

HARVEY & BINNALL PLLC

March 9, 2015

Via Electronic and U.S. Mail

John J. Hern, Jr., Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226

John C. Cook, Esq.
Cook Craig & Francuzenko, PLLC
3050 Chain Bridge Road, Suite 200
Fairfax, Virginia 22030

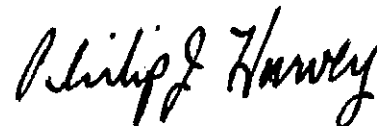
Mr. Damon Hudson
Colvin Run Solutions
14055 Sterling Point Drive
Gainesville, Virginia 20155

Re: *FCi Federal v. Goldman, et al.*

Gentlemen:

Enclosed is a copy of the complaint that FCi Federal, Inc. filed today in Loudoun County Circuit Court. Please let me know if you are authorized to accept service of this complaint. Mr. Hudson, if Colvin Run Solutions is represented by counsel in this matter, please forward a copy of this complaint to him or her.

Sincerely,



Philip J. Harvey

cc: Ms. Sharon Virts (w/encl)

VIRGINIA:

IN THE CIRCUIT COURT FOR LOUDOUN COUNTY

FCi FEDERAL, INC.,
20130 Lakeview Center Plaza
Ashburn, Virginia

Plaintiff,

v.

JONATHAN GOLDMAN
926 Glyndon Street, SE
Vienna, Virginia

COLVIN RUN SOLUTIONS, LLC
14055 Sterling Point Drive
Gainesville, Virginia

and

CLARK HILL PLC
601 Pennsylvania Avenue, N.W.
Washington, D.C.

Defendants.

Case No. 92791

COMPLAINT

For its complaint against defendants Jonathan Goldman, Colvin Run Solutions, LLC, and Clark Hill PLC, plaintiff FCi Federal, Inc. states as follows:

Introduction

1. This is an action arising out of a scheme orchestrated by Jonathan Goldman to enrich himself and his conspirators, Colvin Run Solutions LLC, a consulting firm, and Clark Hill PLC, a law firm, at the expense of FCi Federal, Inc. through the concealment of Goldman's interest in Colvin Run Solutions,

the secret misuse of funds received from FCI to benefit Goldman and Colvin Run Solutions and the payment of kickbacks by Clark Hill to Colvin Run Solutions.

The Parties

2. Plaintiff FCI Federal, Inc. ("FCI") is a Virginia corporation headquartered in Ashburn, Virginia.

3. Defendant Jonathan Goldman is a resident of the Commonwealth of Virginia and a former employee of FCI.

4. Defendant Colvin Run Solutions, LLC, is a Virginia limited liability company headquartered in Gainesville, Virginia, in which defendant Goldman at all material times had an ownership or other economic interest.

5. Defendant Clark Hill PLC is a Michigan professional limited liability company engaged in the practice of law, with offices in Washington, D.C., and elsewhere.

The Facts

6. FCI is a government contractor which provides operations management and professional services to various federal government agencies, including the Federal Bureau of Investigation, the Department of Homeland Security, the Citizenship and Immigration Service, the U.S. Coast Guard and the State Department.

7. In January 2014, FCI hired defendant Goldman as its Chief Growth Officer to assist it in obtaining new business.

8. Upon his hiring by FCI, defendant Goldman signed an Employee Confidentiality, Non-Compete, Non-Disclosure and Non-Solicitation Agreement (the "Employee Confidentiality Agreement") in which he agreed, among other things, that any documents containing "Confidential Information" as defined in the agreement "shall belong to and be the exclusive property of FCI." A copy is attached as Exhibit A.

9. Also upon his hiring by FCI, defendant Goldman acknowledged and agreed to abide by FCI's Corporate Code of Business Ethics ("Code of Ethics") which, among other things, provided that (a) all FCI employees must be free from any "interest in, association with, and/or employment by ... a supplier of goods or services to" FCI; and (b) "[p]urchases or sales of goods and services must not lead to employees or their families receiving personal kickbacks, rebates or other payments regardless of form...." A copy is attached as Exhibit B.

10. After commencing work at FCI, defendant Goldman embarked on a scheme to defraud FCI, with the active assistance and agreement of defendants Colvin Run Solutions and Clark Hill, all in stark violation of FCI's Corporate Code of Business Ethics and the Employee Confidentiality Agreement.

11. Shortly after he was hired by FCI, defendant Goldman recommended that FCI retain defendant Colvin Run Solutions, LLC, to consult with him for FCI's benefit concerning opportunities for expansion of FCI's business.

12. As of February 1, 2014, FCi entered into a consulting agreement with defendant Colvin Run Solutions in which FCi agreed to pay defendant Colvin Run Solutions a monthly retainer of \$7,500 to provide consulting services. A copy is attached as Exhibit C.

13. Defendant Goldman led FCi to believe that defendant Colvin Run Solutions would provide valuable services to FCi, in part because he had a good relationship with Damon Hudson, its principal. But defendant Goldman deliberately failed to disclose – either before or after FCi executed the consulting agreement – that he had an ownership or other economic interest in defendant Colvin Run Solutions. Goldman did not reveal his ownership interest in Colvin Run Solutions to FCi until January 2015.

14. While an employee of FCi, defendant Goldman, surreptitiously prepared defendant Colvin Run Solutions' invoices on the laptop provided to him by FCi for his use as an employee and secretly sent them to Hudson via his personal email account. Hudson then submitted them to FCi for payment, which payment was authorized by defendant Goldman, sometimes for amounts in excess of the agreed amount of the monthly retainer.

