

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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UNITED STATES OF AMERICA,))
<i>ex rel.</i> MICHAEL LINDLEY))
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Plaintiff,))
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v.))
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THE GALLUP ORGANIZATION,))
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Defendant;))
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MICHAEL LINDLEY,))
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Plaintiff,))
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v.))
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THE GALLUP ORGANIZATION,))
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Defendant;))
))
UNITED STATES OF AMERICA,))
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Plaintiff,))
))
v.))
))
TIMOTHY CANNON,))
))
Defendants.))
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**RELATOR’S FIRST AMENDED
COMPLAINT**

Civil Action No.: 1:09-CV-01985 (ABJ)

JURY TRIAL DEMANDED

**RELATOR'S FIRST AMENDED COMPLAINT
(False Claims Act, 31 U.S.C. §§ 3729 *et seq.*, and Common Law)**

Preliminary Statement

Relator’s First Amended Complaint alleges that The Gallup Organization -- the company that promotes itself as “the most trusted name in polling” -- and its management have defrauded

the United States Government by knowingly submitting false and inflated labor hours and cost estimates in connection with price negotiations for fixed-price contracts, and by obtaining Government contract work through corrupt practices. Michael Lindley, a Gallup employee, spent months trying unsuccessfully to get his superiors to stop the fraudulent conduct. Finally, he told management that if Gallup did not cease its fraudulent conduct, he would personally report the misconduct to the Department of Justice. The next day, Gallup's chief counsel fired Lindley and told him: "When you start talking about going to the Department of Justice, we don't trust you anymore." Relator Michael Lindley, by the undersigned counsel, brings the *qui tam* claims in this First Amended Complaint on behalf of and in the name of the United States of America, incorporating herein the False Claims Act allegations against Gallup in the United States' Complaint in Intervention, and brings the retaliatory discharge claims in this lawsuit on his own behalf, and alleges:

JURISDICTION AND VENUE

1. Counts I and II are civil actions by Relator Michael Lindley, acting on behalf of and in the name of the United States, against Defendant The Gallup Organization ("Defendant" or "Gallup") under the federal False Claims Act, 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).
2. Count III is a civil action by Relator Michael Lindley against Defendant under the "whistleblower protection" provision of the federal False Claims Act, 31 U.S.C. § 3730(h). This Court has jurisdiction pursuant to 28 U.S.C. § 1331, and 31 U.S.C. §§ 3730(h) and 3732(a).
3. Count IV is a civil action by Relator Michael Lindley against Defendant under the common law of the District of Columbia. This Court has supplemental jurisdiction over this claim pursuant to 28 U.S.C. § 1367.

4. This Court has personal jurisdiction over the Defendant pursuant to 31 U.S.C. § 3732(a), because the Defendant is located and transacts business in this judicial district.

5. Venue is proper in this judicial district pursuant to 31 U.S.C. § 3732(a) and 28 U.S.C. §§ 1391(b) and (c), because the Defendant is located and transacts business in this judicial district, and some of the alleged acts proscribed by 31 U.S.C. § 3729 and § 3730(h) occurred in this judicial district.

6. None of the allegations set forth in this First Amended Complaint is based on a public disclosure of allegations or transactions in a criminal, civil, or administrative hearing, in a congressional, administrative, or General Accounting Office report, hearing, audit, or investigation, or in the news media.

7. Relator Michael Lindley has direct and independent knowledge, within the meaning of 31 U.S.C. § 3730(e)(4)(B), derived through his employment with the defendant, of the information on which the allegations set forth in this First Amended Complaint are based, and he has voluntarily provided the information to the Government prior to the filing of this lawsuit and prior to any public disclosures of the allegations or transactions set forth herein.

PARTIES AND OTHER RELATED PERSONS

8. Plaintiff Michael Lindley (“Relator”) resides in Washington, D.C. From February 24, 2008, until July 24, 2009, the Defendant employed Relator as its Director of Client Services. During that time, Relator learned about the conduct set forth herein. Relator’s performance record with Defendant was exemplary. Defendant terminated Relator’s employment after he complained to Gallup management about Defendant’s violations of the False Claims Act and stated that if Gallup did not stop its fraudulent conduct and disclose it to the Government, he would report these matters to the Department of Justice.

9. Defendant The Gallup Organization (“Gallup” or “Defendant”) is a privately held company with its world headquarters located at 901 F Street, NW, Washington, D.C. 20004. For more than 70 years, Gallup has provided opinion polling and other consulting services. Gallup received more than \$300 million of annual revenues in the calendar year 2008, much of which was from contracts to perform services for various agencies of the United States Government. The Chairman of the Board, President, and Chief Executive Officer of Gallup is Jim Clifton. Gallup’s Chief Counsel is Steve O’Brien.

10. Relator re-alleges and incorporates the allegations contained in paragraphs 1-14 of the United States' Complaint in Intervention as if fully set forth herein.

GALLUP’S VIOLATIONS OF THE FALSE CLAIMS ACT

11. Relator re-alleges and incorporates the allegations against Gallup contained in paragraphs 15-152 of the United States' Complaint in Intervention as if fully set forth herein.

GALLUP’S WRONGFUL DISCHARGE OF RELATOR

Lindley Starts Work in Gallup’s Government Division

12. On February 24, 2008, Relator Michael Lindley started work at Gallup as Director of Client Services in Gallop’s Government Division in Washington, D.C. This was a new position at Gallup that required Lindley to assist in the development of new Government proposals and gave Lindley a perspective on Gallup’s bidding and pricing activities involving Government contracts.

13. Lindley initially reported directly to F. Warren Wright, who was the managing partner in charge of Gallup’s Government Division.

14. As Director of Client Services, Lindley assisted all Gallup Government Division partners, including Sameer Abraham and Timothy Blass, in preparing cost estimates for budgets

submitted to government agencies on proposals and contracts. Lindley worked on cost estimates and budgets for several Government projects, including projects with the U.S. Mint, the U.S. Department of State, and the Federal Emergency Management Agency (“FEMA”).

15. After the award of a Government contract, Lindley also assisted Gallup’s Government Division partners in preparing internal budgets that included Gallup’s estimated labor hours and direct costs. These budgets were entered on Gallup’s project management system, known as S2000. During the performance of Government contracts, Lindley tracked whether the actual hours and direct costs expended by Gallup were in line with Gallup’s internal budgets, and he reported his findings to the Gallup partner in charge of the project during monthly “Work in Progress” meetings.

