

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the United States Department of State (“State Department”) (collectively the “United States”) and DynCorp International, LLC (“DynCorp”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. On July 19, 2016, the United States filed an action in the United States District Court for the District of Columbia captioned *United States v. DynCorp International, LLC*, Case No. 1:16-cv-01473 (the “Civil Action”).

B. During the period covered by the Civil Action, DynCorp was a company headquartered in Irving, Texas and Falls Church, Virginia that provided a range of services to civilian and military government agencies. DynCorp was acquired by Amentum (“Amentum”), another government contractor in 2020, and Amentum is DynCorp’s parent company (collectively, the “DynCorp Entities”).

C. In the Civil Action, the United States contends that it has certain civil claims against DynCorp arising from DynCorp’s alleged knowing submission of false claims to the United States for the provision of lodging and local national labor from February 18, 2004, to February 17, 2008, under a contract with the Department of State to train Iraqi police forces, known as the “CIVPOL” contract. Those claims and the alleged conduct upon which they are based are set forth in the United States’ Complaint in the Civil Action and are hereinafter referred to as the “Covered Conduct.”

D. This Settlement Agreement is neither an admission of liability by DynCorp nor a concession by the United States that its claims are not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. The DynCorp Entities shall pay to the United States \$21,000,000 (“Settlement Amount”), of which \$9,227,357 is restitution, as well as interest on the Settlement Amount at a rate of 5% from February 18, 2025, by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice, no later than 7 days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States’ receipt of the Settlement Amount plus interest due under Paragraph 1, the United States releases DynCorp, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. The DynCorp Entities waive and shall not assert any defenses DynCorp may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. The DynCorp Entities fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and

expenses of every kind and however denominated) that the DynCorp Entities have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of the DynCorp Entities, and their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) the DynCorp Entities' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment made to the United States by the DynCorp Entities pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by the DynCorp Entities, and the DynCorp Entities

shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Within 90 days of the Effective Date of this Agreement, the DynCorp Entities shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by the DynCorp Entities or any of their subsidiaries or affiliates from the United States. The DynCorp Entities agree that the United States, at a minimum, shall be entitled to recoup from them any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine the DynCorp Entities' books and records and to disagree with any calculations submitted by the DynCorp Entities or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by the DynCorp Entities, or the effect of any such Unallowable Costs on the amount of such payments.

7. This Agreement is intended to be for the benefit of the Parties only.

8. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

9. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

11. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Columbia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

13. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

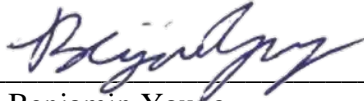
15. DynCorp is authorized to bind and act on behalf of the DynCorp Entities for purposes of this Agreement. This Agreement is binding on DynCorp's successors, transferees, heirs, and assigns.

16. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

17. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

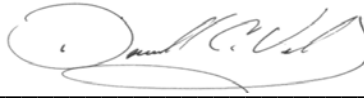
THE UNITED STATES OF AMERICA

DATED: 4/9/2025

BY:  _____

Benjamin Young
Jeffrey McSorley
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 4/9/2025

BY:  _____

Darrell Valdez
Assistant United States Attorney
District of Columbia

DYNCORP INTERNATIONAL, LLC


DATED: 4/9/2025

BY: 

Mark Esposito
President, DynCorp International, LLC

On behalf of the DynCorp Entities

DATED: 4/9/2025

BY: 

Vincent H. Cohen Jr.
Benjamin E. Rosenberg
Dechert LLP

Counsel for the DynCorp Entities