

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the United States Transportation Command (“USTRANSCOM”) (collectively the “United States”); Menlo Worldwide Government Services, LLC; Menlo Logistics, Inc.; Con-way Inc.; XPO Logistics, Inc. (collectively “Menlo”); Estes Forwarding Worldwide LLC and Estes Express Lines (collectively “Estes”); (Menlo and Estes collectively “Defendants”); and Relators Richard Ricks and Marcelo Cuellar through their authorized representatives. Collectively, all of the above hereafter will be referred to as “the Parties.”

### RECITALS

A. Menlo Worldwide Government Services, LLC, a subsidiary of Menlo Logistics, Inc., itself a subsidiary of Con-way Inc., is a limited liability company established in Delaware, registered to do business in multiple states, including California, and its principal office in California is located at 560 Mission Street, Suite 2950, San Francisco, California 94105. On October 30, 2015, Defendant XPO Logistics, Inc., a Delaware corporation headquartered in Connecticut and publicly listed on the New York Stock Exchange, acquired Con-way Inc. Collectively, these entities are referred to hereafter as “Menlo.”

B. Estes Forwarding Worldwide LLC, a limited liability company and subsidiary of Estes Express Lines, was established in Virginia on April 6, 2007, and its principal office is located at 1100 Commerce Road, Richmond, Virginia.

C. On August 17, 2007, USTRANSCOM announced the award of the competitively competed Defense Transportation Coordination Initiative (the “DTCI

Contract”), HTC711-07-D-0032 (“DTCI”) to Menlo. In winning the proposal to be the Government’s contractor, Menlo undertook to manage Department of Defense (“DOD”) freight movements in the continental United States under the DTCI Contract. After its selection as Coordinator to manage the shipment of military freight under the DTCI Contract, Menlo entered into subcontracts with a number of different entities to have the freight transported. For example, Menlo contracted with Estes Forwarding Worldwide LLC and other air carriers and freight forwarders for air freight services, each pursuant to a “Master Air Freight Services Agreement.” Menlo also contracted with Estes Express Lines and other motor carriers for less-than-truckload services, each pursuant to a “Master Broker/Motor Carrier Agreement.”

D. On March 18, 2013, a *qui tam* action was filed in the United States District Court for the Eastern District of California captioned *U.S. ex rel. Richard Ricks and John Doe v. Menlo Worldwide Government Services, LLC, Con-Way Inc., Estes Forwarding Worldwide LLC, Estes Express Lines, and Does 1 through 10*, action number 2:13-cv-0539, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b). On February 9, 2016, a First Amended Complaint was filed in the United States District Court for the Eastern District of California captioned *U.S. ex rel. Richard Ricks and Marcelo Cuellar v. Menlo Worldwide Government Services, LLC; Menlo Logistics, Inc.; Con-Way Inc.; XPO Logistics, Inc.; Estes Forwarding Worldwide LLC; Estes Express Lines; and Does 1 through 25*, action number 2:13-cv-0539 (the “Civil Action”). The Civil Action includes three False Claims Act causes of action (Counts I-III) alleging that Defendants knowingly submitted, caused the submission of, and conspired to submit, false and fraudulent claims to the United States in their work under the DTCI Contract in

violation of 31 U.S.C. §§ 3729(a)(1)(A), (B), (C), and (G). Relator Marcelo Cuellar also alleges (Counts IV, V) claims for Retaliation under 31 U.S.C. §3730(h) and wrongful termination in violation of public policy and California Labor Code § 1102.5. The United States intervened in the Civil Action on Counts I-III on April 23, 2016 for purposes of finalizing this False Claims Act settlement.