16. Throughout the performance period of a Government contract, Lindley also tracked the “gross margin” on the project. At Gallup, the gross margin on a project was determined by taking the ratio of the project’s total labor and other direct costs to its total revenues (*i.e.*, total costs/total revenues), and then subtracting that ratio from 1. For example, if Gallup’s total costs for a project were \$420,000, and its total revenues were \$1,200,000, then the ratio of costs to revenues would be $420,000/1,200,000$, or 0.35 (*i.e.*, 35%). The gross margin of the project would be $1.0 - 0.35$, or 0.65 (*i.e.*, 65%).

17. Gallup paid incentive compensation to its partners, including Government Division partners, based on the gross margins on the projects they had won. Gallup typically paid the partner responsible for a project two percent of the project’s gross margin, provided the gross margin was 50% or more. If a project’s gross margin fell below 50%, the partner would not receive incentive compensation.

Lindley Discovers and Internally Reports Gallup's Fraudulent Pricing Practices

18. In or about April 2008, Lindley first began to observe what he reasonably believed to be fraudulent pricing practices by Gallup partner Sameer Abraham in connection with Gallup's Government contracts.

19. Abraham was the partner in charge of Gallup's contract with the U.S. Mint. Under this contract, whenever the U.S. Mint needed market research, it would forward to Gallup a task order request. In response, Abraham would submit a detailed budget to the U.S. Mint. The budget would include a breakdown of the project on a task-by-task basis, setting forth the labor categories required to complete the work, the number of hours needed per labor category, and other direct costs. The U.S. Mint relied on the budgets Gallup submitted to set prices for the individual task orders issued.

20. Instead of providing the U.S. Mint with Gallup's true estimated costs, Abraham prepared, and directed Lindley to prepare, budgets with cost estimates that Abraham knew were inflated. In these budgets, Abraham would inflate the number of hours required to complete the task orders, usually by a multiple of two or three times the number that would be justified by Gallup's historical experience. Abraham similarly inflated other direct costs in the budgets he submitted to the U.S. Mint.

21. After the U.S. Mint approved the task orders based on the amounts in the inflated budgets, Abraham prepared internal budgets that reflected Gallup's true estimate of labor hours and other direct costs needed to perform the work called for in the task orders. To create these internal budgets, Abraham simply crossed out the inflated numbers of estimated hours in the budgets that Gallup had submitted to the Government, and, in their place, wrote in the accurate numbers of estimated hours. Examples of these internal budgets for the Mint project, with the

cross-outs and replacement numbers written in Abraham's own hand, are attached hereto as Exhibit 1.

22. At Abraham's direction, Lindley entered the labor hours from Abraham's internal budgets for Mint task orders into Gallup's project management system. In monitoring Gallup's subsequent work performance, Lindley observed that the actual hours worked were usually significantly lower than the hours Gallup had included in the inflated cost estimates it had submitted to the Government, and that the actual hours generally matched, or were less than, the level that Abraham had estimated for Gallup's internal purposes.

23. Lindley also tracked the gross margins on Mint task orders throughout the contract performance period. Lindley observed that the gross margins on these task orders typically exceeded 70% and were often in excess of 80%. Lindley knew that the gross margins on the Mint task orders were far higher than the gross margins on the majority of Gallup's commercial contracts.

24. Lindley observed that Abraham engaged in the same type of misconduct in connection with Gallup contracts to perform passport-related market research for the U.S. Department of State.

25. Specifically, Abraham knowingly prepared, and directed Lindley to prepare, inflated cost estimates which were used for setting contract prices with the Department of State. For internal budgeting and compensation purposes, however, Abraham prepared internal budgets for the Passport project with realistic -- and far lower -- estimates of the hours and costs required to complete the tasks. As he did on the Mint project, Abraham created these internal budgets by simply crossing out the inflated numbers of estimated hours in the budgets underlying the cost estimates Gallup submitted to the Government, and, in their place, writing in the accurate

numbers of estimated hours. An example of a Passport project budget, with the cross outs and replacement numbers written in Abraham's own hand, is attached hereto as Exhibit 2.

26. As he did on the Mint project, Lindley tracked the actual hours worked and the gross margin earned on the Passport project. Lindley observed that the actual hours worked on the Passport project were usually significantly lower than the hours Gallup had included in the inflated cost estimates it had submitted to the Government, and that the actual hours generally matched, or were less than, the level that Abraham had estimated for Gallup's internal purposes.

27. Lindley also tracked the gross margins on the Passport project throughout the contract performance period. Lindley observed that the Passport project gross margins were often in excess of 80% and were far higher than the gross margins on the majority of Gallup's commercial contracts.

28. When Lindley first became aware of Abraham's fraudulent pricing practices, he promptly reported these practices and expressed his concerns about the same to F. Warren Wright, the Managing Partner for the Government Contracts Division. Wright dismissed Lindley's concerns, telling him that he (Lindley) did not understand Government contracting.

29. Because Gallup paid Abraham incentive compensation based on the gross margin of his projects, and Gallup paid Wright incentive compensation based on the gross margin of all Government Division projects, Wright and Abraham benefited financially from Abraham's practice of maximizing gross margins by providing the Government with inflated cost estimates. Both Wright and Abraham frequently boasted that the profit margins earned on Government Division contracts were among the highest company-wide.

Gallup Recognizes Both Lindley and Abraham for Outstanding Performance

30. In January 2009, Gallup chose Sameer Abraham as the Government Division's "Rainmaker of the Year." This award entitled Abraham to an additional \$50,000 in compensation.

31. In January 2009, Gallup also selected Lindley as the Government Division "Rookie of the Year," from a field of nine nominees. This award did not entitle Lindley to receive any additional compensation.

32. In March 2009, Lindley was awarded the maximum pay raise of the employees who were in his "entering class," based on his outstanding performance during his first year at Gallup. Gallup also selected Lindley to attend "partnership boot camp" in late March 2009, based on Lindley's demonstrated partnership potential. At partnership boot camp, Lindley won the "Innovation Award" by a vote of his peers.

Gallup and Lindley Learn of New Government Self-Disclosure Rules

33. In late 2008, the Government published a final rule that would amend the Federal Acquisition Regulations ("FARs"), effective December 12, 2008. A new provision of the FAR, codified at 48 C.F.R. § 3.1003(a)(2), required that when a Government contractor discovered "credible evidence" of certain kinds of wrongdoing, the contractor had to make a timely disclosure of the allegations to the Government, under penalty of suspension or debarment from further Government contract work. Under the new FAR provision, the types of wrongdoing that contractors were required to timely self-disclose included violations of various criminal fraud statutes, violations of conflict of interest provisions, and violations of the civil False Claims Act.

34. In late 2008, Gallup's Government Division leadership and employees, including Lindley, learned about and discussed the new self-disclosure obligations set forth in the FAR.

