

## 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 Department of Defense ("DOD") and the Defense Logistics Agency ("DLA"), an agency of the DOD (collectively the "United States"); the Relator, Kamal Al-Sultan ("Relator"); defendant Agility Public Warehousing Company-K.S.C., formerly known as Public Warehousing Company, K.S.C. ("PWC") and Tarek A. Sultan, Charles Tobias Switzer, Emad Al-Saleh and Stephen Lubrano (together with PWC, the "PWC Parties"); and defendant The Sultan Center Food Products Company, K.S.C. ("TSC"), through their authorized representatives. The United States, Relator, the PWC Parties and TSC shall be referred to collectively as the "Parties".

### RECITALS

A. PWC is a Kuwaiti shareholding company headquartered in Sulaibiya, Kuwait. PWC provides global logistics services. From May 2003 to December 2010, PWC provided food for United States military and support personnel in Iraq, Kuwait, Jordan and Qatar under a series of prime vendor contracts awarded by a field activity of the DLA then known as the Defense Supply Center Philadelphia ("DSCP"). This settlement concerns claims submitted by PWC under three prime vendor contracts. On May 28, 2003, DSCP awarded the first of these contracts, known as "PV-1" (Contract No. SP0300-03-D-3061), to PWC. On February 17, 2005, DSCP awarded a second prime vendor contract, the so-called "PV Bridge Contract" (Contract No. SPM300-05-D-3119), to PWC, which extended services under PV-1 through December 15, 2005. On

July 7, 2005, DSCP awarded a third prime vendor contract, known as "PV-2" (Contract No. SPM300-05-D-3128), to PWC. These three prime vendor contracts shall be referred to collectively as the "Prime Vendor Contracts".

B. TSC is a corporation existing under the laws of Kuwait. TSC is publicly listed on the Kuwait Stock Exchange under the symbol "SULTAN".

C. Relator is an individual and a resident of Kuwait. On November 18, 2005, Relator filed a *qui tam* action in the United States District Court for the Northern District of Georgia captioned *U.S. ex rel. Kamal Mustafa Al-Sultan v. Public Warehousing Company-K.S.C. d/b/a PWC Logistics*, Civil Action No. 1:05-cv-2968-GET, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action"). Relator subsequently filed a First Amended Complaint on September 25, 2006, and a Second Amended Complaint on October 1, 2009 (collectively "Relator's Complaint"). The United States intervened in part in the Civil Action on November 13, 2009 and filed the United States' Complaint in Intervention on January 5, 2011 and its First Amended Complaint in Intervention on September 30, 2011 (collectively "Complaint in Intervention").

D. On November 9, 2009, an indictment was filed against PWC in the United States District Court for the Northern District of Georgia captioned *United States v. The Public Warehousing Company – K.S.C. a/k/a Agility*, Crim. No. 1:09-CR 490 (the "Criminal Action"), which was subsequently unsealed on November 16, 2009. Contemporaneously with the execution of this Agreement, PWC has signed a plea agreement by which PWC agrees to enter a guilty plea to an information charging one misdemeanor count of Theft of Government Property, in violation of Title 18 United

States Code, Section 641 ("Plea Agreement"), pursuant to Fed.R.Crim.P. 11(c)(1)(c). PWC will enter its guilty plea in connection with the Plea Agreement on such a date as may be determined by the Court and is subject to its approval. Under separate agreements, to be entered into contemporaneously with this Settlement Agreement, PWC and DLA have agreed to resolve pending Contract Disputes Act, 41 U.S.C § 7101 *et seq.*, matters under the Prime Vendor Contracts ("DLA/PWC Settlement Agreement"), and issues concerning suspension and debarment ("Administrative Agreement")(together, "DLA Agreements").

E. The United States contends that it has certain civil claims against PWC, as specified in subparagraphs E.1-E.4, below, for submitting false claims for payment from 2003 to December 2010 pursuant to the Prime Vendor Contracts. The United States contends that PWC violated the False Claims Act, 31 U.S.C. §§ 3729-3733, and that it has claims for common law fraud and breach of contract based on its allegations that PWC:

1. Falsely represented that TSC's invoice price to PWC for purchase of local market ready items ("LMRI") was the proper "Delivered Price" within the meaning of that term under the Prime Vendor Contracts, rather than the lower price invoiced to TSC by manufacturers and suppliers of LMRI;
2. Falsely submitted claims to DSCP for the full amount of invoices PWC received from TSC and another company, Jordan Global, but routinely paid TSC and Jordan Global 10 percent less than the full amount of the invoices;

3. Falsely inflated the prices of LMRI that PWC purchased from IMISK.
4. Obtained discounts and rebates from various vendors located in the United States that it failed to disclose or pass through to DSCP, as required by the Prime Vendor Contracts, by falsely characterizing such discounts and rebates as discounts for prompt payment when, in fact, they were not.

