

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA

a municipal corporation
441 4th Street, N.W.
Washington, D.C. 20001,

Plaintiff,

v.

LYNNETTE C. BROADUS

1509 19th Street, S.E.
Apartment # 102
Washington, DC 20020

KEVIN J. TOLSON

843 52nd Street, N.E.
Washington, DC 20019

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 Lynnette C. Broadus (Broadus) and Kevin J. Tolson (Tolson) (collectively 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.

2. 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

1. 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 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).

2. Defendant Lynnette C. Broadus, also known as Lynnette Tolson, is an individual currently residing at 1509 19th Street, S.E., Apartment # 102, Washington, DC 20020.

3. Defendant Kevin J. Tolson is an individual currently residing at 843 52nd Street, S.E., Washington, DC 20019.

Defendants' Children

4. Defendants are married and have one child, K.T., together. Defendant Broadus also has two other children, K.B. and R.B.

5. Defendants' son, K.T., attended Perry Street Prep Public Charter School, a District of Columbia public charter school, in the 2013-2014 and 2014-2015 school years.

6. Broadus' daughter, K.B., attended Kramer Middle School, a District of Columbia Public School (DCPS) school; Perry Street Prep Public Charter School, a District of Columbia public charter school; and Theodore Roosevelt High School, a DCPS school, for the 2011-2012 school year, and from 2013 through 2016.

7. Broadus' son, R.B., attended Ketcham Elementary School, a DCPS school, and Perry Street Prep Public Charter School From 2011 through 2015.

8. K.T., K.B., and RB attended these schools during these time periods tuition-free, as if they were District residents.

9. At all times relevant to the acts described in this Complaint, Defendants resided in the State of Maryland or in the Commonwealth of Virginia.

District of Columbia False Claims Act

10. The District's False Claims Act provides that:

(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(a) (2013).

11. The District’s False Claims Act 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).

12. 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).

13. 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

14. D.C. Code § 38-302(a)(2) requires that nonresident tuition be paid for each child 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); 5-A D.C.M.R. §§ 5001.5, 5099.1. Nonresident tuition rates are set by the District’s Office of the State Superintendent of

Education to “cover all expenses” incurred by DCPS in educating the student. D.C. Code § 38-302(b).

15. “Nonresident student” means “[a]n individual under the age of 18 who is enrolled in a District of Columbia public school or public charter school, and does not have a parent, guardian, custodian, or primary care giver . . . residing in the District of Columbia.” D.C. Code § 38-1800.02(25)(A).

16. “Parent” is defined as “a natural parent, stepparent, or parent by adoption who has custody or control of a student, including joint custody.” D.C. Code § 38-301(11). “Primary care giver” is defined as “a person other than a parent or court appointed custodian or guardian who is the primary provider of care and support to a child who resides with him or her, and whose parent, custodian or guardian is unable to supply such care or support” D.C. Code § 38-301(10).

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

**Defendants’ Children’s Attendance at District of Columbia Public Charter Schools
and DCPS Schools**

18. K.T. attended Perry Street Prep Public Charter School tuition-free, as if he were a District resident, for the entirety of the 2014-2015 school years. During this time, K.T. was living with Defendants Broadus and Tolson in Capitol Heights, Maryland and Forestville, Maryland.

19. In 2011, K.B. began attending Kramer Middle School, a DCPS school. K.B. attended Kramer Middle School, tuition-free, as if she were a District resident for the entirety of the 2011-2012 school year. K.B. also attended Perry Street Prep Public Charter School, tuition-free, as if she were a District resident for the entirety of the 2014-2015 school year. During these school years, K.B. was living with Defendant Broadus in Capitol Heights, Maryland.

20. In 2011, R.B. began attending Ketcham Elementary School, a DCPS school. R.B. attended Ketcham Elementary School, tuition-free, as if he were a District resident for the entirety of the 2011-2012 school year. R.B. then attended Perry Street Prep Public Charter School, tuition-free, as if he were a District resident for the entirety of the 2012-2013 school year. During this time, R.B. was living with Defendant Broadus in Forestville, Maryland and Capitol Heights, Maryland. During this time, R.B. was living with Defendant Broadus in Capitol Heights, Maryland.

21. In 2012, R.B. began attending Perry Street Prep Public Charter School, a District of Columbia Public Charter School.

**Defendants' Failure to Pay Nonresident Tuition Owed
to DCPS & District of Columbia Public Charter Schools**

22. Nonresident tuition for K.T. to attend Perry Street Prep Public Charter School for the 2014-2015 school year was \$12,340.00.

23. Nonresident tuition for K.B. to attend Kramer Middle School for the 2011-2012 school year was \$9,213.00. Nonresident tuition for K.B. to attend Perry Street Prep Public Charter School for the 2014-2015 school year was \$11,580.00.

The total amount of nonresident tuition for K.B.'s attendance at DCPS and DC Public Charter Schools for these time periods is \$20,793.00.

