

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA *ex rel.*
ZACHARY WELIN,

Plaintiff,

-v-

INTERNATIONAL VITAMIN CORPORATION,
CONTINENTAL AGENCY, INC., and MAC
CUSTOMS BROKERAGE, INC.,

Defendants.

No. 19 Civ. 9550 (MKV)

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-v-

INTERNATIONAL VITAMIN CORPORATION,

Defendant.

SO ORDERED

**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 (the “United States” or “Government”), by its attorney, Damian Williams, United States Attorney for the Southern District of New York; the relator Zachary Welin (“Relator”), by his authorized representatives; and defendant International Vitamin Corporation (“IVC” 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 (“CBP”) to allow the agency to assess customs duties. *See* 19 U.S.C. § 1484; 19 C.F.R. § 141.0a(a); 19 C.F.R. § 141.4(a);

WHEREAS, the importer must file with each entry, among other things, an entry summary (CBP Form 7501) that declares the value of the merchandise and the applicable duty rate under the Harmonized Tariff Schedule (“HTS”) and must declare that “the statements in the documents [filed in the CBP Form 7501] fully disclose to the best of [their] knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions and royalties and are true and correct,” and that they will “immediately furnish to the appropriate CBP officer any information showing a different statement of facts.” *See* 19 C.F.R. § 141.19(a);

WHEREAS, IVC is a California-based company that imports raw and bulk vitamins and nutritional supplements from China and sells those products to customers in the United States;

WHEREAS, between January 1, 2015, and September 13, 2019, IVC, through its customs brokers, made thousands of unique entries of raw and bulk vitamins and nutritional supplements into the United States;

WHEREAS, on or about October 16, 2019, 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 IVC, Continental Agency, Inc. (“Continental”), and MAC Customs Brokerage, Inc. (“MAC Customs”), alleging, *inter alia*, that IVC caused to be submitted over one thousand forms that contained false information concerning the classification, under the HTS, of certain products consisting of raw and bulk vitamins and nutritional supplements imported into the United States from China, and knowingly failed to remit underpaid duties on those products;

WHEREAS, contemporaneous with the filing of this Stipulation, Relator is filing a Partial Notice of Voluntary Dismissal, in which the Relator is dismissing, with prejudice, his claims

against Continental and MAC Customs, without prejudice to any rights or claims possessed by the Government;

WHEREAS, the Government alleges that from January 1, 2015, through September 13, 2019 (the “Covered Period”), IVC violated the FCA by materially misreporting to CBP the classification, under the HTS, of thirty-two products IVC imported into the United States from China (the “Covered Products”); knowingly causing CBP Form 7501s to be presented to CBP that contained false classifications of the products, in order to avoid paying the customs duties owed; and failing to remit underpaid duties even after IVC confirmed that the classifications it had used were incorrect. 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 Intervene and Complaint-In-Intervention in the above-referenced *qui tam* action (“Government Complaint”), in which it is asserting claims against Defendant IVC 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 IVC in the Government Complaint and the Relator Complaint, for the Covered Conduct;

NOW, THEREFORE, upon the Parties’ agreement IT IS HEREBY ~~ORDERED~~ **stipulated and agreed** 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. During the Covered Period, among other products, IVC imported the Covered Products from China, consisting of bulk vitamins and nutritional supplements including Glucosamine Chondroitin.
- b. During the Covered Period, IVC's customs brokers (Continental and MAC Customs) used information provided by IVC to prepare and submit customs entry summaries to CBP relating to imports of the Covered Products.
- c. Specifically, IVC's customs brokers used information provided by IVC to classify the Covered Products pursuant to the HTS, for the purpose of calculating the amount of customs duties owed on imports of the Covered Products. IVC knew that its customs brokers would rely on the information it provided when classifying the Covered Products and preparing the entry summaries to be submitted to CBP.
- d. During the Covered Period, IVC provided its customs brokers with HTS classifications for the Covered Products that applied to medicaments and vitamins and that would incur no duties. The Covered Products should have been classified as food preparations subject to the payment of duties.
- e. IVC provided its customs brokers with these inaccurate HTS classifications for the Covered Products even after CBP issued Notices of Action to IVC in 2016 and 2017, regarding classification errors made by IVC for similar non-Covered Products, namely, incorrectly classifying the similar non-Covered Products as duty-free when the correct classifications were for food preparations subject to duties.
- f. In the fall of 2018, IVC retained a consultant to review the HTS classifications IVC was using for all of the products IVC was then importing into the United States, including the Covered Products. After analyzing the 134 products, the consultant provided IVC with the correct HTS classifications for each of the Covered Products. The corrected codes carried higher duty rates than the HTS classifications IVC was using at the time. As a result, IVC had underpaid duties on the Covered Products.
- g. IVC did not implement the corrected codes for the Covered Products that were imported into the United States on entry documentation submitted to CBP until around September 13, 2019. Soon after, an IVC executive explained his view "that as each item is reviewed and corrected," IVC had "a very strong go forward but the clean up is tough." IVC never remitted the duties it had underpaid for the Covered Products, apart from in response to several discrete Notices of Action.

