

## SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among: (i) the United States of America, acting through the United States Department of Justice and on behalf of the United States Small Business Administration (SBA) (collectively the “United States”); (ii) CoreLife Eatery, LLC (CoreLife); and (iii) Zachary Howitt (Relator), through their authorized representatives. Collectively, all of the above will be referred to as “the Parties.”

### RECITALS

A. Congress enacted the American Rescue Plan Act, Pub. L. 117-2 (Act) in March 2021 as a continuation of the federal government’s efforts to provide relief to American individuals and businesses suffering the economic and public health effects of the COVID-19 pandemic. The Act allocated \$28.6 billion toward a Restaurant Revitalization Fund (RRF), to be administered by SBA, that could grant qualifying restaurants and other “eligible entities” money awards equal to revenue losses caused by the pandemic. A restaurant was not an “eligible entity” if, as of March 13, 2020, it (together with its “affiliated businesses”) owned or operated more than 20 locations. 15 U.S.C. § 9009c(a)(4)(C)(i)(II). The Act defines an “affiliated business” as “a business in which an eligible entity has an equity or right to profit distributions of not less than 50 percent, or in which an eligible entity has the contractual authority to control the direction of the business, provided that such affiliation shall be determined as of any arrangements or agreements in existence as of March 13, 2020.”

B. In April 2021, SBA released official guidelines for completing RRF applications. The guidance reiterated that an entity was not an “eligible entity” if it owned or operated more than 20 locations as of March 13, 2020, together with affiliated businesses. The guidance included the Act’s definition of “affiliated business.”

C. To obtain an RRF grant, an eligible entity submitted an application to SBA, signed by an authorized representative. The application required the entity – through its authorized representative – to acknowledge program rules and make certain affirmative certifications regarding its eligibility to obtain the grant. Among other things, the authorized representative had to acknowledge that the information in the application was true and accurate in all material respects, and that “I understand that knowingly making a false statement to obtain a grant from SBA is punishable under the law.”

D. On March 13, 2020, CoreLife and its affiliates owned and operated 29 CoreLife restaurant locations in Pennsylvania, Ohio, Illinois, Kentucky, and New York, including 10 in the Northern District of New York (*i.e.*, two in Syracuse, and one each in New Hartford, Vestal, Camillus, Clifton Park, Ithaca, Latham, Albany, and Colonie).

E. On May 3, 2021, CoreLife applied for an RRF grant in the amount of \$3,904,686.55. The RRF application included the same definition of “affiliated business” as set forth in the Act and the guidance.

F. In response to question 1.b on the RRF grant application, which asked whether CoreLife (together with any “affiliated business”) owned or operated more than 20 locations as of March 13, 2020, CoreLife – through its managing member – responded “no.” That same question, reproduced below, indicates that an applicant who responded “yes” would not be eligible for the grant:

As of March 13, 2020, owns or operates (together with any affiliated business) more than 20 locations, regardless of whether those locations do business under the same or multiple names. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if Yes, the Applicant is not eligible)
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G. In response to question 7 on the RRF grant application, which asked whether CoreLife has any affiliates. CoreLife – through its managing member – responded “no.”

Does the Applicant have affiliates?

No

Yes


7.(a) If yes, how many affiliates does the Applicant have?

\_\_\_\_\_

7.(b) Please list each affiliate's legal business name (attach extra sheet if necessary):

\_\_\_\_\_

H. Later in the application, CoreLife's managing member affixed his initials next to the following certification:

 The Applicant, together with its affiliates, does not own or operate more than 20 locations, regardless of whether those locations do business under the same or different names.

I. CoreLife admits, acknowledges, and accepts responsibility for the facts set forth above, in Paragraphs A-H and that CoreLife was not eligible for the RRF program.

