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PDK/FRAUD: USAO2025R00318

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

**UNITED STATES OF AMERICA**

**v.**

**PM CONSULTING GROUP LLC  
D/B/A/ VISTANT,**

**Defendant**

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**CRIMINAL NO. PX-25-173**

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**DEFERRED PROSECUTION AGREEMENT**

Defendant PM Consulting Group LLC d/b/a Vistant (the “Company”), pursuant to authority granted by the Company’s Executive Manager, as referenced in Attachment B, and the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”), and the United States Attorney’s Office for the District of Maryland (“DMD”) (collectively, the “Offices”), enter into this deferred prosecution agreement (the “Agreement”). The terms and conditions of this Agreement are as follows:

**Criminal Information and Acceptance of Responsibility**

1. The Company acknowledges and agrees that the Offices will file the attached two-count criminal Information (hereinafter the “Information”) in the United States District Court for the District of Maryland charging the Company with Conspiracy to Commit Bribery of a Public Official, in violation of 18 U.S.C. §§ 371, 201, and Securities Fraud, in violation of 15 U.S.C. §§ 78j(b), 78ff, and 17 C.F.R. § 240.10b-5. In so doing, the Company: (a) knowingly waives any right it may have to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section

3161, and Federal Rule of Criminal Procedure 48(b); (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A (“Statement of Facts”) and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the District of Maryland; and (c) agrees that the charges in the Information and any charges arising from the conduct described in the Statement of Facts are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement. Following the filing of the Information, the Offices agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. The Company agrees that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, it will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. In addition, in connection therewith, the Company agrees not to assert any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing Guidelines (“USSG” or “Guidelines”), or any other federal statute, rule, or other law that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form.

**Term of the Agreement**

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from that date (the “Term”). The Company agrees, however, that, in the event the Offices determine, in their sole discretion, that the Company has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company’s obligations under this Agreement, an extension or extensions of the Term may be imposed by the Offices, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Offices’ right to proceed as provided in Paragraphs 18 through 22 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Offices find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

**Relevant Considerations**

4. The Offices enter into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:

a. the nature and seriousness of the offense conduct, as described in the Statement of Facts attached hereto as Attachment A, including the Company’s participation in a decade-long scheme to pay bribes and kickbacks to a U.S. government public official employed by the United States Agency for International Development (“USAID”) in return for USAID contracts worth hundreds of millions of U.S. taxpayer dollars, as well as the Company’s participation in a securities fraud scheme in which the illicitly obtained USAID contracts also

enabled the Company to sell artificially inflated stock for millions of dollars to a private equity company from whom the Company concealed the bribe scheme;

b. the Company did not receive voluntary disclosure credit pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy ("Criminal Division CEP"), or pursuant to USSG § 8C2.5(g)(1), because it did not voluntarily and timely disclose to the Offices the conduct described in the Statement of Facts;

c. the Company received credit pursuant to USSG § 8C2.5(g)(3) because it clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received credit for its cooperation and remediation pursuant to the Criminal Division CEP. Such cooperation included, among other things, conducting a thorough internal investigation, making regular factual presentations to the Offices, voluntarily making employees available for interviews, and collecting, analyzing, and organizing voluminous evidence and information for the Offices; however, after the Offices served a subpoena on the Company in August 2023, the Company's cooperation was delayed and limited by a conflict of interest that the Company did not resolve until November 2023, after which the Company began to fully cooperate;

d. the Company provided to the Offices all relevant facts known to it, including information about the individuals involved in the conduct described in the Statement of Facts and conduct disclosed to the Offices prior to the Agreement;

e. the Company also received credit pursuant to the Criminal Division CEP because the Company engaged in timely remedial measures, including: (i) transferring control from the Company owner and President involved in the misconduct to Vistant's then-Chairman of the Board who assumed the position of Chief Executive Officer in November 2023; (ii)

strengthening its anti-corruption compliance program by building and empowering an independent compliance function and investing in additional compliance resources; (iii) reviewing, enhancing, and testing its broader internal controls for pricing and other transactions; (iv) strengthening processes for vetting, engaging, and monitoring third parties, including implementing additional controls concerning payments to third parties; and (v) establishing risk assessment and audit processes to regularly review and update the compliance program and otherwise mitigate business risks. Therefore, the Offices determined that a discount of 5 percent off the bottom of the applicable Guidelines fine range was appropriate pursuant to the Criminal Division CEP based on the Company's cooperation and remediation;

f. the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement (Corporate Compliance Program);

g. based on the Company's remediation and the state of its compliance program, and the Company's agreement to report to the Offices as set forth in Attachment D to this Agreement (Corporate Compliance Reporting), the Offices determined that an independent compliance monitor was unnecessary;

h. the Company has no prior criminal history;

i. the Company has no civil or regulatory enforcement matters unrelated to the conduct described in the Statement of Facts; the company is subject to a regulatory matter that USAID initiated in connection with the underlying bribery conspiracy in this case and which has resulted in the Company entering into an Administrative Agreement with USAID;

j. the Company has agreed to continue to cooperate with the Offices in any ongoing investigation as described in Paragraphs 5 through 6;

k. the Company has agreed to resolve concurrently a separate investigation by the U.S. Department of Justice, Civil Division, Fraud Section (the “Civil Division”) and the United States Attorney’s Office for the District of Columbia (“USAO-DC”) and to pay a civil settlement amount of \$100,000 relating, in part, to the conduct described in the Statement of Facts;

l. the Company met its burden of establishing an inability to pay the criminal penalty sought by the Offices, despite agreeing that the proposed amount was otherwise appropriate based on the law and the facts. The Offices, with the assistance of a forensic accounting expert, conducted an independent ability to pay analysis, considering a range of factors outlined in the Justice Department’s Inability to Pay Guidance (*see* October 8, 2019 Memorandum from Assistant Attorney General Brian Benczkowski to All Criminal Division Personnel re: Evaluating a Business Organization’s Inability to Pay a Criminal Fine or Criminal Monetary Penalty), including but not limited to: (i) the factors outlined in 18 U.S.C. § 3572 and USSG § 8C3.3(b); (ii) the Company’s current financial condition; (iii) the Company’s alternative sources of capital; and (iv) the collateral consequences of the imposition of the full criminal penalty amount. Based on that independent analysis, the Offices determined that paying a criminal penalty and a civil settlement amount of greater than \$100,000 would substantially threaten the continued viability of the Company; and

m. accordingly, after considering (a) through (l) above, the Offices have determined that the appropriate resolution of this case is a deferred prosecution agreement and a payment of a civil settlement amount of \$100,000 in the concurrent resolution with the Civil Division and USAO-DC due to the Company’s inability to pay a criminal penalty.

**Ongoing Cooperation and Disclosure Requirements**

5. The Company shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Fraud Section, DMD, or any other component of the Department of Justice at any time during the Term until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the Term. At the request of the Offices, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of the Company, its parent company or its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Offices or any other component of the Department of Justice at any time during the Term. The Company's cooperation pursuant to this Paragraph is subject to applicable law and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company must provide to the Offices a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company bears the burden of establishing the validity of any such an assertion. The Company agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Company represents that it has timely and truthfully disclosed all factual information with respect to its activities, those of its subsidiaries, and affiliates, and those of its present and former directors, officers, employees, agents, and consultants relating to the conduct described in this Agreement and the Statement of Facts, as well as any other conduct under investigation by the Offices at any time about which the Company has any knowledge. The

Company further agrees that it shall promptly and truthfully disclose all factual information with respect to its activities, those of its parent company and affiliates, and those of its present and former directors, officers, employees, agents, and consultants about which the Company shall gain any knowledge or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company including evidence that is responsive to any requests made prior to the execution of this Agreement.

b. Upon request of the Offices, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Offices the information and materials described in Paragraph 5(a) above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Offices pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable laws and regulations, to other governmental



authorities, including United States authorities and those of a foreign government of such materials as the Offices, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term, should the Company learn of any evidence or allegation of a violation of U.S. fraud and federal program bribery laws, the Company shall promptly report such evidence or allegation to the Offices.

