

1 LAURA E. DUFFY  
United States Attorney  
2 ROBERT S. HUIE  
TIMOTHY C. PERRY  
3 Assistant U.S. Attorneys  
California State Bar Nos. 237374, 248543  
4 United States Attorney's Office  
880 Front Street, Room 6293  
5 San Diego, California 92101-8893  
Telephone: (619) 546-7053 / (619) 546-0450 (Fax)  
6 Email: [robert.huie@usdoj.gov](mailto:robert.huie@usdoj.gov)

7 Attorneys for Plaintiff  
United States of America

9 UNITED STATES DISTRICT COURT  
10 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

11  
12 UNITED STATES OF AMERICA,  
13 Plaintiff,  
14 v.  
15 VECTOR PLANNING & SERVICES, INC.  
16 Defendant.

Case No. 14cr0087-JLS  
**DEFERRED PROSECUTION  
AGREEMENT**

17  
18 The United States Attorney's Office for the Southern District of California (the "USAO")  
19 and defendant Vector Planning & Services, Inc. ("Vector"), by its undersigned representatives  
20 and attorneys, pursuant to authority granted by Vector's Board of Directors, enter into this  
21 Deferred Prosecution Agreement (the "Agreement"). The terms and conditions of this Agreement  
22 are as follows:

23 **Criminal Information and Acceptance of Responsibility**

24 1. Vector acknowledges and agrees that the USAO will file a one-count criminal  
25 Information in the United States District Court for the Southern District of California charging  
26 Vector with making a false claim in violation of 18 U.S.C. § 287. In so doing, Vector knowingly  
27 waives: (a) its right to indictment on these charges; (b) its right to a speedy trial pursuant to the  
28 Sixth Amendment to the United States Constitution, 18 U.S.C. § 3161, and Federal Rule of

1 Criminal Procedure 48(b); and (c) any objection with respect to venue. Vector consents to the  
2 filing of the Information, as provided under the terms of this Agreement, in the United States  
3 District Court for the Southern District of California.

4 2. Vector admits, accepts, and acknowledges that it is responsible for the acts of its  
5 officers, employees, and agents as charged in the Information and the Statement of Facts, attached  
6 hereto as Exhibit A, which is incorporated by reference into this Agreement, and that the  
7 allegations described in the Information and the facts described in Attachment A are true and  
8 accurate. Should the USAO pursue the prosecution that is deferred by this Agreement, Vector  
9 agrees that it will neither contest the admissibility of nor contradict the facts as stated in the  
10 Information and the Statement of Facts in any such proceeding, including any guilty plea or  
11 sentencing proceeding.

12 **Term of the Agreement**

13 3. This Agreement is effective for a period beginning on the date on which the  
14 Information is filed and ending three (3) years from that date (the "Term"). However, Vector  
15 agrees that, in the event that the USAO determines, in its sole discretion, that Vector has  
16 knowingly violated any provision of this Agreement, an extension or extensions of the term of the  
17 Agreement may be imposed by the USAO, in its sole discretion, for up to a total additional time  
18 period of one (1) year, without prejudice to the USAO's right to proceed as provided in  
19 Paragraphs 14-17 below. Any extension of the Agreement extends all terms of this Agreement  
20 for an equivalent period.

21 **Relevant Considerations**

22 4. The USAO enters into this Agreement based on the individual facts and  
23 circumstances presented by this case and Vector. Among the facts considered were: (a) Vector's  
24 cooperation with the USAO's investigation of Vector; (b) that the willful acts described in the  
25 Statement of Facts were committed by Vector's former Chief Executive Officer and former  
26 majority shareholder, who is no longer an officer, director, or shareholder of Vector; (c) Vector  
27 undertook remedial measures, and has agreed to undertake further remedial measures as  
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1 contemplated by this Agreement; (d) Vector has agreed to continue to cooperate with the USAO  
2 in any ongoing investigation of the conduct of Vector and its employees, agents, consultants,  
3 contractors, subcontractors, subsidiaries, and others relating to violations of the criminal law; and  
4 (e) the impact on Vector and its current employees, including collateral consequences, of a guilty  
5 plea or criminal conviction.