J. The United States contends that the admitted facts establish that CoreLife knowingly caused false claims to be made to SBA, and knowingly made false statements material to false claims paid by SBA, by certifying falsely that CoreLife and its affiliates did not own or operate more than 20 locations as of March 13, 2020, when CoreLife management knew or should have known that the company and its affiliates both owned and operated 29 locations as of that date. This Paragraph, together with the admitted facts set forth above in Paragraphs A-I, constitutes the "Covered Conduct."

K. On February 23, 2024, Relator filed a *qui tam* action against CoreLife in the United States District Court for the Northern District of New York captioned *United States ex rel. Howitt v. CoreLife Eatery, et al.* (N.D.N.Y.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action"). Relator alleges that CoreLife violated the False Claims Act by falsely certifying its eligibility for the RRF program. The United States intervened in the Civil Action on May 5, 2025.

L. 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. CoreLife agrees to pay the United States the sum of \$7,809,373.10 (Settlement Amount), of which \$3,904,686.55 is restitution, plus interest at a rate of 4.23% per annum from March 20, 2025 until and including the day that final payment is made under this Agreement, per the terms set forth in Paragraphs 1(a)-(e). All payments by CoreLife to the United States under this Agreement will be made pursuant to electronic funds transfer pursuant to written instructions to be provided to CoreLife by the United States Department of Justice.

- a. By April 30, 2025, or on the date this Agreement is executed by all parties, whichever is later, CoreLife will make payment to the United States of \$1,000,000, plus interest at the rate identified in Paragraph 1.
- b. CoreLife will pay the remaining \$6,809,373.10, plus interest at the rate identified in Paragraph 1, pursuant to the schedule attached at Exhibit A (the Payments Over Time).
- c. The payments identified in Paragraphs 1(a)-(b) shall be secured pursuant both to (i) a Consent Judgment, in the form of Exhibit B, and (ii) the Guarantee attached as Exhibit C.
- d. If CoreLife is sold, merged, or transferred, or a significant portion of the assets of CoreLife is sold, merged, or transferred into another non-affiliated

entity, CoreLife shall promptly notify the United States, and, absent agreement from the United States to forego application of this Paragraph, all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable. For clarity, CoreLife may in the ordinary course of its business transfer shares among its members and/or close individual stores and such actions shall not trigger this Paragraph.

e. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. Conditioned upon the United States receiving the Settlement Amount payments, the United States agrees that it shall pay to Relator by electronic funds transfer 15 percent of each such payment received under the Settlement Agreement (Relator's Share) as soon as feasible after receipt of the payment.

3. Within 60 days of the Effective Date, Defendant will pay to Relator, through Relator's counsel, \$95,000 in full and complete satisfaction of any claim Relator has or could have asserted for attorneys' fees, costs, and expenses arising out of, relating to, or in connection with the Civil Action. Half of this payment shall be made on or about the date the first payment is made to the United States, or as soon as wire instructions are promptly received from Relator's counsel, whichever is later.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims), and subject to Paragraph 13 (concerning default), and Paragraph 14 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases CoreLife, 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 claims 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, as amended; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 (concerning reserved claims), and subject to Paragraph 13 (concerning default), and Paragraph 14 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases CoreLife 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 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 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.

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 (collectively "Relator's Releasers"), releases CoreLife, its officers, agents, employees, current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, affiliates, current or former corporate owners, and the corporate successors and assigns of any of them (collectively the "CoreLife Releasees") from any and all claims, rights, demands, suits, matters, issues, actions or causes of action, liabilities, damages, losses, obligations, and judgments of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, for damages, injunctive relief, or any other remedy against any and all of the CoreLife Releasees, jointly and severally, that Relator's Releasers, jointly and severally, have asserted, could have asserted, or may be able to assert against the CoreLife Releasees, jointly and severally, from the beginning of

time until the Effective Date of this Agreement. This Paragraph is intended to be interpreted as a general release by and on behalf of the Relator's Releasers. Relator's Releasers covenant and agree that, from and after the Effective Date, they shall not bring any action or initiate any proceeding with respect to the foregoing released claims, and they shall not cause, induce, assist, or encourage any other person to assert or pursue any such claims. For the avoidance of doubt, Relator's Releasers and the CoreLife Releasees agree that only the United States can take any of the actions referenced in Paragraphs 6, 13 and 14, and Relator's Releasers have no independent right to take any actions pursuant to said Paragraphs 6, 13 and 14. Nothing in the foregoing release shall prevent Relator from receiving the attorneys' fees, costs, and expenses that Relator claims as a result of the Civil Actions pursuant to 31 U.S.C. § 3730(d) and that have been agreed in Paragraph 3 of this Agreement.

