

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and the United States Attorney’s Office for the District of Maryland (collectively the “United States”) The Louis Berger Group, Incorporated (“LBG”), and Relator, Harold Salomon (collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. LBG is a privately held corporation headquartered in the State of New Jersey. LBG principally performs engineering, environmental and related services for government and private customers, with much of such work performed overseas.

From 1987 forward, LBG has maintained an indirect cost rate used in conjunction with United States Government cost-plus contracts it performed in whole or in part overseas (the “GG Rate”). For purposes of invoicing its U.S. Government work, LBG routinely applied an approved provisional GG Rate to current fiscal year cost-plus invoices. It also used the approved provisional GG Rate to establish labor rates for U.S. Government time and materials contracts and to price negotiated fixed price contracts. Subsequent to the end of a fiscal year, LBG presented the U.S. Agency for International Development (USAID) with a final indirect cost accounting for its U.S. Government contracts, using the GG Rate, that is, an indirect cost submission (“ICS”) or “overhead claim,” certifying that LBG had accurately reported its GG indirect costs and direct labor costs incurred in that fiscal year.

From 2000 onward, LBG maintained another indirect cost rate used in conjunction with its international cost-plus contracts with the United States (the “GF Rate”). To derive invoice amounts,

the GF Rate was applied to foreign technical labor costs incurred by LBG on international cost-plus contracts with the United States Government.

B. On July 31, 2006, the Relator filed a *qui tam* action in the United States District Court for the District of Maryland captioned *United States, et al., ex rel. Harold Salomon v. The Louis Berger Group, Inc., et al.* Civil Action No. RWT-06-1970, under, *inter alia*, the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b). On July 10, 2009, Relator filed an Amended Complaint in the same court under the same caption (collectively referred to as “the Civil Action”). Among other things, Relator alleged in the Civil Action that LBG engaged in accounting practices designed to falsely inflate indirect cost rates used in contracting with the United States.

C. The United States contends that it has certain civil claims against LBG for conduct occurring between July 1, 1991 and June 30, 2007 (*i.e.*, LBG fiscal years 1992 to fiscal year 2007, inclusive). The conduct described in subparagraphs C(1) and C(2) below, to the extent that it occurred in LBG fiscal years 1997 through 2007, and the conduct described in subparagraph C(3), shall be hereinafter referred to as the “FCA Covered Conduct.” The conduct described in subparagraphs C(1) and C(2) below, to the extent that it occurred in LBG fiscal years 1992 through 1996, and the conduct described in paragraphs C(4) and C(5), shall be hereinafter referred to as the “Non-FCA Covered Conduct.” Specifically, the United States contends that it reimbursed LBG more for overhead costs than were due LBG because LBG mischarged costs to its GG indirect cost accounts as listed below:

- (1) LBG mischarged a portion of its headquarters costs (“AA costs”) to indirect cost account GG997A so that those costs appeared to have originated in LBG’s GG Division, thereby falsely increasing LBG’s stated GG Rate used for payment in fiscal years 1992 through 2007;

- (2) LBG mischarged a portion of its Washington, D.C. office common costs to indirect cost account GG997B so that these costs appeared to have originated in LBG's GG Division, thereby falsely increasing LBG's stated GG Rate used for payment in fiscal years 1992 through 2007.
- (3) LBG (a) charged certain direct costs as GG Division indirect costs; (b) misallocated LBG's management effort of subsidiaries to all cost pools; (c) used an incorrect method to allocate headquarter-level indirect costs to the GG and GF cost pools from FY 2000 to FY 2007; (d) in FY 2003, charged a one-time loss sustained by an affiliated entity (Gamble Hill) as a headquarter-level indirect cost; and (e) in FY 2005, claimed an employee advance as a GG level indirect cost, thereby falsely increasing LBG's stated GG and GF Rates used for payment in fiscal years 1992 through 2007, unless otherwise specified.

