

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION

CASE NO. 1:17cv15

UNITED STATES OF AMERICA,
Plaintiff,

v.

\$8,000,000 in Funds in the form of a wire transfer
from Baxter Healthcare Corporation,
Defendant.

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between the plaintiff, United States of America, by and through Jill Westmoreland Rose, United States Attorney for the Western District of North Carolina, and Baxter Healthcare Corporation (“Baxter”), by counsel Mitch Lazris, Hogan Lovells, and an authorized Baxter signatory, pursuant to authority granted by Baxter’s board of directors, that:

WHEREAS, on January 12, 201~~7~~⁷, the United States of America filed a Verified Complaint for the forfeiture of \$8,000,000 in Funds in the form of a wire transfer from Baxter Healthcare Corporation (hereafter, “the Funds”) in which it alleges that the Funds represent property constituting, derived from, or traceable to proceeds of a violation of 21 U.S.C. § 331 that are therefore subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C);

WHEREAS, Baxter is the sole owner of the Funds and advises the United States that the Funds are 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 parties desire to settle this matter without the need for further litigation,

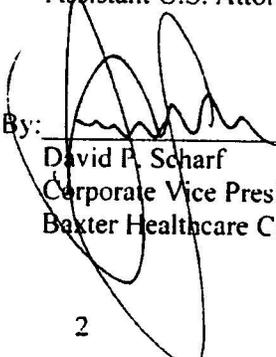
NOW THEREFORE, the parties agree as follows:

1. That the Funds shall be forfeited to the United States;
2. That Baxter relinquishes and agrees to forfeit all of its right, title, and interest in the Funds to the United States of America;
3. That neither party is a prevailing party, and that each party agrees to bear its own costs and any and all attorneys' fees resulting from this action;
4. The United States Marshals Service for the Western District of North Carolina shall dispose of the Funds in accordance with law;
5. The terms and conditions herein and in the Deferred Prosecution Agreement filed simultaneously with this case 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
6. This Court shall retain jurisdiction in this cause for the purpose of enforcing the terms of this agreement.

Date: 1/12/17

By: *Jeffery Mallory Moore*
Benjamin Bain-Creed *w/ permission*
Assistant U.S. Attorney

Date: IAN 03 2017

By: 
David P. Scharf
Corporate Vice President, General Counsel
Baxter Healthcare Corporation

Date: 1/3/17

By: 
Mitch Lazris
Hogan Lovells
Counsel for Baxter Healthcare Corporation