



Relator Sharon Shadic (the “Relator,” and together with the United States, “the Parties”), through their authorized representatives;

WHEREAS, on April 4, 2012, Relator filed a *qui tam* action in the United States District Court for the Southern District of New York, captioned *United States of America ex rel. Sharon Shadic v. UFC Aerospace Corp., et al.*, 12 Civ. 2594 (WHP), on behalf of the United States of America, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b);

WHEREAS, the United States intervened in the Relator’s Action on or about October 5, 2015, and filed the amended Complaint-in-Intervention of the United States of America (the “Federal Complaint”) on or about October 5, 2015;

WHEREAS, a Stipulation and Order of Settlement and Dismissal (the “Settlement Agreement”) between the United States, Relator, and Defendants UFC Aerospace LLC and Douglas B. Davis (“Defendants”) is being entered into and submitted to the Court simultaneously with the U.S. Relator Release Stipulation, to settle the United States’ civil claims against Defendants for the conduct alleged in the Federal Complaint;

WHEREAS, pursuant to the terms of paragraph 2 of the U.S. Dismissal Stipulation, the Defendants will pay the United States the sum of \$20,015,956.92 (the “Settlement Amount”);

WHEREAS, the Relator has asserted that, pursuant to 31 U.S.C. § 3730(d)(1), she is entitled to receive a portion of the U.S. Settlement Amount (the “Relator’s Share Claim”); and

WHEREAS, the Parties hereto mutually desire to reach a full and final compromise of the Relator’s U.S. Claim pursuant to the terms set forth below.

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations in this U.S. Relator Release

Stipulation, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**TERMS AND CONDITIONS**

1. Contingent upon and following payment by the Defendants pursuant to the terms of the U.S. Dismissal Stipulation, and within a reasonable time following the United States's receipt of the Settlement Amount, the United States will pay Sharon Shadic c/o her attorney Michael D. Richardson, Esq., a total of three million six hundred thousand eight hundred and seventy two dollars and twenty-five cents (\$3,602,872.25) (the "Relator's Share"), plus interest as accrued, from the U.S. Settlement Amount according to written instructions provided by Relator's counsel, Michael D. Richardson, Esq.

2. The obligation to make the payment to the Relator under Paragraph 1 is expressly conditioned on, and only arises with, the receipt by the United States of the payment of the Settlement Amount from the Defendants. In the event that the Defendants fail to make the payment required by the Settlement Agreement, the United States shall have no obligation to make any payment to the Relator.

3. Relator agrees that this settlement is fair, adequate, and reasonable under all circumstances, and will not challenge the Settlement Agreement, including but not limited to the Settlement Amount, pursuant to 31 U.S.C. § 3730(c)(2)(B), and expressly waives the opportunity for a hearing on any such objection, pursuant to 31 U.S.C. § 3730(c)(2)(B).

4. In agreeing to accept payment of the Relator's Share, and upon payment thereof, Relator Sharon Shadic, for herself and her heirs, successors, attorneys, agents, and assigns, will release and is deemed to have released and forever discharged the United States, its agencies, departments, similar governmental components, officers, agents, and employees from any claims

pursuant to 31 U.S.C. § 3730 and for a share of the U.S. Settlement Proceeds, and from any claims against the United States arising from or relating to the filing of the Relator's Action and the Federal Complaint.

5. This Relator Release Stipulation does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this U.S. Relator Release Stipulation.

6. This Relator Release Stipulation shall inure to the benefit of and be binding only on the United States and the Relator, their successors, assigns and heirs.

7. This Relator Release Stipulation shall become final, binding, and effective only upon entry by the Court.

8. This Relator Release Stipulation may not be changed, altered or modified, except in writing signed by the United States and the Relator.

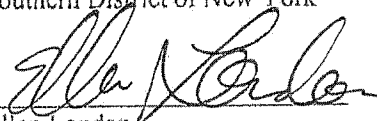
9. This Relator Release Stipulation shall be governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising under this U.S. Relator Release Stipulation shall be the United States District Court for the Southern District of New York.

10. This Relator Release Stipulation may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

Dated: New York, New York  
October 6, 2015

PREET BHARARA  
United States Attorney for the  
Southern District of New York

By:

  
Ellen London  
Assistant United States Attorney  
86 Chambers Street, 3rd floor  
New York, New York 10007

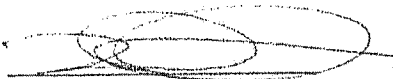
Dated: Dallas, Texas  
October 6, 2015

  
SHARON SHADIC, Relator


Dated: Dallas, Texas  
October 6, 2015

RICHARDSON KOUDELKA, LLP  
Attorneys for Relator

By:

  
Michael D. Richardson  
Two Turtle Creek  
3838 Oak Lawn Avenue, Suite 450  
Dallas, TX 75219

SO ORDERED:

  
THE HONORABLE WILLIAM H. PAULEY III  
United States District Judge

10-8-15

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