SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among (i) the United States of America, acting through the United States Department of Justice ("Department of Justice") and on behalf of the United States Agency for International Development ("USAID") and the United States Department of State ("Department of State") and (ii) Carleena Graham and any alias thereof ("Graham"), the United States and Graham each a "Party" and collectively the "Parties", through their authorized representatives.

RECITALS

A. The United States contends that it has certain civil and administrative claims against Graham arising from the following alleged conduct. The actions, transactions, occurrences, and alleged wrongdoing set forth in this Paragraph A are herein collectively referred to as the "Covered Conduct."

i. Graham was hired by World Learning Inc. as Director of Human Resources on June 9, 2014. She was promoted to Division Vice President of Human Resources on January 25, 2016, and subsequently promoted to Vice President of Human Resources and Administration on July 1, 2018.

ii. At the time of the Covered Conduct, World Learning was a non-profit global development and exchange organization that delivered educational and professional training programs and people-to-people exchange opportunities around the world. World Learning was also a recipient of USAID and Department of State funds through various grants, contracts, and negotiated indirect cost rate agreements ("NICRA") totaling several million dollars.

iii. On August 5, 2022, the U.S. Agency for International Development Office of Inspector General ("USAID OIG") and the U.S. Department of State Office of

Inspector General ("State Department OIG") received an email stating that Graham misappropriated funds charged to indirect cost pools partially funded by USAID and the Department of State to benefit herself and other organizations with which she was affiliated ("third party organizations").

iv. Graham submitted fraudulent vendor invoices and other false documents as support for government reimbursements during the period of approximately 2015 to 2022. The fraudulent vendor invoices and other false documentation she submitted during this period were associated with approximately 35 different vendors.

v. During the investigation, Graham admitted that she arranged for goods and services to be delivered to third party organizations, and then fraudulently arranged for World Learning to pay for these goods and services via electronic transfers from its Vermont bank account.

vi. Graham admitted that she falsified invoices submitted by vendors for payment of the goods and services to make it appear as though World Learning was the recipient of the goods and services. Graham further admitted she often misused her access to World Learning's credit cards to pay expenses incurred by the third-party organizations.

vii. As part of her schemes, Graham also directed individuals via email to provide reimbursement to her personal CashApp account, falsified documents to represent World Learning as a co-sponsor for other organizations, and falsely represented herself as an account representative for World Learning and other organizations to misdirect funds.

viii. Of the amounts fraudulently taken from World Learning, $355,799.48 were funds provided to World Learning by USAID and the Department of State. These funds were a part of World Learning's indirect cost pools and Negotiated Indirect Cost Rate Agreements ("NICRA"). Overall, Graham submitted or caused to be submitted a minimum of 363 false claims to USAID and the Department of State.

ix. Graham pled guilty in the District of Vermont to one count of wire fraud in violation of 18 U.S.C. § 1343 for the above-described conduct. *United States v. Carleena Graham*, Case No. 23-cr-57. On March 18, 2024, Graham was sentenced to a 4-year probation term and ordered to make restitution to World Learning in accordance with 18 U.S.C. §§ 2248, 2259, 2264, 2327, 3663, 3663A, and 3664.

B. This Agreement is made in compromise of disputed claims. This Agreement is not an admission of facts or liability by Graham 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 Agreement, the Parties agree and covenant as follows.

TERMS AND CONDITIONS

1. Graham agrees to settle this matter for $160,000.00 (one hundred sixty thousand dollars) (the "Settlement Amount"). Graham shall pay the Settlement Amount by electronic funds transfer pursuant to written instructions to be provided by the Department of Justice, in accordance with the Payment Schedule set forth in Exhibit A. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. Subject to the exceptions in Paragraph 3 below (concerning excluded claims), and conditioned upon Graham's full payment of the Settlement Amount, the United States releases

Graham 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; the Contract Disputes Act, 41 U.S.C. §§ 7101-7109; or common law theories of breach of contract, payment by mistake, unjust enrichment, negligent misrepresentation, or fraud.

3. Notwithstanding the releases given in Paragraph 2 above, 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. Any administrative liability (except administrative monetary claims noted in Paragraph 2 above), 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 for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

g. Any liability for failure to deliver goods or services due; and

h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. Graham waives and shall not assert any defenses Graham 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. Graham fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney fees, costs, and expenses of every kind and however denominated) that Graham has 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. In the event that Graham fails to make a payment set forth in Paragraph 1 by the date such payment is due in accordance with the Agreement ("Payment Default"), Graham shall be in default of this Agreement.

a. In the event of a Payment Default, the United States will provide written notice of the Default ("Notice of Payment Default") to Graham, and Graham shall have an opportunity to cure the Default within thirty business days from the date the Notice of Payment Default is sent ("Payment Default Cure Period") by paying the outstanding balance of the scheduled payment due.

b. Notice of Payment Default will be delivered to the following individuals by email, mail, hand delivery, and/or express means of delivery: Carleena Graham or to such other representative as the Parties shall agree to in writing.

c. If Graham fails to cure the Payment Default within the Payment Default Cure Period, the entire unpaid balance of the Settlement Amount shall become immediately due and payable, and Graham agrees (i) to the entry of a consent judgment in an action in the amount of the unpaid balance of the Settlement Amount plus interest from the date of the Notice of Payment Default through judgment at a rate of 8.0% per annum; and (ii) that the United States can offset and withhold the unpaid balance of the Settlement Amount plus accrued interest from any amounts owed to Graham by the United States, including any of the United States' agencies, components, and instrumentalities.

d. Forbearance by the United States in declaring Payment Default, seeking a consent judgment, offsetting or withholding funds, or executing on a judgment shall not constitute a waiver by the United States.

