

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,
a municipal corporation,
441 Fourth Street, N.W.
Washington, D.C. 20001,

Plaintiff,

v.

LATOSHA JOSEPH FRANCIS
9901 Campus Way South
Upper Marlboro, Maryland 20774,

and

MARK FRANCIS
9901 Campus Way South
Upper Marlboro, Maryland 20774,

Defendants.

Civil Action No.: _____

JURY TRIAL DEMANDED

FALSE CLAIMS ACT COMPLAINT AND JURY DEMAND

The District of Columbia (District), by its Office of the Attorney General, brings this action against Latosha Joseph Francis (Joseph Francis) and Mark Francis (Francis) (Defendants) pursuant to the District's False Claims Act, D.C. Code § 2-381.02(a), and common law, seeking treble damages and civil penalties. The District alleges as follows:

Jurisdiction

1. This Court has subject matter jurisdiction over this case under D.C. Code § 11-921, as this action is brought by the District, and D.C. Code § 2-381.02(a), as the

District asserts claims arising under the District's False Claims Act. This Court has personal jurisdiction over the Defendants pursuant to D.C. Code § 13-423(a)(1) and (3) because Defendants committed acts in the District that are proscribed by the False Claims Act.

Parties

2. The District of Columbia (District), a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code §§ 1-301.81(a)(1), 2-381.03. The Attorney General is specifically authorized to enforce the District's False Claims Act, pursuant to D.C. Code § 2-381.03(a).

3. Defendant Latosha Joseph Francis is an individual currently residing at 9901 Campus Way South, Upper Marlboro, Maryland 20774.

4. Defendant Mark Francis is an individual currently residing at 9901 Campus Way South, Upper Marlboro, Maryland 20774.

Defendants' Children

5. Defendants have two children, a daughter, N.F., and a son, I.F. I.F. attended Thurgood Marshall Extended Elementary School, a District of Columbia Public Schools (DCPS) school. Both N.F. and I.F. attended Benjamin Banneker

Academic High School (Banneker), a DCPS school, and the School of Arts in Learning (SAIL) Public Charter School and Center City Public Charter School Shaw Campus (CCS), District of Columbia Public Charter Schools (DCPCS) schools. N.F. and I.F. attended these schools tuition-free, as if they were District residents.

6. Defendant Joseph Francis has another son, T.J., whom attended SAIL Public Charter School, tuition free, as if he were a District resident.

7. At all times relevant to the acts described in this Complaint, Defendants were residents of the State of Maryland.

District of Columbia False Claims Act

8. The District of Columbia Procurement Reform Amendment Act (the District's False Claims Act) provides for the award of treble damages and civil penalties for, *inter alia*, knowingly making or causing to be made or used false statements to conceal, avoid, or decrease an obligation to pay money to the District. D.C. Code § 2-381.02(a) (2011 Supp.).

9. The District's False Claim Act was amended in 2013 by the Medicaid Enforcement and Recovery Amendment Act of 2012 (2013 Amendments). 59 D.C. Reg. 13,632-41 (2012). The 2013 Amendments became effective on March 19, 2013. 60 D.C. Reg. 9261 (2013).

10. The pre-2013 version of the District's False Claims Act provided:

(a) Any person who commits any of the following acts shall be liable to the District for 3 times the amount of damages which the District sustains because of the act of that person. A person who commits any of the following acts shall also be liable to the District for the costs of a civil action brought to recover penalties or damages, and may be liable to the District

for a civil penalty of not less than \$5,000, and not more than \$10,000, for each false claim for which the person:

* * *

(7) Knowingly makes or uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District

D.C. Code § 2-381.02 (2011 Supp.).

11. The pre-2013 version of the District’s False Claims Act defined “[k]nowing” or “knowingly” to mean that “a person, with respect to information, does any of the following: (i) Has actual knowledge of the falsity of the information; (ii) Acts in deliberate ignorance of the truth or falsity of the information; or (iii) Acts in reckless disregard of the truth or falsity of the information.” D.C. Code § 2-381.01(3)(A) (2011 Supp.). Proof of specific intent to defraud is not required for an act to be knowing.

D.C. Code § 2-381.01(3)(B) (2011 Supp.).

12. Effective March 19, 2013, the District’s False Claims Act was amended to reflect the following pertinent provisions:

(a) Any person who commits any of the following acts shall be liable to the District for 3 times the amount of damages which the District sustains because of the act of that person. A person who commits any of the following acts shall also be liable to the District for the costs of a civil action brought to recover penalties or damages, and may be liable to the District for a civil penalty of not less than \$5,500, and not more than \$11,000, for each false or fraudulent claim for which the person:

* * *

(6) Knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the District, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the District

D.C. Code § 2-381.02 (2013).