### **Payment of Monetary Penalty**

7. The Offices and the Company agree that application of the Guidelines to determine the applicable fine range yields the following analysis:

- a. Offense Level for Conspiracy to Commit Bribery of a Public Official. Based upon USSG §§ 2X1.1 and 2C1.1, the total offense level is 40, calculated as follows:

(a)(2) Base Offense Level	12
(b)(1) Multiple Bribes	+2
(b)(2) Profit on performed contracts and intended profit on unawarded contracts between \$25 million and \$65 million	+22
(b)(3) High-level decision making or sensitive position	+4
<b>TOTAL</b>	<hr/> 40

- b. Offense Level for Securities Fraud. Based upon U.S.S.G. § 2B1.1, the total offense level is 33, calculated as follows:

(a)(1) Base Offense Level	7
(b)(1)(K) Loss between \$9.5 million and \$25 million	+20
(b)(2)(A) 10 or more victims	+2
(b)(10)(C) Sophisticated means	+2
(b)(17)(A) \$1 million in gross receipts	+2
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<b>TOTAL</b>	33
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- c. Combined Offense Level. The offenses do not group under the Guidelines. Under USSG § 3D1.4, the combined offense level is 41.
- d. Base Fine. Based upon USSG § 8C2.4(a)(1), the base fine is \$150,000,000 (the fine indicated in the Offense Level Fine Table)
- e. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 6, calculated as follows:

(a) Base Culpability Score	5
(b)(4) the organization had 50 or more employees and an individual within substantial authority personnel participated in, condoned, or was willfully ignorant of the offense	+2
(g)(3) The organization clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	- 1

<b>TOTAL</b>	6
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Calculation of Fine Range:

Base Fine	\$150,000,000
Multipliers	1.20 (min) / 2.40 (max)
Fine Range	\$180,000,000 / \$360,000,000

8. Pursuant USSG § 8C3.1(b), the minimum Guidelines fine (\$180,000,000) is greater than the maximum fine authorized by 18 U.S.C. § 3571(d), which is \$90,955,516. Therefore, the maximum fine authorized by statute (\$90,955,516) shall be the fine under the Guidelines. Based on a 5% reduction off the Guidelines' fine (\$90,955,516), the appropriate criminal penalty that would be payable under this Agreement is \$86,407,740.20, subject to the Company's payment of a civil settlement amount of \$100,000 to the Civil Division and USAO-DC and inability to pay a criminal fine as detailed in Paragraphs 9 and 10.

9. Consistent with the Criminal Division's policy on Evaluating a Business Organization's Inability to Pay a Criminal Fine or Criminal Monetary Penalty, despite agreeing that a larger amount otherwise would be appropriate based on the law and the facts, the Company also made representations to the Offices that the Company has an inability to pay a criminal monetary penalty. Based on those representations, the Offices, with the assistance of a forensic accounting expert, conducted an independent inability-to-pay analysis, considering a range of factors outlined in the Justice Department's Inability to Pay Guidance (*see* October 8, 2019 Memorandum from Assistant Attorney General Brian Benczkowski to All Criminal Division Personnel re: Evaluating a Business Organization's Inability to Pay a Criminal Fine or Criminal Monetary 24 Penalty), including but not limited to: (i) the factors outlined in 18 U.S.C. § 3572 and the United States Sentencing Guidelines § 8C3.3(b); (ii) the Company's current financial condition; and (iii) the Company's alternative sources of capital. Based on that independent analysis, the Offices determined that paying a criminal penalty and a civil settlement amount of more than \$100,000 would substantially threaten the continued viability of the Company.

10. The Company has also agreed to pay a civil settlement amount of \$100,000 to resolve concurrently a separate investigation by the Civil Division and USAO-DC relating, in part, to the conduct described in the Statement of Facts. Considering the foregoing, the Offices have determined that the payment of any criminal monetary penalty and a civil settlement amount in an amount exceeding \$100,000 would substantially threaten the continued viability of the Company. Accordingly, in light of the Company's inability to pay more than \$100,000 and its agreement to pay the Civil Division and USAO-DC a civil settlement amount of \$100,000 in the concurrent resolution, the Offices agree not to seek a criminal penalty in this case. Nothing in this Agreement shall be deemed an agreement by the Offices that \$100,000 is the maximum penalty that may be

imposed in any future prosecution, and the Offices are not precluded from arguing in any future prosecution that the Court should impose a higher fine.

**Conditional Release from Liability**

11. Subject to Paragraphs 18 through 22, the Offices agree, except as provided in this Agreement, including Paragraph 27, that they will not bring any criminal or civil case against the Company, or any of its affiliates or subsidiaries, relating to any of the conduct described in the Statement of Facts or the Information filed pursuant to this Agreement. The Offices, however, may use any information related to the conduct described in the Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company or its parent or any of their subsidiaries or affiliates.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company or its parent or any of its subsidiaries or affiliates.

**Corporate Compliance Program**

12. The Company represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of U.S. fraud and federal program bribery laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with government officials; interacting with shareholders or companies providing financing or

equity purchases; or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C.

13. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement a review of its existing internal accounting controls, policies, and procedures regarding compliance with U.S. fraud and federal program bribery laws. Where necessary and appropriate, the Company agrees to adopt a new compliance program, or to modify its existing one, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-fraud and anti-bribery compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of U.S. fraud and federal program bribery laws. The compliance program, including the internal accounting controls system will include, but not be limited to, the minimum elements set forth in Attachment C.

#### **Corporate Compliance Reporting**

14. The Company agrees that it will report to the Offices annually during the Term regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D.

15. On the date the Term expires, the Company, by its Chief Executive Officer and Chief Compliance Officer, will certify to the Offices, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to this Agreement. Each certification will be deemed a material statement and

representation by the Defendant to the executive branch of the United States for purposes of Title 18, United States Code, Sections 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

### **Deferred Prosecution**

16. In consideration of the undertakings agreed to by the Company herein, the Offices agree that any prosecution, except as provided in this Agreement, of the Company for the conduct set forth in the Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company that is not set forth in the Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

17. The Offices further agree that if the Company fully complies with all of its obligations under this Agreement, the Offices will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the Offices shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company based on the conduct described in this Agreement and the Statement of Facts. If, however, the Offices determine during this six-month period that the Company breached the Agreement during the Term, as described in Paragraph 18, the Offices' ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 18 to 22, remains in full effect.

### **Breach of the Agreement**

18. If, during the Term, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual

culpability; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) fails to implement a compliance program as set forth in Paragraphs 12 through 13 of this Agreement and Attachment C; (e) commits any acts that, had they occurred within the jurisdictional reach of U.S. fraud and federal program bribery laws, would be a violation of U.S. fraud and federal program bribery laws; or (f) otherwise fails to completely perform or fulfill each of the Company's obligations under the Agreement, regardless of whether the Offices become aware of such a breach after the Term is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Offices in the U.S. District Court for the District of Maryland or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Offices' sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Offices are made aware of the violation or the duration of the Term plus

five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

19. In the event the Offices determine that the Company has breached this Agreement, the Offices agree to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, the Company shall have the opportunity to respond to the Offices in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Offices shall consider in determining whether to pursue prosecution of the Company.

