

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

UNITED STATES)
ex rel. NATHAN DAVIDHEISER,)
)
 and)
)
 COMMONWEALTH OF VIRGINIA,)
ex rel. NATHAN DAVIDHEISER,)
)
 Plaintiffs,)
)
 v.)
)
 UNIVERSAL CONCRETE PRODUCTS)
 CORPORATION,)
)
 and)
)
 DONALD FAUST JR.,)
)
 and)
)
 ANDREW NOLAN,)
)
 Defendants.)

No.: 1:16-cv-316-TSE-IDD

CONSOLIDATED COMPLAINT IN INTERVENTION OF THE UNITED STATES AND
COMMONWEALTH OF VIRGINIA

(False Claims Act; Virginia Fraud Against Taxpayers Act; Payment by Mistake;
Unjust Enrichment)

Plaintiffs, the United States and the Commonwealth of Virginia (“Government”), bring this Complaint in Intervention, filed pursuant to 31 U.S.C. § 3731(c) and Va. Code. Ann. § 8.01-216.9, against Defendants Universal Concrete Products Corporation, Donald Faust Jr., and Andrew Nolan (collectively, “Defendants”) for violations of the False Claims Act, 31 U.S.C. §§ 3729 *et seq.* (“FCA”), the Virginia Fraud Against Taxpayers Act (“VFATA”), Va. Code Ann. § 8.01-216.1 *et seq.*, and common law remedies, and allege the following:

INTRODUCTION

1. This is an action brought to recover damages and civil penalties under the FCA, VFATA, and common law remedies of payment by mistake and unjust enrichment as a result of Defendants' fraudulent conduct when providing concrete panels for installation in Phase II of the Dulles Metrorail Project.
2. The Dulles Metrorail Project is a 23-mile extension of Washington D.C.'s existing metrorail system being built in two phases by the Metropolitan Washington Airports Authority ("MWAA"). Phase I connected East Falls Church with Tysons Corner and Reston, Virginia with Washington D.C. and Largo, Maryland. Preliminary construction for Phase II began in 2014 and is ongoing. Phase II will run from the eastern edge of Reston, Virginia to Washington Dulles International Airport and to Ashburn in eastern Loudoun County, Virginia. Upon completion, the metrorail, known as the Silver Line, is and will be operated by the Washington Metropolitan Area Transit Authority ("WMATA"). The allegations described herein relate only to Phase II of the Dulles Project ("the Dulles Project").

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345. The Court has supplemental jurisdiction to entertain the common law causes of action under 28 U.S.C. § 1367(a).
4. The Court has jurisdiction over the Commonwealth's state law claims pursuant to 31 U.S.C. § 3732(b) because the violations of federal and state law arise from the same transactions or occurrences. The Court has pendent jurisdiction over Defendants'

violation of state law pursuant to 28 U.S.C. § 1367(a) because the Defendants' violations of federal and state law arise out of a common nucleus of operative facts.

5. This Court has personal jurisdiction over Defendants under 31 U.S.C. § 3732(a) because Defendants transact business or submitted or cause to be submitted false claims in this District.
6. Venue is proper in this District under 31 U.S.C. § 3732(a), and under 28 U.S.C. §§ 1391(b) and 1395(a), because Defendants transact business in this District and caused false claims and false records supporting false claims to be submitted in this District.

PARTIES

7. The United States, acting through the U.S. Department of Transportation ("DOT"), provides funding for and oversees major infrastructure projects, including the design and construction of the Dulles Project. The United States brings this civil action on behalf of itself and DOT, an agency of the United States, pursuant to the FCA, 31 U.S.C. § 3730(a) and (c).
8. The Virginia Attorney General brings this civil action in the name of the Commonwealth of Virginia, on behalf of the Commonwealth of Virginia, the County of Fairfax ("Fairfax County"), and the County of Loudoun ("Loudoun County").
9. Nathan Davidheiser, also commonly referred to as "Relator," commenced this action pursuant to 31 U.S.C. § 3730(b). He is a resident of Birdsboro, Pennsylvania. He was employed by Defendant Universal Concrete Products in the Quality Control Department.
10. Universal Concrete Products Corporation ("UCP"), a privately owned company incorporated in Pennsylvania, is a manufacturer of precast concrete. It is headquartered in Stowe, Pennsylvania.