24. Nonresident tuition for R.B. to attend Ketcham Middle School for the 2011-2012 school year was \$8,945.00. Nonresident tuition for R.B. to attend Perry Street Prep Public Charter School for the 2012-2013 school year was \$9,124.00. The total amount of nonresident tuition for R.B.'s attendance at DCPS and DC Public Charter Schools for these time periods is \$18,069.00.

25. The total amount of nonresident tuition for these students and school years was \$51,202.00.

26. To date, Defendants have not paid any of the nonresident tuition for the students' attendance at District schools during the above time periods, nor have any tuition payments been made on their behalf.

**Defendant Broadus's False Statements to a District Public Charter School
(2013-2014 School Year)**

27. On August 21, 2013, Defendant Broadus signed an electronic Enrollment Form to register R.B. as a student at Perry Street Prep Public Charter School for the 2013-2014 school year. On the Enrollment Form, Defendant Broadus stated that she and R.B. lived at 2900 14th Street, N.W., #701, Washington, DC 20009. Under the Parent/Legal Guardian Information, Defendant Broadus identified herself as a Parent or Guardian and as R.B.'s mother. Defendant Broadus also indicated that both she and R.B. were D.C. residents. Under the "Housing Status" section, Defendant Broadus checked the box next to "Permanent." Defendant Broadus 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.”

28. On August 22, 2013, Defendant Broadus signed an electronic Enrollment Form to register K.B. as a student at Perry Street Prep Public Charter School for the 2013-2014 school year. On the Enrollment Form, Defendant Broadus stated that she and K.B. lived at 2900 14th Street, N.W., 701, Washington, DC 20009. Under the Parent/Legal Guardian Information, Defendant Broadus identified herself as a Parent or Guardian and as K.B.’s mother. Defendant Broadus also indicated that both she and K.B. were D.C. residents. Under the “Housing Status” section, Defendant Broadus checked the box next to “Permanent.” Defendant Broadus 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.”

29. On August 22, 2013, Defendant Broadus signed an electronic Enrollment Form to register K.T. as a student at Perry Street Prep Public Charter School for the 2013-2014 school year. On the Enrollment Form, Defendant Broadus stated that she and K.T. lived at 2900 14th Street, N.W., Washington, DC 20009. Under the Parent/Legal Guardian Information, Defendant Broadus identified herself as a Parent or Guardian and as K.T.’s mother. Defendant Broadus also indicated that both she and K.T. were D.C. residents. Under the “Housing Status”

section, Defendant Broadus checked the box next to “Permanent.” Defendant Broadus 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.”

30. Perry Street Prep Charter School relied on the information Defendant Broadus submitted, and enrolled R.B., K.B., and K.T. as students for the 2013-14 school year. R.B., K.B., and K.T. were enrolled as District residents.

31. Defendant Broadus knew the information she provided on the forms was incorrect because, when she signed and submitted the forms, she knew that Defendant Tolson and R.B., K.B., and K.T. were living with her in Maryland, and not at the District address she stated on the enrollment forms.

**Defendant Tolson’s Knowing Avoidance of an Obligation to Pay District
Nonresident Tuition (2013-2014 School Year)**

32. Defendant Tolson knew that he was obligated to pay nonresident tuition for his son K.T. to attend a District school during the 2013-14 school year because he knew that he, Defendant Broadus, and K.T. resided in Maryland, and not in the District in that time period. At all times relevant to the acts alleged in this Complaint, Defendant Tolson and his son K. resided in Maryland.

33. Defendant Tolson also knew that by failing to notify the District, Perry Street Prep Public Charter School, DCPS or OSSE that he, Defendant Broadus, and his son K.T. were Maryland residents, he improperly avoided an obligation to pay tuition to the District.

Defendant Broadus's False Statements to a District Public Charter School
(2014-2015 School Year)

34. On May 2, 2014, Defendant Broadus signed an electronic Enrollment Form to re-enroll R.B. as a student at Perry Street Prep Public Charter School for the 2014-2015 school year. On the Enrollment Form, Defendant Broadus stated that she, Defendant Tolson and R.B. lived at 2900 14th Street, N.W., Washington, DC 20009. Under the Parent/Legal Guardian Information, Defendant Broadus identified herself as a Parent or Guardian and as R.B.'s mother. Defendant Broadus also indicated that both she and R.B. were D.C. residents. Under the "Housing Status" section, Defendant Broadus checked the box next to "Permanent." Defendant Broadus 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."

35. Perry Street Prep Charter School relied on the information Defendant Broadus submitted, and enrolled R.B. as a student for the 2014-15 school year. R.B. was enrolled as a District resident.

36. Defendant Broadus knew the information she provided on the forms was incorrect because, when she signed and submitted the forms, she knew that R.B. was living with her in Maryland, and not at the District address she stated on the enrollment forms.

Defendant Broadus's False Statements to a DCPS School
(2015-2016 School Year)

37. On August 20, 2015, Defendant Broadus signed an Enrollment Form to enroll K.B. as a student at Theodore Roosevelt High School for the 2015-2016 school year. On the Enrollment Form, Defendant Broadus stated that she and K.B. lived at 2900 14th Street, N.W., Washington, DC 20009. Under the Parent/Legal Guardian Information, Defendant Broadus identified herself as a Parent or Guardian and as R.B.'s mother. Defendant Broadus also indicated that both she and K.B. were D.C. residents. Under the "Housing Status" section, Defendant Broadus checked the box next to "Permanent." Defendant Broadus 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."

