

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA)
)
 Plaintiff,)
)
 v.)
)
 ALAN MAUK ASSOCIATES, LTD.)
)
 and)
)
 ALAN MAUK)
)
 Defendants.)

Civil Action No. 14cv409 ^{RAM}(RC)

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (“Agreement”) is entered into between the United States of America (the “United States”), acting through the United States Attorney’s Office for the District of Columbia, and Alan Mauk Associates, Ltd., and Alan Mauk (collectively “Defendants”) (sometimes the United States and Defendants are collectively referred to as the “Parties”).

II. RECITALS

The Parties agree to the following:

- A. Defendant Alan Mauk is the President and owner of Alan Mauk Associates, Ltd.
- B. Defendant Alan Mauk Associates, Ltd. is a firm engaged in lobbying before the United States House of Representatives and the United States Senate, and has its headquarters at 2121 Jamieson Avenue, #1405, Arlington, VA 22314.
- C. The Lobbying Disclosure Act, 2 U.S.C. § 1601, *et seq.*, as amended (the “LDA”),

requires all persons and/or organizations engaged in lobbying activities before the United States Congress to register with the Secretary of the Senate (“Senate”) and the Clerk of the House of representatives (“House”).

D. All persons and/or organizations registered pursuant to the LDA must submit quarterly reports, called “LD-2 reports,” to both the Senate and the House regarding certain aspects of their lobbying activities.

E. All persons and/or organizations registered pursuant to the LDA must submit semi-annual reports, called “LD-203 reports.” to both the Senate and the House disclosing their political contributions.

F. All persons and/or organizations registered pursuant to the LDA must submit a separate LD-2 report and LD-203 report for each client on whose behalf such persons and/or organizations engage in lobbying activities or political contributions.

G. All persons and/or organizations registered pursuant to the LDA who fail to timely file an LD-2 or LD-203 are subject to civil fines of not more than \$200,000 for each violation.

H. On March 14, 2014, the United States filed the above-captioned complaint pursuant to the LDA to recover civil monetary penalties for the Defendants’ failure to file LD-2 and LD-203 reports during the period of 2009 to 2013, as required under the LDA. Defendants’ actions described below in the sub-paragraphs below are referred to herein as the “Covered Conduct.”

1. Between 2009 and 2013, Defendants failed to timely file the requisite LD-2 quarterly reports (disclosing their lobbying activities) on at least thirteen (13) occasions.
2. Between 2009 and 2013, Defendants failed to timely file the requisite LD-2 semi-annual reports (disclosing their political

contributions) on at least thirteen (13) occasions.

3. Defendants have been notified by the House and Senate of their failure to file the quarterly LD-2 reports, not less than (9) times.
4. Defendants have been notified by the House and Senate of their failure to file the semi-annual LD-203 reports no less than thirteen (13) times.
5. Defendants failed to file the required reports within sixty (60) days of the date when the House and Senate sent their notices, thereby triggering the LDA's penalties provision.

I. This Court has subject matter jurisdiction over this matter under the LDA and 28 U.S.C. 2461(a).

J. This Court has personal jurisdiction over the Defendants pursuant to 31 U.S.C. 3732(a), because Defendants conducted business and engaged in lobbying before the United States House of Representatives and the United States Senate in the District of Columbia.

K. Defendants have received a copy of the Complaint in this action.

III. TERMS AND CONDITIONS

A. Alan Mauk shall pay to the United States Thirty Thousand Dollars (\$30,000.00) (Settlement Amount). The payments of the Settlement Amount shall be made by Alan Mauk as follows:

1. Fifteen Thousand Dollars (\$15,000.00) shall be paid upon execution of this Agreement and the attached Entry of Consent Judgment.
2. Five Thousand Dollars (\$5,000.00) shall be paid within one-hundred twenty (120) days from the execution of this Agreement and the attached Entry of Consent Judgment.
3. Five Thousand Dollars (\$5,000.00) shall be paid within two-hundred forty (240) days from the execution of this Agreement and the attached Entry of Consent Judgment.
4. Five Thousand Dollars (\$5,000.00) shall be paid within three-hundred sixty

(360) days from the execution of this Agreement and the attached Entry of Consent Judgment.

B. Alan Mauk may, at any time prior to the above-scheduled payment dates, pay off the entire amount of the Thirty Thousand Dollars (\$30,000.00) then owed to the United States.

C. Alan Mauk understands that the United States has the right to enter the attached, signed Entry of Consent Judgment for the Court's approval if he fails to timely pay the Settlement Amount. Attachment A. "Failure to timely pay the Settlement Amount" means that Alan Mauk has failed to make any of the described payments in Subparagraphs A, above (Terms and Conditions). Defendants agree not to contest the filing of the attached Entry of Consent Judgment upon showing by the United States Attorney's Office for the District of Columbia to the Court of Defendants' failure to timely pay the settlement amounts as defined in the preceding sentence.

D. Notwithstanding any term of this Agreement, the following claims of the United States are specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Defendants):

1. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code); and
2. Any liability to the United States (or its agencies) for any conduct other than the conduct serving as the basis for the above-captioned Complaint.

E. Alan Mauk fully and finally 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 Alan Mauk has asserted, could have asserted, and its agencies, employees, servants, and agents, related to the conduct described in and covered by the United States' Complaint.

F. 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.

G. Upon execution of this Agreement and the Consent for Entry of Judgment, the United States shall promptly sign and file in this Civil Action a Stipulation of Dismissal without prejudice. Filing of the Stipulation of Dismissal without prejudice does not preclude, the filing of the Entry of Consent Judgment if Alan Mauk fails to make any of the described payments in Paragraphs A, provided, however, that if the Internal Revenue Service (“IRS”) takes legal action against Alan Mauk to attach his assets, accounts, or income or to otherwise levy execution for unpaid taxes where such action renders impossible or substantially interferes with Alan Mauk’s ability to perform the terms of this Agreement, Alan Mauk shall immediately notify the United States of the IRS action within seven (7) days of when he receives notice of a potential IRS action, and the effect of the IRS action on Alan Mauk’s payment of amounts outstanding or remaining to be paid under this Agreement. The United States agrees not to automatically file the Consent Judgment for 30 days so that Alan Mauk may develop and propose a revised and/or extended payment plan for the United States to consider.

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

I. Alan Mauk represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

J. This Agreement is governed by the laws of the United States. The Parties agree that the laws and statutes of the United States, and the applicable federal case law of this jurisdiction (i.e., the jurisdiction over which the United States District Court for the District of Columbia has authority) shall govern any dispute arising between and among the Parties under this Agreement.

K. For purposes of construction, 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.

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

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

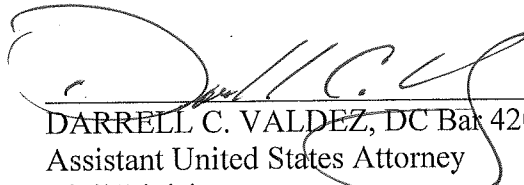
N. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

O. 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.


DATED: 1/12/15

RONALD C. MACHEN JR., D.C. Bar # 447889
United States Attorney

DANIEL F. VAN HORN, D.C. Bar # 924092
Chief, Civil Division


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Attorneys for the United States of America

DATED: Dec. 17, 2014 BY:


ALAN MAUK

Individually and on behalf of Alan Mauk
Associates, LTD.

DATED: 12-17-2014

BY: 

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Attorney for the Defendants