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United States Attorney for the
Southern District of New York
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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA, NEW YORK STATE,
ex rel. KIRSTIN ROGERS and JUAN C. GONZALEZ,

Case No. 19 Civ. 5195 (AKH)

Plaintiffs and Relators,

v

THE DOOR—A CENTER OF ALTERNATIVES
and UNIVERSITY SETTLEMENT SOCIETY OF NEW
YORK,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v

THE DOOR—A CENTER OF ALTERNATIVES,

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 (the “United States” or “Government”), by its attorney, Damian Williams, United States Attorney for the Southern District of New York; the relators Kirstin Rogers and Juan Carlos Gonzalez (“Relators”), by their authorized representatives; and defendant The Door—A Center of Alternatives (“Defendant” or “The Door,” and together with the Government and Relators, the “Parties”), by its authorized representatives;

WHEREAS, The Door is a New York not-for-profit corporation with its principal place of business at 555 Broome Street, New York, NY 10013;

WHEREAS, The Door is, *inter alia*, a healthcare provider that is certified as a Diagnostic and Treatment Center (“D&TC”) under Article 28 of the New York Public Health Law and enrolled in New York State’s Medical Assistance Program (“Medicaid Program”) and that delivers a wide range of medical services to both Medicaid Program beneficiaries and uninsured individuals;

WHEREAS, The Door submitted annual Ambulatory Health Care Facility Cost Reports (“Cost Reports”) to the New York State Department of Health (“DOH”), which reported various statistics, including the number of visits to its D&TC facility on an annual basis and the number of medical services provided;

WHEREAS, these Cost Reports were used to determine The Door’s funding allocation from the Indigent Care Pool (“ICP”), which is a fund used to compensate qualified D&TCs that provide healthcare services to uninsured individuals;

WHEREAS, during the Covered Period, defined below, the Medicaid Program funded the ICP, and a portion of that Medicaid Program funding included federal funds;

WHEREAS, the amount of money that The Door received from the ICP is based, in part, on the number of threshold visits (“Threshold Visits”) reported on its Cost Report;

WHEREAS, notwithstanding certain exceptions, Threshold Visits are defined by New York State regulation and relevant Cost Report instructions as occurring “each time a patient crosses the threshold of a facility to receive medical care without regard to the number of services provided during that visit” (*see* 10 NYCRR § 86-4.9(b));

WHEREAS, on or about June 3, 2019, Relators filed a complaint under the *qui tam* provisions of the federal False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, and the New York State False Claims Act, N.Y. State Fin. Law §§ 187, *et seq.*, (“NYFCA”), against The Door and University Settlement Society of New York (“University Settlement”) alleging that The Door and University Settlement violated the FCA by overstating the number of Threshold Visits to The Door’s D&TC facility on its Cost Reports. Relators alleged that this misreporting resulted in The Door receiving an excessive award from the ICP (the “Relators’ Complaint”);

WHEREAS, from June 2000 until October 2020, University Settlement was designated as The Door’s sole corporate member and provided The Door with its key management executives, including its Chief Executive Officer and its Chief Financial Officer, pursuant to a management services agreement;

WHEREAS, the Government alleges that from August 2009 to November 2016 (the “Covered Period”), The Door violated the FCA by knowingly submitting false Cost Reports to DOH, which materially overstated the number of qualifying Threshold Visits rendered by The Door’s D&TC on an annual basis thereby causing The Door to receive funds from the ICP to which

it was not entitled. The conduct described in this Paragraph is 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 (the “Government Complaint”), in which it is asserting claims against Defendant under the FCA and common law for the Covered Conduct;

WHEREAS, Defendant intends to enter into a separate settlement agreement with the State (the “State Settlement”) to resolve claims asserted by the State under the NYFCA, for the Covered Conduct, and has agreed to pay a total of \$10,222,297.89;

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Defendant in the Government Complaint and the Relators’ 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. Defendant admits, acknowledges and accepts responsibility for the following conduct (the “Admitted Conduct”):

- a. The Door is a healthcare provider that is enrolled in the Medicaid Program and provides a wide range of medical services, including primary care services, sexual and reproductive care, contraception, eye care services, dental services, dermatology, and nutritional services. The Door furnishes

these medical services to both Medicaid Program beneficiaries and uninsured individuals.

