SEALED

David Abrams, Attorney at Law
PO Box 3353 Church Street Station
New York, NY 10008
212-897-5821 dnabrams@gmail.com

FILED
FEB 21 2025
Heidi D. Campbell, Clerk
U.S. DISTRICT COURT

United States District Court
Northern District of Oklahoma

| | |
|---|---|
| United States of America ex rel. GNGH2 Inc., Plaintiff-Relator, - against - SPERIDIAN TECHNOLOGIES LLC, BENEFITALIGN LLC, XELLERATION LLC, TRUECOVERAGE LLC, SPERIDIAN TECHNOLOGIES LLC as successor to EDATAWORLD LLC, BUSINESS ADVANTAGE CONSULTING INC., and HELIX BUSINESS SOLUTIONS LLC, Defendants. | **TO BE FILED UNDER SEAL PURSUANT TO 31 USC § 3730(b)(2)**<br><br>Case No. 24cv628-SH<br><br>**Complaint Under the False Claims Act (Amended)** |

Plaintiff-Relator, complaining of the Defendants by its attorney, David Abrams, Attorney at Law, respectfully sets forth and alleges as follows:

## I. Nature of the Case

1. This is a false claims act claim. The Qui Tam Plaintiff and Relator, GNGH2 Inc. ("Relator"), alleges that the Defendants fraudulently obtained CARES Act disaster relief by means of fraudulent certifications of eligibility. As set forth in

more detail below, PPP funding is barred to entities which exceed the applicable size standards.

## II. Parties

2. Defendant SPERIDIAN TECHNOLOGIES LLC ("Speridian") is a Delaware limited liability company with a principal place of business in Bernalillo County, New Mexico.

2a. Defendant BENEFITALIGN LLC ("BenefitAlign") is a New Mexico limited liability company with a principal place of business in Bernalillo County, New Mexico.

2b. Defendant XELLERATION LLC ("Xelleration") is a California limited liability company with a principal place of business in Orange County, California.

2c. Defendant TRUECOVERAGE LLC ("TrueCoverage") is a Delaware limited liability company with a principal place of business in the State of New Mexico, County of Bernalillo.

2d. Defendant Speridian is the successor by merger to Defendant EDataWorld LLC, which was a Washington limited liability company at the time of the events described herein. In its capacity as successor by merger to EDataWorld LLC, Speridian is referred to herein as "EDataWorld."

2e. Defendant BUSINESS ADVANTAGE CONSULTING INC. ("Business Advantage") is a California business corporation with a principal place of business in the State of California, County of Sacramento.

2f. Defendant Helix Business Solutions LLC ("Helix") is a Tennessee limited liability company with a principal place of business in the State of Tennessee, County of Shelby.

3. The Relator, GNGH2 Inc. ("Relator" or "Plaintiff") is a New Jersey corporation with a principal office in Bergen County, New Jersey.

**III Compliance with Requirements of Suit**

4. This matter was filed under seal pursuant to 31 U.S.C. Section 3730(b) and at or about the same time, a copy of the Complaint, any Sealing Order, and Relator's disclosure of evidence was served on the Department of Justice and the United States Attorney for the District in which this matter has been filed.

5. Relator will not serve the Amended Complaint or any other papers in this matter until and unless it becomes unsealed. Thus, if the Amended Complaint is served on the Defendant, it means that the matter has been duly unsealed.

**IV. Jurisdiction and Venue**

6. This Court has jurisdiction pursuant to 31 U.S.C. Section 3732(a) which provides that this type of action may be brought in any district where any Defendant resides or transacts business. In this case, 6 of the 7 loans at issue in

this matter were processed by **BOK Financial, One Williams Center, Tulsa Oklahoma, 74172-0140**

## V. Background

7. Throughout most of 2020 and continuing into 2021, the United States was faced with a large scale outbreak of the virus commonly known as "Coronavirus" and "COVID-19." (the "Coronavirus Epidemic").

8. In addition to the Coronavirus Epidemic itself, the United States was faced with large scale outbreaks of panic and hysteria as a result of the Coronavirus Epidemic.