The conduct described in this Paragraph E (inclusive of subparagraphs E.1-E.4) above shall hereinafter be referred to as the "PWC Covered Conduct."

F. The United States contends that it has certain civil claims against TSC, as specified in subparagraphs F.1-F.2, below, for causing PWC to submit false claims for payment from 2003 to 2010 pursuant to the Prime Vendor Contracts. The United States contends that it has claims against TSC for violating the False Claims Act, 31 U.S.C. §§ 3729-3733, and for common law fraud, based on its allegations that TSC:

1. Substantially marked-up the price of LMRI on the invoices it supplied to PWC in connection with the Prime Vendor Contracts over and above the amounts it paid to manufacturers and suppliers of LMRI;
2. Agreed with PWC that PWC could pay, and in fact did pay, 10 percent less than the full amount of TSC's invoiced price for LMRI that PWC purchased from TSC.

The conduct described in this Paragraph F (inclusive of subparagraphs F.1-F.2) above shall hereinafter be referred to as the "TSC Covered Conduct."

G. This Agreement is neither an admission by PWC or TSC of liability as to any of the claims settled under this Agreement nor an admission by the United States that its claims are not well-founded.

H. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this 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 Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. PWC shall pay to the United States \$95,000,000 (ninety-five million U.S. dollars) ("Settlement Amount").

a. PWC shall pay the full Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the U.S. Attorney's Office for the Northern District of Georgia. PWC agrees to make this electronic funds transfer no later than June 22, 2017.

b. If PWC's guilty plea pursuant to Fed. R. Crim. P. 11(c)(1)(C) in the Criminal Action described in the Preamble's Paragraph D is not accepted by the Court, this Agreement shall be null and void.

c. If the DLA/PWC Settlement Agreement described in the Preamble's Paragraph D is not executed, does not take or remain in effect, or is rendered void, this Agreement shall be null and void.

d. If this Agreement is rendered null and void because of the occurrence of conditions contained in subparagraphs 1(b) and/or 1(c) ("Rescission"), PWC and TSC will not plead, agree or otherwise raise defenses under theories of statute of limitations, laches, estoppel, or similar theories, to the re-filing of the Civil Action or the filing of any other civil or administrative claims, actions, or proceedings based upon the Covered Conduct that is brought by the United States within 90 calendar days of Rescission, except to such extent that such defenses were available as of November 5, 2005.

2. The Parties recognize that PWC will be responsible for Relator's reasonable attorney's fees. Such attorney's fees, costs, and expenses have been agreed to by counsel for Relator and counsel for PWC by separate agreement between PWC and Relator.

3. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon full payment of the Settlement Amount provided in Paragraph 1 and the execution of the DLA/PWC Settlement Agreement and the DLA/PWC Settlement taking effect, the United States releases the PWC Parties from any civil or administrative monetary claim the United States has for the PWC Covered Conduct under 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.

4. Subject to the exceptions in Paragraph 7 below (concerning excluded claims), and conditioned upon full payment of the Settlement Amount provided in

Paragraph 1 and the execution of the DLA/PWC Settlement Agreement and the DLA/PWC Settlement taking effect, the United States releases TSC from any civil or administrative monetary claim the United States has for the TSC Covered Conduct under 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 7 below, and conditioned upon the full payment of the Settlement Amount provided in Paragraph 1, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the PWC Parties and TSC and their heirs, successors, attorney's, agents, assigns, current and former officers, directors, shareholders, attorney's agents and assigns from any civil monetary claim the Relator has on behalf of the United States under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Conditioned upon timely full payment of the Settlement Amount provided in Paragraph 1, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the PWC Parties, TSC, and their heirs, successors, attorney's, agents, assigns, current and former officers, directors, shareholders, attorney's agents and assigns from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) Relator could have asserted, or may assert in the future against the PWC Parties and TSC in any jurisdiction related to or arising out of the solicitation, bidding, administration, or performance of the Prime Vendor Contracts, including, but not limited to, any claim Relator may bring on behalf of the United States under the False Claims Act, 31 U.S.C. §§ 3729-3733.