E. The United States contends that it has certain civil claims against Defendants under the DTCI Contract, arising from the following conduct alleged to have occurred for shipments ordered, moved, or invoiced during the period from August 17, 2007 through April 16, 2016: (1) overcharging for the actual line haul costs of shipping freight by claiming the freight was shipped by air when the freight was actually shipped by ground, making use of weekends and exceptions so as to transport air shipments via surface transportation, and obtaining cost savings from using ground shipments instead of air shipments to benefit Defendants, at the expense of the Government; (2) overcharging for higher accessorial surcharges in connection with freight shipments by charging for air fuel surcharges instead of ground fuel surcharges when the freight was actually shipped by ground; (3) overcharging for other accessorial surcharges in connection with shipments by charging over-dimensional/oversized surcharges for air shipments when the freight was actually shipped by ground and was ineligible for an oversize surcharge at all when shipped by ground; (4) overcharging for expedited shipments, through which line haul and accessorial charges were wrongfully inflated; (5) overcharging for truckload shipments by improperly rounding mileage and calculating mileage that is inconsistent with mileage reflected in the Defense Table of Official Distances (“DTOD”); (6) overcharging the line haul rate when re-rating for reconsignment, incurring

reconsignment charges above the permitted accessorial charge for reconsignment, and/or overcharging a higher fuel surcharge rate for reconsigned freight by selecting the highest rate in effect on either the pickup date or diversion date, rather than applying only the fuel surcharge rate in effect on the pickup date; (7) overcharging for less than truckload shipments by using an inflated weight for such shipments; and (8) Menlo's failing to perform contractual duties to audit, monitor, and coordinate freight shipments for the benefit of the government by allowing the above specified overcharges to occur. The foregoing conduct is collectively referred to below as the "Covered Conduct."

F. Defendants expressly deny the allegations related to the Covered Conduct and expressly deny any wrongdoing or liability for the Covered Conduct. Neither this Agreement, nor the performance of any obligations under it, including any payment, nor the fact of settlement, is intended to be, or shall be understood as, an admission of liability or wrongdoing, or expression reflecting upon the merits of the dispute by Defendants. This Settlement Agreement is not a concession by the United States that its claims are not well founded.

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

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and to reach a full and final settlement and release with the United States and Relators of the Covered Conduct (subject to the exceptions in Paragraphs 4d, 5 and 9b), and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

## TERMS AND CONDITIONS

1. XPO Logistics, Inc. shall cause XPO Logistics Worldwide, Inc. to pay to the United States, on behalf of Defendant Menlo Worldwide Government Services, LLC (now known as XPO Logistics Worldwide Government Services, LLC) the total sum of ten million dollars (\$10,000,000) and Estes Forwarding Worldwide LLC, on behalf of itself and Estes Express Lines, shall pay the United States the total sum of three million dollars (\$3,000,000) (the "Settlement Amounts") by electronic funds transfer, pursuant to written instructions to be provided by the Office of the United States Attorney for the Eastern District of California, no later than the latter of seven (7) business days after the Effective Date of this Agreement or three (3) business days after receiving written instructions from the United States. If payments are not timely received, Defendants shall also pay the United States interest on their respective Settlement Amounts at a rate of 10% from the Effective Date of the Agreement through the date payment is finally received.

2. Subject to the exceptions in Paragraph 5 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Amounts, the United States releases Defendants, together with their current and former parent corporations, predecessors, successors, heirs, transferees, affiliates, direct and indirect subsidiaries, brother or sister corporations, divisions, partners, licensees, and joint ventures; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct, including releasing Defendants for the Covered Conduct as it applies to all subcontract carriers, 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. §§ 7101-7109; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Subject to the exceptions in Paragraph 5 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Amounts, USTRANSCOM releases Defendants, together with their current and former parent corporations, predecessors, successors, heirs, transferees, affiliates, direct and indirect subsidiaries, brother or sister corporations, divisions, partners, licensees, and joint ventures; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim that it has for the Covered Conduct, including releasing Defendants for the Covered Conduct as it applies to all subcontract carriers, under the Transportation Act, 31 U.S.C. § 3726(d) for overcharges and debts relating to transportation bills.