6           5. Vector shall continue to cooperate fully with the USAO in its investigation of  
7 violations of criminal statutes including, but not limited to, 18 U.S.C. §§ 287, 371, 1341, 1343,  
8 and 1519. At the USAO's request, Vector shall also cooperate fully with the USAO and other  
9 domestic or foreign law enforcement authorities and agencies, in any investigation of Vector, or  
10 any of its present and former officers, directors, employees, agents, consultants, contractors,  
11 subcontractors, and subsidiaries, or any other party. Vector agrees that its cooperation shall  
12 include, but is not limited to, the following:

13           (a) Vector shall truthfully disclose all factual information not protected by a  
14 valid claim of attorney-client privilege or work-product doctrine with respect to its activities and  
15 those of its present and former directors, officers, employees, agents, consultants, contractors, and  
16 subcontractors concerning all matters about which Vector has any knowledge or about which the  
17 USAO may inquire. This obligation of truthful disclosure includes the obligation of Vector to  
18 provide to the USAO, upon request, any document, record or other tangible evidence about which  
19 the USAO may inquire of Vector.

20           (b) Upon request of the USAO, Vector shall designate knowledgeable  
21 employees, agents or attorneys to provide to the USAO the information and materials described in  
22 Paragraph 5(a) above, on Vector's behalf. It is further understood that Vector must at all times  
23 provide complete, truthful, and accurate information.

24           (c) Vector shall use its best efforts to make available for interviews or  
25 testimony, as requested by the USAO, present or former officers, directors, employees, agents  
26 and consultants of Vector, as well as the officers, directors, employees, agents and consultants of  
27 contractors and subcontractors. This obligation includes, but is not limited to, sworn testimony  
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1 before a federal grand jury or in federal trials, as well as interviews with federal law enforcement  
2 and regulatory authorities. Cooperation under this Paragraph shall include identification of  
3 witnesses who, to Vector's knowledge, may have material information regarding the matters  
4 under investigation.

5 (d) With respect to any information, testimony, documents, records or other  
6 tangible evidence provided to the USAO pursuant to this Agreement, Vector consents to any and  
7 all disclosures to other governmental authorities, of such materials as the USAO, in its sole  
8 discretion, shall deem appropriate.

9 **Payment of Restitution**

10 6. The USAO and Vector agree that Vector shall make payment to the United States  
11 in the amount of \$6,500,000 ("the Settlement Amount") pursuant to Vector's settlement  
12 agreement ("the Settlement Agreement") with the United States Department of Justice ("the  
13 United States"). Payment of the Settlement Amount satisfies VPSI's obligation to make  
14 restitution to the United States pursuant to this Agreement.

15 7. Pursuant to Paragraph 1 of the Settlement Agreement: (i) VPSI will pay the  
16 United States \$3,500,000.00 no later than seven business days after the effective date of the  
17 Settlement Agreement; (ii) VPSI will pay the remaining \$3,000,000.00, plus interest at 2.5% per  
18 annum, accruing from July 17, 2013, in two payments, due no later than December 31, 2014, and  
19 December 31, 2015, respectively, pursuant to the terms of the Settlement Agreement.

20 8. The restitution is final and shall not be refunded. Furthermore, nothing in this  
21 Agreement shall be deemed an agreement by the USAO that this amount is the maximum  
22 restitution that may be imposed in any future prosecution, and the USAO is not precluded from  
23 arguing in any future prosecution that the Court should impose a higher restitution amount  
24 (and/or any other monetary penalty, including forfeiture and fines), although the USAO agrees  
25 that under those circumstances, it will recommend to the Court that any amount paid under this  
26 Agreement should be offset against any fine the Court imposes as part of a future restitution  
27 judgment. Vector acknowledges that no tax deduction may be sought in connection with the  
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1 payment of any part of this restitution.

