

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA
(Civil Division)

3D GLOBAL SOLUTIONS, INC.)
)
 Plaintiff)
)
v.) Civil Action No. 1:06-CV-722(GK)
)
MVM, INC.)
)
 Defendant)
_____)

JOINT PRETRIAL STATEMENT

Per the court’s order of August 26, 2010, LCvR 16.5 and Federal Rule of Civil Procedure 26, the parties in the above captioned action jointly submit this pretrial statement for trial that is set to commence on March 14, 2011.

I. STATEMENT OF THE CASE

A. Nature of the Case

This case alleges a breach of contract and interference by the defendant. 3D Global Solutions, the Plaintiff, is a company that recruits personnel for a variety of tasks, among them is security personnel who are employed by the U.S. Government through contractors. MVM, the defendant, is a U.S. government contractor that employs security personnel to serve at various U.S. Government facilities in the U.S. and overseas. MVM contracted 3D Global Solutions to recruit, vet, process and deploy third country nationals (TCNs) from the country of Peru to serve as security personnel at the American Embassy in Kabul, Afghanistan, pursuant to an agreement that provided compensation to 3D in the amount of \$700 for each person who deploys to

Afghanistan and \$360 per person per year for administrative in-country support of the men and their families in Peru. 3D recruited, processed, created administrative files containing personal and professional information and turned-over for deployment approximately 240 Peruvian security personnel to MVM in November of 2005. The Plaintiff alleges that, upon receipt of an administrative file on each one of the men, MVM made a choice to either accept or reject each recruit offered by 3D. The Plaintiff alleges that MVM accepted the files of over 240 men and offered them employment contracts that were written in English and then deployed the 240 Peruvian security personnel to Kabul for employment at the American Embassy in Kabul. The deployment occurred throughout the month of November of 2005.

The Defendant alleges that pursuant to the contract these recruits were to have level 2 English language proficiency and that 3D allegedly warranted same when it tendered them. MVM relied on the Plaintiff to vet each one and perform the necessary tests and interviews to confirm that they met the criteria of the contract. Defendant alleges that at no time did it waive any such obligation.

In December of 2005, MVM was notified by the Regional Security Officer at the U.S. Embassy in Kabul that he was going to have the MVM's contract terminated. The Security Officer alleged that the Peruvian's could not speak English. MVM attempted to work with the RSO to remedy the problem. At the same time 3D offered to replace any of the men that were deemed to be unqualified. The RSO refused to allow MVM to remedy the problem. The Plaintiff alleges that MVM suspected the RSO wanted to terminate the contract for other reasons. The Plaintiff also alleges that, upon further investigation, MVM discovered that the true reason why the RSO wanted to terminate the contract is because of the Namibian security personnel who are black. Namibians were also recruited by MVM from South Africa. 3D did not recruit

any Namibians. The Plaintiff alleges that MVM discovered that the RSO believed that the Namibians would not be effective in Kabul because of their race and that the only way he could remove them from the Embassy is by terminating the entire MVM contract that also included the Peruvians. The Plaintiff alleges that the RSO could not legally terminate the contract because of the security guard's race. He, therefore, used the deficiency in English as a pretext. MVM fought the termination of the contract and eventually reached a settlement with the Government that reclassified the termination for cause as a termination for convenience. MVM was paid over \$3.5 million dollars. MVM alleges that it had the Peruvian TCN's tested for their English proficiency independently and that it was determined that a majority were unable to demonstrate a Level 2 proficiency in English. This alleged testing was done prior to the termination by the Government in order for MVM to draft a proposal to remedy the problem Re English proficiency of the TCNs. MVM also alleges that none of the candidates had been tested for drugs.

MVM alleges that it was permitted to immediately terminate the Afghanistan Contract by written notice to 3D in the event that the U.S. Department of State terminated its contract with MVM for the provision of security guards to the U.S. Embassy in Kabul, Afghanistan. 3D alleges that its obligations under the contract, as far as recruitment of personnel, were completed once MVM accepted the Peruvians and offered them an employment contract. On December 21, 2005, the State Department terminated for default its contract with MVM allegedly because the TCNs could not speak English at the proficiency level required by the State Department, which was the same proficiency level allegedly required by MVM in the Afghanistan Contract. On December 22, 2005, MVM alleges that it ordered 3D to suspend its recruiting and pre-deployment efforts under the Afghanistan Contract. On December 23, 2005, MVM alleges that it terminated the Afghanistan Contract with 3D because 3D allegedly defaulted in its obligation

to provide TCNs who were able to speak English at the level required by the Afghanistan Contract.