13. The District’s False Claims Act, as amended, defines “[k]nowing” or “knowingly” to mean “[t]hat a person, with respect to information, does any of the following: (i) Has actual knowledge of the information; (ii) Acts in deliberate ignorance of the truth or falsity of the information; or (iii) Acts in reckless disregard of the truth or falsity of the information.” D.C. Code § 2-381.01(7)(A) (2013). Proof of specific intent to defraud is not required for an act to be knowing. D.C. Code § 2-381.01(7)(B) (2013).

14. The District’s False Claims Act defines “[m]aterial” to mean “having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.” D.C. Code § 2-381.01(8) (2013).

15. The District’s False Claims Act defines “obligation” to mean “an established duty, whether or not fixed, arising from . . . statute or regulation, or from the retention of any overpayment.” D.C. Code § 2-381.01(9).

District of Columbia Nonresident Tuition Statute

16. D.C. Code § 38-302(a)(2) requires that nonresident tuition be paid for each student who attends a District public school and does not have a parent, guardian, custodian, or other primary caregiver who resides in the District. *See also* D.C. Code §§ 38-1800.02(25), (25)(A); 5-A D.C.M.R. §§ 5001.5, 5099.1.

17. Nonresident tuition rates are set by the District’s Office of the State Superintendent of Education to “cover all expenses” incurred by District schools in educating the student. D.C. Code § 38-302(b). The tuition rate to attend a public

charter school is no different than if the student attended a DCPS school. D.C. Code § 38-1802.06(e).

18. D.C. Code § 38-301(11) defines “parent” as a “a natural parent, stepparent, or parent by adoption who has custody or control of a student, including joint custody.” D.C. Code § 38-1800.02(26) defines “parent” as a person who has custody of a student, and who (1) is a parent or stepparent, (ii) has adopted that student, or (iii) has been “appointed as a guardian for the [student] by a court of competent jurisdiction.”

19. Public charter schools in the District are District government-funded schools that are “open to all students who are residents of the District, and, if space is available,” to nonresident students for whom tuition must be paid. D.C. Code § 38-1802.06(a), (e).

20. Nonresidents are required to pay tuition to enroll their children in District public schools because public funds are appropriated to the schools for the sole purpose of educating children and youth of District residents. D.C. Code §§ 38-2902, 38-307.

District’s Medicaid Program

21. In 1965, Congress established Section XIX of the Social Security Act, 42 U.S.C. §§ 301 *et seq.*, creating a program commonly known as Medicaid. The Medicaid program is a joint federal-state program that provides medical benefits “on behalf of families with dependent children and of aged, blind, or disabled individuals, whose

income and resources are sufficient to meet the costs of necessary medical services” 42 U.S.C. § 1396-1.

22. The District has enacted a Medicaid plan that provides Medicaid benefits to “eligible individuals who are residents of the [District].” District’s Medicaid Plan § 2.3. Under this plan, the District makes payments for the covered medical expenses of enrollees. 42 U.S.C. § 1396b.

23. As a condition of Medicaid eligibility, “[a]n individual shall be a resident of the District.” 29 D.C.M.R. § 9502.1. To qualify as a District resident under the District’s Medicaid Program, an individual must be “currently living” in the District, and either (i) intend “to remain there permanently or for an indefinite period,” or (ii) have entered the District “with a job commitment or seeking employment.” 42 C.F.R. § 435.403(i)(1).

Defendants’ Children’s Attendance at District Public Schools

24. In 2005, T.J. attended SAIL, a District of Columbia Public Charter School (DCPCS).

25. T.J. attended SAIL, tuition-free, as if he were a District resident for the entirety of the 2005-2006, 2006-2007, 2007-2008, and 2008-2009 school years. During this time, T.J. was living with Defendants in Upper Marlboro, Maryland.

26. In 2005, N.F. attended SAIL.

27. N.F. attended SAIL, tuition-free, as if she were a District resident for the entirety of the 2005-2006, 2006-2007, 2007-2008, 2008-2009, and 2009-2010 school years. During this time, N.F. was living with Defendants in Upper Marlboro, Maryland.

28. In 2010, N.F. began attending CCS, a DCPCS school.

29. N.F. attended CCS, tuition free, as if she were a District resident for the entirety of the 2010-2011 and 2012-2013 school year. During this time, N.F. was living with Defendants in Upper Marlboro, Maryland.

30. In 2005, I.F. attended Thurgood Marshall Extended Elementary School, a DCPS school.

31. I.F. attended Thurgood Marshall, as if he were a District resident for the entirety of the 2005-2006 school year. During this time, I.F. was living with Defendants in Upper Marlboro, Maryland.

32. In 2006, I.F. began attending SAIL.

33. I.F. attended SAIL, tuition-free, as if he were a District resident for the entirety of the 2006-2007, 2007-2008, 2008-2009, and 2009-2010 school years. During this time, I.F. was living with Defendants in Upper Marlboro, Maryland.

