

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the Participating Jurisdictions of Massachusetts, New Jersey, and New York (collectively the “Participating Jurisdictions”); the defendants V.J. Associates Inc. of Suffolk, V.J. Associates of New Jersey, Inc., and V.J. Associates of New England, Inc. (collectively, “Defendants” or “VJA”); and Relator Howard Ryan (the “Relator”), each through their authorized representatives. The foregoing parties are hereinafter collectively referred to as “the Parties.”

### PREAMBLE

WHEREAS, Relator filed a *qui tam* action (the “Action”) captioned *United States of America, Commonwealth of Massachusetts, State of New York and State of New York*<sup>1</sup> *ex rel. Howard Ryan v. V.J. Associates Inc. of Suffolk; V.J. Associates of New Jersey, Inc.; V.J. Associates of New England, Inc.; V.J. Associates of Washington, D.C.; et al.*, No. 17-cv-11526-RDS (D. Mass.), alleging violations of the federal False Claims Act and the false claims acts of the Participating Jurisdictions, and subsequently amended it on or about October 13, 2017 (“Relator’s Amended Complaint”); and

WHEREAS, the Participating Jurisdictions thereafter commenced investigations in connection with the allegations of the Relator’s Amended Complaint; and

WHEREAS, as a result of those investigations, the Participating Jurisdictions contend that they have certain civil claims against Defendants under their respective false claims acts; and

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<sup>1</sup> Relator inadvertently included the State of New York twice in the caption, but had intended to include the State of New Jersey as a plaintiff.

WHEREAS, the Defendants have agreed to this Agreement in settlement of the violations alleged below and to avoid the time, expense, and distraction of litigation of the claims, and the Participating Jurisdictions have agreed to accept the terms of the Agreement and discontinue their investigations in connection with the Covered Conduct; and

WHEREAS, Relator claims entitlement under the Participating Jurisdictions' false claims acts to a share of the proceeds of this Agreement and to Relator's reasonable expenses, attorney's fees and costs;

NOW THEREFORE, in consideration of the mutual promises and obligations of the Agreement, the Parties agree fully and finally to settle the Action and the Covered Conduct pursuant to the terms and conditions below:

#### **FINDINGS**

1. VJA engaged in the following conduct during the period January 1, 2013 through August 29, 2018 (the "Relevant Time Period"):
2. VJA performed subcontracted cost estimating and scheduling services for public infrastructure projects under fixed-fee and time-and-expense ("T&E") billing.
3. For some of the public-works projects on which it performed such services, VJA employees worked on site at various government agencies. For other such projects, VJA performed those services in its own offices. This settlement concerns only those projects that utilized T&E billing (as opposed to flat fee billing), where VJA performed its services in its own office (the "Unsupervised T&E Projects"). Unsupervised T&E Projects generally had a budget assigned to the project that was negotiated between VJA and its client.

4. During the Relevant Time Period, VJA employees submitted false bills to the prime contractors on certain Unsupervised T&E Projects. Those bills were false because VJA billed those projects for more hours than VJA's employees spent working on the projects. In particular, VJA overbilled the Unsupervised T&E Projects for hours that (i) its employees worked on unrelated, fixed fee projects; (ii) its employees spent performing administrative tasks unrelated to the projects billed; and (iii) were excessive and unnecessary to complete the projects billed.

5. VJA employees padded bills on certain Unsupervised T&E Projects in order to maximize revenue within the budget on those T&E projects.

6. The conduct set forth in Paragraphs 1 through 5 is referred to herein as the "Covered Conduct."

## **TERMS AND CONDITIONS**

### **Admissions**

7. As a term of this Agreement, the Defendants admit the findings in Paragraphs 1 through 5.

### **Payment of the Settlement Amount**

8. Subject to the terms of this Agreement, Defendants will pay the total sum of One Million Eight Hundred Seventy-Five Thousand Eighty-Eight Dollars and Seventy-Nine Cents (\$1,875,088.79) (the "Settlement Amount") in U.S. dollars in the manner described herein. The Settlement Amount represents damages, penalties, and attorneys' fees and costs being recovered by the Participating Jurisdictions, and the Relator's share, i.e., the share to which the Relator is entitled under the Participating Jurisdictions' false claims acts ("Relator's Share"). The Settlement Amount does not include Relator's reasonable expenses, attorney's fees and costs, which are subject to a

separate agreement with Defendants.

