

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION

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U.S. DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
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DEPUTY

UNITED STATES OF AMERICA  
ex rel. SUSANN CAMPBELL,

Plaintiff,

v.

KIC DEVELOPMENT, LLC, RECA  
CONSTRUCTION, LLC, ANTHONY  
ACRI, CHRISTINE HAYES,  
EARL HALL, and JAMES G. TUSKAN

Defendants.

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EP: 18-CV-193-KC

**UNITED STATES OF AMERICA'S COMPLAINT IN INTERVENTION**

The United States of America (United States), on behalf of its agencies, the Small Business Administration (“SBA”) and the Department of the Army (“Army”), files its Complaint in Intervention and states as follows:

**I. INTRODUCTION**

1. Plaintiff, the United States, brings this action against Defendants ANTHONY ACRI (“ACRI”), CHRISTINE HAYES (“HAYES”), EARL HALL (“HALL”), and JAMES G. TUSKAN (“TUSKAN”) to recover treble damages, civil penalties and costs under the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, and to recover damages and other monetary relief under the common law and equitable theories of unjust enrichment and payment by *mistake*.<sup>1</sup>

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<sup>1</sup> Relator, SUSANN CAMPBELL (“CAMPBELL”) named KIC Development, LLC and RECA Construction LLC as defendants in her original *qui tam* complaint, in addition to the individually named defendants in this paragraph. The United States declines to intervene as to KIC Development, LLC and RECA Construction LLC at this time.



## II. PRELIMINARY STATEMENT

2. This lawsuit seeks to recover millions of dollars improperly obtained through a scheme by and between, Defendants ACRI, HAYES and HALL whereby they paid bribes and kickbacks to Defendant TUSKAN, a U.S. Army Corps of Engineer contracting official, so that they could obtain and submit claims under contracts in support of the U.S. Army's \$3 billion effort to improve Fort Bliss in El Paso, Texas. Because the Defendants obtained and maintained these contracts through illegal kickbacks and bribes, rather than through honest efforts, all claims submitted by the Defendants under the contracts are false and recovery is permitted by the FCA and common law.

## III. JURISDICTION AND VENUE

3. All Counts of this Complaint are civil actions by the United States against the Defendants under the FCA, 31 U.S.C. §§ 3729-3733. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1345, and 31 U.S.C. § 3732(a).

4. Elements of Defendants' bribery scheme originated and were carried out in El Paso, Texas. Additionally, Defendants performed the contracts, which were obtained through illegal means, at Fort Bliss, which is in this judicial district. This Court, therefore, has personal jurisdiction over the Defendants and venue is appropriate in this district pursuant to 31 U.S.C. § 3732(a) which provides that any action under 31 U.S.C. § 3730 may be brought "in any judicial district in which...any one defendant can be found, resides, transacts business, or in which any act proscribed by section 3729 occurred."

## IV. PARTIES

5. The United States is the Plaintiff for whom recovery is sought pursuant to the FCA and common law.

6. Relator, CAMPBELL, currently resides in Virginia. From June 2008 through July 2009, CAMPBELL was employed by KICD as an Office Manager at its office in Crystal City, Virginia. CAMPBELL eventually became the personal assistant of Defendant ACRI.

7. Defendant ACRI was employed as the Chief Executive Officer of KICD and also served as its Vice-President, according to KICD's Online 2008 Biennial Report filed with the State of Alaska's Department of Commerce, Community & Economic Development. By virtue of his 49 percent ownership of WII, ACRI owned a minority share of KICD. ACRI is currently incarcerated at a Satellite Camp, Federal Correctional Institution of the United States Bureau of Prisons located in Cumberland, Maryland.

8. Defendant HAYES served as Vice-President of KICD. Hayes is currently incarcerated at a Prison Camp of the United States Bureau of Prisons located in Alderson, West Virginia.

9. Defendant HALL served as KICD's Project Manager, responsible for KICD's contracts to perform work for the U.S. Army Corps of Engineers at Fort Bliss in El Paso, Texas. Hall is currently incarcerated at a Satellite Camp, Federal Correctional Institution of the United States Bureau of Prisons located in Anthony, Texas.

10. Defendant TUSKAN was employed by an engineering company to provide project management services to the United States Army Corps of Engineers ("USACE") pursuant to a contract between the engineering company and the USACE. TUSKAN currently resides in Murphy, Texas.

