

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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

Plaintiff,

-v-

STEFANO MARONI, GMI USA CORP., and
BELOVEFINE, LTD.,

Defendants.

23 Civ. 2159 (JHR)

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-v-

STEFANO MARONI, GMI USA CORP., and
BELOVEFINE, LTD.,

Defendants.

**STIPULATION AND ORDER
OF SETTLEMENT AND DISMISSAL**

WHEREAS, this Stipulation and Order of Settlement and Dismissal (“Stipulation”) is entered into by and among (i) 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, and on behalf of the United States Small Business Administration (the “SBA”); (ii) the relator Devyn Taylor (“Relator”), by her authorized representative; and (iii) defendant Stefano Maroni (“Maroni,” and together with the Government and Relator, the “Parties”), by their authorized representatives;

WHEREAS, GMI USA Corp. (“GMI”) and Belovefine, Ltd. (“Belovefine”) were companies based in New York City that designed, developed, and sold footwear;

WHEREAS, between 2020 and 2022, Maroni was the owner and the Chief Executive Officer of both GMI and Belovefine;

WHEREAS, GMI and Belovefine are no longer doing business or in operation;

WHEREAS, the Paycheck Protection Program (“PPP”) was established pursuant to the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, which was enacted in March 2020 and was designed to provide emergency financial assistance to millions of Americans suffering economic effects caused by the COVID-19 pandemic. One source of relief provided by the CARES Act was the authorization of forgivable loans to small businesses for employee payroll and certain other expenses through the PPP. To obtain a PPP loan, a qualifying business was required to submit a PPP loan application, which is signed by an authorized representative of the business. The loan application requires the business—through its authorized representative—to acknowledge the PPP program’s rules (the “PPP Rules”) and make certain affirmative certifications regarding its eligibility to obtain the PPP loan. In addition, the business is required to provide, among other things, its: (a) average monthly payroll expenses; and (b) number of employees. Following the lender approvals of loan applications, the participating lenders funded the loans, which were 100% guaranteed by the SBA;

WHEREAS, on or about March 14, 2023, Relator filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, against Defendants Maroni, GMI, and Belovefine (collectively, “Defendants”), alleging that Defendants violated the FCA by making numerous false representations in Defendants’ applications for PPP loans and for the

forgiveness of those loans, and fraudulently secured separate PPP loans for GMI and Belovefine even though the two companies were in fact one and the same business (the “Relator Complaint”);

WHEREAS, the United States alleges that Defendants violated the FCA by knowingly presenting and making, or causing to be presented and made, false certifications and statements in connection with their submission of PPP loan and forgiveness applications on behalf of GMI and Belovefine. The United States alleges that Defendants improperly obtained separate first and second-draw PPP loans for GMI and Belovefine when the two entities in fact operated essentially the same business during the relevant timeframe, using a single office space and sharing the same employees. Specifically, the United States further alleges that Defendants (i) falsely certified in Belovefine’s PPP loan applications that the company had employees for whom it paid salaries and payroll taxes as of February 15, 2020, which was a PPP loan eligibility requirement; (ii) inflated payroll figures in their PPP loan and forgiveness applications by double-counting the salaries of shared employees of both GMI and Belovefine, when in fact only one of these entities paid these employees’ salaries and payroll taxes at a given time; and (iii) improperly sought loan forgiveness for certain payroll costs in excess of allowable forgiveness amounts, when Defendants had reduced employee salaries by more than the amount permitted under PPP Rules. The conduct described in this Paragraph is the “Covered Conduct” for purposes of this Stipulation;

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

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

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. Maroni admits, acknowledges, and accepts responsibility for the following conduct (the "Admitted Conduct"):
 - a. Maroni was the sole owner and CEO of GMI and Belovefine. Both entities operated the same footwear business and shared the same leased office space in Manhattan. In 2019, the footwear business's employees were all paid by Belovefine. In early 2020, prior to applying for PPP loans, Maroni transferred all of the footwear business's employees to GMI's payroll. Between 2020 and 2022, the footwear business employed fewer than 20 employees at a given time.
 - b. In April 2020 and May 2020, Maroni caused to be submitted separate applications for first-draw PPP loans on behalf of Belovefine and GMI, respectively. Belovefine received a first-draw PPP loan in the amount of \$379,562, and GMI received a first-draw PPP loan in the amount of \$223,400. In July and October 2021, Maroni caused to be submitted applications for forgiveness for the first-draw PPP loans on behalf of Belovefine and GMI, respectively. Belovefine's first-draw PPP loan was forgiven in full, and \$192,320 of GMI's first-draw PPP loan was forgiven, along with related fees and interest.
 - c. In February 2021, Maroni caused to be submitted applications for second-draw PPP loans on behalf of Belovefine and GMI, respectively. Belovefine received a second-draw PPP loan in the amount of \$306,535, and GMI received a second-draw PPP loan in the amount of \$113,825. In February and March 2022, Maroni caused to be submitted applications for forgiveness for the second-draw PPP loans on behalf of GMI and Belovefine, respectively. Belovefine's and GMI's second-draw PPP loans were forgiven in full, along with related fees and interest.
 - d. Maroni personally signed the PPP loan and forgiveness applications on behalf of Belovefine and GMI. These applications included certain inaccurate