3D sued MVM in August of 2006 to recover approximately \$316,000 in costs and lost profits. 3D alleged that MVM breached its contract with 3D when it failed to pay for the men 3D recruited. 3D also alleges that its obligations under the contract were fulfilled once MVM accepted the men and deployed them in Peru. 3D did not have a contract with the U.S. Government and argues that the subsequent government action in terminating MVM's contract has no relevance to MVM's contract with 3D.

MVM countersued 3D alleging that 3D breached its contract with MVM because the men were unqualified as required by the contract. MVM demands more than \$2 million dollars in damages as a result of the alleged breach by 3D in failing to supply qualified Peruvian TCNs with a Level 2 English proficiency. MVM alleges that notwithstanding Plaintiff's allegations, the Government terminated the contract because the Peruvians did not meet the basic criteria of the contract. MVM claims that the Government acted within its rights in terminating the contract. Further, MVM claims that it was faced with a choice between settling the case and surviving or litigating the case and going out of business.

B. Identity of the Parties

The parties to this action are Plaintiff and counter-defendant 3D Global Solutions Inc. and Defendant and counter-plaintiff MVM, Inc.

C. Jurisdiction

This court has jurisdiction pursuant to 28 U.S.C. 1332. The amount in controversy exceeds \$75,000 exclusive of interest and costs.

II. STATEMENT OF CLAIMS

1. 3D Global Solutions brings the following claims against MVM, Inc.
 - A. Breach of contract by failing to pay \$316,000 for services rendered in recruiting, vetting, processing and delivering over 240 qualified Peruvian security personnel.
 - B. Negligent or intentional interference with business advantage by deliberately failing to pay funds that were owed to 3D for the administrative packages of the Peruvians security personnel which damaged 3D's ability to engage in additional business while MVM financially benefitted from reselling the administrative packages.

2. Defendant's Counterclaims

Breach of Contract. MVM brings a claim for breach of contract against 3D. The Afghanistan Contract required 3D to recruit and deploy TCNs with specific English proficiency levels. The requirement was a material term of the contract. 3D breached the Afghanistan Contract by failing to provide TCNs with the required English proficiency levels. As a result of 3D's failure to supply TCNs with the requisite English-speaking ability, the Department of State terminated its contract with MVM.

III. STATEMENT OF DEFENSES

A. Plaintiff's Defenses

1. MVM caused its own losses

MVM argued that the termination by the U.S. Government was pretextual. While MVM could not control the conduct of the 3rd party Regional Security Officer in endeavoring to terminate the contract for illegal reasons, MVM did chose to settle for a lesser amount than it was arguably owed. MVM made a vigorous argument that the termination was improper in its late 2005 and early 2006 protests to the U.S. Government contracting officer. It had a prestigious law firm research and prepare a brief on the issue that clearly showed that MVM was

the victim of malfeasance by the Regional Security Officer. MVM could have chosen to prosecute its claim to obtain its damages and perhaps punitive damages and attorney's fees as a result of the nefarious conduct by the RSO. By choosing to give up its claim against the U.S. Government, MVM caused its own losses.

2. MVM ratified or condoned 3D's deployment of TCN's

MVM had a representative, Jaysen Turner, on the ground in Peru to oversee and report on the recruitment process. Jaysen Turner was in constant contact with his bosses at MVM. They were fully aware of the qualification of the men being recruited. MVM received administrative files on the men, reviewed the files, and made a decision to offer each of them employment by using an employment contract in the English language. Finally, MVM ratified 3D's selection of the men by accepting them, offering them employment contracts and deploying them to Kabul. The offer of an employment contract to the Peruvians by MVM constituted acceptance of each individual and completion 3D's performance requirement.

3. MVM approved the TCNs recruited by 3D by offering the TCN's employment contracts before deployment.

MVM approved each one of the men recruited by 3D because MVM reviewed or had an opportunity to review every one of the men's administrative packages. MVM independently offered the men employment contracts after reviewing each man's administrative package and finding it satisfactory. 3D's obligation under the contract with respect to recruitment ended when MVM accepted the men for employment with the offer of employment using a contract in the English language.

4. 3D recruited and provided TCN's to MVM pursuant to Task Orders created by MVM.

