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"), CAN USA, Inc. ("CAN USA"), and ClearWater Metrics LLC ("Relator") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. CAN USA provides inspection, repair and maintenance services to a wide range of industries, including oil, construction, civil engineering, energy, marine and structural maintenance. CAN USA has operations in New Jersey, Louisiana, and Texas.

B. On April 1, 2026, Relator filed a *qui tam* action in the United States District Court for the District of New Jersey captioned *United States ex rel. Clearwater Metrics LLC v. CAN USA Inc.*, Civil Action No. 26-3469 (EP) (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 CAN USA arising from the following facts and conduct described in this paragraph:

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 23, 2021, CAN USA applied for a PPP loan (the "Second Draw PPP Loan"). At the time of its application, CAN USA employed approximately 199 people in the United States. In addition, at the time, CAN USA also had corporate affiliates operating outside the United States that, together with CAN USA, employed more than 300 employees.

iv. At the time CAN USA submitted its application for the Second Draw PPP Loan, 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 CAN USA's application, applicants were required to include both U.S. and foreign affiliates' employees when evaluating their eligibility.

v. In its Second Draw PPP Loan application, CAN USA certified that it was eligible for the loan and that it employed no more than 300 employees. CAN USA was not eligible for its loan because, inclusive of its foreign affiliates, it had more than 300 employees.

vi. Based on CAN USA's certification of eligibility in its loan application, a lender approved the 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 the Second Draw PPP Loan.

vii. CAN USA applied for and received forgiveness of the Second Draw PPP Loan, thereby extinguishing its liability for the

$2,000,000 principal loan amount, as well as $23,500 in accrued interest.

The conduct described in this paragraph is referred to below as the "Covered Conduct."

D. This Settlement Agreement is neither an admission of liability by CAN USA 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 promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. CAN USA shall pay to the United States two million, nine hundred and sixteen thousand, nine hundred dollars ($2,916,900) ("Settlement Amount"), of which two million, eighty-three thousand, five hundred dollars ($2,083,500) 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 and ninety-one thousand, six hundred and ninety dollars ($291,690) to Relator by electronic funds transfer ("Relator's Share").

3. Within 30 days of the Effective Date of the Agreement, Defendant will pay to Relator twenty thousand dollars ($20,000) for expenses, attorneys' fees, and costs pursuant to 31 U.S.C. § 3730(d). Defendant 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 CAN USA, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and its corporate successors and assigns 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 itself and its heirs, successors, attorneys, agents, and assigns, releases CAN USA 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; and

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 relating to the Civil Action, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Relator, for itself, and for its heirs, successors, attorneys, agents, and assigns, releases CAN USA, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

9. CAN USA waives and shall not assert any defenses CAN USA 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. CAN USA 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 CAN USA 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. CAN USA fully and finally releases the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that CAN USA 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 CAN USA, 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) CAN USA'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 CAN USA makes to the United States pursuant to this Agreement and any payments that

CAN USA 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 CAN USA, and CAN USA 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, CAN USA shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by CAN USA or any of its subsidiaries or affiliates from the United States. CAN USA agrees that the United States, at a minimum, shall be entitled to recoup from CAN USA 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 CAN USA's books and records and to disagree with any calculations submitted by CAN USA or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by

CAN USA, or the effect of any such Unallowable Costs on the amount of such payments.

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

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

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

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

17. 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.

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

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

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

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

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

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

24. 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: 7/8/2026

By:
David V. Simunovich
Assistant United States Attorney
Healthcare Fraud & Opioids Enforcement Unit
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DEFENDANT – CAN USA, Inc.

Dated: 7/8/26

CAN USA Inc.
By: Clayton Hinyup, President
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Harvey, LA 70058

Dated: 7/8/26

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RELATOR – CLEARWATER METRICS LLC

Dated: Jul 7, 2026 Neil Messian

Neil Messian
Member
ClearWater Metrics LLC

Dated: Jul 7, 2026 Jason Marcus

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