The United States further contends that, separate and apart from its FCA claims, it has certain civil claims against LBG for adjustment of payments made to LBG based on provisional billing rates used for invoicing the United States between July 1, 2006 and June 30, 2008 (*i.e.*, LBG fiscal years 2007 and 2008 inclusive), which is described in subparagraphs C(4) and C(5) below and is also referred to as the "Non-FCA Covered Conduct." Specifically, the United States contends that it reimbursed LBG more for overhead costs than were due LBG because LBG's provisional indirect costs rates exceeded their actual rates as listed below:

- (4) In fiscal years 2007 and 2008, LBG, in connection with the cost-plus portions of the Iraq Reconstruction Project (Contract Number 306-I-12-06-00517-00, Task Orders 1-4, 6-8, 10, 12 and 13) and its contract for work performed in Sudan (Contract Number 650-I-00-06-00010-00, Task Orders 1, 2, and 4-6), used a modified indirect cost rate for provisional billing purposes that was approved by USAID, but was higher than the final rate for those years, which caused LBG to be provisionally overpaid for indirect costs for invoices submitted on these contracts from July 1, 2006 through June 30, 2008; and
- (5) In fiscal year 2008, LBG used a provisional indirect cost billing rate for indirect cost recovery purposes in conjunction with other U.S. Government cost-plus contracts that was based on a revised methodology, but was higher than the final rate for that year, which caused LBG to be provisionally overpaid for indirect costs for invoices submitted on these other contracts from July 1, 2007 through June 30, 2008.

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

F. Relator asserts entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

G. Coincident with this Agreement, LBG is entering into a Deferred Prosecution Agreement with the United States Attorney's Office for the District of New Jersey and is also entering into an Administrative Agreement with the USAID.

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 total value of this settlement between LBG and the United States is \$50,635,168 (the "Settlement Amount"). Partial payment of the Settlement Amount has been made through credits previously provided by LBG on invoices to USAID in the total amount of \$4,335,168, occurring between August 7, 2007 and February 15, 2008. LBG agrees to pay to the United States the additional sum of \$46,300,000.00, plus interest at the rate of 3.125 percent per annum (the "Settlement Balance") accrued on any unpaid balance until the principal is paid in full in accordance with the terms and conditions set forth in this Agreement. The Settlement Balance shall constitute a debt immediately due and owing to the United States on the Effective Date of this Agreement. Payment of the Settlement Balance shall be made as follows:

(a) LBG shall make an initial payment of \$14,200,000 ("Initial Payment"), plus accrued

interest on \$46,300,000 from the Effective Date of this Agreement through the day preceding the date of the Initial Payment, to the United States no later than twenty-eight (28) calendar days after the Effective Date of this Agreement;

(b) Thereafter, LBG shall make periodic payments to the United States in accordance with the Schedule of Payments attached hereto as Exhibit A ("Schedule of Payments").

Interest shall accrue on the unpaid Settlement Balance as indicated in the Schedule of Payments. The Settlement Balance may be prepaid, in whole or in part, without penalty or premium.

(c) All payments shall be made by electronic funds transfer pursuant to written instructions to be provided by the U.S. Attorney's Office for the District of Maryland.

(d) Coincident with Agreement, LBG's parent shall enter into a guarantee agreement with the United States.

2. In the event that LBG fails to pay any amount as provided in Paragraph 1 within five (5) business days of the date on which such payment is due, LBG shall be in default of its payment obligations ("Default"). The United States will provide written notice of the Default to LBG. LBG shall have the opportunity to cure such default within ten (10) days from the date of receipt of the notice. Notice of Default will be delivered to LBG or to such other representative as LBG designates in advance in writing. If LBG fails to cure such Default within ten (10) days of receiving the Notice of Default, the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest shall accrue at the rate of 12% per annum compounded daily from the date of Default on the remaining unpaid total (principal and interest balance). LBG shall consent to entry

of a Consent Judgment in the amount of the unpaid balance. Further, the United States, at its sole option, may: (a) offset the remaining unpaid balance from any amounts due and owing to LBG by any department, agency, or agent of the United States at the time of the Default; (b) collect the entire unpaid balance of the Settlement Amount, plus interest, including 12% interest from the date of Default, and all other amounts due upon the event of Default as specified in this paragraph; (c) file a civil action for the FCA Covered Conduct, the Non-FCA Covered Conduct and the conduct alleged in the Civil Action; or (d) exercise any other rights granted by law or in equity, including referral of this matter for private collection. In the event a complaint is filed under subsection (c) of this paragraph, LBG agrees not to plead, argue, or otherwise raise any defenses under theories relating to the applicable statute of limitations, laches, estoppel, or similar theories to the allegations in the complaint, except to the extent such defenses were available to LBG on the Effective Date of the Settlement Agreement. LBG agrees not to contest any consent judgment, offset, or any collection action undertaken by the United States under this paragraph, either administratively or in any state or federal court. LBG shall pay the United States all reasonable costs of collection and enforcement under this paragraph, including attorney's fees and expenses.