MVM created the Task Orders that set out the qualifications that the men recruited by 3D were required to have. By failing to articulate with specificity a more exacting qualification for the Peruvians, MVM bears responsibility for any ambiguity that may have resulted in less than qualified recruits being recruited by 3D. Faced with ambiguity in the Task Orders or a lack of a Task Order, 3D was justified on relying on the customary business practices between the parties as it related to recruitment of Peruvian security personnel.

5. 3D fulfilled its obligations to MVM.

3D was tasked with recruiting TCN's and providing certain pre and post deployment services. 3D did exactly as the "Agreement for Recruiting Services" required it to do. 3D recruited and processed the TCN's as the contract required it to do and turned over to MVM the administrative files it had prepared on the TCNs for MVM's approval. MVM also had its own representative on the ground in Peru to oversee and assist 3D in its work in recruiting Peruvian security guards. MVM communicated its approval of the TCNs and hired the ones it approved based on a review of each man's administrative file and interviews conducted in Peru. 3D's obligations under the contract were fulfilled once MVM accepted the TCN's recruited by 3D and offered them employment.

6. The harm alleged was not caused by 3D.

The harm MVM alleges was not caused by 3D. MVM harm was caused by a breach of contract with the U.S. Government. Between December 2005 and on or about March of 2006, when MVM received \$3.5 million dollars in compensation from the U.S. Government, MVM took the position that the harm was caused by the U.S. Government because the contracting officer improperly severed the contract with MVM based on pretextual reasons to effectuate an

illegal objective of not employing black South Africans at the American Embassy in Kabul. Any harm MVM suffered, therefore, was caused by the U.S. Government's improper severance of the contract and not because of any conduct or omission by 3D.

7. MVM received substantial money from the U.S. Government and from Triple Canopy for the TCN's provided by 3D.

MVM gave up any claim to additional damages when it settled with the U.S. Government for over \$3.5 million dollars. By doing so, it forfeited any right it had to challenge the termination of the contract by the U.S. Government. 3D also benefitted from selling the administrative packages of the TCNs, which were prepared by 3D, to "Triple Canopy Inc." MVM took the packages that were prepared by 3D at a great cost to 3D and sold them for profit to a third party. Triple Canopy, hired the TCNs who were recruited and vetted by 3D

8. MVM's counterclaim is barred by the doctrine of promissory estoppel.

MVM failed to communicate an Exhibit with the task order specifically describing the alleged English language proficiency requirement of 2. MVM changed its position once the RSO raised the pretextual issue of language deficiency. MVM is estopped from changing its position because 3D could, and did, reasonably rely on the contract terms communicated by MVM to 3D.

9. MVM's counterclaim is barred by the doctrine of accord and satisfaction.

MVM's claim against 3D Global was discharged when it agreed to a total release of its claims against the U.S. Government in return for consideration of approximately \$3.5 million dollars.

10. MVM consented, ratified, or condoned the conduct alleged in the counterclaim.

MVM had its own representative on the ground in Peru. That representative, Jaysen Turner, had full knowledge and awareness of 3D's activities on behalf of MVM. MVM received regular reports from the field in Peru and reviewed every administrative package of the TCNs recruited on its behalf. MVM had a duty to raise objections to the qualifications of the TCNs recruited by 3D at the time they were recruited. MVM did not object and therefore consented, ratified and condoned the very conduct that forms the basis of its counterclaim.

11. MVM assumed the risk.

By failing to clearly describe the qualifications necessary for the TCNs and objective methods for assessing those qualifications, MVM assumed the risk that the TCNs would not meet the standards its contract with the U.S. Government set forth. Moreover, 3D could reasonably rely on its past relationship with MVM wherein 3D performed based on the same vague Task Order and provided TCNs that were acceptable to MVM.

12. MVM has not suffered any cognizable damages.

MVM has been compensated for any losses it claims it has sustained. MVM settled with the U.S. Government for the value of all losses it suffered as a result of the Government's termination of the Kabul security contract with MVM. MVM submitted an itemized schedule of costs to the U.S. Government that the Government then reimbursed MVM for in accordance with the laws of the United States as set forth in the Federal Acquisition Regulations when a contract is terminated for convenience. MVM was entitled to receive and did receive full payment for its costs and damages when the contract was terminated for convenience.

B. Defendant's Defenses

1. MVM did not have the opportunity to personally inspect the applicants.

MVM alleges that Jaysen Turner was a courier for the packets to be delivered to the Department of State and did not participate in reviewing or approving any applicants for employment. He acted solely as a courier and assisted 3D in collating portions of the applications. MVM alleges that it relied on the contract and 3D to provide qualified personnel with respect to the contract. MVM would not have the opportunity to inspect personnel before they were transported to Afghanistan.