- b. During the Covered Period, The Door submitted annual Cost Reports to DOH, which reported the number of Threshold Visits to The Door.
- c. During the Covered Period, The Door maintained multiple, internal versions of the Cost Reports. One version reflected an accurate accounting of the Threshold Visit statistic, while other versions reflected an inaccurate accounting of the Threshold Visit statistic because they reported multiple services provided during a given visit.
- d. The Door was aware of the definition of Threshold Visits contained in the Cost Report instructions and 10 NYCRR § 86-4.9(b), which permitted The Door to count only one Threshold Visit each time a patient crossed its threshold to obtain medical care, regardless of the number of services the patient may have received during that visit.
- e. On December 4, 2014, The Door's then-serving Chief Financial Officer (who served in this capacity throughout the Covered Period) sent an email to a data analyst employed by The Door noting that Threshold Visits must be counted based upon the number of visits to the facility, not based upon the number of services provided during a visit or the number of visits unduplicated by individual cost center.
- f. During the Covered Period, including after the date noted in paragraph 2(e), and ending with the Cost Report due for The Door's fiscal year that ended June 30, 2015, The Door submitted versions of the Cost Reports that

calculated the number of Threshold Visits using the number of services or visits unduplicated by individual cost center provided during a given visit, rather than the number of times the patient crossed the threshold to the facility.

- g. During the Covered Period, by submitting Cost Reports to DOH that calculated the number of Threshold Visits based on the number of services provided during a given visit, rather than the number of times the patient crossed the threshold to the facility, The Door caused the ICP to pay funds to The Door to which it was not entitled.

3. Defendant shall pay to the Government within fourteen (14) business days of the Effective Date (defined below in Paragraph 29) the sum of \$2,725,514.51 plus interest which shall be compounded annually at a rate of 1.5% accruing from the date that the Government sends a final version of this Stipulation to Defendant for its signature, 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, \$1,362,757.26 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) and subject to Paragraph 10 (concerning default) and Paragraph 15 (concerning bankruptcy proceedings), 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 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 from liability of any kind.

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) and subject to Paragraph 10 (concerning default) and Paragraph 15 (concerning bankruptcy proceedings), 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, Relators,

for themselves and their heirs, successors, attorneys, agents, and assigns, hereby fully, finally, and irrevocably release Defendant, including its subsidiaries and corporate predecessors, successors and assigns, as well as all of its current and former officers, directors, trustees, members, employees, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relators have asserted, could have asserted, or may assert in the future against Defendant related to or arising from the Relators' Complaint or the Covered Conduct; provided, however, that nothing in this Stipulation shall preclude Relators from seeking to recover their reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

8. In consideration of the execution of this Stipulation by Relators and the Relators' release as set forth in Paragraph 7 above, Defendant, including its subsidiaries, predecessors, and corporate successors and assigns, as well as all of its current and former officers, directors, employees, attorneys, and other agents, releases Relators and their 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 Relators related to or arising from the Relators' 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 mandatory or permissive exclusion from Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) or 42 U.S.C. § 1320a-7(b) (permissive exclusion);
- 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 28 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 June 3, 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. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; Relators agree and confirm 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 agrees that it waives and shall not seek payment for any of the health care billings covered by this Stipulation from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

14. 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.

15. 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 Stipulation, 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 \$2,725,514.51, 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, Relators shall, within thirty days of written notice from the United States to the undersigned Relators' counsel, return any portions of such payments already paid by the United States to Relators.

- f. Defendant agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 5 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 June 3, 2019.

16. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered

Conduct; and Defendant agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

17. 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; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendant, including its present or former officers, directors, employees, and agents in connection with:

(1) the matters covered by this Stipulation;

(2) the United States' audit and civil investigation of matters covered by this Stipulation;

(3) Defendant's investigation, defense, and corrective actions undertaken in response to the United States' audit and civil investigation in connection with matters covered by this Stipulation (including attorneys' fees);

(4) the negotiation and performance of this Stipulation; and

(5) any payment Defendant makes to the United States pursuant to this Stipulation and any payment Defendant may make to Relators, including expenses, costs and attorneys' fees;

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal

Employees Health Benefits Program (FEHBP) (hereinafter referred to as “Unallowable Costs”).

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendant, and Defendant shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Defendant or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Stipulation, Defendant shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendant or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. 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 cost reports,

information reports, cost statements, or requests for payment. Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to disagree with any calculation submitted by Defendant or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendant's or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

- d. Nothing in this Stipulation shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Defendant's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

18. 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.

19. 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 Relators from seeking to recover their expenses or attorneys' fees and costs from Defendant, pursuant to 31 U.S.C. § 3730(d).

