

SETTLEMENT AGREEMENT

This Settlement Agreement (Settlement Agreement) is entered into between the United States of America, acting through the United States Department of Justice and on behalf of the United States Department of Veterans Affairs, the United States Air Force, the United States Army, the United States Department of Defense Office of Inspector General, Defense Criminal Investigative Service, The Department of Army Criminal Investigations Division, and the United States Department of Commerce, (collectively the “United States”), and Sanford Federal, Inc., including those affiliates named in footnote 1 (collectively, “Sanford”)¹, and Sanford’s founder Joseph Mandour (“Mandour”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Sanford performs a variety of service contracts for the United States government. Sanford specializes in identifying service contracts around the world and providing appropriate staffing to support the performance requirements including through the use of subcontractors. At all relevant times, Sanford was headquartered in Stafford, Virginia.

¹ Wherever this document refers to “Sanford,” it shall be interpreted and construed to include the following affiliated companies: FAR Stafford US, Trioma Inc, Talon Veteran Services, Rafia Corp US, Safro Corp, SAFRO Middle East Solutions, FAR Investment, FAR Stafford, FAR Group Africa, FAR Group US, FAR Government Inc, Sanford Federal Korea, Sanford Federal Africa, Sanford Federal Canada, and Sanford Federal Israel.

B. Mandour is the founder, owner, and former Chief Executive Officer of Sanford Federal, Inc. Mandour is also the founder or owner of other Sanford affiliates. In light of the circumstances described herein, Mandour has determined that he is ill equipped to lead Sanford and, after much thought and reflection, made the difficult decision to step away from and cease involvement in the management of Sanford's day-to-day business. Mandour has relocated exclusively to Morocco and does not intend to resume leadership over Sanford. Though Mandour has stepped away from Sanford, at all times relevant to this Settlement Agreement, Mandour participated in the operations of Sanford, and his purported signature often appears on documents with Federal Agencies as part of the acquisition and performance of government contracts.

C. In contracting with the government between January 1, 2019, through December 31, 2024, Sanford purported to possess capability across numerous business classifications and leveraged that purported capability to offer a large variety of services to almost every Federal agency in the country. Sanford advertised and offered services to the government by indicating on its System for Award Management ("SAM") profile capability with respect to certain specified North American Industry Classification System ("NAICS") codes. Between January 1, 2019, and December 31, 2024, Sanford represented to the government that it was capable of providing services associated with over 321 types of NAICS codes, ranging from 813110 (Religious Organizations) to 336611 (Ship Building and Repair).

D. As identified in the United States' communications with Sanford and Mandour including communications relating to the Government's Civil Investigative Demand ("CID") dated January 21, 2025, the United States contends that it has certain

civil claims against Sanford and Mandour arising from Sanford's acquisition and performance of government contracts in violation of the False Claims Act ("FCA"), 31 U.S.C. §§ 3729-3733. Specifically, the United States contends that Sanford violated the FCA by knowingly:

- (1) acquiring and performing 34 (THIRTY-FOUR) small business set-side contracts by [knowingly] misrepresenting Sanford's size and not complying with findings from the Small Business Administration ("SBA"), *see* Exhibit A (specifying 34 contracts in rows 2 through 35);
- (2) acquiring and performing 14 (FOURTEEN) government contracts by [knowingly]: misrepresenting its ability to perform contracts; misrepresenting the identity of individuals and companies to obtain government contracts; using unknown persons and credentials to obtain government contracts; and making other material misrepresentations to induce contracting officers to award Sanford contracts, *see* Exhibit A (specifying 14 contracts in rows 36 through 49);
- (3) acquiring and performing a service-disabled veteran owned small business set-aside contract by [knowingly] violating critical limitations on subcontracting that required contracts to be performed by service-disabled veteran owned small businesses, *see* Exhibit A, Row 36 (specifying 1 contract); and
- (4) submitting other false statements and claims specifically related to the 49 (FORTY-NINE) contracts identified in Exhibit A.

The conduct described in this Paragraph D, including subparts (1) – (4), is referred to below as the "Covered Conduct."

E. Sanford and Mandour contend the following:

(1) Sanford and Mandour have recognized that Sanford needed to enhance its Ethics & Compliance program and its sophistication with U.S. government contracting, and commenced making significant changes in its business operations, including its size representations to the government, the accuracy of its statements to the government, how it pursued and performed government contracts and subcontracts and its utilization of subcontractors.