2. There could be no oral modification of the contract.

Only an officer of MVM has the authority to sign, waive, or enter into a contract. Further, the provisions of the contract between 3D and MVM only allows for written modification. Thus, no modification or waiver can be implied by MVM's actions.

3. MVM never approved the TCNs.

MVM denies that it ever approved any TCNs. It was 3D's responsibility to vet the candidates.

4. There was no ambiguity to the language requirement.

MVM states that there was no ambiguity whatsoever in the language requirement. Numerous emails passed between the parties that clearly set out the requirement for English-speaking proficiency for the Peruvian guards. MVM alleges that it relied on 3D to provide it with guards who met the requirement of the contract. MVM alleges that it did not test, monitor or interview any candidate and relied solely on the representations of 3D that each candidate was qualified under the contract.

5. 3D failed to fulfill its obligations under the contract.

MVM denies the allegations of 3D that it fulfilled the terms of the contract or that its performance was ever accepted or ratified by any officer of MVM. The administrative packages

prepared by 3D were couriered by MVM to the Department of State. MVM never conducted any interviews of the TCNs or reviewed their files as to their representations. This was 3D's responsibility. 3D was in breach by failing to provide qualified TCNs.

6. The Government was within its rights to reject the TCNs.

MVM denies that the U.S. Government acted improperly. MVM's own testing by an independent company found the Peruvian TCNs' English proficiency to be inadequate.

7. MVM's decision to settle its claim with the Government is protected by the business judgment rule.

MVM made a business decision to settle with the U.S. Government because of the risk that if no funds were paid immediately, MVM would be forced into bankruptcy. Further, MVM denies that it sold packages to or received any benefit, monetary or otherwise, from Triple Canopy or any other company as a result of the TCNs produced by 3D.

4. STIPULATIONS OF FACT AND LAW

A. Agreed-Upon Stipulations of Fact

To be provided at a later date.

B. Stipulations of Law

To be provided at a later date.

5. WITNESSES

A. Plaintiff's Witnesses

1. Mr. Michael Dodd (2.5 hours)

Mr. Dodd owner and president of 3D Global Solutions will testify of the existence of the MVM -3D contract to provide third country nationals (TCNs)

to MVM for service in Kabul, Afghanistan. Mr. Dodd will testify about the scope of work to be completed under the contract, 3D's specific performance under the contract, MVM's failure to compensate 3D for the contract and the total damages 3D Global Solutions has suffered.

Cross-Examination of Michael Dodd (2.0 hours)

Mr. Dodd will confirm emails Re language requirements.

2. Mr. Jayson Turner (1.0 hour)

Mr. Turner will testify that he represented MVM during 3D Global Solutions' recruiting and vetting of TCNs in Peru and that MVM approved all TCNs prior to offering them employment.

Cross-Examination of Jaysen Turner (1.0 hour)

Mr. Turner will state that he acted as a courier and at no time was involved in reviewing or vetting the Peruvians.

3. Mr. Clyde Slick (.50 hours)

Mr. Slick will testify that he was a senior employee of MVM and on the ground in Kabul at the time of the relevant contract period. He will testify that there were no widespread problems with the Peruvian TCNs and that the termination by the Department of State was a pretext because DOS did not want Namibians (South Africans) as guards.

Cross-Examination of Clyde Slick (.5 hour)

Mr. Slick will testify as to the language problems of the TCNs.

4. Mr. Dario Marquez (1.0 hour)

Mr. Marquez will testify that he hired a law firm to challenge the U.S. Government's termination of MVM's contract. Mr. Marquez will testify that MVM's position as to the U.S. Government's contract termination, at the time it was terminated, is that it was for an improper or illegal purpose and that the TCNs provided were either qualified or could become qualified with some additional onsite training in Kabul. Mr. Marquez will also testify about the amount of compensation MVM received from the U.S. Government.

Cross-Examination of Dario Marquez (2.0 hours)

Mr. Marquez will provide information about his flying to Kabul, participation the language efficiency testing. Attempting to speak with the TCNs in English and then conversing in Spanish. He will testify that the TCNs for the most part were not ready to assume the tasks. He will testify as to his attempts to salvage the contract to no avail. He will also testify that his company lost at a minimum \$2.6 million as a result of the termination of the contract not even counting lost profits for the duration of the contract.