9. CoreLife, for its officers, agents, employees, current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, affiliates, current or former corporate owners, and the corporate successors and assigns of any of them himself, and for his heirs, successors, attorneys, agents, and assigns (collectively the "CoreLife Releasers"), releases Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns (collectively "Relator's Releasees") from any and all claims, rights, demands, suits, matters, issues, actions or causes of action, liabilities, damages, losses, obligations, and judgments of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, for damages, injunctive relief, or any other remedy against any and all of Relator's Releasees, jointly and severally, that the CoreLife Releasers, jointly and severally, have asserted, could have asserted, or may be able to assert against Relator's Releasees, jointly and severally, from the beginning of



time until the Effective Date of this Agreement. This Paragraph is intended to be interpreted as a general release by and on behalf of the CoreLife Releasors. The CoreLife Releasors covenant and agree that, from and after the Effective Date, they shall not bring any action or initiate any proceeding with respect to the foregoing released claims, and they shall not cause, induce, assist, or encourage any other person to assert or pursue any such claims.

10. CoreLife waives and shall not assert any defenses it 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.

11. CoreLife 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 CoreLife 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.

12. CoreLife agrees to the following:

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 CoreLife, 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 and any criminal investigation(s) of the matters covered by this Agreement;

- (3) CoreLife's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal 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 CoreLife makes to the United States pursuant to this Agreement and any payments that CoreLife 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 CoreLife, and CoreLife 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, CoreLife shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by CoreLife or any of its subsidiaries or affiliates from the United States. CoreLife agrees that the United States, at a minimum, shall be entitled to recoup from them 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 CoreLife's books and records and to disagree with any calculations submitted by CoreLife or any of its subsidiaries or affiliates regarding any Unallowable Costs included in

payments previously sought by CoreLife, or the effect of any such Unallowable Costs on the amount of such payments.

13. Default: a. In the event that CoreLife fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, CoreLife shall be in Default of its payment obligations (Default). The United States will provide a written Notice of Default, and CoreLife shall have an opportunity to cure such Default within fourteen (14) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Wendy Schwartz, Esq., Binder & Schwartz LLP, or to such other representative as CoreLife shall designate in advance in writing. If CoreLife fails to cure the Default within fourteen (14) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule (Uncured Default), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, CoreLife agrees that the United States, in its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against CoreLife for the claims that would otherwise be covered by the releases provided in Paragraph 4 above, with any recovery reduced by the amount of any payments previously made by CoreLife to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action, by reinstating the Civil Action, or by enforcing the Consent Judgment attached

hereto as Exhibit C; (iii) offset the remaining unpaid balance from any amounts due and owing to CoreLife and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Uncured Default, including referral of this matter for private collection. In the event the United States pursues a collection action, CoreLife agrees immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this Paragraph, CoreLife waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against CoreLife within 120 days of written notification that this Agreement has been rescinded, and (ii) related to the Covered Conduct, except to the extent these defenses were available on February 23, 2024. CoreLife agrees not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this Paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

14. In exchange for valuable consideration provided in this Agreement, CoreLife and Relator acknowledge the following:

a. CoreLife has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to CoreLife, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which CoreLife was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of CoreLife's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, CoreLife or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of CoreLife's debts, or to adjudicate CoreLife as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for CoreLife or for all or any substantial part of CoreLife's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against CoreLife for the claims that would otherwise be covered by the releases provided in Paragraph 4 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against CoreLife in the amount of \$11,741,953.65, less any payments received pursuant to

Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by a receiver, trustee, creditor, custodian, or other similar official;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or other similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relator; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or other similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

f. CoreLife agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 14(e) is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. CoreLife shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). CoreLife waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to CoreLife that

the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on February 23, 2024.