15. While an employee of FCi and in furtherance of the scheme or schemes of the three defendants to defraud FCi, defendant Goldman also assisted defendant Colvin Run Solutions in its representation of competitors of FCi in their efforts to obtain government contracts in competition with FCi, including defendant Colvin Run Solutions' representation of Inquiries, Inc. and DTSV, Inc.

16. While being paid by FCi to work exclusively on behalf of FCi, defendant Goldman worked on behalf of defendant Colvin Run Solutions in that company's efforts to obtain and perform work for companies of other than FCi, including ISN Corp. and Computer Sciences Corporation, and he also used FCi resources and equipment in those endeavors.

17. While he was an FCi employee, defendant Goldman also recommended that FCi retain Michael Ferrell of defendant Clark Hill to represent FCi and to assist it with legislative affairs.

18. FCi entered into a contract with defendant Clark Hill in which it agreed to pay a monthly retainer of \$20,000, starting in August 2014. A copy is attached as Exhibit D.

19. The written engagement with defendant Clark Hill provided that any expense greater than \$500 had to be approved in writing by FCi.

20. Unknown to FCi, defendant Clark Hill, through Ferrell, agreed with defendants Goldman and with defendant Colvin Run Solutions to kick back \$2,000 of each monthly payment received from FCi to defendant Colvin Run Solutions, which the law firm did right from the start. Had defendant Clark Hill advised FCi of this arrangement, which it was required by its written engagement letter, FCi would not have approved it because FCi was already paying defendant Colvin Run Solutions for its services through its own, separate retainer agreement.

21. To disguise defendant Clark Hill's monthly kickbacks, defendant Goldman would instruct FCi accounts payable personnel to ignore the monthly

invoices that arrived from defendant Clark Hill's Detroit office, which billed for fees of \$18,000 and showed a disbursement by defendant Clark Hill of \$2,000 to defendant Colvin Run Solutions. Ferrell would then prepare a replacement invoice, which did not show any disbursement to defendant Colvin Run Solutions and charged \$20,000 for fees. Only after defendant Goldman was fired did FCi discover this scheme when the defendant Clark Hill's Detroit office sent another invoice, again reflecting the \$2,000 payment to defendant Colvin Run Solutions, which defendant Goldman could no longer intercept.

22. While he was an FCi employee, defendant Goldman used FCi resources for his own benefit, including, *inter alia*, by directing the activities of another FCi consultant, James Moore, to provide services that were unrelated to the business of FCi, but instead were for the benefit of defendant Colvin Run Solutions.

23. After FCi learned of defendant Goldman's interest in defendant Colvin Run Solutions but before FCi fired him, defendant Goldman downloaded confidential FCi documents onto a flash drive from his computer at work.

24. FCi fired defendant Goldman in January 2015.

25. At the time of his firing, Goldman had in his possession electronic and paper documents that were the property of FCi and which contained confidential business information of FCi. Goldman failed to return those electronic and paper documents to FCi as required by his Employee Confidentiality Agreement. Goldman subsequently acknowledged that he retained FCi's property, but he failed to make a full disclosure of the FCi property he retained.

26. After he was fired by FCI, defendant Goldman was observed destroying documents in his garage and then putting the paper into a bag he then put in the trunk of his car.

27. FCI terminated its consulting contract with defendant Colvin Run Solutions in February 2015.

28. FCI's engagement of defendant Clark Hill ended in December 2014.

Count I
(Breach of Contract against Goldman)

29. FCI repeats and re-alleges the allegations made in paragraphs 1 through 28.

30. Defendant Goldman breached his Employee Confidentiality Agreement when he (a) failed to disclose that he held an ownership interest in Colvin Run Solutions; (b) used the services of consultant James Moore and of defendant Colvin Run Solutions to divert business opportunities from FCI to himself; and (c) downloaded and kept confidential FCI documents, both electronic and physical.

31. Defendant Goldman breached the Code of Ethics when he arranged for a kick back from defendant Clark Hill and arranged for a consulting agreement with defendant Colvin Run Solutions.

32. As a result of defendant Goldman's breach of contract, FCI suffered damages in the amount of approximately \$300,000.

33. With regard to defendant Goldman's copying and retention of confidential documents and information, FCI has no adequate remedy at law.

WHEREFORE, plaintiff FCI Federal prays judgment as hereinafter set forth.

Count II
(Breach of Contract/Fiduciary Duty against Goldman)

34. FCI repeats and re-alleges the allegations made in paragraphs 1 through 28.

35. As an employee of FCI, defendant Goldman owed a fiduciary duty of loyalty to FCI arising out of his contracts, including a duty not to compete with FCI during his employment.

36. Defendant Goldman breached his duty of loyalty to FCI when, *inter alia*, (a) he recommended that FCI retain defendant Colvin Run Solutions as a consultant and then failed to disclose that he held an ownership interest in Colvin Run Solutions; (b) he caused FCI to retain consultants, including James Moore and defendant Colvin Run Solutions, whom he then directed to undertake work at FCI's expense but which was unrelated to the business of FCI; (c) he assisted defendant Colvin Run Solutions in efforts undertaken by it in direct competition with FCI, and (d) he instructed defendant Clark Hill to kick back some of the revenue received from FCI to defendant Colvin Run Solutions.

37. As a result of defendant Goldman's breach of his fiduciary duties, he is obligated to disgorge all compensation and other economic benefits received from FCI, a total of approximately \$300,000.

WHEREFORE, plaintiff FCI Federal prays judgment as hereinafter set forth.