## V. FACTUAL BACKGROUND

### A. SBA Section 8(a) Business Development Program

11. The SBA 8(a) Program is a federally sponsored program intended to assist qualified small business owners by offering them sole-source, no-bid government contracts, while gradually

positioning them to compete in the general marketplace. *See* 15 U.S.C. § 631; 13 C.F.R. §§ 124.508–09.

12. In order to be eligible for admission to the Section 8(a) program, an applicant must be “a small business which is unconditionally owned and controlled by one or more socially and economically disadvantaged individuals . . . and which demonstrates potential for success.” *See* 13 C.F.R. § 124.101.

13. An Alaska Native Corporation (“ANC”) is specifically identified as a small business concern which qualifies for Section 8(a) sole-source, no-bid government contracts. *See* 15 U.S.C. § 632 (6)(A).

14. The Section 8(a) program has allowed ANCs to establish self-sustaining economies that provide unprecedented levels of jobs, revitalization, and hope to thousands of native communities in some of the most impoverished areas of this country. Helaman S. Hancock, *America's War on Tribal Economies: Federal Attacks on Native Contracting in the SBA 8(a) Business Development Program*, 49 Washburn L.J. 717, 718 (2010).

15. KIC is an ANC formed in 1973 as a village corporation under the Alaska Native Claims Settlement Act (“ANCSA”). KIC is the village corporation for Kotzebue, Alaska.

16. KICD was formed as a single member limited liability corporation by KIC in 2002 under the laws of Alaska.

17. At the time of its incorporation, KICD was owned 100 percent by KIC. In 2005, Walton Invesco, Inc. (“WII”) purchased a 49 percent interest in KICD for \$25,000.

18. WII was owned by three individuals: ACRI (49%), Walter Baum (“BAUM”) (49%), and Nancy Hill (“HILL”) (2%). KIC owned the remaining 51 percent of KICD.

19. As an ANC majority owned subsidiary, KICD qualified to bid for government contracts as a Section 8(a) organization throughout the country and any award to the company was non-protestable. It was also granted a 10 percent price preference on government contracts in full and open competition as a ANC 8(a).

**B. The Bribery Scheme**

20. TUSKAN was hired on January 28, 2008 by an engineering company to provide project management services to the United States Army Corps of Engineers ("USACE") pursuant to a contract between the engineering company and the USACE.

21. TUSKAN's job responsibilities included determining the scope of work of construction projects, developing project management plans, preparing design and construction schedules and budgets, serving as the central source of information and coordinating the process of construction work, managing project delivery, and conducting site visits.

22. In his role as a Project Manager, TUSKAN had access to confidential government information, including confidential pricing information. TUSKAN frequently traveled to El Paso in order to plan and manage USACE construction projects at Fort Bliss, a U.S. Army installation located in the Western District of Texas. On or before August of 2008, TUSKAN, while acting as a Project Manager for USACE, met HALL, an employee of KICD.

23. One of the primary job responsibilities of both ACRI and HAYES was to obtain construction contracts with federal government agencies.

24. In 2008, KICD opened an office in El Paso where HALL was employed. ACRI and HAYES were employed at KICD's Virginia office.

25. On or about February 23, 2009, HALL formed RECA Construction LLC ("RECA") as a Texas limited liability company. The Texas Secretary of State's correspondence to RECA was directed to KICD at KICD's Arlington, Virginia office.

26. HAYES and ACRI were signatories on RECA bank accounts. On or about May 24, 2010, RECA filed documents with the Texas Secretary of State to change its name to ACE General Construction LLC ("ACE"). As with RECA, HAYES was a signatory on ACE checking accounts.

#### The Solar Daylighting Project

27. TUSKAN was assigned to be the Project Manager for the USACE for a construction project at Fort Bliss known as the Solar Daylighting Project, which involved the installation of skylights at various buildings on Fort Bliss.

28. On November 7, 2008, HALL sent an email to CAMPBELL, HAYES' assistant at the time, asking whether he should pick up the tab for TUSKAN when at lunch or dinner and whether he should pay for bar tabs. Around this time, HALL began taking TUSKAN to dinners and paid for them and expensed the meals and beverages to KICD for reimbursement.

29. On November 12, 2008, TUSKAN sent an email to the USACE Contracting Officer for the Solar Daylighting Project, inquiring as to whether KICD was in a USACE database of contractors, which was a prerequisite for receiving a USACE contract.