Lindley Continues to Report Gallup's Ongoing Pricing Fraud to Management

35. In 2009, Lindley continued to observe Abraham and other Gallup partners inflating cost estimates provided to government agencies and engaging in other misconduct. Lindley also continued to report this misconduct to Gallup's management in an effort to stop the company from continuing to defraud the government.

36. In early 2009, Lindley met with Elaine Cardenas, Gallup's Business Development Manager, and told her about the improper pricing practices he had observed in the Government Division. Cardenas told Lindley that she had brought up billing problems in the past but had always lost that battle to the partners. Cardenas suggested that Lindley bring his concerns to the attention of Julie Curd, who had just been appointed the Executive Director of Gallup's Government Division.

37. Shortly afterwards, Lindley informed Julie Curd of the fraudulent activities he had observed and who had been involved. Lindley also showed her some examples where Abraham had used one set of hours when submitting a Government bid, and a more realistic, lower set of hours for purposes of Gallup's internal tracking system. Curd told Lindley she had been suspicious of this kind of activity for some time. She asked Lindley to gather more documentation related to his claims, and scheduled a follow-up meeting with Lindley and other Gallup officials.

38. In or about February 2009, after a meeting with high-level Gallup officials, Lindley was instructed that he should not confront any partner about suspected wrongdoing, and that he should continue to follow the partners' instructions even if he were asked to prepare documentation that he considered to be inaccurate. Lindley was told that if he were asked to assist anyone with something he believed was wrong, he was to comply with the request and

report the matter either to Curd or to company legal counsel. Lindley also was directed not to discuss his concerns in writing, including in emails to Curd or company legal counsel.

39. After Lindley received these instructions, he observed over the next several months that Gallup's practice of falsely inflating prices was getting worse rather than better, and he continued to bring these matters to the attention of Curd. Curd told Lindley that she had been proposing reforms to Gallup's Executive Committee but had been meeting intense resistance. She said the committee considered her to be an "extremist."

Lindley Discovers and Reports Gallup's Conflict of Interest Violations

40. In early 2009, Lindley received information that caused him to be concerned that Gallup had violated conflict-of-interest rules and had engaged in corrupt practices in connection with its successful effort to win a subcontract with FEMA and the Office of Personnel Management ("OPM") and to secure funding for work performed under the FEMA/OPM subcontract.

41. During several conversations with Lindley in January and February 2009, Managing Partner Warren Wright told him that Gallup had interviewed and offered a partnership position to a FEMA employee named Tim Cannon. Wright remarked that he was particularly pleased because it had been so easy to negotiate an employment contract with Cannon.

42. Thereafter, Lindley, along with all the other Gallup employees participating in the "partnership boot camp," was assigned to interview a Gallup partner on how the partner had secured a "signature win," *i.e.*, a contract award of at least \$1 million. Each participant was to write a paper on these "winning tactics," and the papers were to be compiled into a "playbook" that would be distributed to all the participants in the boot camp. For this assignment, Lindley

chose to interview Government Division partner Timothy Blass, whom Lindley understood to have recently won a large contract to do work for FEMA.

43. Blass told Lindley that he had secured the FEMA/OPM subcontract and agency funding by cultivating a relationship with a FEMA Client Director named Tim Cannon. Blass described Cannon as Gallup's "internal advocate" -- a government insider who lobbied other FEMA officials to award and fund work with Gallup. Blass told Lindley that he had "trained Cannon to pitch our products." Blass described Cannon as the "purchasing agent" and a "main influencer" at FEMA in the agency's Human Capital Division. Blass considered Cannon a "decision maker" within FEMA who "controlled the purse strings." Blass specifically directed Lindley not to include Cannon's name in Lindley's "playbook" report.

44. Because of his earlier discussions with Wright, Lindley immediately realized that this was the same "Tim Cannon" to whom Gallup had offered a partnership position. Lindley also realized that Gallup had violated conflict of interest rules by discussing employment with a FEMA employee who was a key player in FEMA's decision to award and fund a Gallup project. Lindley promptly reported his concerns about the conflict of interest posed by hiring Cannon to Julie Curd and another Gallup employee, Kirk Cox. Curd informed Lindley that while she had already been concerned about Gallup's decision to hire Cannon, Lindley's disclosure that Cannon had been the "main influencer" in securing the award from FEMA heightened her concerns. No one at Gallup reported the conflict to the Government.

Lindley Internally Reports Other Misconduct By Gallup's Government Division

45. During the course of his employment, Lindley also reported to Curd and other corporate managers additional misconduct in which Gallup Government Division partners had engaged. This misconduct included:

- a. Abraham shifted recorded labor charges for work performed on Government fixed-price contracts to a Gallup cost-plus contract with the Substance Abuse and Mental Health Services Administration (“SAMHSA”), a component of the Department of Health and Human Services, so that Gallup would not be “leaving money on the table”;
- b. Abraham improperly upgraded labor categories and rates for individuals working on the SAMHSA contract;
- c. In 2009, Abraham fabricated cost estimates for a new SAMHSA contract proposal;
- d. Gallup Government Division partner Timothy Blass prepared and submitted inflated cost estimates in connection with contracts with U.S. government agencies, including a Gallup prime contract with the Air Force Materials Command and a Gallup subcontract with Battelle National Labs (under a prime contract with the Department of Energy).
- e. Gallup exercised undue influence over the 2009 award process for a \$45 million contract it won with the U.S. Army’s Joint Contracting Command in Baghdad, Iraq, to provide polling and focus group services within Iraq. Gallup drafted the Request for Proposal (“RFP”) that the Army’s contracting officer issued. In a weekly meeting at Gallup involving Managing Partner Warren Wright, Chris Stewart, and others, Wright and Stewart joked that they had performed a word-count comparison between the RFP written by Gallup and the one released by the Army and had found that the two documents were virtually identical. Stewart also indicated that someone within the Government (whom Stewart referred to as “a little birdie”) had given Gallup inside information that enabled Gallup to adjust its bid to win the award. They

specifically asked Lindley not to say anything about these matters to Gallup's legal counsel.

Lindley Demands that Gallup Stop the Fraud Immediately, and He Is Fired

46. In or about May or June 2009, Julie Curd replaced Managing Partner F. Warren Wright as head of the Government Division. Curd took over this position after Wright had been accused of racial and sexual harassment of a female employee; Wright was then transferred to a position where he would not be managing women.

47. On or about April 6-10, 2009, Lindley attended a training course on Contract Pricing at The George Washington University. The five-day course provided a comprehensive overview of the pricing of U.S. Government contracts, as well as recent developments in the FAR. Among the items discussed during training was the late-2008 amendment to the FAR described above, 48 C.F.R. § 3.1003(a)(2), requiring that federal contractors promptly self-report fraud, conflict of interest, and certain other misconduct in connection with government contracts under penalty of debarment.