9. The date of payment of the Settlement Amount (“Payment Date”) shall be no later than ten (10) days after the Effective Date of this Agreement, as defined in Paragraph 45 below.

10. On the Payment Date, Defendants will pay the Settlement Amount to the Participating Jurisdictions and the Relator, apportioned as shown in the following table, where the payment to the Relator is the Relator’s Share.

State of New York	\$1,284,965.49
Commonwealth of Massachusetts	\$151,800.56
State of New Jersey	\$16,427.76
Relator	\$421,894.98

On or before the Payment Date, the Participating Jurisdictions and Relator shall provide payment instructions to the Defendants.

11. Defendants agree that no Defendant will claim, assert, or apply for a tax deduction or tax credit on any State, Commonwealth or City tax return, for any portion of the Settlement Amount.

12. Of the Settlement Amount, Nine Hundred and Thirty-Seven Thousand, Five Hundred and Forty-Four Dollars and Forty Cents (\$937,544.40) constitutes restitution and zero dollars (\$0) constitutes an amount paid to come into compliance with law within the meaning of Internal Revenue Code § 162(f)(2).

**Debarment**

13. The Defendants are debarred from submitting bids on or being awarded any public work contracts with the State of New York, any municipal corporation within the State of New York or public body within the State of New York for a period of five (5) years upon the signing of this Agreement.

14. The Defendants voluntarily agree that they are debarred from submitting bids on or being awarded any public work contracts with the Commonwealth of Massachusetts or any its Political Subdivisions for a period of five (5) years upon the signing of this Agreement.

15. The Defendants voluntarily agree that they are debarred from submitting bids on or being awarded any public work contracts with the State of New Jersey or any its state agencies for a period of five (5) years upon the signing of this Agreement.

16. The Defendants further agree to hold the Participating Jurisdictions harmless from any financial responsibility for items or services furnished after the effective date of the exclusion. The Defendants waive any further notice of the exclusion and agree not to contest such exclusion either administratively or in any state or federal court.

#### **Participating Jurisdictions' Release of Defendants**

17. Subject to the exceptions in Paragraph 18, in consideration of the obligations of Defendants set forth in this Agreement, conditioned upon the full payment by Defendants of the Settlement Amount as apportioned in Paragraph 10 and subject to Paragraph 25 herein (concerning bankruptcy proceedings commenced within ninety-one (91) days of the Effective Date of this Agreement or any payment to the Participating Jurisdictions under the Agreement, whichever is later), the Participating Jurisdictions release Defendants from any civil or administrative monetary claims the Participating Jurisdictions have, or may have for the Covered Conduct under the Participating Jurisdictions' false claims acts.

18. Notwithstanding any term of this Agreement, the Participating

Jurisdictions specifically do not release any person or entity from any of the following liabilities:

- a. Any claims not recited within paragraph 17;
- b. Any civil, criminal, or administrative liability arising under state or municipal tax laws;
- c. Any criminal liability;
- d. Any civil liability that Defendants have or may have under any state statute, regulation, or rule not covered by this Agreement;
- e. Any liability to the Participating Jurisdictions (or their agencies) for any conduct other than the Covered Conduct;
- f. Any liability based upon such obligations as are created by this Agreement;
- 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 personal injury or property damage arising from the Covered Conduct;
- i. Any liability for failure to deliver goods or services due; and
- j. Any civil or administrative liability of individuals, except as provided for herein.

#### **Relator's Release of Defendants**

19. In consideration of the obligations of Defendants in this Agreement, conditioned upon the full payment by Defendants of the Relator's Share, Relator, for

himself, and for his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, releases Defendants and any individuals named as defendants in Relator's Amended Complaint referenced above from any civil monetary claim Relator has on behalf of the Participating Jurisdictions for the Covered Conduct under the Participating Jurisdictions' respective False Claims Acts; provided, however, that nothing in this Agreement shall release Relator's claims on behalf of himself and the United States under the federal False Claims Act, which are to be resolved separately, nor shall preclude Relator from seeking to recover his expenses or attorney's fees and costs from Defendant, pursuant to the Participating Jurisdictions' respective False Claims Acts, or from seeking redress pursuant to the retaliation provisions of the Participating Jurisdictions' respective False Claims Acts.

