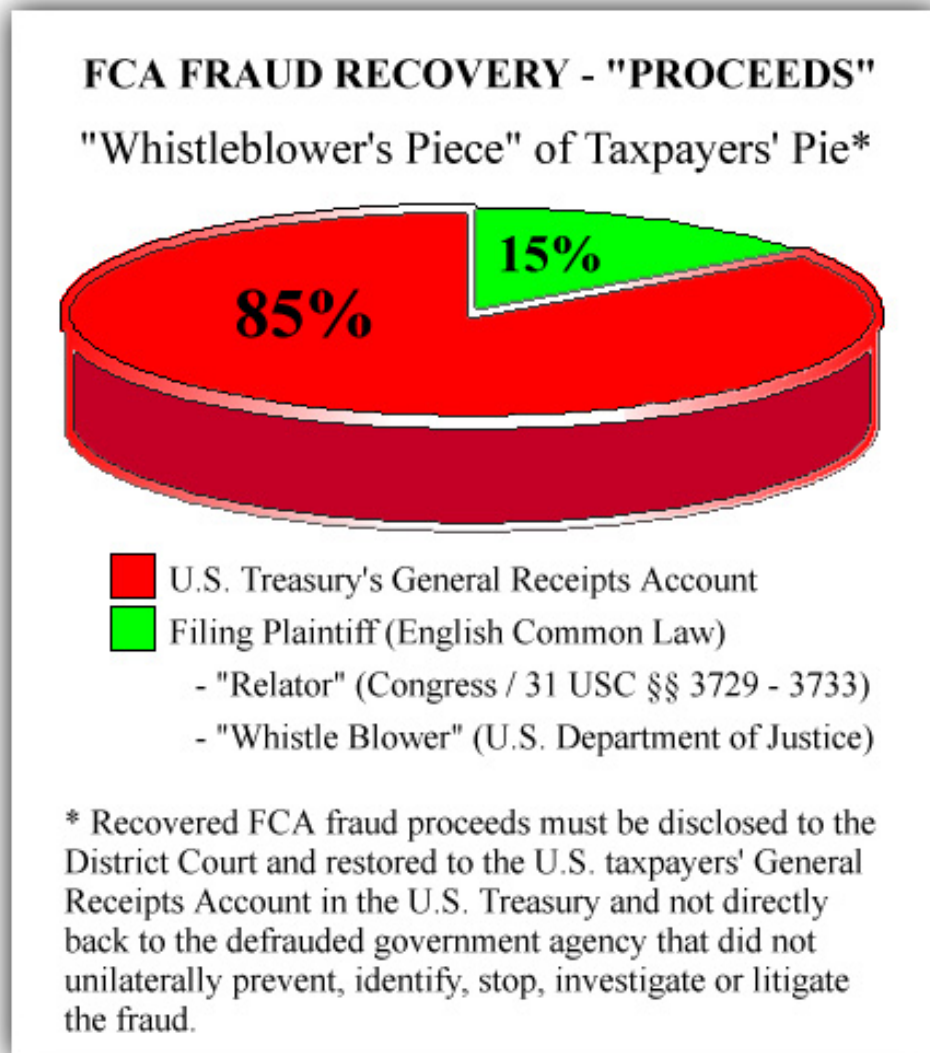


Document 1: Any time the Court or the DOJ, FBI or defrauded agency cheats the filing Plaintiff, it cheats the U.S. Treasury Department's taxpayer by reducing the amount of "after-tax dollars" restored to the General Receipts Account. 31 U.S.C. §§ 3729 - 3733

The Taxpayers Own The FCA Pie



FCA Claims versus Contract Fraud Claims

The FBI, DOJ and defrauded government agency have a conflict of interest with every FCA "Whistle Blower." They want to shift everything to "contract claims" instead of "FCA Claims" so it goes to them.