34. In 2010, I.F. began attending CCS.

35. I.F. attended CCS, tuition free, as if he were a District resident for the entirety of the 2010-2011, 2012-2013, 2013-2014, and 2014-2015 school years. During this time, I.F. was living with Defendants in Upper Marlboro, Maryland.

**Defendants' Failure to Pay Nonresident Tuition Owed
to District schools**

36. Nonresident tuition for T.J. to attend SAIL for the 2005-2006, 2006-2007, 2007-2008, and 2008-2009 school years was \$6,904.00, \$7,307.00, \$8,002.00, and \$9,033.00, respectively.

37. Nonresident tuition for N.F. to attend SAIL for the 2005-2006, 2006-2007, 2007-2008, 2008-2009 and 2009-2010 school years was \$7,111.00, \$7,527.00, \$8,242.00, \$8,770.00, and \$8,770.00, respectively. Nonresident tuition for N.F. to attend CCS for the 2010-2011 and 2012-2013 school years was \$9,213.00 and \$9,398.00, respectively.

38. Nonresident tuition for I.F. to attend Thurgood Marshall for the 2005-2006 school year was \$8,077.00. Nonresident tuition for I.F. to attend SAIL for the 2006-2007, 2007-2008, 2008-2009, and 2009-2010 school years was \$7,527.00, \$8,242.00, \$8,770.00, and \$8,770.00, respectively. Nonresident tuition for I.F. to attend CCS for the 2010-2011, 2012-2013, 2013-2014 and 2014-2015 school years was \$8,945.00, \$9,398.00, \$9,586.00, and \$10,251.00, respectively.

39. The total amount for T.J.'s attendance at a DCPCS school for the 2005-2009 school years was \$31,246.00.

40. The total amount for N.F.'s attendance at DCPCS schools for the 2005-2011 school years and the 2012-2013 school year was \$59,031.00.

41. The total amount for I.F.'s attendance at DCPS and DCPCS schools for the 2005-2011 school years and the 2012-2015 school years was \$79,566.00.

42. To date, Defendant Joseph Francis has not paid any nonresident tuition owed for T.J.'s attendance at SAIL, nor have any tuition payments been made on her behalf.

43. To date, Defendants have not paid any of the nonresident tuition owed for N.F.'s attendance at SAIL and CCS, and I.F.'s attendance at Thurgood Marshall, SAIL, and CCS, nor have any tuition payments been made on their behalf.

**Defendant Joseph Francis' False Statements to a District of Columbia Public
Charter School
(2011-2012 School Year)**

44. On June 1, 2011, Defendant Joseph Francis submitted to DCPCS two Enrollment Forms to re-enroll N.F. and I.F. as students at Center City Public Charter School Shaw Campus (CCS) for the 2011-2012 school year. On the Enrollment Forms, Defendant Joseph Francis stated that she, Defendant Francis and their children lived at 246 14th N.E., Washington, D.C. 20002. Under the Parent/Guardian and Emergency Contact Information section, Defendant Joseph Francis identified herself and Defendant Francis as a Parent or Guardian. Under the "DC Residency Status" section of the Enrollment Form, Defendant Joseph Francis checked the line on the form next to "D.C. Resident (Student & parent/legal guardian live in DC)," indicating that she and I.F. and N.F. were District residents. Under the Housing section, Defendant Joseph Francis checked the box next to "Permanent." Defendant Joseph Francis signed the Enrollment Forms, certifying that all the answers on the enrollment forms were "true, accurate and complete."

45. Relying on the Enrollment Forms Defendant Joseph Francis submitted to CCS, her children, N.F. and I.F., were enrolled at CSS as students for the 2011-2012 school year. The children were enrolled as District residents.

46. Defendant Joseph Francis knew that the information she provided on the Enrollment Forms was false because when she signed and submitted the forms, she knew that she, Defendant Francis, and their children were living in Upper Marlboro, Maryland, and not at the District address stated on the forms.

**Defendant Joseph Francis' False Statements to a DCPS School
(2013-2014 School Year)**

47. On April 8, 2013, Defendant Joseph Francis submitted to DCPS an Enrollment Form to enroll N.F. as a student at Banneker for the 2013-2014 school year. On the Enrollment Form, Defendant Joseph Francis stated that she, Defendant Francis, and N.F. lived at 246 14th St. N.E., Washington, D.C. 20002. Under the Parent/Guardian Information and Other Primary Caregiver Information section, Defendant Joseph Francis identified herself as a Parent or Guardian and as N.F.'s mother; she also identified Defendant Francis as N.F.'s father. Under the "Residency Status" section of the Enrollment Form, Defendant Joseph Francis checked the box on the form next to "D.C. Resident (Student and parent or legal guardian live in D.C.)," indicating that she and N.F. were District residents. Under the "Housing Status" section, Defendant Joseph Francis checked the box next to "Permanent." Defendant Joseph Francis signed the Enrollment Form, certifying that she completed the form, that the information on the form was accurate, and that she understood that "providing false information for purposes of defrauding the government is punishable by law."