20. In the event that the Offices determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Offices or to the Court, including the Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Offices against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Offices.



21. The Company acknowledges that the Offices have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

22. On the date the Term expires, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Offices in the form of executing the document attached as Attachment E to this Agreement that the Company has met its disclosure obligations pursuant to Paragraphs 5 and 6 of this Agreement. Each certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

**Sale, Merger, or Other Change in Corporate Form of Company**

23. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term, it undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Offices' ability to determine a breach under this Agreement is applicable in full

force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Offices at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Offices shall notify the Company prior to such transaction (or series of transactions) if they have determined that the transaction or transactions will have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined in the sole discretion of the Offices. If at any time during the Term the Company engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Offices may deem it a breach of this Agreement pursuant to Paragraphs 18-22 of this Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Offices.

#### **Public Statements**

24. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the Statement of Facts. Any such contradictory statement shall, subject to the cure rights of the Company described below in this paragraph, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraph 1 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be

imputed to the Company for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Offices. If the Offices determine that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Offices shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company.

25. The Company agrees that if it or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult with the Offices to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Company; and (b) whether the Offices have any objection to the release.

26. The Offices agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this information to such authorities, the Offices are not agreeing to advocate on behalf of the Company, but rather are agreeing to provide facts to be evaluated independently by such authorities.

**Limitations on Binding Effect of Agreement**

27. This Agreement is binding on the Company and the Offices but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Offices will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company. If the court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), all the provisions of this Agreement shall be deemed null and void, and the Term shall be deemed to have not begun, except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

**Notice**

28. Any notice to the Offices under this Agreement shall be given by electronic mail and/or personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Lucy Jennings, Acting Deputy Chief, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, Washington, D.C. 20005. Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, with copies by electronic mail, addressed to George Washington, PM Consulting Group LLC d/b/a Vistant, 1300 Pennsylvania Avenue, N.W., Suite 350, Washington, D.C. 20004. Notice shall be effective upon actual receipt by the Offices or the Company.

**Complete Agreement**

29. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and the Offices. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Offices, the attorneys for the Company and a duly authorized representative of the Company.

**AGREED:**

**FOR PM Consulting Group d/b/a Vistant:**

Date: 06/12/2025

By: *George E. Washington*  
George Washington  
PM Consulting Group LLC d/b/a Vistant

Date: 6/12/2025

By: *Michelle Bradford*  
Michelle Bradford  
Barnes & Thornburg, LLP  
Counsel for PM Consulting Group d/b/a  
Vistant

**FOR THE DEPARTMENT OF JUSTICE:**


Lorinda I. Laryea  
Acting Chief, Fraud Section  
Criminal Division  
United States Department of Justice

Date: June 12, 2025

By: *M Kahn*  
Matt Kahn  
Brandon Burkart  
Trial Attorneys

Kelly O. Hayes  
United States Attorney  
District of Maryland

Date: June 12, 2025

By:   
\_\_\_\_\_  
Patrick D. Kibbe  
Assistant United States Attorney

**CERTIFICATE OF COUNSEL**

I am counsel for PM Consulting Group d/b/a Vistant (the “Company”) in the matter covered by this Agreement. In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Executive Manager. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Executive Manager of the Company. I have fully advised her of the rights of the Company, of possible defenses, of the Sentencing Guidelines’ provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of Executive Manager, is an informed and voluntary one.

Date: 6/12/2025

By: *Michelle Bradford*  
Michelle Bradford  
Barnes & Thornburg, LLP  
Counsel for PM Consulting Group LLC d/b/a Vistant

## **ATTACHMENT A**

### **STATEMENT OF FACTS**

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the “Agreement”) between the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”), and the United States Attorney’s Office for the District of Maryland (“DMD”) (collectively, the “Offices”) and PM Consulting Group d/b/a Vistant (“Vistant”). Vistant hereby agrees and stipulates that the following information is true and accurate. Vistant admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the Offices pursue the prosecution that is deferred by this Agreement, Vistant agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts establish beyond a reasonable doubt the charges set forth in the criminal Information filed with this Agreement:

At all times material to the charges set forth in the Information filed with this Agreement:

Between in or around 2013 and in or around 2023, Walter Barnes (“Barnes”), who was the president of the defendant, PM Consulting Group LLC d/b/a Vistant (“Vistant), together with a government official and the presidents of two other U.S. government contracting companies, executed a scheme to corruptly procure \$552.5 million worth of contracts from the United States Agency for International Development (“USAID”), which was a United States government agency responsible for distributing billions in foreign aid around the world each year. In essence, by funneling at least \$1 million in bribes to the government official during the decade-long scheme, Vistant, Barnes, and their coconspirators profited by corruptly exploiting the government and diverting United States taxpayer dollars from the public fisc. Furthermore, the illicitly obtained USAID contracts also enabled Vistant, Barnes, and the government official to fraudulently induce a small business investment company into executing a \$14 million loan in exchange for which Vistant and Barnes sold artificially inflated stock warrants amounting to a 40% equity stake in Vistant.

### **RELEVANT ENTITIES AND INDIVIDUALS**

PM Consulting Group LLC d/b/a Vistant (“Vistant”), which was headquartered in Maryland and had a Washington, D.C. office in the same building as the United States Agency for International Development (“USAID”) headquarters, contracted with government agencies, including USAID, to provide services. Since 2008, Vistant had grown to 123 full-time employees and 70 independent contractors who conduct global operations. At times, Vistant served as a subcontractor to Apprio Inc. on its USAID contracts, and at other times, Apprio Inc. served as a subcontractor to Vistant on its USAID contracts. Barnes was the founder, owner and President of Vistant.

USAID was a government agency responsible for, among other things, distributing foreign aid. Roderick Watson (“Watson”) was a USAID contracting officer who was responsible for,



among other things, participating in the process through which contracts were awarded to government contractors to provide services to USAID.

Apprio, Inc. (“Apprio”), headquartered in Washington, D.C., contracted with USAID and other agencies to provide various services. Apprio hired Vistant as its subcontractor on at least one prime contract that it obtained from USAID through Watson; and Vistant hired Apprio as its subcontractor on at least two contracts that it obtained from USAID through Watson.

Company 1 contracted with government agencies to provide information technology services. Apprio hired Company 1 and Vistant (Barnes’ company) as subcontractors on USAID contracts. Paul Young (“Young”) was affiliated with Company 1. Company 1 served as a subcontractor to both Apprio and Vistant.

The Small Business Administration (“SBA”) was a government agency that, among other things, administered a federal contracting training program for socially and economically disadvantaged small business owners (the “8(a) Business Development Program”). Vistant and Apprio obtained USAID prime contracts through the 8(a) Business Development Program.

Company 2 was a company that invested its capital in various portfolio companies. In or around 2022, Company 2 purchased a 40% equity stake in Vistant through stock warrants in connection with a \$14 million loan to Vistant that Barnes negotiated.

### **BACKGROUND ON THE SBA 8(a) BUSINESS DEVELOPMENT PROGRAM AND THE SBA SMALL BUSINESS INVESTMENT COMPANY PROGRAM**

The U.S. government used taxpayer dollars to buy all types of products and services to further the mission of government agencies. In doing so, the government was required by law to consider buying products and services from small businesses.

The SBA worked with federal agencies, such as USAID, to award a portion of prime government contract dollars to eligible small businesses, including through the 8(a) Business Development Program for disadvantaged small business owners. The SBA promoted 8(a) Business Development Program participants with federal agencies like USAID to ensure that eligible disadvantaged small business owners had access to lucrative federal contracting opportunities, including through contracts that are set-aside for publicly available competition, or bidding, among 8(a) Business Development Program participants, as well as “sole source” contracts, exclusively available to a single 8(a) Business Development Program contractor without a competitive bid process.