If the FBI, DOJ and defrauded government agency can reclassify the recovered FCA proceeds as "contract claims": (1) they hide their problems from the public and media, (2) they don't have to loose the recovered cash as it is restored to Treasury by the FCA laws, (3) they do not have to face the Public and Congressional investigations, reviews and sanctions, and (4) the agency receives an unallocated and Congressional invisible windfall budget increase (i.e. - the defective hardware, software and services, any interim forfeitures, discounts, free work, and deficiency cash settlements plus the corrected original hardware, software and services.)

If successful, they deliver less than what is due to Treasury and the Taxpayers lose again. Federal judges, by means of judicial activism, assist this effort by making false statements from the bench. False statements by a Judge, that prevent the restoration of FCA claims to the Treasury, are a reverse False Claims violation.

~~The Honorable~~ Edith Jones Issues Opinion Containing Written Lies
and Supports ~~The Honorable~~ Terry Means Written Lies

Judges Written Lies Jones / 5th Circuit Court of Appeals Appeal # 99-11308 Filed: Dec. 15, 2000 New Orleans, LA	Judges Written Lies Judge Terry R. Means USDC – NDT, FTW Div. Final Judgment CA 4:99-CV-406-Y Filed: Sept. 30, 1999	Court Documents / Proof Robert C. Ballew, Plaintiff – Relator First Amended Complaint – Rules 60(b) Independent Action - Fraud On The Court By Officers of The Court. CA 4:99-CV-406-Y USDC – NDT, FTW Div. Filed: May 26, 1999
Ballew has failed to plead any grave miscarriage of justice.	...an independent action for relief from a prior judgment is available 'only to prevent a grave miscarriage of justice.'	The Defendants' wrongful actions... were egregious. Ballew, therefore, brings this Rule 60(b) independent action in equity to prevent (and correct) a grave miscarriage of justice.
By failing to plead fraud on the court, Ballew has thereby failed to assert that a grave miscarriage of justice exists.	The Court is not persuaded that Plaintiff's alleged "injury" rises to the level of a 'grave miscarriage of justice' as contemplated by the Supreme Court in Beggarly	By deliberately concealing the true nature and extent of the Underlying Qui Tam settlement proceeds (from the Plaintiffs and the Court), the Defendants (some of whom are officers of the Court): (i) defiled the Court in such a way that the judicial machinery could not perform in its usual manner;
Ballew has failed to allege an attack on the integrity of the judicial process itself.	Far more than an injury to an individual litigant, (fraud on the court] embraces that species of fraud which does or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases presented for adjudication'.	6.3 The Defendants' unconscionable conduct resulted in a far greater injury than the injury suffered by Ballew. By deliberately concealing the true nature and extent of the Underlying Qui Tam settlement proceeds, the Defendants (some of whom are officers of the Court): (i) defiled the Court in such a way that the judicial machinery could not perform in its usual manner;
Taking all of these allegations as true, Ballew has only established that the government has committed fraud against him as an individual. SUPREME COURT Based on District Court and Appeals Court statements, the Supreme Court denied our Writ of Certiorari 00-1702 on 06/18/01.	Plaintiff hardly can assert that his recovery of \$2.7 million dollars as a relator in a claim under the False Claims Act constituted a 'grave miscarriage of justice.' No judgment was entered against Plaintiff, nor was he penalized in any way as a result of the court's acceptance of the settlement agreement. Even if he (Page 5) would have recovered a substantially larger sum but for the government's alleged fraud, Rule 60(b) provided him with an opportunity to file a action within one year of the dismissal of the qui tan action. Plaintiff himself admits that he strongly suspected that the government was misrepresenting facts about the settlement during the negotiation process, and that he received a copy of the actual settlement agreement within one year of the final judgment.	6.3 The Defendants' unconscionable conduct resulted in a far greater injury than the injury suffered by Ballew. By deliberately concealing the true nature and extent of the Underlying Qui Tam settlement proceeds, the Defendants (some of whom are officers of the Court): (i) defiled the Court in such a way that the judicial machinery could not perform in its usual manner; (ii) injured the American public by concealing the massive mechanical and structural defects of the SRR (Coast Guard) helicopters (and corresponding private sector helicopters) manufactured and serviced by the Underlying Qui Tam defendants; (iii) injured American taxpayers by concealing that the United States dismissed over \$26 million of administrative claims against the Underlying Qui Tam defendants relating to the above defects; and (iv) injured American taxpayers by propagating the DOJ scheme of not involving qui tam relators in settlement negotiations, not disclosing the true nature and extent of qui tam settlement proceeds and using strong-arm tactics at the conclusion of successful False Claims Act cases in an effort to minimize qui tam relators' statutory share of qui tam recoveries. This scheme acts as a disincentive to potential qui tam relators to come forward and report fraud on the government which, in turn, injures American taxpayers.

