

FILE UNDER SEAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA *ex rel.* DAVID
HEISLER; and STATE OF NEW YORK *ex rel.*
DAVID HEISLER,

Plaintiffs,

- against -

CENTERLIGHT HEALTHCARE and CENTERLIGHT
HEALTH SYSTEM,

Defendants.

UNITED STATES OF AMERICA,

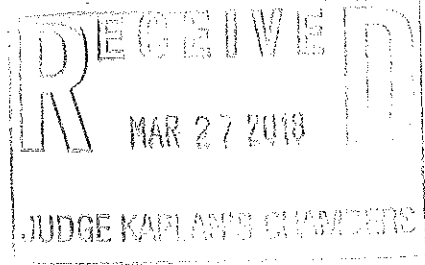
Plaintiff-Intervenor,

- against -

CENTERLIGHT HEALTHCARE and CENTERLIGHT
HEALTH SYSTEM,

Defendants.

X



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X

STIPULATION AND ORDER OF SETTLEMENT

WHEREAS, this Stipulation and Order of Settlement (the "Stipulation" or "Agreement") is entered into among the United States of America (the "United States" or "Government"), by its attorney, Geoffrey S. Berman, United States Attorney for the Southern District of New York; the relator David Heisler (the "Relator"), by his authorized representatives; and Defendants CenterLight Healthcare, Inc. and CenterLight Health System, Inc. (collectively, "Defendants," and together with the Government and the Relator, the "Parties"), by their authorized representatives;

WHEREAS, CenterLight Health System, Inc. is a New York not-for-profit corporation, organized to support the provision of health care services principally in New York State and to provide financial and administrative assistance to its affiliated organizations, including CenterLight Healthcare, Inc. (“CenterLight Healthcare”);

WHEREAS, CenterLight Healthcare is a New York not-for-profit corporation that administered a Managed Long Term Care Plan (the “CenterLight MLTCP”) pursuant to a Managed Long Term Care Partial Capitation Model Contract (the “MLTC Contract”) with the New York State Department of Health under which it arranged for health and community-based long-term care services for beneficiaries of the New York State Medicaid Program who enrolled in the plan, and reimbursed providers for such services;

WHEREAS, CenterLight Healthcare submitted or caused to be submitted to New York State’s Medicaid Program claims for payment of a monthly capitation amount with respect to each member enrolled in the CenterLight MLTCP (“Capitation Payment”) during the period relevant to the United States’ investigation;

WHEREAS, on or about November 27, 2013, the Relator filed an action against Defendants under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, and the State False Claims Act, New York State Finance Law § 190(2), alleging, among other things, that CenterLight Healthcare improperly solicited individuals to join the CenterLight MLTCP by offering them gifts and incentives and making false promises, and enrolled individuals who were not eligible for membership in the CenterLight MLTCP (the “Relator’s Action”);

WHEREAS, on January 20, 2016, the United States, through the Office of the United States Attorney for the Southern District of New York, filed a Notice of Partial Intervention in

the Relator's Action and filed a Stipulation and Order of Settlement to resolve allegations relating to the use of social adult day care centers to enroll ineligible members in the CenterLight MLTCP, which conduct is specifically described in that Stipulation and Order of Settlement ("SADCC Conduct");

WHEREAS, on or about January 20, 2016, the State of New York (the "State"), through the Medicaid Fraud Control Unit of the New York State Attorney General's Office, also filed a Notice of Partial Intervention in the Relator's Action against Defendants and entered into a stipulation with Defendants to resolve the State's claims relating to the SADCC Conduct;

WHEREAS, the United States and the State thereafter continued to investigate claims not relating to the SADCC Conduct;

WHEREAS, the United States alleges that from April 1, 2012 to September 30, 2015 (the "Covered Period"), CenterLight Healthcare (a) submitted or caused to be submitted false claims for Capitation Payments for 186 CenterLight MLTCP members who resided in adult homes and who, for at least some portion of their enrollment in the CenterLight MLTCP, did not receive community-based long-term care services as required by the MLTC Contract and therefore were not eligible for the CenterLight MLTCP ("the 186 Adult Home MLTCP Members"); and (b) knowingly avoided reimbursing Medicaid for Capitation Payments that CenterLight Healthcare received for many of the 186 Adult Home MLTCP Members after CenterLight Healthcare became aware that such members should have been dis-enrolled at an earlier date and that CenterLight Healthcare was not entitled to those payments. The conduct described in this

paragraph is the “Covered Conduct” for purposes of this Stipulation (the 186 Adult Home MLTCP Members are identified in Exhibit A to this Stipulation)¹;