11. Donald Faust, Jr., (“Faust”), a resident of Spring City, Pennsylvania, is the President and co-owner of UCP.
12. Andrew Nolan (“Nolan”), a resident of Sarasota, Florida, was a UCP employee working in the UCP Quality Control Department from approximately January 2014 through June 2016. From approximately March 2015 through June 2016, Nolan served as the Quality Control Manager for UCP.

THE DULLES PROJECT

13. During the course of the Dulles Project, the federal government has provided approximately \$1.2 billion to MWAA for the design and building of the Dulles Project through a Transportation Infrastructure Finance and Innovation Act (“TIFIA”) loan, which is administered by DOT. Under the terms and conditions of the TIFIA loan, the federal government, through the Federal Transit Administration (“FTA”), a component of DOT, has oversight authority over the Dulles Project, as set forth in a FTA Master Agreement with MWAA.
14. During the course of the Dulles Project, DOT has provided approximately \$403.3 million to Fairfax County for the Dulles Project through a TIFIA loan, \$318 million of which is for the design and building of the Dulles Project. On a periodic basis, Fairfax County reimburses MWAA for expenses incurred for the Dulles Project.
15. During the course of the Dulles Project, DOT has provided approximately \$195 million to Loudon County for the Dulles Project through a TIFIA loan, \$169 million of which is for the design and building of the Dulles Project. On a periodic basis, Loudoun County reimburses MWAA for expenses incurred for the Dulles Project.

16. During the course of the Dulles Project, the Commonwealth of Virginia has provided \$323 million in direct funding for the design and building of the MWAA project. \$300 million of this direct funding was provided pursuant to a Funding Agreement by and between the Commonwealth of Virginia, the Virginia Department of Transportation and MWAA executed April 21, 2014. Subject to the terms of the Funding Agreement, MWAA draws upon these funds when project costs make withdrawal necessary.
17. The funds MWAA receives from the Commonwealth of Virginia, Fairfax County, and Loudoun County are subject to the Dulles Toll Road Permit and Operating Agreement, which specifies that all Capital Improvements must meet or exceed Virginia Department of Transportation (“VDOT”) Standards.
18. On or about May 14, 2013, the Metropolitan Washington Airports Authority (“MWAA”) awarded a design-build contract (“the Prime Contract”) to Capital Rail Constructors (“CRC”), a joint venture of Clark Construction Group and Kiewit Infrastructure South, to serve as the general contractor for the majority of Phase II of the Dulles Project.
19. On or about January 17, 2014, CRC executed a purchase order agreement with UCP (“the UCP subcontract”) for approximately \$6.1 million.
20. Under the terms of the UCP subcontract, UCP was to manufacture and deliver precast concrete panels and other precast concrete pieces (collectively referred to as “panels”) in accordance with contractual specifications, as well as all applicable codes and standards for use and installation in the Dulles Project.
21. Pursuant to the UCP subcontract, UCP was to ship approximately 1,587 panels to Northern Virginia for the Dulles Project for installation in and around the various Metrorail stations.