38. Theodore Roosevelt High School relied on the information Defendant Broadus submitted, and enrolled K.B. as a student for the 2015-16 school year. K.B. was enrolled as a District resident.

39. Defendant Broadus knew the information she provided on the forms was incorrect because, when she signed and submitted the forms, she knew that K.B. was living with her in Maryland or in Virginia, and not at the District address she stated on the enrollment forms.

**Defendants' Failure to Pay Nonresident Tuition Owed to DCPS & D.C. Public
Charter Schools – False Claims Act**

40. Nonresident tuition for K.T., K.B., and R.B. to attend Perry Street Prep Public Charter School for the 2013-2014 school year was \$33,635.00.

41. Nonresident tuition for R.B. to attend Perry Street Prep Public Charter School for the 2014-2015 school year was \$9,306.00.

42. The total amount of nonresident tuition for K.B.'s attendance at Theodore Roosevelt High School for the 2015-2016 school years was \$11,580.00.

43. The total amount of nonresident tuition for these students and school years was \$52,433.00

44. To date, Defendants have not paid any of the nonresident tuition for the students' attendance at District schools during the above time periods, nor have any tuition payments been made on their behalf.

COUNT I

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))

45. Paragraphs 1 through 44 are realleged as if fully set forth herein.

46. Defendant Broadus knowingly made, used, and caused to be made or used, false records or statements to conceal, avoid, or decrease a material obligation to pay the District. Defendant Broadus knowingly signed and submitted false enrollment forms, stating that R.B., K.B., and K.T. resided with her in the District, causing a District school to decline to charge nonresident tuition for R.B.'s attendance for the 2013-2014 and 2014-2015 school years, K.B.'s attendance for the

2013-2014 and 2015-2016 school years, and K.T.'s attendance for the 2013-2014 school year, in violation of D.C. Code § 2-381.02(a)(6).

COUNT II
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) (2013))

47. Paragraphs 1 through 44 are realleged as if fully set forth herein.

Defendant Tolson knowingly concealed and knowingly and improperly avoided or decreased an obligation to pay the District. Defendant Tolson knew that he had an obligation to pay nonresident tuition for his child K.T. to attend District schools, because he, Defendant Broadus, and K.T. did not reside in the District. Defendant Shelton Lee failed to notify the District of his and his children's correct address, causing a District school to decline to charge nonresident tuition for K.T.'s attendance during the 2013-14 school year in violation of D.C. Code § 2-381.02(a)(6).

COUNT III
Unjust Enrichment

48. Paragraphs 1 through 44 are realleged as if fully set forth herein.

49. To date, Defendant Broadus continues to owe the District the entire nonresident tuition for R.B.'s attendance at Ketcham Middle School and Perry Street Prep Public Charter School.

50. By having her son, R.B., attend DCPS and D.C. Public Charter schools for the 2011-2012 and 2012-2013 school years and by avoiding her obligation to pay nonresident tuition to the District despite her and R.B.'s residency in Maryland, Defendant Broadus has been unjustly enriched to the detriment of the District.

51. To date, Defendant Broadus continues to owe the District the entire nonresident tuition for K.B.'s attendance at Kramer Middle School and Perry Street Prep Public Charter School.

52. By having her daughter, K.B., attend DCPS and D.C. Public Charter schools for the 2011-2012 and 2014-2015 school years and by avoiding her obligation to pay nonresident tuition to the District despite her and K.B.'s residency in Maryland, Defendant Broadus has been unjustly enriched to the detriment of the District.

53. To date, Defendants continue to owe the District the entire nonresident tuition for K.T.'s attendance at Perry Street Prep Public Charter School.

54. By having their son, K.T., attend a D.C. Public Charter school for the 2014-2015 school year and by avoiding their obligation to pay nonresident tuition to the District despite their and K.T.'s residency in Maryland, Defendants have been unjustly enriched to the detriment of the District.

Prayer for Relief

WHEREFORE, the District respectfully requests that the Court enter judgment in its favor and against Defendants, and award damages as follows:

- (1) On Count I against Defendant Broadus, award the District treble statutory damages in an amount to be determined at trial, but not less than \$157,299.00 (three times \$52,433.00); 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;

- (2) On Count II against Defendant Tolson, award the District treble statutory damages in an amount to be determined at trial, but not less than \$37,410 (three times \$12,470); 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 Broadus, award the District actual damages in an amount to be determined at trial, but not less than \$103,635.00;
- (4) On Count II against Defendant Tolson, award the District actual damages in an amount to be determined at trial, but not less than \$24,810.00;
- (5) Award the District interest, costs, and other recoverable expenses permitted by law; and
- (6) 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 21, 2019.

Respectfully submitted,

KARL A. RACINE
Attorney General for the District of Columbia

/s/ Jimmy Rock
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Acting Deputy Attorney General
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/s/ Catherine A. Jackson
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