SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement ("Agreement") is between the United States of America, acting through the United States Attorney's Office for the Eastern District of Washington, and on behalf of the United States Department of Energy ("DOE") (collectively, the "United States"); and Alicia Woodrich (the United States and Alicia Woodrich are referred to collectively herein as the "Parties" where appropriate).

II. RECITALS

A. Alicia Woodrich was employed as a Material Coordinator with Fluor Hanford, Inc., ("Fluor") at times including from approximately October of 2002 to October 2008. In her capacity as a Material Coordinator Alicia Woodrich purchased materials for Fluor's use in connection with Contract No. DE-AC06-96RL13200 between Fluor and DOE using a government issued purchase card ("P-Card"). All purchases made by Alicia Woodrich as a Material Coordinator for Fluor using her P-Card were ultimately paid for by the United States through a DOE funded line of credit.

B. Fast Pipe and Supply Co., Inc., ("Fast Pipe") was a vendor and subcontractor that supplied materials to various government prime contractors including Fluor. Fast Pipe was owned and operated by Shane Fast. While acting as a Material Coordinator for Fluor, Alicia Woodrich made purchases from Fast Pipe with her P-Card.

C. The United States asserts that it has civil claims and civil causes of action against Alicia Woodrich for damages and civil penalties, under the False Claims Act, 31 U.S.C. §§ 3729-3733, under the Anti-Kickback Act, 41 U.S.C. § 8701 et. seq., and under the common law for the alleged conduct described as follows (the "Covered Conduct"): 
1. During the month of March 2006, Alicia Woodrich made purchases of materials from Fast Pipe totaling $3,925.34 with her P-Card. During the month of December 2006, Alicia Woodrich made purchases of materials from Fast Pipe totaling $2,475.09 with her P-Card. During Fast Pipe’s 2007 fiscal year, Alicia Woodrich made purchases from Fast Pipe during all 12 months for a total of $77,931.32 and a monthly average amount of $6,494.28. These purchases were ultimately paid for by the United States through a DOE funded line of credit.

2. In March of 2006 Alicia Woodrich, as a Material Coordinator with Fluor, accepted kickbacks from Shane Fast in the form of two sporting event tickets with an approximate value of $298.50. In December of 2006 Alicia Woodrich, as a Material Coordinator with Fluor, accepted kickbacks from Shane Fast in the form of a gift card to Macy’s with an approximate value of $100. During one unknown month during 2007 Alicia Woodrich, as a Material Coordinator with Fluor, accepted kickbacks from Shane Fast in the form of two tickets with an approximate total value of $30 to at least one Seattle Mariners Major League Baseball game.

3. The kickbacks that Shane Fast provided to Alicia Woodrich were for the purpose of obtaining or rewarding favorable treatment from a prime contractor employee to wit: Alicia Woodrich’s purchases from Fast Pipe as a Material Coordinator for Fluor with her P-Card.

4. Alicia Woodrich knowingly accepted the kickbacks from Shane Fast while making and continuing to make purchases as a Material Coordinator for Fluor from Shane Fast’s company Fast Pipe in violation of Fluor’s rules, on which she had received training, as well as in violation of the terms in Fluor’s contract with DOE and applicable federal regulations and
statutes.

5. Had DOE known that Alicia Woodrich was accepting kickbacks from Fast Pipe it would not have approved any of the amounts used to ultimately pay for her purchases from Fast Pipe through the DOE funded line of credit.

6. As a result of the conduct described in Paragraphs II.C.1 through II.C.5, in March of 2006, December of 2006, and one unknown month during 2007, Alicia Woodrich knowingly accepted things of value, which were provided in order to improperly induce and/or reward favorable treatment for Fast Pipe on Fluor's DOE contract, thereby committing knowing violations of the Anti-Kickback Act, 41 U.S.C. § 8701 et. seq. Additionally, as a result of the conduct described in Paragraphs II.C.1 through II.C.5, in March of 2006, December of 2006, and one unknown month during 2007, Alicia Woodrich knowingly presented and/or caused to be submitted false and fraudulent claims for the payment of her P-Card purchases from Fast Pipe to DOE, thereby committing violations of the False Claims Act, 31 U.S.C. §§ 3729-3733.

D. Alicia Woodrich does not admit the contentions of the United States as set forth in Paragraphs II.C above.

E. In order to avoid the delay, uncertainty, inconvenience and expense of protracted litigation of these claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties reach a full and final settlement as set forth below.

III. TERMS AND CONDITIONS

1. Alicia Woodrich agrees to pay to the United States the total sum of $14,700.00 ("Settlement Amount") no later than 5:00 p.m. on February 15, 2012.

a. Alicia Woodrich shall pay the Settlement Amount to the United States by
check or money order made payable to the United States Department of Justice and mailed to the United States Attorney’s Office for the Eastern District of Washington, PO Box 1494, Spokane, WA 99210-1494, post marked no later than 5:00 p.m. on February 15, 2012..