- h. As a result, IVC, through its customs brokers, misclassified the Covered Products on entry documents filed with CBP and, throughout the Covered Period, routinely underpaid customs duties on the Covered Products.

3. Defendant shall pay to the Government within fourteen (14) business days of the Effective Date (defined below in Paragraph 27) the sum of \$22,865,055.00 plus interest which shall be compounded annually at a rate of 3.2% accruing from January 17, 2023, to the date of the payment (the “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, \$10,832,678.00 plus applicable interest 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 it 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 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 Tariff Act of 1930, 19 U.S.C. §§ 1202-1654, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, 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, nor does it release Ameriland, Inc. or IVC's customs brokers, 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 himself and his heirs, successors, attorneys, agents, and assigns, releases Defendant, including its subsidiaries and corporate predecessors, successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents (collectively, the "Defendant Releasees"), from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relator has against Defendant Releasees related

to or arising from the Relator Complaint, apart from any claims against Ameriland, Inc.; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover his reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d). Relator and Defendant agree that, should the parties be unable to reach an agreement on amounts for reasonable expenses, attorneys' fees, and costs pursuant to 31 U.S.C. § 3730(d), 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 Defendant and approved by the Court.

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 subsidiaries, predecessors, and corporate successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents, release Relator and his heirs, successors, attorneys, agents, and assigns (collectively, "Relator Releasees"), from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendant has against Relator Releasees 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 Government 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 but not limited to the suspension or 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 Defendant fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if it fails to comply materially with any other term of this Stipulation that applies to it (“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 and paying any additional interest accruing under the Stipulation up to the date of payment. 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 Settlement Amount as attached hereto as Exhibit A. Defendant also agrees that 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 releases 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, 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 October 16, 2019. 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 his 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 Defendant 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. Defendant 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 Defendant in the amount of \$22,865,055.00, 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 October 16, 2019.

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 attorney's 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 his expenses or attorneys' fees and costs from Defendant, pursuant to 31 U.S.C. § 3730(d).

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. E-mails that attach 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 e-mail transmission followed by postage-prepaid mail, and shall be addressed as follows:

TO THE UNITED STATES:

Zachary Bannon
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, New York 10007
Email: Zachary.Bannon@usdoj.gov

TO DEFENDANT:

Greta Lichtenbaum
O'Melveny & Myers LLP
1625 I St. NW
Washington, DC 20006
Email: glichtenbaum@omm.com

TO RELATOR:

Russell Kornblith
Sanford Heisler Sharp, LLP
1350 Avenue of the Americas, 31st Floor
New York, New York 10019
Email: rkornblith@sanfordheisler.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: New York, New York
January 30, 2023

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

By: 


ZACHARY BANNON
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2728
Fax: (212) 637-2717

Dated: Washington, D.C.
January 26, 2023

BRIAN M. BOYNTON
Principal Deputy Assistant Attorney General


By: 
PATRICIA MCCARTHY

PATRICIA M. McCARTHY
Director
Commercial Litigation Branch
Civil Division
United States Department of Justice

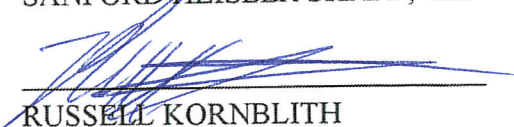

STEPHEN C. TOSINI
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice
Attorneys for the United States of America

RELATOR

Dated: Dana Point, California
January 17th, 2023

By: 
ZACHARY WELIN
Relator

Dated: New York, New York
January 18, 2023

SANFORD HEISLER SHARP, LLP
By: 
RUSSELL KORNBLITH
Sanford Heisler Sharp, LLP
1350 Avenue of the Americas, 31st Floor
New York, New York 10019
Tel.: (646) ~~492-5650~~
402-5650
Attorneys for Relator

DEFENDANT

Dated: Washington, D.C.

1/27, 23

O'MELVENY & MYERS LLP

By:



GRETA LICHTENBAUM

O'Melveny & Myers LLP

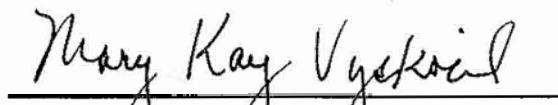
1625 I St. NW

Washington, DC 20006

Tel.: (202) 383-5249

Attorneys for Defendant

SO ORDERED:



HON. MARY KAY VYSKOCIL
UNITED STATES DISTRICT JUDGE

Dated: January 30, 2023