2 **Conditional Release from Criminal Liability**

3 9. In return for Vector's full and truthful cooperation, and its compliance with the  
4 terms and conditions of this Agreement, the USAO agrees, subject to paragraphs 14 through 17,  
5 below, not to use any information related to the conduct described in the Statement of Facts,  
6 attached hereto as Exhibit A, against Vector in any criminal case, except: (a) in a prosecution for  
7 perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a  
8 prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other  
9 proceeding relating to a violation of any provision of Title 26 of the United States Code. In  
10 addition, the USAO agrees, except as provided herein, that it will not bring any criminal case  
11 against Vector related to the past conduct of present and former officers, directors, employees,  
12 agents, consultants, contractors and subcontractors, as such conduct is described in the Statement  
13 of Facts, attached hereto as Exhibit A.

14 **Corporate Compliance Program and Reporting Requirements**

15 10. Vector shall maintain a compliance and ethics program as described in the  
16 Administrative Agreement between VPSI and the Navy that is designed to prevent and detect  
17 violations of the criminal laws and the Federal Acquisition Regulation throughout its operations,  
18 including those of any agents and joint ventures. Implementation of these policies and procedures  
19 shall not be construed in any future enforcement proceeding as providing immunity or amnesty  
20 for any crimes not disclosed to the USAO as of the date of signing of this Agreement for which  
21 Vector would otherwise be responsible.

22 11. In order to address any deficiencies in its internal controls, policies, and  
23 procedures, Vector represents that it has undertaken, and will continue to undertake in the future,  
24 in a manner consistent with all of its obligations under this Agreement and as described in the  
25 Administrative Agreement between VPSI and the Navy, a review of its existing internal controls,  
26 policies, and procedures regarding compliance with the criminal laws and the Federal Acquisition  
27 Regulation.  
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**Deferred Prosecution**

12. In consideration of: (a) Vector's past and future cooperation described in Paragraph 5 above; (b) Vector's payment of restitution; and (c) Vector's voluntary disclosure of its illegal conduct and implementation and maintenance of remedial measures, the USAO agrees that any prosecution of Vector for the conduct set forth in the Statement of Facts be and hereby is deferred for the Term of this Agreement.

13. The USAO further agrees that if Vector fully complies with all of its obligations under this Agreement, the USAO will not continue the criminal prosecution against Vector described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within thirty (30) days of the Agreement's expiration, the USAO shall seek dismissal with prejudice of the criminal Information filed against Vector described in Paragraph 1.

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**Breach of the Agreement**

14. If, during the Term of this Agreement, the USAO determines, in its sole discretion, that Vector has (a) committed any felony under federal law subsequent to the signing of this Agreement, (b) at any time provided deliberately false, incomplete, or misleading information, or (c) otherwise breached the Agreement, Vector shall thereafter be subject to prosecution for any federal criminal violation of which the USAO has knowledge, and the information and the facts described in the Statement of Facts, attached hereto as Exhibit A, may be pursued by the USAO in the U.S. District Court for the Southern District of California or any other venue appropriate under law. Any such prosecution may be premised on information provided by Vector. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against Vector notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the expiration of the Term plus one (1) year. Thus, by signing this Agreement, Vector agrees that the statute of limitations with respect to any prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one (1) year.

15. In the event that the USAO determines that Vector has breached this Agreement,





1 merger, or transfer a provision binding the purchaser, or any successor in interest thereto, to the  
2 obligations described in this Agreement.

3 **Public Statements by Vector**

4 19. Vector expressly agrees that it shall not, through present or future attorneys,  
5 officers, directors, employees, agents or any other person authorized to speak for Vector make  
6 any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by  
7 Vector set forth above or the facts described in the attached Statement of Facts, attached hereto as  
8 Exhibit A. Any such contradictory statement shall, subject to cure rights of Vector described  
9 below, constitute a breach of this Agreement and Vector thereafter shall be subject to prosecution  
10 as set forth in Paragraphs 14-17 of this Agreement. The decision whether any public statement by  
11 any such person contradicting a fact contained in the Statement of Facts will be imputed to Vector  
12 for the purpose of determining whether Vector has breached this Agreement shall be at the sole  
13 discretion of the USAO. If the USAO determines that a public statement by any such person  
14 contradicts in whole or in part a statement contained in the Statement of Facts, the USAO shall so  
15 notify Vector, and Vector may avoid a breach of this Agreement by publicly repudiating such  
16 statement(s) within five (5) business days after notification. Consistent with the obligations of  
17 Vector as set forth above, Vector shall be permitted to raise defenses and to assert affirmative  
18 claims in civil and regulatory proceedings relating to the matters set forth in the Statement of  
19 Facts. This Paragraph does not apply to any statement made by any present or former employee  
20 of Vector in the course of any criminal, regulatory, or civil case initiated against such individual,  
21 unless such individual is speaking on Vector's behalf.

