

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA *ex rel.*  
DEVYN TAYLOR,

Plaintiff,

-v-

GMI CORPORATION,

Defendant.

16 Civ. 7216 (PGG)

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-v-

SAMSUNG C&T AMERICA, INC.,

Defendant.

**STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL**

WHEREAS, this Stipulation and Order of Settlement and Dismissal (“Stipulation”) is entered into by and among plaintiff the United States of America, including on behalf of U.S. Customs and Border Protection (the “United States” or “Government”), by its attorney, Damian Williams, United States Attorney for the Southern District of New York; relator Devyn Taylor (“Relator”), by her authorized representative; and defendant Samsung C&T America, Inc. (“SCTA” or “Defendant,” and together with the Government and Relator, the “Parties”), by its authorized representatives;

WHEREAS, an importer of merchandise into the United States has the duty to take reasonable care to make “entry” of the merchandise and file the appropriate and accurate documents with U.S. Customs and Border Protection (“Customs” or “CBP”) to allow the agency to assess customs duties, *see* 19 U.S.C. § 1484; 19 C.F.R. §§ 141.0a(a), 141.4(a);

WHEREAS, the importer must file with each entry, among other documents, an entry summary (CBP Form 7501) that declares the value of the merchandise and the applicable tariff classification and duty rate under the Harmonized Tariff Schedule of the United States (the “HTSUS”), *see* 19 C.F.R. § 141.19(a);

WHEREAS, SCTA is a New York corporation headquartered in New Jersey, which acts as a trading company that, *inter alia*, imports and sells footwear, and performs services including financing, transportation, warehousing, and distribution with respect to SCTA’s imported footwear, all in conjunction with strategic business alliances involving footwear companies in the United States;

WHEREAS, SCTA imported footwear manufactured overseas into the United States, including footwear designed and purchased in conjunction with GMI USA Corp. (“GMI”), a company that designs, develops, and sources footwear worldwide and with which SCTA had a strategic business alliance;

WHEREAS, SCTA served as the importer of record for the footwear imported in conjunction with GMI, and provided other services such as financing, transportation, warehousing and distribution in connection with the importation of such footwear;

WHEREAS, on or about September 15, 2016, Relator filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.* (the “Relator Complaint”),

against GMI<sup>1</sup> alleging, among other things, that GMI caused to be submitted to CBP Form 7501 entry summaries that materially underreported to Customs the value of certain footwear imported into the United States;

WHEREAS, the Government alleges that from May 2016 through December 2018 (the “Covered Period”), SCTA, as importer of record for the entries of footwear imported in conjunction with GMI listed in Appendix A, violated the FCA by misclassifying under the HTSUS certain footwear in many of the listed entries (“Covered Footwear”), and by causing CBP Form 7501 entry summary forms to be presented to Customs that SCTA knew or had reason to know contained false classifications of the Covered Footwear. In certain instances, as a result of such misclassifications, the Covered Footwear was entered at a lower duty rate than would have been applicable had the footwear been properly classified, and SCTA thereby avoided paying the full amount of customs duties owed on the Covered Footwear. The conduct described in this Paragraph is referred to as the “Covered Conduct” for purposes of this Stipulation;

WHEREAS, contemporaneous with the filing of this Stipulation, the Government is filing a Notice of Election to Partially Intervene and Complaint-In-Intervention in the above-referenced *qui tam* action (the “Government Complaint”), in which it is asserting claims against SCTA under the FCA for the Covered Conduct;

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Defendant in the Government Complaint for the Covered Conduct;

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<sup>1</sup> The sealed complaint named “GMI Corporation” as the defendant, but the full name of the relevant entity is “GMI USA Corp.”

NOW, THEREFORE, upon the Parties' agreement, IT IS HEREBY ORDERED that:

### TERMS AND CONDITIONS

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court's exercise of personal jurisdiction over each of them.

2. Defendant admits, acknowledges, and accepts responsibility for the following conduct (the "Admitted Conduct") that occurred during the Covered Period:

- a. From May 2016 through December 2018, SCTA, in conjunction with GMI, imported footwear from manufacturers based outside the United States, including manufacturers in China and Vietnam. As the United States importer of record, SCTA was responsible for paying the customs duties owing on the footwear and providing accurate documents to Customs to allow Customs to assess customs duties applicable to the footwear.
- b. SCTA and GMI provided SCTA's customs brokers with invoices and other documents and information that purportedly reflected the tariff classification of the Covered Footwear under the HTSUS, as well as the corresponding materials and construction of the Covered Footwear. SCTA knew that its customs brokers would rely on the documents and information to prepare the Form 7501 entry summaries submitted to Customs, which required classifying the Covered Footwear under the HTSUS, determining the applicable duty rates, and calculating the amount of the customs duties owing on such footwear.
- c. SCTA had reason to know that certain documents provided to its customs brokers, including invoices, inaccurately stated the materials and construction of the Covered Footwear. SCTA failed to verify the accuracy of this information before providing it to its customs brokers. As a result, SCTA materially misreported the classification of the Covered Footwear under the HTSUS and misrepresented the true materials and construction of the Covered Footwear.
- d. SCTA, through its customs brokers, misclassified the Covered Footwear on the associated entry documents filed with Customs and, in many instances, underpaid customs duties on the Covered Footwear.