4. **Release by Relators.** Conditioned upon Defendants' full payment of the Settlement Amounts, along with any interest owed thereon, and subject to the exceptions to releases set forth in paragraph 4d, Relators release their claims related to the Civil Action and the matter raised therein, the Covered Conduct, and investigation and prosecution thereof, as follows:

a. **Matters Released as to Defendants.** Relators, for themselves and for their family members, heirs, transferees, executors, representatives, successors, employees, attorneys, non-attorney agents, transferees, assigns and all other persons, firms, partnerships or corporations with whom Relators have been, are now, or may later be affiliated (collectively, "Relators"), release Defendants and their current and former

parent corporations, predecessors, successors, heirs, transferees, affiliates, direct and indirect subsidiaries, brother and sister corporations, divisions, partners, licensees, and joint ventures; current or former corporate owners; and the corporate successors and assigns of any of them, together with all of their officers, directors, agents, and employees (for this paragraph collectively “Released Defendants”) from any and all claims, rights, demands, suits, matters, issues, actions, causes of action, liabilities, damages, losses, obligations, sanctions, costs, loss of services, loss of earnings, compensation of any nature whatsoever, and judgments of any kind or nature whatsoever, from the beginning of time through the Effective Date of this Settlement Agreement, whether known or unknown, contingent or absolute, foreseeable or unforeseeable, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, for damages (compensatory or punitive), injunctive relief or any other remedy, whether for violation of any federal, state, or local law, regulation, rule or ordinance, public policy, contract (express, implied or otherwise), duty, standard of care, tort, right, common law, or other source of obligation or theory of recovery that the Relators have or may have, may gain, or may assert against any or all the Released Defendants, including but not limited to any and all federal and state claims, whether disclosed or undisclosed, which Relators and Relators have asserted, could have asserted, or may assert now or in the future against any or all the Released Defendants related to the Civil Action and the matters raised therein, the Covered Conduct, and the Relators’ investigation and prosecution thereof, including but not limited to any civil monetary claim the Relators, for themselves and Relators or on behalf of the United States, have or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733 or from liability to Relators arising

out of or in any way connected to allegations in Counts I-III of the Civil Action, state false claims acts, common law or any other statute creating civil causes of action for relief for conduct alleged in the Civil Action and any civil monetary claim the United States may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733 (for purposes of the foregoing provisions of this subsection (a) of this paragraph only, the term “Relators” shall include Relators’ attorneys). Relators represent that they know of no cause of action that they currently possess against Released Defendants other than the following matters excepted from this Settlement and Release.

**b. Matters Released as to Doe Subcontractors.** Relators, for themselves and for their family members and heirs, solely in their representative capacity as relators for claims in which the United States is the real party in interest, release Doe Subcontractors (defined as all subcontract carriers other than Defendants Estes Forwarding Worldwide LLC and Estes Express Lines) from any and all claims, rights, and demands under the False Claims Act, 31 U.S.C. §§ 3729-3733, related to the Civil Action and the matter raised therein, the Covered Conduct, and investigation and prosecution thereof. This paragraph has no effect on the scope of the release provided by the United States herein.

**c. Representations and Warranty.** Relators represent and warrant that they and their counsel are the exclusive owner of the rights, claims, and causes of action herein released and none of them have previously assigned, reassigned, or transferred or purported to assign, reassign or transfer, any or any portion of any claim, demand, action, cause of action, or other right released or discharged under this Settlement Agreement except between themselves and their counsel.



d. **Matters Excepted from Release by Relators.** Notwithstanding the foregoing, or any other terms of this Agreement, this Agreement expressly does not resolve or release:

- i. Relators' right pursuant to 31 U.S.C. § 3730(d) to reasonable expenses necessarily incurred, plus reasonable attorneys' fees and costs relating to the Civil Action, the amount of which claim will be addressed separately by Relators, Relators' counsel, and Defendants. If Defendants and Relators are unable to reach agreement on the amount of the attorney's fees and costs payment, then the United States District Court for the Eastern District of California shall have continuing jurisdiction to issue an order with regard to the payment of attorneys' fees and costs.
- ii. Relator Cuellar's claims and remedies for retaliation and wrongful termination set forth in Counts IV and V of the First Amended Complaint.

Other than Relators' claims expressly excluded from release herein, Relators waive all rights they may have by virtue of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5. Notwithstanding the releases given in paragraphs 2, 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 Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products, including quality of goods and services other than the Covered Conduct;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage arising from the Covered Conduct.

6. Relators and their 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) and that the Settlement Amounts for each individual claim are also fair, adequate, and reasonable

under all the circumstances. In connection with this Agreement and this Civil Action, Relators and their 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 the Civil Action, nor any dismissal of 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 Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relators should receive of any proceeds of the settlement of their claim(s), and that no agreements concerning Relators share have been reached to date, other than the allocation of the Settlement Amount per claim.

