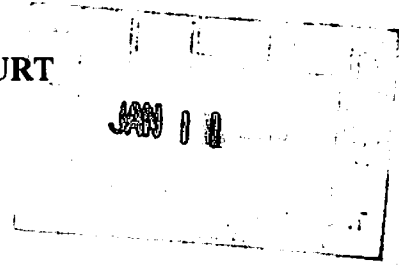


**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
(ALEXANDRIA DIVISION)**



Natalie R. Dellinger
1047 Lakeview Drive
Stafford, VA 22556

Plaintiff,

v.

Science Applications International
Corporation
1710 SAIC Drive
McLean, Virginia

Service on Registered Agent:
CT Corporation System
4701 Cox Road
Suite 301
Glen Allen, Virginia 23060

Defendant.

COMPLAINT

CIVIL ACTION NO. 1:10cv25

JURY TRIAL DEMANDED

JCC/JFA

COMPLAINT

1. Plaintiff, Natalie R. Dellinger ("Ms. Dellinger" or "Plaintiff"), by counsel, hereby complains and alleges as follows:

NATURE OF THE CASE

2. This is an action brought under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §215(a)(3) et seq., by Plaintiff against Defendant Science Applications International Corporation for violations of the anti-retaliation provisions of the FLSA.

JURISDICTION AND VENUE

3. This court has subject matter jurisdiction over the FLSA claims under 28 U.S.C. § 1331 and 28 U.S.C. §1337.

4. Venue is proper in this district and in this division by virtue of 28 U.S.C. §1391(b) because, among other reasons, a substantial part of the events or omissions giving rise to the claims occurred in this district.

THE PARTIES

5. Plaintiff is an adult female resident of Stafford, Virginia.
6. Defendant Science Applications International Corporation (“SAIC”) is a Delaware corporation with its primary place of business in Fairfax County, Virginia.
7. At all times relevant to this Complaint, SAIC conducted business activity in Fairfax County, Virginia, in this District.
8. SAIC is a “person” as defined at 29 U.S.C. §203(a).
9. SAIC is an “enterprise” as defined at 29 U.S.C. § 203(r)(1) and is an “enterprise engaged in interstate commerce” as defined at 29 U.S.C. § 203(s)(1)(A).
10. Upon information and belief, at all times relevant to this Complaint, SAIC had at least \$500,000 per year in gross revenues.

FACTS

11. For several years, plaintiff has worked as an Administrative Assistant on various government contracts that require her to possess a security clearance.
12. Most recently, during 2008 and part of 2009, plaintiff was an “employee” of CACI as defined by 29 U.S.C. §203.
13. On or about July 29, 2009, plaintiff filed an FLSA action against her former employer CACI in the U.S. District Court for the Eastern District of Virginia. The case was designated case number 1:09cv843.

14. In that lawsuit, plaintiff claimed damages against CACI for violations of the minimum wage and overtime provisions of the FLSA.
15. Plaintiff had a protected right to file her FLSA lawsuit. That protection is codified in 29 U.S.C. §215(a)(3).
16. Also in July of 2009, plaintiff applied for a job with SAIC on a contract between SAIC and the United States at the Sherman Kent School of the CIA. This job was very similar to plaintiff's previous job with CACI.
17. The contract between SAIC and the United States was, at least in part, for administrative support; the contract required that the administrative support be performed by a person with a security clearance.
18. Plaintiff was qualified for this position with SAIC.
19. Plaintiff's qualifications for this job include, but are not limited to, the following: she had several years of relevant experience in similar positions, including for CACI, her former employer. She also held the required security clearance for this type of work.
20. On or about August 17, 2009, plaintiff interviewed with SAIC for this Administrative Assistant position.
21. Plaintiff interviewed with, among others, SAIC recruiter Mike Joans.
22. By way of a phone call on August 21, 2009, and a follow-up letter received on August 22, 2009 from SAIC employee Charmaine Bell, SAIC offered plaintiff the position of Administrative Assistant at a salary of \$65,000 (sixty five thousand dollars) per year.

