

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
ABINGDON**

JULIA C. DUDLEY, CLERK
BY: LOTTIE LUNSFORD
DEPUTY CLERK

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	
	:	
- against -	:	Civil No. <u>1:19CV00027</u>
	:	
\$647,000,000 IN U.S. CURRENCY,	:	
	:	
Defendant.	:	

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between the plaintiff, United States of America, and Reckitt Benckiser Group (“RBG”) that:

WHEREAS, the United States of America will file a Verified Complaint for the forfeiture of \$647,000,000 in U.S. Currency in which the United States alleges that the defendant currency is property constituting, derived from, or traceable to proceeds from violations of 18 U.S.C. §§ 1341, 1343, and 1347, and therefore, subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C);

WHEREAS, RBG is the sole owner of the defendant currency and advises the United States that the currency is not subject to any claims of ownership by any other individuals or entities who might assert interests in the Funds pursuant to 18 U.S.C. § 983; and

WHEREAS, the United States and RBG desire to settle this matter without the need for further litigation,

NOW THEREFORE, the United States and RBG agree as follows:

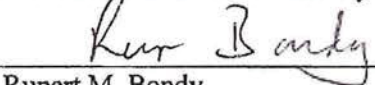
1. That \$647,000,000 in U.S. Currency shall be forfeited to the United States and RBG will provide that amount to the United States on or before August 10, 2019;
2. That RBG relinquishes and agrees to forfeit all of its right, title, and interest in the

defendant property to the United States of America;

3. That neither party is a prevailing party, and each party agrees to bear its own costs and any and all attorneys' fees resulting from this action;
4. That RBG releases, saves, and holds harmless the United States and its officials, officers, employees, and agents from any claim, liability, obligation, appeal, action or demand, known or unknown, existing or arising in the future, brought by any person or entity, in connection with, arising out of, or incident to, any property arrested, seized, or forfeited by the United States in this forfeiture action.
5. The United States Marshals Service for the Western District of Virginia shall dispose of the Funds in accordance with law;
6. The terms and conditions herein and in the Non-Prosecution Agreement attached as Exhibit 1 represent the whole and complete agreement between the parties, and no other terms, conditions, previous agreements, or memoranda will be demanded, excepted, requested, or performed by the parties; and
7. This Court shall retain jurisdiction in this case for the purpose of enforcing the terms of this agreement.

Date: July 11, 2019 By: 

Randy Ramseyer
Assistant United States Attorney
Krista Frith
Assistant United States Attorney

Date: 11 July 2019 By: 

Rupert M. Bondy
Senior Vice President, General Counsel and Corporate Secretary
Corporate Representative of Reckitt Benckiser Group

Date: July 11, 2019 By: 

Howard M. Shapiro
Counsel for Reckitt Benckiser Group