48. On April 26, 2013, Defendant Joseph Francis signed and submitted a Sworn Statement of D.C. residency to DCPS, affirming that she lived in the District

at 246 14th St., N.E., Washington, D.C. 20005. Defendant Joseph Francis also indicated that she was N.F.'s "parent/guardian/caregiver." Defendant Joseph Francis signed the form, stating that she understood that enrollment of N.F. was based on her representation of District residency, and that if the information in the verification form was false, she would be liable for payment of tuition for N.F.

49. Relying on the Enrollment Forms and Sworn Statement of D.C. residency, Defendant Joseph Francis submitted to Banneker, DCPS enrolled N.F. as a student at Banneker for the 2013-2014 school year. N.F. was enrolled as a District resident.

50. Defendant Joseph Francis knew that the information she provided on the Enrollment Form and Sworn Statement of D.C. Residency was false because when she signed and submitted the forms, she knew that she, Defendant Francis, and their children were living in Upper Marlboro, Maryland, and not at the District address stated on the forms.

**Defendant Joseph Francis' False Statements to a DCPS School
(2014-2015 School Year)**

51. On June 20, 2014, Defendant Joseph Francis submitted to DCPS an Enrollment Form to re-enroll N.F. as a student at Banneker for the 2014-2015 school year. On the Enrollment Form, Defendant Joseph Francis stated that she, Defendant Francis, and N.F. lived at 246 14th St. N.E., Washington, D.C. 20002. Under the Parent/Guardian Information and Other Primary Caregiver Information section, Defendant Joseph Francis identified herself as a Parent or Guardian and as N.F.'s mother; she also identified Defendant Francis as N.F.'s father. Under the "Residency

Status” section of the Enrollment Form, Defendant Joseph Francis checked the box on the form next to “D.C. Resident (Student and parent or legal guardian live in D.C.),” indicating that she and N.F. were District residents. Under the “Housing Status” section, Defendant Joseph Francis checked the box next to “Permanent.” Defendant Joseph Francis signed the Enrollment Form, certifying that she completed the form, that the information on the form was accurate, and that she understood that “providing false information for purposes of defrauding the government is punishable by law.”

52. On June 20, 2014, Defendant Joseph Francis signed and submitted a Sworn Statement of D.C. residency to DCPS, affirming that she lived in the District at 246 14th St., N.E., Washington, D.C. 20002. Defendant Joseph Francis also indicated that she was N.F.’s “parent/guardian/caregiver.” Defendant Joseph Francis signed the form, stating that she understood that enrollment of N.F. was based on her representation of District residency, and that if the information in the verification form was false, she would be liable for payment of tuition for N.F.

53. Relying on the Enrollment Forms and Sworn Statement of D.C. residency, Defendant Joseph Francis submitted to Banneker, DCPS enrolled N.F. as a student at Banneker for the 2014-2015 school year. N.F. was enrolled as a District resident.

54. Defendant Joseph Francis knew that the information she provided on the Enrollment Form and Sworn Statement of D.C. Residency was false because when she signed and submitted the forms, she knew that she, Defendant Francis, and their

children were living in Upper Marlboro, Maryland, and not at the District address as stated on the forms.

Defendant Joseph Francis' False Statements to a DCPS School
(2015-2016 School Year)

55. On April 29, 2015, Defendant Joseph Francis submitted to DCPS an Enrollment Form to enroll I.F. as a student at Banneker for the 2015-2016 school year. On the Enrollment Form, Defendant Joseph Francis stated that she, Defendant Francis, and I.F. lived at 246 14th St. N.E., Washington, D.C. 20002. Under the Parent/Guardian Information and Other Primary Caregiver Information section, Defendant Joseph Francis identified herself as a Parent or Guardian and as I.F.'s mother; she also identified Defendant Francis as I.F.'s father. Under the "Housing Status" section, Defendant Joseph Francis checked the box next to "Permanent." Defendant Joseph Francis signed the Enrollment Form, certifying that she completed the form, that the information on the form was accurate, and that she understood that "providing false information for purposes of defrauding the government is punishable by law."