48. Following this training course in April 2009, Lindley had several conversations with Curd and other Gallup employees about Gallup's ongoing misconduct in connection with government contracts and its duty under the FAR to self-report its misconduct. Nonetheless, Gallup failed to self-report any misconduct to the Government.

49. In or about June 2009, Abraham assigned Lindley to prepare cost estimates for a newly-proposed five-year contract with the State Department for passport-related market research. The proposed work was almost identical to the work Gallup had previously performed on a 2008 State Department contract, except that the market surveys were to be performed on a monthly rather than quarterly basis.

50. Relying on historical data, including the hours spent and costs incurred on the 2008 contract, Lindley prepared a budget in which he estimated that Gallup's labor and other direct costs for the new proposed contract would be approximately \$8 million. Lindley knew that this estimate was at the high end of likely costs because it did not take into account the cost savings Gallup would likely achieve as a result of economies of scale and its prior experience performing the same work.

51. Lindley forwarded his proposed budget to two other Gallup employees for feedback. Both individuals concurred that the cost estimates in Lindley's proposed budget erred on the high side, *i.e.*, the costs were somewhat greater than the costs that Gallup might expect to incur.

52. Lindley then sent the \$8 million budget to Abraham. Although Lindley's budget reached the \$8 million figure by erring on the high side of estimated labor hours and other estimated costs, Abraham further increased the estimated labor hours and other costs in the budget to arrive at the grossly inflated budget of approximately \$20 million. Abraham later became convinced that he could get even more money out of the Department of State, so he created a second and then a third budget in which he further inflated the costs for the project, ultimately arriving at a proposed budget of approximately \$25 to \$30 million.

53. On or about July 23, 2009, Abraham informed Lindley that he would present a budget of \$25 to \$30 million to the Department of State within the next few days.

54. Lindley immediately requested a meeting with Curd. On July 23, 2009, Lindley met with Curd and informed her that Abraham intended to submit a \$25 to \$30 million budget to the Department of State for a contract, despite the fact that, in reality, Gallup would incur hours and other direct costs that would support a budget of less than half that amount. Lindley

reminded Curd that Gallup management had assured him that they would stop the submission of fraudulent budgets to the Government, and that, in Lindley's opinion, the \$25 million State Department budget was perhaps the most extreme example of fraud that he had seen during his time with the company. Lindley further told Curd that if Gallup did not stop its fraudulent conduct, he would report these matters to the Department of Justice himself.

55. Curd stated that she also was frustrated with the company's inaction on the improper billing practices. She described Gallup's Executive Committee as "hypocrites." However, Curd encouraged Lindley not to report the matters externally, but instead, to keep working with Gallup to help bring about change internally. Curd further stated that she would contact Gallup's general counsel that day.

56. When Lindley arrived at work on the afternoon of the following day, July 24, 2009, an administrative assistant told him to report to Curd's office. In her office, Curd told Lindley that Gallup was terminating his employment effective immediately.

57. Curd explained to Lindley that the decision to terminate him was not her decision, but instead was the decision of Gallup's Chief Counsel, Steve O'Brien. Lindley was shocked and distressed, both at the fact that Gallup had fired him and at the fact that this personnel decision had been made by O'Brien rather than Lindley's own direct supervisor, Curd. Lindley requested a meeting with O'Brien.

58. An hour after his termination, Lindley met with O'Brien and asked O'Brien why he was being fired. O'Brien first claimed it was for performance reasons, which Lindley responded was unlikely given that Gallup had lauded him for his outstanding performance during his first year. O'Brien next claimed Gallup was firing Lindley because he had supposedly refused a request to retrieve some documentation from Gallup's computer system to assist

Gallup in responding to a procurement ethics survey. Lindley pointed out that he had in fact done everything he could to find such documentation, but that he found that the documentation had been deleted from Gallup's computer system, and he had immediately informed his superiors of that fact. Finally, O'Brien admitted unambiguously the real reason that Gallup had fired Lindley, stating: "When you start talking about going to the Department of Justice, we don't trust you anymore."

59. Shortly after Gallup fired Lindley, the Department of State awarded Gallup a large contract to perform passport-related services. This was the same contract for which Abraham was inflating Gallup's cost estimates, which Lindley had complained about to Gallup management.

COUNT I: Knowingly Presenting False Claims
(31 U.S.C. § 3729(a)(1) (2008), § 3729(a)(1)(A) (2009))

60. Relator re-alleges and incorporates the allegations contained in paragraphs 1 through 59 above, and the allegations set forth in paragraphs 153-157 of the United States' Complaint in Intervention, as if fully set forth herein. This Count is a civil action against Defendant for violating 31 U.S.C. § 3729(a)(1) (2008) or, alternatively, 31 U.S.C. § 3729(a)(1)(A) (2009), to the extent that this provision may apply to conduct that preceded its enactment on May 20, 2009.

61. In connection with its contracts and subcontracts with the U.S. Mint, the State Department, FEMA, and OPM, Defendant has knowingly presented, or caused to be presented, false claims for payment to officials or employees of the United States Government.

COUNT II: False Statements or Records
(31 U.S.C. § 3729(a)(2) (2008), § 3729(a)(1)(B) (2009)

62. Relator re-alleges and incorporates the allegations contained in paragraphs 1 through 61 above, and the allegations set forth in paragraphs 158-162 of the United States' Complaint in Intervention, as if fully set forth herein. This Count is a civil action against Defendant for violating 31 U.S.C. § 3729(a)(2)(2008) or, alternatively, 31 U.S.C. § 3729(a)(1)(B)(2009), to the extent that this provision may apply to conduct that preceded its enactment on May 20, 2009.

63. In connection with its contracts and subcontracts with the U.S. Mint, the State Department, FEMA, and OPM, Defendant has knowingly made or used, or caused to be made or used, false statements for the purpose of getting false or fraudulent claims paid or approved by the Government. Defendant has made or used these false statements, or caused them to be made or used, with the specific intent to get paid by the United States Government.

COUNT III: Violation of False Claims Act Anti-Retaliation Provision
(31 U.S.C. § 3730(h) (2009)

64. Relator re-alleges and incorporates the allegations contained in paragraphs 1 through 63 above, as if fully set forth herein.

65. During the course of his employment, Relator investigated numerous instances where he reasonably believed that Defendant was violating the False Claims Act. Relator made numerous reports to his supervisors and other Gallup officials regarding Defendant's fraudulent conduct and violations of the False Claims Act, and he repeatedly attempted to stop Defendants' violations of the False Claims Act. Finally, Relator told his direct supervisor, Julie Curd, that he

intended to report Defendant's violations to the Department of Justice. Curd relayed this information to Gallup's Chief Counsel, Steve O'Brien.