WHEREAS, contemporaneous with the filing of this Stipulation, the United States is filing a Second Notice of Partial Intervention and Complaint-In-Intervention (“Government Complaint”), in which it is asserting claims against Defendants under the FCA and common law for the Covered Conduct;

WHEREAS, the State, acting through the Medicaid Fraud Control Unit of the New York State Attorney General’s Office, intends on filing its second notice of partial intervention in the Relator’s Action and its own Complaint-In-Intervention against Defendants, and contemporaneously herewith has entered into a separate settlement agreement with Defendants to resolve claims asserted by the State for the Covered Conduct pursuant to which Defendants have agreed to pay a total of \$6,000,000 plus interest which shall be compounded annually at a rate of 2.375% accruing from February 26, 2018 to the date of the payment (“State Settlement”);

WHEREAS, the Relator’s share of the settlement will be subject to a separate agreement between the Relator and the United States;

WHEREAS, CenterLight Healthcare sold the CenterLight MLTCP on or about January 31, 2017;

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

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

¹ The names and any other identifying information of the 186 Adult Home MLTCP Members are redacted in the version of the Stipulation that is filed on the Civil Docket to preserve the confidentiality of their identities pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

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. Defendants admit, acknowledge, and accept responsibility for the following conduct:
 - a. To be eligible for enrollment into a managed long-term care plan, a Medicaid beneficiary must, among other things, be assessed as needing community-based long-term care services for more than 120 days from the effective date of enrollment. Pursuant to the MLTC Contract, community-based long-term care services include, but are not limited to, nursing services in the home, therapies in the home, home health aide services, personal care services in the home, and adult day health care.
 - b. CenterLight Healthcare contracted with licensed home care services agencies ("LHCSAs") to provide skilled nursing and home health aide services to CenterLight MLTCP members who resided in adult homes, including the 186 Adult Home MLTCP Members.
 - c. The 186 Adult Home MLTCP Members did not receive required community-based long-term care services during certain months that they were enrolled in the CenterLight MLTCP. With respect to a number of these individuals, there is no record showing that they received required community-based long-term care services for most of the months that they were enrolled in the CenterLight MLTCP.
 - d. CenterLight Healthcare failed to timely dis-enroll the 186 Adult Home MLTCP Members even though they were no longer eligible for the CenterLight MLTCP and, as a result, CenterLight Healthcare received Capitation Payments to which it was not entitled.

e. CenterLight Healthcare knew at the time it ultimately dis-enrolled a number of the 186 Adult Home MLTCP Members that they should have been dis-enrolled earlier, but failed to repay Medicaid for the Capitation Payments that CenterLight Healthcare had improperly received for those members.

f. CenterLight Healthcare failed to adequately oversee and monitor the care provided by the LHCSAs to the 186 Adult Home MLTCP Members to ensure that these members received the services required by the MLTC Contract.

3. Defendants shall pay to the Government within thirty (30) calendar days of the Effective Date (defined below in Paragraph 27) the sum of \$4,000,000 plus interest which shall be compounded annually at a rate of 2.375% accruing from February 26, 2018, 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, \$2,000,000 constitutes restitution to the United States.

4. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees in such United States investigation, and shall use their 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.

Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

5. Subject to the exceptions in Paragraphs 9 and 14 below (concerning excluded claims and bankruptcy proceedings), and conditioned upon Defendants' 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 Defendants and all of their predecessors, successors, members, 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, the Program Fraud Civil Remedies Act, and the common law theories of fraud, payment by mistake, breach of contract, and unjust enrichment. For avoidance of doubt, this Stipulation does not release any current or former officer, director, employee, or agent of Defendants from liability of any kind.

6. Defendants fully and finally release 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 Defendants have 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 and the United States' investigation, prosecution, and settlement thereof.

7. Conditioned on Defendants' timely payment of the full Settlement Amount pursuant to Paragraph 3 above, the Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Defendants and all of their predecessors, successors, members, and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that the Relator has against Defendants related to or arising from the Covered Conduct and/or claims in the Relator's Action; provided, however, that nothing in this

Stipulation shall preclude the Relator from seeking to recover his reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d) and N.Y. State Fin. Law § 190(6)(a).

8. In consideration of the execution of this Stipulation by the Relator and the Relator's release as set forth in Paragraph 7 above, Defendants and all of their predecessors, successors, members, and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents, release the Relator and his successors, heirs, assigns, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendants have against the Relator related to or arising from the claims in the Relator's Action.