U.S. COURT OF APPEALS
FILED

DEC 15 2000

CHARLES R. FULBRUGE III
CLERK

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 99-11308

Ballew asserts that the fraud on the court in the instant case occurred when "the DOJ attorneys conspired with the USCG (and the defendants in the underlying Qui Tam) to mislead the court as to the true nature, extent and value of the underlying Qui Tam settlement proceeds." Taking all of these assertions as true, Ballew has only established that the Government committed fraud against him as an individual. Ballew has shown injury to himself in his capacity as a "single litigant" but this alone is not sufficient to constitute fraud on the court. Ballew has failed to allege an attack on the integrity of the judicial process itself. By failing to plead fraud on the court, Ballew has thereby failed to assert that a grave miscarriage of justice exists.

Ballew has failed to plead any grave miscarriage of justice. In the absence of a grave miscarriage of justice, a Rule 60(b) independent action can not be sustained. The district court's dismissal of Ballew's action for failure to state a claim is therefore **AFFIRMED**.

Before JOLLY, JONES, and SMITH, Circuit Judges.

EDITH H. JONES, Circuit Judge:

Robert C. Ballew ("Ballew") appeals from the district court's grant of a motion to dismiss for failure to state a claim on his Federal Rule of Civil Procedure 60(b) independent equitable

Pursuant to 5th Cir. R. 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5th Cir. R. 47.5.4.

JS-44 (Rev. 3/99)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of the District Court of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of the F.R.A.P. Rule 60(b):

F.R.A.P. Rule 60(b):
There is no statute of limitations on Extrinsic Fraud On The Court.

(a) PLAINTIFFS

ROBERT C. BALLEW

DEFENDANTS

UNITED STATES DEPARTMENT OF JUSTICE,
UNITED STATES COAST GUARD

Plead: Rule 60b - extrinsic fraud on the Court by officers of the Court, which has no statute of limitations. Specifically, "egregious (extraordinary) extrinsic fraud" and "grave miscarriage of justice."

Richard L. Coffman
Richard L. Coffman C.
550 Fannin St. S.W.

SEE ATTACHED

I. PRELIMINARY STATEMENT

...Fed. R. Civ. P. 60(b) independent action in equity and based on the Defendants' fraud on the Court...
...conspired to fraudulently misrepresent and conceal (and, in fact, misrepresented and concealed) to the court... the true nature and extent of the settlement proceeds, among other reasons, to minimize ... statutory share of the settlement proceeds.

V. RULE 60(b) INDEPENDENT ACTION IN EQUITY

5.5 The Defendants' wrongful actions... were egregious. (Note: Synonym for "extraordinary", "outrageous" and "reprehensible".)
...to prevent (and correct) a grave miscarriage of justice.