#### **Relator's Release of the Participating Jurisdictions**

20. In consideration of and conditioned upon the mutual releases and payments set forth herein, the Relator, for himself individually, and for his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, fully and finally releases the Participating Jurisdictions, their agencies, officers, employees, servants, attorneys, and agents from any claims (including claims for attorney's fees, costs, and expenses of every kind and however denominated) that Relator has asserted, could have asserted, or may assert in the future against the Participating Jurisdictions, arising from Relator's and the Participating Jurisdictions' investigations and prosecutions of the Covered Conduct, the allegations in Relator's Amended Complaint, or from any other claim for a share of the Settlement Amount. Relator accepts the payment described in Paragraph 10 in full settlement of any claims Relator may have against the

Participating Jurisdictions under this Agreement or as a result of the Action. This Agreement does not resolve or in any manner affect any claims the Participating Jurisdictions have or may have against Relator arising under state tax laws, or any claims arising under this Agreement.

**Relator's Agreement Concerning the Settlement Agreement**

21. Relator, for himself individually, and for his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, does not object to this Agreement and agrees and confirms that this Agreement is fair, adequate, and reasonable pursuant to New York State Finance Law § 190(5)(b)(ii) and the similar provisions of each of the other Participating Jurisdictions' false claims acts.

**Defendants' Release of the Participating Jurisdictions**

22. Defendants, together with their current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, officers, directors, agents, employees, and affiliates, and the successors and assigns of any of them, fully and finally release the Participating Jurisdictions, their agencies, officers, employees, servants, attorneys, agents, from any claims (including claims for 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 Participating Jurisdictions, their agencies, officers, employees, servants, attorneys, agents and assigns, related to the Covered Conduct, the allegations in the Relator's Amended Complaint, and Relator's and the Participating Jurisdictions' investigations and prosecutions thereof.

### **Defendants' Release of Relator**

23. Defendants, together with their current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, officers, directors, agents, employees, and affiliates, and the successors and assigns of any of them, fully and finally release Relator, his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns from any claims (including claims for 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 Relator himself individually, his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, related to the Covered Conduct, the allegations in the Relator's Amended Complaint and Relator's and the Participating Jurisdictions' investigations and prosecutions thereof.

### **Notice of Discontinuance**

24. In consideration of the obligations of Defendants as set forth in this Agreement and subject to the exceptions set forth in this Agreement, within thirty (30) days after Relator's receipt of the payments described in Paragraph 10, and provided that Defendants shall have made all other payments which they are obliged hereunder to make, Relator and the Participating Jurisdictions shall file a Notice of Voluntary Dismissal substantially in the form attached hereto as Exhibit A.

### **Bankruptcy and Non-Payment**

25. If within ninety-one (91) days of the Effective Date of this Agreement or of any payment made under this Agreement, Defendants or a third party commence any case, proceeding, or other action under any law relating to bankruptcy, insolvency,

reorganization, or relief of debtors (a) seeking to have any order for relief of its or their debts, or seeking to adjudicate Defendants as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of its or their assets, Defendants agree as follows:

- a. Defendants' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Defendants shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) their obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) they were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment of the Settlement Amount; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Defendants.
- b. If Defendants' 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, any Participating Jurisdiction, at its sole option, may rescind the releases in this Agreement insofar as it affects any Participating Jurisdiction and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided above, and Defendants agree that (i) any such claims, actions, or proceedings brought by any of the Participating Jurisdictions 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 Defendants shall not argue or otherwise contend that any Participating Jurisdiction's claims, actions, or proceedings are subject to an automatic stay; (ii) they shall not plead, argue, or otherwise raise any defenses 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 any Participating Jurisdiction within 60 calendar days following written notification to Defendants that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of the Agreement; and (iii) the Participating Jurisdictions have a valid claim against Defendants in the amount of treble damages plus penalties under the applicable false claims acts, and may pursue their claims 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. Defendants acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