9. All of the above has resulted in major economic disruption and as a result Congress enacted the Coronavirus Aid, Relief, and Economic Security Act, commonly known as the "CARES Act."

10. The CARES Act contains a provision which permitted qualifying business which were affected by the foregoing disruption to obtain forgivable disaster loans.

11. The CARES Act was subsequently amended to provide for a second round of disaster funding. Significantly, an applicant is ineligible for such funding if, when combined with its affiliates, it exceeds the applicable size standards, i.e. if when combined with its affiliates it has more than 300 employees.

12. The Defendants in this matter are part of an international concern which provides IT services. They received the following second-draw disaster relief:

| Defendant | Date | Amount | Loan # | Forgiven |
|---|---|---|---|---|
| Speridian | 3/13/21 | $2,000,000 | 1340098606 | 2/1/22 |
| BenefitAlign | 2/17/21 | $293,462.50 | 9506288405 | 1/11/22 |
| Xelleration | 2/13/21 | $632,949 | 8391078406 | 1/12/22 |
| TrueCoverage | 2/17/21 | $208,989 | 9798128404 | 1/12/22 |
| EDataWorld | 2/19/21 | $461,767.50 | 1968258503 | 1/12/22 |
| Business Advantage | 2/17/21 | $345,419 | 9428958409 | 1/11/22 |
| Helix | 3/20/21 | $954,171.73 | 4807258604 | 11/8/21 |

13. Thus, on or about the above dates, Defendants had to complete the applicable forms 2483-SD in respect of the above loans.

14. In connection with these forms, the Defendants had to certify that they complied with applicable size standards, i.e. that when combined with their affiliates they did not have more than 300 employees.

15. These certifications were false when made as set forth below.

16. At all times relevant to this matter, the Defendants were part of an international concern called "Speridian" with an employee count well above 300

persons. The foregoing is set forth in more detail in Relator's disclosure statement of January 2, 2025 which is incorporated herein by reference.

17. Moreover, the foregoing information is available on the websites and/or filings of the Defendant and/or its affiliates.

18. Thus, Defendants' authorized representatives must have been either aware of this information or reckless in regards to same.

19. Thus, Defendants made fraudulent representations when they completed the application forms for the loans.

20. As a result of these statements, the Defendants received (and the United States paid) substantial funds to which they would not otherwise have been entitled.

**VI. (Count I) Violation of the False Claims Act**

21. The False Claims Act imposes liability on a person or entity who "knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim" 31 U.S.C. Section 3729(a)(1)(B)

22. The Courts have held that this can include false statements regarding eligibility to participate in a program. See *United States ex rel. Kirk v. Schindler Elevator Corp.*, 601 F.3d 94, 116 (2d Cir. 2010), rev'd on other grounds, 131 S.Ct. 1885 (2011) ("[C]laims may be false even though the services are provided as claimed if, for example, the claimant is ineligible to participate in the program.")

23. Thus, the Defendants' certifications of eligibility violated the False Claims Act because they were false, fraudulent, and required for eligibility for disaster relief.

## VII. Relief Sought

24. On behalf of the government, Relator is seeking judgment for triple damages and civil penalties set forth in 31 U.S.C. Section 3729.

25. Accordingly, Relator seeks judgment as follows against the Defendants and in favor of the United States:

| Defendant | Principal | Interest | Fees | Judgment |
|---|---|---|---|---|
| Speridian | $2,000,000 | $17833.33 | $60,000 | $6,233,499.99 |
| BenefitAlign | $293,462.50 | $2,624.86 | $14673.12 | $932,281.44 |
| Xelleration | $632,949 | $5749.29 | $18,988.47 | $1,973,060.28 |
| TrueCoverage | $208,989 | $1875.10 | $10,449.45 | $663,940.65 |
| EDataWorld | $461,767.50 | $4,130.25 | $13,853.02 | $1,439,252.31 |
| Business Advantage | $345,419 | $3,089.58 | $17,270.95 | $1,097,338.59 |
| Helix | $954,171.73 | $5,960.31 | $28,625.15 | $2,966,271.57 |

**[continued on next page]**

26. Additionally, Relator seeks appropriate costs, attorney's fees, interest, civil penalties, an appropriate qui tam award, and such other and further relief as the Court deems just.