7. Defendants waive and shall not assert any defenses they 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.

8. Defendants, together with their present and former affiliates, parents, subsidiaries, divisions and subdivisions, fully and finally release 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 Defendants have 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. Defendants hereby expressly waive all rights they may have by virtue of Section 1542 of the California Civil Code, set forth above. Defendants releases herein shall be effective whether or not they release claims that are currently known, unknown, foreseen or unforeseen.

9. **Release by Defendants.** Released Defendants, as defined in paragraph 4a, and subject to the exceptions to releases set forth in paragraph 9b, fully and finally release the Relators, as defined in paragraph 4a, as follows:

a. **Matters Released.** Released Defendants fully and finally release the Relators from any and all claims, rights, demands, suits, matters, issues, actions, causes of action, liabilities, damages, losses, obligations, sanctions, costs, loss of services, loss of earnings, compensation of any nature whatsoever, and judgments of any kind or nature whatsoever, from the beginning of time through the Effective Date of this Settlement Agreement, whether known or unknown, contingent or absolute, foreseeable or unforeseeable, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, for damages (compensatory or punitive), injunctive relief or any other remedy, whether for violation of any federal, state, or local law, regulation, rule or ordinance, public policy, contract (express, implied or otherwise), duty, standard of care, tort, right, common law, or other source of obligation or theory of recovery that the Released Defendants have or may have, may gain, or may assert against the Relators,

including but not limited to any and all federal and state claims, whether disclosed or undisclosed, which Released Defendants have asserted, could have asserted, or may assert now or in the future against the Relators related to the Civil Action and the matters raised therein, the Covered Conduct, and investigation and prosecution thereof. Released Defendants hereby expressly waive all rights they may have by virtue of Section 1542 of the California Civil Code, set forth above. Released Defendants represent that they know of no cause of action that they currently possess against Relators other than the following matters excepted from this Settlement and Release.

**b. Matters Excepted from Release by Estes Forwarding**

**Worldwide LLC and Estes Express Lines.** Notwithstanding the foregoing, or any other terms of this Agreement, this Agreement does not resolve or release any claim, defense, right of offset, or counterclaim that Estes Forwarding Worldwide LLC or Estes Express Lines may have against Marcelo Cuellar arising from, or in any way connected to, Relator Cuellar's claims and remedies for retaliation and wrongful termination set forth in Counts IV and V of the First Amended Complaint or his employment with either Estes Forwarding Worldwide LLC or Estes Express Lines.

10. Defendants agree to the following:

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 Defendants, 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' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil 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 payments Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relators, 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 Defendants, and Defendants 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: Within 90 days of the Effective Date of this Agreement, Defendants shall identify and repay, by adjustment to future claims for payment or otherwise, any Unallowable Costs included in payments previously sought by Defendants or any of its subsidiaries or affiliates from the United States. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants 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 Defendants' books and records and to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Defendants, or the effect of any such Unallowable Costs on the amount of such payments.

11. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall 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. Defendants 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 their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

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

13. Upon receipt of the Settlement Amounts described in Paragraph 1, above, Relators and the United States shall file a Joint Stipulation of Dismissal, subject to the terms of this Settlement Agreement, of the False Claims Act allegations (Counts I-III) in the Civil Action pursuant to Rule 41(a)(1). The joint stipulation of dismissal shall be with prejudice as to the United States' and Relators' claims as to the Covered Conduct

pursuant to and consistent with the terms and conditions of this Agreement, shall be without prejudice as to any other claims, and shall not dismiss the matters excepted from release by Relators in paragraph 4d.

14. Except as otherwise set forth herein, 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 into 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 is the United States District Court for the Eastern District of California. 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 signatories 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 Defendants and their successors, transferees, heirs, and assigns.