30. TUSKAN prepared a Statement of Work, project drawings and other documents for the Solar Daylighting Project and scheduled KICD to attend a site visit at Fort Bliss. HALL attended on behalf of KICD.

31. On November 24, 2008, TUSKAN sent an email to USACE employees requesting preparation of the Independent Government Estimate ("IGE"). The IGE is a confidential government document prepared by the government that details the government's opinion on

what constitutes a fair price for each component of the proposed construction project and must be used on all government construction contracts, including direct award contracts. A bid that is much greater than the amounts listed in the IGE is unlikely to be accepted by the government.

32. On December 1, 2008, TUSKAN sent an email to the USACE stating his understanding that they had all the necessary documentation for the Solar Daylighting Project and inquiring as to whether the Request for Proposal ("RFP") would be sent out.

33. TUSKAN was informed the next day that KICD did not appear in the USACE's Central Contractor Registration ("CCR") database as having an El Paso office. TUSKAN was notified via email that it would take approximately 30 days for KICD to complete the process and was asked if he would consider another contractor.

34. TUSKAN forwarded this email to HALL and stated "See Below! This looks like it is not going to work. You said it was a done deal. I can use [C.W.] from [D.N.] Construction as the main G.C and you can try to fit in somewhere... Call me ASAP."

35. It was at that time, ACRI, HAYES and HALL quickly opened an El Paso office and on December 4, 2008, KICD's El Paso office was listed in the CCR database.

36. On December 12, 2008, TUSKAN sent an email to the USACE stating the reasons why KICD should be awarded the Solar Daylighting Project.

37. On or about December 18, 2008, TUSKAN prepared a Justification of Procurement Method memorandum. This document must contain the justification for a Section 8(a) direct award, and was necessary in order for the project to be awarded as a Section 8(a) direct award. TUSKAN recommended the Section 8(a) award to KICD.

38. On or about March 3, 2009, TUSKAN flew to Washington D.C. and met with ACRI and HAYES at KICD's office in Virginia. It was agreed that TUSKAN would steer USACE contracts to KICD in return for payments from ACRI and HAYES.

39. On or about March 16, 2009, TUSKAN prepared a Price Negotiation Memo in support of the project. On that same date, TUSKAN sent to HALL by email a confidential internal USACE document listing all USACE Fort Worth sector present and future projects. TUSKAN did not have permission to provide this document to KICD, which was valuable to KICD in that it listed future USACE construction projects before they were made public. This document was a confidential government document that should not have been provided to any contractor.

40. The Solar Daylighting Project was awarded to KICD on Thursday April 2, 2009, with a value of \$2,148,660. The day after the Solar Daylighting award was made to KICD, the CEO of a day lighting company that was interested in bidding the project, sent an email to TUSKAN in which he stated:

We anticipate at the very least a robust competitive process for these funds that would be based on relevant experience, performance history and design/unit performance data. To proceed with a project of this scope without contacting other significant players in the commercial daylighting industry seems to us, quite peculiar and certainly not in line with the other 50 or so projects we have completed in the military environment...If our information is correct, the current project includes installing 1050 units at a net cost of \$900 per unit. That cost of \$945,000 leaves \$1.35 million dollars on the table if the published value of the ECIP was correct....

The CEO also sent a similar email to the USACE.

41. On April 6, 2009, the email chain was forwarded to TUSKAN with the request for an explanation. TUSKAN forwarded this email to HAYES.

42. On April 7, 2009, HAYES emailed TUSKAN a memorandum from an attorney concluding that Alaska Native Corporation Section 8(a) direct awards could not be protested by another contractor.

43. Shortly thereafter, TUSKAN emailed the Contracting Officer for the project and stated, "I'm getting ready to board my flight but I just remembered something. I believe that I read in the FAR (Federal Acquisition Regulations) that 'ANC direct award cannot be protested'? You may want to check that out before we make the call later." TUSKAN's email did not make any mention of the fact that he obtained this information from HAYES.

44. Following the award of the Solar Daylighting Project, HAYES, ACRI and HALL caused KICD to enter into a subcontract on the project with RECA. Despite being employees of KICD, HAYES, ACRI, HALL and TUSKAN each were paid substantial sums through RECA from money earned by RECA on the Solar Daylighting Project purportedly for consulting or construction management fees.