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, 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-7b (permissive exclusion); suspension or debarment pursuant to 2 C.F.R. Part 376; or actions pursuant to, or otherwise consistent with, 42 C.F.R. § 52.9, 45 C.F.R. §§ 75.207- 75.208, or 45 C.F.R. §§ 75.371-75.375;

- 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. Defendants shall be in default of this Stipulation if Defendants fail to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if they fail to comply materially with any other term of this Stipulation ("Default"). The Government shall provide written notice to Defendants of any Default in the manner set forth in Paragraph 26 below. Defendants shall then have an opportunity to cure the Default within ten (10) calendar days from the date of delivery of the notice of Default. In the event that a Default is not fully cured within ten (10) calendar days of the delivery of the notice of Default ("Uncured Default"), interest shall accrue at the rate of 12% per annum compounded daily on the remaining unpaid principal balance of the Settlement Amount, beginning ten (10) calendar days after mailing of the notice of Default. In the event of an Uncured Default, Defendants 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 B. The United States may also, at its option, (a) rescind this Stipulation and reinstate the claims asserted against Defendants in the Government Complaint; (b) seek specific performance of this Stipulation; (c) offset the remaining unpaid balance of the Settlement Amount from any amounts due and owing Defendants by any department, agency, or agent of the United States; or (d) exercise any other rights granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. Defendants shall not contest any offset imposed or any collection undertaken by the Government pursuant to this Paragraph, either administratively or in any Federal or State court.

In addition, Defendants shall pay the Government all reasonable costs of collection and enforcement under this Paragraph, including attorneys' fees and expenses. In the event that the United States opts to rescind this Stipulation pursuant to this Paragraph, Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that relate to the Covered Conduct.

11. The Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; the 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).

12. Defendants waive and shall not assert any defenses Defendants 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.

13. The Parties warrant that, in evaluating whether to execute this Stipulation, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1); and (b) have concluded that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any

entity to which Defendants were or became indebted on or after the date of this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

14. If within 91 days of the Effective Date of this Stipulation or any payment made under this Stipulation, Defendants commence any case, action, or other proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or a third party commences any case, action, or other proceeding under any law related to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking an order for relief of Defendants' debts, or seeking to adjudicate Defendants as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or part of Defendants' assets, Defendants agree as follows:

- a. Defendants' obligations under this Stipulation may not be avoided pursuant to 11 U.S.C. § 547, and Defendants shall not argue or otherwise take the position in any such case, action, or proceeding that (i) Defendants' obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) Defendants were insolvent at the time this Stipulation was entered into; or (iii) the mutual promises, covenants, and obligations set forth in this Stipulation do not constitute a contemporaneous exchange for new value given to Defendants.
- b. If any of Defendants' 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, the Government, at its option, may rescind the release 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 release in Paragraph 5 above.

Defendants agree that (i) any such claim, action, or proceeding brought by the Government would not be subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) as a result of the case, action, or proceeding described in the first sentence of this Paragraph, and Defendants shall not argue or otherwise contend that the Government’s claim, action, or proceeding is subject to an automatic stay; (ii) Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any claim, action, or proceeding that is brought by the Government within 60 calendar days of written notification to Defendants that the release has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the date the Relator’s Action was filed; and (iii) the Government has a valid claim against Defendants in the amount of the Settlement Amount and the Government may pursue its claim in the case, action, or proceeding described in the first sentence of this Paragraph, as well as in any other case, action, or proceeding.

- c. Defendants acknowledge that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation.

15. Defendant agree to the following:

- a. Unallowable Costs Defined: All costs (as defined in the Office of Management and Budget (“OMB”) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published at 2 C.F.R. §§ 200 *et seq.*; the Department of Health and Human Services adoption of the OMB Guidance provided at 45 C.F.R. § 75, subpart E *et seq.*; the

Federal Acquisition Regulation, 48 C.F.R. § 31.205-47 where applicable; or otherwise as specified by federal statutes, regulations or the terms and conditions of a Federal award) incurred by or on behalf of Defendants, including their present or former officers, directors, employees, and agents in connection with:

- (1) the matters covered by this Stipulation;
- (2) the United States' audit(s) and civil investigation(s) of matters covered by this Stipulation;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with matters covered by this Stipulation (including attorneys' fees);
- (4) the negotiation and performance of this Stipulation; and
- (5) any payment Defendants make to the United States pursuant to this Stipulation and any payment Defendants may make to the Relator, 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 Defendants, and Defendants shall

not charge such Unallowable Costs directly or indirectly to any contracts with the United States.