6.3 The Defendants' unconscionable conduct resulted in a far greater injury than the injury suffered by Ballew. By deliberately concealing the true nature and extent of the Underlying Qui Tam settlement proceeds, the Defendants (some of whom are officers of the Court):

- (i) defiled the Court in such a way that the judicial machinery could not perform in its usual manner;
- (ii) injured the American public by concealing the massive mechanical and structural defects of the SRR helicopters (and corresponding private sector helicopters) manufactured and serviced by the Underlying Qui Tam defendants;
- (iii) injured American taxpayers by concealing that the United States dismissed over \$26 million of administrative claims against the Underlying Qui Tam defendants relating to the above defects; and
- (iv) injured American taxpayers by propagating the DOJ scheme of not involving qui tam relators in settlement negotiations, not disclosing the true nature and extent of qui tam settlement proceeds and using strong-arm tactics at the conclusion of successful False Claims Act cases in an effort to minimize qui tam relators' statutory share of qui tam recoveries. This scheme acts as a disincentive to potential qui tam relators to come forward and report fraud on the government which, in turn, injures American taxpayers.

SEE BELOW: JUDICIAL EFFICIENCY AVOIDED?
Neither Judge McBride nor Mahon were assigned this related case.

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<input type="checkbox"/> 252 Contract	<input type="checkbox"/> 423 Airplane - Other	<input type="checkbox"/> 698 Personal Injury - Negl. Intox.	<input type="checkbox"/> 775 Property Damage - Other
<input type="checkbox"/> 253 Contract	<input type="checkbox"/> 424 Airplane - Other	<input type="checkbox"/> 699 Personal Injury - Negl. Intox.	<input type="checkbox"/> 776 Property Damage - Other
<input type="checkbox"/> 254 Contract	<input type="checkbox"/> 425 Airplane - Other	<input type="checkbox"/> 700 Personal Injury - Negl. Intox.	<input type="checkbox"/> 777 Property Damage - Other
<input type="checkbox"/> 255 Contract	<input type="checkbox"/> 426 Airplane - Other	<input type="checkbox"/> 701 Personal Injury - Negl. Intox.	<input type="checkbox"/> 778 Property Damage - Other
<input type="checkbox"/> 256 Contract	<input type="checkbox"/> 427 Airplane - Other	<input type="checkbox"/> 702 Personal Injury - Negl. Intox.	<input type="checkbox"/> 779 Property Damage - Other
<input type="checkbox"/> 257 Contract	<input type="checkbox"/> 428 Airplane - Other	<input type="checkbox"/> 703 Personal Injury - Negl. Intox.	<input type="checkbox"/> 780 Property Damage - Other
<input type="checkbox"/> 258 Contract	<input type="checkbox"/> 429 Airplane - Other	<input type="checkbox"/> 704 Personal Injury - Negl. Intox.	<input type="checkbox"/> 781 Property Damage - Other
<input type="checkbox"/> 259 Contract	<input type="checkbox"/> 430 Airplane - Other	<input type="checkbox"/> 705 Personal Injury - Negl. Intox.	<input type="checkbox"/> 782 Property Damage - Other
<input type="checkbox"/> 260 Contract	<input type="checkbox"/> 431 Airplane - Other	<input type="checkbox"/> 706 Personal Injury - Negl. Intox.	<input type="checkbox"/> 783 Property Damage - Other
<input type="checkbox"/> 261 Contract	<input type="checkbox"/> 432 Airplane - Other	<input type="checkbox"/> 707 Personal Injury - Negl. Intox.	<input type="checkbox"/> 784 Property Damage - Other
<input type="checkbox"/> 262 Contract	<input type="checkbox"/> 433 Airplane - Other	<input type="checkbox"/> 708 Personal Injury - Negl. Intox.	<input type="checkbox"/> 785 Property Damage - Other
<input type="checkbox"/> 263 Contract	<input type="checkbox"/> 434 Airplane - Other	<input type="checkbox"/> 709 Personal Injury - Negl. Intox.	<input type="checkbox"/> 786 Property Damage - Other
<input type="checkbox"/> 264 Contract	<input type="checkbox"/> 435 Airplane - Other	<input type="checkbox"/> 710 Personal Injury - Negl. Intox.	<input type="checkbox"/> 787 Property Damage - Other
<input type="checkbox"/> 265 Contract	<input type="checkbox"/> 436 Airplane - Other	<input type="checkbox"/> 711 Personal Injury - Negl. Intox.	<input type="checkbox"/> 788 Property Damage - Other
<input type="checkbox"/> 266 Contract	<input type="checkbox"/> 437 Airplane - Other	<input type="checkbox"/> 712 Personal Injury - Negl. Intox.	<input type="checkbox"/> 789 Property Damage - Other
<input type="checkbox"/> 267 Contract	<input type="checkbox"/> 438 Airplane - Other	<input type="checkbox"/> 713 Personal Injury - Negl. Intox.	<input type="checkbox"/> 790 Property Damage - Other
<input type="checkbox"/> 268 Contract	<input type="checkbox"/> 439 Airplane - Other	<input type="checkbox"/> 714 Personal Injury - Negl. Intox.	<input type="checkbox"/> 791 Property Damage - Other
<input type="checkbox"/> 269 Contract	<input type="checkbox"/> 440 Airplane - Other	<input type="checkbox"/> 715 Personal Injury - Negl. Intox.	<input type="checkbox"/> 792 Property Damage - Other
<input type="checkbox"/> 270 Contract	<input type="checkbox"/> 441 Airplane - Other	<input type="checkbox"/> 716 Personal Injury - Negl. Intox.	<input type="checkbox"/> 793 Property Damage - Other
<input type="checkbox"/> 271 Contract	<input type="checkbox"/> 442 Airplane - Other	<input type="checkbox"/> 717 Personal Injury - Negl. Intox.	<input type="checkbox"/> 794 Property Damage - Other
<input type="checkbox"/> 272 Contract	<input type="checkbox"/> 443 Airplane - Other	<input type="checkbox"/> 718 Personal Injury - Negl. Intox.	<input type="checkbox"/> 795 Property Damage - Other
<input type="checkbox"/> 273 Contract	<input type="checkbox"/> 444 Airplane - Other	<input type="checkbox"/> 719 Personal Injury - Negl. Intox.	<input type="checkbox"/> 796 Property Damage - Other
<input type="checkbox"/> 274 Contract	<input type="checkbox"/> 445 Airplane - Other	<input type="checkbox"/> 720 Personal Injury - Negl. Intox.	<input type="checkbox"/> 797 Property Damage - Other
<input type="checkbox"/> 275 Contract	<input type="checkbox"/> 446 Airplane - Other	<input type="checkbox"/> 721 Personal Injury - Negl. Intox.	<input type="checkbox"/> 798 Property Damage - Other
<input type="checkbox"/> 276 Contract			