22 20. Vector agrees that if it or any of its direct or indirect affiliates or subsidiaries  
23 issues a press release in connection with this Agreement, Vector shall first consult the USAO to  
24 determine whether (a) the text of the release or proposed statements at the press conference are  
25 true and accurate with respect to matters between the USAO and Vector; and (b) the USAO has  
26 no objection to the release.

27 21. The USAO agrees to bring to the attention of governmental and other debarment  
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authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of Vector's cooperation and remediation. By agreeing to provide this information to debarment authorities, the USAO is not agreeing to advocate on Vector's behalf, but rather is providing facts to be evaluated independently by the debarment authorities.

**Limitations on Binding Effect of Agreement**

22. This Agreement is binding on Vector and the USAO but specifically does not bind any other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the USAO will bring Vector's cooperation and compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by Vector.

**Notice**

23. Any notice to the USAO under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to the Chief - Major Frauds and Special Prosecutions Section, United States Attorney's Office, Room 6293, 880 Front Street, San Diego, California 92101, and for Vector addressed to Michael Attanasio, Esq., Cooley LLP, 4401 Eastgate Mall Road, San Diego, California, 92121. Notice shall be effective upon actual receipt by the USAO or Vector.

**Complete Agreement**

24. This Agreement sets forth all the terms of the agreement between Vector and the USAO. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the USAO, the attorneys for Vector, and a duly authorized representative of Vector.

Dated: 13 JANUARY, 201~~3~~<sup>4</sup>

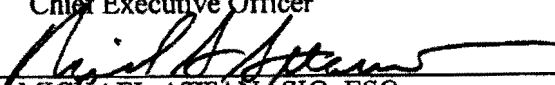
**AGREED:**

**FOR VECTOR PLANNING & SERVICES, INC.:**

Date: 13 JANUARY 2014 By: Paul ILG

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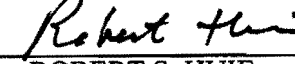
Date: Jan. 13, 2014

Chief Executive Officer  
By:   
MICHAEL ATTANASIO, ESQ.  
Cooley LLP  
Attorneys for Vector Planning & Services, Inc.

**FOR THE USAO:**

LAURA E. DUFFY  
United States Attorney

Date: 1/14/14

By:   
ROBERT S. HUIE  
TIMOTHY C. PERRY  
Assistant United States Attorneys

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**COMPANY OFFICER'S CERTIFICATE**

I have read this Agreement and carefully reviewed every part of it with outside counsel for Vector Planning & Services, Inc. ("Vector"). I understand the terms of this Agreement and voluntarily agree, on behalf of Vector, to each of its terms. Before signing this Agreement, I consulted outside counsel for Vector. Counsel fully advised me of Vector's rights, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with Vector's Board of Directors. I have been advised and caused Vector's outside counsel to advise the Board of Directors fully of Vector's rights, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on Vector's behalf, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Chief Executive Officer for Vector Planning & Services, Inc.

Date: 13 JANUARY, 2014


By: Paul Ilg  
Paul Ilg  
Chief Executive Officer  
Vector Planning & Services, Inc.

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**CERTIFICATE OF COUNSEL**

I am counsel for Vector Planning & Services, Inc. ("Vector") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Vector documents and have discussed the terms of this Agreement with the Vector Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that: the representative of Vector has been duly authorized to enter into this Agreement on Vector's behalf and that this Agreement has been duly and validly authorized, executed, and delivered on Vector's behalf and is a valid and binding obligation of Vector. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors, and Vector's Chief Executive Officer, Paul Ilg. I have fully advised them of Vector's rights, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement. To my knowledge, Vector's decision to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: Jan 13, 2014

By:   
Michael Attanasio, Esq.  
Cooley LLP  
Attorneys for Vector Planning & Services,  
Inc.