QUALITY CONTROL REQUIREMENTS

22. The Prime Contract between MWAA and CRC sets forth requirements and specifications for the design, construction, and quality of the Dulles Project.
23. Exhibit A and Exhibit B of the UCP subcontract incorporate certain requirements and specifications of the Prime Contract into the UCP subcontract, including Section 03300, Cast-in-Place Structural Concrete, Section 03400, Structural Precast Concrete, and Section 034500, Plant-Architectural Precast Concrete.
24. Section 34500, Part 1.02.E, Quality-Control Standard, requires that precast concrete comply with the Precast/Prestressed Concrete Institute (“PCI”) Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products (“PCI MNL-117”).
25. Section 034500, Part 2.11.I and PCI MNL-117 require that precast concrete provided by UCP must have air content between 4.5% - 7.5%.
26. The primary benefit of ensuring there is sufficient entrained air in hardened concrete is the resistance that small air voids provide to freeze/thaw damage and scaling. Without room for expansion during freezing temperatures, water that becomes ice in the concrete can generate expansive pressure that may rupture the concrete.
27. Section 014000 Part 1.6 and Section 034500, Part 1.03.A.9 require that UCP adhere to a MWAA and CRC approved Quality Control Plan for the Dulles Project. UCP’s Quality Control Plan for the Dulles Project requires that UCP record and maintain records for quality control testing, including quality control tests for air content. In addition, Section 034500, Part 1.03.A.8 lists precast quality control and performance requirement test reports as one of the required submittals for precast concrete.

28. In Exhibit 2.3.14 of the UCP subcontract, UCP agreed to permit the U.S. Secretary of Transportation, the FTA administrator, or their duly authorized representative to inspect all records of UCP which are directly pertinent to the subcontract for purposes of making audits or examinations. In addition, UCP agreed to provide the FTA administrator or his representative, including a Project Management Oversight contractor, access to UCP's records and sites. DOT's and FTA's right to oversee the Dulles Project, including the right to review Dulles Project records, aid in DOT's ability to determine whether to disburse funds under the DOT TIFIA loan.

FALSIFICATION OF QUALITY CONTROL RECORDS

29. From approximately March 2015 through June 2016, Nolan worked in UCP's Quality Control Department ("QC Department") where he was the Quality Control Manager and reported directly to UCP's General Manager and Vice President of Operations, Marc Davis ("Davis").
30. Davis reported directly to UCP's President, Faust.
31. As Quality Control Manger, Nolan supervised other employees in the UCP Quality Control Department ("QC employees"), including Nathan Davidheiser and George Gill.
32. Nolan and QC employees under his supervision were responsible for conducting quality control tests on concrete, including but not limited to tests for air content, slump, and compressive strength (collectively, "quality control tests").
33. As part of their duties as UCP QC employees, Nolan and other QC employees maintained records of the results of quality control tests for review by customers and also for audit by inspectors from PCI, as part of UCP's PCI certification process and as required by PCI MNL-117.

34. Among the quality control testing records that Nolan and the QC employees maintained were the records for the quality control tests required for the Dulles Project, including the records of the tests for air content.
35. In approximately October 2015, UCP began producing panels for the Dulles Project.
36. Throughout the time that Nolan worked in the UCP QC department, panels that UCP produced for the Dulles Project consistently had an air content of less than 4%.
37. Nolan knew that if CRC had known that the air content for panels for the Dulles Project was below 4%, CRC would reject the concrete.
38. Nolan personally recorded false results for air content tests in UCP's quality control records to make it appear as though the air content for panels was within the required range of acceptable air content for the Dulles Project.
39. With the knowledge, consent, and direction of Nolan, other QC employees recorded false results for air content tests in UCP's quality control records to make it appear as though the air content for panels was within the required range of acceptable air content for the Dulles Project.
40. For example, on or about December 18, 2015, after Nolan received a request for quality control records for the Dulles Project, Nolan told Davidheiser, "We cannot give them sheets with any testing data out of specs. They will reject those panels. We have to change the data."
41. In other instances, because of Nolan's instructions to falsify quality control test results, a QC employee took records from the office and falsified them while at home.