7. Graham warrants that she has reviewed her financial situation and that to the best of her knowledge and good faith belief she currently has the financial capacity to comply with her payment obligations under the terms of the structured settlement contained herein and as summarized in Exhibit A, and will endeavor in good faith to maintain that financial capacity until her obligations under this agreement are fully satisfied.

8. If at any time before the final payment is made, Graham commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (i) seeking to have any order for relief of Graham's debts, or seeking to adjudicate Graham as bankrupt or insolvent; or (ii) seeking appointment of a receiver, trustee, custodian, or other similar official for Graham or for all or any substantial part of Graham's assets, Graham agrees as follows:

a. Graham's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Graham shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Graham's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Graham was insolvent at the time this Agreement was entered into, or became insolvent as a result of payments made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Graham.

b. If Graham's obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Graham for the claims that would otherwise be covered by the releases provided in Paragraph 2 above. Graham agrees that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Graham shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) Graham shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States within 90 calendar days of written notification to Graham that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of this Agreement; and (iii) the United States has a valid claim against Graham for the unpaid balance of the Settlement Amount and Graham agrees to a consent judgment for the unpaid balance of the Settlement Amount in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding, against Graham; and (iv) Graham agrees that the United States can offset and withhold the unpaid balance of the Settlement Amount from any amounts owed to Graham by the United States, including any of the United States' agencies, components, and instrumentalities.

c. Graham acknowledges that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

9. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity.

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

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

12. This Agreement is governed by the laws of the United States.

13. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Columbia unless that Court determines that venue or jurisdiction is lacking over any such dispute.

14. 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.

15. This Agreement constitutes the complete agreement between the Parties.

16. This Agreement may not be amended except by written consent of the Parties.

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

18. This Agreement is binding on Graham's successors, transferees, heirs, and assigns.

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

20. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "Effective Date" of this Agreement).

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

22. Facsimiles of signatures and electronic signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

<REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGES TO FOLLOW>

FOR THE UNITED STATES OF AMERICA:

7/17/26

Date

Sam Escher

SAM ESCHER
Assistant United States Attorney
U.S. Attorney's Office for the District of Columbia

FOR GRAHAM:

07/17/2026

Date

Carleena Graham

07/17/2026

Date

Francis DiMora

Francis J. DiMora, Esq.
Sheehey Furlong & Behm P.C.
Attorney for Carleena Graham

Exhibit A to Settlement Agreement Between
Carleena Graham and the United States of America

Graham shall pay the Settlement Amount by electronic funds transfer pursuant to written instructions to be provided by the Department of Justice in accordance with the following payment schedule. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

Payment Due Date	Payment Amount	Total to Date
October 1, 2026	$5,000.00	$5,000.00
January 1, 2027	$5,000.00	$10,000.00
April 1, 2027	$5,000.00	$15,000.00
July 1, 2027	$5,000.00	$20,000.00
October 1, 2027	$8,750.00	$28,750.00
January 1, 2028	$8,750.00	$37,500.00
April 1, 2028	$8,750.00	$46,250.00
July 1, 2028	$8,750.00	$55,000.00
October 1, 2028	$8,750.00	$63,750.00
January 1, 2029	$8,750.00	$72,500.00
April 1, 2029	$8,750.00	$81,250.00
July 1, 2029	$8,750.00	$90,000.00
October 1, 2029	$8,750.00	$98,750.00
January 1, 2030	$8,750.00	$107,500.00
April 1, 2030	$8,750.00	$116,250.00
July 1, 2030	$8,750.00	$125,000.00
October 1, 2030	$8,750.00	$133,750.00
January 1, 2031	$8,750.00	$142,500.00
April 1, 2031	$8,750.00	$151,250.00
July 1, 2031	$8,750.00	$160,000.00
SETTLEMENT AMOUNT		**$160,000.00**

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Final Audit Report 2026-07-17

Created:	2026-07-17
By:	Stacey Reyome (sreyome@sheeheyvt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAILT3JRZ3DTq-P8Y9rwLDR7xprpsLlguz

"2026-07-17 Carleena Graham - Settlement Agreement 4935-4907-4110 v.1" History

- Document created by Stacey Reyome (sreyome@sheeheyvt.com)
  2026-07-17 - 2:37:28 PM GMT

- Document emailed to Carleena Graham (carleenagraham@gmail.com) for signature
  2026-07-17 - 2:37:34 PM GMT

- Document emailed to Francis DiMora (fdimora@sheeheyvt.com) for signature
  2026-07-17 - 2:37:34 PM GMT

- Email viewed by Carleena Graham (carleenagraham@gmail.com)
  2026-07-17 - 2:38:08 PM GMT

- Email viewed by Francis DiMora (fdimora@sheeheyvt.com)
  2026-07-17 - 2:39:29 PM GMT

- Document e-signed by Francis DiMora (fdimora@sheeheyvt.com)
  Signature Date: 2026-07-17 - 2:39:55 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

- Document e-signed by Carleena Graham (carleenagraham@gmail.com)
  Signature Date: 2026-07-17 - 2:55:54 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

- Agreement completed.
  2026-07-17 - 2:55:54 PM GMT