66. Defendant was aware that Relator had engaged in activities in furtherance of a potential action under the *qui tam* provisions of the False Claims Act. Defendant was also aware of Relator's efforts to stop violations of the False Claims Act.

67. Because Relator was engaging in activities that are protected under the False Claims Act's anti-retaliation provision, 31 U.S.C. § 3730(h), Defendant terminated Relator's employment. Immediately after firing Relator, O'Brien explained the reason for Relator's termination: "When you start talking about going to the Department of Justice, we don't trust you anymore."

68. As a direct and proximate result of the foregoing, Relator has lost the benefits and privileges of employment and has suffered additional economic and non-economic damages, including severe emotional anguish and irreparable, continuing harm to his career. Relator is entitled to all relief necessary to make him whole.

COUNT IV: Wrongful Termination in Violation of Public Policy

69. Relator re-alleges and incorporates the allegations contained in paragraphs 1 through 68 above, as if fully set forth herein.

70. Relator reported to his supervisors and other Gallup officials that Gallup was engaging in fraudulent billing and other corrupt practices. These practices, in which Gallup was in fact engaging, were in violation of the District of Columbia's criminal anti-fraud statute, D.C. Code §§ 22-3221-3224. The District of Columbia's anti-fraud statute demonstrates a clear policy against companies and individuals who defraud their customers through a "scheme or

systematic course of conduct” and who seek to “obtain property of another by means of a false or fraudulent pretense, representation or promise.” D.C. Code §22-3221.

71. Beginning in or about the Spring of 2009, Relator raised with Gallup management the fact that Gallup was failing to fulfill its obligations under the December 2008 amendments to the Federal Acquisition Regulations. Specifically, Relator challenged Gallup’s failure to make any disclosure to the Government, despite the fact that Gallup management had credible evidence that the company had violated federal criminal fraud and conflict-of-interest laws in connection with contracts with U.S. Government agencies, including the U.S. Mint, the State Department, FEMA, and OPM.

72. Ultimately, faced with Gallup’s refusal either to cease engaging in fraudulent conduct or to self-report that misconduct to the Government, Relator told Gallup management that he personally was going to report that misconduct to the Department of Justice.

73. The FAR mandatory disclosure rule, which was enacted in December 2008 and codified at 48 C.F.R. § 3.1003(a)(2), evinces a clear policy in favor of prompt self-disclosure by Government contractors who learn of “credible evidence” that, in connection with Government contracts, they may have violating criminal fraud statutes, the civil False Claims Act, or criminal conflict of interest rules proscribed in Title 18 of the United States code.

74. The District of Columbia recognizes an exception to the at-will employment doctrine whereby an employer may not terminate an employee in retaliation for reporting misconduct that violates federal or state law, or in retaliation for engaging in conduct that is protected by a clear public policy as set forth in a statute or regulation.

75. By terminating Relator because he told Gallup’s senior executives of his intention to report Gallup’s misconduct which included violations of the District of Columbia’s criminal

fraud laws, Gallup acted contrary to the public policy that the District of Columbia seeks to vindicate through those laws.

76. Moreover, by terminating Relator because he said he personally intended to report credible evidence of Gallup's misconduct, including its violation of federal fraud and conflict of interest laws, Gallup acted contrary to the public policy that the federal Government seeks to vindicate through the mandatory disclosure requirement of the FARs, which is codified, *inter alia*, at 48 C.F.R. § 3.1003(a)(2).

77. As a direct and proximate result of the foregoing, Relator has lost the benefits and privileges of employment and has suffered additional economic and non-economic damages, including severe emotional anguish, and irreparable, continuing harm to his career.

78. In terminating Relator's employment, Defendant acted willfully and outrageously, with evil motive and with actual malice, and with reckless indifference to Relator's legal rights.

PRAAYER FOR RELIEF

Relator demands judgment against the Defendant as follows:

a. That by reason of the violations of the False Claims Act, this Court enter judgment in favor of the United States and against the Defendant in an amount equal to three times the amount of damages the United States Government has sustained because of Defendant's actions, plus a civil penalty of not less than Five Thousand Five Hundred Dollars (\$5,500.00) and not more than Eleven Thousand Dollars (\$11,000.00) for each violation of 31 U.S.C. § 3729;

b. That the Relator, as a *qui tam* Plaintiff, be awarded the maximum amount allowed pursuant to Section 3730(d) of the False Claims Act or any other applicable provision of law;

c. That, by reason of Defendant's violation of the Employee Protection Provision of the False Claims Act, 31 U.S.C. § 3730(h), judgment be entered in favor of Relator Lindley and against Defendant;

d. That, by reason of Defendant's wrongful discharge of Relator in violation of public policy, judgment be entered in favor of Relator Lindley and against Defendant;

e. That Relator Lindley be awarded double his back-pay losses under the Employee Protection Provision of the False Claims Act, 31 U.S.C. § 3730(h), plus front pay, interest, costs, attorneys' fees, special damages for emotional distress and harm to his reputation, and any other relief to which he is entitled under that provision;

f. That Relator Lindley be re-instated to his former position at Gallup, with all applicable raises;

g. That Relator Lindley be awarded compensatory damages, in an amount to be proven at trial, based on Defendant's wrongful discharge of Relator in violation of public policy;

h. That Defendant Gallup be ordered to pay punitive damages to Relator Lindley, based on Defendant's wrongful discharge of Relator in violation of public policy;

i. That Relator Lindley be awarded all costs of this action, including reasonable attorney's fees and court costs; and

j. That Relator Lindley have such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Relator demands that this matter be tried before a jury.

_____/S/_____
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Attorneys for Relator Michael Lindley

Dated: November 27, 2012

EXHIBIT 1

TM-HQ-07-C-0036

Presidential \$1 Coin Market Research Services

TASK ORDER No. ~~24~~ 22

The Gallup Organization

August 6, 2008

8/22/08
Bx

SCOPE: 26 In-Person Focus Groups for Brand Identity
 Target 2 Focus Groups Per Site; Recruit 12 Per Session
 Sites = San Francisco, Denver, Philadelphia, Chicago,
 Cleveland, Atlanta, Boston, Los Angeles, Houston
 Special: CAC Research; FG Videotapes; Highlights Video
 CONTRACT TERMS: FIRM FIXED PRICE