42. While UCP was producing concrete panels for the Dulles Project, CRC routinely collected and reviewed UCP QC records from the UCP QC department, including QC records that included the falsified air content results created by Nolan and UCP QC employees.
43. Upon receipt of the UCP QC records, CRC was not aware that UCP had falsified QC records.
44. Upon discovering that the concrete panels that UCP had produced may not meet contractual specifications for air content, CRC reviewed UCP's QC records, including the records containing falsified air content results that had been created by Nolan and UCP QC employees.
45. After discovering that the concrete panels that UCP had produced may not meet contractual specifications for air content, MWAA requested, and CRC provided, UCP's QC records.
46. Had CRC known that the concrete panels that UCP produced and sold for the Dulles Project did not meet contractual specifications for air content, it would not have accepted or paid for the concrete panels.
47. Had MWAA known that the concrete panels that UCP produced and sold for the Dulles Project did not meet contractual specifications for air content, it would not have accepted or paid for the concrete panels.

UCP MANAGEMENT'S AND FAUST'S KNOWLEDGE OF FALSE
QUALITY CONTROL RECORDS

48. On or about September 28, 2015, UCP employee Omar Gonzalez informed Faust by email that mistakes in the QC Department were being "covered." Specifically, Gonzalez

told Faust that “everybody on the floor” was aware that a former QC employee “has seen Andrew cooking the books of the lab testing procedures.”

49. Faust forwarded the email to Vice President Marc Davis. Davis understood that Gonzalez was reporting that Nolan was falsifying QC records.
50. Neither Faust nor Davis attempted to determine whether the allegations that Nolan was falsifying QC records were accurate.
51. On or about December 8, 2015, UCP Plant Manager Brian Bretzius informed Davis by email that QC employee George Gill had reported to Bretzius that “QC cooks all the books and he has pictures to prove it.”
52. Bretzius recommended to Davis that UCP either reduce Gill’s pay or terminate Gill, noting that Bretzius was “sick of the QC thing. Says he has pictures. What the hell is that and what does that say about him.”
53. After learning of Gill’s report to Bretzius, UCP management did not attempt to review QC records or speak to other QC employees to determine whether Gill’s report was accurate.
54. On February 17, 2016, Nathan Davidheiser informed Vice President Marc Davis of several problems in the UCP QC Department. In a February 17, 2016 email to Davis, Davidheiser summarized problems that Davidheiser had observed with the concrete UCP created for several projects, including “job 821,” the job number that UCP assigned to the Dulles Project. In Davidheiser’s email, he stated “[c]oncrete is being poured out of specification. I am being asked to constantly falsify data that we send out to our clients in order to appear that the concrete is in specification.”

55. On February 17, 2016, Davis forwarded Davidheiser's email to members of UCP management, including Faust. When forwarding the email, Davis informed UCP management, including Faust, that Davis "would like to confront this issue head on as quickly as possible as I'm very disturbed by what I'm reading and hearing," and that he was "embarrassed and disappointed by these items." In the same email, Davis further informed UCP management that he intended to "come up with a course of action to investigate (audit) and determine if [Davidheiser's allegations] in fact are true and accurate."
56. On February 17, 2016, Bretzius responded to Davis' email, including Faust and other members of UCP management, and agreed that UCP management should conduct an "internal audit."
57. On or about February 22, 2016, Davis informed Faust that Davis planned to conduct the internal audit of the QC Department on or about February 26, 2016.
58. On or about February 24, 2016, Faust terminated Davis from his employment at UCP, and the planned internal audit did not take place.
59. Neither Faust nor UCP informed CRC or MWAA of the allegations raised by UCP employees regarding the falsification of QC records.
60. In or around late June 2016, Nolan left his job at UCP.
61. UCP's QC employees continued to falsify quality control records for the air content of panels produced for the Dulles Project at least until February 2017.