Document 4: Contradictions To Judge Jones written statements in the Court's issued Opinion:

Direct Quotes From Ballew's Original Complaint:

"6.3 The Defendants' unconscionable conduct resulted in a far greater injury than the injury suffered by Ballew. By deliberately concealing the true nature and extent of the Underlying Qui Tam settlement proceeds, the Defendants (some of whom are officers of the Court):

- (i) **defiled the Court** in such a way that the judicial machinery could not perform in its usual manner;
- (ii) **injured the American public** by concealing the massive mechanical and structural defects of the SRR helicopters (and corresponding private sector helicopters) manufactured and serviced by the Underlying Qui Tam defendants;
- (iii) **injured American taxpayers** by concealing that the United States dismissed over \$26 million of administrative claims against the Underlying Qui Tam defendants relating to the above defects; and
- (iv) **injured American taxpayers** by propagating the DOJ scheme of not involving qui tam relators in settlement negotiations, **not disclosing the true nature and extent of qui tam settlement proceeds** and using strong-arm tactics at the conclusion of successful False Claims Act cases in an effort to minimize qui tam relators' statutory share of qui tam recoveries. This scheme acts as a disincentive to potential qui tam relators to come forward and report fraud on the government which, in turn, injures American taxpayers."

"6.4 The Defendants' egregious conduct, as set forth in Section IV and Sections VI-XIV of this First Amended Complaint, corrupted the judicial process itself. Ballew brings this Rule 60(b) independent action to remedy the Defendants' egregious fraud on the court."