3. Subject to the exceptions in Paragraph 5 (concerning excluded claims) below, and conditioned upon the full payment of the Settlement Amount as set forth in Paragraph 1, and subject to Paragraph 16 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement, the United States releases LBG together with its current officers, directors and employees from any civil or administrative monetary claim the United States has for: 1) the FCA 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. § 601 *et seq.*, or the common law theories of breach of contract, payment by mistake, unjust enrichment, negligent misrepresentation, and fraud; and 2) the Non-FCA Covered Conduct under the Contract Disputes Act, 41 U.S.C. § 601 *et seq.*, or the common law theories of breach of contract, payment by mistake or unjust enrichment.

4 (A) Subject to the full payment of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, hereby unconditionally and irrevocably releases, waives, discharges and gives up, to the fullest extent permitted by law, any and all Claims (as defined below) that Relator has or may have against any of LBG and its parents and subsidiaries, together with their current officers, directors and employees, arising on or prior to the date of Relator's execution and delivery of this Civil Settlement Agreement to LBG. As used in this paragraph only, "Claims" means any and all actions, charges, controversies, demands, causes of action, suits, rights, and/or claims whatsoever for debts, sums of money, wages, salary, severance pay, expenses, commissions, fees, bonuses, unvested stock options, vacation pay, sick pay, fees and costs, attorneys' fees, losses, penalties, damages, including damages for pain and suffering and emotional harm, arising, directly or indirectly, out of any promise, agreement, offer letter, contract, understanding, common law, tort, the laws, statutes, and/or regulations of the State of New Jersey or any other state or municipality and the United States, including, but not limited to, federal and state whistleblower laws, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Lilly Ledbetter Fair Pay Act of 2009, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act (excluding COBRA),

the Vietnam Era Veterans Readjustment Assistance Act, the Fair Credit Reporting Act, the Occupational Safety and Health Act, the Sarbanes-Oxley Act of 2002, the New York State Human Rights Law, the New York City Human Rights Law, and the False Claims Act, 31 U.S.C. Sections 3729-3733, as each may be amended from time to time, whether arising directly or indirectly from any act or omission, whether intentional or unintentional. This releases all of the releasing party's Claims against the released parties, including those of which the releasing party is not aware and those not mentioned in this Civil Settlement Agreement. The releasing party specifically releases any and all Claims against the released parties arising out of Relator's employment with LBG or any of its affiliates, or termination therefrom.

(B) LBG, for itself and for its parents and subsidiaries, together with their current officers, directors and employees, hereby unconditionally and irrevocably releases, waives, discharges and gives up, to the fullest extent permitted by law, any and all Claims (as defined above in paragraph 4) that LBG and its parents and subsidiaries, together with their current officers, directors and employees have or may have against the Relator, his heirs, successors, attorneys, agents, and assigns, arising on or prior to the date of LBG's execution and delivery of this Civil Settlement Agreement to the Relator's counsel. LBG specifically releases any and all Claims against Relator arising out of Relator's employment with LBG or any of its affiliates, or termination therefrom.

5. Notwithstanding the releases given in paragraphs 3 and 4 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 FCA Covered Conduct and the Non-FCA 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;
- h. Any liability for personal injury or property damage or for other consequential damages arising from the FCA Covered Conduct or the Non-FCA Covered Conduct;
- i. Any liability of individuals or entities who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual) are indicted, or charged, or who enter into a plea agreement, related to the FCA Covered Conduct, the Non-FCA Covered Conduct or the conduct alleged in the Civil Action; and
- j. Any liability of former directors, officers or employees of LBG and its parents and subsidiaries, including Derish M. Wolff, Precy Pelletieri and Salvatore J. Pepe.
- k. Any liability of any other individual or entity named as a defendant in The Civil Action.

6. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances under 31 U.S.C. § 3730(c)(2)(B). In connection with this Agreement and this Civil Action, Relator and his heirs, successors, attorneys, agents, and assigns agree that neither this

Agreement, any intervention by the United States in the Civil Action in order to dismiss claims alleged in the Civil Action, nor any dismissal of claims alleged in the Civil Action, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relator from sharing in the proceeds of this Agreement. Moreover, the United States and Relator and his heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights under the False Claims Act on the issue of the share percentage, if any, that Relator should receive of any proceeds of the settlement of his claims, and that no agreements concerning Relator share have been reached to date. Realtor's counsel fees and disbursements in the amount of \$450,000 shall be paid by LBG within thirty (30) days from the Effective Date of this Agreement.

7. LBG waives and shall not assert any defenses it may have to any criminal prosecution or administrative action relating to the FCA 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.

8. LBG and its parents and subsidiaries and their current officers, directors and employees, fully and finally release the United States, and its agencies, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however

denominated) that they have asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, related to the FCA Covered Conduct, the Non-FCA Covered Conduct and the United States' investigation of the Civil Action.

9. 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 LBG and its parents and subsidiaries 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' criminal, civil, and administrative audit(s) and criminal, civil, and administrative investigation(s) of the matters covered by this Agreement;
- (3) LBG's and its parents' and subsidiaries' investigation, defense, and corrective actions undertaken in response to the United States' criminal, civil, and administrative audit(s) and criminal, civil, and administrative investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment made to the United States under this Agreement and any payments made to Relator, including costs and attorneys' fees,

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 LBG and its parents and subsidiaries, and they 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, LBG and its parents and subsidiaries shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by them from the United States. LBG and its parents and subsidiaries 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 LBG's books and records and to disagree with any calculations submitted by it or any of its parents and subsidiaries regarding any Unallowable Costs included in payments previously sought by LBG, or the effect of any such Unallowable Costs on the amount of such payments.

10. LBG and its parents and subsidiaries agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, they shall encourage, and agree not to impair, the cooperation of their directors, officers and employees, and shall each use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. LBG and its parents and subsidiaries further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation related to the FCA Covered Conduct, the Non-FCA Covered Conduct

or the conduct alleged in the Civil Action that they have undertaken, or that has been performed by another on their behalf. LBG and its parents and subsidiaries shall retain all documents (hard copy, electronic and duplicates) in their possession related to the FCA Covered Conduct, the Non-FCA Covered Conduct or the conduct alleged in the Civil Action until all the payments required to be made under Paragraph 1 of this Agreement have been made.

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

12. Upon execution of this Agreement, the United States shall notify the Court that it is intervening in this action against LBG for the purposes of settlement. Following the receipt by the United States of the Initial Payment described in Paragraph 1(a), the United States and Relator shall execute and jointly file with the Court, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, a fully executed stipulation of dismissal of the Civil Action against LBG subject to the terms and conditions of this Agreement. Relator will simultaneously file a stipulation of dismissal of the Civil Action pursuant to Rule 41(a)(1), to which the United States shall consent, as against Berger Group Holdings, Inc., Louis Berger Group – Domestic Inc., and Nicholas J. Masucci, with prejudice to Relator but without prejudice to the United States.

13. Except as provided in Paragraph 6, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement

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

15. 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 Court

for the District of Maryland. 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.

16. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, LBG commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of LBG's debts, or seeking to adjudicate LBG as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for LBG or for all or any substantial part of LBG's assets, LBG agree as follows:

a. LBG's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and LBG shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) LBG's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) LBG was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment 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 LBG.

b. If LBG'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 LBG for the claims that would otherwise be covered by the releases provided in Paragraphs 3, above LBG 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 LBG shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) LBG 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 ninety calendar days of written notification to LBG 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 LBG for \$65,000,000 and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

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

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

18. The undersigned counsel for LBG represent and warrant that they are fully authorized to execute this Agreement on behalf of LBG, its parents and subsidiaries and their officers and directors.