(2) Both prior to and since receipt of the CID, among the many remedial measures implemented to date to significantly mitigate future occurrence of the events in question, Sanford has: retained independent experts to evaluate its size and to issue a report confirming its small business status under certain size standards; ceased representing itself as a small business under size standards that it has since grown out of; implemented a values-based Ethics & Compliance program in an effort to satisfy the requirements of FAR 52.203-13, Contractor Code of Business Ethics & Conduct; reformed its government business focus to narrow the NAICS codes pursued for service work; enhanced its sophistication with government contracting compliance matters including the limitations on subcontracting; and commenced the process of recruiting and hiring new management team members with deeper experience and sophistication in government contracting; among other corrective actions.

(3) Sanford and its affiliates contend that they operate very differently at present time than they had in the past, are committed to full compliance with governing laws and regulations and maintaining their responsibility as government contractors in accordance with FAR Subparts 9.1 and 9.4. In light of the corrective actions implemented and

underway, Sanford and Mandour contend that Sanford is presently responsible and does not present any risk to the Government's business interests.

F. This Settlement Agreement is neither an admission of liability by Sanford or Mandour, nor a concession by the United States that its claims are not well founded.

G. 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. Sanford and Mandour shall pay to the United States \$3,100,000.00 (THREE MILLION, ONE HUNDRED THOUSAND DOLLARS) (hereinafter, the "Settlement Amount") and interest on the Settlement Amount at a rate of 4.2% per annum from the effective date of the Settlement Agreement. \$1,000,000 (ONE MILLION DOLLARS) of the Settlement Amount shall be restitution.

2. Sanford and Mandour shall pay the Settlement Amount in the following manner:

a. All payments shall be made by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of Idaho.

b. Sanford and Mandour shall pay at least \$1,000,000 (ONE MILLION DOLLARS) of the Settlement Amount within one (1) year of the effective date of the Settlement Agreement according to the following schedule:

(i) Sanford and Mandour shall make an initial payment of at least \$250,000.00 (The First Payment) within thirty (30) days of the effective date of this Settlement Agreement;

(ii) Sanford and Mandour shall make a second payment of at least \$200,000.00 (The Second Payment) within three (3) months after the effective date of this Settlement Agreement;

(iii) Sanford and Mandour shall make a third payment of at least \$150,000.00 (The Third Payment) within five (5) months after the effective date of this Settlement Agreement;

(iv) Sanford and Mandour shall make a fourth payment of at least \$100,000.00 (the Fourth Payment) within seven (7) months after the effective date of this Settlement Agreement;

(v) Sanford and Mandour shall make a fifth payment of at least \$100,000.00 (the Fifth Payment) within nine (9) months after the effective date of this Settlement Agreement;

(vi) Sanford and Mandour shall make a sixth payment of at least \$100,000.00 (the Sixth Payment) within eleven (11) months after the effective date of this Settlement Agreement; and

(vii) Sanford and Mandour shall make a seventh payment of at least \$100,000.000 (the Seventh Payment) within twelve (12) months after the effective date of this Settlement Agreement.

c. After paying \$1,000,000 million within one (1) year of the effective date of the Settlement Agreement, Sanford shall pay the balance of the

Settlement Amount by making quarterly installment payments over a 48-month (4 year) period. The 48-month period will commence 1 year after the effective settlement date.

(i) Each quarterly payment shall be no less than \$131,250.00 (ONE HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED FIFTY DOLLARS).

(ii) The first quarterly payment of at least \$131,250.00 shall be due three (3) months after the Seventh Payment, and no later than 15 months after the effective date of this Settlement Agreement.

(iii) The final quarterly payment, plus any and all interest then accrued, shall be due no later than 60 months after the effective date of this Settlement Agreement. Sanford and Mandour shall contact the U.S. Attorneys' Office to acquire a final payoff amount before making the final quarterly payment. The Settlement Amount, plus all interest, shall be paid in full within 60 months of the effective date of this Settlement Agreement. There is no pre-payment penalty. Sanford and Mandour have the option to pay interest with each required payment or as they desire so long as all interest is repaid by the end of sixty-month (60) term.