“Prime” contractors worked directly with the government. They managed any subcontractors and were responsible for ensuring that the work was completed as defined in the contract. Unlike prime contractors, subcontractors did not work directly with the government but instead worked for other contractors.

The process of requesting proposals, evaluating bids, and awarding contracts was governed

by federal law and regulations. Like any government contractor, small business contractors were required to comply with regulations that governed the contracting process. These regulations were meant to protect the integrity of the procurement process, including provisions known as the “officials not to benefit” clause and “anti-kickback” provisions. Also to protect the integrity of competitive procurement processes, federal laws such as the Procurement Integrity Act prohibited the disclosure of sensitive procurement information.

The mission of the SBA Small Business Investment Company (“SBIC”) program was to stimulate and supplement the flow of private equity capital and long-term debt financing that American small businesses need to operate, expand and modernize their businesses. SBA did this by licensing and providing capital to professionally managed equity and debt investment funds as Small Business Investment Companies.

### **THE BRIBERY SCHEME**

Between in or around 2013 and in or around 2023, Barnes, Britt, and Young, conspired with Watson to pay bribes to Watson in exchange for Watson agreeing to influence the award of approximately \$552.5 million dollars’ worth of USAID contracts to Apprio and Vistant. As part of the scheme, Watson accepted bribes from Barnes and Britt that were often funneled through Young to conceal their source. Watson received bribes through various methods such as cash payments, bank wire transfers, Cash App and PayPal, shell companies, two new computers, two new iPhones, mortgage downpayments on two homes, payments for a wedding, debt payments, tickets to a luxury suite at an NBA game, and employment of his children with Vistant and its subcontractor. In exchange for these bribes, Watson agreed to influence the award of fourteen USAID contracts to Apprio and Vistant, as summarized in this table:

	<b>Timeframe</b>	<b>Contractor</b>	<b>Subcontractor</b>	<b>Contract Description</b>	<b>Value</b>
1)	2013-2018	Apprio	None	Staffing Contract	\$4.8 million
2)	2014-2020	Apprio	Vistant	Institutional Support	\$46 million
3)	2015-2015	Apprio	None	Knowledge Management	\$22,000
4)	2015-2018	Apprio	None	Communications Support	\$3.9 million
5)	2018-2023	Vistant	Company 1	Professional Management	\$30 million
6)	2018-2023	Vistant	Apprio/Company 1	Professional Management	\$25.5 million
7)	2018-2022	Vistant	Company 1	Administrative Support	\$3.5 million
8)	2019-2025	Vistant	None	Cybersecurity	\$19.5 million
9)	2020-2022	Vistant	Apprio	Technical Support	\$28.5 million
10)	2022-2027	Vistant	Company 1	Administrative Support	\$9 million
11)	2022-2027	Vistant	None	Technical Support	\$95 million
12)	Not Awarded	Vistant	None	Planning and Learning	\$143 million
13)	Not Awarded	Vistant	None	Planning and Learning	\$94 million
14)	Not Awarded	Vistant	None	Professional Management	\$49.8 million
<b>Approximate Total Value of Contracts</b>					<b>\$552.5 million</b>

**A. Apprio Prime Contracts 1-4 (Appx. Value of \$54.7 Million)**

On or about April 30, 2013, Britt emailed Barnes that Britt was going “to USAID Administrator’s Office to close this sole source deal.” That same day, Apprio obtained its first USAID contract. Watson directed USAID to award Apprio Contract 1 with the agency. Shortly thereafter, Watson used Young to solicit a bribe from Britt in order for Apprio to retain Contract 1. Britt agreed to pay the bribe through Young. Subsequently, Britt continued to pay bribes in connection with that first contract and to obtain and retain Contract 2, Contract 3, and Contract 4.

On or about August 8, 2014, approximately one month before Apprio obtained Contract 2, Britt and Young discussed how to conceal bribes to Watson. Britt texted Young, “If possible, give it to some other third party to give him. That way you can honestly say you never gave him anything ... never give anything but cash to you know who.” The next month, USAID awarded Apprio the second contract. That same month, after the award of the second USAID contract, Watson asked for an iPhone 6, which Britt conveyed to Watson via Young. Approximately six months later, in or around March 2015, Apprio was awarded Contract 3 through Watson.

On or about June 22, 2015, Barnes and Vistant became a subcontractor to Apprio on Contract 2. Within approximately three months, Watson became the contracting officer representative on Contract 2. Around this time, Barnes and Vistant hired Watson’s relative as a bribe and at the request of Britt. Specifically, on or about August 19, 2015, Britt texted Young about hiring Watson’s relative: “I like him a lot. Time for you to hire him!!! I can’t because of [Watson]. But I’m going to get him [Watson’s relative] employed by one of my colleagues with these good companies that are our size.” Instead of Britt hiring Watson’s relative, Barnes hired Watson’s relative to work at Vistant, who ultimately paid Watson’s relative approximately \$76,000 in salary during the scheme. Moreover, in or around the same month that Barnes and Vistant hired Watson’s relative, Apprio was awarded Contract 4 through Watson.

Shortly thereafter, Apprio graduated from the SBA’s 8(a) program and was no longer eligible to be a prime contractor for new contracts with USAID under this program. Following this development, the conspiracy adapted and shifted such that Vistant became the USAID prime contractor and Apprio served as Vistant’s subcontractor for new contracts. Barnes and his coconspirators discussed this new change in the conspiracy in text messages. For example, on or about September 2016, Young texted Barnes, “I was told by [Watson] to play this game because millions are involved so I am.”

Three days later, Barnes texted Young, “Out of USAID? You think he [Britt] wants out?”

Young replied, “Yes. He [Britt] is not planning to do anymore business with them ... Doesn’t want to do anymore pay to play.”

Barnes replied, “I see.”

**B. Vistant Prime Contracts 5-14 (Appx. Value of \$497.8 Million)**

Once Vistant became the prime contractor, the coconspirators, including Barnes and Young, continued discussing bribes to Watson.

**i. Contract 5 (Awarded, Appx. Value of \$30 Million)**

On or about April 27, 2017, Barnes and Young texted to discuss a strategy for Vistant to obtain contracts via Watson. The next month, in reply to a text from Barnes about a meeting with Watson, Young noted, “[Watson] is bugging me about the money so I will ask again tonight.”

Barnes replied, “about paying him or what we will allocate?”

Young replied, “His current payment[.]”

Barnes replied, “So you’re going to the bank right?”

Young replied, “when the money hits my account.” Moreover, around the same time that Young texted with Barnes, Young separately texted Watson, “It’s supposed to hit my account tomorrow. Where is my invoice?”

On or about September 6, 2017, Watson texted Young about Britt, “So your boy [Britt]-to talk about real business—doesn’t answer my text[.] Or phone calls[.] To add money to his awards[.] Amazing[.] Maybe [Barnes] would/will do better[.] It’s up for recompete[.]”

On or about October 24, 2017, Watson texted Young, “You got me covered? Gotta pay the Piper ....” Young replied, “Yes[.]”

On or about November 20, 2017, Watson texted Young: “Bruh about and about. I know this is a FaceTime convo [sic] but can we make sure that we are on time this month ... for this week as I don[’]t want to cuss a certain person out this week for stuff because you and I got delayed ... just came to my mind and I don[’]t want no hassle for [T]hanksgiving.”

On or about March 1, 2018, Young texted Barnes, “Send [Watson] your cap [capability] statement. There maybe [sic] a sole source [contract] in our future. Big money[.]”

Barnes replied, “Ok will do[.]”

Young replied, “[Watson] needs it for tomorrow morning.”