45. In reality, the subcontract with RECA and subsequent payments were a means of diverting money as a means of profiting personally from the project. By virtue of the fraudulent scheme and conspiracy, at least \$545,272.04 was paid in total to HAYES, ACRI, HALL, and TUSKAN (or companies owned by them) from the Solar Daylighting Project.

#### The OMA Flagship Project

46. In addition to the Solar Daylighting Project, TUSKAN had also been assigned to be the USACE Project Manager for a Fort Bliss construction project known as the OMA Flagship Project.

47. This contract involved the extensive renovation of several buildings at Fort Bliss. TUSKAN pushed to have this contract awarded to KICD.

48. On April 15, 2009, TUSKAN emailed to the USACE a Statement of Work for the OMA Flagship Project and stated, "Below is the \$15,000,000 funding that I set up for the Direct Award through the SBA to [KICD] for this action."

49. In the same email, TUSKAN requested that USACE prepare the IGE for the project. TUSKAN prepared the Statement of Work for the Direct Award of the project and also prepared the Justification for Procurement Method, all of which are documents that are necessary for a contract award.

50. In an email to the USACE, TUSKAN explained that the project would be direct award in order to eliminate the "logjam in contracting," and referring to KICD, stated that "[t]he scope will be given to them at which time they will price it out and if it compares with the IGE it will be awarded."

51. During July 2009, TUSKAN continued to push for the award of the OMA Flagship project to KICD and to provide confidential information concerning the project to KICD through ACRI, HAYES and HALL to assist them in bidding for the project.

52. On July 13, 2009, TUSKAN sent an email to HALL and HAYES with the Scope of Work for the project attached. TUSKAN explained that he was giving them a "heads up" before the RFP was released by USACE on July 15. The information contained in the email should not have been disclosed to a bidder prior to formal release of USACE's RFP.

53. During 2009, TUSKAN had also been working on a significant construction project for the construction of a new fire station and military police facility at Fort Bliss, known as the Fire Station/MP Project.

54. As with the Solar Daylighting and OMA Flagship projects; TUSKAN worked to steer the award of the Fire Station/MP Project to KICD. On July 22, 2009, TUSKAN sent an email to ACRI, HAYES and HALL in which he stated:

I am the one that got it set up to go 8a on Monday this week, it was going to go "HUB" because they are at 2% and their target is 10%....Right now I have everything headed in the "right direction." They will not be going to their MATOC pool which would have blocked you from bidding. So right now you have three things in your favor 1. It will be open bid 8a. 2. You enjoy a 10% price advantage. 3. Chris & myself will be on the Selection Board. If you can convince Contracting to direct award "Bingo." As I said I'm doing my part. Now what about me?

55. On July 29, 2009, HAYES sent an email to HALL with the subject matter "Tuskan Agreement." HAYES instructed HALL to give the agreement to TUSKAN.

56. The unsigned agreement, entitled "Consulting and Engineering Services Agreement" was dated July 29, 2009 and provided that Omni Industrial International, Inc. (TUSKAN's company) would provide consulting services to RECA. Exhibit B to the Agreement contained the following fee structure:

1. 5 Buildings	\$25,000.00
2. Solar Daylighting	\$200,000.00
3. OMA Flagship	\$800,000.00
4. Fire Station	\$TBD

57. In reality, Exhibit B reflected the agreement between TUSKAN and ACRI, HAYES and HALL as to the amount of money TUSKAN would be paid for helping to secure the 5 Buildings Project, Solar Daylighting and OMA Flagship contracts for KICD.

58. On May 25, 2009, TUSKAN had sent an invoice to RECA for \$25,000 purportedly for reviewing drawings for RECA. On July 31, 2009, HAYES signed a check to Omni Engineering, TUSKAN's company, for \$25,000, which she sent to TUSKAN.

59. Also on August 4, 2009, TUSKAN sent an email to HAYES and HALL attaching the USACE's IGE for the OMA Flagship Project. The IGE contained confidential government

pricing information which was not to be provided to a bidding contractor under any circumstance.

60. On August 25, 2009, TUSKAN sent HAYES and HALL a revised IGE for the OMA Flagship Project that reflected an increase in the government's cost estimate. The email instructed HAYES and HALL to call TUSKAN when they received it. TUSKAN was not authorized to send the revised IGE to HAYES and HALL, which contained a total cost estimate of \$15.3 million.

61. On or about September 2, 2009, HALL submitted a bid to USACE for the OMA Flagship Project that closely tracked the revised IGE and contained a total cost of \$15,646,000.