Personnel	2008 Hourly Rate	Task 1		Task 2		Task 3		TOTAL
		Hours	Total	Hours	Total	Hours	Total	
Dr. Sameer Abraham, IDIQ Project Manager	\$226.62	14	\$3,173	16	\$3,626	16	\$3,626	\$10,425
Dr. Alison Simon, Task Order Project Manager	\$226.62	48	\$10,878	128	\$29,007	98	\$22,208	\$62,094
Denise Deleharthy, Associate Project Director/ SC	\$226.62	4	\$906	168	\$38,072	16	\$3,626	\$42,605
Focus Group Coordinator	\$226.62	38	\$8,612	90	\$20,396	12	\$2,719	\$31,727
Andy Zuberberg, Assoc. Project Director	\$226.62	44	\$9,971	188	\$42,605	170	\$38,525	\$91,101
Dr. Manas Chattopadhyay, Senior Statistician	\$178.48							
Dr. Checheon Lee, Statistical Analyst	\$152.02	8	\$1,208			190	\$28,700	\$29,908
Analysis & Reports	\$152.02	145	\$22,043					\$22,043
Database Administrator	\$152.56	22	\$3,356	68	\$10,374	8	\$1,220	\$14,951
Project Administrator	\$91.19			48	\$4,377	245	\$22,342	\$26,719
Programmers/Systems Analyst	\$70.41							\$160
Research Assistant								
Interviewers	\$45.44							
Transcription	\$95.98							
Administrative Assistant	\$70.41	28	\$1,971	92	\$6,478	118	\$10,146	\$10,146
SUBTOTAL		351	\$82,149	803	\$155,523	971	\$140,264	\$357,906

Other Direct Costs (ODCs)	Amount
Subcontractor: CAC Group	\$168,980
Focus Group Videotaping: Video Compilation & Editing	\$17,550
List Purchases & Usage Fees	\$14,887
Focus Group Recruitment	\$54,800
Focus Group Facilities, Refreshments, Misc.	\$40,300
Focus Group Incentives	\$34,860
Per Diem, Lodging, Misc.	\$3,864
Travel (Air & Ground)	\$11,940
SUBTOTAL	\$174,941

General & Administrative on ODCs	18.80%	\$31,770	\$29,918	\$5,599	\$67,287
Note: No G&A applied to travel & per diem.					
TOTAL		\$262,879	\$360,381	\$175,643	\$798,903

Handwritten notes and corrections in blue ink:
 - A large circle around the \$168,980 subtotal with "49,000" written next to it.
 - A circle around the \$17,550 amount with "3,000" written next to it.
 - Various other numbers and corrections: 10,000, 2,000, 29,780, 46,000, 35,000, 25,000, 3,864, 11,940, 18,80%, 274, 75, 3630, 98, 40, 98, 20, 160, 40, 24.

2008

TM-HQ-07-C-0036
 Presidential \$1 Coin Market
 National Brand Tracking
TASK ORDER No. 25
 The Gallup Organization
 July 29, 2008

20
 8/22/08
 BT

SCOPE: 1 National Brand Survey (2008)
 Followup Survey/CATI 12-Min. Avg 5x5 Design
 Metro Oversamples 6 x 400 = 2,400; Control Groups 2 x 400 = 800
 Total Sample = 1,000 + 3,200 = 4,200 Completed Interviews
CONTRACT TERMS: FIRM FIXED PRICE

Personnel	Hourly Rate	Task 1		Task 2		Task 3		Task 4		Task 5		TOTAL	
		Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total		
Dr. Sameer Abraham, IDIQ Project Director	\$228.62	4	\$906	2	\$453	2	\$453	2	\$453	2	\$453	12	\$2,719
Dr. Allison Simon, TO Project Director	\$228.62	22	\$4,986	18	\$4,079	28	\$6,345	20	\$4,532	48	\$10,876	136	\$30,820
Assoc. Project Director/Strategic Consultants	\$228.62	10	\$2,286							8	\$1,813	18	\$4,079
Darby Miller-Stelger, Focus Group Coordinator/Quex Mgr.	\$178.48	4	\$906	12	\$2,179	18	\$3,213	6	\$1,360	16	\$2,856	22	\$4,986
Dr. Manas Chattopadhyay, Senior Statistician	\$152.02	2	\$357	18	\$3,213	18	\$3,213	24	\$4,284	12	\$1,824	28	\$4,257
Statistical Analyst	\$151.05							16	\$2,432	102	\$15,407	102	\$15,407
Analysis & Reports	\$152.02							16	\$2,432	16	\$2,432	32	\$4,865
Database Administrator	\$152.02	20	\$3,051	28	\$4,272	46	\$7,018	8	\$1,220	16	\$2,432	102	\$15,561
Project Administrator	\$91.19	28	\$2,553	24	\$2,189	42	\$3,830	24	\$2,189	16	\$2,189	118	\$10,760
Programmers/Systems Analyst	\$70.41												
Research Assistant	\$45.44			48	\$2,181	5507	\$250,238					5555	\$252,419
Consumer Interviewers	\$85.98			8	\$563	84	\$5,914	8	\$563	16	\$1,127	124	\$10,662
Coders/Transcription	\$70.41	4	\$282	8	\$563	84	\$5,914	8	\$563	16	\$1,127	120	\$8,449
Administrative Assistant/Clerical/Proofing		94	\$15,308	158	\$19,669	5,851	\$287,673	124	\$19,466	220	\$36,790	6,447	\$378,906
SUBTOTAL													

Other Direct Costs (ODCs)	
Interviewing Telephone	\$27,220
Interviewing Computer	\$3,889
Sample Purchase & Usage Fees	\$13,465
Travel	
SUBTOTAL	\$44,573

General & Administrative on ODCs	18.80%	\$8,329
TOTAL		\$431,958

2008

U.S. Department of Treasury
 U.S. Mint
 TM-HQ-07-C-0036
 Presidential \$1 Coin Market Research Services
TASK ORDER No. 21
 The Gallup Organization
 July 14, 2008

SCOPE: UHR Pre-Launch Survey-Gallup Panel
 Total = 2,500 Interviews: Gallup Panel
 Screening + Interview: Up to 7x7 Call Design
 CATI: 12-Minute/Average
 Special Considerations: Target Respondent High Income \$100,000+
CONTRACT TERMS: FIRM FIXED PRICE