Count III
(Breach of Contract/Fiduciary Duty against Clark Hill)

38. FCI repeats and re-alleges the allegations made in paragraphs 1 through 24.

39. Defendant Clark Hill owed fiduciary duties to FCI, including a duty of loyalty, honesty, candor and independent judgment.

40. Defendant Clark Hill breached its fiduciary duties to FCI when it kicked back a portion of its monthly FCI retainer payment to defendant Colvin Run Solutions.

41. Defendant Clark Hill breached its contract with FCI when it incurred expenses in excess of \$500 without written approval of FCI.

42. As a result of defendant Clark Hill's breach of its fiduciary duties and of its contract, it is obligated to disgorge all revenue received from FCI, a total of approximately \$125,000.

WHEREFORE, plaintiff FCI Federal prays judgment as hereinafter set forth.

Count IV
(Breach of Contract against Colvin Run Solutions, LLC)

43. FCI repeats and re-alleges the allegations made in paragraphs 1 through 28.

44. The consulting agreement between defendant Colvin Run Solutions, LLC and FCI provides, in part, that defendant Colvin Run Solutions, LLC "agrees not to knowingly enter into any other agreements with any other firms

or government agencies that may result in a conflict of interest between" FCi and defendant Colvin Run Solutions, LLC.

45. Defendant Colvin Run Solutions breached the consulting agreement when it entered into an agreement with defendant Clark Hill while knowing that FCi had also hired defendant Clark Hill and that defendant Clark Hill was kicking back a portion of its monthly FCi retainer payment to defendant Colvin Run Solutions.

46. Defendant Colvin Run Solutions breached the consulting agreement which it assisted competitors of FCi, including Inquiries, Inc., and DTSV, Inc. in business activities in competition with FCi.

47. As a result of defendant Colvin Run Solutions breach of contract, it is obligated to disgorge all compensation received from FCi, a total of approximately \$105,000.

WHEREFORE, plaintiff FCi Federal prays judgment as hereinafter set forth.

Count V
(Statutory Conspiracy against All Defendants)

48. FCi repeats and re-alleges the allegations made in paragraphs 1 through 28.

49. Defendants Goldman, Clark Hill and Colvin Run Solutions schemed together to breach their employment, fiduciary and contractual duties to FCi by using defendant Goldman's position to get FCi to hire defendant Col-

vin Run Solutions and to hire defendant Clark Hill, keeping the fact of defendant Goldman's financial interest in defendant Colvin Run Solutions a secret, having defendant Clark Hill secretly transfer a portion of its monthly FCI retainer payment to defendant Colvin Run Solutions as part of a kickback scheme to benefit defendants Goldman and Colvin Run Solutions and using FCI resources to find clients and business opportunities for defendants Goldman and Colvin Run Solutions.

50. This conspiratorial conduct by the defendants was intentional, purposeful, willful and malicious and was done with the intent of injuring FCI in its trade and business, all in violation of Va. Code §§ 18.2-499, 18.2-500.

51. FCI has suffered damages as a result of the defendants' conspiracy in the amount of approximately \$550,000.

WHEREFORE, plaintiff FCI Federal prays judgment as hereinafter set forth.

Count VI
(Common Law Conspiracy against All Defendants)

52. FCI repeats and re-alleges the allegations made in paragraphs 1 through 26.

53. Defendants Goldman, Clark Hill and Colvin Run Solutions acted together in a scheme to breach their employment, fiduciary and contractual duties to FCI by using Defendant Goldman's position to cause FCI to hire defendants Colvin Run Solutions and Clark Hill, keeping the fact of his financial interest in defendant Colvin Run Solutions a secret, having defendant Clark Hill transfer a portion of its monthly FCI retainer payment to defendant Colvin

Run Solutions as part of a kickback scheme to benefit defendants Goldman and Colvin Run Solutions, and using FCi resources to find clients and business opportunities for defendants Goldman and Colvin Run Solutions.

54. This conspiratorial conduct by the defendants was intentional, purposeful, willful and malicious and was done with the intent of injuring FCi in its trade and business.

55. FCi has suffered damages as a result of the defendants' conspiracy in the amount of approximately \$550,000.

WHEREFORE, plaintiff FCi Federal, Inc. prays that:

A. Judgment be entered in favor of plaintiff FCi Federal, Inc. against all defendants, jointly and severally, for compensatory damages in the amount of Five Hundred Fifty Thousand Dollars (\$550,000.00), trebled to One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00), and punitive damages in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00);

B. Judgment be entered in favor of plaintiff FCi Federal, Inc. against defendant Jonathan Goldman enjoining him preliminarily and permanently from retaining possession of any confidential documents or information of plaintiff FCi Federal Inc.;

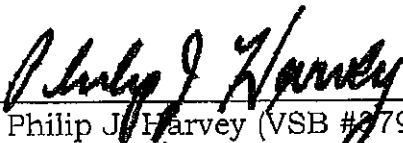
C. The Court award plaintiff FCi Federal, Inc. all costs and attorneys' fees pursuant to Va. Code § 18.2-500 and *Prospect Development Co. v. Ber-shader*, 258 Va. 75, 515 S.E.2d 291 (1999) against all defendants; and

D. The Court grant such further relief as is just and equitable.

Dated: March 9, 2015

FCi FEDERAL, INC.
By Counsel

HARVEY & BINNALL, PLLC
717 King Street, Suite 300
Alexandria, Virginia 22314
Telephone: (703) 888-1943
Facsimile: (703) 888-1930

By: 
Philip J. Harvey (VSB #27941)
pharvey@harveybinnall.com

Counsel for Plaintiff

EXHIBIT A



F-620-006-2

Employee Confidentiality, Non-Compete, Non-Disclosure

EMPLOYEE CONFIDENTIALITY, NON-COMPETE, NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

THIS AGREEMENT, is made this 28 day of January, 2014, by and between Jonathan Goldman ("Employee") and FCI Federal, a Virginia corporation.