3. Subject to the exceptions in Paragraph 4 below (concerning reserved claims), and conditioned upon the United States' receipt of Sanford and Mandour's full payment of the Settlement Amount plus interest and their compliance with this Settlement Agreement, the United States releases Sanford, Sanford's affiliates as identified herein, and Mandour 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 Contract Disputes Act, 41 U.S.C. §§ 7101-7109; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Truth in Negotiations Act, 10 U.S.C. §§ 3701-3708; 41 U.S.C §§ 3501-3508; the Anti-Kickback Act, 41 U.S.C. §§ 8701, et seq.; the Truthful Cost or Pricing Data statute, 10 U.S.C. §§ 271; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

4. Notwithstanding the release given in Paragraph 3 of this Settlement Agreement, or any other term of this Settlement 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 Settlement 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 Settlement Agreement;
- f. Any liability of individuals, except for Mandour's liability for the Covered Conduct;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products, including quality of goods;

- h. Any liability for failure to deliver goods due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

5. Sanford and Mandour waive and shall not assert any defenses Sanford and Mandour 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 Settlement Agreement bars a remedy sought in such criminal prosecution or administrative action.

6. Sanford and Mandour 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 Sanford and Mandour 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. **TOLLING AGREEMENT.** The Parties agree that the period of time between the effective date of this Settlement Agreement, and the date that Sanford and Mandour pay the Settlement Amount in full, shall be excluded when determining whether any alleged civil claims brought by the United States against Sanford or Mandour pursuant to the FCA or any other federal or state law and based on the Covered Conduct are time-barred by a statute of limitations, laches, or any other time-related defenses.

8. **DEFAULT:** In the event that Sanford and Mandour fail to make payments as described in Paragraphs 1-2, or attempt to discharge the settlement amount in a

bankruptcy proceeding, Sanford and Mandour shall be in default of this Settlement Agreement. (“Default”).

a. For any breach involving a failure to make payments, the United States will provide a written Notice of Default, and Sanford and Mandour shall have an opportunity to cure such Default within twenty-one days (21) calendar days from the date of receipt of the Notice of Default. Notice of Default will be delivered to the undersigned counsel for Sanford and Mandour. If Sanford and Mandour fail to cure the Default within twenty-one (21) calendar days of the Notice of Default, and in the absence of an agreement with the United States to a modification, Sanford and Mandour will be in an Uncured Default. In the event of an Uncured Default, the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 10% per annum, compounded daily from the date of Uncured Default, on the remaining unpaid total (principal and interest).

b. For any breach related to an attempt to discharge the settlement amount in a bankruptcy proceeding, Sanford and Mandour shall be in breach and Uncured Default. In the event of an Uncured Default, the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 10% per annum, compounded daily from the date of Uncured Default, on the remaining unpaid total (principal and interest).

c. In the event of an Uncured Default, Sanford and Mandour agree that the United States, at its sole discretion, may do any or all of the following:

(i) retain any payments previously made, rescind this Settlement Agreement and pursue a civil action or bring any civil and/or administrative claim, action, or proceeding against Sanford and Mandour for the claims that would otherwise be covered by the release provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by Sanford and Mandour to the United States under this Settlement Agreement;

(ii) take any action to enforce this Settlement Agreement in a new action;

(iii) offset the remaining unpaid balance from any amounts due and owing to Sanford and Mandour and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently;

(iv) place Sanford and/or Mandour in the Treasury Offset Program (TOP); and

(v) exercise any other right granted by law, or under the terms of this Settlement Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection.

d. In the event the United States pursues a collection action, Sanford and Mandour agree to pay the United States' reasonable attorneys' fees and expenses incurred in such an action upon written request. In the event that the United States opts to rescind this Settlement Agreement pursuant to this paragraph, Sanford and Mandour waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Sanford and Mandour within 120 days of written notification that this Settlement Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the effective date, Sanford and Mandour agree not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

9. **UNALLOWABLE COSTS.** Sanford and Mandour agree to the following:

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 Sanford and Mandour, and Sanford's present or former officers, directors, employees, shareholders, and agents in connection with:

- (i) the matters covered by this Settlement Agreement
- (ii) the United States' audits and civil investigations of the matters covered by this Settlement Agreement;