56. On April 30, 2015, Defendant Joseph Francis submitted to DCPS an Enrollment Form to re-enroll N.F. as a student at Banneker for the 2015-2016 school year. On the Enrollment Form, Defendant Joseph Francis stated that she, Defendant Francis, and N.F. lived at 246 14th St. N.E., Washington, D.C. 20002. Under the Parent/Guardian Information and Other Primary Caregiver Information section, Defendant Joseph Francis identified herself as a Parent or Guardian and as N.F.'s mother; she also identified Defendant Francis as N.F.'s father. Under the "Housing

Status” section, Defendant Joseph Francis checked the box next to “Permanent.” Defendant Joseph Francis signed the Enrollment Form, certifying that she completed the form, that the information on the form was accurate, and that she understood that “providing false information for purposes of defrauding the government is punishable by law.”

57. On April 30, 2015, Defendant Joseph Francis signed and submitted two Sworn Statements of D.C. residency to DCPS, affirming that she lived in the District at 246 14th St., N.E., Washington, D.C. 20002. Defendant Joseph Francis also indicated that she was I.F.’s and N.F.’s “parent/guardian/caregiver.” Defendant Joseph Francis signed the form, stating that she understood that enrollment of I.F. and N.F. was based on her representation of District residency, and that if the information in the verification form was false, she would be liable for payment of tuition for I.F. and N.F.

58. Relying on the Enrollment Forms and Sworn Statements of D.C. residency, Defendant Joseph Francis submitted to Banneker, DCPS enrolled I.F. and N.F. at Banneker as students for the 2015-2016 school year. I.F. and N.F. were enrolled as District residents.

59. Defendant Joseph Francis knew that the information she provided on the Enrollment Forms and Sworn Statements of D.C. Residency was false because when she signed and submitted the forms, she knew that she, Defendant Francis, and their children were living in Upper Marlboro, Maryland, and not at the District address stated on the forms.

Defendant Joseph Francis' False Statements to a DCPS School
(2016-2017 School Year)

60. On May 16, 2016, Defendant Joseph Francis submitted to DCPS two Enrollment Forms to re-enroll N.F. and I.F. as students at Banneker for the 2016-2017 school year. On the Enrollment Forms, Defendant Joseph Francis stated that she, Defendant Francis, N.F. and I.F. lived at 246 14th St. N.E., Washington, D.C. 20002. Under the Parent/Guardian Information section, Defendant Joseph Francis identified herself as a Parent or Guardian and as N.F. and I.F.'s mother; she also identified Defendant Francis as N.F. and I.F.'s father. Under the "Housing Status" section, Defendant Joseph Francis checked the box next to "Permanent." Defendant Joseph Francis signed the Enrollment Forms, certifying that she completed the form, that the information on the form was accurate, and that she understood that "providing false information for purposes of defrauding the government is punishable by law."

61. On May 17, 2016, Defendant Joseph Francis signed and submitted a Sworn Statement of D.C. residency to DCPS, affirming that she lived in the District at 246 14th St., N.E., Washington, D.C. 20002. Defendant Joseph Francis also indicated that she was I.F.'s "parent/guardian/caregiver." Defendant Joseph Francis signed the form, stating that she understood that enrollment of I.F. was based on her representation of District residency, and that if the information in the verification form was false, she would be liable for payment of tuition for I.F.

62. On May 26, 2016, Defendant Joseph Francis signed and submitted a Sworn Statement of D.C. residency to DCPS, affirming that she lived in the District

at 246 14th St., N.E., Washington, D.C. 20002. Defendant Joseph Francis also indicated that she was N.F.'s "parent/guardian/caregiver." Defendant Joseph Francis signed the form, stating that she understood that enrollment of N.F. was based on her representation of District residency, and that if the information in the verification form was false, she would be liable for payment of tuition for N.F.

63. Relying on the Enrollment Form and Sworn Statement of D.C. residency, Defendant Joseph Francis submitted to Banneker, DCPS enrolled I.F. and N.F. at Banneker as students for the 2016-2017 school year. I.F. and N.F. were enrolled as District residents.

64. Defendant Joseph Francis knew that the information she provided on the Enrollment Forms and Sworn Statements of D.C. Residency was false because when she signed and submitted the forms, she knew that she, Defendant Francis, and their children were living in Upper Marlboro, Maryland, and not at the District address stated on the forms.

**Defendant Joseph Francis False Statements to a DCPS School
(2017-2018 School Year)**

65. On April 27, 2017, Defendant Joseph Francis submitted to DCPS an Enrollment Form to re-enroll I.F. as a student at Banneker for the 2017-2018 school year. On the Enrollment Form, Defendant Joseph Francis stated that she, Defendant Francis, and I.F. lived at 246 14th St. N.E., Washington, D.C. 20002. Under the Parent/Guardian Information and Other Primary Caregiver Information section, Defendant Joseph Francis identified herself as a Parent or Guardian and as I.F.'s mother; she also identified Defendant Francis as I.F.'s father. Under the "Housing

Status” section, Defendant Joseph Francis checked the box next to “Permanent.” Defendant Joseph Francis signed the Enrollment Form, certifying that she completed the form, that the information on the form was accurate, and that she understood that “providing false information for purposes of defrauding the government is punishable by law.”

