of the Director of NGA's potential misuse of a government vehicle and driver for personal services. Mr. Mullins then told Ms. Wilson, "Well, we know it was you that brought it forward and there are going to be ramifications."

23. Mr. Cooper called Ms. Wilson on December 15, 2011 to notify her that during contract negotiations with Parsons, NGA mandated the removal of Ms. Wilson as a condition of awarding the revised Proposed Work Statement ("PWS") to Parsons. Mr. Cooper informed Ms. Wilson that RTSC would not receive the award for approximately \$13 million dollars if she remained on the contract and was not removed. In a later correspondence from Mr. Cooper referencing the December 15, 2011 communication by

² An option year is the year beyond the base year of the contract when the client elects to extend the services of the contract by an additional year. The option year in the present case began on March 1, 2011 and extended to March 1, 2012.

which Parsons directed RTSC to remove Ms. Wilson as PM, Mr. Cooper wrote that Parsons referred to Ms. Wilson's "unprofessional, abrasive, and rude interactions" with NGA government officials.

24. On January 9, 2012, Mr. Cooper asked Ms. Wilson what she was doing to seek employment. Mr. Cooper then verbally terminated her, stating that she would no longer be employed at Raytheon.

25. On January 10, 2012, Ms. Wilson submitted a correspondence to Ms. Huntley and Ms. Zapata regarding the hostile work environment created by Mr. Cooper. Specifically, Ms. Wilson wrote as follows: "Keith [Cooper] consistently displayed a hostile attitude towards the matter underlying my protected conduct. He required special conditions of employment following protected conduct and leading up to my verbal termination as Program Manager, Base Operations Support East." The Human Resources Department purported to initiate an investigation as to Ms. Wilson's claims regarding Mr. Cooper. Ms. Wilson never received any reports or final conclusions to the investigation.

26. On February 14, 2012, Ms. Wilson met with Ms. Zapata around 9 a.m. Ms. Zapata informed Ms. Wilson that RTSC's legal department told Sherri Huntley to find disparaging information about Ms. Wilson in order to allow RTSC to terminate her and eliminate any potential whistleblower retaliation issues.

27. Prior to Ms. Wilson's reporting, she had not received any formal or informal counseling regarding unprofessional or difficult conduct. Ms. Wilson had no negative evaluations in her prior stint with RTSC. In fact, prior to her reporting of fraud, waste, and abuse, Ms. Wilson was praised and recognized for repairing and then growing a project which had been severely underperforming.

28. Throughout even the end of February 2012, RTSC sought Ms. Wilson's continued support on the BOS-E program. On her second to last day at RTSC, Ms. Wilson was still being assigned new projects.

29. Ms. Wilson officially was terminated on February 28, 2012.

30. In addition, on information and belief, RTSC has instructed its employees to cease any and all contact with Ms. Wilson.

31. As a result of Ms. Wilson's termination, she has suffered lost wages, benefits associated with full-time employment (*e.g.* employer provided healthcare, 401K enrollment), among other things. Ms. Wilson further believes that her termination has impaired her ability to find employment in the defense industry. At the time of filing this Complaint, Ms. Wilson is still seeking full-time employment.

Identification of Fraud Waste and Abuse

32. Ms. Wilson identified numerous and varying instances of fraud, waste, and abuse and improper conduct during her time as a program manager for RTSC. Those instances are described in further detail below:

Metro Passes

33. During Ms. Wilson's tenure, NGA issued over 600 metro passes to various employees. However, only 230 employees used mass transit. As part of her responsibilities, Ms. Wilson issued weekly reports to RTSC, Parsons and NGA regarding NGA employee use of mass transit. She was in charge of directing shuttle schedules for handling pick up from metro rail stops and Virginia Railway Express stops and transporting those employees to the campus. Consequently, well over half of the metro passes issued were not used for purposes of commuting to and from work. The intent of

issuing metro passes was to encourage mass transportation, ease congestion on local roads, and abide by the BRAC objective to reduce the government's carbon footprint.

34. On information and belief, these government employees knowingly accepted the metro passes and used them for personal rather than government use. NGA did not track or inventory who received metro passes or parking passes. However, employees were not permitted to obtain both metro passes and parking passes. Nevertheless, Ms. Wilson observed that numerous employees held both metro and parking passes.

35. Ms. Wilson reported this issue with Gary Mullins, the NGA Contracting Office Representative, and John Bigger, the Logistics Manager for the Site Installation Operations Logistics Division, in the beginning of July 2011 because this excessive assignment of parking and metro passes began impacting RTSC fleet services. Ms. Wilson was required to provide shuttle services well in excess of actual usage. Most shuttle runs were at fifty percent or less capacity. However, given the constraints under the BOS-E subcontract, Ms. Wilson was required to provide these services despite the fact they did not maintain the ridership to make it cost effective. When Ms. Wilson reported this wasteful conduct, Gary Mullins told Ms. Wilson that she was being difficult.