Personnel	2008 Hourly Rate	UHR Pre-Launch Survey: Gallup Panel										TOTAL	
		Task 1		Task 2		Task 3		Task 4		Task 5			
		Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total
Dr. Simeer Abraham, IDIQ Project Director	\$226.82	4	\$908	4	\$908	8	\$1,813	4	\$908	4	\$908	4	\$908
Dr. Allison Simon, TO Project Director	\$226.82	38	\$8,612	28	\$6,572	88	\$19,843	55	\$12,484	63	\$12,011	53	\$12,011
Assoc. Project Director/Strategic Consultants	\$226.82	14	\$3,173							10	\$2,286	10	\$2,286
Associate Project Director/Quers Mgr.	\$178.48	16	\$3,828	12	\$2,719	19	\$3,391	34	\$6,088	14	\$2,489	14	\$2,489
Dr. Manas Chattopadhyay, Senior Statistician	\$152.02	10	\$1,785	29	\$5,176	23	\$3,498	41	\$6,233	10	\$1,520	149	\$22,508
Statistical Analyst	\$151.05									22	\$3,344	24	\$3,648
Analysts & Reports	\$152.56	41	\$6,255	17	\$2,594	8	\$1,220	19	\$2,869	10	\$1,528	10	\$1,528
Database Administrator	\$91.19	67	\$6,110	38	\$3,485	29	\$2,645	38	\$3,465				
Project Administrator	\$70.41												
Programmer/Systems Analyst	\$45.44												
Research Assistant	\$85.98												
Consumer Interviewers	\$70.41	24	\$1,690	22	\$1,549	88	\$6,196	20	\$1,408	22	\$1,549	22	\$1,549
Coders/Transcription		214	\$32,158	237	\$28,889	3,827	\$197,807	239	\$36,788	298	\$48,432	298	\$48,432
Administrative Assistant/Clerical/Proofing													
SUBTOTAL													

Other Direct Costs (ODCs)													
Interviewing Telephone			\$421		\$15,729								\$16,150
Interviewing Computer			\$60		\$2,247								\$2,307
Sample Purchase & Usage Fees					\$28,800								\$28,800
Per Diem & Lodging					\$2,880								\$2,880
Travel													
SUBTOTAL			\$482		\$47,856								\$48,338
General & Administrative on ODCs	18.80%		\$91		\$8,418								\$8,509
TOTAL			\$32,158		\$27,482		\$253,881		\$36,788		\$48,432		\$398,719

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U.S. Mint
TM-HQ-07-C-0086
2 National Surveys and Analysis of Transaction Database
TASK ORDER No. 17
The Gallup Organization
June 2, 2008

SCOPE: 2 National Surveys & Analysis of Transaction Data
(n = 2,000 completed interviews)

CONTRACT TERMS: FIRM FIXED PRICE

Personnel	2008 Option 1 Hourly Rate	Task 1		Task 2		Task 3		Task 4		Task 5		TOTAL
		Study Design Hours	Total Hours	Quex Pretestings Hours	Total Hours	Data Collections Hours	Total Hours	Data Files Hours	Total Hours	Draft Reports Hours	Total Hours	
Dr. Sameer Abraham, IDIQ Project Director	\$226.62	8	\$1,813	6	\$1,360	6	\$1,360	6	\$1,360	6	\$1,360	\$7,252
Dr. Allison Simon, TO Project Director	\$226.62	59	\$13,371	24	\$5,439	55	\$12,464	36	\$8,158	78	\$17,676	\$57,108
Assoc. Project Director/Strategic Consultants	\$226.62	58	\$13,144	14	\$3,173					40	\$9,065	\$25,381
Focus Group Coordinator/Quex Mgr.	\$178.48	16	\$2,856	12	\$2,142	10	\$1,785	14	\$2,499	18	\$3,213	\$12,494
Dr. Manas Chattopadhyay, Senior Statistician	\$152.02	48	\$7,297	24	\$3,625			20	\$3,040	40	\$6,081	\$16,418
Statistical Analyst	\$151.96							80	\$12,084	102	\$15,407	\$31,116
Analysis & Reports		48	\$7,297							15	\$2,280	\$9,577
Database Administrator	\$152.56	42	\$6,408	12	\$1,831	24	\$3,661			24	\$3,661	\$11,900
Project Administrator	\$91.19			30	\$2,736	36	\$3,283	24	\$2,189	24	\$2,189	\$10,396
Programmers/Systems Analyst	\$70.41											
Research Assistant	\$45.44			48	\$2,181	1640	\$74,522					\$76,703
Consumer Interviewers	\$85.98			24	\$1,690	82	\$7,050	24	\$1,690	32	\$2,253	\$7,050
Coders/Transcription	\$70.41	28	\$1,971	194	\$13,676	1,961	\$111,729	204	\$14,424	355	\$25,123	\$15,209
Administrative Assistant/Clerical/Proofing		307	\$54,156									\$280,604
SUBTOTAL												

Other Direct Costs (ODCs)

Interviewing Telephone	\$235	\$8,036	\$8,271
Interviewing Computer	\$34	\$1,148	\$1,182
Address & Phone Lookups & Updates of Sample		\$6,455	\$6,455
Subcontractor: CAC		\$34,900 9,500	\$34,900
Printing & 1st Class Postage; Express Priority Mail		\$5,680	\$5,680
Travel			
SUBTOTAL	\$269	\$56,229	\$56,498

General & Administrative on ODCs

	18.80%	\$51	\$10,571
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TOTAL	\$54,156	\$24,495	\$178,529	\$31,020	\$59,523	\$347,723
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2008

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U.S. Mint
 TM-HQ-07-C-0036
 Presidential \$1 Coin Market Research Services
TASK ORDER No. 16
 The Gallup Organization
 May 5, 2008

SCOPE: [4] Pre-test Site Evaluations
 Total = 4,000 Pilot @ 1,000 per site
 Sites = Austin, TX; Portland OR; Grand Rapids, MI; Charlotte, NC
 Total sample = 4,000 completed interviews @ 12-Min. Avg. CAI

CONTRACT TERMS: FIRM FIXED PRICE

Personnel	Hourly Rate	Task 1		Task 2		Task 3		Task 4		Task 5		TOTAL	
		Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total		
Dr. Sameer Abraham, IDIQ Project Director	\$226.62	8	\$1,813	8	\$1,813	8	\$1,813	8	\$1,813	8	\$1,813	40	\$9,065
Dr. Alison Simon, TO Project Director	\$226.62	68	\$15,410	48	\$10,878	48	\$10,878	92	\$20,849	88	\$19,943	344	\$77,957
Assoc. Project Director/Strategic Consultants	\$226.62	24	\$5,439	16	\$3,626			56	\$9,995	16	\$2,432	40	\$9,065
Dr. Darby Miller-Siegener, Associate Project Director/Quex Mgr.	\$178.48	24	\$5,439	48	\$8,567	32	\$5,711	68	\$10,337	24	\$4,284	40	\$9,065
Dr. Manas Chattopadhyay, Senior Statistician	\$152.02	16	\$2,432			38	\$5,777			16	\$2,432	122	\$31,412
Statistical Analyst	\$151.05									248	\$37,460	248	\$37,460
Analysis & Reports <i>Tom Gonnelle</i>	\$152.02	68	\$10,374	28	\$4,272	68	\$10,374	32	\$4,882	40	\$6,081	76	\$11,554
Database Administrator <i>Jeff Bedel</i>	\$91.19	112	\$10,213	64	\$5,836	48	\$4,377	64	\$5,836	16	\$2,441	248	\$22,343
Project Administrator	\$70.41												
Programmers/Systems Analyst	\$45.44			144	\$6,543	6278	\$285,272						
Research Assistant	\$85.98			36	\$2,535	144	\$10,139	24	\$1,680	36	\$2,535	278	\$19,574
Consumer Interviewers	\$70.41	38	\$2,676	392	\$44,070	6,928	\$357,040	380	\$80,875	492	\$80,614	8,550	\$596,818
Coders/Transcription													
Administrative Assistant/Clerical/Proofing													
SUBTOTAL													