5. Mr. Peter Rice (.25 hour)

Mr. Rice will testify that the contract was solely prepared by MVM and provided to 3D.

Cross-Examination of Peter Rice (1.0 hour)

Mr. Rice will testify of the problems with 3D completing packages, sending TCNs to Kabul before completing all tests for certification including language and drug testing. He will testify that Mr. Dodd was well aware of the

language requirements of the contract and that the TCNs proved to be deficient.

6. Mr. Robert Rubin (.50)

Mr. Rubin signed the contract agreements and will testify about providing the contracts to 3D, the absence of certain exhibits to the contract when it was communicated to 3D and MVM's reliance on the past experience of the parties with each other to fill information voids regarding expected performance.

Cross-Examination of Robert Rubin (.5 hour)

Mr. Rubin will testify that 3D knew the requirements for the language qualifications of the TCNs and that this was delineated to Mr. Dodd in writing and orally.

7. Mr. Joseph Morway (.25)

Mr. Morway will testify about MVM's official position regarding the accusation that MVM breached its contract with the U.S. Government before 3D Global sued to recover its damages.

Cross-Examination of Joseph Morway (.75 hour)

Mr. Morway will testify that the TCNs were totally deficient in English proficiency and that the Government was well within its rights to terminate the contract.

8. Mr. David M. Nadler Esq (.75)

Mr. Nadler prepared briefs for and on behalf of MVM in which he argued that the termination of MVM's Kabul contract by the U.S. Government was a

pretext for the Department of State's true and improper reason, avoiding the provisioning of Namibians (South Africans) for supervisory guard positions.

Cross-Examination of David Nadler (1.0 hour)

Mr. Nadler will testify that any litigation with the Government is an expensive endeavor and that the outcome would never be determined early. Further, he will testify that the purpose of the letter was an attempt to get the termination changed from termination for cause to termination for convenience so that MVM would be able to survive the economic loss by getting at least a partial payment for its out-of-pocket expenditures.

9. Ms. Danielle Reier (.25)

Ms. Reier was an employee of ATLA language testing service. She will testify that there is no accreditation service for language testing services.

Cross-Examination of Danielle Reier

Ms. Reier will testify that tests were performed on the TCNs and the TCNs were found deficient.

10. Ms. Sarah Pfeiffer

Ms. Pfeiffer will testify that Mr. Dodd inquired, on several occasions, to clarify the language requirement of the TCNs and that MVM had no objective method determining the level of proficiency.

Cross-Examination of Sarah Pfeiffer

Ms. Pfeiffer will testify that MVM advised Mr. Dodd of requirements of English proficiency of TCNs by contract.

11. Representative of 3D Global accounting firm to tally damages.

B. Defendant's Witnesses

Please see above. The Defendant shall call many of the Plaintiff's witnesses. The time estimated for Cross-Examination includes the time estimated for their direct examination.

1. Mr. Christopher Roosevelt or other ALTA representative (2.0 hours)

Mr. Roosevelt or another representative from ALTA language services will testify on the details and conclusions of the English language proficiency testing administered by ALTA language testing administered for TCNs stationed in Kabul, Afghanistan.

2. Representative from MVM

The representative from MVM will authenticate checks, bills, and accounting Re losses. The representative is anticipated to be John Greenhoegh.

3. Representative of Price Waterhouse Cooper

The representative from Price Waterhouse Cooper will delineate the accounting of MVMs damages.

6. EXHIBITS

A. Plaintiff's Exhibits

3D Global Solutions may offer the following exhibits at trial:

1. MVM contract with 3D Global Solutions for Ar-Rustumiya Iraq with Task Orders
2. MVM contract with 3D Global Solution for Kabul-Afghanistan with Task Orders
3. Five examples of a typical Third Country National personal administrative file
4. Wackenhut invoice for testing of Third Country Nationals

5. Deposition of Mr. Dario Marquez
6. Invoice for vetting Services
7. Invoice for Administrative Financial Services
8. 3D proof of Kabul payroll
9. MVM-U.S. Government settlement agreement
10. Mr. Nadler letter and legal brief to Mr. Marquez dated January 20, 2006
11. Mr. Morway letter to Mr. Sager dated January 20, 2006
12. Affidavit of Mr. Jaysen Turner
13. Affidavit of Mr. Robert Rubin

Plaintiff reserves the right to amend this exhibit list as needed upon the discovery of additional evidence and for the purposes of rebuttal or impeachment

B. Defendant's Exhibits

MVM may offer the following exhibits at trial:

1. MVM contract with Department of State for Kabul.
2. MVM contract with 3D regarding Kabul.
3. Deposition of Michael Dodd
4. Deposition of Jaysen Turner
5. Letter dated December 2, 2005 from Christopher Sayer to MVM
6. Letter dated December 14, 2005 from Robert Rubin to 3D Global.
7. Results of English proficiency exams performed on Peruvian TCNs.
8. Letter dated December 21, 2005 from DOS to MVM.
9. Letter from 3D to MVM dated December 22, 2005.
10. Letter dated December 23, 2005 from MVM to 3D.