Barnes replied, “Sent[.]” In the email sent to Watson, Barnes stated, “Mr. Watson, Please see the attached capability statement. Feel free to contact me with any questions.”

On or about March 27, 2018, Watson and Young continued to discuss whether Barnes and Vistant could serve as the prime contractor on a USAID contract. More specifically, Watson texted

Young, “Will need to have a discussion with you [Young] and [Barnes] about an RFP [Request for Proposal] that I’ll need to put out. Have to decide on an approach[.]”

To aid that discussion, Young texted Barnes, “What’s your Thursday or Friday afternoon look like? [Watson] wants to discuss a Rfp he [is] putting out.”

On March 28, 2018, Watson emailed Barnes and Young: “[L]et me know if your firm has ‘near’ capability to either lead/manage or JV [joint venture].” Watson attached a “Market Research Memo,” which listed 18 small businesses capable of completing the contract--and which did not list Vistant—although as described below, Watson added Vistant to the list in an effort to influence the award of USAID contract to Vistant when Watson recommended that the SBA approve a sole source, noncompetitive contract to Vistant. In addition, Watson attached to his email to Barnes and Young a statement of work for the contract with the following label, “[PROCUREMENT SENSITIVE\_ DO NOT SHARE]”.

On or about March 29, 2018, a couple of days after Watson shared the procurement-sensitive information, Young texted Barnes about purchasing a suite to watch a basketball game in Washington, D.C., “\$3000 for the suite next Friday. You good?”

Barnes replied, “Call me[.]”

Young later texted Watson, “Don’t be asking questions. Getting a suite for the [W]izards game.”

Watson replied, “Phase One has been approved to start[.]”

On or about April 6, 2018, Barnes texted Young, “Need to make sure [Watson] stays focused and doesn’t give in to [Britt’s] bribes[.]”

Young replied, “Believe me that will not happen[.]”

Barnes replied, “I hear you[.]” Later that day, Barnes further texted, “I haven’t received anything from usaid yet[.]”

Young replied, “You will probably not see anything till next week. The girl is out of the office. According to [Watson].”

Barnes replied, “Ok got it[.]”

On or about April 13, 2018, Young texted Watson, “I talked with [Britt] and we should be able to work it out with [Barnes, Britt] and I. [Britt] said if that is what I wanted to do. We will meet in the morning. I do know [Barnes] is on board. [Britt should talk to him this morning.]”

Watson replied, “Wait that was a given ... did y[o]u speak to my concerns?”

Young replied, “Yes that was part of the conversation.”

On or about April 24, 2018, Barnes texted Young about arranging “a sit down w[ith] [Watson] again[.]”

Young replied, “Yes[.]”

Barnes replied, “Want to iron out agreement[.]” Five days later, Barnes texted Young, “Good meet up w [Watson.]”

Young replied that Barnes “cleared things up. Moving forward everyone is going to be happy[.]”

On or about May 3, 2018, Watson emailed Barnes and Young: “Please find attached a RFI [Request for Information] that requires response prior to providing your firm consideration of a Sole Source Award[.]”

The next day, Barnes texted Young, “I’m not sure how [Watson] wants to present it. I’m good with including E4[.]” Four days later, Barnes emailed Watson a draft response to the RFI on behalf of Vistant and Company 1.

On or about June 14, 2018, Watson emailed a memorandum to the SBA, which Watson signed, and in which Watson requested a sole source, non-competitive award of \$22 million to Vistant. In the email to the SBA, Watson copied Barnes. In the memorandum, Watson attempted to influence the award of the contract to Barnes and Vistant. Specifically, Watson stated in the memorandum:

USAID conducted market research of firms capable of meeting stated need. Taking into consideration the needed services, experience in international development, security requirements, and timeframes, one organization, [Vistant], was identified as best suited to meet the agency’s needs for administrative support services. The market research was conducted independently for this new requirement.

Moreover, Watson further requested an exception for Vistant to be awarded a higher amount specifically, \$18 million higher than the SBA threshold for sole source contracts, above which contracts must be pursued on a competitive basis: “**Request for Competitive Award Over Competitive Threshold** – This request is for a sole source award with an anticipated value of (not to exceed) \$22,000,000, which is over the competitive threshold of \$4,000,000[.]”

On or about June 20, 2018, a USAID employee, who was copied on the foregoing email to the SBA, texted Watson: “[A USAID Small Business Specialist] now wants copy of Market Research Memo. I have it dated March 9, 2018. It does not have [Company 2] listed[.] [I]s this an issue? Let me know your thoughts before I forward to [the Small Business Specialist].”



Watson replied, “Just texted u back.”

On or about June 21, 2018, the same USAID employee who sent the prior text sent an email to Watson with “REVISED MARKET RESEARCH for your review and edits” in the subject line. The USAID employee sent a new list of companies, which included Company 2, and stated, “I have attached a copy of the original Market Research Memo provided to [the Office of Acquisitions and Assistance] by [a USAID employee] dated March 9, 2018. I think it is best to keep the March 9, 2018 date on the revised letter.” Later that day, the USAID employee sent a follow up email to Watson: “Just wanted to make sure you got my draft from earlier this morning (see email below).”

Watson replied, “I did, thanks! It looks good please forward to [another USAID employee] to make sure the process moves on.”

On or about June 27, 2018, in a letter addressed to Watson, the SBA approved Watson’s request for the sole source award to Company 2, but for \$4 million, which was the maximum threshold for SBA sole source contracts, above which contracts had to be sought competitively.

On or about July 31, 2018, shortly before USAID awarded Vistant its first prime contract, Watson discussed with Young how he would approach Barnes to ask for payments. Watson texted Young, “[I]’m starting money talk with [Barnes] just to test the water[.]”

Young replied, “Do your thing my brother[.]”

Watson later stated, “[I]’m sure you appreciate the PRE work that goes into all of this—and it[']s work[.] Just to get people [in] the program office to see things my way[.] Going to signal[.]”

On or about August 15, 2018, USAID awarded Vistant its first contract, valued at approximately \$30 million (Contract 5).

**ii. Contracts 6, 7 (Awarded, Appx. Value of \$29 Million)**

On or about the day after Vistant was awarded its first USAID contract, Watson’s texts show him complaining to Young about how he (Watson), as a government employee, was not making as much as the people he was assisting (*i.e.*, Barnes and Britt) in the private sector.

On or about August 15, 2018, Watson texted Young, “[I]t[']s like I[']m out here on my own making deals so others can flourish no matter the amount I get monthly it[']s not the same as owning a business and flourishing for self ... it[']s like being on an island waiting for all the shit to hit the fan[.]”

Young replied, “I get what you are saying. Why don[']t you make that leap. I would help 100%. We could team or however you want to[.]”

Watson replied, “Not until this all comes full circle and where I am sure that I am thoroughly entrenched with future projects with [US]AID and now the State Department... at least 2yrs[.]”

In addition, within two months of receiving its first USAID contract through Watson in or around August 2018, Vistant received two additional USAID contracts. On September 11, 2018, USAID awarded Vistant its second contract, for which Apprio was a subcontractor, valued at approximately \$25.5 million. Watson emailed Barnes, formally referring to Barnes as “Mr.” and stating: “Please also provide times . . . for you and your firm to meet for a formal award kickoff meeting with me and the cognizant Contracting Officers Representative. Congratulations on your award and your future work with USAID.” In awarding this second contract to Vistant, Watson included Young on the email to Barnes. In addition, Watson sent this same email a second time to Barnes, and blind carbon copied an account for a shell company that Watson incorporated. Other emails show that Watson used this shell company to submit fake invoices to Young to receive payments that originated from Barnes. On or about October 3, 2018, Vistant was awarded its third USAID contract, valued at approximately \$3.5 million.

