

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between WayPoint Consulting, LLC (“WayPoint”) and the United States of America, acting through the United States Attorney’s Office for the District of Columbia, and on behalf of the Clerk of the United States House of Representatives and the Secretary of the United States Senate.

Collectively, all of the above will be referred to as “the Parties.”

### PREAMBLE

As a preamble to this Agreement, the Parties state the following:

A. At all relevant times, Waypoint was a lobbying firm registered with the United States House of Representatives and the United States Senate pursuant to the Lobbying Disclosure Act (“LDA”), 2 U.S.C. § 1601 *et seq.*;

B. The United States contends that prior to October 2011, WayPoint violated the LDA by failing to file in a timely fashion quarterly reports regarding WayPoint’s lobbying activities;

C. The United States further contends that prior to October 2011, WayPoint and its registered lobbyist violated the LDA by failing to file in a timely fashion semiannual reports regarding their political contributions;

D. The United States contends that it has certain civil claims against WayPoint and its registered lobbyist arising out of these violations of the LDA;

E. The Parties mutually desire to reach a full and final settlement of all civil claims the United States has or may have against WayPoint and its registered lobbyist based on the conduct alleged above.

## TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations in this Agreement, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. WayPoint agrees to pay to the United States the sum of forty-five thousand dollars (\$45,000) (the "Settlement Amount"). The Settlement Amount shall be payable in two installments. The first installment, in the amount of twenty-five thousand dollars (\$25,000), shall become due and payable within ten (10) days of the Effective Date of this Agreement. The second installment, in the amount of twenty thousand dollars (\$20,000), shall become due and payable within one hundred eighty (180) days of the Effective Date of this Agreement.

WayPoint agrees to pay each installment by cashier's or certified check drawn to the order of the United States Treasury with the notation "WayPoint Consulting 2011v00475" and mailed or delivered to Jennifer A. Short, Assistant United States Attorney, Civil Division, 555 Fourth Street NW, Washington, D.C. 20530.

2. WayPoint agrees that, within thirty (30) days of the Effective Date of this Agreement, to the extent it has not already done so, it will file with the Secretary of the Senate and the Clerk of the House any outstanding quarterly lobbying reports.

3. WayPoint also agrees that, within thirty (30) days of the Effective Date of this Agreement, to the extent it has not already done so, it will file with the Secretary of the Senate and the Clerk of the House any outstanding semi-annual political contributions reports for itself and for its registered lobbyist.

4. WayPoint further agrees that, for a period of three (3) years from the Effective Date of this Agreement, it shall be responsible for the timely filing of all reports required under the LDA for itself and for its registered agent or agents. WayPoint agrees that if it or its registered agent or agents should fail to file in a timely fashion with the Secretary of the Senate or the Clerk of the House any report required by the LDA, then WayPoint shall be liable for the full amount of the civil penalty provided for at 2 U.S.C. § 1606(a) for each such failure to file. WayPoint agrees that a referral from the Secretary of the Senate or the Clerk of the House to the United States Attorney's Office for the District of Columbia for enforcement proceedings shall create the presumption that WayPoint has violated the LDA and is liable pursuant to this paragraph unless it can present the United States Attorney's Office with evidence sufficient to establish that no violation occurred.

5. Subject only to the conditions specified below, on receipt of the full Settlement Amount described in Paragraph 1 above, the United States will release and will be deemed to have released WayPoint from any civil or administrative monetary claims that the United States has or may have under the Lobbying Disclosure Act, 2 U.S.C. § 1601 *et seq.*, for the conduct described in Paragraphs B and C of the Preamble.

6. The United States specifically does not release WayPoint from (a) any criminal, civil or administrative claims arising under Title 26 U.S. Code (Internal Revenue Code); (b) any liability to the United States (or any agencies thereof) for any conduct other than that identified in Preamble Paragraphs B and C; and (c) any obligations created by this Agreement.

7. Nothing in this Agreement constitutes an agreement by the United States concerning the characterization of the amounts paid hereunder for purposes of any proceeding under Title 26 of the Internal Revenue Code.

8. The Parties agree that this Agreement does not constitute an admission by any person or entity, and shall not be construed as an admission by any person or entity, with respect to any issue of law or fact.

9. This Agreement shall be binding upon the Parties, their successors, assigns, and heirs.

10. This Agreement shall become final and binding only upon signing by each respective party hereto.

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

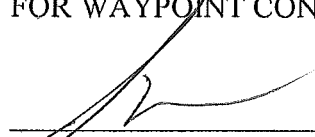
12. This Agreement may not be changed, altered or modified except in writing signed by all Parties.

13. The individual signing this Agreement on behalf of WayPoint represents and warrants that he is authorized by WayPoint to execute this Agreement. The United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

14. The undersigned United States signatories represent that they are signing this Agreement in their official capacities.

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

FOR WAYPOINT CONSULTING:

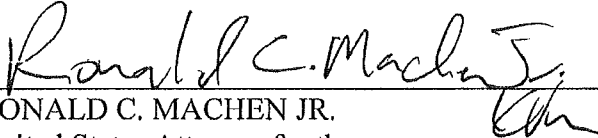


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Jason Torchinsky  
Holtzman Vogel PLLC  
45 North Hill Drive, Suite 100  
Warrenton, VA 20186


Dated: 11/2/2011

FOR THE UNITED STATES OF AMERICA:

  
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RONALD C. MACHEN JR.  
United States Attorney for the  
District of Columbia

Dated: 10/31/11

  
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RUDOLPH CONTRERAS  
Civil Chief

  
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JENNIFER A. SHORT  
Assistant United States Attorney  
555 Fourth Street, NW  
Washington, D.C. 20530  
(202) 307-6078