62. The OMA Flagship Project was awarded to KICD on September 30, 2009 in the amount of \$15,631,000.

63. As with the Solar Daylighting Project, HAYES, ACRI and HALL subcontracted a very large portion of the work to RECA, which they owned. However, RECA did no actual work and, in turn, hired other subcontractors to do the work.

64. By doing so, ACRI, HAYES and HALL were able to divert money to themselves. ACRI, HAYES and HALL benefitted financially from this scheme.

65. TUSKAN continued to receive benefits from ACRI, HAYES and HALL while working at USACE.

66. On September 14, 2009, TUSKAN sent an email to the USACE arguing against the use of one contractor and lobbying for a contract award to another contractor.

67. This impropriety came to the attention of the USACE and TUSKAN was subsequently barred from returning to USACE offices.

68. On or about September 30, 2009, the engineering company terminated TUSKAN for engaging in inappropriate relationships with contractors.

69. On October 13, 2009, TUSKAN and ACRI executed an agreement under which

TUSKAN would work as a consultant to KICD at a salary of \$8,461.52 per month plus expenses.

70. On January 20, 2010, TUSKAN sent an email to HALL concerning a proposed future project for KICD. TUSKAN noted that he sure would "...like to see my agreement amended to reflect my commission due on OMA remodels for \$800,000..."

71. TUSKAN did not actually do any work on these projects beyond steering them to KICD while at USACE.

72. HALL forwarded the email to HAYES. Another consulting agreement was entered into between KICD and TUSKAN on February 1, 2010 in which TUSKAN was to be paid \$4,166.66 per month in salary plus expenses.

73. In addition to the consulting agreements in which TUSKAN was paid a salary and expenses by KICD, TUSKAN was also paid large amounts by RECA and ACE.

74. Between July 2009 and November 2010, TUSKAN was paid at least \$617,000 in the form of checks from RECA Construction and ACE General Construction.

75. In addition, between October 13, 2009 and November 2010, TUSKAN was paid at least \$56,764 in salary by ACRI for purported consulting work for KICD.

76. Also part of the bribes to TUSKAN were several payments to his girlfriend, who performed no work in return. Between July 2009 and December 2009, TUSKAN's girlfriend was paid at least \$30,000 by RECA.

77. As with the Solar Daylighting Project, HAYES, ACRI and HALL caused KICD to enter into a subcontract on the project with RECA and ACE.

78. HAYES, ACRI, HALL and TUSKAN each were paid substantial sums of money through RECA and ACE purportedly for consulting or management services on the OMA Flagship Project

to RECA and ACE.

79. Defendants ACRI, HAYES, HALL and TUSKAN were each paid additional sums through Tesla Energy 2 12 LLC (a company owned by HAYES) and Adatech Incorporated (a company owned by ACRI) by virtue of subcontracts awarded to these companies through RECA and ACE.

80. In reality, the subcontract with RECA and subsequent payments to TUSKAN, HAYES, ACRI, HALL, Tesla Energy 2 12 LLC and Adatech Incorporated were a means of diverting money and profiting personally from the project.

81. By virtue of the fraudulent scheme and conspiracy, at least \$3,444,808.05 was paid in total to HAYES, ACRI, HALL and TUSKAN (or companies owned by them) from the OMA Flagship Project.

82. Defendants HAYES, ACRI, HALL and TUSKAN were each convicted of federal criminal offenses for the conduct outlined in paragraphs 16 through 77.

83. By virtue of the conspiracy engaged in by TUSKAN, HAYES, ACRI and HALL to obtain the award of the Solar Daylighting Project and the OMA Flagship Project contracts to KICD through bribery of and inducements to TUSKAN, the defendants defrauded the USACE and the U.S. Small Business Administration by, among other things, frustrating the purpose of the government's Section 8(a) Business Development Program and by personally profiting from the contract awards as described above.

84. In bidding on contracts and submitting claims, Defendants expressly and/or implicitly certified to the USACE that they were in compliance with federal and state law prohibiting bribery of public officials and kickbacks.

85. All claims submitted or caused to be submitted by KICD under USACE contracts that were awarded as a result of acts taken by TUSKAN following a promise by

one or more of the Defendants that he would receive financial benefit in exchange for such acts are false claims on the United States.