information. Prior to signing both the PPP loan and forgiveness applications, Maroni recklessly failed to confirm the accuracy of the information contained in the applications and that the applications complied with PPP Rules.

- e. Maroni certified in Belovefine's and GMI's PPP loan applications, among other things, that: GMI and Belovefine were each eligible to receive a PPP loan; the PPP funds would be used only for permissible costs under the PPP Rules; and that the information provided in the application and the supporting documents was true and accurate in all material respects. In Belovefine's and GMI's PPP loan forgiveness applications, Maroni certified, among other things, that: the dollar amount for which forgiveness was requested was used to pay business costs that were eligible for forgiveness; they had accurately verified the payments for the payroll costs for which they were seeking forgiveness and had accurately calculated the forgiveness amount requested; and the information provided in the forgiveness applications and supporting documents was true and correct in all material respects.
- f. During all periods covered by Belovefine and GMI's first-draw and second-draw PPP loans, the two companies shared the same office space at 3 Columbus Circle, Suite 2410, New York, New York. GMI listed this address in its PPP loan applications. However, Belovefine incorrectly listed a different suite number in its loan applications, which gave the impression that the entities were distinct and operated in separate locations.
- g. In order to be eligible for a PPP loan, the applicant needed to be in operation as of February 15, 2020, and have employees for whom it paid salaries and payroll taxes. The first and second-draw PPP applications submitted on behalf of Belovefine misrepresented that the company had employees for whom it paid salaries and payroll taxes as of February 15, 2020. As noted above, Belovefine actually had no employee payroll between January and April 2020, because all employees of the footwear business were being paid by GMI. Belovefine did not file an Employer's Quarterly Federal Tax Return for the first quarter of 2020.
- h. In Belovefine's and GMI's first- and second-draw PPP applications and loan forgiveness applications, Maroni misrepresented and inflated their total payroll and employee headcounts, which increased the amount of the PPP loans received and the amounts forgiven. During the periods covered by the loans, Maroni repeatedly transferred employees from one entity's payroll to the other's payroll. Maroni included the wages of the employees in both Belovefine's and GMI's PPP loan and forgiveness applications, when in fact only one entity was paying salaries and payroll taxes to employees of the footwear business at a given time.
- i. Belovefine's and GMI's first-draw PPP applications claimed that each business had 16 employees, and that each business had an average monthly payroll of \$151,825. However, as of April 8, 2020, the date of Belovefine's first-draw

PPP application, Belovefine had no employees on its payroll. And as of May 7, 2020, the date of GMI's first-draw PPP application, GMI had no employees on its payroll because the employees of the footwear business had been transferred to Belovefine's payroll. As of May 7, 2020, Belovefine had at most 13 employees on its payroll, most of whom were on GMI's payroll at other times in 2020.

- j. Belovefine's second-draw PPP application, submitted on February 4, 2021, claimed that Belovefine had 14 employees with an average monthly payroll of \$122,614. GMI's second-draw PPP application, also submitted on February 4, 2021, claimed that GMI had 20 employees with an average monthly payroll of \$53,531. However, Maroni paid all of the footwear business's employees via GMI's payroll from September 2020 through mid-March 2021. During that period, GMI had at most 12 employees on its payroll, and Belovefine had no employees on its payroll.
- k. In GMI's first-draw PPP loan forgiveness application, Maroni falsely certified that GMI "did not reduce salaries or hourly wages of any employee by more than 25 percent for any employee during the Covered Period compared to the most recent quarter before the Covered Period." In fact, during the covered period for the forgiveness application, GMI had reduced the salaries of multiple covered employees by 50% as compared to their pay during the first quarter of 2020, the most recent quarter preceding the relevant covered period. Thus, Maroni misrepresented and inflated the GMI payroll costs that were eligible for forgiveness under the first-draw PPP loan.

- l. As a result of the above-referenced conduct and misrepresentations, Maroni requested and received PPP loans on behalf of Belovefine and GMI for amounts substantially in excess of what the footwear business was entitled to receive.

