

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 Small Business Administration ("SBA," and collectively the "United States"), Ulma Forms Works, Inc. ("Ulma"), and Verity Investigations, LLC ("Relator") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Ulma is a New Jersey corporation with a principal place of business in Bergen County, New Jersey. Ulma is a manufacturer and supplier of concrete formwork, shoring and temporary scaffolding systems.

B. On or about January 30, 2025, Verity Investigations, LLC filed a qui tam action in the United States District Court for the District of New Jersey captioned *United States ex rel. Verity Investigations, LLC v. Ulma Form Works, Inc.*, Civil Action No. 25-890 (JKS) (JRA), pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action).

C. The United States contends that it has certain civil claims against Ulma arising from the following facts and conduct:

- i. The Coronavirus Aid, Relief, and Economic Security ("CARES") Act was a federal law enacted in or about March 2020 designed to provide emergency financial assistance to millions of Americans suffering economic effects caused by

the COVID-19 pandemic. One source of relief provided by the CARES Act was the authorization of forgivable loans to small businesses for job retention and certain other expenses, through a program referred to as the Paycheck Protection Program ("PPP"). PPP loans were guaranteed by the SBA and, if the loan proceeds were used for eligible expenses, the SBA would forgive the loan balance and accrued interest.

- ii. To obtain a PPP loan, a qualifying business had to submit a PPP loan application to an authorized lender. The PPP loan application required the business, through its authorized representative, to acknowledge the PPP rules and make certain affirmative certifications that the applicant was eligible to obtain a PPP loan.
- iii. On or about January 26, 2021, Ulma applied for a PPP loan ("Ulma's Second Draw PPP Loan"). At the time of its loan application, businesses with more than 300 employees were not eligible for PPP loans. Applicants were instructed that the 300-employee limit was inclusive of the applicant's affiliates. Under the rules in effect at the time of Ulma's application, applicants were required to include affiliates' employees based in the United States and abroad.

- iv. In its loan application, Ulma certified that it was eligible for the loan and that it employed no more than 300 employees. Ulma was not eligible for its loan because, inclusive of its affiliates, Ulma had more than 300 employees.
- v. Based on Ulma's certifications, a lender approved Ulma's Second Draw PPP Loan application and issued a loan in the amount of \$2,000,000. In addition, pursuant to the PPP, the SBA paid the lender a \$60,000 processing fee in connection with the lender's issuance of Ulma's Second Draw PPP Loan.
- vi. Ulma subsequently applied for and received forgiveness of its Second Draw PPP Loan, thereby extinguishing Ulma's liability for the \$2,000,000 principal loan amount, as well as \$13,425 in accrued interest.

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

E. 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

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promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Ulma shall pay to the United States two million, nine hundred and two thousand, seven hundred and ninety-five dollars (\$2,902,795) (Settlement Amount), of which \$2,073,425 is restitution, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of New Jersey no later than 30 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 two hundred ninety thousand, two hundred and seventy-nine dollars (\$290,279) to Relator by electronic funds transfer (Relator's Share).

3. Within 30 days of the Effective Date of the Agreement, Defendants will pay to Relator nine thousand, two hundred and eighty eight dollars \$9,288 for expenses, attorneys' fees, and costs pursuant to 31 U.S.C. § 3730(d). Defendants and Relator agree that this amount represents reasonable expenses, attorney's fees, and costs for the Civil Action.

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 Ulma 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.

5. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Settlement Amount, Relator, for himself/herself and for his/her heirs, successors, attorneys, agents, and assigns, releases Ulma 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; or
- f. Any liability of individuals.

7. Relator and its 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 its 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 fully and finally releases Ulma, its employees, successors, assigns, agents, and representatives, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Relator has asserted, could have asserted, or may assert in the future against Ulma, its employees, successors, assigns, agents, and representatives, related to the Covered Conduct, including but not limited to claims asserted 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.

9. Ulma waives and shall not assert any defenses Ulma 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. Ulma 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 Ulma 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. Ulma fully and finally releases Relator, and Relator's successors, attorneys, agents, and assigns, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Ulma has asserted, could have asserted, or may assert in the future against Relator, and Relator's successors, attorneys, agents, and assigns, related to the Covered Conduct or the United States' investigation or 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 Ulma, 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) Ulma'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 Ulma makes to the United States pursuant to this Agreement and any payments that Ulma 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 Ulma, and Ulma 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, Ulma shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Ulma or any of its subsidiaries or affiliates from the United States. Ulma agrees that the United States, at a minimum, shall be entitled to recoup from Ulma 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 Ulma's books and records and to disagree with any calculations submitted by Ulma or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Ulma, or the effect of any such Unallowable Costs on the amount of such payments.

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 Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

16. Except as set forth 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.

17. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into 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 District of New Jersey. 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 Ulma's successors, transferees, heirs, and assigns.

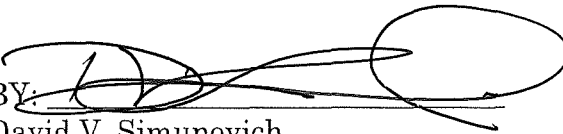
23. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

DATED: 9/3/25

BY: 

David V. Simunovich
Assistant United States Attorney
Health Care Fraud Unit
U.S. Attorney's Office – District of New Jersey
United States Department of Justice
970 Broad Street, Suite 700
Newark, New Jersey 07102
(973) 645-2700

ULMA FORM WORKS, INC. - DEFENDANT

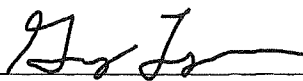
DATED: _____ BY: _____


Martin Alejandro Landreau
Chief Financial Officer
Ulma Form Works, Inc.
16-00 Route 208, Suite LL4
Fair Lawn, New Jersey 08110

DATED: _____ BY: _____

Mark A. Rush, Esq.
K&L Gates LLP
210 Sixth Avenue
Pittsburg, PA 15222-2613
Counsel for Ulma Form Works, Inc.

VERITY INVESTIGATIONS, LLC - RELATOR

DATED: 8/18/2025 BY: 
Gregory Lynam
Member
Verity Investigations, LLC

DATED: 8/19/2025 BY: 
Steven M. Shepard, Esq.
Susman Godfrey, LLP
One Manhattan West, 50th Floor
New York, New York 10001
Counsel for Relator Verity Investigations, LLC