

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Gershberg & Associates, LLC	2. Registration No. 5376
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3. Name of foreign principal Scott Caruthers, Ambassador at Large, Honorary Consul Designate to Washington, D.C. and Ambassador Designate to the Ukraine from the Commonwealth of Dominica	4. Principal address of foreign principal 597 Scott Drive Westminster, Maryland 21157
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REGISTRATION UNIT
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Office of the Prime Minister ("PM"), Commonwealth of Dominica
- b) Name and title of official with whom registrant deals. Scott Caruthers, Ambassador or PM

7. If the foreign principal is a foreign political party, state: N/A

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A May 15, 2000	Name and Title Richard L. Gershberg Manager/Principal	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Gershberg & Associates, LLC	2. Registration No. 5370 MAY 19 10 33 AM '03 CRIM/IS/REGISTRATION UNIT
3. Name of Foreign Principal Scott Caruthers, Ambassador at Large, Honorary Consul Designate to Washington, D.C. and Ambassador Designate to the Ukraine from the Commonwealth of Dominica	

Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

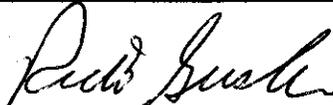
Review, prepare and negotiate contracts and generally handle legal affairs for Ambassador Caruthers.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Review, prepare and negotiate contracts and generally handle legal affairs for Ambassador Caruthers.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B May 15, 2000	Name and Title Richard L. Gershberg Manager/Principal	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

GERSHBERG & ASSOCIATES, LLC
RETAINER AGREEMENT

CLIENT: Scott Caruthers

NATURE OF MATTER: General legal representation of Scott Caruthers in his diplomatic capacity with the Commonwealth of Dominica.

I, the undersigned, Scott Caruthers, (hereinafter referred to as "Client"), hereby retain the law offices of Gershberg & Associates, LLC (hereinafter referred to as the "Firm" or the "Attorneys"), as my attorneys to represent me in connection with the matter noted above. It is understood and agreed that I employ the Firm and that it accepts employment as my attorneys upon the following terms and conditions:

1. AMOUNT OF RETAINER: I have agreed to pay, and in fact have paid, a retainer in the amount of Ten Thousand Dollars (\$10,000.00). This retainer shall be applied toward the amount of attorneys fees as hereinafter provided. All unused portions of retainer shall be refunded.

2. ATTORNEYS FEES: I hereby agree to pay attorneys fees based upon the hourly rates set forth below.

3. HOURLY RATES: The present hourly rates for persons working within the Firm are as follows:

Attorney - Partner:	\$200.00 per hour
Attorney - Associate:	\$170.00 per hour
Paralegal:	\$ 95.00 per hour
Secretarial:	\$ 35.00 per hour

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4. HOURLY RATES SUBJECT TO CHANGE: Hourly rates shall be subject to change and increase not more often than annually, provided that notice thereof is given to the Client on or before the date said increase shall go into effect.

5. OUT OF POCKET EXPENSES: The Firm shall charge the Client for all out of pocket costs and expenses incurred, such as court reporter fees, filing fees, photocopying expense, postage, long distance telephone calls, facsimile transmissions, messenger or express mail charges, appraisers, accountants, or other experts or expert witnesses, costs of obtaining records and any other similar or miscellaneous expenses. Said expenses shall be itemized on the monthly bills which shall be provided, as set forth below. The retainer paid by the Client may be used to reimburse the Firm for said costs and expenses.

6. DEFINITION OF ACTUAL TIME: Unless otherwise provided, bills will be rendered monthly based on the actual time spent and expenses incurred on Client's matter. Actual time includes time spent working on the Client's matter generally and specifically includes, but is not limited to, telephone conversations and meetings with Client, witnesses, and with others on Client's behalf or related to Client's matter, research, meetings with office staff relative to Client's matter, trial preparations, depositions, drafting and reviewing correspondence and other documents, court time, time waiting in court for court to begin and after court, and travel time. Time shall be billed on the basis of one tenth of an hour (.1) or at 6 minute intervals, rounded up. For purposes of example, in the event a phone call takes 8 minutes, the Firm has the right to bill .2 or 2/10 of an hour. The Firm reserves the right to bill less than actual time.

