

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 25-11147

BILLY JOE HUNT,
for the use and benefit of United States of America,
Plaintiff-Appellant,

versus

COCHISE CONSULTANCY, INC.,
d.b.a. Cochise Security,
Defendant,

THE PARSONS CORPORATION,
d.b.a. Parsons Infrastructure & Technology,
Defendant-Appellee.

Appeal from the United States District Court
for the Northern District of Alabama
D.C. Docket No. 5:13-cv-02168-LCB

Before ROSENBAUM, KIDD, and WILSON, Circuit Judges.

PER CURIAM:

Billy Hunt filed a qui tam action against his former employer, The Parsons Corporation, alleging that Parsons violated the False Claims Act, 31 U.S.C. § 3729(a)(1)(A)–(C), during the Iraq War. At that time, the United States Army Corps of Engineers (“USACE”), Huntsville, Alabama, awarded Parsons a prime contract to assist USACE with cleaning up excess munitions left behind by retreating or defeated enemy forces. All prime contracts are governed by the Federal Acquisition Regulations (“FAR”). As relevant, FAR 52.244-5 requires prime contractors to select subcontractors on a competitive basis to the maximum practical extent possible.

In 2006, USACE directed Parsons to hire a subcontractor to provide logistical convoys to transport recovered munitions and to furnish security for USACE and Parsons in Iraq. Hunt maintains that Parsons awarded the subcontract without competition on a sole-source basis, in violation of FAR 52.244-5, based on two purportedly falsified records. Hunt further maintains that Parsons and the subcontract recipient, Cochise Consultancy, Inc., conspired to submit false payment forms to obtain payment from USACE for work performed under the subcontract.

Hunt appeals the district court’s grant of summary judgment to Parsons on his FCA claims alleging that Parsons (1) knowingly presented, or caused to be presented, false or fraudulent claims for approval or payment to the United States, in violation of 31 U.S.C. § 3729(a)(1)(A); (2) knowingly made or used or caused to be made or used a false record or statement material to a false or

25-11147

Opinion of the Court

3

fraudulent claim, in violation of 31 U.S.C. § 3729(a)(1)(B); and (3) knowingly conspired with Cochise to get false or fraudulent claims approved or paid by the United States, in violation of 31 U.S.C. § 3729(a)(1)(C).

We have considered all arguments raised on appeal by Hunt, including that:

- I. The district court erred in determining that the scienter element required for the § 3729(a)(1)(A) and (B) claims was not satisfied because USACE knew of the flaws surrounding Parsons's decision not to competitively bid the contract and to award it on a sole-source basis.
- II. The district court erred in determining that the falsity element required for the § 3729(a)(1)(A) claim was not satisfied because the payment form on which Hunt relies contains neither express nor implied language indicating that, by submitting the form, Parsons certified its compliance with FAR 52.244-5.
- III. The district court erred in determining that the materiality element of the § 3729(a)(1)(B) claim was not satisfied, assuming without deciding that Parsons made or used false records, because the record contains no evidence that USACE would have withheld payment on the invoices submitted under the subcontract had it known of Parsons's noncompliance with FAR 52.244-5.

IV. The district court erred in determining that the § 3729(a)(1)(C) conspiracy claim based on the alleged § 3729(a)(1)(A) violation fails as a matter of law because the underlying § 3729(a)(1)(A) claim fails.

After careful consideration of the record and the parties' briefs, and with the benefit of oral argument, we find no reversible error in the district court's judgment. We do not reach Hunt's first argument because the district court's rulings on his remaining arguments provide sufficient grounds for affirmance.

AFFIRMED.