3. The total settlement amount is \$1,000,000 (the "Settlement Amount"). Defendant has previously paid a total of \$170,317.67 to Customs for duties owed related to the Covered

Conduct, and the Settlement Amount will be offset by that amount. Defendant shall pay to the Government within fourteen (14) business days of the Effective Date (defined in Paragraph 27 below) the remaining \$829,682.33 (“Remaining Settlement Amount”) in accordance with instructions to be provided by the Financial Litigation Unit of the United States Attorney’s Office for the Southern District of New York. Of the Settlement Amount, \$500,000 constitutes restitution to the United States.

4. Defendant agrees to cooperate fully and truthfully with the United States’ investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Defendant shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendant further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that Defendant has undertaken, or that has been performed by another on its behalf.

5. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below and subject to Paragraph 10 (concerning default) and Paragraph 14 (concerning bankruptcy proceedings) below, and conditioned on Defendant’s full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above, the United States releases Defendant, including its parent, subsidiaries and corporate predecessors, successors and assigns, from any civil or administrative monetary claim that the United States has for the Covered Conduct under the FCA, the Civil Monetary Penalties

Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, 19 U.S.C. §§ 1592, 1595a, and the common law theories of fraud, payment by mistake, and unjust enrichment. For avoidance of doubt, this Stipulation does not release any current or former officer, director, employee, or agent of Defendant; GMI; or any current or former officer, director, employee, or agent of GMI from any claims that may be asserted by the United States relating to the Covered Conduct.

6. Defendant fully and finally releases the United States, its agencies, officers, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendant has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, employees, servants, or agents related to the Covered Conduct or the United States' investigation, prosecution and settlement thereof.

7. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below and subject to Paragraph 10 (concerning default) and Paragraph 14 (concerning bankruptcy proceedings) below, and conditioned on Defendant's full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above, Relator, for herself and her heirs, successors, attorneys, agents, and assigns, releases Defendant, including its parent, subsidiaries and corporate predecessors, successors and assigns, as well as all of its current and former officers, directors, employees, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relator has against Defendant related to or arising from the Relator Complaint; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover her reasonable expenses and attorneys' fees and costs from Defendant

pursuant to 31 U.S.C. § 3730(d). Relator and Defendant agree that, should they be unable to reach an agreement on amounts for reasonable expenses, attorneys' fees, and costs pursuant to 31 U.S.C. § 3730(d), then Relator may file a motion for attorneys' fees, costs, and expenses within 90 days of the Effective Date, or within such longer period that is agreed by Relator and Defendants and approved by the Court. For avoidance of doubt, this Stipulation does not release GMI or any current or former officer, director, employee, or agent of GMI from any claims that may be asserted by Relator relating to the Covered Conduct, or the allegations in the Relator Complaint.

8. In consideration of the execution of this Stipulation by Relator and the Relator's release as set forth in Paragraph 7 above, Defendant, including its parent, subsidiaries and corporate predecessors, successors and assigns, as well as its current and former officers, directors, employees, attorneys, and other agents, releases Relator and her heirs, successors, attorneys, agents, and assigns from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendant has against Relator as a result of Relator's conduct up to and included in the date of this Stipulation, such conduct being related to or arising from the Relator Complaint.

9. Notwithstanding the releases given in Paragraph 5 above, or any other term of this Stipulation, the following claims of the United States are specifically reserved and are not released by this Stipulation:

- a. any liability arising under Title 26, United States Code (Internal Revenue Code);
- b. any criminal liability;

- c. except as explicitly stated in this Stipulation, any administrative liability or enforcement right, 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 Stipulation; and
- f. any liability of individuals.