Other Direct Costs (ODCs)	Amount
Interviewing Telephone	\$706
Interviewing Computer	\$101
Sample Purchase & Usage Fees	\$8,275
Travel	
SUBTOTAL	\$1,084
General & Administrative on ODCs	\$204
	18.80%
TOTAL	\$649,704

2008

TM-HQ-07-C-0036
 Presidential \$1 Coin Market Research Services
TASK ORDER No. 19
 The Gallup Organization
 July 8, 2008

SCOPE: 8 In-person Focus Groups for UHR
 2 Focus Groups per Site; Recruit 12 per Session
 Sites = Chicago, IL; DC/Bethesda, MD; New York, NY;
 Los Angeles, CA

Target High Income Participants: \$100K - \$150K; \$150K
 CONTRACT TERMS: FIRM FIXED PRICE

Personnel	2008 Hourly Rate	Task 1		Task 2		Task 3		TOTAL	
		Hours	Total	Hours	Total	Hours	Total		
Dr. Sameer Abraham, IDIQ Project Manager	\$228.62	6	\$1,360	12	\$2,719	8	\$1,813	26	\$5,892
Dr. Alison Simon, TO Project Manager	\$228.62	52	\$11,784	104	\$23,568	70	\$15,863	226	\$51,216
Dawn Royal, Associate Project Director/ SC	\$228.62	4	\$906	4	\$906	4	\$906	12	\$2,719
Focus Group Coordinator	\$228.62	28	\$6,345	88	\$19,943	52	\$11,784	168	\$38,072
Assoc. Project Director	\$228.62	4	\$906					4	\$906
Dr. Manas Chattopadhyay, Senior Statistician	\$178.48								
Dr. Cheoleon Lee, Statistical Analyst	\$152.02								
Analysis & Reports	\$151.05								
Database Administrator	\$152.02								
Project Administrator	\$152.56	10	\$1,526	26	\$3,967			36	\$5,492
Programmers/Systems Analyst	\$91.19			16	\$1,459			16	\$1,459
Research Assistant	\$70.41								
Interviewers	\$45.44								
Transcription	\$85.98								
Administrative Assistant	\$70.41	16	\$1,127	20	\$1,408	30	\$2,157	66	\$4,692
SUBTOTAL		120	\$23,954	275	\$54,559	196	\$35,451	591	\$113,964

Facilities Fee
 7,200 + 1,000 = 8,200

Other Direct Costs (ODCs)	Amount
Interviewing Telephone	\$4,387
Sample/List Purchase & Usage Fees	\$16,889
Focus Group Recruitment	\$16,889
Focus Group Facilities & Refreshments	\$24,000
Focus Group Incentives @ \$250/participant	\$3,364
Per Diem & Lodging #150-200	\$4,832
Travel	\$69,413
SUBTOTAL	\$69,413

General & Administrative on ODCs	\$11,509
TOTAL	\$135,481

Note: No G&A applied to travel & per diem.

BALANCE
 8,196
 186,640

As incurred

EXHIBIT 2

2008

Bureau of Consular Affairs
 Passport Office
 2008-09 CMFS
 The Gallup Organization
 September 8, 2008

Bag 891
mgtrc
"Passport Research"
LBC
OK

Personnel	2008 GSA Hourly Rate	Task 1 Management and Consulting (12-Months)		Task 2 Gallup Panel Waves 1-3		Task 3 Land Border Crossers Survey #1		Task 4 For LBC: 7x7 Call Design 8 Non-Response Survey & Reports (n=200)		Task 5 Focus Groups 8-per-Quarter		TOTAL
		Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total	
Corporate Officer	\$369.94	0	\$166,473	0	\$44,393	0	\$29,595	0	\$27,746	0	\$0	\$268,207
Project Directors	\$328.20	140	\$65,640	40	\$15,600	15	\$4,920	40	\$13,125	50	\$16,410	\$221,535
Research Director	\$328.20	28	\$9,189.60	68	\$22,317.60	15	\$4,920	40	\$13,125	216	\$70,891.20	\$70,891.20
Senior Statisticians	\$212.97	110	\$23,426.70	40	\$8,518.80	40	\$8,518.80	120	\$25,556.40	664	\$141,412.08	\$141,412.08
Statistical Analysts	\$212.97	700	\$149,279.40	200	\$42,594.00	200	\$42,594.00	100	\$21,297.00	2132	\$454,052.00	\$454,052.00
Consulting Specialists	\$180.22											
Database Administrators	\$212.97	10	\$2,129.70	20	\$4,259.40	40	\$8,518.80	30	\$6,389.10	888	\$189,117.36	\$189,117.36
Project Administrators	\$182.03	10	\$1,820.30	20	\$3,640.60	20	\$3,640.60	20	\$3,640.60	48	\$8,737.44	\$50,604.00
Programmers/Systems Analysts	\$108.82											
Consumer Interviewers	\$71.39											
Coders/Transcription	\$102.58	50	\$5,129.00	500	\$51,290.00	400	\$40,792.00	1500	\$153,870.00	8	\$821.12	\$805,279.00
Administrative Assistants/Clerical	\$84.01	50	\$4,200.50	200	\$16,802.00	200	\$16,802.00	200	\$16,802.00	8	\$672.08	\$55,951.00
SUBTOTAL		2,433	\$570,377.00	7,146	\$824,021.00	5,653	\$552,641.00	2,486	\$314,963.00	114	\$26,640.00	\$2,288,643.00

Other Direct Costs (ODCs)	Amount
Interviewing Telephone	\$7,742
Interviewing Computer	\$1,106
Sample Purchase & Usage Fees	\$6,000
Focus Groups (Recruitment, Facilities, Meals, etc.)	\$2,880
Focus Groups (Honoraria: \$60 x 10 persons x 32 groups)	\$696
Consultants	\$11,126
Travel & Misc.	\$3,938
SUBTOTAL	\$39,858

Note: No G&A on travel.
 General & Administrative on ODCs: 18.80%

Category	Amount
TOTAL	\$2,573,181

Bag 891
mgtrc
Passport Research
LBC
OK