**ATTACHMENT A**  
**STATEMENT OF FACTS**

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (“the Agreement”) between the United States Attorney’s Office for the Southern District of California (the “USAO”) and Vector Planning & Services, Inc. (“Vector”), and the parties hereby agree and stipulate that the following information is true and accurate. As set forth in Paragraph 2 of the Agreement, Vector admits, accepts, and acknowledges that it is responsible for the acts of its officers, employees, and agents as set forth below:

1. Vector Planning & Services, Inc. is a corporation incorporated in the Commonwealth of Virginia. Vector provides information technology services, systems engineering, and management consulting services to the United States Defense Department (“DOD”) and its contractors. Vector maintains an office at 591 Camino De La Reina, Suite 300, San Diego, California, within the Southern District of California, and also maintains an office in McLean, Virginia.

2. At all times relevant to this Statement of Facts, and up until a date in 2013, Vinh T. Vo (“Vo”) was Vector’s Chief Executive Officer, and owned 95% of the shares of Vector. Vo is now deceased.

3. Vector’s portfolio of contracts with DOD included firm-fixed-price (“FFP”), time-and-materials (“T&M”), and the cost-reimbursement type (“cost-type”) contracts. In connection with Vector’s cost-type contracts, Vector was entitled to receive payment for the allowable direct costs that it incurred in performing under the cost-type contract, plus a portion of Vector’s allowable indirect costs. To determine entitlement to these costs, Vector was required to submit to DOD, for each fiscal year, an Incurred Cost Proposal (“ICP”) that identified Vector’s allowable indirect costs and the applicable indirect cost rates.

4. Each ICP that Vector submitted to DOD included, on “Schedule N,” a certification by Vector’s CEO, Vo, that Vo had reviewed the ICP; and that, to the best of Vo’s knowledge and belief, all costs included in the ICP were allowable, and no unallowable costs were included in

1 the ICP.

2 5. The Schedule Ns associated with each ICP were signed, and the ICP was  
3 submitted to DOD, on or about the following dates:

<b>Incurred Cost Proposal</b>	<b>Date Certified</b>
2005	February 5, 2010
2006	February 8, 2010
2007	February 10, 2010
2008	June 15, 2010
2009	March 25, 2011

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11 6. In 2010, after receiving the Incurred Cost Proposals for 2005 through 2008, DOD  
12 rejected Vector's submissions for 2006, 2007, and 2008, advising Vector that the schedules  
13 required for those Incurred Cost Proposals were missing or incomplete. Vector withdrew its ICP  
14 for 2005. Vector thereafter submitted revised Incurred Cost Proposals for 2005, 2006, 2007, and  
15 2008. The Schedule Ns associated with each revised ICP were signed, and the ICP was submitted  
16 to DOD, on or about the following dates:

<b>Revised Incurred Cost Proposal</b>	<b>Date Certified</b>
2005	April 26, 2012
2006	March 25, 2011
2007	March 25, 2011
2008	March 25, 2011

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23 7. At the time that Vo signed and caused each ICP to be submitted to DOD, Vo knew  
24 that his certification on each ICP was false, in that each ICP falsely inflated Vector's indirect  
25 costs in order to fraudulently increase the amount to which Vector was entitled under its cost-type  
26 contracts.

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28 8. Vo knew that Vector's Incurred Costs Proposals were false because Vo had



1 directed the fraudulent manipulation of cost entries in Vector's accounting system. These  
2 accounting entries related to direct labor and direct subcontractor costs that were originally and  
3 legitimately incurred by Vector in connection with two contracts: (a) DOD Contract No.  
4 N00024-00-D-6000 (the "6000 Contract"), a time-and-materials contract on which Vector was a  
5 subcontractor to EDS, Inc.; and (b) Contract No. N00140-04-C-0019 (the "0019 Contract"), a  
6 fixed-price contract. In connection with the direct costs at issue, Vector was appropriately paid  
7 on each contract around the time those costs were originally incurred.

