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 United States Postal Service (collectively the "United States") and Garrett Mechanical Inc.; Hey Brother, LLC; Joseph Bruni; and Daniel Tulchin (collectively "Defendants," each individually a "Defendant", and, together with the United States, the "Parties"), through their authorized representatives.

RECITALS

A. Garrett Mechanical Inc. ("Garrett") is a Delaware corporation, owned and operated by Joseph Bruni ("Bruni"). Hey Brother, LLC ("Hey Brother") is a Florida limited liability company, owned by Daniel Tulchin ("Tulchin"). On May 4, 2022, Hey Brother purchased substantially all of Garrett's assets. Following the sale, Bruni continued to work at Hey Brother reporting to Tulchin. Between February 2021 and September 2023, Garrett and/or Hey Brother performed work for, and were paid for that work by, United States Postal Service ("USPS").

B. The United States contends that it has certain civil claims against Defendants arising from invoices submitted for payment by Garrett and/or Hey Brother (d/b/a Garrett Mechanical) to USPS during the period from February 2021 through September 2023. That conduct is referred to below as the Covered Conduct.

C. Specifically, the United States contends that between February 2021 through September 2023, Garrett and/or Hey Brother (d/b/a Garrett Mechanical) submitted multiple invoices to USPS that included inflated labor hours, inflated material costs, false material receipts, inflated rental costs, false completion certificates, and forged USPS employee signatures.

D. This Settlement Agreement is neither an admission of liability by Defendants nor a concession by the United States that its claims are not well founded.

E. Defendants each admit the undisputed facts set forth in the attached Statement of Facts.

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. Defendants shall, jointly and severally, pay to the United States two hundred ninety-five thousand, two hundred and four dollars ($295,204) ("Settlement Amount"), of which one hundred forty-seven thousand, six hundred and two dollars ($147,602) is restitution, by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Delaware, no later than 30 days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, the United States releases Defendants 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 release 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 other than Bruni and Tulchin;

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; and

h. Any liability for failure to deliver goods or services due.

4. Defendants waive and shall not assert any defenses they 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. Defendants fully and finally release 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 they have 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 any Defendant 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) the investigation, defense, and corrective actions undertaken in response to the United States' civil investigation in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement;

(5) the payment Defendants make 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 Defendants, and Defendants 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, Defendants shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by any Defendant from the United States. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants 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 any Defendant's books and records and to disagree with any calculations submitted by any Defendant, or any subsidiary or affiliate of a Defendant, regarding any Unallowable Costs included in payments previously sought by such Defendant, or the effect of any such Unallowable Costs on the amount of such payments.

7. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

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 Delaware. 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 the successors, transferees, heirs, and assigns of Defendants.

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 of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

Benjamin L. Wallace
United States Attorney

DATED: 9/9/26 BY: _____

Claudia L. Pare
Assistant United States Attorney
District of Delaware

JOSEPH BRUNI

DATED: 9/9/2026 **BY:** _____
Joseph Bruni

DATED: 9/9/2026 **BY:** _____
Matthew Lee
Counsel for Joseph Bruni

GARRETT MECHANICAL INC.

DATED: 9/9/2026 **BY:** _____
Joseph Bruni
On behalf of Garrett Mechanical Inc.

DATED: Sept. 9, 2026 BY: _____
Daniel Tulchin

DATED: Sept. 9, 2026 BY: _____
David Tulchin
Counsel for Daniel Tulchin

HEY BROTHER, LLC

DATED: Sept. 9, 2026 BY: _____
Daniel Tulchin
On behalf of Hey Brother, LLC

DATED: Sept. 9, 2026 BY: _____
David Tulchin
Counsel for Hey Brother, LLC

STATEMENT OF FACTS

1. Joseph Bruni owned and operated Garrett Mechanical Inc., a Delaware corporation based in Dover, Delaware that provides various repair and maintenance services including plumbing, heating, and air conditioning.

2. Daniel Tulchin owns Hey Brother, LLC, a Florida limited liability company.

3. On May 4, 2022, Hey Brother, LLC purchased substantially all of Garrett Mechanical Inc.'s assets. Following this sale, Bruni continued to work at Hey Brother, LLC (d/b/a Garrett Mechanical) reporting to Tulchin.

4. On November 13, 2020, Garrett Mechanical Inc. signed a Service Agreement to provide repair and maintenance services to United States Postal Service ("USPS") facilities.

5. Garrett Mechanical Inc. began performing work for USPS around February 2021. Garrett Mechanical Inc. or Hey Brother, LLC (d/b/a Garrett Mechanical) continued to perform work for USPS until September 2023.

6. Between 2021 and 2023, Garrett Mechanical Inc. or Hey Brother, LLC (d/b/a Garrett Mechanical) billed USPS approximately $263,575.63.

7. Between February 2021 and September 2023, Garrett Mechanical Inc. or Hey Brother, LLC (d/b/a Garrett Mechanical) submitted multiple claims to USPS for payment that included inflated labor hours, inflated material costs, false material receipts, inflated rental costs, false completion certificates, and forged USPS employee signatures. As a result, USPS paid Garrett Mechanical Inc. or Hey Brother,

LLC (d/b/a Garrett Mechanical) in excess of what it was owed under the Service Agreement.