RECITALS:

1. The Employee is being hired to perform services as an employee of FCI Federal in a capacity in which he or she may directly or indirectly receive or contribute to the production of Confidential Information as defined herein.

AGREEMENTS:

In consideration of Employee's initial employment by FCI Federal and in confirmation of those certain understandings and procedures regarding Confidentiality, Non-Compete, Non-Disclosure, Non-Solicitation Information, as defined herein, the parties agree as follows:

1. **Confidential Information:** For purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to FCI Federal or designated as such by FCI Federal and not generally known by non-FCI Federal personnel, or to which the Employee may obtain knowledge or access through, or as a result of Employee's relationship with FCI Federal including information conceived, originated, discovered, or developed in whole or in part by the Employee. Confidential Information shall include, without limitation, the following types of information and other information of similar nature whether or not reduced to writing: discoveries, ideas, concepts, software in various stages of development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information relating to customers price lists, pricing policies and financial information. Confidential Information shall also include any information described above which FCI Federal obtains from another party and which FCI Federal treats as proprietary or designates as Confidential Information, whether or not such information is owned by or was developed by FCI Federal.

INFORMATION PUBLICLY KNOWN THAT IS GENERALLY EMPLOYED BY THE TRADE AT OR AFTER THE TIME EMPLOYEE FIRST LEARNS OR SUCH INFORMATION, OR GENERAL INFORMATION OR KNOWLEDGE WHICH THE EMPLOYEE WOULD HAVE LEARNED IN THE COURSE OF SIMILAR EMPLOYMENT OR WORK ELSEWHERE IN THE TRADE, SHALL NOT BE DEEMED PART OF THE CONFIDENTIAL INFORMATION.

2. All notes, data, reference materials, sketches, drawings, memoranda, documentation, and records, in whatever form, in any way incorporating or reflecting any Confidential Information shall belong to and be the exclusive property of FCI Federal. Employee agrees to turn over all copies of such materials in Employee's control to FCI Federal upon request, or upon termination of Employee's employment with FCI Federal.

3. Employee agrees that during and after his or her employment by FCI Federal he or she shall hold in strict confidence and not directly or indirectly reveal, report, publicize, disclose, transfer, consult with, duplicate, or directly or indirectly cause the same, any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose, except in the course of Employee's authorized work for FCI Federal.

4. The Employee agrees that any invention or idea that is in whole or in part conceived or made by Employee during or after his or her employment by FCI Federal and which is made through the use of any Confidential Information or any of the FCI Federal equipment, facilities, trade secrets or time, or which result from any work performed by Employee for FCI Federal, shall belong exclusively to FCI Federal and shall be deemed to be part of the Confidential Information for purposes of this Agreement. FCI Federal shall have the sole right to seek patent, copyright, registered design (trademark, etc.) or other protection in connection therewith, and Employee shall not communicate to any third party the nature of or details relating to any such manufacture or work, invention, or idea as outlined herein.

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**Employee Confidentiality, Non-Compete, Non-Disclosure**

5. Employee acknowledges the unique nature of the Confidential information and agrees that FCI Federal will suffer irreparable injury which cannot be adequately compensated by law should Employee fail to fulfill his or her obligations under paragraphs 2, 3 and 4 of this Agreement. Accordingly, Employee agrees that FCI Federal will, in addition to other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of paragraphs 2, 3 and 4 of this Agreement.

6. **Non-Compete Information.** Employee agrees that for the period he or she is employed by FCI Federal or as an assignee of FCI Federal, plus one (1) year after termination of employment, he or she will not directly or indirectly compete with FCI Federal in FCI Federal's business areas. Prohibited competition shall include but not be limited to acting as a consultant, advisor, independent contractor, officer, manager, employee, principal, agent, trustee or through the agency of any corporation, partnership, association or agent or agency, nor lend money or guarantee borrowing for the purpose of owning a corporation (except corporations whose stock is traded on the American or New York Stock Exchanges) or be a member or employee of which conducts a business in competition to the "defined business" for the duration of this non-competition agreement as set forth below.

7. "Defined business" shall mean business in the continental U.S. as fully described below. Prohibited competition shall also include:

- a. Accepting employment with a customer of FCI Federal or FCI Federal's affiliates with the intent or purpose of transferring defined business performed by FCI Federal or FCI Federal's affiliates to a department, division or affiliate of the customer.
- b. Requesting or advising any of the customers, suppliers, or other business contacts of FCI Federal or FCI Federal's affiliates to withdraw, curtail or cancel their business with FCI Federal or FCI Federal's affiliates.
- c. Inducing or attempting to induce any employees, sales representative, consultants, marketing analyst or other personnel of FCI Federal or FCI Federal's affiliates to terminate their relationships, employment or breach their agreement with FCI Federal or FCI Federal's affiliates.

8. **Non-Solicitation Information.** For the duration hereof as described below, Employee further agrees that he or she will not, either directly or indirectly, through any person, firm, association or corporation with which he or she is now or may hereafter become associated, cause or induce any present or future employment with Employee or with such other person, firm, association or corporation.

9. **Duration.** The duration of this non-competition, non-disclosure and non-solicitation agreement shall be the greater of the term of Employee's employment with FCI Federal or FCI Federal's affiliates plus a period of one (1) year thereafter.