66. On April 27, 2017, Defendant Joseph Francis signed and submitted a Sworn Statement of D.C. residency to DCPS, affirming that she lived in the District at 246 14th St., N.E., Washington, D.C. 20002. Defendant Joseph Francis also indicated that she was I.F.’s “parent/guardian/caregiver.” Defendant Joseph Francis signed the form, stating that she understood that enrollment of I.F. was based on her representation of District residency, and that if the information in the verification form was false, she would be liable for payment of tuition for I.F.

67. Relying on the Enrollment Form and Sworn Statement of D.C. residency, Defendant Joseph Francis submitted to Banneker, DCPS enrolled I.F. at Banneker as a student for the 2017-2018 school year. I.F. was enrolled as a District resident.

68. Defendant Joseph Francis knew that the information she provided on the Enrollment Form and Sworn Statement of D.C. Residency was false because when she signed and submitted the forms, she knew that she, Defendant Francis, and I.F. were living in Upper Marlboro, Maryland, and not at the District address stated on the forms.

Defendants' False Statements to a DCPS School
(2018-2019 School Year)

69. On April 23, 2018, Defendant Joseph Francis submitted to DCPS an Enrollment Form to re-enroll I.F. as a student at Banneker for the 2018-2019 school year. On the Enrollment Form, Defendant Joseph Francis stated that she, Defendant Francis, and I.F. lived at 246 14th St. N.E., Washington, D.C. 20002. Under the Parent/Guardian Information and Other Primary Caregiver Information section, Defendant Joseph Francis identified herself as a Parent or Guardian and as I.F.'s mother; she also identified Defendant Francis as I.F.'s father. Under the "Housing Status" section, Defendant Joseph Francis checked the box next to "Permanent." Defendant Joseph Francis signed the Enrollment Form, certifying that she completed the form, that the information on the form was accurate, and that she understood that "providing false information for purposes of defrauding the government is punishable by law."

70. On April 23, 2018, Defendant Joseph Francis signed and submitted a Sworn Statement of D.C. residency to DCPS, affirming that she lived in the District at 246 14th St., N.E., Washington, D.C. 20002. Defendant Joseph Francis also indicated that she was I.F.'s "parent/guardian/caregiver." Defendant Joseph Francis signed the form, stating that she understood that enrollment of I.F. was based on her representation of District residency, and that if the information in the verification form was false, she would be liable for payment of tuition for I.F.

71. Relying on the Enrollment Form and Sworn Statement of D.C. residency, Defendant Joseph Francis submitted to Banneker, DCPS enrolled I.F. at Banneker as

a student for the 2018-2019 school year. I.F. was enrolled as a District resident.

72. Defendant Joseph Francis knew that the information she provided on the Enrollment Form and Sworn Statement of D.C. Residency was false because when she signed and submitted the forms, she knew that she, Defendant Francis, and I.F. were living in Upper Marlboro, Maryland, and not at the District address stated on the forms.

**Defendant Francis' Knowing Avoidance of an
Obligation to Pay District Nonresident Tuition**

73. Defendant Francis, a resident of Maryland, knew he had an obligation to pay nonresident tuition for his children, I.F. and N.F. to attend District public schools because he knew that he, his children, and Defendant Joseph Francis resided in Maryland, and not in the District.

74. Defendant Francis knew that, by failing to notify the District that he, Defendant Joseph Francis, and their children, were Maryland residents, he improperly avoided, concealed or decreased an obligation to pay tuition to the District, thereby concealing, avoiding or decreasing his obligation to pay the District by causing DCPS to decline to charge nonresident tuition for N.F.'s attendance at Banneker for the 2013-2017 school years, and I.F.'s attendance at Banneker for the 2015-2019 school years.

Defendants' Failure to Pay Nonresident Tuition Owed to a District Public Schools

75. Nonresident Tuition for N.F. to attend CCS for the 2011-2012 school year and Banneker for the 2013-2014, 2014-2015, 2015-2016, and 2016-2017 school years was \$9,213.00, \$10,795.00, \$11,580.00, \$11,580.00 and \$11,812.00, respectively.

76. Nonresident Tuition for I.F. to attend CCS for the 2011-2012 school year and Banneker for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years was \$8,945.00, \$11,580.00, \$11,812.00, \$11,989.00 and \$13,033.00, respectively.

77. The total amount for N.F.'s attendance at CCS for the 2011-2012 school year and Banneker for the 2013-2017 school years was \$54,980.00.

78. The total amount for I.F.'s attendance at a CCS for the 2011-2012 school year and Banneker for the 2015-2019 school years was \$57,359.00.