UCP SUBMITTED FALSE INVOICES AND FALSE BILLS OF SALE
TO CRC FOR PANELS THAT FAILED TO COMPLY
WITH AIR CONTENT SPECIFICATIONS

62. On at least a monthly basis, UCP, by and through its managers and employees including Faust and Nolan, submitted an application and certificate for payment (“UCP invoice”) to CRC for the concrete panels that it produced for the Dulles Project knowing that the panels failed to meet contractual specifications for air content.
63. Each UCP invoice included a signed certification that states in relevant part that “[t]he undersigned Contractor certifies to the best of the Contractor’s knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents. . . .”
64. Each UCP invoice included a Continuation Sheet, which itemized the work for which UCP sought payment. This itemization included the amount that UCP charged for the production of panels for each Dulles Project station.
65. In addition to monthly UCP invoices, UCP, by and through its managers and employees including Faust and Nolan, provided CRC with a Bill of Sale for Stored Materials that listed the amount of money paid for the “Precast Wall Panels” that UCP provided to CRC for the accompanying UCP invoice.
66. In the Bill of Sale for Stored Materials, UCP warranted that “the Property [UCP manufactured panels] complies in all respects with the Contract Documents.”
67. Based on the representations in UCP’s invoices and Bills of Sale, CRC accepted delivery of the panels that UCP manufactured.
68. Had CRC known that the panels failed to meet contractual specifications for air content, CRC would not have accepted or paid UCP for the concrete panels.

DEFENDANTS CAUSED CRC TO SUBMIT FALSE BILLS OF SALE AND
FALSE CLAIMS FOR PAYMENT TO MWAA

69. During the course of the Dulles Project, CRC provided MWAA with the UCP Bills of Sale for panels that UCP manufactured and provided to the Dulles Project, in which UCP falsely certified that “the Property [UCP manufactured panels] complies in all respects with the Contract Documents.”
70. During the course of the Dulles Project, CRC submitted a monthly Application and Certificate for Progress Payment to MWAA (“CRC invoices”), which included the price of UCP’s panels for the Dulles Project.
71. Each CRC invoice included a “cost breakdown structure” that itemized by line item the work performed for each Dulles Project station that CRC billed MWAA for in the given month, indicating the amount billed for a given line item for the current month, as well as the amount billed for that line item to date. Multiple line items for each station represented precast panels, including those manufactured by UCP. For example, one such line item on the cost breakdown structure for the Innovation Station of the Dulles Project lists “Station precast concrete wall cladding.”
72. In addition to the cost breakdown structure, each CRC invoice included a MWAA Invoice Attachment Form, which required CRC to identify the amount that CRC billed MWAA for each subcontractor, including UCP, in a given month, and the amount that CRC billed MWAA for the Dulles Project to date.
73. In each CRC invoice to MWAA, relying on UCP’s false certifications of contractual compliance, CRC falsely certified that “[t]he Contractor (CRC) certifies that to the best of the Contractor’s knowledge, information and belief the work covered by this Application for Progress Payment has been completed in accordance with the Contract

Documents, that all amounts have been paid by the Contractor to work for which previous Certificates for Progress Payments were issued and payments received from the Owner, MWAA and the current payment shown herein now due.”

74. Had CRC known that the panels failed to meet contractual specifications for air content, CRC would not have certified that the panels had been manufactured in accordance with the Contract Documents, and would not have billed MWAA for panels that failed to meet contractual specifications for air content.
75. Relying on both UCP’s certifications in its Bills of Sale, as well as CRC’s certifications in CRC’s invoices, MWAA paid CRC for the UCP manufactured panels that did not meet contractual specifications for air content.

DEFENDANTS CAUSED MWAA TO SUBMIT FALSE CLAIMS TO THE
U.S. DEPARTMENT OF TRANSPORTATION

76. Starting in or around January 2015, approximately on a monthly basis, MWAA submitted requisitions for disbursement to the DOT pursuant to the terms of the TIFIA Loan Agreement (“TIFIA Requisitions”).
77. With each TIFIA Requisition to DOT that sought reimbursement for money paid to CRC, MWAA provided CRC’s invoices and certifications to MWAA for the relevant time period, as well as the cost breakdown structure that reflected the amount of work performed by UCP for the relevant time period.
78. Relying on UCP’s and CRC’s false certifications of contractual compliance, in each TIFIA Requisition MWAA falsely certified that the Dulles Project “has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports, and facilities plans previously submitted to and approved by the TIFIA Lender and the FTA and with good engineering practices.”