10. This Agreement shall be governed and construed pursuant to the laws of Virginia and should any provision hereof be found by a court of competent jurisdiction to be unenforceable, such provision shall be ineffective to the extent it is unenforceable and shall not invalidate the remainder of the Agreement.




F-620-006-2

Employee Confidentiality, Non-Compete, Non-Disclosure

This Agreement is in addition to any employment or other agreement but the obligations of the Agreement of the Employee, or the rights conveyed to FCI Federal hereunder take precedent over lesser provisions of such other agreements, if any.

IN WITNESS WHEREOF, the parties to the Agreement have duly executed it on the day and year first above written.


Employee signature

1/28/14
Date

FCI Federal representative

Date

Version: 2_101711

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EXHIBIT B



Corporate Code of Business Ethics

OVERVIEW

FCI Federal's Corporate Code of ethics is a statement of both its ethical approach to doing businesses and its guidelines for the conduct of its employees while acting as FCI Federal representatives. FCI Federal has an established reputation with its clients, suppliers, government agencies, and the financial community. This reputation is maintained only by the avoidance of improper or questionable conduct by its employees. Personal integrity and ethical business practices are essential to the successful achievement of the Company's vision, goals, and targets.

All officers, directors, managers, regular and part-time employees, consultants, and agents of the Company shall conduct themselves in accordance with the highest standards of personal integrity. Furthermore, they shall manage and conduct the Company's business in accordance with the established principles of business ethics and in compliance with all applicable laws. This Code of Ethics establishes the guidelines for personal conduct by FCI Federal employees in the conduct of Company business. FCI Federal employees will conduct themselves in accordance with the spirit as well as the letter of the guidelines set forth below:

CONFLICT OF INTEREST

FCI Federal employees must be free of involvement or investment, which interferes or could appear to interfere with the exercise of independent judgment that is in the best interest of the Company. Moreover, nor shall any involvement or investment appear to constitute, contribute, or suggest such a conflict of interest. A conflict of interest or the appearance thereof would occur when an employee's interest in, association with, and/or employment by a competitor company, a supplier of goods or services to the Company or client of the Company is such that an employee's ability to act in the best interest of the Company may be questioned.

Use of Corporate Funds and Assets

The assets of the company include not only physical plant, equipment, corporate funds, and office supplies, but also technologies and concepts, business strategies and plans, and information about or business. These assets shall not be improperly used to provide personal gain for employees or non-employees.

Company Confidential and Proprietary Information

No FCI Federal employee shall use, either for their own benefit or others, any confidential information gained in the course of their employment which is generally not publicly known. Further, no FCI Federal employee shall disclose information to other employees or outsiders except as required in the ordinary conduct of the Company's business and as may be officially authorized by the Company.

Personal Financial Gain

No FCI Federal employee shall own any financial interest in a supplier, client, or competitor if the employee is in a position to influence or may appear to influence business decisions of the Company or the other party as they relate to one another.



Outside Activities

No FCI Federal employee shall act as an agent or representative of any client, competitor, or supplier doing business with FCI Federal.

CUSTOMER/VENDOR INTERACTION

"Kickbacks" and Rebates

Purchases or sales of goods and services must not lead to employees or their families receiving personal kickbacks, rebates, or other payments regardless of form, whether in money, property, favors, or services.

Reciprocity

Suppliers to the Company shall not be asked to buy our products and services in order to become or continue to be a supplier.

Gifts

No FCI Federal employee will accept any gift, payment, favor or other benefit from a current or prospective supplier, client, competitor, or any other individual or organization. No FCI Federal employee will give any gift, payment, or favor, or any other benefit of more than nominal value to an employee or an agent of any organization with which the Company has a business relationship.

Entertainment

A FCI Federal employee may provide or accept business entertainment only if it is reasonable with regard to frequency, and cost and is expressly not for any improper, unlawful, or unethical purpose. Further, it shall avoid the appearance of ethical impropriety.

Payments to agents, Sales Representatives, and Consultants

FCI Federal agreements with agents, sales representatives, and consultants must be in writing and must clearly and accurately set forth the services to be performed, the basis for earning the commission or fee involved, and the applicable rate or fee. Payments must be reasonable in amount, not excessive in light of the practice in the trade and commensurate with the value of services rendered. The agent, sales representative, or consultant must be advised that the agreement will be publicly disclosed and must agree to such public disclosure.

FALSIFICATION OF RECORDS

No payment or receipt on behalf of the Company may be approved or made with the intention or understanding that any part of the payment or receipt is to be used for a purpose other than that described in the documents supporting the transaction. "Slush funds" or similar funds or accounts where no accounting for receipts or expenditures is made on the Company's books are strictly prohibited.



COMPETITIVE PRACTICES

Dealings with competitors will be conducted in accordance with existing antitrust laws. Collaborate discussions with competitors in violation of the law on pricing, production, marketing, inventories, product development, sales territories and goals, market studies, and proprietary or confidential information shall be avoided at all costs.

PERSONAL ETHICS

It is the responsibility of the FCI Federal employees to respect the property and possessions of other staff members. Willful misuse, destruction or theft of personal or Company-provided supplies or equipment is not acceptable behavior in accordance with FCI Federal's code and such occurrences will be dealt with severely.

FCI Federal employees are expected to conduct themselves professionally with regard to both language and appearance. While acting as a representative of FCI Federal during and beyond business hours, employees should project a tasteful and ethical impression.