7. MONTHLY BILLS/STATEMENTS: Bills will be rendered at the hourly rates in effect for those employees of the Firm who perform the work. The monthly bill will

reflect the reduction of the retainer as time and efforts are expended. In the event there is any question about a bill, such question shall be brought to the attention of the Firm as soon as possible, but not later than fifteen (15) days from the date of the bill. Otherwise, the Firm shall presume that all bills are correct as submitted.

8. ADDITIONAL RETAINER: When the retainer has been reduced to such that there is less than a balance of N/A , Client will be notified and requested to pay an additional retainer of N/A within fifteen (15) days of notification. All unused portions of retainer shall be refunded as set forth above.

9. PAYMENT: In the event a bill reflects that a balance is due, payment of all bills shall be considered as due when the bill is rendered and payable in full within twenty (20) days.

10. CLIENT'S COOPERATION: Client hereby agrees to cooperate with the Attorneys and other employees of the Firm, to make himself or herself, or appropriate corporate officers or employees, available for conferences upon reasonable notice and to keep the Firm fully informed of all facts and matters relating to the case.

11. CLIENT'S OMISSIONS, MISREPRESENTATIONS: In the event Client omits or misrepresents any facts of a serious or substantial nature which could cause there to be more work than may have been originally estimated, and which thereby may have affected the Firm's setting of a retainer amount or stated fee, the Firm reserves the right to require the Client to pay such additional retainer as may be appropriate, based on the introduction of such new or additional facts which may cause the need for more time being spent by the Firm.

12. WITHDRAWAL OF COUNSEL: Client hereby acknowledges that in the event timely payments are not made within thirty (30) days from the date such are due, or Client fails to cooperate in the representation, as set forth above, or Client fails to take the Firm's advice, or for any of other reason that is permitted under the Laws of the State of Maryland, or the Rules of Professional Conduct, the Firm may withdraw as counsel from any proceedings in which the Firm has entered its appearance, or from any negotiations which may be ongoing on behalf of the Client. In such event, the Firm shall retain all amounts billed or to be billed and refund any credit balance to the Client.

13. RIGHT TO DELEGATE: Client hereby acknowledges that the Firm shall have the right to delegate duties to such members of its staff as are competent and appropriate.

14. FOCUS OF REPRESENTATION: Client is hereby engaging the Firm to represent Client on the matter defined above only, and this fee agreement shall apply exclusively to that matter and no other. In the event Client desires the Firm's representation on any other matter, a new agreement shall be entered into before the Firm will provide advice or accept responsibility for representing the Client on any other matter.

15. ARBITRATION OF FEES: In the event there arises a dispute between the Firm and the Client as to the issue of fees, the Parties hereby agree to utilize the fee arbitration services of the appropriate local bar association, and be bound by its decision. THIS PROVISION SHALL RELATE TO FEES AND EXPENSES ONLY, AND IS NOT INTENDED TO EFFECT OR ABROGATE ANY RIGHTS THE CLIENT MAY HAVE WITH REGARD TO ISSUES NOT INVOLVING FEES AND EXPENSES.

16. RETURN TELEPHONE CALLS: The Attorneys shall use their best efforts to return telephone calls within forty-eight (48) hours.

17. NO GUARANTEES: Although the Firm shall always use its best efforts to attain the Client's goals, the Firm shall not guarantee any results or the length of time it shall take to attain any such goal or result.

18. CLIENT'S REVIEW AND RECEIPT OF AGREEMENT: Client hereby acknowledges that he/she/it has reviewed this Retainer Agreement with the Attorney, has had an opportunity to question the Attorney as to any of the provisions hereof, and has received a copy of the this Agreement.

CLIENT:

May 15, 2000
DATE

Scott Caruthers (SEAL)
Scott Caruthers

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ATTORNEY'S ACCEPTANCE

GERSHBERG & ASSOCIATES, LLC

May 15, 2000
DATE

BY: Richard L. Gershberg (SEAL)
Richard L. Gershberg, ATTORNEY