"IN SUPPORT OF HIS RULE 60(b) INDEPENDENT ACTION IN EQUITY AND BASED ON THE DEFENDANTS' FRAUD ON THE COURT, BALLEW FURTHER ASSERTS THAT THE DEFENDANTS COMMITTED THE FOLLOWING WRONGFUL ACTS:

- VII. FRAUD, CONSTRUCTIVE FRAUD, AND FRAUDULENT CONCEALMENT
- VIII. NEGLIGENT MISREPRESENTATION
- IX. VIOLATION OF THE FALSE CLAIMS ACT
- X. BREACH OF FIDUCIARY DUTY
- XI. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING
- XII. VIOLATION OF THE FIFTH AMENDMENT TO THE UNITED STATES CONSTITUTION
- XIII. CONVERSION
- XIV. UNJUST ENRICHMENT "

Document 5: S.C. Nominee - Judge Edith Jones, 5th Circuit Court of Appeals - Opposes Individuals' Legal Rights To Exhaust Their Legal Remedies (i.e. - Legislation From The Bench)

Counsel at 5th Circuit Debate Supreme Court Ruling's Effect on Qui Tam Litigation

By [JOHN COUNCIL](#)
Texas Lawyer
Sept. 21, 2000

The 5th U.S. Circuit Court of Appeals reconsidered one of its hottest opinions of 1999 Thursday when the full court heard arguments in a case that overturned the qui tam provision of the False Claims Act.

That Nov. 15 decision turned more than 100 years of jurisprudence on its head by finding that the provision allowing whistleblowers to pursue civil actions when they expose fraud actions committed against the federal government was unconstitutional.

In that 2-1 decision in *Joyce Riley v. St. Luke's Episcopal Hospital, et al.*, a panel of the court ruled that qui tam actions where the federal government does not intervene unconstitutionally infringe on the executive branch's power to litigate on behalf of the United States.

On Thursday, plaintiffs attorneys and a U.S. Department of Justice lawyer defending the law came armed with a May 2000 U.S. Supreme Court decision that gave an individual plaintiff standing to sue on the government's behalf. That opinion -- *Vermont Agency of Natural Resources v. Stevens* -- went into exhaustive detail into the history behind the 100-year-old law allowing individuals to sue on the government's behalf even when government lawyers decline to prosecute. Yet several of the 5th Circuit justices did not seem to be impressed.

"With respect to the take care clause, does the statute interfere with the executive branch?" asked Judge E. Grady Jolly of the plaintiff. "Why isn't the argument in this case based on the statute ... rather than what seems like a rabbit trail? Why aren't we talking about the statute instead of the history of qui tam actions?"

Other judges seemed to be concerned that the government has no control over cases filed on its behalf.

"What troubled me is the relators can pursue these qui tam actions. ... They go on for years and years and years," said Judge Edith Jones. "And the government couldn't get them to stop."

Defense attorneys said they were encouraged by the judges' lines of questions, believing some members of the court might stick by the original panel's decision.

"I think Judge Jolly's focus indicates the court's concern with the specific statute," says William Boyce, a Fulbright & Jaworski partner who represents the defendants. "He is less impressed with the historical take than the other courts have been."

Plaintiffs attorney Jim Perdue Jr. says he hopes the 5th Circuit will take to heart the recent Supreme Court decision on qui tam. "The Supreme Court can provide hints, but it can't make them follow the law," Perdue says. "I hope that they will read *Stevens* and find that nine members of the Supreme Court have found that there is not a problem with the statute."

Writing for the majority of the three-judge panel in November, Judge Jerry Smith said the qui tam provision violates the separation of powers doctrine and the take-care clause of Article II of the Constitution.

In the *Stevens* ruling, the court found that "a private individual has standing to bring suit in federal court on behalf of the United States under the FCA," although it held that the individual could not bring a suit against a "state agency."

Perdue, the lawyer who represents the plaintiff in *Riley*, says the subsequent high court ruling puts the law on his side on the question of constitutionality.

