

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the U.S. Navy (“Navy”) (collectively the “United States”) and Judd Wire, Inc. (“Judd Wire”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Judd Wire is a manufacturer of wire and cable products headquartered in Turners Falls, Massachusetts.

B. The United States contends that it has certain civil claims against Judd Wire arising from claims for payment caused to be submitted to the United States for wire and cable products produced by Judd Wire during the period from September 2011 through August 30, 2021. The United States contends that for production lots produced pursuant to the specifications listed in Attachment A, Judd Wire did not perform all the tests required by each specification. That conduct is referred to below as the “Covered Conduct.”

C. Judd Wire received credit under the Department of Justice’s guidelines for taking disclosure, cooperation, and remediation into account in False Claims Act cases, Justice Manual §4-4.112. Judd Wire voluntarily disclosed the testing lapses to the United States and retained, collected, and disclosed pertinent facts to the United States. Judd Wire cooperated with the United States’ investigation, including promptly responding to document and information requests and assisting in the determination of the financial impact caused by the issues under investigation. Judd Wire also represented that it

promptly implemented remedial measures, including bringing its testing processes into full compliance with the specifications, and that it took steps to prevent similar issues from occurring in the future.

D. This Agreement is neither an admission of False Claims Act liability by Judd Wire nor a concession by the United States that its claims are not well-founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Judd Wire shall pay to the United States \$1,014,000 (“Settlement Amount”), of which \$676,000 is restitution, by electronic funds transfer, pursuant to written instructions to be provided by the Civil Division of the U.S. Department of Justice, no later than 20 business days after the Effective Date of this Agreement (as defined below).

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and upon the United States’ receipt of the Settlement Amount, the United States releases Judd Wire, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors or assigns of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the releases given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; or,
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. Judd Wire waives and shall not assert any defenses Judd Wire may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause

in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Judd Wire fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Judd Wire has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Judd Wire, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Judd Wire's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Judd Wire makes to the United States pursuant to this Agreement

are unallowable costs for government contracting purposes (hereinafter referred to as “Unallowable Costs”).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Judd Wire, and Judd Wire shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Judd Wire shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Judd Wire or any of its subsidiaries or affiliates from the United States. Judd Wire agrees that the United States, at a minimum, shall be entitled to recoup from Judd Wire any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Judd Wire’s books and records and to disagree with any calculations submitted by Judd Wire or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Judd Wire or the effect of any such Unallowable Costs on the amount of such payments.

7. This Agreement is intended to be for the benefit of the Parties only.

8. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

9. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

10. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Columbia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

11. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

12. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

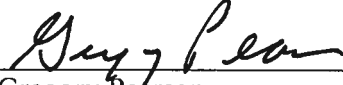
13. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

14. This Agreement is binding on Judd Wire's successors, transferees, heirs, and assigns.

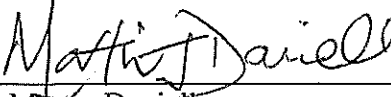
15. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

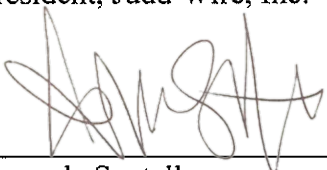
16. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles, photocopies, and electronic copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 8/10/26 BY: 
Gregory Pearson
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

JUDD WIRE, INC.

DATED: 8/7/2026 BY: 
Martin Daniell
President, Judd Wire, Inc.

DATED: 8/7/2026 BY: 
Amanda Santella
O'Melveny & Myers
Counsel for Judd Wire, Inc.

ATTACHMENT A

1. NEMA WC 27500
2. SAE AS22759
3. SAE AS85485
4. MIL-W-16878
5. SS8548
6. 79M000042
7. HS5649
8. DMS 2340
9. SS7615
10. SS7614
11. 299-947-374
12. STM01-109
13. STM01-600
14. 5PTM1T04
15. 5PTM1T05
16. 5PTM1T03
17. HS5543
18. HS5930
19. 5M3152
20. DAF35249411
21. SCGMS19050
22. HMS 2412
23. HMS 2-2129
24. GC875CE
25. GC875CF
26. GC875RW
27. GC875UF
28. 804-054
29. 57-00260