26. In the event of the failure by Defendants to make any or all payments of the Settlement Amount when due hereunder, the Participating Jurisdiction(s) concerned will provide written notice of the non-payment to the Defendants. Such notice shall be given to the person and address designated in Paragraph 39 by (i) delivery in person, (ii) a nationally recognized next-day courier service, or (iii) first class, registered or certified

mail, postage prepaid. Notice so given shall be effective upon (i) receipt, or (ii) on the fifth (5th) day following mailing, whichever occurs first. Defendants shall have an opportunity to pay the unpaid balance that is the subject of such Notice within five (5) calendar days from the effective date of the notice. If Defendants fail to pay the overdue unpaid balance of their payment obligations under this Agreement within five (5) calendar days from the effective date of the notice of non-payment (“Default”), the Participating Jurisdiction(s) concerned, in its/their sole discretion, may declare or do any or all of the following, or may exercise, without limitation, any remedies available under law, including:

- a. Declare the entire Settlement Amount due to such Participating Jurisdiction, less any payments already made, immediately due and payable, with unpaid amounts bearing the Default rate of interest at the interest rate set forth in New York Civil Practice Law and Rules § 5004 beginning as of the date of Default until payment of the remaining Settlement Amount is made in full; and/or
- b. Pursue all available remedies to enforce this Agreement and remedy violations of this Agreement. In the event of a Default as described above, Defendants agree not to contest any action to enforce this Agreement or any other collection action undertaken by the Participating Jurisdiction(s) concerned pursuant to this Paragraph or pursuant to law, and Defendants agree to pay the Participating Jurisdiction(s) concerned, without limitation, all reasonable costs of collection and enforcement of this Agreement, including attorney’s fees, expenses and court costs; and/or

c. Rescind its/their agreement to this Agreement as to Defendants and reinstitute an action or actions against Defendants in this Court. In the event the Participating Jurisdiction(s) concerned reinstutes such action, Defendants: (1) expressly agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims which (i) are filed by the Participating Jurisdiction(s) concerned after the written notification to Defendants of Default, and (ii) relate to the Covered Conduct, and (2) further waive and will not assert any defenses Defendants may have to any civil or administrative action relating to the Covered Conduct.

27. In the event of the failure by Defendants to make any or all payments of the Relator's Share when due hereunder, the Relator will provide written notice of the non-payment to Defendants. Such notice shall be given to the person and address designated in Paragraph 39 by (i) delivery in person, (ii) a nationally recognized next day courier service, or (iii) first class, registered or certified mail, postage prepaid. Notice so given shall be effective upon (i) receipt, or (ii) on the fifth (5th) day following mailing, whichever occurs first. Defendants shall have an opportunity to pay the unpaid balance within five (5) calendar days from the effective date of the notice. If Defendants fail to pay the overdue unpaid balance of their payment obligations for the Relator's Share under this Agreement within five (5) calendar days from the effective date of the notice of non-payment ("Relator's Share Default"), the Relator, in its sole discretion, may declare or do any or all of the following:

a. Declare the entire Relator's Share, less any payments already made,

immediately due and payable, with unpaid amounts bearing the Default rate of interest at the interest rate set forth in New York Civil Practice Law and Rules § 5004 beginning as of the date of Relator's Share Default until payment of the remaining Relator's Share is made in full; and/or

- b. Institute an action or actions against Defendants in this Court to collect the unpaid amounts of the Relator's Share plus applicable interest.

Defendants agree not to contest any action to enforce this Agreement with respect to the Relator's Share or any other collection action undertaken by the Relator pursuant to this Paragraph, and Defendants agree to pay the Relator all reasonable costs of collection and enforcement of this Agreement, including attorney's fees and expenses.

## **ADDITIONAL TERMS**

### **Representations**

28. The Participating Jurisdictions have agreed to the terms of this Agreement based on, among other things, the representations made to them by Defendants and its counsel. Among these, Defendants represent that, to the best of their knowledge, the false billing practices described in the Covered Conduct section above occurred in Unsupervised T&E projects and not in any other types of projects. Defendants further represent that the information provided in a sworn affidavit concerning Unsupervised T&E Projects dated March 10, 2021 (the "Affidavit") is true, accurate and complete to the best of Defendants' knowledge. Defendants agree and acknowledge that the Participating Jurisdictions have relied upon the representations made to them by the Defendants, including the accuracy of the information provided in the Affidavit by the

Defendants dated March 10, 2021. Defendants agree and acknowledge that their representations as described in the Affidavit are material terms of this Agreement.