COMPLIANCE

All FCI Federal employees are expected to report dishonest or illegal activities by other employees as outlined above to their supervisor or to the Chief Executive Officer. Failure to submit such information is a violation of the code as is the submission of facts which are known to be false. Submission of code violations may be in person or in writing to the above-mentioned persons - preferably in writing, containing a description of the factual basis for the allegations (e.g. documents, events, meetings) and be signed. It is a serious code violation for any FCI Federal officer, director, or manager to initiate or encourage reprisal action against an employee or other person who in good faith reports known or suspected code violations.

The Board of Directors is responsible for assuring that the business of the Company is conducted in accordance with the code. The board, through its own audit committee, will assure that the code is properly administered.

If willful violations are ascertained to have taken place, the Board shall assure that the legal rights of individuals are protected, that the Company's legal obligations are fulfilled and that proper disciplinary and legal action is taken. The board will further see that corrective measures and safeguards are instituted to prevent recurrence of violations.

All officers, directors, and managers are responsible for reporting an actual or alleged material code violation. All officers, directors, and managers are also responsible for reviewing this code with each of their employees and ensuring that it is countersigned annually and placed in the employee's personnel file. New employees shall read and sign the code upon their employment.

PENALTIES

Violations will be the basis for disciplinary action, including reprimand, loss of compensation, seniority or promotional opportunities, demotions, or discharge.



F-620-007-2
Corporate Code of Business Ethics

I have read this document and understand its content.


Signature

1/28/14
Date:

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EXHIBIT C

CONSULTANT AGREEMENT CA14-01

BETWEEN

FCI FEDERAL, INC.

AND

COLVIN RUN SOLUTIONS

THIS AGREEMENT is made and entered into as of February 1, 2014 by and between FCI FEDERAL, INC. (hereinafter called "FCI FEDERAL") having their principal office at 602 S King Street, Suite 102, Leesburg, Virginia 20175 and COLVIN RUN SOLUTIONS having his principal office at 14055 Sterling Point Dr (hereinafter referred to as "CONSULTANT") (the "Agreement"). Gainesville, VA 20155

WHEREAS, CONSULTANT is, by reason of knowledge and experience, capable of rendering and does desire to provide management consulting to FCI FEDERAL;

WHEREAS, CONSULTANT proposes to perform work for FCI FEDERAL, which work may require that it obtain specialized services.

NOW, THEREFORE, in consideration of the premises and of the mutual promises stated herein, the parties to this Agreement do mutually agree to the following:

1. SERVICES TO BE RENDERED

CONSULTANT shall provide to FCI FEDERAL services and support as defined in Exhibit A, the Statement of Work.

CONSULTANT shall render all services as an independent contractor and shall not be an agent or employee of FCI FEDERAL.

2. TERM

The term of this agreement shall be from February 1, 2014 through June 30, 2014. This term may be extended on a month by month basis by mutual agreement of both parties via written modification of this Agreement prior to expiration of the current term.

3. CONSIDERATION

As consideration for services rendered, FCI FEDERAL shall pay CONSULTANT on a retainer basis using \$7,500 per month as the mechanism for payment. Should FCI Federal be selected as the prime contractor for the FBI Contract, profit sharing based on gross margin dollars of the resultant FBI Contract will be paid quarterly to CONSULTANT in accordance with paragraph 5 Invoicing and in accordance with the following schedule:

Base Period: 5.5%

Option 1: 6.5%

Option 2 through Option 4: 6%

4. FUNDING

Services under this Agreement will be ordered via Purchase Order issued to Consultant from FCI Federal Contracts. Funding will be provided at the Purchase Order Level. FCI Federal shall have no obligation to pay for any services unless such services are performed pursuant to a Purchase Order issued and executed by an authorized representative of FCI Federal. In no event shall FCI Federal have any obligation to pay for services exceeding the funding assigned to the Purchase Order pursuant to which such services are performed.

5. INVOICES

CONSULTANT shall submit invoices by the fifth of each month for payment for work performed under issued Purchase Order for the previous month. Invoices shall contain the following information:

- a. Invoice number
- b. Invoice date
- c. Remittance Address
- d. Purchase Order Number
- e. PO Line item, labor category (if applicable), amount invoiced, description of work performed, cumulative amount invoiced and amount of funding remaining.

FCI FEDERAL agrees to remit payment to CONSULTANT within thirty (30) calendar days of receipt of an acceptable invoice for retainer services and within thirty (30) calendar days

from the end of a quarter for post contract award profit sharing. Invoices should be submitted to the following address:

FCI FEDERAL, INC.
Attn: Accounting
602 S King Street
Suite 102
Leesburg, Virginia 20175
Or via e-mail: karen.dickert@fcifederal.com

Invoice questions should be directed to Karen Dickert at 703-443-9485. Any invoices where cumulative amounts exceed the funded amount will be rejected and returned to CONSULTANT.

6. **OFFICIALS NOT TO BENEFIT**

No member of or delegate to any state or federal legislature, or any agency official at the state or federal level shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom.

7. **PROPRIETARY INFORMATION**

The treatment of Proprietary Information shall be governed by Non-Disclosure Agreement number NDA-14-107 (the "NDA"). CONSULTANT shall not use or duplicate, in any way or by any means any Proprietary Information belonging to, supplied, or otherwise made available by FCI FEDERAL except in the performance of work or the rendering of services for FCI FEDERAL and only in strict accordance with the NDA. The term "Proprietary Information" as used herein shall include information that is not public information and which is developed by CONSULTANT in the performance of work or the rendering of services pursuant to this Agreement. The termination or expiration of this Agreement shall not supersede or affect the obligations of the Parties with respect to protection of Proprietary Information, which shall survive such termination or expiration and remain in full force and effect.