86. All claims submitted or caused to be submitted by Defendants under USACE contracts that were awarded as a result of acts taken by Defendant TUSKAN following payments by the Defendants in exchange for such acts, are false claims on the United States.

## **VI. CAUSES OF ACTION**

### **Count I: False or Fraudulent Claims (31 U.S.C. § 3729(a)(1)(A) (2009), formerly 31 U.S.C. § 3729(a)(1)(2008))**

87. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 86 as though fully set forth herein.

88. The Defendants knowingly submitted false or fraudulent claims for payment, or caused false or fraudulent claims for payment to be submitted, to officials of the United States Government, in violation of 31 U.S.C. § 3729(a)(1)(2006) and 31 U.S.C. § 3729(a)(1)(A) (2009), to the extent the latter provision, which is an amendment of 31 U.S.C. § 3729(a)(1), applies to the conduct alleged herein.

89. Because of the Defendants' conduct set forth in this Count, the United States has suffered damages in an amount to be determined at trial and, therefore, is entitled to treble damages under the False Claims Act, plus civil penalties of not less than \$5,500 and up to \$11,000 for each violation.

### **Count II: False Statements (31 U.S.C. § 3729(a)(1)(B)(2009), formerly 31 U.S.C. § 3729(a)(2)(2008))**

90. Plaintiff re-alleges and incorporates by reference paragraphs I through 89 as though fully set forth herein.

91. The Defendants have knowingly made or used, or caused to be made or used, false records or statements to get false or fraudulent claims paid or approved by officials of the United States Government, in violation of 31 U.S.C. § 3729(a)(2)(2008) and 31 U.S.C. § 3729(a)(1)(B)(2009), to the extent the latter provision, which is an amendment of 31 U.S.C. § 3729(a)(2)(2008), applies to the conduct alleged herein.

92. Because of the Defendants' conduct set forth in this Count, the United States has suffered damages in an amount to be determined at trial and, therefore, is entitled to treble damages under the False Claims Act, plus civil penalties of not less than \$5,500 and up to \$11,000 for each violation.

**Count III: False Claims Act–Conspiracy  
(31 U.S.C. § 3729(a)(1)(C)(2009), formerly 31 U.S.C. § 3729(a)(3)(2008))**

93. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 92 as though fully set forth herein.

94. The Defendants have conspired among themselves and/or with others to defraud the Government by getting false or fraudulent claims allowed or paid, in violation of 31 U.S.C. § 3729(a)(3)(2008) and 31 U.S.C. § 3729(a)(1)(C)(2009), to the extent the latter provision, which is an amendment of 31 U.S.C. § 3729(a)(3)(2008), applies to the conduct alleged herein.

95. Because of the Defendants' conduct set forth in this Count, the United States has suffered damages in an amount to be determined at trial and, therefore, is entitled to treble damages under the False Claims Act, plus civil penalties of not less than \$5,500 and up to \$11,000 for each violation.

**Count IV: Unjust Enrichment**

96. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 95 as though fully set forth herein.

97. By reason of the foregoing conduct and violation of federal law, Defendants were unjustly enriched and are liable to account for and pay such amounts, which are to be determined at trial, to the United States.

**Count V: Payment by Mistake**

98. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 97 as though fully set forth herein.

99. By reason of the foregoing conduct of the Defendants, the United States made payments under mistake of fact.

100. As a result of these payments made by the United States under mistake of fact, the United States has sustained damages in an amount to be proven at trial.

**PRAYER FOR RELIEF**

Wherefore, Plaintiff, the United States demands judgment against Defendants as follows:

Under Counts I, II, and III (False Claims Act), for an amount of the United States' damages as required by law, plus such civil penalties as are required by law, together with all such further relief as may be just and proper;

Under Count IV (Unjust Enrichment), for an accounting and the amount by which Defendants were unjustly enriched, plus interest and costs, and expenses, and all such further relief as may be just and proper;

Under Count V (Payment by Mistake), for an accounting and the amount the United States paid to the Defendants, plus interest and costs, and expenses, and all such further relief as may be just and proper;

Such other relief as the Court may deem just and proper, together with interest and costs of this action.

**DEMAND FOR JURY TRIAL**

The United States hereby demands that this matter be tried before a jury.

Respectfully submitted,

**JOHN F. BASH**  
UNITED STATES ATTORNEY

A handwritten signature in black ink, appearing to read "Eduardo R. Castillo", written over a horizontal line.

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