10. Defendant shall be in default of this Stipulation if it fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if Defendant fails to comply materially with any other term of this Stipulation that applies to Defendant (“Default”). The Government will provide a written Notice of Default to Defendant of any Default in the manner set forth in Paragraph 26 below. Defendant shall then have an opportunity to cure the Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due. If Defendant fails to cure the Default within seven (7) calendar days of receiving the Notice of Default (“Uncured Default”), 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). In the event of an Uncured Default, Defendant shall agree to the entry of a consent judgment in favor of the United States against Defendant in the amount of the Remaining Settlement Amount as attached hereto as Exhibit 1. Defendant also agrees that in the event of an Uncured Default, the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Stipulation, and reinstate the claims asserted against Defendant in the Government Complaint, or bring any civil and/or administrative claim, action, or proceeding against Defendant for the



claims that would otherwise be covered by the release provided in Paragraph 5 above, with any recovery reduced by the amount of any payments previously made by Defendant to the United States under this Stipulation; (ii) take any action to enforce this Stipulation in a new action or by reinstating the Government Complaint; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendant 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 Stipulation, 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 Default, including referral of this matter for private collection. In the event the United States pursues a collection action following an Uncured Default, Defendant 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 Stipulation pursuant to this paragraph, Defendant 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 (i) are filed by the United States against Defendant within 120 days of written notification that this Stipulation has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on or before April 28, 2022. Defendant 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.

11. Defendant, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agrees it shall not, through its attorneys, agents, officers, or employees, make

any public statement, including but not limited to, any statement in a press release, social media forum, or website, that contradicts or is inconsistent with the Admitted Conduct or suggests that the Admitted Conduct is not wrongful (a “Contradictory Statement”). Any Contradictory Statement by Defendant, its attorneys, agents, officers, or employees, shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 10 hereof, or seek other appropriate relief from the Court. Before pursuing any remedy, the Government shall notify Defendant that it has determined that Defendant has made a Contradictory Statement. Upon receiving notice from the Government, Defendant may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Defendant learns of a potential Contradictory Statement by its attorneys, agents, officers, or employees, Defendant must notify the Government of the statement within 24 hours. The decision as to whether any statement constitutes a Contradictory Statement or will be imputed to Defendant for the purpose of this Stipulation, or whether Defendant adequately repudiated a Contradictory Statement to cure a violation of this Stipulation, shall be within the sole discretion of the Government. Consistent with this provision, Defendant may raise defenses and/or assert affirmative claims or defenses in any proceeding brought by private and/or public parties, so long as doing so would not contradict or be inconsistent with the Admitted Conduct.

12. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; Relator agrees and confirms that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

13. Defendant waives and shall not assert any defenses that 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 Stipulation bars a remedy sought in such criminal prosecution or administrative action.

14. In exchange for valuable consideration provided in this Stipulation, Defendant acknowledges the following:

- a. SCTA 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 Defendant, 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 Defendant was or became indebted on or after the date of any transfer contemplated in this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

e. If Defendant's obligations under this Stipulation 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, Defendant 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 Defendant's debts, or to adjudicate Defendant as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendant or for all or any substantial part of Defendant's assets:

- (1) the United States may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Defendant for the claims that would otherwise be covered by the releases provided in Paragraph 5 above.
- (2) the United States has an undisputed, noncontingent, and liquidated allowed claim against SCTA in the amount of the Remaining Settlement Amount, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Defendant, a receiver, trustee, custodian, or other similar official for Defendant; and
- (3) if any payments are avoided and recovered by Defendant, a receiver, trustee, custodian, or similar official for Defendant, Relator shall, within thirty days of written notice from the United States to the undersigned

Relator's counsel, return any portions of such payments already paid by the United States to Relator.

- f. Defendant agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 14(e) above 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. Defendant 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). Defendant 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 Defendant that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on April 28, 2022.

15. Defendant 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 Defendant and its present or former officers, directors, employees, shareholders, and agents in connection with:
- (1) the matters covered by this Stipulation;

- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Stipulation;
- (3) Defendant'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 Stipulation (including attorneys' fees);
- (4) the negotiation and performance of this Stipulation;
- (5) the payment Defendant makes to the United States pursuant to this Agreement and any payments that Defendant 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 Defendant, and Defendant 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 Stipulation, Defendant shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Defendant or any of its subsidiaries or affiliates from the United States. Defendant agrees that the United States, at a minimum, shall be entitled to recoup from Defendant 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 Defendant's books and records and to disagree with any calculations submitted by Defendant or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Defendant, or the effect of any such Unallowable Costs on the amount of such payments.

16. This Stipulation is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as otherwise provided herein.

17. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation; provided, however, nothing in this Stipulation shall preclude Relator from seeking to recover her expenses or attorneys' fees and costs from Defendant, pursuant to 31 U.S.C. § 3730(d) and in accordance with Paragraph 7 above.

18. Any failure by the Government to insist upon the full or material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the Government, notwithstanding that failure, shall have the right thereafter to insist upon the full or material performance of any and all of the provisions of this Stipulation.

19. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York.

20. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

21. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties. No prior agreements, oral representations or statements shall be considered part of this Stipulation.