21. This Agreement is binding on Relators and their 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. Relators and Defendants warrant and represent as follows:

a. Relators and Relators' counsel warrant and certify that they have not disclosed, except as part of their ordinary work under the DTCI Contract, to any third party, excepting USTRANSCOM, the United States Department of Justice, and other relevant government agencies, and Relators' counsel's employees, and contractors, in whole or in part, any internal company documents and materials (including paper documents, e-mails, and electronically stored information) of any Defendant (both privileged and otherwise) that Relators and their counsel have obtained by any means.

b. Defendants and Defendants' counsel warrant and represent that they have not disclosed, except as part of their ordinary work under the DTCI Contract, to any third party, excepting USTRANSCOM, the United States Department of Justice, and other relevant government agencies, and Defendants' counsel's employees, and contractors, in whole or in part, any internal company documents and materials (including paper documents, e-mails, and electronically stored information) of any Relator (both privileged and otherwise) that Defendants and their counsel have obtained by any means.

24. Within thirty (30) days following resolution of all claims not released in this Agreement and final dismissal of the case with prejudice after any and all appeals:

a. Relators agree to return to Defendants or certify that they have destroyed, all documents and materials (including paper documents, e-mails, and electronically stores information) obtained from Defendants through any means, including but not limited to all materials produced by Defendants in response to, or in connection with, the United States' subpoena and Civil Investigative Demand and which were shared with, or provided to, Relator and/or Relator's counsel, or produced by Defendants in response to any future subpoena, demand, or discovery request in the case;

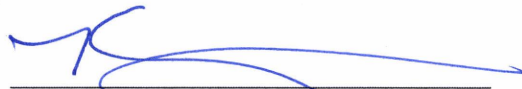
b. Defendants agree to return to Relators, or certify that they have destroyed, all documents and materials (including paper documents, e-mails, and electronically stored information) obtained from Relators through any means, including but not limited to all materials produced by Relators in response to any future subpoena, demand, or discovery request in the case.

25. 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

DATED: April 23, 2016

BY:

  
\_\_\_\_\_  
Kelli L. Taylor, Esq.  
Assistant United States Attorney  
Eastern District of California

DATED: April 22, 2016

BY:

\_\_\_\_\_  
Willie J. Mcalister, Esq.  
Office of General Counsel  
United States Transportation Command

a. Relators agree to return to Defendants or certify that they have destroyed, all documents and materials (including paper documents, e-mails, and electronically stores information) obtained from Defendants through any means, including but not limited to all materials produced by Defendants in response to, or in connection with, the United States' subpoena and Civil Investigative Demand and which were shared with, or provided to, Relator and/or Relator's counsel, or produced by Defendants in response to any future subpoena, demand, or discovery request in the case;

b. Defendants agree to return to Relators, or certify that they have destroyed, all documents and materials (including paper documents, e-mails, and electronically stored information) obtained from Relators through any means, including but not limited to all materials produced by Relators in response to any future subpoena, demand, or discovery request in the case.

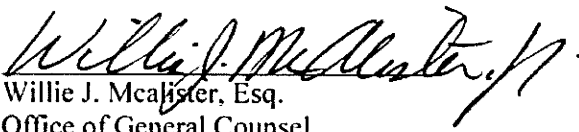
25. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES

DATED: April 22, 2016

BY: \_\_\_\_\_  
Kelli L. Taylor, Esq.  
Assistant United States Attorney  
Eastern District of California

DATED: April 22, 2016

BY:   
Willie J. McAlister, Esq.  
Office of General Counsel  
United States Transportation Command

DEFENDANTS

DATED: April 22, 2016

BY: 

Gordon Devens  
Chief Legal Officer, Menlo Worldwide  
Government Services, LLC, Menlo  
Logistics, Inc., Con-way Inc., XPO  
Logistics, Inc.

DATED: April 22, 2016

BY: 

Warren Hamel, Esq.  
Venable LLP  
Counsel for Menlo Worldwide  
Government Services, LLC, Menlo  
Logistics, Inc., Con-way Inc., XPO  
Logistics, Inc.