2. Subject to paragraph III.3 (concerning excluded claims) below, and conditioned upon Alicia Woodrich’s full payment of the Settlement Amount and her agreement to continue to cooperate with the United States and to testify truthfully in any legal proceeding or deposition in a matter involving the United States as a party and which involves the civil or criminal liability of any entity or individual other than Alicia Woodrich, the United States agrees to release Alicia Woodrich, except as reserved in Paragraphs III.3 and III.9, from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729 - 3733, the Anti-Kickback Act, 41 U.S.C. § 8701 et. seq, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, and all claims under common law for payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to Alicia Woodrich are the following claims of the United States:

(a) Any civil, criminal, or administrative 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 Covered Conduct described above;

(e) Any claims based upon such obligations as are 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 provided by Alicia Woodrich;

(g) Any liability for failure to deliver goods or services due;

(h) Any liability for any personal injury or consequential damages claim; and

(i) Except as explicitly stated in this Agreement, any liability of any other
individuals or entities implicated in the Covered Conduct.

4. Alicia Woodrich waives and shall not assert any defences she may have to any
criminal prosecution or to 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 to the Constitution, or under the Excessive Fines Clause in the Eighth Amendment
to 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.

5. Alicia Woodrich finally and fully releases the United States, its agencies,
employees, servants, and agents from any claims (including attorney’s fees, costs, and expenses
of every kind and however denominated) that Alicia Woodrich has asserted, could have
asserted, or may assert in the future against the United States, and its agencies, employees,
servants, and agents, related to the Covered Conduct and the United States’ investigation and
prosecution thereof.

6. Alicia Woodrich agrees to the following:

a. **Unallowable Costs Defined**: that all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Alicia Woodrich in connection with:

   (1) the matters covered by this Agreement;
   
   (2) the United States’ audits and civil and criminal investigations of the matters covered by this Agreement;
   
   (3) Alicia Woodrich’s investigation, defence, and corrective actions undertaken in response to the United States’ audits and civil and criminal investigations in connection with the matters covered by this Agreement (including attorney’s fees);
   
   (4) the negotiation and performance of this Agreement; and
   
   (5) the payment(s) Alicia Woodrich makes to the United States pursuant to this 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 Alicia Woodrich, and Alicia Woodrich shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.

c. **Treatment of Unallowable Costs Previously Submitted for Payment**: Alicia Woodrich further agrees that within 90 days of the Effective Date of this Agreement she
shall identify any Unallowable Costs (as defined in this Paragraph) included in payments previously sought by Alicia Woodrich or any entity owned or controlled by Alicia Woodrich or any of their subsidiaries or affiliates from the United States. Alicia Woodrich agrees that the United States, at a minimum, shall be entitled to recoup from Alicia Woodrich any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs in any such payments. Any payments due shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Alicia Woodrich regarding any Unallowable Costs included in payments previously sought by Alicia Woodrich, or the effect of any such Unallowable Costs on the amount of such payments.

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

7. 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. The Parties do not release any claims against any other person or entity, including, but not limited to, Fluor Hanford, Inc., or any of its respective officers, agents, or employees or former employees. Nor does this Agreement release, in any way, Fast Pipe and Supply, Inc., or any of its respective owners, directors, officers, employees, or former employees including but not limited to Shane Fast and Skyler Hamm.

8. Alicia Woodrich warrants that she has reviewed her financial situation and that she is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I).
Further, the Parties warrant that, in evaluating whether to execute this Agreement, they: (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Alicia Woodrich, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Alicia Woodrich was or became indebted on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

9. If, within 90 days of the Effective Date of this Agreement or of any payment made under this Agreement, either Alicia Woodrich commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking to have any order for relief of Alicia Woodrich’s debts, or seeking to adjudicate as bankrupt or insolvent, Alicia Woodrich agrees as follows:

a. Alicia Woodrich’s obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Alicia Woodrich shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Alicia Woodrich’s obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Alicia Woodrich was insolvent at the time that this Agreement was entered into, or Alicia Woodrich became insolvent as a result of the payment made to the United States made pursuant to this Agreement; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Alicia Woodrich.
b. If Alicia Woodrich’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 Alicia Woodrich for the claims that would otherwise be covered by the releases provided in Paragraph III.2 above. Alicia Woodrich 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 Alicia Woodrich shall not argue or otherwise contend that the United States’ claims, actions, or proceedings are subject to an automatic stay; (ii) Alicia Woodrich shall not plead, argue, or otherwise raise any defences under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceedings that are brought by the United States within 90 calendar days of written notification to Alicia Woodrich that the releases have been rescinded pursuant to this Paragraph, except to the extent that such defences were available on the Effective Date of this agreement; and (iii) the United States has a valid claim against Alicia Woodrich in the amount of at least $194,334.91 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. Alicia Woodrich acknowledges that her agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

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. Alicia Woodrich represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

12. This Agreement is governed by the laws of the United States. The Parties agree that exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is in the United States District Court for the Eastern District of Washington.

13. For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

14. This Agreement constitutes the complete agreement between the United States and Alicia Woodrich. This Agreement may not be amended except by written consent of the Parties.

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

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

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

18. This Agreement is binding on Alicia Woodrich’s successors, transferees, heirs, and assigns.

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19. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures and scanned or other electronic signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures.

UNITED STATES OF AMERICA

Dated: 1-17-12

By: ______________________

TYLER H.L. TORNABENE
Assistant United States Attorney
Eastern District of Washington

Alicia Woodrich

Dated: 1/17/12

By: ______________________

Alicia Woodrich

Dated: 1/17/12

By: ______________________

George Fearing
Attorney for Alicia Woodrich