22. The undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and the entities indicated below.

23. This Stipulation is binding on Defendant's successors, transferees, heirs, and assigns.

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

25. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. Signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

26. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered by hand, express courier, or email transmission followed by postage-prepaid mail, and shall be addressed as follows:



TO THE UNITED STATES:

Samuel Dolinger  
Assistant United States Attorney  
United States Attorney's Office  
Southern District of New York  
86 Chambers Street, 3rd Floor  
New York, New York 10007  
samuel.dolinger@usdoj.gov

TO DEFENDANT:

Robert D. Stang  
Gregg N. Sofer  
Husch Blackwell LLP  
1801 Pennsylvania Avenue, NW, Suite 1000  
Washington, DC 20006  
robert.stang@huschblackwell.com  
gregg.sofer@huschblackwell.com

TO RELATOR:

Timothy J. McInnis  
McInnis Law  
521 5th Avenue, 17th Floor  
New York, New York 10175  
tmcinnis@mcinnis-law.com

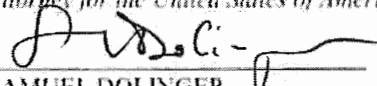
27. The effective date of this Stipulation is the date upon which the Stipulation is approved by the Court (the "Effective Date").

Agreed to by:

**THE UNITED STATES OF AMERICA**

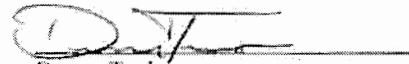
Dated: February 3, 2023

DAMIAN WILLIAMS  
United States Attorney for the  
Southern District of New York  
*Attorney for the United States of America*

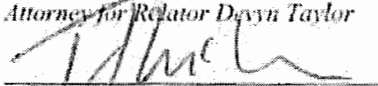
By:   
SAMUEL DOLINGER  
Assistant United States Attorney  
86 Chambers Street, Third Floor  
New York, New York 10007  
Tel.: (212) 637-2677  
samuel.dolinger@usdoj.gov

**RELATOR DEVYN TAYLOR**

Dated: 1-26-23, 2023


  
Devyn Taylor

Dated: 1/26/23, 2023

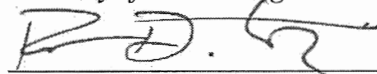
McINNIS LAW  
*Attorney for Relator Devyn Taylor*  
By:   
Timothy J. McInnis  
521 5th Avenue, 17th Floor  
New York, New York 10175  
Tel.: (212) 292-4573  
tmcinnis@mcinnis-law.com

**DEFENDANT SAMSUNG C&T AMERICA, INC.**

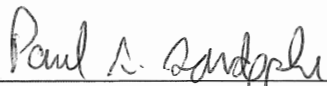
Dated: Feb. 2., 2023

By:   
BONO CHOI  
Samsung C&T America, Inc.

Dated: Feb. 2, 2023

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SO ORDERED:

  
HON. PAUL G. GARDEPNE  
UNITED STATES DISTRICT JUDGE

Dated: Feb. 6, 2023

## Appendix A

- G1301072436
- G1301073400
- G1301075074
- G1301075272
- G1301076437
- G1301076957
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## Exhibit 1

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA *ex rel.*  
DEVYN TAYLOR,

Plaintiff,

-v-

GMI CORPORATION,

Defendant.

16 Civ. 7216 (PGG)

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-v-

SAMSUNG C&T AMERICA, INC.,

Defendant.

**CONSENT JUDGMENT**

Upon the consent of Plaintiff the United States of America and Defendant Samsung C&T America, Inc. (“Defendant”), it is hereby

ORDERED, ADJUDGED and DECREED that plaintiff the United States of America is awarded judgment in the amount of \$829,682.33 as against Defendant, as well as post-judgment interest at the rate of 12% per annum compounded daily.



Agreed to by:

**THE UNITED STATES OF AMERICA**

Dated: \_\_\_\_\_, 2023

DAMIAN WILLIAMS  
United States Attorney for the  
Southern District of New York  
*Attorney for the United States of America*

By: \_\_\_\_\_  
SAMUEL DOLINGER  
Assistant United States Attorney  
86 Chambers Street, Third Floor  
New York, New York 10007  
Tel.: (212) 637-2677  
samuel.dolinger@usdoj.gov

**DEFENDANT SAMSUNG C&T AMERICA, INC.**

Dated: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
BONO CHOI  
Samsung C&T America, Inc.

Dated: \_\_\_\_\_, 2023

HUSCH BLACKWELL LLP  
*Attorneys for Samsung C&T America, Inc.*

By: \_\_\_\_\_  
ROBERT D. STANG  
GREGG N. SOFER  
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Washington, DC 20006  
Tel.: (202) 378-2334/2383  
robert.stang@huschblackwell.com  
gregg.sofer@huschblackwell.com

SO ORDERED:

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HON. PAUL G. GARDEPHE  
UNITED STATES DISTRICT JUDGE

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