- (iii) Sanford and Mandour's investigation, defense, and corrective actions undertaken in response to the United States' audits and civil investigations in connection with the matters covered by this Settlement Agreement (including attorneys' fees);
- (iv) the negotiation and performance of this Settlement Agreement; and
- (v) the payments Sanford and Mandour make to the United States pursuant to this Settlement 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 Sanford and Mandour, and Sanford and Mandour 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 Settlement Agreement, Sanford and Mandour shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Sanford and Mandour or any of its subsidiaries or affiliates from the United States. Sanford and Mandour agree that the United States, at a minimum, shall be entitled to recoup from Sanford and Mandour 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 Sanford's books and records and to disagree with any calculations submitted by Sanford and Mandour or any of Sanford's subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Sanford and Mandour, or the effect of any such Unallowable Costs on the amount of such payments.

d. Nothing in this Settlement Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Sanford's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

10. This Settlement 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.

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

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

13. This Settlement Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Settlement Agreement is the United States District Court for the District of Idaho. For purposes of construing this Settlement Agreement, this Settlement Agreement shall be deemed to have been drafted by all

Parties to this Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

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

15. The Settlement Amount is a debt to the United States as defined in the Federal Debt Collections Procedures Act, 28 U.S.C. §§ 3001-3008, and nothing in this Settlement Agreement precludes the United States from taking action to collect the debt as authorized by law if there is a breach of the Settlement Agreement.

16. The Parties agree that the Settlement Amount is not dischargeable in bankruptcy pursuant to 11 U.S.C. § 523(a)(2) and (a)(7). Sanford and Mandour further agree that they will not attempt to discharge the Settlement Amount in any bankruptcy proceeding and agree that any attempt to discharge the Settlement Amount in bankruptcy shall constitute a breach of this Settlement Agreement and shall, as indicated in Paragraph 8, immediately place Sanford and Mandour in Uncured Default.

17. Sanford and Mandour represent that they have no present intent to declare bankruptcy or otherwise seek bankruptcy protections.

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

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

20. This Settlement Agreement is binding on Sanford and Mandour's successors, transferees, heirs, and assigns.

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

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

ON BEHALF OF THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

ELLIOT
WERTHEIM

Digitally signed by ELLIOT
WERTHEIM
Date: 2025.08.22 14:54:30
-06'00'

Elliot B. Wertheim
Assistant United States Attorney
USAO – District of Idaho

DATED: 8/22/25


BY: _____

Robert B. Firpo
Assistant United States Attorney
USAO – District of Idaho

ON BEHALF OF SANFORD FEDERAL, INC. AND ALL AFFILIATES

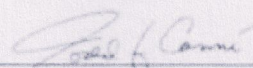
DATED: 7-21-2025

BY:


Christine Pamba Popp, General Counsel

DATED: 7-21-2025

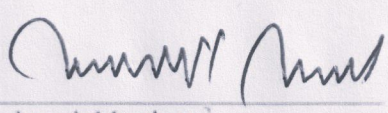
BY:


Todd J. Canni
Counsel for Sanford Federal, Inc.

ON BEHALF OF JOSEPH MANDOUR

DATED: 7-21-2025

BY:


Joseph Mandour²

² Joseph Mandour had the opportunity to seek the advice of counsel and has elected not to retain counsel as an individual.