11. Email on July 14, 2005 to Mike Dodd from Peter Rice with attachment including Exhibit H which delineates language requirement.
12. Email conversation from July 22, 2005 to July 26, 2005 to Mike Dodd Re: language Requirements for TCNs.
13. Email dated October 15, 2005 from Peter Rice to Adam Rosenbaum (3D) with copy to Dodd.
14. Email dated October 18, 2005 from Peter Rice to Mike Dodd et al.
15. Email conversation from Peter Rice to Mike Dodd dated November 13, 2005 to November 15, 2005.
16. Email conversation from Peter Rice to Mike Dodd regarding drug screening dated November 13, 2005 to November 15, 2005.
17. Documentation Email from November 22, 2005 with attachment.
18. Listing of losses sustained by MVM as a result of termination of contract.
19. Kabul Expense Summary Sheet
20. Kabul Expense Details Sheet
21. Kabul Line by Line Detailed Expenses
22. Armored Auto Group Invoices
23. Backup invoices and checks for expenditures by MVM for Kabul contract.

Defendant reserves the right to amend this exhibit list as needed upon the discovery of additional evidence and for the purposes of rebuttal or impeachment. The documents, including additional exhibits, have previously been submitted to opposing counsel

7. DEPOSITIONS

- Plaintiff
 - i. Deposition of Dario Marquez
 - ii. Deposition of Robert Rubin
 - 1. Defendant
 - i. Deposition of Michael Dodd
 - ii. Deposition of Jaysen Turner

8. DAMAGES

Category of Damages	Amount
Compensatory damages for recruiting, vetting, processing, creating administrative packages and deploying at least 240 Peruvian guards and senior guards (TCNs) at \$1060 per TCN pursuant to the Agreement for Recruiting Service contract, \$700 for recruiting and \$360 each for annual support.	\$243,800.00
Unpaid travel fees paid on behalf of MVM	\$23,000
Payments made to support staff in Peru	\$29,520
Payments made to Wackenhut for language testing	\$55,477.80
Total	\$296,320.00
Nonpecuniary Compensatory Damages	To be determined by jury at trial
Punitive Damages	To be determined by jury at trial.
Attorneys	Final calculation to be made if plaintiff prevails

9. DAMAGES FOR BREACH OF CONTRACT BY 3D

Category of Damages	Amount
Business Travel	\$2,077,834.58
Payroll	\$1,394,783.17
Training Costs	\$626,887.06
Recruiting Costs	\$293,431.42
Postage & Delivery	\$220,690.24
Legal Fees	\$151,560.00

Insurance	\$109,118.11
Contract Administration	\$79,869.00
Auto Expenses	\$26,608.20
Contract Supplies	\$17,203.42
Telephone	\$10,508.05
Miscellaneous	\$42,996.88
G&A @ 3.5%	\$176,802.15
Profit @ 6.75%	\$352,909.73
Total Contract Expenses	\$5,581,202.01
Uniforms and Equipment	\$989,508.77
Automobiles	\$868,000.00
G&A @ 3.5%	\$65,012.81
Profit @ 6.75%	\$129,770.21
Total Uniforms, Equipment, and Automobiles	\$2,052,291.79
GRAND TOTAL	\$7,633,493.80
Credit from U.S. Government	\$(3,500,000.00)
TOTAL DAMAGES	\$4,133,493.80

10. OTHER RELIEF REQUESTED

Plaintiff requests judgment in Plaintiff's favor and against MVM.

Defendant requests judgment in Defendant's favor and against 3D.

**11. ESTIMATE OF TRIAL TIME **

Plaintiff estimates that trial will last 4 days

12. PARTIES' SETTLEMENT EFFORTS

The parties engaged in both private mediations and Court's mediation. The Parties were unable to reach a resolution.

13. MOTIONS TO BE DECIDED BEFORE TRIAL

The Parties do not, at this time, have any motions in limine.