DATED: April 22, 2016

BY: \_\_\_\_\_

Scott Fisher  
Estes Forwarding Worldwide LLC

DATED: April 22, 2016

BY: \_\_\_\_\_

Thomas A. Coulter, Esq.  
LeClairRyan  
Counsel for Estes Forwarding Worldwide  
LLC

DATED: April 22, 2016

BY: \_\_\_\_\_

Robey W. Estes, Jr.  
Estes Express Lines

DATED: April 22, 2016

BY: \_\_\_\_\_

Josh Durham, Esq.  
Bell, Davis & Pitt, P.A.  
Counsel for Estes Express Lines

DEFENDANTS

DATED: April 22, 2016

BY:

\_\_\_\_\_  
Gordon Devens  
Chief Legal Officer, Menlo Worldwide  
Government Services, LLC, Menlo  
Logistics, Inc., Con-way Inc., XPO  
Logistics, Inc.

DATED: April 22, 2016

BY:

\_\_\_\_\_  
Warren Hamel, Esq.  
Venable LLP  
Counsel for Menlo Worldwide  
Government Services, LLC, Menlo  
Logistics, Inc., Con-way Inc., XPO  
Logistics, Inc.

DATED: April 22, 2016

BY:

Scott Fisher  
Scott Fisher  
Estes Forwarding Worldwide LLC

DATED: April 22, 2016

BY:

Thomas A. Coulter  
Thomas A. Coulter, Esq.  
LeClairRyan  
Counsel for Estes Forwarding Worldwide  
LLC

DATED: April 22, 2016

BY:

\_\_\_\_\_  
Robey W. Estes, Jr.  
Estes Express Lines

DATED: April 22, 2016

BY:

\_\_\_\_\_  
Josh Durham, Esq.  
Bell, Davis & Pitt, P.A.  
Counsel for Estes Express Lines

DEFENDANTS

DATED: April 22, 2016

BY: \_\_\_\_\_  
Gordon Devens  
Chief Legal Officer, Menlo Worldwide  
Government Services, LLC, Menlo  
Logistics, Inc., Con-way Inc., XPO  
Logistics, Inc.

DATED: April 22, 2016

BY: \_\_\_\_\_  
Warren Hamel, Esq.  
Venable LLP  
Counsel for Menlo Worldwide  
Government Services, LLC, Menlo  
Logistics, Inc., Con-way Inc., XPO  
Logistics, Inc.

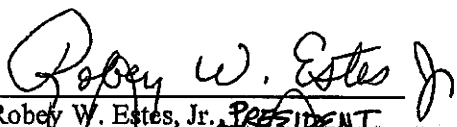
DATED: April 22, 2016

BY: \_\_\_\_\_  
Scott Fisher  
Estes Forwarding Worldwide LLC

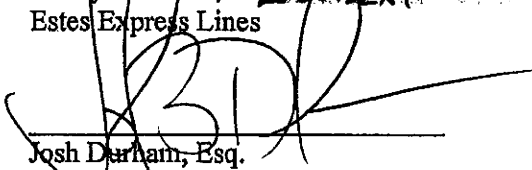
DATED: April 22, 2016

BY: \_\_\_\_\_  
Thomas A. Coulter, Esq.  
LeClairRyan  
Counsel for Estes Forwarding Worldwide  
LLC

DATED: April 22, 2016

BY:  \_\_\_\_\_  
Robey W. Estes, Jr., ~~PRESIDENT~~  
Estes Express Lines

DATED: April 22, 2016

BY:  \_\_\_\_\_  
Josh Durham, Esq.  
Bell, Davis & Pitt, P.A.  
Counsel for Estes Express Lines

RELATORS

DATED: April 22, 2016

BY:

  
Richard Ricks

DATED: April 22, 2016

BY:

\_\_\_\_\_  
Marcelo Cuellar

DATED: April 22, 2016

BY:

\_\_\_\_\_  
Michael Hirst, Esq.  
Hirst Law Group, P.C.  
Counsel for Relators

**RELATORS**


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Richard Ricks

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Marcelo Cuellar

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BY: \_\_\_\_\_

Michael Hirst, Esq.  
Hirst Law Group, P.C.  
Counsel for Relators



RELATORS

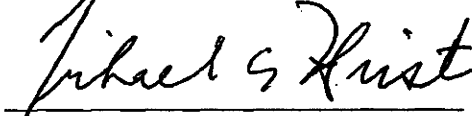
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Hirst Law Group, P.C.  
Counsel for Relators