7. Notwithstanding the releases given in Paragraphs 4, 5 and 6 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released by this Agreement:

- 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 PWC Covered Conduct and the TSC Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals, with the exception of those specifically released in Paragraph 3, 5, and 6;
- 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 for personal injury or property damage or for other consequential damages arising from the PWC Covered Conduct or the TSC Covered Conduct.



8. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement and agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, and will not challenge the Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B). The United States and Relator have, by separate agreement, entered into contemporaneously with this Agreement, reached an agreement on the issue of the share percentage that Relator shall receive from the proceeds of the settlement of his claims.

9. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases the PWC Parties and TSC, and their current and former officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs following the full payment of such fees and costs, as described in Paragraph 2 herein.

10. PWC and TSC waive and shall not assert any defenses either may have to any criminal prosecution or administrative action relating to the PWC Covered Conduct or the TSC 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.

11. The PWC Parties 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 the PWC Parties have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, in any jurisdiction, related to the Civil Action and the PWC Covered Conduct, and the United States' investigation and prosecution thereof.

12. TSC 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 TSC has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, in any jurisdiction, related to the Civil Action and the TSC Covered Conduct, and the United States' investigation and prosecution thereof.

13. The PWC Parties fully and finally release the Relator and his heirs, successors, attorney's, agents, and assigns and KMSCO and its officers, directors, shareholders, attorney's agents and assigns from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that the PWC Parties have asserted, could have asserted, or may assert in the future against the Relator in any jurisdiction, related to the PWC Covered Conduct, the Civil Action, the Criminal Action and the Relator's investigation and prosecution thereof.

14. TSC fully and finally releases the Relator and his heirs, successors, attorney's, agents, and assigns and KMSCO and its officers, directors, shareholders, attorney's agents and assigns from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that TSC has asserted, could have asserted, or may assert in the future against the Relator in any jurisdiction, related to the

TSC Covered Conduct, the Civil Action, the Criminal Action and the Relator's investigation and prosecution thereof.

15. 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 PWC and TSC, and their respective present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement and Plea Agreement;
- (2) the United States' audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;
- (3) PWC's and TSC's investigations, defenses, and corrective actions undertaken in response to the United States' audit(s) and civil and criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement and the Plea Agreement;
- (5) the payment PWC makes to the United States pursuant to this Agreement and any payments that PWC may make to Relator, including costs and attorney's 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 PWC and TSC; and PWC and TSC 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, PWC and TSC shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by PWC and TSC or any of its subsidiaries or affiliates from the United States. PWC and TSC agree that the United States, at a minimum, shall be entitled to recoup from PWC and TSC 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 the books and records of PWC and TSC and to disagree with any calculations submitted by PWC, TSC or any of their respective subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by PWC and TSC, or the effect of any such Unallowable Costs on the amount of such payments.

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

17. Upon receipt of the payment described in Paragraph 1 and 2. above, the United States, Relator, PWC, and TSC shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1)(ii). The dismissal shall be without prejudice until such time as the DLA/PWC Settlement Agreement takes and effect, and remains in effect, in accordance with its terms, after which dismissal of the Civil Action shall be with prejudice.

18. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, with the exception of fees and expenses that may be negotiated by or awarded to Relator and his counsel pursuant to 31 U.S.C. § 3730(d) as further described in Paragraph 2.

19. 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.

20. 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 Northern District of Georgia. The PWC Parties and TSC consent to service of process upon any of its undersigned counsel and to personal jurisdiction in the Northern District of Georgia for the sole purpose of adjudicating any dispute arising under this Agreement. 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.

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

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

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

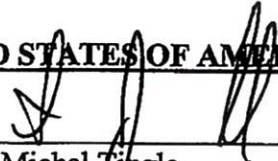
24. This Agreement is binding on successors, transferees, heirs, and assigns of PWC and TSC.

25. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

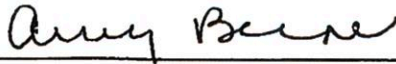
26. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

27. 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: 26 May 17 BY: 


Michal Tingle  
Patrick Klein  
Art J. Coulter  
Attorneys  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 5/26/17 BY: 

Amy Berne  
Assistant United States Attorney  
Civil Chief  
Northern District of Georgia

**AGILITY PUBLIC WAREHOUSING COMPANY – K.S.C.P.**

**AGILITY PUBLIC WAREHOUSING COMPANY – K.S.C.P.**

DATED: May 23, 2017 BY:   
Tarek Sultan  
Vice Chairman


DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Richard Marmaro  
Skadden, Arps, Slate, Meagher, and Flom LLP  
300 S. Grand Ave, Los Angeles, CA 90071  
Counsel for  
Agility Public Warehousing Company – K.S.C.