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

20. This Agreement is binding on LBG's successors, transferees and assigns.

21. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

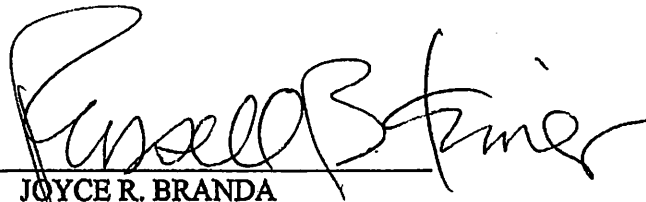
23. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED:

11/5/10

BY:

A large, stylized handwritten signature in black ink, appearing to read "Russell B. Kinner", is written over a horizontal line.

JOYCE R. BRANDA

MICHAEL TINGLE

RUSSELL B. KINNER

Attorneys

Commercial Litigation Branch.

Civil Division

United States Department of Justice

THE UNITED STATES OF AMERICA

ROD J. ROSENSTEIN

United States Attorney

By:  

Michael A. DiPietro

Tarra R. DeShields


Assistant United States Attorneys


District of Maryland

Dated 11/5/10

DEFENDANT

THE LOUIS BERGER GROUP, INCORPORATED

DATED: 11/5/10 BY: 
[X]

DATED: 11/5/10 BY: 
MICHAEL HIMMEL, Esq.
ROBERT KIPNEES, Esq.
Lowenstein Sandler PC
Counsel for The Louis Berger Group, Incorporated

HAROLD SALOMON - RELATOR

DATED: BY: _____
HAROLD SALOMON
Relator

DATED: BY: _____
PETER W. CHATFIELD, Esq.
TIMOTHY P. MCCORMACK, Esq.
Phillips & Cohen LLP
Counsel for Relator Harold Salomon


DEFENDANT

THE LOUIS BERGER GROUP, INCORPORATED

DATED: BY: _____
[X]

DATED: BY: _____
MICHAEL HIMMEL, Esq.
ROBERT KIPNEES, Esq.
Lowenstein Sandler PC
Counsel for The Louis Berger Group, Incorporated

HAROLD SALOMON - RELATOR

DATED: 11-5-10 BY: 
HAROLD SALOMON
Relator

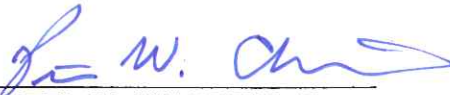
DATED: 11-5-10 BY: 
PETER W. CHATFIELD, Esq.
TIMOTHY P. MCCORMACK, Esq.
Phillips & Cohen LLP
Counsel for Relator Harold Salomon

Exhibit A CIVIL PAYMENTS						
	46,300,000	Installment Payment	Principal	Add'l Principal	Interest	Balance
Settle Date	11/5/2010				110,993.15	
DP	12/3/2010	14,310,993.15	14,200,000.00		0.00	32,100,000.00
1	3/4/2011	2,142,068.86	1,891,287.61		250,781.25	30,208,712.39
2	6/3/2011	9,242,068.86	1,906,063.29	7,100,000.00	236,005.57	21,202,649.10
3	9/2/2011	1,604,709.66	1,439,063.96		165,645.70	19,763,585.15
4	12/3/2011	1,604,709.66	1,450,306.65		154,403.01	18,313,278.50
5	3/3/2012	1,604,709.66	1,461,637.17		143,072.49	16,851,641.33
6	6/2/2012	1,604,709.66	1,473,056.21		131,653.45	15,378,585.12
7	9/1/2012	1,604,709.66	1,484,564.46		120,145.20	13,894,020.66
8	12/2/2012	1,604,709.66	1,496,162.62		108,547.04	12,397,858.04
9	3/3/2013	1,604,709.66	1,507,851.39		96,858.27	10,890,006.65
10	6/2/2013	1,604,709.66	1,519,631.48		85,078.18	9,370,375.18
11	9/1/2013	1,604,709.66	1,531,503.60		73,206.06	7,838,871.58
12	12/2/2013	1,604,709.66	1,543,468.47		61,241.18	6,295,403.10
13	3/3/2014	1,604,709.66	1,555,526.82		49,182.84	4,739,876.29
14	6/2/2014	1,604,709.66	1,567,679.37		37,030.28	3,172,196.91
15	9/1/2014	1,604,709.66	1,579,926.87		24,782.79	1,592,270.05
16	12/2/2014	1,604,709.66	1,592,270.05		12,439.61	0.00
	total	48,161,066	39,200,000.00	7,100,000.00	1,861,066.04	