79. Relying on MWAA's certifications, DOT approved disbursement of federal funds to MWAA to pay for panels that UCP manufactured that did not meet contractual specifications for air content.

80. Had DOT known that UCP manufactured panels did not comply with contractual specifications for air content, which may affect the durability of the concrete panels, it would have influenced DOT's decision to disburse payment to MWAA for the UCP manufactured panels. DOT would not have reimbursed MWAA for the UCP manufactured panels without required remediation to mitigate the effects of noncompliant air content in the panels.

DEFENDANTS CAUSED MWAA TO SUBMIT FALSE CLAIMS TO THE
COMMONWEALTH OF VIRGINIA

81. During the course of the Dulles Project, MWAA submitted invoices to Fairfax County to reimburse certain expenses that MWAA incurred for the Dulles Project. To date, Fairfax County has provided approximately \$318 million to MWAA for the Dulles Project.

82. Had Fairfax County known that that the concrete panels that UCP produced and sold for the Dulles Project did not meet contractual specifications for air content, it would not have permitted MWAA to reimburse itself for Dulles Project expenses from Fairfax County TIFIA loan funds. Exhibit E to the Dulles Toll Road Permit and Operating Agreement specifies that all Capital Improvements must meet or exceed Virginia Department of Transportation Standards. The VDOT Construction Manual in place during the Dulles Project requires that "Concrete must be accurately batched and delivered in accordance with the applicable specifications."

83. During the course of the Dulles Project, MWAA submitted invoices to Loudoun County to reimburse certain expenses that MWAA incurred for the Dulles Project. To date,

Loudoun County has provided approximately \$169 million to MWAA for the Dulles Project.

84. Had Loudoun County known that that the concrete panels that UCP produced and sold for the Dulles Project did not meet contractual specifications for air content, it would not have permitted MWAA to reimburse itself for Dulles Project expenses from Loudoun County TIFIA loan funds. Exhibit E to the Dulles Toll Road Permit and Operating Agreement specifies that all Capital Improvements must meet or exceed Virginia Department of Transportation Standards. The VDOT Construction Manual in place during the Dulles Project requires that “Concrete must be accurately batched and delivered in accordance with the applicable specifications.”

UCP’S PANELS REQUIRE REMEDIATION AS A RESULT OF
AIR CONTENT DEFICIENCIES

85. Upon discovering that UCP manufactured panels failed to meet contractual specifications for air content, CRC, MWAA, and WMATA determined that the UCP manufactured panels would require remediation to mitigate future adverse effects of substandard air content.

COUNT I
VIOLATION OF THE FALSE CLAIMS ACT - FALSE CLAIMS
(31 U.S.C. § 3729(A)(1)(A))

86. Plaintiffs repeat and re-allege the allegations contained in Paragraphs 1 through 85 above, as if fully set forth herein.

87. In violation of 31 U.S.C. § 3729(a)(1)(A), Defendants knowingly presented, or caused to be presented, for payment or approval, false or fraudulent claims, through invoices for payment under the Contract, to MWAA, which MWAA paid using funds provided by the federal government.

COUNT II
VIOLATION OF THE FALSE CLAIMS ACT - FALSE STATEMENTS
(31 U.S.C. § 3729(A)(1)(B))

88. Plaintiffs repeat and re-allege the allegations contained in Paragraphs 1 through 85 above, as if fully set forth herein.

89. In violation of 31 U.S.C. § 3729(a)(1)(B), Defendants knowingly made, used, or caused to be made or used, false records or statements material to a false or fraudulent claim, through false Bills of Sale and false quality control test records, and/or to get MWAA to pay or approve false or fraudulent claims, which MWAA paid using funds provided by the federal government.