29. To the extent any material representations are later found to be materially inaccurate or misleading, this Agreement is voidable by the Participating Jurisdictions in their sole discretion. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been made to or relied upon by Defendants in agreeing to this Agreement.

30. Each Party represents and warrants, through the signatures below, that the terms and conditions of this Agreement are duly and fully approved, and that execution of this Agreement by the undersigned counsel and any other signatories on behalf of the persons and entities appearing on their respective signature pages is duly and fully authorized.

### **General Terms**

31. Defendants shall not take any action or make any statement denying, directly or indirectly, the propriety of this Agreement or expressing the view that this Agreement is without factual basis. Nothing in this Paragraph affects Defendants' testimonial obligations or their right to take legal or factual positions in defense of litigation or other legal proceedings to which the Participating Jurisdictions are not parties.

32. This Agreement is not intended for use by any third party in any other proceeding.

33. This Agreement and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the

drafter.

34. Except as provided in Paragraphs 26, 27 and 42, and except for the provisions herein concerning Relator's right to recover his expenses and attorney's fees and costs, each Party shall bear its own legal and other costs incurred in connection with this matter.

35. This Agreement constitutes the complete agreement between and among the Parties. This Agreement may not be amended except by an instrument in writing signed on behalf of all the Parties to this Agreement. This Agreement does not affect any rights or obligations of Defendants, Relator and United States with respect to resolution of the federal law claims in the Action, nor does it affect any agreement that may be reached between Defendants and Relator regarding Relator's claimed attorneys' fees and costs related to the claims asserted in the Action.

36. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, provided that no Defendant may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Participating Jurisdictions.

37. In the event that any one or more of the provisions contained in this Agreement, other than provisions concerning payment and release, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

38. Any failure by the Participating Jurisdictions to insist upon the strict performance by the Defendants of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the Participating Jurisdictions,

notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by the Defendants and/or the Relator. Any failure by Relator to insist upon the strict performance by Defendants of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Relator, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed the Defendant.

39. All communications from any Party concerning the subject matter of this Agreement shall be addressed as follows:

If to the State of New York:

Laura Jereski, Esq.  
Assistant Attorney General  
Taxpayer Protection Bureau  
Office of the New York  
State Attorney General  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, NY 10005  
Tel.: (212) 416-8943  
laura.jereski@ag.ny.gov

If to the Commonwealth of Massachusetts:

Erin Staab, Esq.  
Assistant Attorney General  
Office of the Attorney General  
1 Ashburton Place  
Boston, MA 02108  
Tel: (617) 963-2565  
erin.staab@mass.gov

If to the State of New Jersey:

Eric Boden  
Deputy Attorney General  
Office of the New Jersey Attorney  
General  
24 Halsey Street, Fifth Floor  
Newark, New Jersey 07101  
(973) 648-4425  
Eric.boden@law.njoag.g

If to Relator:

Jeffrey A. McKee  
Davis, McKee, P.L.L.C.  
1650 North First Avenue  
Phoenix, AZ 85003  
Tel.: (602) 266-7667  
jmckee@davismckee.com

If to Defendants:

Neha Mekala  
100 Duffy Avenue  
Hicksville, NY 11801

and

Stephen Huggard  
Huggard Law LLC  
470 Atlantic Avenue, 4<sup>th</sup> Floor  
Boston, MA 02210  
Tel.: (617) 875-2622  
stevehuggard@huggardlaw.com

40. Except for written notices of Defendants' non-payment issued by any Participating Jurisdiction or Relator, the sending and receipt of which shall be governed by the provisions in Paragraphs 26 and 27 respectively, all communications from any Party to another Party concerning this Agreement shall be sent by United States mail with return receipt requested or overnight delivery service with signature required to the signatory counsel for each Party, unless such communications are sent by email and a reply is written without objection to the electronic means of communication.

41. In any subsequent investigation, civil action, or proceeding by any Participating Jurisdiction to enforce this Agreement, or for violations of the Agreement, Defendants expressly agree and acknowledge that any statute of limitations or other time-related defenses are tolled from and after the effective date of this Agreement, and that

the Participating Jurisdiction(s) concerned may use statements, documents or other materials produced or provided by the Defendants prior to or after the effective date of this Agreement.