Destruction of Apple Computers

36. On around late June 2011, Ms. Wilson managed several loading docks on at multiple NGA campus. As part of the NGA campus consolidation, her warehouses, property management and loading docks were used for transporting items to be sent for destruction. Accordingly, Ms. Wilson observed and reported the destruction of various properties as wasteful conduct, including the following:

- Destruction of 22 30-inch Apple flat panel monitors less than a year old;
- Destruction of over 40 Tandberg VTC systems in working condition;
- Destruction of a server rack that was still in its original packaging, and destruction of multiple server racks that had received minimal use;
- Destruction of seven large drop-down ceiling screens with shipping labels still attached and the screens still in their original packaging.

37. These items were all destroyed as opposed to being repurposed or reused.

Ms. Wilson noted that the destruction of these new or little used materials constituted wasteful handling of taxpayer funds. Ms. Wilson first reported the fraud, waste, and abuse of the destruction of these materials to her RTSC supervisor, Parsons PM and NGA Contracting Officer Representative (“COR”) in July and subsequently the OIG in October 2011.

Personal Use of a Vehicle by the Director

38. Cynthia Snyder, the NGA Site Director of Site Installation Operations and Logistics (“SIOL Director”), directed Parsons to direct RTSC to obtain a different vehicle for the NGA Director, Ms. Letitia Long. RTN had bid and been approved for procuring 2010 Chevy Suburban Z71s as part of the contract as the dedicated support vehicle for Ms. Long.

39. The SIOL Director instructed RTSC via Parsons, to terminate the lease on the new 2010 Chevy Suburban Z71 and to obtain a 2010 Cadillac DTS with additional modifications, such as tinted windows and a law enforcement light bar. SIOL stated to Parsons and RTN that procuring the Cadillac was necessary because Ms. Long was entitled to a vehicle commensurate with her title and did not want to have the same or similar vehicle to other directors or executives in the community. The original executive

vehicle lease had a sell cost of \$17,000 for the 22 month base period of the contract. The directed change to the director's vehicle resulted in a cost increase to a sell price of approximately \$46,338 for the base period. Ms. Wilson identified this to be a wasteful expenditure of taxpayer funds in the amount of \$29,338.

Abuse of Vehicle Driver Privileges

40. Ms. Long directed her dedicated executive driver, an employee of RTSC and subordinate of Ms. Wilson, to pick her up at the Pentagon at 6:00 a.m. and then drop her off at the end of the day on multiple occasions and as recently as October 13, 2011. On information and belief, Ms. Long maintained a secondary office in the Pentagon, however it was confirmed through discussions with employees involved that she never went into her office building. Instead, on information and belief, Ms. Long used RTSC's driver for her convenience. Ms. Long lived in Arlington, Virginia, and therefore would drive the short distance to the Pentagon to be picked up by the RTSC driver for transport to her NGA office. Ms. Long misappropriated RTSC's driver's time for approximately 18 hours one day in September 2011, which resulted in the driver's exhaustion and posed a potential safety risk. The driver also had not been pre-approved for overtime.

41. The RTSC driver confirmed with Ms. Wilson that Ms. Long did not enter the Pentagon, but proceeded directly from her car to the executive vehicle. The fact that Ms. Long did not enter the Pentagon suggested to Ms. Wilson that she was using the executive services for personal use.

42. Ms. Wilson raised her suspicions of Ms. Long's misappropriation of driver services directly with Keith Cooper, Stuart Harrison, the Program Manager for Parsons, and Mr. Mullins in July 2011. She then raised the issue again in September to Jennifer

Zapata, Keith Cooper, Peter Mueller, the new Program Manager for Parsons, and Mr. Mullins after the additional instances of witnessing what she perceived to be abuse of the executive driver services.

Family Day

43. At the end of September 2011, NGA hosted a “Family Day” at the Springfield Campus, inviting the family of various NGA employees to attend. NGA expended in excess of \$250,000 of taxpayer funds to host the 2011 NGA Family Day. NGA hired commercial vendors to support the event. Ms. Wilson reported numerous unnecessary expenditures on private vendors related to Family Day. Some of the excessive expenditures included renting dunk tanks, ponies, and clowns, in addition to massive commercial tents, tables, chairs, and food vendors.