- c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Stipulation, Defendants shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs (as defined in this Paragraph) included in payments previously sought by Defendants from the United States. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. Any payments due 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 right to audit, examine, or re-examine Defendants' books and records and to disagree with any calculation submitted by Defendants or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Defendants, or the effect of any such Unallowable Costs on the amounts of such payments.
- d. Nothing in this Stipulation shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

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, that nothing in this Stipulation shall preclude the Relator from seeking to recover his expenses or attorneys' fees and costs from Defendants, pursuant to 31 U.S.C. § 3730(d) and N.Y. State Fin. Law § 190(6)(a).

18. Upon receipt of the payment described in Paragraph 3 above and the payment Defendants are required to make pursuant to the State Settlement, the United States and the Relator shall file pursuant to Rule 41(a)(1) a Joint Notice of Dismissal that will dismiss the Government Complaint and the Relator's Action. As to the United States, the dismissal shall be with prejudice only as to claims related to the Covered Conduct that are being released pursuant to this Stipulation, and shall be without prejudice as to all other claims and conduct. As to the Relator, the dismissal shall be with prejudice as to all claims in the Relator's Action, except for the Relator's claims for expenses, costs, and attorneys' fees pursuant to 31 U.S.C. § 3730(d) and N.Y. State Fin. Law § 190(6)(a). However, the Court shall retain jurisdiction over this Stipulation to enforce obligations pursuant to Paragraph 4 above.

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. 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.

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 Defendants' successor entities.

24. This Stipulation is binding on the 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:

Jeffrey K. Powell
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, New York 10007
Telephone: (212) 637-2706
Email: Jeffrey.Powell@usdoj.gov

TO DEFENDANTS CENTERLIGHT HEALTHCARE, INC. and CENTERLIGHT HEALTH SYSTEM, INC.:

Stephen A. Warnke, Esq.
Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Telephone: (212) 841-0681
Email: Stephen.Warnke@ropesgray.com

TO RELATOR:

Kathy S. Marks, Esq.
Yankwitt LLP
140 Grand Street, Suite 705
White Plains, NY 10601
Telephone: (914) 686-1500
Email: Kathy@Yankwitt.com

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

Dated: New York, New York
March 27, 2018

GEOFFREY S. BERMAN
United States Attorney for the
Southern District of New York
Attorney for Plaintiff United States of America

By:



JEFFREY K. POWELL
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Telephone: (212) 637-2706
Email: Jeffrey.Powell@usdoj.gov

Dated: Bronx, New York

3/23, 2018

CENTERLIGHT HEALTHCARE, INC.

By: B.C.D.-IV
Benjamin C. Duster IV
President and CEO

Dated: Bronx, New York

3/23, 2018

CENTERLIGHT HEALTH SYSTEM, INC.

By: B.C.D.-IV
Benjamin C. Duster IV
President and CEO

Dated: New York, New York


3/23, 2018

ROPES & GRAY LLP

Attorneys for CENTERLIGHT HEALTHCARE, INC.
and CENTERLIGHT HEALTH SYSTEM, INC.

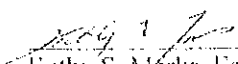
By: Stephen A. Warnke
STEPHEN A. WARNKE, ESQ.
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Email: Stephen.Warnke@ropesgray.com

Dated: Philadelphia, PA
~~New York, New York~~ *DM*
March 22, 2018


David Heisler, Relator

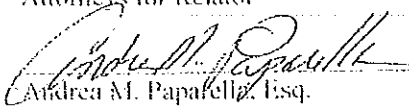
Dated: White Plains *KSM*
~~New York, New York~~
March 22, 2018

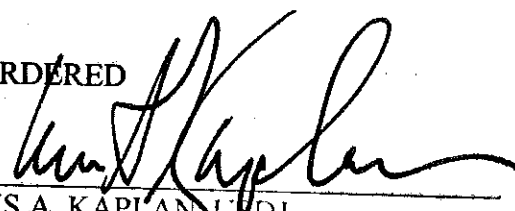
YANKWITT LLP
Attorneys for Relator

By: 
Kathy S. Marks, Esq.
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Email: Kathy@Yankwitt.com

Dated: New York, New York
March 22, 2018

LAW OFFICE OF ANDREA PAPARELLA, PLLC
Attorneys for Relator

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SO ORDERED

LEWIS A. KAPLAN, U.D.J.

3/27/18