42. If a court of competent jurisdiction determines that Defendants have breached this Agreement, other than by failing to pay amounts owed under the Agreement, the remedy for which is described in Paragraphs 26 and 27, Defendants shall pay to the Participating Jurisdiction(s) concerned, and/or Relator, the cost, if any, of obtaining such determination and of enforcing this Agreement, including, without limitation, legal fees, expenses, and court costs.

43. Any headings, titles and subtitles contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

44. This Agreement shall be governed by the laws of the State of New York without regard to any conflict of laws principles. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement will be the Supreme Court of the State of New York, New York County.

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

46. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Agreement is executed by the Parties hereto.

RELATOR

Dated: MARCH 5, 2021



NAME

Dated: 3/5/21

RELATOR'S COUNSEL

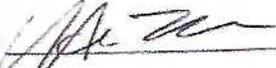
By:   
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1650 North First Avenue  
Phoenix, AZ 85003  
Tel.: (602) 266-7667  
jmckee@davismckee.com

*Attorneys for Relator*

DEFENDANTS

Dated: March 10, 2021

V.J. ASSOCIATES INC. OF SUFFOLK

By: 

Name: Neha mekala

Title: Director of HR

Dated: March 10, 2021

V.J. ASSOCIATES OF NEW JERSEY,  
INC.

By: 

Name: Neha mekala

Title: Dir of HR

Dated: March 10, 2021

V.J. ASSOCIATES OF NEW ENGLAND,  
INC.,

By: 

Name: Neha mekala

Title: Director of HR

Dated: 3/11/2021

DEFENSE COUNSEL

By: 

Stephen Huggard, Esq.

Huggard Law LLC

470 Atlantic Avenue, 4<sup>th</sup> Floor

Boston, MA 02210

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*Attorneys for Defendants*

STATE OF NEW YORK

LETITIA JAMES, Attorney General of  
New York

Dated: March 17, 2021

By:   
\_\_\_\_\_  
Laura Jereski, Esq.

Assistant Attorney General  
Taxpayer Protection Bureau  
Office of the New York  
State Attorney General  
28 Liberty Street, 21<sup>st</sup> Floor  
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COMMONWEALTH OF MASSACHUSETTS

MAURA T. HEALEY, Attorney General  
of Massachusetts

Dated: 03/11/2021

By:   
Erin Staab, Esq.

Assistant Attorney General  
False Claims Division  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108 Tel: (617) 963-2565  
[erin.staab@mass.gov](mailto:erin.staab@mass.gov)

STATE OF NEW JERSEY

GURBIR S. GREWAL, Attorney General  
of New Jersey

Dated: 3/11/21

By:   
ERIC BODEN, Esq.

Deputy Attorney General  
Office of the Attorney General  
Eric Boden  
124 Halsey Street, Fifth Floor  
P.O. Box 45029  
Newark, NJ 07101  
Tel.: 973-648-4425  
Eric.Boden@law.njoag.gov

## EXHIBIT A

### To Agreement dated March 17, 2021 Between The Participating Jurisdictions, the Defendants

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA, *et al.*, ex rel.  
HOWARD RYAN,

Plaintiff-Relator

v.

VJ ASSOCIATES INC. OF SUFFOLK *et al.*,  
Defendants.

C.A. No. 17-cv-11526-RGS

NOTICE OF VOLUNTARY  
DISMISSAL

Pursuant to Rule 41(A)(1)(a)(i) of the Federal Rules of Civil Procedure, the Commonwealth of Massachusetts, by and through the undersigned counsel, and on behalf of itself, the State of New York and the State of New Jersey (collectively, the “Participating Jurisdictions”), hereby gives notice that the claims brought under the Participating Jurisdictions’ respective false claims acts against V.J. Associates Inc. of Suffolk, V.J. Associates of New Jersey, Inc., and V.J. Associates of New England, Inc. are dismissed with prejudice and the claims brought under the Participating Jurisdictions’ respective false claims acts against all other defendants are dismissed without prejudice.

Respectfully submitted,

**MAURA HEALEY**  
Attorney General of Massachusetts

Dated: [REDACTED], 2020

Erin K. Staab (BBO No. 684560)  
Assistant Attorney General  
Office of the Attorney General  
One Ashburton Place, 18<sup>th</sup> Floor  
Boston, Mass 02108  
Tel: (617) 963-2565  
Erin.Staab@mass.gov