COUNT III
VIOLATION OF THE VIRGINIA FRAUD AGAINST TAXPAYERS ACT -
FALSE CLAIMS
(VA. CODE ANN. § 8.01-216.3(A)(1))

90. Plaintiffs repeat and re-allege the allegations contained in Paragraphs 1 through 85 above, as if fully set forth herein.

91. In violation of Va. Code Ann. § 8.01-216.3(A)(1), Defendants knowingly made, used, or caused be made or used false or fraudulent claims through invoices for payment under the

Contract, to MWAA, which MWAA paid using funds provided by the Commonwealth of Virginia.

COUNT IV
VIOLATION OF THE VIRGINIA FRAUD AGAINST TAXPAYERS ACT –
FALSE STATEMENTS
(VA. CODE ANN. § 8.01-216.3(A)(2))

92. Plaintiffs repeat and re-allege the allegations contained in Paragraphs 1 through 85 above, as if fully set forth herein.
93. In violation of Va. Code Ann. § 8.01-216.3(A)(2), Defendants knowingly made, used, or caused be made or used, false records or statements material to a false or fraudulent claim through false Bills of Sale and false quality control test records and/or to get MWAA to pay or approve false or fraudulent claims, which MWAA paid using funds provided by the Commonwealth of Virginia.

COUNT V
PAYMENT BY MISTAKE

94. Plaintiffs repeat and re-allege the allegations contained in Paragraphs 1 through 85 above, as if fully set forth herein.
95. UCP and Faust caused the United States and the Commonwealth of Virginia to make payments to reimburse UCP for deficient concrete panels based upon the United States' mistaken beliefs that UCP had complied with required specifications for air content. In such circumstances, the payments made by the United States to UCP, via MWAA and CRC, were made by mistake and not authorized.
96. The United States and the Commonwealth of Virginia disbursed funds to MWAA for concrete panels that UCP manufactured in reliance on representations that UCP and Faust caused CRC and MWAA to make.

97. UCP's and Faust's representations were material to the United States' and the Commonwealth of Virginia's decision to reimburse MWAA for the costs associated with the UCP panels.

98. As a result of those mistaken payments, the United States and the Commonwealth of Virginia has sustained damages in an amount to be determined at trial.

COUNT VI
UNJUST ENRICHMENT

99. Plaintiffs repeat and re-allege the allegations contained in Paragraphs 1 through 85 above, as if fully set forth herein.

100. By reason of the Plaintiffs' payments for the UCP panels, UCP and Faust received money to which they were not entitled and have thereby been unjustly enriched in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- A. For the United States, on Count I, pursuant to the False Claims Act, for judgment against Defendants for statutory penalties and damages as provided in the False Claims Act and for such other relief as the Court deems just and proper;
- B. For the United States, on Count II, pursuant to the False Claims Act, for judgment against Defendants for statutory penalties and damages as provided in the False Claims Act and for such other relief as the Court deems just and proper;
- C. For the Commonwealth of Virginia, on Count III, pursuant to the Virginia Fraud Against Taxpayers Act, for judgment against Defendants for statutory penalties and damages as provided in the Virginia Fraud Against Taxpayers Act and for such other relief as the Court deems just and proper;

- D. For the Commonwealth of Virginia, on Count IV, pursuant to the Virginia Fraud Against Taxpayers Act, for judgment against Defendants for statutory penalties and damages as provided in the Virginia Fraud Against Taxpayers Act and for such other relief as the Court deems just and proper;
- E. For the United States and the Commonwealth of Virginia, on Count V, for judgment against Defendants UCP and Faust in an amount to be determined at trial.
- F. For the United States and the Commonwealth of Virginia, on Count VI, for judgment against Defendants UCP and Faust in an amount to be determined at trial.

JURY TRIAL DEMAND

The United States and the Commonwealth of Virginia demand trial by jury.

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Dated: July 9, 2018

Respectfully submitted,

G. ZACHARY TERWILLIGER
UNITED STATES ATTORNEY

By: _____/s/_____
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