Exhibit A

Identifying Number	Location	Agency	Category of Covered Conduct	Identified Secondary Category of Covered Conduct
36C25224P0500	Hines, Illinois	United States Department of Veterans Affa	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
36C24224P0395	Northport, New York	United States Department of Veterans Affa	Misrepresentations Related to Size	
36C25624P0336	Pineville, Louisiana	United States Department of Veterans Affa	Misrepresentations Related to Size	
36C25624P0245	Pineville, Louisiana	United States Department of Veterans Affa	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
36C24124P0216	Leeds, Massachusetts	United States Department of Veterans Affa	Misrepresentations Related to Size	
36C78624C5007	Colorado Springs, Colorado	United States Department of Veterans Affa	Misrepresentations Related to Size	
36C78624C50100	Zachary, Louisiana	United States Department of Veterans Affa	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
36C26124P0646	Palo Alto, California	United States Department of Veterans Affa	Misrepresentations Related to Size	
36C25924P0462	Aurora, Colorado	United States Department of Veterans Affa	Misrepresentations Related to Size	
36C26324P0370	Minneapolis, Minnesota	United States Department of Veterans Affa	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
36C26224P0762	Los Angeles, California	United States Department of Veterans Affa	Misrepresentations Related to Size	
36C24724P0538	Birmingham, Alabama	United States Department of Veterans Affa	Misrepresentations Related to Size	
36C25024P0881	Cincinnati, Ohio	United States Department of Veterans Affa	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
FA4600-24-P-0035	Offutt Air Force Base	United States Air Force	Misrepresentations Related to Size	
FA2823-24-P-33	Eglin Air Force Base	United States Air Force	Misrepresentations Related to Size	
FA3300-24-P-41	Maxwell Air Force Base	United States Air Force	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
FA4659-24-P-3	Grand Forks Air Force Base	United States Air Force	Misrepresentations Related to Size	
FA4620-24-P-9	Fairchild Air Force Base	United States Air Force	Misrepresentations Related to Size	
FA-8227-24-P-18	Malmstrom Air Force Base	United States Air Force	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
FA9301-24-C-0003	Edwards Air Force Base	United States Air Force	Misrepresentations Related to Size	
FA4427-24-P-36	Travis Air Force Base	United States Air Force	Misrepresentations Related to Size	
FA2823-24-P-0029	Eglin Air Force Base	United States Air Force	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
HQ042324C0003	Indianapolis, Indiana	United States Department of Defense	Misrepresentations Related to Size	
HQC00424P0012	Various Commissaries in Washington State	United States Department of Defense	Misrepresentations Related to Size	
HQC00424P0013	Albuquerque, New Mexico	United States Department of Defense	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
HQC00424P0014	Cheyenne, Wyoming	United States Department of Defense	Misrepresentations Related to Size	
HQC00424P0015	Various Commissaries in Alaska	United States Department of Defense	Misrepresentations Related to Size	
HQC00424P0016	Various Commissaries in Tennessee,	United States Department of Defense	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
W912K324P0019	Arkansas, and Alabama	United States Department of Defense	Misrepresentations Related to Size	
W911SA24P3055	San Miguel, California	United States Department of Army	Misrepresentations Related to Size	
W9123724P0037	Sparta, Wisconsin	United States Department of Army	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
W912SV24A0005	Louisville, Kentucky	United States Department of Army	Misrepresentations Related to Size	
W911SA24P3013	Various Locations	United States Department of Army	Misrepresentations Related to Size	
W911SA24P3014	Sugar Creek, Missouri	United States Department of Army	Misrepresentations Related to Size	34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
	Bothell, Washington	United States Department of Army	Misrepresentations Related to Size	
				34 Contracts - See Settlement Agreement page 2, Recital D, Subsection 1
36C26023P0432	Boise, Idaho	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	34 Contracts - See Settlement Agreement page 2, Recital D, Subpart 2
36C26122D0062	San Francisco, California	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	
36C78623C50198	Denver, Colorado	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	
36C78623D50307	Houston, Texas	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	34 Contracts - See Settlement Agreement page 2, Recital D, Subpart 2
36C25621P1166	Shreveport, Louisiana	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	
36C26222P0792	Phoenix, Arizona	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	
36C78622D0042	Dallas/Fort Worth, Texas	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	34 Contracts - See Settlement Agreement page 2, Recital D, Subpart 2
36C24522D0037	Clarksburg, West Virginia	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	
36C25921P0142	Salt Lake City, Utah	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	
36C26323D0121	Minneapolis, Minnesota	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	34 Contracts - See Settlement Agreement page 2, Recital D, Subpart 2
36C26224P0441	Phoenix, Arizona	United States Department of Veterans Affa	Misrepresentations related to Key Personnel	
1331L523P13350075	Longmont, Colorado	United States Department of Commerce	Misrepresentations related to Key Personnel	
1305M321PNWWN0522	Gray, Maine	United States Department of Commerce	Misrepresentations related to Key Personnel	34 Contracts - See Settlement Agreement page 2, Recital D, Subpart 2
1333MH21PNWWT0129	Camano Island, Washington	United States Department of Commerce	Misrepresentations related to Key Personnel	