44. NGA spent approximately \$25,000 on private transportation for the employees and their family members. NGA issued a Request for Proposal that would preclude any competition and hired Reston Limousine and Travel Service, Inc. (“Reston Limo”) to provide transportation services. On information and belief, Reston Limo provided unauthorized discounts to NGA in order to secure the Family Day transportation contract.³ NGA provided all-day shuttle service transportation to and from the Franconia/Springfield Metro Station. NGA awarded a sole-source contract to Reston Limo without providing any sole source justification.

45. Ms. Long permitted non-authorized personnel into sensitive and classified

³ Under Federal Acquisition Regulation (“FAR”) 3.501, *et seq.*, it is improper to submit an offer below anticipated costs, expecting to: “(1) Increase the contract amount after award (*e.g.*, through unnecessary or excessively priced change orders); or (2) Receive follow-on contracts at artificially high prices to recover losses incurred on the buy-in contract.”

areas without prior clearance or approval. The entire NGA building is a classified facility. However, the atrium is unclassified with restricted access to the surrounding work spaces. Generally, any employees or visitors to NGA must be vetted through the proper security measures. For Family Day, however, Ms. Long's staff suspended the general security protocols. All family members were permitted to enter into the atrium and also permitted in the classified workspaces. Ms. Wilson viewed the suspension of the security requirement as compromising the integrity of the NGA facility. Ms. Wilson subsequently reported her observations about Family Day to the OIG.

Holiday Decorations

46. On or around early November 2011, NGA leadership expended \$25,000 to procure new holiday decorations. Ms. Wilson and her team were then directed to destroy the former year's serviceable holiday decorations that were stored in the NGA warehouse. On information and belief, however, NGA hired a sole source private decorator without any justification for why the contract was bid out in a sole source manner.⁴ The decorations were installed in early December 2012. Ms. Wilson reported this observed waste to the OIG in early 2012.

**COUNT I: WHISTLEBLOWER RETALIATION UNDER 30 U.S.C. § 3730(h)
(against RTSC)**

47. Each and every allegation in the preceding paragraphs is repeated and realleged as if set forth here.

48. While serving as a project manager for RTSC, Ms. Wilson observed fraud,

⁴ Under FAR 6.303-1, a contracting officer "shall not commence negotiations for a sole source contract" . . . without providing proper and appropriate justification as delineated under Regulation 6.303-1(a)(1)-(3).

waste, and abuse, and reported this abuse to her supervisors at RTSC, and to the general contractor, Parsons. This reporting was outside the normal boundaries of her job. Ms. Wilson reasonably believed that she was collecting information to prevent fraud, waste, and abuse.

49. Ms. Wilson collected information which she believed constituted evidence of RTSC's fraud, waste, and abuse in submitting their claims for payment under their respective contracts with NGA.

50. RTSC was on notice of Ms. Wilson's reports regarding her observations of fraud, waste, and abuse. RTSC acknowledged that it knew of Ms. Wilson's reports of fraud, waste, and abuse.

51. RTSC was on notice that there was a reasonable possibility that a lawsuit under the False Claims Act would be filed against them.

52. Section 3730 of the False Claims Act prohibits an employer from taking any retaliatory action against an employee who engages in protected activity under the Act.

53. RTSC terminated Ms. Wilson because she engaged in whistleblower activity under 30 U.S.C. § 3729.

PRAYER FOR RELIEF

Ms. Wilson respectfully requests that this Court enter the following relief in her favor:

a. Enter judgment in favor of the plaintiff and against the defendant under the Employee Protection Provision of the False Claims Act, 31 U.S.C. § 3730(h), in an

amount equal to double Ms. Wilson's amount of backpay, plus frontpay, interest, costs, and attorney's fees, and special damages for emotional distress in an amount to be determined at trial.

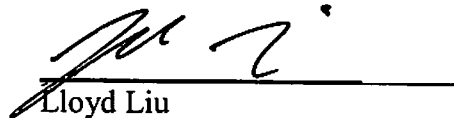
b. Any other further relief as this Court deems proper.

JURY DEMAND

Ms. Wilson demands a trial by jury as to all issues so triable under Rule 38 of the Federal Rules of Civil Procedure.

Date: December 13, 2012

Respectfully submitted,



Lloyd Liu
VA Bar No. 80624
lloyd@coburngreenbaum.com
Tel: 202-470-1689
Barry Coburn
VA Bar No. 36907
barry@coburngreenbaum.com
Tel: 202-643-9472
Coburn & Greenbaum, PLLC
1710 Rhode Island Ave.
Second Floor
Washington, DC 200036
Fax No: 866-561-9712

Counsel for Plaintiff Raissa Wilson