**iii. Contract 8 (Awarded, Appx. Value of \$19.5 Million)**

Approximately one year after receiving an initial set of three contracts from USAID in or around the summer of 2018, Barnes and his coconspirators continued to discuss the scheme to secure additional contracts through bribes in or around the summer of 2019.

For example, emails and text messages among Barnes, Young, and Watson on or about July 10 and 11, 2019, show that they met at a restaurant shortly before USAID awarded Vistant another contract. After exchanging text messages with Young and Watson about the meeting, Barnes replied on July 11, “[S]ee y’all there,” and a few hours later, “At the bar, got a table for three[.]” On or about August 16, 2019, Vistant was awarded its fourth contract.

**iv. Contract 9 (Awarded, Appx. Value of \$28.5 Million)**

In or around the months leading to USAID’s award of a fifth contract to Vistant, Barnes, Watson, and Young continued engaging in the bribe scheme. Around this time, the amount of the bribe payments to Watson increased.

On or about January 2, 2020, Barnes texted Young, “Has Apprio paid you yet?” The next day, Barnes texted Young, “Did Apprio get back to you?” On January 7, 2020, Barnes texted Young, “Did [Apprio] pay you?”

Young replied, “[I’m] on the phone with [Britt].” Around that time, Young exchanged text messages with Britt about having Apprio’s Accountant send payments to Watson through Young.

Britt texted Young, “6500,” and, “I thought it was 4000. [Apprio’s Accountant] told me that number.”



Young replied, “Done[.]”

Britt stated, “I gave you the wrong number. It’s worse,” and “7500[.]”

Young replied, “[W]ill redo[.]” Young funneled monthly payments to Watson that increased around this time from \$4,000 to \$7,500. Furthermore, Watson had requested the increased bribe payments.

On or about January 13, 2020, Barnes arranged for Company 1 to serve as a subcontractor to Vistant on a USAID contract. That day, Watson emailed Barnes and blind carbon copied Young. The email included a document titled, “USAID endorsement letter to Company 1.” This was an official USAID letter from Watson to Barnes and Vistant, which stated Vistant was “requesting to add [Company 1] to this contract as a sub-contractor.” The letter further stated: “It is to my [Watson’s] understanding that [Company 1] brings a capability in agile solutions and IT managed services which will support [Vistant] in satisfying their contractual requirements on both the unclassified side and classified support side up to Top Secret level support.” Ultimately, Watson approved Barnes’ request to add Company 1 as a subcontractor.

On or about June 2, 2020, Watson submitted a fraudulent invoice to Young and Company 1 through his shell company. The following month, Vistant was awarded its fifth USAID contract for which Apprio served as a subcontractor. Watson submitted four invoices through his shell company monthly through in or around October 2020.

In or around October 2020, Vistant and Barnes paid Company 1 to hire Watson’s relative, whom Vistant and Barnes had previously hired when Vistant was a subcontractor to Apprio, as described above. Just as Apprio had used Vistant to conceal the bribe to Watson, now that Vistant was a USAID prime contractor, Vistant used Apprio to conceal the bribe to Watson. Barnes hired Watson’s relative to work at Company 1—but in fact through Vistant—who ultimately paid Watson’s relative approximately \$196,800 in salary during the scheme.

**v. Contracts 10, 11 (Awarded, Appx. Value of \$104 Million)**

In or around 2021, Barnes paid for a country club wedding for Watson, which cost over \$30,000. At times, Barnes spoke directly with the planner. Prior to paying the balance, Barnes arranged with Young to use a sham company and invoice to send a separate \$30,000 to Watson. The day after the wedding, Watson received a Tesla purchased through a loan with monthly payments that coincided with the timing of bribes from Barnes.

In or around August 2021, and in the months following Watson’s wedding, Barnes continued to transfer payments to Watson via Vistant and Company 1 (through Young as an intermediary). Examples of such transfers include Young transferring to Watson the same amount of money that Barnes transferred to Young the same day. During this time, Vistant was awarded its sixth and seventh USAID contracts.

**vi. Contract 12 (Not Awarded, Appx. Value of \$143 Million)**

After Vistant received seven contracts from USAID, Barnes attempted to obtain more contracts by receiving confidential procurement information from Watson, and by steering more bribes, including a sham “gift letter” in connection with the purchase of Watson’s new house.

In or around August 2022, Watson provided Barnes with a technical evaluation package containing confidential source-selection information as to the status of proposals Vistant’s competitors submitted for the award of a contract with a value of approximately \$143 million (Contract 12). The package included USAID’s assessment of the strengths and weaknesses of bids indicating Vistant was not the top candidate.

Between in or around August and in or around September 2022, Barnes withdrew funds from a Vistant account to purchase cashier’s checks totaling more than \$50,000 that were used to pay off personal debts of Watson. For example, one of the checks that Barnes purchased was issued to a creditor for expenses that Watson incurred when he vacationed at Martha’s Vineyard.

In or around October 2022, as the evaluation of bids was ongoing, Barnes paid Watson approximately \$60,000 in two transfers through Young. Watson used these payments at the closing on their new home. Before the closing, Young emailed a “Gift Letter” for the \$60,000, which was supposed to be submitted to the mortgage lender. The letter indicates that Young is a “Friend” and states, “The recipient and the donor also agree that the gift does not have to be repaid.” Ultimately, Young was falsely listed as “Brother” in the form that was submitted. The next month, Watson submitted to the lender a similar “Gift Letter” which falsely listed Barnes as “Cousin” and which related to two of the above-described checks that Barnes had purchased to pay down Watson’s debt.

**vii. Contracts 13, 14 (Not Awarded, Appx. Value of \$143.8 Million)**

As described above, the scheme initially came to USAID’s attention in late 2022, after a former employee of Vistant showed sensitive procurement information to a competitor, which then reported this misconduct to USAID. Watson and Barnes later discussed this revelation in texts.

On or about January 18, 2023, Watson stated, “Was told today that we are back at business as usual. That there are no findings. ... From me to you. We can’t get lax ever again. Gotta stay tight. This coulda [sic] gone way worse. I gotta admit to you that I was way pissed at how all of this happened as I am sure you can understand.”

Barnes replied, “Yes but understand and I feel horrible and sorry about it all.” Having not been fully revealed, the scheme continued, but no additional contracts were awarded to Vistant as a result.

In conclusion, by funneling at least \$1 million in bribes to Watson during the decade-long scheme, Vistant, Barnes, and their coconspirators profited by corruptly exploiting the government and diverting United States taxpayer dollars from the public.

## THE SECURITIES FRAUD SCHEME

In 2022, while their bribery scheme was ongoing, Vistant, Barnes and Watson defrauded Company 2, including one of its investment pools that was licensed by the SBA as an SBIC.

Barnes and Watson fraudulently induced Company 2 into executing a Credit Agreement with Vistant in which Barnes sold a 40% equity stake in Vistant in the form of stock warrants. The Credit Agreement through which Barnes transferred the stock warrants contained several terms, including a \$14 million loan to Vistant via two investment pools—one of which was an SBIC fund that financed \$2.8 million (or 20%) of the loan. An additional term required that Company 2 pay a nominal value for the warrants (one cent for each unit or approximately \$40). Another term provided that Barnes could pay himself a dividend from the loan of up to \$10 million.

During the scheme, Watson agreed at Barnes' request to speak with Company 2 about Vistant's performance. This endorsement was intended to induce Company 2 to enter into the Credit Agreement, in part, by omitting the material fact that Barnes had regularly bribed Watson for years. In addition, shortly after Barnes signed the Credit Agreement on behalf of Vistant on about March 22, 2022, Barnes funneled an increased bribe payment to Watson through Young.