Respectfully submitted,



David Abrams, Attorney at Law (NY 3051604)
Attorney for Relator
GNGH2 Inc.

PO Box 3353 Church Street Station
New York, NY 10008
Tel. 212-897-5821 dnabrams@gmail.com
Fax 212-897-5811

Dated: February 18, 2025

Extremely Urgent

Visit UPS.com

Apply shipping documents on this side.

Scan QR code to schedule a pickup

This envelope is for use with the following services: UPS Next Day Air®, UPS Worldwide Express®, UPS 2nd Day Air®

Do not use this envelope for: UPS Ground, UPS Standard, UPS 3 Day Select®, UPS Worldwide Expedited®

1 of 1

DAVID ABRAMS
5512650627
DAVID ABRAMS, ATTORNEY AT LAW
64 LEROY STREET
TENAFLY NJ 07670

1.0 LBS LTR 1 OF 1

SHIP TO:
CLERK OF THE COURT
USDC ND OK
ROOM 411
333 WEST 4TH STREET
TULSA OK 74103

OK 741 9-05

UPS NEXT DAY AIR 1
TRACKING #: 1Z F89 R44 01 9812 2317

BILLING: P/P

postmark unknown
24cv 628- SH

XOL 25.02.04 NV45 8.0A 02/2025*

RECEIVED
FEB 21 2025
Heidi D. Campbell, Clerk
U.S. DISTRICT COURT

171604 8/18 BP

Visit ups.com for details on our privacy practices.

Domestic Shipments
- To qualify for the letter rate, UPS Express® correspondence, urgent documents, and 8 oz. or less envelopes containing only documents. 8oz. will be billed at the package rate or weight.

International Shipments
- The UPS Express envelope may be used for documents of no value. Certain countries consider electronic media containing sensitive personal information to be documents. Visit ups.com/importexport to verify if your shipment is allowed.
- To qualify for the letter rate, the UPS Express envelope must contain only documents. UPS express envelopes weighing more than 8 oz. will be billed at the package rate.

Note: UPS Express envelopes are not recommended for shipments containing electronic media containing sensitive personal information. Do not send cash or cash equivalent.

Window Envelopes
Use this envelope with shipping documents under window envelopes from a laser or inkjet printer.

S/W

International Shipping Notice — Carriage hereunder may be subject to the rules relating to liability and/or other conventions in force on the date of issue of the shipping document, which may include the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the Montreal Convention) and the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, October 12, 1929 (the Warsaw Convention). To the extent the foregoing Conventions are applicable and they govern and may limit the liability of carriers in respect of loss of, damage or delay to cargo. In some cases, the limits of liability are subject to a higher value declared in advance by the consignor and upon payment of a supplementary sum if such is required. In the Contract for the International Carriage of Goods by Road (the CMR Convention) the liability of the carrier for each consignment is limited to 8.33 SDR per kilogram of gross weight unless a higher value is declared in advance by the consignor and supplementary charges paid if applicable. Consignments to countries not party to the Warsaw Convention, the Montreal Convention, or the CMR Convention are governed and limited in a manner similar to that described in the applicable Convention, unless a higher value is declared in advance by the consignor and supplementary charges paid if applicable. Consignments from the U.S. in accordance with the Export Administration Regulations are prohibited for export or diversion contrary to U.S. law.

Celebrating 111 years

Use of this system constitutes your agreement to the service conditions in the current UPS Tariff/Terms and Conditions of Service, copies of which are available upon request and at ups.com. Limitations of liability may apply. Your use of this system authorizes UPS to use or disclose information about your shipments in accordance with your agreement with UPS and applicable law, as described in the UPS Privacy Notice, including for billing, dispute resolution, and to improve our products and services. You may opt out of certain data uses by adjusting your privacy settings or by contacting UPS. See the UPS Privacy Notice at www.ups.com for more information about our privacy practices or to opt out from the sale of personal information.

0101951033 04/21 PAC United Parcel Service

# Express

Extremely Urgent