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

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

27. 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.

28. 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:

Alexander J. Hogan
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: alexander.hogan@usdoj.gov

TO DEFENDANT THE DOOR:

Stephen A. Warnke
ROPES & GRAY LLP
1211 Avenue of the Americas
New York, New York 10036-8704
Stephen.Warnke@ropesgray.com

TO RELATORS:

Rachel Geman
Lief Cabraser Heimann & Bernstein, LLP
250 Hudson Street, 8th Floor
New York, NY 10013
rgeman@lchb.com

Maya Risman
Risman & Risman, P.C.
299 Broadway, Fl. 17
New York, New York 10007
mrisman@risman-law.com

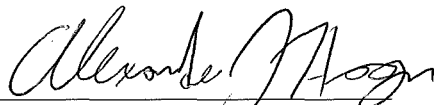
29. The effective date of this Stipulation is the date upon which the Stipulation is approved by the Court (the "Effective Date").

Agreed to by:

THE UNITED STATES OF AMERICA

Dated: New York, New York
January 27, 2022

Damian Williams
United States Attorney for the
Southern District of New York

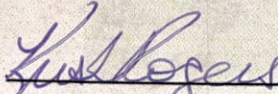
By: 

ALEXANDER J. HOGAN
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2799
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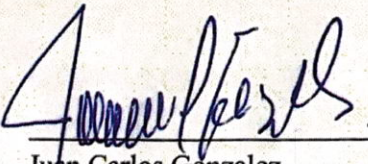
Attorney for the United States of America

RELATORS

Dated: _____,
January 27, 2022

By: 
Kirstin Rogers
Relator

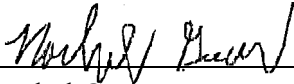
Dated: January 27, 2022
_____, _____

By: 
Juan Carlos Gonzalez
Relator

RELATORS' COUNSEL

Dated: New York, New York
01/27, 2022

LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

By: 
Rachel Geman
Lieff Cabraser Heimann & Bernstein,
LLP
250 Hudson Street, 8th Floor
New York, NY 10013
(212) 355-9500

RISMAN & RISMAN, P.C.

By: 
Maya Risman
Risman & Risman, P.C.
299 Broadway, Fl. 17
New York, New York 10007
(212) 233-6400

Counsel to Relators

DEFENDANT THE DOOR

Dated: New York New York
January 27, 2022

By: Kelsey Li
Kelsey Louie
Chief Executive Officer

Dated: New York New York
January 27, 2022

ROPES & GRAY LLP

By: Stephen A. Warnke
Stephen A. Warnke
Ropes & Gray LLP
1211 Avenue of the Americas
New York, New York 10036-8704
(212) 841-0681

Counsel to The Door

SO ORDERED:

/s/ Alvin K. Hellerstein

HON. ALVIN K. HELLERSTEIN
UNITED STATES DISTRICT JUDGE

Dated: February 2, 2022

Exhibit A

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

UNITED STATES OF AMERICA and the
STATE OF NEW YORK *ex rel.* KIRSTIN
ROGERS and JUAN C. GONZALEZ,

Plaintiffs and Relators,

v.

THE DOOR—A CENTER OF
ALTERNATIVES and UNIVERSITY
SETTLEMENT SOCIETY OF NEW YORK,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

THE DOOR—A CENTER OF
ALTERNATIVES,

Defendant.

19 Civ. 5195 (AKH)

JUDGMENT

Upon the consent of plaintiff the United States of America and defendant The Door—A Center of Alternatives (“Defendant”), it is hereby:

ORDERED, ADJUDGED and DECREED: that plaintiff the United States of America is awarded judgment in the amount of \$2,725,514.51 against Defendant.

SO STIPULATED AND AGREED TO BY:

Dated: New York, New York
January 27, 2022

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

By: Alexander J. Hogan
ALEXANDER J. HOGAN
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
(212) 637-2799
alexander.hogan@usdoj.gov
Counsel for the Government

Dated: New York, New York
January 27, 2022

ROPES & GRAY LLP

Stephen A. Warnke
Stephen A. Warnke
Ropes & Gray LLP
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New York, New York 10036
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Counsel for Defendant

By: Kelsey Louie
Kelsey Louie
Chief Executive Officer
The Door—A Center of Alternatives
Defendant

SO ORDERED:

Dated: _____, 2022

HON. ALVIN K. HELLERSTEIN
UNITED STATES DISTRICT JUDGE