



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF FINANCE AND OPERATIONS
308 NORTH OFFICE BUILDING
HARRISBURG, PA 17120

September 22, 2011

Nolan W. Kurtz, Executive Director
Buchanan Ingersoll & Rooney, P.C.
One South Market Square
213 Market Street, 3rd Floor
Harrisburg, PA 17101-2121

Dear Mr. Kurtz:

Attached is a copy of your Fully Executed Compromise, Settlement and Release Agreement between the Commonwealth of Pennsylvania, Department of State (DOS) and Buchanan Ingersoll & Rooney, P.C for services performed from April 1, 2011 through June 30, 2011.

If you have any questions regarding this Agreement please contact me at [REDACTED]
[REDACTED] Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Julie A. Snader".

Julie A. Snader
Chief, Division of Procurement
Bureau of Finance & Operations

Attachment

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
COMPROMISE, SETTLEMENT AND RELEASE**

This Compromise, Settlement and Release ("Agreement") is between the Commonwealth of Pennsylvania, Department of State ("Department") with a business address of 308 North Office Building, Harrisburg, Pennsylvania, 17120 and Buchanan Ingersoll & Rooney, P.C., ("Vendor") with a business address of One South Market Square, 213 Market Street, 3rd Floor, Harrisburg, PA 17101-2121.

WHEREAS, the Vendor has a Purchase Order with the Department of State, identified as Purchase Order No.4300282608, for the provision of professional and specialized legal services; and

WHEREAS, the effective date of the Purchase Order is July 1, 2011; and

WHEREAS, the invoices submitted for services performed from April 1, 2011 through June 30, 2011 could not be paid under the Purchase Order because the billing period for the invoice is not included in the time period covered by the Purchase Order (Copies of the invoices are attached hereto as Attachment "A"); and

WHEREAS, the Vendor has sought payment for such services; and

WHEREAS, the Department acknowledges that although the Vendor provided such services to the satisfaction of the Department, the Department has been unable to pay for those services

WHEREAS, the Department and the Vendor desire to settle the Vendor's claim and any other claims which the Vendor may have against the Department arising out of and relating to the work performed by the Vendor for the Department as set forth in Attachment "A."

NOW THEREFORE, in consideration of the payment by the Department to the Vendor as set forth below and in consideration of the mutual promises and agreements set forth herein, the parties hereto, intending to be legally bound, do hereby covenant, promise, and agree as follows:

1. By way of settlement, the Department agrees to reimburse the Vendor in the amount of two hundred seventeen thousand, six hundred thirty-three dollars and ninety-seven cents (\$217,633.97), as set forth in Attachment "A."
2. The Vendor accepts reimbursement as set forth in paragraph one in full settlement of its claim for the services set forth in Attachment "A."
3. The Vendor hereby fully releases the Department, its agents, representatives, employees, successors, and assigns from all rights, claims, suits,

demands, and actions that the Vendor and its successors and assigns have or may have arising from the services provided as indicated on the Vendor's invoice.

4. The parties intend to discharge all claims of the Vendor and obligations of the Department for the services as set forth in Attachment "A."

5. The Vendor has voluntarily executed this document after having been apprised of all relevant information.

6. The Vendor agrees that the Commonwealth may offset the amount of any state tax or Commonwealth liability of the Vendor or its affiliates and subsidiaries that is owed to the Commonwealth against the payments due to the Vendor under this or any other contract with the Commonwealth.

7. Nothing contained in this document shall be construed as an admission of liability by either party.

IN WITNESS WHEREOF, the parties have executed this Compromise, Settlement and Release.

Buchanan Ingersoll & Rooney, P.C.

Commonwealth of Pennsylvania,
Department of State:

By: 

By: 
W. Evelyn Walker
Deputy Secretary for Administration
& Regulatory Programs

Date: 8/12/2011

Date: 8/14/11

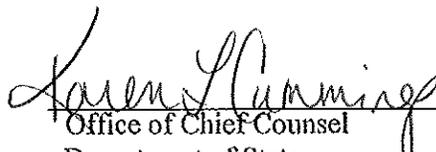
Printed Name: Nolan W Kurtz

Title: Executive Director

Federal Tax ID #: 25-1381032

SAP Vendor #: 147716-001

APPROVED AS TO FORM AND LEGALITY:

 8/15/11
Office of Chief Counsel Date
Department of State

[Signature] 9-12-11
Deputy General Counsel Date
Office of General Counsel

[Signature] 9/21/11
Deputy Attorney General Date
Office of Attorney General

I hereby certify that the funds are available as follows:

Fund	Cost Center	GL Account	Amount
7049010000	1926001633	6342100	\$217,633.97

Order
580720720021

BY: *[Signature]* 9/22/2011
for Comptroller Date

4000016271

Buchanan Ingersoll & Rooney PC
Attorneys & Government Relations Professionals

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F 412 562 1041
www.buchananingersoll.com

COMMONWEALTH OF PENNSYLVANIA - PO INVOICE
P.O. BOX 69180
HARRISBURG, PA 17106

July 12, 2011
Invoice No. 10394505

DUPLICATE COPY:
kmattis@state.pa.us

INVOICE SUMMARY

For Professional Services Rendered June 1 through June 30, 2011:

RE: BANFIELD LITIGATION
Purchase Order No. 4300282608
0079204-000005

Legal Contact: J. A. Barbour

Fees: \$109,837.85
Disbursements: \$3,986.19

Total Current Invoice: \$113,824.04

STATEMENT OF ACCOUNT

Invoice Date	Invoice No	Invoice Amount	Payments/Credits	Due
05/06/11	10378628	\$62,687.07	\$0.00	\$62,687.07
06/07/11	10385551	\$41,122.86	\$0.00	\$41,122.86
Total Prior Balances Due:				\$103,809.93
Current Invoice:				\$113,824.04

Total Due All Invoices For This Matter: \$217,633.97

The Law Firm hereby certifies that the services supplied and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Contract for Legal Services.