23. Included in the August 22, 2009 package delivered to plaintiff was information on the fringe benefits available to her as an employee of SAIC, to include health and welfare benefits, 401(k) retirement benefits, and paid time off.
24. The total value of the annual compensation benefits offered to plaintiff was \$96,315 (ninety six thousand three hundred fifteen dollars) per year.
25. Plaintiff was directed to sign and return one copy of the offer letter and other associated documents by August 28, 2009 if she wished to accept the job with SAIC. Plaintiff's employment was also contingent upon her successful completion of a drug test and her submission of a standard I-9 form.
26. Because the position plaintiff was offered required a security clearance, her offer was also contingent upon the successful verification, crossover, and maintenance of her security clearance. To begin the process of verification, crossover, and maintenance of her security clearance, plaintiff was directed to complete and return to SAIC a government document known as a Standard Form 86 ("SF 86").
27. The SF 86 is used for national security positions, and contains a variety of background questions and requests for information from the applicant.
28. Among the questions asked on the SF 86 is question 28, which asks the applicant to list any non-criminal court actions to which the applicant has been or is currently a party.
29. As required, Ms. Dellinger listed on the SF 86 that she had filed a lawsuit in the U.S. District Court for the Eastern District of Virginia alleging FLSA violations against her former employer, CACI.

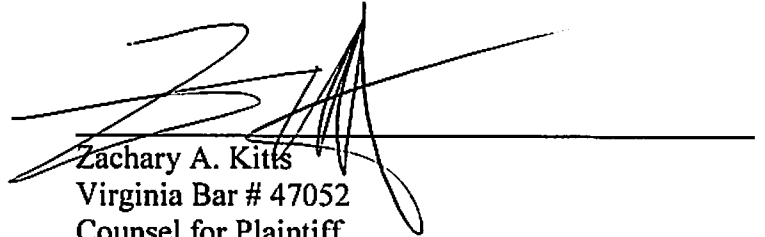
30. Ms. Dellinger also listed the case number and other information about her FLSA case.
31. Ms. Dellinger hand-delivered her signed employment offer letter, her SF 86, and other required documents to an SAIC employee named Brian Powers on August 24, 2009.
32. That same day, Ms. Dellinger took and passed the drug test required for employment with SAIC.
33. Despite her compliance with all the terms of SAIC's August 22, 2009 letter, SAIC withdrew its offer of employment after its agents received Ms. Dellinger's SF 86.
34. When Ms. Dellinger followed up with an individual named Chris Clerk at SAIC, she learned that SAIC had taken no further action on her employment application following her delivery of the SF 86 on August 24, 2009.
35. An SAIC employee named Brian Powers also confirmed for Ms. Dellinger that her SF 86 and other required employment paperwork had been inactive since August 24, 2009.

**COUNT ONE—VIOLATIONS OF THE ANTI-RETALIATION
PROVISIONS OF THE FAIR LABOR STANDARDS ACT
(29 U.S.C. §215(a)(3))**

36. All of the preceding paragraphs are reincorporated and realleged by reference, herein.
37. At all times relevant to this Complaint, Ms. Dellinger had a protected right to file an FLSA lawsuit.
38. As alleged herein, SAIC withdrew its offer of employment after learning of Ms. Dellinger's FLSA lawsuit against her former employer, CACI.

39. The motivation behind SAIC's withdrawal of Ms. Dellinger's job offer was retaliation and unlawful discrimination based on Ms. Dellinger's exercise of her protected right to file an FLSA lawsuit.
40. Alternatively, one motivation behind SAIC's withdrawal of Ms. Dellinger's job offer was retaliation and discrimination based on Ms. Dellinger's engaging in the protected activity of filing an FLSA lawsuit.
41. If SAIC and others were allowed to discriminate and retaliate against any applicant for employment who exercised her protected right to file claims under the FLSA, the protected right to bring an FLSA claim would mean little, and individuals who wished to exercise their rights under the FLSA would be deterred from doing so.
42. The actions of SAIC complained of herein were willful.
43. As a result of SAIC's unlawful acts, Ms. Dellinger has been damaged.
44. Wherefore, Ms. Dellinger hereby demands all legal and equitable relief available including, but not limited to, employment at SAIC and placement in the position she was offered; damages in an amount equal to her lost earnings, together with an equivalent amount as liquidated damages pursuant to 29 U.S.C. §216(b); as well as compensation for her emotional pain and suffering, her loss of benefits and her out-of-pocket costs in an amount to be determined at trial plus interest on this amount, plus payment of her reasonable attorney's fees and costs incurred pursuant to 29 U.S.C. §216(b).
45. Plaintiff demands a trial by jury.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'Zachary A. Kitts', is written over a horizontal line. The signature is stylized with a large 'Z' and a long, sweeping tail.

Zachary A. Kitts
Virginia Bar # 47052
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