79. To date, Defendants have not paid any of the nonresident tuition owed for N.F. and I.F. to attend CSS and Banneker, nor have any tuition payments been made on their behalf.

Defendant Joseph Francis' False Statements to the Department of Human Services

80. On August 20, 2014, Defendant Joseph Francis submitted an Insurance Affordability Application to the District's Department of Human Services (DHS) to apply for medical assistance and health coverage on behalf of herself, T.J., N.F., and I.F. On the form, Defendant Joseph Francis stated that she and her three children lived at 246 14th St., N.E., Washington, D.C. 20002.

81. Relying on the information provided by Defendant Joseph Francis on the Insurance Affordability Application, the D.C. Department of Health Care Finance (DHCF) provided Defendant Joseph Francis and her three children with medical assistance through a Medicaid program, as if they were D.C. residents.

82. DHCF made monthly capitation payments to a managed care organization (MCO) to finance Defendant Joseph Francis' health care benefits. From

November 2015 through July 2016, DHCF made payments in the amount of \$2,888.07, for monthly capitation payments for Defendant Joseph Francis.

83. DHCF made monthly capitation payments to an MCO to finance T.J.'s health care benefits. From November 2015 through July 2016, DHCF made payments in the amount of \$2,888.07, for monthly capitation payments for T.J.

84. DHCF made monthly capitation payments to an MCO to finance N.F.'s health care benefits. From November 2015 through July 2016, DHCF made payments in the amount of \$1,343.52, for monthly capitation payments for N.F.

85. DHCF made monthly capitation payments to an MCO to finance I.F.'s health care benefits. From November 2015 through July 2016, DHCF made payments in the amount of \$1,343.52, for monthly capitation payments for I.F.

86. In sum, from November 2015 to July 2016, during which time she lived in Maryland, and not in the District, Defendant Joseph Francis received medical benefits on behalf of herself, and her children, T.J., N.F., and I.F., from the District in the amount of \$8,463.18.

87. To date, Defendant Joseph Francis has not reimbursed the District for any of the medical benefits she accepted for herself, or on behalf of her children, nor have any payments been made on her behalf.

COUNT I
False Claims Act
Knowingly Making a False Record or Statement to Conceal, Avoid or Decrease an
Obligation to Pay the District
(D.C. Code § 2-381.02(a)(7) (2011 Supp.))

88. Paragraphs 1 through 87 are realleged as if fully set forth herein.

89. Defendant Joseph Francis knowingly made false statements to conceal, avoid, or decrease an obligation to pay the District when she signed and submitted false enrollment forms and false sworn statements of D.C. residency, for her children, I.F. and N.F., causing District public schools to decline to charge nonresident tuition for their attendance at a DCPCS for the 2011-2012 school year in violation of D.C. Code § 2-381.02(a)(7) (2011 Supp.). Defendant Joseph Francis knew that she did not reside in the District when she made these false statements.

COUNT II
False Claims Act
Knowingly Making a False Record or Statement Material to Avoid an Obligation to
Pay the District
(D.C. Code § 2-381.02(a)(6) (2013))

90. Paragraphs 1 through 87 are realleged as if fully set forth herein.

91. Defendants Joseph Francis knowingly made, used, and caused to be made or used, false records or statements material to an obligation to pay the District. Defendant Joseph Francis knowingly signed and submitted false enrollment forms and false sworn statements of D.C. residency, for her children, N.F. and I.F., causing a DCPS school to decline to charge nonresident tuition for their attendance, N.F. for the 2013-2017 school years and I.F. for the 2015-2019 school years in violation of D.C. Code § 2-381.02(a)(6) (2013).

COUNT III
False Claims Act
Knowingly Making a False Record or Statement to Avoid an Obligation to Pay the
District – Medicaid Benefits
(D.C. Code § 2-381.02(a)(6) (2013))

92. Paragraphs 1 through 87 are realleged as if fully set forth herein.

93. Defendant Joseph Francis knowingly made, used, and caused to be made or used, false records or statements to material to an obligation to pay the District. Defendant Joseph Francis knew that she was ineligible to receive District Medicaid benefits. As a Maryland resident, Defendant Joseph Francis knew that she had an obligation to pay for the Medicaid benefits provided by the District because she and her children did not reside in the District. Defendant Joseph Francis knowingly provided incorrect residency information to the District, stating she and her children resided in the District, causing DCHF to pay for the medical benefits received by Defendant Joseph Francis and her three children from July 2015 through August 2016, in violation of D.C. Code § 2-381.02(a)(6) (2013).