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

16. Upon receipt of the initial payment described in Paragraph 1(a), above, the United States and the Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of CoreLife from the Civil Action pursuant to Federal Rule of Civil Procedure 41(a)(1).

17. Except as provided in Paragraph 3, above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

19. 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 Northern District of New York. 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.

20. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

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

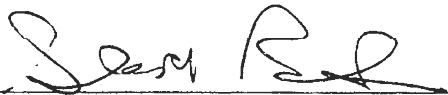
24. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

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

THE UNITED STATES OF AMERICA

May 5, 2025



Samuel P. Robins  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

JOHN A. SARCONI III  
United States Attorney



May 5, 2025

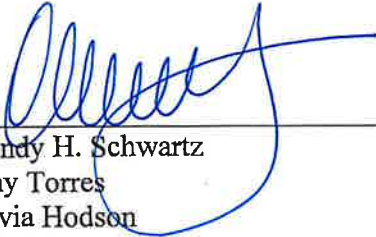
Adam J. Katz  
Christopher R. Moran  
Assistant United States Attorney



**CORELIFE EATERY, LLC**

Binder & Schwartz LLP

May 5, 2025

  
\_\_\_\_\_  
Wendy H. Schwartz  
Amy Torres  
Olivia Hodson

May 5, 2025

  
\_\_\_\_\_  
Larry Wilson, Managing Member for  
CoreLife Eatery LLC

**RELATOR**

Baron & Budd PC

May \_\_\_\_\_, 2025

\_\_\_\_\_  
Andrew M. Miller  
Noah M. Rich

May \_\_\_\_\_, 2025

\_\_\_\_\_  
Zachary Howitt

**CORELIFE EATERY, LLC**

Binder & Schwartz LLP

May \_\_\_\_, 2025

\_\_\_\_\_  
Wendy H. Schwartz  
Amy Torres  
Olivia Hodson

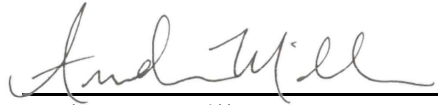
May \_\_\_\_, 2025

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Larry Wilson, Managing Member for  
CoreLife Eatery LLC

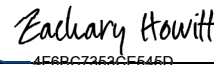
**RELATOR**

Baron & Budd PC

May 1, 2025

  
\_\_\_\_\_  
Andrew M. Miller  
Noah M. Rich

May 1, 2025

DocuSigned by:  
  
\_\_\_\_\_  
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Zachary Howitt

# EXHIBIT A

### Payment Schedule

Number	Date	Payment	Interest (4.23%)	Principal	Balance
					\$7,809,373.10
<b>1</b>	4/30/2025	\$1,037,106.29	\$37,106.29	\$1,000,000	\$6,809,373.10
<b>2</b>	6/30/2025	\$423,006.08	\$48,006.08	\$375,000	\$6,434,373.10
<b>3</b>	9/30/2025	\$443,043.50	\$68,043.50	\$375,000	\$6,059,373.10
<b>4</b>	12/31/2025	\$439,077.87	\$64,077.87	\$375,000	\$5,684,373.10
<b>5</b>	3/31/2026	\$435,112.25	\$60,112.25	\$375,000	\$5,309,373.10
<b>6</b>	6/30/2026	\$431,146.62	\$56,146.62	\$375,000	\$4,934,373.10
<b>7</b>	8/31/2026	\$1,334,787.33	\$34,787.33	\$1,300,000	\$3,634,373.10
<b>8</b>	11/30/2026	\$413,433.50	\$38,433.50	\$375,000	\$3,259,373.10
<b>9</b>	2/28/2027	\$409,467.87	\$34,467.87	\$375,000	\$2,884,373.10
<b>10</b>	5/30/2027	\$405,502.25	\$30,502.25	\$375,000	\$2,509,373.10
<b>11</b>	8/31/2027	\$401,536.62	\$26,536.62	\$375,000	\$2,134,373.10
<b>12</b>	11/30/2027	\$397,571.00	\$22,571.00	\$375,000	\$1,759,373.10
<b>13</b>	2/29/2028	\$393,605.37	\$18,605.37	\$375,000	\$1,384,373.10
<b>14</b>	5/30/2028	\$389,639.75	\$14,639.75	\$375,000	\$1,009,373.10
<b>15</b>	8/31/2028	\$1,020,047.22	\$10,674.12	\$1,009,373.10	\$0.00
	<b>Total</b>	<b>\$8,374,083.50</b>	<b>\$564,710.40</b>	<b>\$7,809,373.10</b>	

