

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA *ex rel.* :  
RACHEL GOLDBERG, :

Plaintiff, :

v. :

INSTITUTE OF INTERNATIONAL :  
EDUCATION, :

Defendant. :

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UNITED STATES OF AMERICA, :

Plaintiff-Intervenor, :

v. :

INSTITUTE OF INTERNATIONAL :  
EDUCATION, :

Defendant. :

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**STIPULATION AND ORDER OF  
SETTLEMENT AND RELEASE**

**07 Civ. 8294 (PKC)**

WHEREAS, this Stipulation and Order of Settlement and Release (the "U.S. Relator Release Stipulation") is entered into between the United States of America, by its attorney Preet Bharara, United States Attorney for the Southern District of New York (the "United States"), and Relator Rachel Goldberg (the "Relator," and together with the United States, "the Parties"), through their authorized representatives;

WHEREAS, on September 24, 2007, Relator filed a complaint pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Relator Complaint"), in a *qui tam* action in the United States District Court for the Southern District of New York captioned *United States ex rel. Rachel Goldberg v. Institute of International Education*, No. 07 Civ. 8294

(PKC) (the “Civil Action”);

WHEREAS, the Relator filed an amended complaint in the Civil Action on or about June 13, 2011;

WHEREAS, the United States intervened in the Civil Action on or about June 16, 2011 and filed the Complaint-in-Intervention of the United States of America (the “Federal Complaint”) on or about June 16, 2011;

WHEREAS, a Stipulation and Order of Settlement and Dismissal (the “U.S. Settlement Stipulation”) between the United States, Relator, and Defendant Institute of International Education (“IIE” or “Defendant”) was so-ordered by the Court on June 16, 2011, settling the United States’ civil claims against Defendants for the conduct alleged in the Federal Complaint and the Relator Complaint;

WHEREAS, pursuant to the terms of paragraph 2 of the U.S. Settlement Stipulation, IIE is required to pay the United States the sum of \$1,000,000 (“U.S. Settlement Proceeds”) within five (5) business days of the date the U.S. Settlement Stipulation is entered by the Court;

WHEREAS, the Relator has asserted that, pursuant to 31 U.S.C. § 3730(d)(1), she is entitled to receive a portion of the U.S. Settlement Amount (the “Relator’s U.S. Claim”); and

WHEREAS, the Parties hereto mutually desire to reach a full and final compromise of the Relator’s U.S. Claim against the United States for a portion of the U.S. Settlement Proceeds pursuant to the terms set forth below,

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations in this U.S. Relator Release Stipulation, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

### TERMS AND CONDITIONS

1. Contingent upon and following payment by IIE pursuant to the terms of the U.S. Settlement Stipulation, the United States will pay Rachel Goldberg c/o her attorney Timothy McInnis, Esq. a total of \$170,000 (the "U.S. Relator's Share") from the U.S. Settlement Proceeds according to written instructions provided by Relator's counsel, Timothy McInnis, Esq. or Richard Bernstein, Esq.

2. In agreeing to accept payment of the U.S. Relator's Share, and upon payment thereof, Relator Rachel Goldberg, for herself and her heirs, successors, attorneys, agents, and assigns, will release and will be deemed to have released and forever discharged the United States, its officers, agents, and employees from any claims pursuant to 31 U.S.C. § 3730 and for a share of the U.S. Settlement Proceeds, and from any claims against the United States arising from or relating to the filing of the Civil Action and the Federal Complaint.

3. This U.S. Relator Release Stipulation does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this U.S. Relator Release Stipulation.

4. This U.S. Relator Release Stipulation shall be binding only on the Parties, their successors, assigns, and heirs.

5. This U.S. Relator Release Stipulation shall become final, binding, and effective only upon entry by the Court.

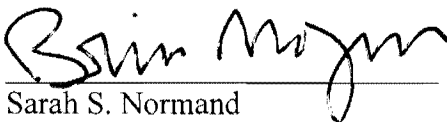
6. This U.S. Relator Release Stipulation may not be changed, altered or modified, except in writing signed by the United States and the Relator.

7. This U.S. Relator Release Stipulation shall be governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising under this U.S. Relator Release Stipulation shall be the United States District Court for the Southern District of New York.

8. This U.S. Relator Release Stipulation may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

Dated: New York, New York  
June 30, 2011

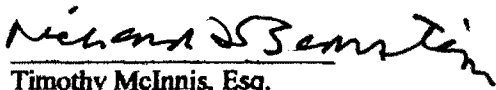
PREET BHARARA  
United States Attorney for the  
Southern District of New York

By:   
\_\_\_\_\_  
Sarah S. Normand  
Brian K. Morgan  
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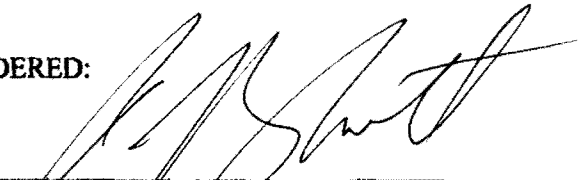
  
RACHEL GOLDBERG, Relator

Dated: New York, New York  
June 29, 2011

MCINNIS LAW  
Attorneys for Relator

By:   
Timothy McInnis, Esq.  
Richard F. Bernstein, Esq.  
521 Fifth Avenue, Suite 1700  
New York, NY 10175

SO ORDERED:

  
\_\_\_\_\_  
THE HONORABLE P. KEVIN CASTEL  
United States District Judge

7-5-11