SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice ("DOJ") and on behalf of the United States Department of Justice (collectively the "United States"), Mark Goldman & Associates, and Mark Goldman (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Justice Solutions Group, LLC ("JSG") is a Closter NJ based consulting business that focuses on criminal justice issues including correctional facilities planning. JSG also operates under the name International Partnership for Youth ("IPFY"). Attorney Shelley Zavlek is the President of JSG. Mark Goldman & Associates ("MGA") is a justice facilities planning firm located in Atlanta, GA, and is operated by Mark Goldman. In addition to its DOJ-funded work related to Tribal planning, design, and construction projects, MGA also conducts needs assessments and planning services to various city, county, federal, and state government clients. Justice Planners International, LLC ("JPI") was a joint venture between MGA and JSG/IPFY. JPI was formed in 2001 for the purpose of assisting Native American tribes in their planning, design, and construction of juvenile and adult justice facilities largely with DOJ funding. JPI was disbanded at the end of 2010 and since then there have been no working or other relationships between MGA and JSG/IPFY.

B. The United States contends that it has certain civil claims against JPI which was comprised of MGA and JSG/IPFY, arising from the management of $2,369,838 in DOJ grant funds for grant number 2006-IP-BX-K001. For the period 2006 to 2010, JPI requested and collected these funds from the government and in so doing, certified that every claim was

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supportable, allocable, and allowable and that they would maintain adequate records to support these assertions. JPI paid MGA approximately $1,179,237.69 of these funds for personnel, overhead and other expenses, distributed approximately $1,129,459.65 to another entity for their personnel, overhead and other expenses, and distributed the remainder for other direct program expenses. In total, approximately $1,559,560 of the grant funds collected by JPI were for personnel and fringe benefit costs. This settlement covers and satisfies all of the obligations of MGA and Mark Goldman under grant number 2006-IP-BX-K001 ("Covered Conduct") with the exception of the specific remaining items disputed in the JPI Audit Report GR-40-14-005 as noted below in Terms and Conditions, Paragraph 3.

C. This Settlement Agreement is neither an admission of liability by MGA and Mark Goldman 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. MGA and Mark Goldman shall pay to the United States One Hundred and Five Thousand Dollars ($ 105,000.00) (the "Settlement Amount") by electronic funds transfer pursuant to written instructions to be provided by District of New Jersey, United States Attorney's Office, no later than 10 days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 below (concerning excluded claims), and conditioned upon MGA and Mark Goldman's full payment of the Settlement Amount, the United States releases MGA and Mark Goldman from any civil and/or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-

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3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; and/or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Excluded from Covered Conduct are three items questioned in the JPI Audit Report GR-40-14-005 that remain unresolved and to which Mark Goldman is responding separately to the Office of Justice Programs, Office of Audit, Assessment Audit and Review Division:

a. $7,602 paid by JPI to consultants;

b. $2,780 paid by JPI to JPI's accountant; and

c. $2,200 for meeting-related expenses authorized by MGA's former partner in JPI, Shelly Zavlek.

To the extent that any of the above amounts, totaling $12,582, cannot be satisfactorily resolved otherwise, as MGA was a fifty percent (50%) partner of JPI, the liability of MGA and Mark Goldman shall be limited to no greater than fifty percent (50%) of these three sums (a, b, and c above) that remain in dispute.

4. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims 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, 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;

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e. Any liability based upon obligations created by this Agreement.

5. MGA and Mark Goldman waive and shall not assert any defenses MGA and Mark Goldman 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. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

6. MGA and Mark Goldman fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that MGA and Mark Goldman 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.

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

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

9. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without compulsion.

10. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District

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Court for the District of New Jersey. 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.

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

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

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

14. This Agreement is binding only upon the United States, MGA, and Mark Goldman.

15. Mark Goldman and MGA understand that the United States cannot keep this agreement confidential and that information regarding this agreement including the actual Settlement Agreement may be released to the public.

16. 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.

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THE UNITED STATES OF AMERICA – PLAINTIFF

PAUL J. FISHMAN
United States Attorney

DATED:_____ BY: _____

ANTHONY J. LABRUNA
Assistant United States Attorney
District of New Jersey

MARK GOLDMAN AND MARK GOLDMAN & ASSOCIATES – DEFENDANT

DATED: 11/16/14 BY: Mark Harris Goldman
MARK GOLDMAN
For himself and as President of Mark Goldman & Associates

CHILIVIS, COCHRAN, LARKINS & BEVER, LLP

DATED: 11/17/14 BY: _____
BRIAN MCEVOY
Counsel for Mark Goldman and
Mark Goldman & Associates