3. Maroni shall pay to the Government within three (3) business days of the Effective Date (defined below in Paragraph 28) the sum of \$1,470,085.65 (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, \$735,042.82 constitutes restitution to the United States. Maroni agrees to the entry of a consent judgment in favor of the United States against Maroni in the amount of the Settlement Amount, plus interest on the unpaid balance accruing at the rate of 12% per annum, compounded daily from

the date of the entry of judgment, on the remaining unpaid total (principal and interest balance), as attached hereto as Exhibit A.

4. Maroni agrees that Belovefine and GMI, including any subsidiaries, corporate predecessors, successors, and assigns, as well as any entities more than 50% owned, or otherwise controlled, by Maroni, will not participate in any SBA-administered program for a period of five years from the Effective Date (defined below in Paragraph 28).

5. Maroni agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Maroni shall encourage, and agree not to impair, the cooperation of Belovefine's and GMI's directors, officers, and employees, and shall use his 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. Maroni 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 his possession, custody, or control concerning any investigation of the Covered Conduct that Maroni, Belovefine, and/or GMI have undertaken, or that have been performed by another on their behalf.

6. Subject to the exceptions in Paragraph 10 (concerning reserved claims) below and subject to Paragraph 11 (concerning default) and Paragraph 15 (concerning bankruptcy proceedings) below, and conditioned upon Maroni'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 Maroni 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, 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 Belovefine or GMI from liability of any kind, except for Maroni.

7. Maroni 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 Maroni 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.

8. Subject to the exceptions in Paragraph 10 (concerning reserved claims) below and subject to Paragraph 11 (concerning default) and Paragraph 15 (concerning bankruptcy proceedings) below, and conditioned on Maroni'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 Maroni from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relator has against Maroni 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 pursuant to 31 U.S.C. § 3730(d). For the avoidance of doubt, Relator does not release any claim that does not arise from or relate to this Stipulation, the Relator Complaint, or the Government Complaint, including but not limited to Relator's claims pending in the action captioned *United States ex rel. Taylor v. GMI USA Corp. et al.*, 16 Civ. 7216 (RWL) (S.D.N.Y.).

9. In consideration of the execution of this Stipulation by Relator and the Relator's release as set forth in Paragraph 8 above, Maroni 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 Maroni has against Relator related to or arising from the Relator Complaint.

10. Notwithstanding the releases given in Paragraph 6 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 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 to the United States (or its agencies) or any lender for any portion of PPP loans that remain due and owing, including but not limited to the portion of the first-draw PPP loan issued to GMI that has not been forgiven;
- f. any liability to the United States (or its agencies) for loans under the Economic Injury Disaster Loan program;
- g. any liability based upon obligations created by this Stipulation; and
- h. any liability of individuals, other than Maroni.

11. Maroni shall be in default of this Stipulation if he fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if he fails to comply materially with any other term of this Stipulation that applies to him (“Default”). In the event of a Default, Maroni 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 Defendants in the Government Complaint, or bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 6 above, with any recovery reduced by the amount of any payments previously made by Defendants 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 Defendants 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, Maroni 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, Maroni 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 Defendants 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 March 14, 2023. Maroni 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.

12. Maroni, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agree that he shall not, through his 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 Maroni, his 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 11 hereof, or seek other appropriate relief from the Court. Before pursuing any remedy, the Government shall notify Maroni that it has determined that he has made a Contradictory Statement. Upon receiving notice from the Government, Maroni may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Maroni learns of a potential Contradictory Statement by his attorneys, agents, officers, or employees, Maroni 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 Maroni for the purpose of this Stipulation, or whether Maroni 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, Maroni 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.

13. 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).

14. Maroni waives and shall not assert any defenses he 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.

15. In exchange for valuable consideration provided in this Stipulation, Maroni acknowledges the following:

- a. Maroni has reviewed his financial situation and warrants that he 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 Stipulation, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Maroni, 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 Maroni 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 Maroni'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, Maroni 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 Maroni's debts, or to adjudicate Maroni as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for Maroni or for all or any substantial part of Maroni'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 Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 6 above;
 - (2) the United States has an undisputed, noncontingent, and liquidated allowed claim against Maroni in the amount of \$1,470,085.65, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Maroni, a receiver, trustee, custodian, or other similar official for Maroni; and
 - (3) if any payments are avoided and recovered by Maroni, a receiver, trustee, custodian, or similar official for Maroni, 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. Maroni agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 15(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. Maroni 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). Maroni 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 Maroni that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on March 14, 2023.

16. Maroni 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 Maroni, GMI and Belovefine, and their 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) The 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 Maroni makes to the United States pursuant to this Stipulation and any payments that Maroni 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 Maroni, GMI, and Belovefine, and they 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, Maroni shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Maroni, GMI and Belovefine, or any of their subsidiaries or affiliates from the United States. Maroni agrees that the United States, at a minimum, shall be entitled to recoup from Maroni, GMI, and Belovefine 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 the books and records of Maroni, GMI, and Belovefine and to disagree with any calculations submitted by them or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by them, or the effect of any such Unallowable Costs on the amount of such payments.