8       **9.** Beginning on or about December 22, 2005, Vo, and other Vector employees acting  
9 at Vo's direction, fraudulently reclassified these direct cost entries in Vector's accounting system  
10 as various overhead and indirect costs. These reclassifications took place months, and sometimes  
11 years, after the cost entries were originally entered. Frequently, the Vector employee making  
12 changes to the accounting entries would not only change the cost classification, but would also  
13 change other fields in the cost entry in order to obscure the original nature of the accounting  
14 entry. Vo's purpose, in making or directing these false cost reclassifications, was to increase  
15 Vector's company-wide indirect costs and indirect cost rates, and therefore increase the amount to  
16 which Vector would be entitled on its cost-type contracts as claimed in its Incurred Cost  
17 Proposals.

18       **10.** Thereafter, Vo, or other Vector employees acting his direction, falsely reclassified  
19 thousands of direct cost entries - including entries associated with the 6000 Contract or the 0019  
20 Contract - as indirect costs. These reclassifications, made in Vector's accounting system, were  
21 intended to, and were in fact, carried over into the Incurred Cost Proposals submitted to DOD,  
22 and rendered such Incurred Cost Proposals false.

23       **11.** The parties acknowledge and agree that, as a result of the fraudulent  
24 reclassification of Vector's direct costs, DOD sustained a total loss of approximately \$3,672,756  
25 for the period from 2005 to 2009.

26       **12.** On or about September 12, 2011, DOD sent Vector a letter advising that DOD  
27 would be requesting an audit of Vector's overhead costs, beginning with Vector's ICP for 2006.  
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1 The letter identified certain indirect cost accounts from Vector's 2006 ICP, including accounts  
2 into which Vector's direct costs had been reclassified.

3       **13.** On or about September 30, 2011, in anticipation of the possible audit by DOD, Vo  
4 directed another individual to make further changes to Vector's accounting entries for the  
5 reclassified costs, to ensure that the accounting entries did not reveal the original nature of the  
6 costs. Vo also directed this individual to prepare and backdate false invoices associated with  
7 these cost entries, to make it appear that these invoices were for overhead costs rather than  
8 subcontractor direct costs. The individual complied with Vo's directions, and created the false  
9 invoices.

10       **14.** Vo acted willfully and intentionally, and with knowledge of falsehood, in: (a)  
11 causing the submission to DOD of Incurred Cost Proposals that inflated Vector's indirect costs;  
12 (b) falsely certifying "Schedule N" to the Incurred Cost Proposals; (c) falsely reclassifying, or  
13 directing others to reclassify, cost entries in Vector's accounting system; and (d) directing the  
14 creation of false invoices to corroborate Vector's false cost reclassifications.

15       **15.** Vo's actions, as described herein, were done within the course and scope of his  
16 employment with Vector; that is, they were done in part to benefit Vector by fraudulently  
17 increasing Vector's entitlements from DOD on Vector's cost-type contracts.  
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**ATTACHMENT B**

**CERTIFICATE OF CORPORATE RESOLUTIONS**

WHEREAS, Vector Planning & Services, Inc. (“Vector” or the “Company”) has been engaged in discussions with the United States Attorney’s Office for the Southern District of California (the “USAO”) regarding certain violations of the criminal law; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the USAO; and

WHEREAS, the Company’s outside counsel, Michael Attanasio, Esq., has advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines’ provisions, and the consequences of entering into such agreement with the USAO;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) consents to the filing of a one-count Information charging Vector with making a false claim in violation of 18 U.S.C. § 287; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the USAO; and (c) agrees to pay \$6,500,000 to the United States with respect to the conduct described in the Information and in accordance with the terms of the Settlement Agreement between Vector and the United States Department of Justice;

2. Vector’s Chief Executive Officer, Paul Ilg, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Chief Executive Officer, Paul Ilg, may approve;


3. Vector’s Chief Executive Officer, Paul Ilg, is hereby authorized, empowered, and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms, or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

4. All of the actions of Vector’s Chief Executive Officer, Paul Ilg, which actions would have been authorized by the foregoing resolutions except that such actions were taken

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prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: January 14, 2014

By:   
Corporate Secretary  
Vector Planning & Services, Inc.