

## 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 United States Department of Energy (DOE) (collectively the United States), Washington River Protection Solutions, LLC (WRPS), and Devin Harmon (Relator) (hereafter collectively referred to as "the Parties"), through their authorized representatives.

### RECITALS

A. WRPS is a Delaware company with its principal place of business in Richland, Washington. WRPS is owned by Amentum Environment & Energy, Inc., an Ohio corporation with its principal place of business in Aiken, South Carolina, and Atkins Nuclear Secured, LLC, a Delaware company with its principal place of business in Oak Ridge, Tennessee.

B. Between October 1, 2017, and December 31, 2024 (hereafter the relevant time period), WRPS held DOE Contract No. DE-AC27-08RV14800 (the Tank Farms Contract). The Tank Farms Contract was a performance-based Cost-Plus-Award Fee Contract that required WRPS to operate, manage, and remediate the Hanford Site's "tank farms", which consist of large underground storage tanks that hold mixed hazardous and radioactive waste.

C. Under the Tank Farms Contract, WRPS could seek reimbursement for allowable, allocable, and reasonable costs incurred by WRPS for work performed in accordance with the scope of work of the Tank Farms Contract, including fully-burdened labor costs incurred in connection with labor hours worked in furtherance of the contract,

so long as those labor costs were allocable to the contract, allowable under the contract, and reasonable.

D. As part of its work on the Tank Farms Contract, WRPS directly employed numerous hourly workers in various capacities, including radiological control technicians, industrial hygiene technicians, nuclear chemical operators, and instrument specialists (hereinafter “covered hourly personnel”), who performed and supported remediation and cleanup work on the Tank Farms Contract.

E. During the relevant time period, WRPS, at times, sought and received reimbursement from DOE for labor hours for covered direct hourly personnel engaged in unallowable excessive idle time under the Tank Farms Contract, including labor hours that were spent in unallowable excessive idle time in which covered hourly personnel were not scheduled or assigned sufficient work to perform by WRPS.

F. On December 16, 2022, Relator, a WRPS radiological control technician, filed a qui tam action in the United States District Court for the Eastern District of Washington captioned *United States ex rel. Harmon v. WRPS*, 4:22-cv-05161-MKD, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action). The United States has intervened in the Civil Action for the purpose of effectuating this Settlement Agreement.

G. The United States contends that it has certain civil claims against WRPS arising from the conduct described above in Recitals A through E, and for knowingly submitting false claims to DOE for inflated, unreasonable, and unallowable labor costs related to labor of covered direct hourly personnel on the Tank Farms Contract during the relevant time period. That conduct is referred to below as the Covered Conduct.

H. WRPS admits that the facts set forth in in Recitals A through E are true and correct; however, this Agreement is made in compromise of disputed claims and is neither an admission of liability by WRPS, nor a concession by the United States that its claims are not well-founded.

I. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

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. WRPS shall pay to the United States \$6,500,000 (Settlement Amount), of which \$3,000,000 is restitution, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Eastern District of Washington, no later than 14 business days after the Effective Date of this Agreement.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay \$1,495,000 to Relator by electronic funds transfer (Relator's Share). WRPS will have no obligation or liability with respect to the payment of (or failure to pay) any portion of Relator's Share to Relator, or any allocation of the Settlement Amount as between or among the United States and Relator, and the rights, benefits, and releases conferred on WRPS by this Agreement and the obligations owed to WRPS under this Agreement, are not contingent upon Relator receiving any share or any particular share of the Settlement Amount.

3. WRPS shall pay to Relator the sum of \$800,000 for expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d), by electronic funds transfer pursuant to written instructions to be provided by Relator, no later than 14 business days after the Effective Date of this Agreement.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases WRPS, 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 and 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; the Contract Disputes Act, 41 U.S.C. §§ 7101-7109; or the common law theories of breach of contract, payment by mistake, unjust enrichment, negligence, and fraud.

5. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases WRPS from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Notwithstanding the releases given in Paragraph 4 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 the 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 for any conduct other than the Covered Conduct;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

7. Relator and his heirs, successors, attorneys, agents, and assigns, shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

Conditioned upon Relator's receipt of the Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever

discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases WRPS, together with its current and former parent corporations; direct and indirect subsidiaries; brother and sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil monetary claim Relator has or may have for the claims set forth in the Civil Action and the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733 (including for expenses or attorneys' fees and costs), up until the Effective Date of this Agreement. Relator represents that he has informed the United States of all known conduct by WRPS or any current or former owners, officers, directors, trustees, shareholders, employees, executives, agents, attorneys, or affiliates of WRPS that he reasonably believes could constitute a violation of the civil False Claims Act. Relator acknowledges and agrees that his representations are a material inducement to WRPS's willingness to enter into this Agreement.

9. WRPS waives and shall not assert any defenses WRPS 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.

10. WRPS 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 WRPS 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 or the United States' investigation or prosecution thereof.

11. WRPS fully and finally releases the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that WRPS has asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

12. 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 WRPS, 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' audits and civil and criminal investigations of the matters covered by this Agreement;
- (3) WRPS's investigation, defense, and corrective actions undertaken in response to the United States Department of Energy, Office of Inspector General's, and/or the United States Department of Justice's audits and investigations in connection with the matters covered by this Agreement (including attorneys' fees);

- (4) the negotiation and performance of this Agreement;
- (5) the payment WRPS makes to the United States pursuant to this Agreement and any payments that WRPS may make to Relator, including costs and attorneys fees,

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 WRPS, and WRPS 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, WRPS shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by WRPS or any of its subsidiaries or affiliates from the United States. WRPS agrees that the United States, at a minimum, shall be entitled to recoup from WRPS 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 WRPS's books and records and to disagree with any calculations submitted by WRPS or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by WRPS, or the effect of any such Unallowable Costs on the amount of such payments. For purposes of this paragraph, Unallowable Costs previously submitted for payment does not include previously invoiced amounts that may have



included alleged unreasonable idle time for the Covered Conduct and during the time period of the Covered Conduct, as this Agreement represents a negotiated determination of an amount appropriate to compensate the Government for any such charges.

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

15. Upon receipt of the payment described in Paragraph 1, above, the United States and Relator shall promptly sign and file in the Civil Action a Dismissal of the Civil Action pursuant to Rule 41(a)(1). Dismissal shall be with prejudice as to Relator, and with prejudice as to the United States to the extent of the Covered Conduct, and otherwise without prejudice.

16. Except as explicitly provided in this Settlement Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

18. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of Washington. 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.

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

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

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

22. This Agreement is binding on WRPS's successors, transferees, heirs, and assigns.

23. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

25. 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

Richard R. Barker  
Acting United States Attorney  
Eastern District of Washington

DATED: May 30, 2025

BY:



Tyler H.L. Tornabene  
Assistant United States Attorney

DEFENDANT

DATED: \_\_\_\_\_

BY: Cherry, Stephen B  
Digitally signed by Cherry, Stephen B  
Date: 2025.05.30 08:30:37 -07'00'  
Stephen B. Cherry  
General Counsel  
WRPS, Inc.

DATED: \_\_\_\_\_


BY: Luke Meier  
Digitally signed by Luke Meier  
Date: 2025.05.30 11:24:53 -04'00'  
Luke Meier  
Shawn Wright  
Blank Rome LLP  
Counsel for WRPS

RELATOR

DATED: \_\_\_\_\_

BY:   
Devin Harmon  
Relator

DATED: \_\_\_\_\_

BY:   
Richard Condit  
Mehri & Skalet  
Counsel for Relator Devin Harmon