17. 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.

18. 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 Maroni, pursuant to 31 U.S.C. § 3730(d).

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

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

26. 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.

27. 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:

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 STEFANO MARONI:

Michael D. Longyear
Lankler Siffert & Wohl LLP
1185 Avenue of the Americas, 31st Floor
New York, New York 10036
mlongyear@lswlaw.com

TO RELATOR:

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

28. The effective date of this Stipulation is the date upon which the Stipulation is approved by the Court (the “Effective Date”).

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Agreed to by:

THE UNITED STATES OF AMERICA

Dated: December 6, 2024

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

By:



SAMUEL DOLINGER

Assistant United States Attorney
86 Chambers Street, 3rd Floor
New York, New York 10007
Tel.: (212) 637-2677
samuel.dolinger@usdoj.gov

RELATOR DEVYN TAYLOR

Dated: December 6, 2024

By: *Devyn Taylor*
Devyn Taylor
Relator

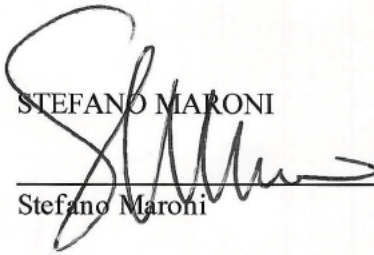
Dated: December 6, 2024

McINNIS LAW
Attorney for Relator Devyn Taylor

By: *TJ McInnis*
Timothy J. McInnis
521 5th Avenue, 17th Floor
New York, New York 10175
Tel.: (212) 292-4573
tmcinnis@mcinnis-law.com

DEFENDANT

Dated: December 6, 2024

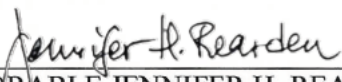
STEFANO MARONI

Stefano Maroni

Dated: December 6, 2024

LANKLER SIFFERT & WOHL LLP
Attorneys for Defendant Stefano Maroni

By: Michael Longyear
Michael D. Longyear
Derek Chan
1185 Avenue of the Americas, 31st Floor
New York, New York 10036
Tel.: (212) 921-8399
mlongyear@lswlaw.com
dchan@lswlaw.com

SO ORDERED:


HONORABLE JENNIFER H. REARDEN
UNITED STATES DISTRICT JUDGE

Dated: December 9, 2024

The Clerk of Court is directed to close the case.

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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

Plaintiff,

-v-

STEFANO MARONI, GMI USA CORP., and
BELOVEFINE, LTD.,

Defendants.

23 Civ. 2159 (JHR)

CONSENT JUDGMENT

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-v-

STEFANO MARONI, GMI USA CORP., and
BELOVEFINE, LTD.,

Defendants.

Upon the consent of plaintiff the United States of America and defendant Stefano Maroni, it is hereby:

ORDERED, ADJUDGED and DECREED: that plaintiff the United States of America is awarded judgment in the amount of \$1,470,085.65 against Stefano Maroni, as well as post-judgment interest at the rate of 12% per annum, compounded daily; and it is further

ORDERED, ADJUDGED and DECREED: that in light of the circumstances of this proceeding, the Court determines in the exercise of its discretion, and in the interests of sound judicial administration and efficiency, that there is no just reason for delay and directs the entry of this partial final judgment pursuant to Fed. R. Civ. P. 54(b); and it is further

ORDERED, ADJUDGED and DECREED: that the automatic stay of execution under Fed. R. Civ. P. 62(a) is dissolved; the United States may immediately execute on the judgment, and proceedings to enforce it may proceed forthwith; and the Clerk of the Court is directed to issue an abstract of judgment upon request by the United States.


SO STIPULATED AND AGREED TO BY:

FOR THE UNITED STATES OF AMERICA:

Dated: December 6, 2024

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

By:


SAMUEL DOLINGER
Assistant United States Attorney
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New York, New York 10007
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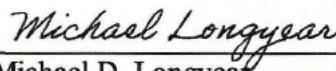
FOR DEFENDANT STEFANO MARONI:

Dated: December 6, 2024

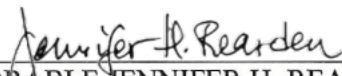

STEFANO MARONI
Stefano Maroni

Dated: December 6, 2024

LANGLER SIFFERT & WOHL LLP
Attorneys for Defendant Stefano Maroni

By: 
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SO ORDERED:


HONORABLE JENNIFER H. REARDEN
UNITED STATES DISTRICT JUDGE

Dated: December 9, 2024