Barnes also intended to induce Company 2 to reach a deal with Vistant through materially false representations in the Credit Agreement. For example, Section 5.16 ("Compliance with Laws") states, "Each of the Loan Parties and each Subsidiary is in compliance in all material respects with the requirements of all Laws applicable to it[.]" This representation was materially false because the scheme had been ongoing at the time that Barnes signed the Credit Agreement.

Barnes and Watson also intentionally omitted material information about specific contracts to induce Company 2 to enter into the Credit Agreement. For example, Section 5.20 of the Credit Agreement ("Material Agreements") provides more specificity about certain contracts, including those that, in truth and in fact, were procured through bribes: "A complete and accurate list of all Material Contracts of the Borrower and its Subsidiaries as of the Closing Date is set forth on Schedule 5.20." Schedule 5.20 of the Credit Agreement lists four USAID contracts that Watson had awarded (or influenced the award of) in exchange for bribes from Barnes.

In addition, Barnes made the materially false representation that he did not obtain such contracts—or any contracts—through bribery or fraud: Section 5.24 of the Credit Agreement ("Government Contracts") provides that no party "offered ... any unlawful bribe ... to any ... government official or employee [or] procured a contract ... through fraud or collusion."

In fact, by the time that Barnes made these representations to Company 2, Vistant had secured five USAID contracts through bribery, as noted above. Then, the day after Barnes signed the Credit Agreement (March 22, 2022), Vistant was awarded through Watson a USAID contract valued at \$9 million (Contract 6). Moreover, approximately six weeks later, Vistant was awarded through Watson a contract valued at \$95 million (Contract 7). Barnes was paying bribes to Watson throughout this same period.

Ultimately, once Company 2 learned of the bribe scheme, it declared a breach of the Credit Agreement and recalled the loan, which Vistant repaid with interest and penalties. In or around 2025, Company 2, which up to that point had not exercised its right to purchase a 40% equity stake in Vistant, sold its stock warrants for approximately \$1 million. This \$1 million transaction was a loss vis-à-vis its internal valuation of its 40% equity stake in Vistant, which it valued (before it learned of the scheme) at approximately \$9,885,000.

**ATTACHMENT B**

**COMPANY OFFICER'S CERTIFICATE**

PM Consulting Group d/b/a Vistant (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section, and the U.S. Attorney's Office for the District of Maryland ("DMD") (collectively, the "Offices"), regarding issues arising in relation to certain improper payments to a public official to facilitate the award of contracts and assist in obtaining business for the Company as well as engaging in securities fraud.

The Third Amendment to the Fifth Amended and Restated LLC Agreement ("Operating Agreement") of the Company eliminated the Board of Managers and authorized the Executive Manager to manage the business of the Company. I, Katherine White, am the Executive Manager of the Company and pursuant to the Company's Operating Agreement, have complete discretion and authority to manage and control the Company's business affairs, including making all decisions that affect the business and affairs of the Company.

I have read this Agreement and carefully reviewed every part of it with outside counsel for PM Consulting Group d/b/a Vistant (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the

Executive Manager for the Company, have complete authority to enter into this Agreement on behalf of the Company, and authorize George Washington, Vistant's Chief Executive Officer, to execute this Agreement on behalf of the Company.

Date: June 12, 2025

PM Consulting Group LLC d/b/a Vistant

By:



---

Katherine White  
Executive Manager

;

**ATTACHMENT C**

**CORPORATE COMPLIANCE PROGRAM**

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with U.S. fraud and federal program bribery laws, PM Consulting Group LLC d/b/a Vistant (the “Company”) agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-fraud and federal program bribery compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of U.S. fraud and federal program bribery laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company’s existing internal controls, compliance code, policies, and procedures:

*Commitment to Compliance*

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to compliance with its corporate policy against violations of U.S. fraud and federal program bribery laws, its compliance policies, and its Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Company will ensure that mid-level management throughout its organization reinforce leadership's commitment to compliance policies and principles and encourage employees to abide by them. The Company will create and foster a culture of ethics and compliance with the law in their day-to-day operations at all levels of the Company.

*Periodic Risk Assessment and Review*

3. The Company will implement a risk management process to identify, analyze, and address the individual circumstances of the Company, in particular the U.S. fraud and federal program bribery risks facing the Company.

4. On the basis of its periodic risk assessment, the Company shall take appropriate steps to design, implement, or modify each element of its compliance program to reduce the risk of violations of U.S. fraud and federal program bribery laws, its compliance policies, and its Code of Conduct.

*Policies and Procedures*

5. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of U.S. fraud and federal program bribery laws, which shall be memorialized in a written compliance policy or policies.

6. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of U.S. fraud and federal program bribery laws and the Company's compliance policies and Code of Conduct, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of U.S. fraud and federal program bribery laws by personnel at all levels of the Company. These anti-fraud policies and procedures shall apply to all directors,



officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company, including all agents and business partners. The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company.

7. The Company will ensure that it has a system of internal controls, reasonably designed to ensure the completeness and accuracy of records pertaining to U.S. fraud and federal program bribery laws.

8. The Company shall review its anti-fraud and federal program bribery compliance policies and procedures as necessary to address changing and emerging risks and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

*Independent, Autonomous, and Empowered Oversight*

9. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-fraud and federal program bribery compliance policies and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Company's Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources, authority, and support from senior leadership to maintain such autonomy.

*Training and Guidance*

10. Company will implement mechanisms designed to ensure that its Code of Conduct and anti-fraud and federal program bribery compliance policies and procedures are effectively

communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) metrics for measuring knowledge retention and effectiveness of the training. The Company will conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

11. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-fraud and federal program bribery compliance policies and procedures, including when they need advice on an urgent basis.

*Confidential Reporting Structure and Investigation of Misconduct*

12. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the Company's Code of Conduct or anti-fraud and federal program bribery compliance policies and procedures and protection of directors, officers, employees, and, where appropriate, agents and business partners who make such reports. To ensure effectiveness, the Company commits to following applicable anti-retaliation and whistleblower protection laws, and to appropriately training employees on such laws.

13. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of U.S. fraud and federal program bribery laws or the Company's anti-fraud and federal program bribery compliance policies and procedures.

*Compensation Structures and Consequence Management*

14. The Company will implement clear mechanisms amongst all directors, officers, employees, and, where necessary and appropriate, parties acting on behalf of the Company, to incentivize behavior that complies with the Company's corporate policy against violations of the U.S. fraud and federal program bribery laws, its compliance policies, and its Code of Conduct. These incentives shall include, but shall not be limited to, the implementation of criteria related to compliance in the Company's compensation and bonus system.

15. The Company will institute appropriate disciplinary procedures to address, among other things, violations of U.S. fraud and federal program bribery laws and the Company's Code of Conduct and anti-fraud and federal program bribery compliance policies and procedures by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, Code of Conduct, and compliance policies and procedures and making modifications necessary to ensure the overall anti-fraud and federal program bribery compliance program is effective.

*Third-Party Management*

16. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

- a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;
- b. informing agents and business partners of the Company's commitment to abiding by U.S. fraud and federal program bribery laws, and of the Company's Code of Conduct and anti-fraud and federal program bribery compliance policies and procedures; and
- c. seeking a reciprocal commitment from agents and business partners.

17. The Company will engage in ongoing monitoring and risk management of third-party relationships through updated due diligence, training, audits, and/or annual compliance certifications by the third party.

18. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the U.S. fraud and federal program bribery laws, which may, depending upon the circumstances, include: (a) representations and undertakings relating to compliance with the U.S. fraud and federal program bribery laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of U.S. fraud or federal program bribery laws, the Company's Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

*Mergers and Acquisitions*

19. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate anti-fraud and federal program bribery due diligence by legal, accounting, and compliance personnel.

20. The Company will ensure that the Company's Code of Conduct and compliance policies and procedures regarding the U.S. fraud and federal program bribery laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 10 above on U.S. fraud and federal program bribery laws and the Company's compliance policies and procedures regarding U.S. fraud and federal program bribery laws;

b. where warranted, conduct an anti-fraud and federal program bribery specific audit of all newly acquired or merged businesses as quickly as practicable;

c. where warranted, establish a plan to integrate the acquired businesses or entities into the Company's enterprise resource planning systems as quickly as practicable.

*Monitoring and Testing*

21. The Company will conduct periodic reviews and testing of all elements of its compliance program to evaluate and improve their effectiveness in preventing and detecting violations of U.S. fraud and federal program bribery laws and the Company's Code of Conduct

and anti-fraud and federal program bribery compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

22. The Company will ensure that compliance and control personnel have sufficient direct or indirect access to relevant sources of data to allow for timely and effective monitoring and/or testing of transactions.

*Analysis and Remediation of Misconduct*

23. The Company will conduct a root cause analysis of misconduct, including prior misconduct, to identify any systemic issues and/or any control failures. The Company will timely and appropriately remediate the root causes of misconduct. The Company will ensure that root causes, including systemic issues and controls failures, and relevant remediation are shared with management as appropriate.

ATTACHMENT D

**COMPLIANCE REPORTING REQUIREMENTS**

PM Consulting Group LLC d/b/a Vistant (the “Company”) agrees that it will report to the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney’s Office for the District of Maryland (collectively, the “Offices”) periodically. During the Term, the Company shall review, test, and update its compliance program and internal controls, policies, and procedures described in Attachment C. The Company shall be required to: (i) conduct an initial (“first”) review and submit a first report and (ii) conduct and prepare at least two follow-up reviews and reports, as described below. Prior to conducting each review, the Company shall be required to prepare and submit a workplan for the review.

In conducting the reviews, the Company shall undertake the following activities, among others: (a) inspection of relevant documents, including the Company’s current policies, procedures, and training materials concerning compliance with U.S. fraud and federal program bribery laws; (b) inspection and testing of the Company’s systems procedures, and internal controls, including record-keeping and internal audit procedures at sample sites; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and comprehensive testing of the Company’s compliance program.

***Written Work Plans, Reviews and Reports***

- a. The Company shall conduct a first review and prepare a first report, followed by at least two follow-up reviews and reports.
- b. Within sixty (60) calendar days of the date this Agreement is executed, the Company shall, after consultation with the Offices, prepare and submit a written work plan to

address the Company's first review. The Offices shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

c. With respect to each follow-up review and report, after consultation with the Offices, the Company shall prepare a written work plan within forty-five (45) calendar days of the submission of the prior report, and the Offices shall provide comments within thirty (30) calendar days after receipt of the written work plan.

d. All written work plans shall identify with reasonable specificity the activities the Company plans to undertake to review and test each element of its compliance program, as described in Attachment C.

e. Any disputes between the Company and the Offices with respect to any written work plan shall be decided by the Offices in its sole discretion.

f. No later than one year from the date this Agreement is executed, the Company shall submit to the Offices a written report setting forth: (1) a complete description of its remediation efforts to date; (2) a complete description of the testing conducted to evaluate the effectiveness of the compliance program and the results of that testing; and (3) its proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of U.S. fraud laws and federal program bribery laws. The report shall be transmitted to:

Deputy Chief – MIMF Unit  
Deputy Chief – CEC Unit  
Criminal Division, Fraud Section  
U.S. Department of Justice  
1400 New York Avenue, NW  
Washington, DC 20005

The Company may extend the time period for issuance of the first report with prior written approval of the Offices.



***Follow-up Reviews and Reports***

g. The Company shall undertake at least two follow-up reviews and reports, incorporating the views of the Offices on the Company's prior reviews and reports, to further monitor and assess whether the Company's compliance program is reasonably designed, implemented, and enforced so that it is effective at deterring and detecting violations of U.S. fraud and federal program bribery laws.

h. The first follow-up ("second") review and report shall be completed by no later than one year after the first report is submitted to the Offices.

i. The second follow-up ("third") report shall include a plan for ongoing improvement, testing, and review of the compliance program to ensure the sustainability of the program. The third report shall be completed and delivered to the Offices no later than thirty (30) days before the end of the Term.

j. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Offices.

***Confidentiality of Submissions***

g. Submissions by the Company, including the work plans and reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the submissions and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent the Offices determine in their sole discretion that disclosure would

be in furtherance of the Offices' discharge of their duties and responsibilities or is otherwise required by law.

**ATTACHMENT E**

**CERTIFICATION**

To: United States Department of Justice  
Criminal Division, Fraud Section  
Attention: Chief of the Fraud Section

United States Department of Justice  
United States Attorney's Office for the District of Maryland  
Attention: United States Attorney for Maryland

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 23 of the deferred prosecution agreement ("the Agreement") filed on [DATE] in the United States District Court for the District of Maryland, by and between the United States of America and PM Consulting Group LLC d/b/a Vistant (the "Company"), that undersigned are aware of the Company's disclosure obligations under Paragraphs 5 and 6 of the Agreement, and that the Company has disclosed to the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the District of Maryland (collectively, the "Offices") any and all evidence or allegations of conduct required pursuant to Paragraph 6 of the Agreement, which includes evidence or allegations of any violation of U.S. fraud and federal program bribery laws committed by the Company's employees or agents ("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company's compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph 6 and the representations contained in this

certification constitute a significant and important component of the Agreement and of the Offices' determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Chief Executive Officer and the Chief Financial Officer of the Company, respectively, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the District of Maryland. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the District of Maryland.

Date: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Name (Signed): \_\_\_\_\_  
Chief Executive Officer  
PM Consulting Group LLC d/b/a Vistant

Date: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Name (Signed): \_\_\_\_\_  
Chief Financial Officer  
PM Consulting Group LLC d/b/a Vistant

ATTACHMENT F

**COMPLIANCE CERTIFICATION**

To: United States Department of Justice  
Criminal Division, Fraud Section  
Attention: Chief of the Fraud Section

United States Department of Justice  
United States Attorney's Office for the District of  
Maryland  
Attention: United States Attorney for Maryland

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 16 of the Deferred Prosecution Agreement filed on [DATE], in the United States District Court for the District of Maryland, by and between the United States of America and PM Consulting Group LLC d/b/a Vistant (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 13 and 14 of the Agreement, and that, based on a review of the Company's reports submitted to the Department of Justice, Criminal Division, Fraud Section and United States Attorney's Office for the District of Maryland pursuant to Paragraph 15 of the Agreement, the reports are true, accurate, and complete.

In addition, the undersigned certify that, based on the undersigned's review and understanding of the Company's anti-fraud and federal program bribery compliance program, the Company has implemented an anti-fraud and federal program bribery compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance program is reasonably designed to detect and prevent violations of U.S. fraud and federal program bribery laws throughout the Company's operations.

The undersigned hereby certify that they are respectively the Chief Executive Officer

(“CEO”) of the Company and the Chief Compliance Officer (“CCO”) of the Company and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the District of Maryland. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the District of Maryland.

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Name (Signed): \_\_\_\_\_  
Chief Executive Officer  
PM Consulting Group LLC d/b/a Vistant

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Name (Signed): \_\_\_\_\_  
Chief Compliance Officer  
PM Consulting Group LLC d/b/a Vistant