The initial payment includes an interest payment based on the accrual of interest from March 20, 2025 until the first date of payment. Payment dates that fall on a weekend or federal holiday will be due the next business day.

# EXHIBIT B

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA EX  
REL. ZACHARY HOWITT,

Plaintiff/Relator,

v.

CORELIFE EATERY, LLC

Defendant.

3:24-cv-263 (DNH/ML)

**CONSENT JUDGMENT**

This matter is before the Court upon the consent of the United States, Relator, and Defendant.

Defendant consents to entry of this judgment against it in Case No. 3:24-cv-263 (the “Civil Action”). As established by the attached Settlement Agreement, the Court finds as follows:

1. This Court has jurisdiction over the Parties as well as over the subject matter of the Civil Action.
2. The Parties negotiated an agreement to resolve certain claims that Relator filed against Defendant on behalf of the United States in the Civil Action (Settlement Agreement).
3. The Settlement Agreement required Defendant to pay the United States \$7,809,373.10, plus interest at the rate identified in Paragraph 1 of the Settlement Agreement, per the terms set forth in Paragraphs 1(a)-(e) of the Settlement Agreement.
4. Defendant is in Default, as defined in Paragraph 13 of the Settlement Agreement, because Defendant has failed to timely meet its payment obligations. Notice of Default has been

given to Defendant and the 14-day period to cure the Default provided in Paragraph 13(a) of the Settlement Agreement has expired.

5. In the Settlement Agreement, Defendant agreed that if it was in Default as to its payment obligations, and did not timely cure that Default, this consent judgment would be entered in favor of the United States against it for the amount set forth below. Such a Default has occurred.

**WHEREFORE, IT IS HEREBY ORDERED** that judgment be entered in favor of the United States and against Defendant in the amount of \$7,809,373.10, plus interest accrued thereon and less any amount previously paid by Defendant to the United States pursuant to the Settlement Agreement. As set forth in the Settlement Agreement, interest shall accrue as follows: (a) at a rate of 4.23% per annum, from March 20, 2025 until and including the day prior to Default, and (b) at a rate of 12% per annum, compounded daily, from the date of Default and continuing to and including the day that Defendant makes final payment under the Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. David N. Hurd  
United States District Judge

# EXHIBIT C



**GUARANTEE**

Larry Wilson unconditionally guarantees that, in the event that CoreLife fails to cure a Default pursuant to the requirements set forth in Paragraph 13 of this Agreement, he will pay the United States the remaining unpaid total of the Settlement Amount, plus interest at a rate of (a) 4.23% per annum, from March 20, 2025 until and including the day prior to Default, and (b) 12% per annum, compounded daily, from the date of Default and continuing to and including the day that final payment under the Agreement. This guarantee shall not be affected by any event, occurrence, or circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor or surety (other than full and complete payment of all financial obligations). If any payment by CoreLife under this Agreement is rescinded or must otherwise be returned by virtue of any action by a bankruptcy court, then the undersigned unconditionally guarantees such financial obligations as if the payment had not been made.

May 5, 2025

  
\_\_\_\_\_  
Larry Wilson