

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

UNITED STATES OF AMERICA	§	
	§	
v.	§	CRIMINAL NO. 4:24-cr-298
	§	
EITHAN DAVID HAIM,	§	
Defendant.	§	

DISMISSAL AGREEMENT

I. PARTIES

This Dismissal Agreement (the “Agreement”) is entered into between the United States of America, by and through Jennifer B. Lowery, Acting United States Attorney for the Southern District of Texas, and the defendant, Eithan David Haim (“Haim”), collectively referred to herein as “Parties.”

II. TERMS AND CONDITIONS OF DISMISSAL AGREEMENT

1. On November 20, 2024, a grand jury in the Southern District of Texas returned a Second Superseding Indictment (the “Indictment”), which charges Haim with four felony violations of the Health Insurance Portability and Accountability Act (“HIPAA”). Count One charges Haim with obtaining individually identifiable health information without authorization under false pretenses, in violation of 42 U.S.C. §§ 1320d-6(a)(2) and (b)(2). Counts Two through Four charge Haim with

obtaining individually identifiable health information without authorization under false pretenses and with intent to use the individually identifiable health information to cause malicious harm, in violation of 42 U.S.C. §§ 1320d-6(a)(2), (b)(2), and (b)(3).

2. In exchange for Haim's agreement to the provisions outlined in this Agreement, the United States agrees to file a motion to dismiss the Indictment and all open counts without prejudice, within twenty-four (24) hours of the signing of the Agreement. If, after a period of (1) year following the dismissal of the Indictment without prejudice, the defendant has complied with all the terms of this Agreement, the Government agrees to file a motion to convert the dismissal of the Indictment to a dismissal with prejudice.

3. Haim agrees that he is not a "prevailing party" within the meaning of the "Hyde Amendment," Section 617, P.L. 105-119 (Nov. 26, 1997), and will not file any claim under that law. Haim further waives any possible claim for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this case.

4. Haim agrees that he shall not, himself or through any agent, representative, or family member, directly or indirectly, make any defamatory or disparaging remarks, comments, or public statements, or transmit or cause to be transmitted such

statements, by any means, including physical, digital, or social media, concerning the attorneys and officers involved in the investigation or prosecution of this case employed by the United States Executive Branch as of the date of signing of this Agreement, Texas Children's Hospital, Baylor College of Medicine, or the doctors and employees of Texas Children's Hospital or Baylor College of Medicine.

Breach of Agreement

5. Haim agrees that a knowing failure to abide by or fully perform any of the terms, promises, or agreements set forth in this Agreement shall constitute a breach of this Agreement.

6. In the event that Haim breaches the Agreement, the United States will be released from its obligations under the Agreement, and may, at its discretion, elect to seek the re-indictment of Haim in this case.

Agreement Not to Prosecute

7. The United States agrees not to criminally prosecute Haim, outside of the terms of this Agreement, for any federal crimes encompassed by the allegations set forth in the Second Superseding Indictment. This Agreement does not provide any protection against prosecution for any future conduct by Haim.

General Terms and Conditions

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

9. This Agreement sets forth all of the terms of the Agreement between the United States and Haim. It constitutes the complete and final agreement between the United States and Haim in this matter. There are no other agreements, written or otherwise, modifying the terms, conditions, or obligations of this Agreement. No future modifications of or additions to this Agreement, in whole or in part, shall be valid unless they are set forth in writing and signed by the United States, Haim, and Haim's counsel.

ON BEHALF OF THE UNITED STATES OF AMERICA

JENNIFER B. LOWERY
ACTING UNITED STATES ATTORNEY

By: _____
Jessica Feinstein
Assistant United States Attorney

Dated:

ON BEHALF OF EITHAN DAVID HAIM

By: [REDACTED]
Eithan David Haim
Defendant

By: _____
Ryan Patrick, Esq.
Attorney for Eithan David Haim

Dated: [REDACTED]