8. **CONFLICT OF INTEREST**

CONSULTANT agrees not to knowingly enter into any other agreements with any other firms or government agencies that may result in a conflict of interest between FCI

FEDERAL and CONSULTANT. The term "conflict of interest" is defined as any situation where the business interests of FCI FEDERAL could be compromised by CONSULTANT's interests in a competing firm or by CONSULTANT's participation on behalf of a competing firm or government agency in a procurement FCI intends to bid on or as to which FCI Federal has received a contract award. CONSULTANT agrees to disclose all known actual or potential conflicts of interest within five (5) calendar days of discovery and agrees to withdraw from or not enter into any situation that would constitute such a conflict of interest.

9. UNITED STATES GOVERNMENT REQUIREMENTS

When applicable, CONSULTANT shall be subject to and bound by those Federal Acquisition Regulations (FAR), Agency Acquisition Regulations (AAR), and Procurement Integrity Act clauses and provisions that apply to subcontractors by law or pursuant to the terms of FCI Federal's prime contract. Such clauses and provisions are made a part of this Agreement and CONSULTANT agrees to notify FCI FEDERAL in writing of any known potential or actual violation of law or regulations, which may arise hereunder.

10. NON COMPETE

During the pendency of this Agreement and for a period of twelve (12) months following completion of the work outlined under this Agreement or after expiration or termination of this Agreement (in accordance with Paragraph 13, subparagraph (i) and (ii), CONSULTANT agrees not to negotiate for the provision of consulting services or for employment with FCI FEDERAL clients that were supported by CONSULTANT as a direct result of this Agreement without authorization, in writing, from FCI FEDERAL.

If Agreement is terminated for convenience in accordance with Paragraph 13, subparagraph (iii), the non-compete duration will be for a period of six (6) months following the termination for convenience of the work outlined under this Agreement during which time CONSULTANT agrees not to negotiate for the provision of consulting services or for employment with FCI FEDERAL clients that were supported by CONSULTANT as a direct result of this Agreement without authorization, in writing, from FCI FEDERAL.

11. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

12. DISPUTES

FCI FEDERAL and CONSULTANT (together referred to as "Party" or "Parties") shall exercise good faith efforts to settle any disputes arising under this Agreement. In the event that the Parties are unable to resolve a dispute within 60 (sixty) days of written identification of the dispute, either Party may then submit the matter for formal proceedings which may include alternative dispute resolution. During the dispute resolution process contemplated under this provision, including alternative dispute resolution or litigation, both Parties will continue performing their obligations under this Agreement.

13. TERMINATION

FCI FEDERAL may, within 15 days of written notice to CONSULTANT, terminate the whole or any part of this Agreement in any of the following circumstances:

- i) If CONSULTANT fails to perform the services specified herein;
- ii) If CONSULTANT fails to perform any of the other provisions of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as FCI FEDERAL may authorize in writing) after receipt of notice from FCI FEDERAL specifying such failure; or
- iii) If FCI FEDERAL, for its own convenience, decides to terminate this Agreement, in whole or in part.

14. CHANGES


FCI FEDERAL shall be entitled to make changes to this Agreement and to the Scope of Work outlined in Exhibit A, provided that CONSULTANT is afforded: (1) the opportunity to review the proposed changes in the terms of the Agreement or in the scope of work; (2) assess any impact that such changes have upon the schedule and/or total cost of the project; and (3) as appropriate, negotiate required adjustments in funding to ensure that the Agreement adequately covers the estimated cost of performing the work authorized by FCI FEDERAL. All changes will be administered by modification to this Agreement, in writing and signed by both Parties.

15. LIMITATION OF LIABILITY

In no event shall either Party be liable hereunder or otherwise for incidental, special, consequential, indirect, and punitive or multiple damages, interest or attorney's fees.

16. INDEMNIFICATION

FCI FEDERAL and CONSULTANT (each, the "Indemnifying Party") shall indemnify the other party (the "Indemnified Party") from and against any damages, excluding incidental, consequential and punitive damages, incurred as a result of the negligence or gross negligence of the Indemnifying Party in performing its obligations hereunder, or as a result of a breach by the Indemnifying Party of its obligations hereunder.



17. INSURANCE

CONSULTANT shall procure insurance against claims for injuries to persons or damages to property that arise from or in connection with CONSULTANT's work under this Agreement and the results of that work by the CONSULTANT, his agents, representatives, employees, or subcontractors. CONSULTANT must procure the following types of coverage at the minimum limits stated:

- i) Commercial General Liability coverage (\$500,000 per occurrence for bodily injury, personal injury, and property damage);
- ii) Automobile Liability coverage (\$500,000 per accident for bodily injury and property damage);
- iii) Workers' Compensation and Employers' Liability coverage as required by the Commonwealth of Virginia; and

Any deductibles under the required insurance policies will be the responsibility of CONSULTANT.

CONSULTANT AGREEMENT (AGREEMENT No.)
BETWEEN FCI FEDERAL, INC.
AND (CONSULTANT NAME)
Page 7 of 8

Proof of required insurance coverage must be provided to FCI FEDERAL prior to commencement of the work outlined in **Exhibit A** and all required insurance must be maintained for the duration of this Agreement, including any extensions thereof.

By signing this agreement, CONSULTANT certifies that it is a bona fide agency as defined by FAR 52.203-5: "Bona fide agency"....means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence." "Improper influence"....means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter." CONSULTANT further certifies that compensation is at market rates.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first above written.