COUNT IV
False Claims Act
Knowingly Concealing and Knowingly and Improperly
Avoiding or Decreasing an Obligation to Pay the District
(D.C. Code § 2-381.02(a)(6))

94. Paragraphs 1 through 87 are realleged as if fully set forth herein.

95. Defendant Francis knowingly concealed and knowingly and improperly avoided or decreased an obligation to pay the District. Defendant Francis knew that he had an obligation to pay nonresident tuition for his children, N.F. and I.F. because Defendants and their children did not reside in the District. Defendant Francis failed to notify the District of his, Defendant Joseph Francis' and their children's correct address, causing a DCPS school to decline to charge nonresident tuition for N.F.'s attendance for the 2013-2017 school years and I.F.'s attendance for the 2015-2019 school years in violation of D.C. Code § 2-381.02(a)(6) (2013).

COUNT V
Unjust Enrichment

96. Paragraphs 1 through 87 are realleged as if fully set forth herein.

97. To date, Defendant Joseph Francis continues to owe the District the entire nonresident tuition for T.J., N.F. and I.F.'s attendance at District public schools.

98. By having her children attend DCPS and DCPCS schools, T.J. for the entirety of the 2005-2009 school years, N.F. for the entirety of the 2005-2017 school years, and I.F. for the entirety of the 2005-2019 school years, and by avoiding her obligation to pay nonresident tuition to the District despite her and Defendant Francis' residency in Maryland, Defendant Joseph Francis has been unjustly enriched to the detriment of the District.

99. To date, Defendant Joseph Francis continues to owe the District the entire nonresident tuition for T.J., N.F. and I.F.'s attendance at DCPS and DCPCS schools.

100. By accepting medical benefits from DHCF for herself, T.J., N.F., and I.F., under the District's Medicaid program from November 2015 to August 2016, of which she was not entitled to, as a Maryland resident, Defendant Joseph Francis had been unjustly enriched to the detriment of the District.

101. To date, Defendant Joseph Francis continues to owe the District for the entire amount of medical benefits paid for her and her children by the District.

102. By having his children, N.F. and I.F. attend DCPS and DCPCS schools, N.F. for the entirety of the 2005-2017 school years, and I.F. for the entirety of the 2005-2019 school years, and by avoiding his obligation to pay nonresident tuition to the

District despite his and Defendant Joseph Francis' residency in Maryland, Defendant Francis has been unjustly enriched to the detriment of the District.

103. To date, Defendant Francis continues to owe the District the entire nonresident tuition for N.F. and I.F.'s attendance at DCPS and DCPCS schools.

Prayer for Relief

WHEREFORE, the District respectfully requests that the Court enter judgment in its favor and against Defendants on its claims and that this Court impose damages and penalties as follows:

- (1) On Count I against Defendant Joseph Francis, award the District treble statutory damages in an amount to be determined at trial, but not less than \$54,474.00 (three times \$18,158.00); civil penalties of not less than \$5,000.00 and not more than \$10,000.00, payable to the District, for each violation of the District's False Claims Act;
- (2) On Count II against Defendant Joseph Francis, award the District treble statutory damages in an amount to be determined at trial, but not less than \$282,543.00 (three times \$94,181.00); civil penalties of not less than \$5,500.00 and not more than \$11,000.00, payable to the District, for each violation of the District's False Claims Act;
- (3) On Count III against Defendant Joseph Francis, award the District treble statutory damages in an amount to be determined at trial, but not less than \$25,389.54 (three times \$8,463.18); civil penalties of not less

than \$5,500.00 and not more than \$11,000.00, payable to the District, for each violation of the District's False Claims Act;

- (4) On Count IV against Defendant Francis, award the District treble statutory damages in an amount to be determined at trial, but not less than \$282,543.00 (three times \$94,181.00); civil penalties of not less than \$5,500.00 and not more than \$11,000.00, payable to the District, for each violation of the District's False Claims Act;
- (5) On Count V against Defendant Joseph Francis, award the District actual damages in an amount to be determined at trial, but not less than \$290,645.18;
- (6) On Count V against Defendant Francis, award the District actual damages in an amount to be determined at trial, but not less than \$250,936.00;
- (7) Award the District interest, costs, and other recoverable expenses permitted by law; and
- (8) Award the District such further and additional relief as may be just and proper.

Jury Demand

The District of Columbia hereby demands a trial by jury by the maximum number of jurors permitted by law.

Dated: August 23, 2019

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia

JIMMY R. ROCK
Acting Deputy Attorney General,
Public Advocacy Division

/s/ Catherine A. Jackson

CATHERINE A. JACKSON
Chief, Public Integrity Section
D.C. Bar #1005415

/s/ John Lui

JOHN LUI
Assistant Attorney General
D.C. Bar #1021222
Suite 630 South
441 4th Street, N.W.
Washington, D.C. 20001
(202) 724-6526
(202) 730-1474 (fax)
john.lui@dc.gov

Attorneys for the District of Columbia