"Period. End of story. It was answered by the Supreme Court," Perdue says.

But Boyce, who represents the defendants, says the standing question answered in *Stevens* does not clear up the question of whether an individual can sue on behalf of the government.

Document 6: S.C. Nominee - Judge Edith Jones, 5th Circuit Court of Appeals

Mon, 24 Jan 2005 11:01:25 -0500

From: "James W. Moorman" <jwm@TAF.ORG> Add to Address Book

Subject: FW: Fired by school board for reporting overbilling of Feds

To: QUITAMNET@HOME.EASE.LSOFT.COM

Times-Picayune (New Orleans)

January 18, 2005 Tuesday

Schools' court victory upheld; Auditors who found overbilling were fired

By Michelle Hunter, Staff writer

A federal appeals court Monday again tossed out a \$22 million judgment against the Orleans Parish School Board that it overturned once before in 2001. The court ruled against a pair of whistle-blowing internal auditors who caught the system defrauding the federal government of millions of dollars.

The decision, released by the U.S. 5th Circuit Court of Appeals in New Orleans, is the latest volley in a match of legal pingpong that began in 1998 when a federal court ruled in favor of auditors William Garibaldi and Carlos Samuel, ordering the board to pay damages.

The 5th Circuit then reversed the lower court. Although the U.S. Supreme Court twice refused to hear an appeal from the auditors, a ruling the high court made in an Illinois case with similar circumstances opened the door for a federal judge in New Orleans to reinstate the \$22 million judgment against the School Board in 2003.

But on appeal to the 5th Circuit again, a three-judge panel overturned the ruling Monday, finding that its first decision in the case was final, and that no "extraordinary circumstances" justified changes.

"We conclude that the great desirability of preserving the principle of finality of judgments preponderates heavily over any claim of injustice in this case," wrote Judge James Dennis, an appointee of President Bill Clinton. He was joined by judges Thomas Reavley, a President Jimmy Carter nominee, and **Edith Jones, named to the bench by President Ronald Reagan**, in the unanimous decision.

Bill Wessel, attorney for Garibaldi and Samuel, said the Fifth Circuit was wrong for vacating the original verdict the first time around and persisted with its error Monday.

"The district judge who heard this case was entitled by law to correct the error of the 5th Circuit and he did so," Wessel said. **"Without any legal basis except its own subjective guess, the 5th Circuit has refused to recognize the power given to the district judge by law and refuses to follow the written law itself."**

The decision came as good news for the cash-strapped Orleans school system, still struggling to bail itself out financial trouble. With interest, the School Board stood to lose about \$34 million, Wessel said.

"That would've really been an extreme hardship on the students of the Orleans Parish School System," said Trevor Bryan, general counsel to the School Board. **"Winning the case has allowed us to avoid that type of catastrophic financial loss."**

Garibaldi and Samuel are of the mind to appeal, Wessel said, but no decision has been made.

The pair served as internal auditors for the School Board when they discovered that the system was routinely overbilling the government for unemployment and workers' compensation plans by about \$7.6 million. They were fired after alerting then-Superintendent Morris Holmes, prompting the whistle-blower suit.

The \$22 million originally awarded by the federal trial court included triple damages and about \$6 million for Garibaldi and Samuel, who pursued the case as private citizens. But the 5th Circuit ruled the law does not apply to local governments and the damages would unfairly punish taxpayers and public school children.

After the U.S. Supreme Court refused to hear the case, the justices found that Cook County, Ill., was responsible for damages in a similar case filed under the False Claims Act. U.S. District Judge Stanwood Duval in New Orleans then ruled to reopen the case and reinstated the award.

But the School Board argued, and the 5th Circuit agreed, that there was nothing extraordinary about the case that should have compelled the district judge to reopen the case, Bryan said.

"In our research, we found only death row cases, when somebody's life is at stake, were extraordinary circumstances," Bryan said. **"This was a run-of-the-mill situation."**