FCI FEDERAL, INC.
602 S King Street, Suite 102
Leesburg, Virginia 20175
703-443-1888

By: Emily Porter

Name: Emily Porter

Title: Contracts Director

Date: 3/11/2014

Colvin Run Solutions
(CONSULTANT ADDRESS)

Tax ID: 46-2813429

By: Damon Hudson

Name: Damon Hudson

Title: Owner

Date: 3/8/14

Exhibit A: Statement of Work

Consultant shall provide capture support for two FBI opportunities called Name Check, and FOIA, both with the place of performance in Winchester, VA, and the OPM Support Services Mail Room opportunity.

Specific deliverables include, at a minimum:

- 1) Identify and obtain exclusive commitment and resumes from identified key and essential personnel,
- 2) Obtain exclusive key teaming partners to support each opportunity,
- 3) Develop a customer-focused capabilities presentation (one or more version as directed), and
- 4) Develop and assist in executing the overall capture plan with critical milestone and specific call plan for key customers.

Each task will be assigned, managed by the FCI Technical Point. Task assignments and funding will be issued and funding via Purchase Order.

The FCI Technical Point of Contact is as follows:

Dick Braun
602 S. King Street, Suite 102
Leesburg, VA 20175
703-443-1906 (v)
Dick.braun@fcifederal.com

MODIFICATION 1
CONSULTANT AGREEMENT CA14-01
BETWEEN
FCI FEDERAL, INC.
AND
COLVIN RUN SOLUTIONS

The purpose of this modification, effective July 1, 2014, is to amend agreement CA14-01 as follows:

Extend the term of the agreement. Replace paragraph 2. Term as follows:

The term of this agreement shall be from **February 1, 2014** through **December 31, 2014**.

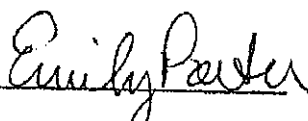
Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first above written.

FCI FEDERAL, INC.
20130 Lakeview Center Plaza, Suite 420
Ashburn, VA 20147

COLVIN RUN SOLUTIONS
14055 Sterling Point Dr
Gainesville, VA 20155

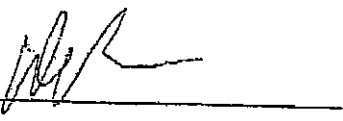
Tax ID: 46-2813429

By: 

Name: Emily H. Porter

Title: Contracts Director

Date: 8/22/14

By: 

Name: Damon Hudson

Title: Consultant

Date: 8/18/14

EXHIBIT D

CLARK HILL

Michael J Ferrell
T 202-552-2374
F
Email: MFerrell@ClarkHill.com

Clark Hill PLC
601 Pennsylvania Avenue NW
North Building, Suite 1000
Washington, DC 20004
T 202.772.0909
F 202.772.0919

clarkhill.com

September 2, 2014

Ms. Sharon D. Virts
Chief Executive Officer
FCi-Federal
20130 Lakeview Center Plaza
Suite 420
Ashburn, Virginia 20147

Dear Ms. Virts,

This letter will confirm that FCi-Federal, Inc. has engaged the law firm of Clark Hill to assist the company with matters involving a contract with the U.S. Customs and Immigration Services (USCIS) of the Department of Homeland Security (DHS).

The exact nature and scope of our services will be determined by FCi-Federal. However, Clark Hill proposes to undertake the following core activities:

- Coordinate all activities with FCi-Federal management and key staff
- Develop and execute an appropriate legislative and political strategy
- Work with media advisors to ensure relevant messaging
- Draft relevant informational documents, correspondence and legislation
- Educate Members of Congress and staff on the underlying public policy issues
- Serve as the primary advocate for FCi-Federal before Congress
- Communicate regularly with FCi-Federal on all matters related to this representation

In addition, Clark Hill is prepared to undertake such other assignments as may arise during the course of our representation and for which FCi-Federal requests our assistance.

September 2, 2014

Page 2

The firm's representation will commence on July 9, 2014 and extend through September 8, 2014. FCI-Federal may, at its sole discretion, extend this agreement for an additional period of time. Both parties retain the right to terminate the agreement upon delivery of thirty (30) days written notice to the other party. All outstanding fees and expenses will be due and payable within NET 30 days of receipt of an acceptable invoice.

In consideration of the services described above, FCI-Federal has agreed to pay Clark Hill twenty thousand dollars (\$20,000.00) for each of the three months this agreement is in force. Clark Hill may also bill FCI-Federal for all reasonable and ordinary out-of-pocket expenses incurred as part of our representation; such expenses shall not exceed \$500 without prior written approval from FCI-Federal. Any expenses in excess of \$25 require approval from FCI Federal.

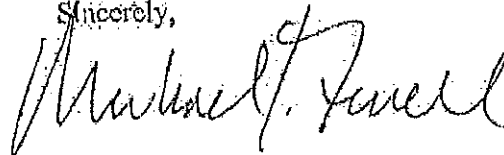
Any changes in this agreement regarding Clark Hill's fees and expenses as well as any significant expansion in the scope of work to be performed by the firm shall be approved by both parties in advance of any changes taking effect.

Attached are the biographies of those members of Clark Hill's team assigned to this project.

On behalf of my colleagues at Clark Hill I want to thank you for the opportunity to work with you and your colleagues at FCI-Federal.

If you have any questions regarding our engagement, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Ferrell", written in a cursive style.

Michael J Ferrell

CLARK HILL PLC

CLARK HILL