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"), Hanford Mission Integration Solutions, LLC ("HMIS"), and Bradley Keever ("Relator") (hereafter, each a "Party" and collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. HMIS is a Delaware limited liability company with its principal place of business in Richland, Washington. HMIS is comprised of three entities: Leidos Integrated Technology, LLC ("LIT"), Centerra Group, LLC ("Centerra"), and Parsons Government Services Inc. ("Parsons").

B. At the Hanford Site, the Department of Energy retains contractors for "Mission Support" or "Mission Essential Services" to conduct cost-effective infrastructure and site services which are integral and necessary to accomplish the environmental cleanup mission. On or about August 17, 2020, HMIS began a 120-day contract transition to provide infrastructure and site services under the Hanford Mission Essential Services Contract, Contract No. 89303320DEM000031 ("the Contract"). Pursuant to the Contract, HMIS would provide direct support to DOE and its contractors with cost-effective infrastructure and site services integral and necessary to accomplish the environmental cleanup mission at the Hanford Site. Between August 17, 2020, and September 30, 2025 (hereafter the "Relevant Time Period"), HMIS contracted to provide these services under the Contract.

C. The Contract is a performance-based contract that includes several different types of payment provisions: Cost Reimbursement (CR) (non-fee bearing), Cost-Plus-Award-Fee (CPAF), and Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Line Item Numbers (CLIN). Under the Contract, HMIS can seek reimbursement for allowable, allocable, and reasonable costs incurred by HMIS for work performed in accordance with the scope of work of the Contract, including fully-burdened labor costs incurred in connection with labor hours 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 Contract, HMIS employed hourly and supervisory workers in various capacities, who performed and supported infrastructure and site services work on the Contract (collectively, "Covered Personnel").

E. During the Relevant Time Period, HMIS, at times, sought and received reimbursement from DOE for labor hours for Covered Personnel that, in certain instances, engaged in unallowable excessive idle time under the contract, including labor hours that were spent on unallowable excessive idle time in which Covered Personnel were not scheduled or assigned sufficient work to perform by HMIS.

F. On December 15, 2021, Relator, a HMIS pipefitter in the Fire Systems Maintenance group, filed a qui tam action in the United States District Court for the Eastern District of Washington captioned *United States ex rel. Keever v. Hanford Mission Integration Solutions (HMIS)*, 4:21-CV-5156-SAB, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) ("HMIS I"). The United States intervened in HMIS I on January 24, 2024.

G. On May 15, 2024, Relator filed a subsequent qui tam action in the United States District Court for the Eastern District of Washington captioned *United States ex rel. Keever v. Hanford Mission Integration Solutions (HMIS)*, 4:24-CV-05051-RLP, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) ("HMIS II"). The United States has intervened in HMIS II only for the purpose of effectuating this Settlement Agreement.

H. The United States contends that it has certain civil claims against HMIS arising from the conduct described above in Recitals A through E above, and for knowingly submitting false claims to DOE for inflated, unreasonable, and unallowable labor costs related to labor of Covered Personnel on the Contract during the Relevant Time Period. That conduct is referred to below as the Covered Conduct.

I. HMIS admits that the facts set forth in Recitals A through E are true and accurate; however, this Agreement is made in compromise of disputed claims and HMIS does not concede liability arises from those facts, under the False Claims Act or any other cause of action.

J. 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.

K. 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. HMIS shall pay to the United States $3,450,000 (the "Settlement Amount"), of which $1,725,000 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 $793,500 to Relator ("Relator's Share") by electronic funds transfer. HMIS 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 HMIS by this Settlement Agreement and the obligations owed to HMIS under this Settlement Agreement, are not contingent upon Relator receiving any share or any particular share of the Settlement Amount.

3. HMIS shall pay to Relator the sum of $1,490,000 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 HMIS, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; affiliated entities; its or their current or former owners, current or former officers, directors, and employees; 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, negligence, and fraud, whether or not asserted in HMIS I or HMIS II.

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 HMIS, together with its current and former parent corporations; direct and indirect subsidiaries; affiliate corporations; divisions; affiliated entities; affiliated entities; its or their current or former owners, current or former officers, directors, and employees; 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's HMIS I Complaint contained multiple allegations. *See,* Complaint, 4:21-CV-5156-SAB. The United States intervened only as to the allegation described in Paragraph E, above; however, counsel for Relator maintains that all allegations in Relator's HMIS I complaint are inextricably linked with the Covered Conduct. Relator represents that he has informed the United States of all known conduct by HMIS or any current or former owners, officers, directors, trustees, shareholders, employees, executives, agents, attorneys, or affiliates of HMIS 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 HMIS's willingness to enter into this Agreement.

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. HMIS waives and shall not assert any defenses HMIS 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.

9. HMIS 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 HMIS 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.

10. HMIS fully and finally releases the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that HMIS 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.

11. 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 HMIS, 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) HMIS's investigation, defense, and corrective actions undertaken in response to the United States' 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 HMIS makes to the United States pursuant to this Agreement and any payments that HMIS 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 HMIS, and HMIS 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, HMIS shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by HMIS or any of its subsidiaries or affiliates from the United States. HMIS agrees that the United States, at a minimum, shall be entitled to recoup from HMIS 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 HMIS's books and records and to disagree with any calculations submitted by HMIS or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by HMIS, 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 Relevant Time Period, as this Settlement Agreement represents a negotiated determination of an amount appropriate to compensate the Government for any such charges.

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

13. Upon receipt of the payment described in Paragraph 1, the United States and Relator shall promptly sign and file in HMIS I and HMIS II, a Dismissal of the Civil Action pursuant to Rule 41(a)(1). Dismissal in both actions 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.

14. 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.

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

16. 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 construction, 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.

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

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

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

20. This Agreement is binding on HMIS's successors, transferees, heirs, and assigns.

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

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

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

THE UNITED STATES OF AMERICA

Todd Blanche
Deputy Attorney General of the United States

DATED: 1/26/2026 BY: ______________________
Frieda Zimmerman
Jake Brooks

Molly Smith
Tyler Tornabene
Eastern District of Washington
Assistant United States Attorneys

DEFENDANT

DATED: 1/26/2026 BY: ______________________
Daryl B. Witherspoon
HMIS Chief Counsel
HMIS, LLC

DATED: __________ BY: Luke Meier Digitally signed by Luke Meier Date: 2026.01.26 14:16:22 -05'00'
Luke Meier
Shawn Wright
Blank Rome LLP
Counsel for HMIS

RELATOR

DATED: __________ BY: ______________________
Bradley Keever
Relator

DATED: __________ BY: ______________________
Meredith Crafton
Knoll Lowney
Katelyn Kinn
Smith & Lowney PLLC
Counsel for Relator Bradley Keever

Molly Smith
Tyler Tornabene
Eastern District of Washington
Assistant United States Attorneys

DEFENDANT

DATED: ____________ BY: ______________________________
Daryl B. Witherspoon
HMIS Chief Counsel
HMIS, LLC

DATED: ____________ BY: ______________________________
Luke Meier
Shawn Wright
Blank Rome LLP
Counsel for HMIS

RELATOR

DATED: 1-23-26 BY: ______________________________
Bradley Keever
Relator

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Meredith Crafton
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