**THE SULTAN CENTER FOOD PRODUCTS COMPANY K.S.C.**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Aziz Sultan  
Chairman

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Anthony L. Cochran  
Counsel for The Sultan Center Food Products Co. K.S.C.

**TAREK A. SULTAN**

DATED: MAY 23, 2017 BY:   
Tarek A. Sultan

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Richard Marmaro  
Skadden, Arps, Slate, Meagher, and Flom LLP  
300 S. Grand Ave, Los Angeles, CA 90071  
Counsel for Tarek A. Sultan

**CHARLES TOBIAS SWITZER**

**AGILITY PUBLIC WAREHOUSING COMPANY – K.S.C.P.**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Tarek Sultan  
Vice Chairman

DATED: 8/23/17 BY: Richard Marmaro  
Richard Marmaro  
Skadden, Arps, Slate, Meagher, and Flom LLP  
300 S. Grand Ave, Los Angeles, CA 90071  
Counsel for  
Agility Public Warehousing Company – K.S.C.

**THE SULTAN CENTER FOOD PRODUCTS COMPANY K.S.C.**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Issam Al Refai  
Vice Chairman

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Anthony L. Cochran  
Counsel for The Sultan Center Food Products Co. K.S.C.

**TAREK A. SULTAN**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Tarek A. Sultan

DATED: 5/23/17 BY: Richard Marmaro  
Richard Marmaro



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

Tarek Sultan  
Vice Chairman

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

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Agility Public Warehousing Company – K.S.C.

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Vice Chairman

DATED: 5/22/17 BY: Anthony L. Cochran  
Anthony L. Cochran  
Counsel for The Sultan Center Food Products Co. K.S.C.

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**CHARLES TOBIAS SWITZER**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
William R. Mitchelson, Jr.  
Counsel for Charles Tobias Switzer

**EMAD AL-SALEH**

DATED: May 23, 2017 BY:   
Emad Al-Saleh

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Michael Kendall  
Counsel for Emad Al-Saleh

**STEPHEN LUBRANO**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Stephen Lubrano

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Brenda ...  
Counsel for ...

RELA ...

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Kamal Al-Sultan

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Raymond Moss  
Counsel for Kamal Al-Sultan

**TAREK A. SULTAN**

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**EMAD AL-SALEH**

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Emad Al-Saleh

DATED: 5-23-17 BY: \_\_\_\_\_  
Michael Kendall, White & Case LLP  
Counsel for Emad Al-Saleh

**STEPHEN LUBRANO**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Stephen Lubrano

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Bruce Maloy  
Counsel for Stephen Lubrano

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

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**TAREK A. SULTAN**

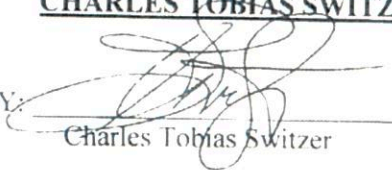
DATED: \_\_\_\_\_ BY: \_\_\_\_\_

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

Richard Marmaro  
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Counsel for Tarek A. Sultan

**CHARLES TOBIAS SWITZER**

23 May 2017  
DATED: \_\_\_\_\_ BY:  \_\_\_\_\_  
Charles Tobias Switzer

**THE SULTAN CENTER FOOD PRODUCTS COMPANY K.S.C.**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Issam Al Refai  
Vice Chairman

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Counsel for Charles Tobias Switzer

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Counsel for Charles Tobias Switzer

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Emad Al-Saleh

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Michael Kendall  
Counsel for Emad Al-Saleh

**STEPHEN LUBRANO**

DATED: 23 MAY 17 BY:   
Stephen Lubrano

DATED: 23 MAY 17 BY:   
Bruce Maloy  
Counsel for Stephen Lubrano

**RELATOR KAMAL AL-SULTAN**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Kamal Al-Sultan

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Raymond Moss  
Counsel for Kamal Al-Sultan

CHARLES TOBIAS SWITZER

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William R. Mitchelson, Jr  
Counsel for Charles Tobias Switzer

EMAD AL-SALEH

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Emad Al-Saleh

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Michael Kendall  
Counsel for Emad Al-Saleh

STEPHEN LUBRANO

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Stephen Lubrano

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Bruce Maloy  
Counsel for Stephen Lubrano

RELATOR KAMAL AL-SULTAN

DATED: 5/25/17 BY: K. Al-Sultan  
Kamal Al-Sultan

DATED: 5/25/17 BY: R. Moss  
Raymond Moss  
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