

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is entered into by and among the United States of America, acting through the United States Department of Justice and on behalf of the Defense Information Systems Agency (“DISA”) (collectively the "United States"), John Kingsley (“Relator”), and Computer Sciences Corp. (“CSC”) (hereafter collectively referred to as the “Parties”), through their authorized representatives.

RECITALS

A. CSC is an information technology services company with headquarters in Falls Church, Virginia.

B. In 2011, John Kingsley filed a *qui tam* action in the United States District Court for the District of Columbia captioned *United States ex rel. John C. Kingsley v. NetCracker Technology Corp.*, Civil Action No. 1:11-cv-00629, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). On April 10, 2015, Relator filed a First Amended Complaint in the Civil Action and on October 22, 2015, Relator filed a Second Amended Complaint in the Civil Action.

C. The United States contends that it has certain civil claims against CSC arising from payment requests submitted under DISA Contract No. HC-1028-08-D-2000, Task Orders 30 and 42 (“DISA Contract”) for work done by individuals without security clearances who were employees of Netcracker Technology Corp. or Netcracker Government Services Corp., CSC’s subcontractor under the DISA Contract, when the DISA Contract required the individuals to have security clearances. That conduct is referred to below as the Covered Conduct.

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

E. Relator claims 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.

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. CSC shall pay to the United States \$1,350,000 (One Million Three Hundred Fifty Thousand Dollars) (the "Settlement Amount"), by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice. CSC shall make the required payment no later than ten (10) business days after the Effective Date of this Agreement.

2. Conditioned upon the United States receiving the Settlement Amount from CSC and as soon as feasible after receipt, the United States shall pay \$249,750 to Relator by electronic funds transfer pursuant to written instructions to be provided by Relator's counsel.

3. CSC and Relator will resolve Relator's claim for expenses, attorneys' fees and costs pursuant to a separate written agreement or, in the absence of an agreement, as may be ordered by the Court.

4. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon CSC's full payment of the Settlement Amount, the United

States releases CSC and its successors and assigns from any civil or administrative monetary claim the United States has for the Covered Conduct under the Contract Disputes Act, 41 U.S.C. §§ 7101-7109; the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 below, and conditioned upon CSC's full payment of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases CSC and its successors and assigns from any civil monetary claim the Relator has asserted, could have asserted, or may assert in the future, from the beginning of the world to the date of this Agreement, related or connected in any way to (a) the Covered Conduct, including civil monetary claim the relator claims on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and (b) the Civil Action, provided that this release does not apply to any claim by Relator under 31 U.S.C. § 3730(d) for expenses, attorneys' fees, and or costs related to the Civil Action.

6. Notwithstanding the releases given in paragraph 4 and 5 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 the 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;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due;
- i. Any liability of individuals.

7. 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, pursuant to 31 U.S.C. § 3730(c)(2)(B).

Conditioned upon Relator's receipt of the payment described in Paragraph 2, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action against CSC or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the claims against CSC in the Civil Action.

8. CSC and its successors and assigns fully and finally releases Relator and his heirs, successors, attorneys, agents, and assigns from any claims that CSC could have asserted or may assert in the future, from the beginning of the world to the date of this Agreement, related or connected in any way to (a) the Covered Conduct, and (b) Relator's and the United States' investigation and prosecution of the Civil Action.

9. CSC waives and shall not assert any defenses CSC 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.

10. CSC fully and finally releases 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 CSC 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.

11. 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 CSC, and its

present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) CSC's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment CSC makes to the United States pursuant to this Agreement and any payments that CSC may make 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 CSC, and CSC 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, CSC shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by CSC or any of its subsidiaries or affiliates

from the United States. CSC agrees that the United States, at a minimum, shall be entitled to recoup from CSC 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 CSC's books and records and to disagree with any calculations submitted by CSC or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by CSC, or the effect of any such Unallowable Costs on the amount of such payments.

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

13. Upon receipt of the payment described in Paragraph 1, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). With the exception of Relator's claims for expenses, attorneys' fees and costs under 31 U.S.C. § 3730(d), the claims asserted against CSC in the Civil Action shall be dismissed with prejudice to Relator, and with prejudice to the United States with respect to the Covered Conduct, but otherwise without prejudice to the United States.

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

15. 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.

16. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement and Relator's claim for expenses, attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d) is the

United States District Court for the District of Columbia. 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.

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

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 CSC's successors, transferees, heirs, 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.

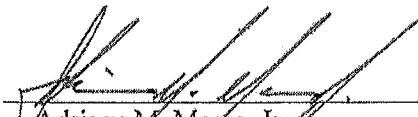
23. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

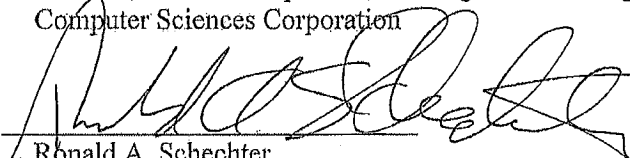
THE UNITED STATES OF AMERICA

DATED: 10/27/15 BY: Gregory Pearson
Gregory Pearson
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: Darrell C. Valdez
Darrell C. Valdez
Assistant U.S. Attorney
United States Attorney's Office
District of California

DEFENDANT

DATED: 26 OCT 2015 BY: 
Adriaen M. Morse, Jr.
Director, Global Compliance, Investigations & Litigation
Computer Sciences Corporation

DATED: 27 OCT 2015 BY: 
Ronald A. Schechter
Arnold & Porter LLP
Counsel for Defendant

RELATOR

DATED: _____ BY: _____
John C. Kingsley

DATED: _____ BY: _____
Paul S. Schleifman
Schleifman Law. PLC
Counsel for Relator

DEFENDANT

DATED: _____ BY: _____
Adriaen M. Morse, Jr.
Director, Global Compliance, Investigations & Litigation
Computer Sciences Corporation

DATED: _____ BY: _____
Ronald A. Schechter
Arnold & Porter LLP
Counsel for Defendant

RELATOR

DATED: Oct 26, 2015 BY: John C. Kingsley
John C. Kingsley

DATED: 10/27/15 BY: Paul S. Schleifman
Paul S. Schleifman
Schleifman Law, PLC
Counsel for Relator